IMPORTANT NOTICE!!!

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

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

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

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

All incoming calls for the meeting will be muted.

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

   Documents:

   09-15-20.PDF

2. 9:30 A.M. DOCUMENTATION (5.7MB)

   Documents:

   09-15-20.PDF

3. 9:30 A.M. ACTION TAKEN

Documents:

09-15-20 ACTION.PDF

Board of Supervisors
Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

PUBLIC NOTICE OF MEETING

Notice is hereby given, pursuant to A.R.S. 38-431.02, that the Board of Supervisors of Santa Cruz County, State of Arizona, will hold a *REGULAR MEETING* at *9:30 a.m.*, on *Tuesday, September 15, 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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To obtain a copy of the agenda go to https://www.santacruzcountyaz.gov/AgendaCenter.

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

Dated this 11th day of September, 2020.

Jennifer St. John, Interim Clerk
Board of Supervisors

Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

AGENDA

September 15, 2020 at 9:30 a.m.
Santa Cruz County Complex
2150 N. Congress Drive, Room 120
Nogales, AZ 85621

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A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. ADOPTION OF AGENDA

C. CALL TO THE PUBLIC:

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

D. CURRENT EVENTS

1. Board of Supervisors
2. Manager

E. DEPARTMENT REPORTS AND ACTIVITIES

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

F. FLOOD CONTROL — ACTION TAKEN

1. Discussion/possible action to approve the agreement with Piper Sandler & Company for financial advisor services for the planned issuance of the County's Pledged Revenues Refunding Obligations, Series 2020 and any additional issues during the term of this Agreement (Req: Administrative Services) _____
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1. Discussion/possible action for authorization to fill (4) vacant Detention Officer positions (Req: Sheriff) _____

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14. Demands _____
15. Approval of Minutes: 08/11/2020 _____

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Posted: 09/11/2020 at 9:20 a.m. by LT
Jennifer St. John, Interim Clerk of the Board

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Santa Cruz County

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CASH AND INVESTMENT REPORT

September 15, 2020

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	**100**	**GENERAL FUND**	**$ 3,174,835.05**	**90,307.29**	**$ 1,782,168.81**	**$ 4,957,003.86**
225	101	J.P. #1 TIME PAYMENT FEES	62,613.40			62,613.40
245	102	J.P. #2 TIME PAYMENT FEES	35.00			35.00
262	103	J.C.E.F. COURT FEE FUND	131,460.94			131,460.94
226	105	DRUG COURT DIVERSION FUND	1,343.15			1,343.15
181	106	EXPED. CHILD SUPPORT & VISITATION	99,124.77			99,124.77
180	107	CLERK'S SUPERIOR COURT RETRIEVAL FUND	118,141.22			118,141.22
182	108	SPOUSAL MAINTENANCE FUND	16,095.92			16,095.92
183	109	CHILD SUPPORT AUTOMATION FUND	1,916.22			1,916.22
125	110	PROSECUTION HIDTA (PIMA)	(69,765.09)			(69,765.09)
126	111	ATTORNEY'S DIVERSION PROGRAM	5,872.79			5,872.79
127	112	VICTIM RIGHTS NOTIFICATION	2,411.53			2,411.53
128	113	BAD CHECK PROGRAM	2,833.58			2,833.58
130	116	COST OF PROSECUTION	1,570.57		0.50	1,571.07
343	117	911 GRANT	(15,719.55)			(15,719.55)
184	118	DOMESTIC REL. ED. MEDIATION FUND	15,006.86			15,006.86
258	119	DOMESTIC REL. ED. CHILD ISSUES	399.03			399.03
185	122	NON IV-D CONVERSION FUND	730.84			730.84
259	125	5% FILL THE GAP FUND	101,681.85			101,681.85
111	128	RECORDER'S RETRIEVAL FUND	5,141.68		193,764.72	198,906.40
227	133	CIRCLES OF PEACE	16,371.07			16,371.07
203	134	HAZARDOUS MATERIALS (HMEP) GRANT	3,269.28			3,269.28
112	135	TREASURER'S RETRIEVAL FUND	121,002.89			121,002.89
204	137	PRE-DISASTER MITIGATION	0.00			0.00
205	139	TOHONO O'ODHAM (EM)	16.48			16.48
132	141	FILL THE GAP (ATTORNEY)	4,288.00			4,288.00
110	142	ASSESSOR'S RETRIEVAL FUND	29,480.34			29,480.34
133	143	5% FTG ALLOCATION-C.A. 21.61%	6,243.20			6,243.20
206	144	EMERGENCY RESPONSE FUND	0.00			0.00
207	145	COVID-19 EMERGENCY	(66,539.68)			(66,539.68)
202	147	AZDOHS-HSGP#160405-01/02	0.00			0.00
228	148	JP #1 FARE PROGRAM	14,551.32			14,551.32
151	151	FEDERAL PROGRAM INCOME-CA	0.00			0.00
152	152	VICTIMS OF CRIME STRIVE	(10,486.41)			(10,486.41)
154	154	ADHS OVERTIME 130435-01	0.00			0.00
615	155	CASE MANAGEMENT FUND	14,845.69			14,845.69
155	156	SLOT GRANT- COUNTY ATTORNEY	(1,118.28)			(1,118.28)
211	160	INTEROPERABLE RADIO CHANNEL	0.00			0.00
187	187	DES IV-D CLERK GRANT	118.21			118.21
676	191	SCHOOL FOREST FEES FUND	62.16			62.16
677	192	EARLY LEARNING	4,148.79			4,148.79
678	193	FIRST THINGS FIRST HOME VISIT	(29,822.87)			(29,822.87)
679	194	READING FIRST-TECH ASSISTANT	921.56			921.56
680	195	CAROL M WHITE - PHYSICAL ED GRANT	0.00			0.00
328	196	AZ CARES	1,874,939.61			1,874,939.61
329	197	COMMISSARY FUND	35,248.35			35,248.35
117	198	SANTA CRUZ FAIR ASSOCIATION	0.00			0.00
265	200	COURT SECURITY IMPROVEMENTS	44,007.50			44,007.50
257	203	LAW LIBRARY FUND	90,045.02			90,045.02
120	204	OLD COURTHOUSE FUND	0.00			0.00
105	**205**	**ROAD FUND**	**72,053.08**		**1,564,299.76**	**1,636,352.84**
625	206	WASTE TIRE GRANT (ADEQ)	169,698.37			169,698.37
600	207	ANIMAL CONTROL FUND	(50,158.94)			(50,158.94)
601	208	STERILIZATION ENFORCEMENT FUND	14,217.54			14,217.54
106	209	LOCAL TRANSPORTATION ASSISTANCE	0.00			0.00
134	210	ANTI-RACKETEERING	(21,717.05)			(21,717.05)
135	211	A.C.J.C. PROSECUTION (CA)	0.00			0.00
136	212	RESTITUTION--VICTIMS COMP	29,342.64			29,342.64
137	213	VOCA--VICTIMS COMP	(7,266.73)			(7,266.73)
138	214	ACJC--ATTY'S VICTIMS COMP FUND	(4,680.92)			(4,680.92)
326	216	HIDTA-MTF	0.00			0.00
327	217	SHERIFF A.C.J.C. GRANT (MTF)	(2,043.55)			(2,043.55)
139	219	ATTORNEY'S ENHANCEMENT FUND	(5,974.85)			(5,974.85)
282	221	JUVENILE PROBATION SVC FEES	121,111.72		26,510.13	147,621.85
263	222	FARE PROGRAM FUND	612.70			612.70
280	223	FAMILY COUNSELING GRANT	15,461.68			15,461.68
308	224	ADULT PROBATION SERVICE FEES	499,550.47		102,666.44	602,216.91
140	225	CRIME VICTIM ASSISTANCE GRANT	0.00			0.00
277	226	JCEF-STANDARD SUPPLEMENTAL	0.00			0.00
302	227	JCEF-STATE AID ENHANCEMENT SUPPLEMENTAL	0.00			0.00
281	228	JUVENILE DIVERSION SVC FEES-UNDER	107,594.87		3,999.87	111,594.74
311	229	JCEF-ADULT INTENSIVE PROB SUPPLEMENTAL	0.00			0.00
275	230	DIVERSION INTAKE	12,087.02			12,087.02
300	231	COMMUNITY PUNISHMENT PROGRAM	35,912.30			35,912.30
274	232	JCEF-JUVENILE INTENSIVE PROB.SUPPLEMENT	0.00			0.00

Back to Agenda

250	233	CASA PROGRAM FUND	538.06			538.06
273	234	JUVENILE INTENSIVE PROBATION SUPERVISION	16,920.18			16,920.18
310	235	ADULT INTENSIVE PROBATION SUPERVISION	1,450.93			1,450.93
276	236	STANDARD PROBATION	11,782.94			11,782.94
301	237	STATE AID ENHANCEMENT GRANT	20,623.23			20,623.23
304	238	DRUG ENFORCEMENT ACCOUNT GRANT	0.00			0.00
312	239	PROBATION/PAROLE SERVICES DYTR	8,613.13		40,954.51	49,567.64
330	240	JAIL ENHANCEMENT GRANT	378,821.15			378,821.15
331	242	GOHS DUI GRANT (SHERIFF)	193.15			193.15
332	243	VICTIM BILL OF RIGHTS	0.00			0.00
681	244	GOVERNOR'S HEALTHY FAMILY GRT	0.00			0.00
333	247	OPERATION STONEGARDEN #180432-01	442.04			442.04
683	249	JUVENILE EDUCATION FUND	(9,806.77)			(9,806.77)
370	250	ENVIRONMENTAL HEALTH SERVICE FUND	(56,783.38)			(56,783.38)
373	253	SMOKE FREE ARIZONA	(14,206.84)			(14,206.84)
374	254	ELC COVID-19	(640,830.52)			(640,830.52)
375	257	PHEP COVID-19	127,458.81			127,458.81
376	258	ZIKA ELC	1,956.41			1,956.41
334	260	FEDERAL SEIZURE SO	20,349.38			20,349.38
141	264	FEDERAL SEIZURE (CA)	20,230.37		1,036.18	21,266.55
684	266	GEAR UP	(91,562.04)			(91,562.04)
255	267	TRAFFIC CASE PROCESSING FUND	218.87			218.87
337	268	DOJ BULLET PROOF VEST FUNDING	8,221.96			8,221.96
377	269	BIO-TERRORISM GRANT	(6,611.97)			(6,611.97)
338	270	AATA LAW ENFORCEMENT GRANT	0.00			0.00
685	272	TITLE II-A	6,544.93			6,544.93
339	273	AZDPS-BORDER ENHANCEMENT	268,717.65			268,717.65
686	274	TITLE I-D	0.00			0.00
142	276	AZ AUTO THEFT AUTHORITY (CA)	2,426.29			2,426.29
143/342	277	STATE PROGRAM INCOME C.A. & METRO	53,734.41			53,734.41
689	280	PART B IDEA BASIC	9,498.46			9,498.46
690	281	CHEMICAL ABUSE	0.00			0.00
381	284	EBOLA AWARD	0.00			0.00
346	286	ACJC/JAG UNDER 10K	0.00			0.00
344	287	ANTI METH INITIATIVE	0.00			0.00
379	288	T.B. GRANT	(11,652.37)			(11,652.37)
283	290	JUV PROB SVC EXTRA FEES > $40	20,948.23			20,948.23
307	291	ADULT PROB FEES INTRST COMP 30%	12,597.47			12,597.47
309	292	ADULT PROB SVC EXTRA FEES > $40	121,276.99			121,276.99
691	299	COUNTY JAIL EDUCATION	43,663.45			43,663.45
254	300	COMMUNITY ADVISORY BOARD	22.51			22.51
306	301	ADULT PROBATION DRUG TESTING	21,987.22			21,987.22
278	302	DIVERSION CONSEQUENCES	1,750.00			1,750.00
279	303	JUV PROB SVC FUND TREATMENT	13,626.77			13,626.77
303	304	DRUG TREATMENT & EDUCATION FUND	2,942.45			2,942.45
254	305	JUVENILE COMMUNITY ADVISORY BRD	0.00			0.00
305	306	VICTIMS RIGHTS PROG-PROBATION	1,383.14			1,383.14
251	307	MODEL COURT, CRT IMPROVEMENT	3,069.00			3,069.00
253	308	DEPENDENCY CASE PROCESSING	0.00			0.00
252	309	D.E.S. IV-D	18,130.23			18,130.23
256	312	FTG-INDIGENT DEFENSE	0.00		0.00	0.00
626	313	SELF HHW/ABOP SITE	6,149.30			6,149.30
288	314	JAIBG #2	387.36			387.36
287	315	JUV ACCOUNTABILITY BLOCK JAIBG	209.43			209.43
123	316	ARIZONA TITLE IV-E LEGAL	93,673.20			93,673.20
290	319	JUVENILE DETENTION ALTERNATIVE INITIATIVES	0.00			0.00
341	320	OPERATION STONE GARDEN #160420	0.00			0.00
260	321	5% FTG ALLOC-SUP CRT 57.37%	575,388.03			575,388.03
261	322	5% FTG ALLOC-IND DEF 20.53%	339,425.15			339,425.15
313	323	GLOBAL POSITIONING SYSTEM	0.00			0.00
800	332	EPA WETLANDS PROTECTION DEV	0.00			0.00
209	335	COVID-19 SOUTH 32	20,297.12			20,297.12
652	345	NOGALES WASH WATERSHED RESTUDY	119,000.00			119,000.00
650	**350**	**FLOOD CONTROL DISTRICT FUND**	**942,709.82**		**1,460,491.76**	**2,403,201.58**
950	351	FIRE DISTRICT SECONDARY FUND	4,480.50	**(90,307.29)**		4,480.50
352	352	BORDER SECURITY ENHANCEMENT PROGRAM	0.00			0.00
651	353	FLOOD CONTROL RESERVE FUND	339,460.84		198,078.54	537,539.38
354	354	ICE GRANT	(63,586.05)			(63,586.05)
355	355	OPERATION STONE GARDEN #170432-01	0.00			0.00
356	356	SLOT GRANT	(420.83)			(420.83)
357	357	TOHONO O'ODHAM (SO)	0.00			0.00
358	358	OPERATION STONE GARDEN #190427	(225,350.13)			(225,350.13)
359	359	OPERATION STONE GARDEN #140425	0.00			0.00
360	361	OPERATION STONE GARDEN #150417	4,122.87			4,122.87
725	365	PROFESSIONAL DEVELOPMENT GRANT	(6,814.10)			(6,814.10)
116	367	HAVA FORTIFICATION GRANT	92,656.61			92,656.61
744	376	ADULT EDUCATION ONE-TIME WIOA	0.00			0.00
746	377	WIOA RAPID RESPONSE	0.00			0.00
693	379	TECHNOLOCHICAS LIFT INITIATIVE	31,185.40			31,185.40
727/728	380	WIOA YOUTH PROGRAM	(23,570.74)			(23,570.74)
729	381	WIOA GENERAL	32.05			32.05
731	383	LAND MANAGEMENT-WIOA	0.00			0.00

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732	384	WIOA/TANF SET A SIDE	0.00		0.00
733	385	DEPT OF EDUC. RECREATION GRANT	0.00		0.00
747	387	ADULT EDUCATION-ABE/ASE FEDERAL	(34,459.14)		(34,459.14)
736	390	ADULT EDUCATION WIOA SUPPLEMENTAL	(2,192.16)		(2,192.16)
739	393	WIOA ADULT	(15,526.93)		(15,526.93)
740	394	WIOA DISLOCATED WORKER	(14,069.94)		(14,069.94)
741	395	WIOA ADMINISTRATION	(6,617.49)		(6,617.49)
743	397	WORK INCENTIVE GRANT	0.00		0.00
440	405	CDBG #121-20 BOYS & GIRLS CLUB	(7,504.65)		(7,504.65)
400	408	APRON RECONSTRUCTION	0.00		0.00
490	415	CDBG PROJECTS	0.00		0.00
402	422	RUNWAY & TAXI CONNECTOR REHAB	(98,537.81)		(98,537.81)
405	427	AIRFIELD ELECTRICAL UPGRADE DESIGN	(13,059.80)		(13,059.80)
406	429	CDBG REGIONAL ACCOUNT	0.00		0.00
407	430	PHASE 1 - APRON DESIGN	0.00		0.00
451	431	RIO RICO RD IMPROVEMENT-CDBG	0.00		0.00
436	436	CDBG #127-20 COURTHOUSE PLANNING	(647.70)		(647.70)
438	438	CDBG #122-20 COMMERCIAL KITCHEN	(326.40)		(326.40)
412	441	EVIRON ASSESSMENT-LAND ACQ	0.00		0.00
413	442	CARES ACT AIRPORT GRANT	(7,583.35)		(7,583.35)
414	443	AIRPORT MASTER PLAN UPDATE	0.00		0.00
453	453	CDBG GORRION COURT	0.00		0.00
442	486	JAIL DIST CONSTRUCTION/BOND PROCEEDS	139,129.48	133,948.96	273,078.44
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336.18	76,836.89	79,173.07
121	488	DEBT SERVICE FUND	3,027.88	391.55	3,419.43
325	**489**	**JAIL DISTRICT**	**(294,247.31)**	**1,140.50**	**(293,106.81)**
491	491	COLONIAS GRANT NOGALITOS	0.00		0.00
502	502	TOHONO O'ODHAM (LANDFILL)	0.00		0.00
210	503	HAZMAT CAPACITY BUILDING/AZ-SON	5.67		5.67
500	540	LANDFILL	1,943,188.73		1,943,188.73
501	541	LANDFILL RESERVE FUND	3,032,131.86	1,058,633.14	4,090,765.00
602	602	OFFICER SAFETY EQUIPMENT-AC	2,702.23		2,702.23
694	651	ELEMENTARY ROBOTICS PROGRAM	0.00		0.00
695	652	IME BECAS GRANT	6,410.01		6,410.01
700	657	SCC E-RATE CONSORTIUM	(39,871.22)		(39,871.22)
704	659	IDEA BASIC JUVENILE SECURE CARE	4,809.39		4,809.39
698	660	SCHOOL SUPPORT	603.84		603.84
701	663	21ST CENTURY LEARNING CTR	468.19		468.19
706	664	TAYLOR GRAZING FEES	61.93		61.93
707	665	STATE CHEMICAL ABUSE	29.70		29.70
951	667	INDIRECT COSTS	5,428.61		5,428.61
699	676	SPECIAL SVCS 15-365	388,245.58		388,245.58
953	677	SCC CONSORTIUM DUES	180.59		180.59
711	687	IDEA BASIC ADULT SECURE CARE	6,177.25		6,177.25
712	688	JUVENILE DETENTION LEARN	0.00		0.00
118	689	HAVA BLOCK GRANT	6,527.65		6,527.65
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	210.34		210.34
716	716	TEAM ANONYMOUS	9,582.84		9,582.84
717	717	ADOLESCENT WELLNESS NETWORK	3,755.97		3,755.97
718	718	DISTRICT #99-INSURANCE FUND	10,522.10		10,522.10
719	719	YOUTH CAREER CONNECT GRANT	0.00		0.00
720	720	HEALTHY STUDENTS	0.00		0.00
750	750	ADULT EDUCATION - ELAA STATE	(3,217.50)		(3,217.50)
751	751	ADULT EDUCATION - ELAA FEDERAL	(7,087.90)		(7,087.90)
752	752	CAREER & COLLEGE READINESS	0.00		0.00
753	753	ADULT EDUCATION - ABE/ASE STATE	(4,774.57)		(4,774.57)
756	756	WIOA TABE 9-10	0.00		0.00
757	757	ADULT EDUCATION - IEL/CE TRAINING	(14,867.90)		(14,867.90)
759	759	WIOA POSTSECONDARY BRIDGE	0.00		0.00
653	760	NOGALES WASH MANHOLE #89 EMERG	(86,000.00)		(86,000.00)
387	803	ZIKA PHEP	0.00		0.00
186	956	EMANCIPATION ADMIN COSTS	68.24		68.24
248	974	COURT ENHANCEMENT FEE-JP #2	49,859.54		49,859.54
247	975	$13 ASSESSMENT FUND-JP #2	9,928.99		9,928.99
231	976	COURT ENHANCEMENT FEE-JP #1	145,823.68		145,823.68
230	977	$13 ASSESSMENT FUND-JP #1	64,333.93		64,333.93
353	978	OFFICER SAFETY EQUIPMENT-SO	4,864.66		4,864.66
148	981	DOMESTIC VIOLENCE STOP GRANT	0.00		0.00
147	982	PRETRIAL INTERVENTION PROGRAM	55,062.00		55,062.00
107	985	PALO PARADO RAILROAD IMPROVEMENT	0.00		0.00
149	986	VICTIM SERVICES DONATIONS	0.00		0.00
229	987	INCREASING EFFICIENCY	0.00		0.00
289	988	JUV DIVERSION SVC FEES-OVER	12,432.56		12,432.56
351	992	FEDERAL PROGRAM INCOME-MTF	0.00		0.00
386	993	MEDICAL RESERVE CORP	21,497.41		21,497.41
246	995	JP #2 FARE PROGRAM	1,581.47		1,581.47
208	997	CITIZEN CORPS TRAIN #150406-02	0.00		0.00
383	998	IMMUNIZATION PROGRAM	0.00		0.00
264	999	STATE-FILL THE GAP (FTG)	0.00		0.00
		TOTALS FOR ALL FUNDS	**$ 14,711,640.82**	**$ 6,644,922.26**	**$ 21,356,563.08**
		SUSPENSE FUND (AMT. UNAPPORT.)	**0**		

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PROJECTED END OF THE MONTH BALANCE
FOR GENERAL FUND

GENERAL FUND NET CASH BALANCE	3,174,835.05	
PENDING - REVENUE		
AUTO LIEU	80,000.00	
SALES TAX	150,000.00	
COUNTY 1/2 CENT TAX	175,000.00	
APPORTIONMENT AMOUNT	-	
LOTTERY	-	
PENDING - EXPENDITURES		
SEPTEMBER 15, 2020 EXPENSE WARRANTS	(400,478)	
SEPTEMBER 25, 2020 PAYROLL WARRANTS	(585,000)	
SPECIAL REVENUE DEFICIT	(2,087,081.43)	
STATE POOL INVESTMENT	1,782,168.81	
ESTIMATED E.O.M. BALANCE	**2,289,443.97**	
DIFFERENCE		**260,879.60**
CASH AT SEPTEMBER 2019	**2,028,564.37**	

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Santa Cruz County

Administrative Services

TO: Honorable Chairman and Members of the Board of Supervisors

FROM: Mauricio A. Chavez
Administrative Services Director

Cc: Jennifer St. John
County Manager

DATE: September 15, 2020

SUBJECT: Discussion/possible action to approve the agreement with Piper Sandler & Company for financial advisor services for the planned issuance of the County's Pledged Revenues Obligations, Series 2020 and any additional issues during the term of this Agreement.

STAFF RECOMMENDATION:
Staff recommends approval of the agreement with Piper Sandler & Company for financial advisor services for the planned issuance of the County's Pledged Revenues Obligations, Series 2020 and any additional issues during the term of this Agreement.

BACKGROUND:
Piper Sandler is engaged to provide services with respect to the planned issuance of the County's Pledged Revenues Refunding Obligations, Series 2020 and any additional issues during the term of this agreement. Piper Sandler will provide the scope of services detailed in the agreement and costs as detailed on appendix B.

FINANCIAL IMPLICATIONS:
Budgeted through the Flood Control District budget

PROPOSED MOTION:
Move to approve the agreement with Piper Sandler & Company for financial advisor services for the planned issuance of the County's Pledged Revenues Obligations, Series 2020 and any additional issues during the term of this Agreement.

PIPER | SANDLER

2525 E. CAMELBACK RD., SUITE 950
PHOENIX, AZ 85016
P (602) 808-5405
Piper Sandler & Co.
Since 1895. Member SIPC and NYSE.

Ms. Jennifer St. John
County Manager
Santa Cruz County, Arizona
2150 N. Congress Dr.
Nogales, Arizona 85621

Re: Financial Advisory Services Agreement

Dear Ms. St. John:

This Financial Advisory Services Agreement (the "Agreement") is entered into on September 1, 2020 by and between Santa Cruz County, Arizona (the "County") and Piper Sandler & Co. ("Piper Sandler" or the "Financial Advisor"). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial advisor, effective on the date this Agreement is executed (the Effective Date).

I. Scope of Services.

(A) ***Services to be provided.*** Piper Sandler is engaged by the County to provide services with respect to the planned issuance of the County's Pledged Revenues Refunding Obligations, Series 2020 and any additional issues during the term of this Agreement (the Issues).

(B) ***Scope of Services***. The Scope of Services to be provided respecting the Issues may consist of the following, if directed by the County:

1. Evaluate options or alternatives with respect to the proposed new Issue(s),
2. Assist the County and the County's Bond Counsel with election services, including aiding in preparation of the voter information pamphlet
3. Consult with and/or advise the County on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
4. Assist the County in establishing a plan of financing
5. Assist the County in establishing the structure, timing, terms and other similar matters concerning the Issue
6. Prepare the financing schedule
7. Attend meetings of the County's governing body, as requested
8. Advise the County on the manner of sale of the Issue
9. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
10. Advise the County with regard to continuing disclosure matters, as requested
11. At the time of sale, provide the County with relevant data on comparable issues recently or currently being sold nationally and by comparable cities/issuers.
12. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the County on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the County, advise on the acceptability of the underwriter's pricing and offer to purchase

13. Assist the County in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue
14. Respond to questions from underwriters
15. Arrange and facilitate visits to, prepare materials for, and make recommendations to the County in connection with credit ratings agencies, insurers and other credit or liquidity providers
16. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
17. Prepare a closing memorandum or transaction summary

For Services Respecting Official Statement. Piper Sandler will assemble the preliminary and final official statement from information received from you, third parties and your agents, such as bond counsel. Piper Sandler will rely on you to provide us with accurate and complete information, access to relevant personnel and agents, and your final approval to the distribution and use of the preliminary and final official statements to carry out these duties. In addition, you agree to allow us to rely on any opinion or representation of you or your counsel as to the accuracy or completeness of the preliminary and final official statement.

***II. Limitations on Scope of Services*.** In order to clarify the extent of our relationship, Piper Sandler is required under MSRB Rule G-42[1] to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the County and the Financial Advisor.

Unless explicitly directed by you in writing, the Scope of Services does not include evaluating advice or recommendations received by you from third parties.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

III. Amending Scope of Services. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. Compensation. Compensation is based on a fixed fee and is contingent on closing. See Appendix B – Fee Sheet. Compensation is payable, in immediately available funds, at closing.

V. IRMA Matters. If the County has designated Piper Sandler as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Sandler, its personnel and its role as IRMA in the written representation of the County contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Sandler and County agrees not to represent, publicly or to any specific person, that Piper Sandler is County's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Sandler's prior written consent.

VI. Piper Sandler's Regulatory Duties When Servicing the County. MSRB Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the County in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the County. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the County and the authority of each person acting on behalf of the County so as to effectively service the relationship with

[1] See MSRB Rule G-42(c)(v).

the County, to act in accordance with any special directions from the County, to understand the authority of each person acting on behalf of the County, and to comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the County, if any or by others that Piper Sandler reviews for the County, if any; (c) when making any representations, including with regard to matters pertaining to the County or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the County, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, County agrees to provide to Piper Sandler any documents on which the County has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

The County agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the County agrees that, to the extent the County seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the County will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses. Piper Sandler will be responsible for all of Piper Sandler's out-of-pocket expenses unless otherwise agreed upon or if travel is directed by County. If travel is directed by the County, the County will reimburse Piper Sandler for their expenses. In the event a new issue of securities is contemplated by this Agreement, County will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

VIII. Term of Agreement. The term of this Agreement will be for three (3) years from the Effective Date, unless extended or earlier terminated as provided for herein. The County will have the option to renew this contract for a maximum of two (2) additional one-year periods resulting in a contract that will not exceed five (5) years.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Sandler shall be due and payable upon termination. Upon termination, the obligations of Piper Sandler under this Agreement, including any amendment shall terminate immediately and Piper Sandler shall thereafter have no continuing fiduciary or other duties to the County. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

This Agreement is subject to cancellation under A.R.S. § 38-511, the terms of which are incorporated herein.

VIII. Independent Contractor. The Financial Advisor is an independent contractor and nothing herein contained shall constitute or designate the Financial Advisor or any of its employees or agents as employees or agents of the County.

IX. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Advisor and County.

X. Required Disclosures. MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

Such disclosures are provided in Piper Sandler's Disclosure Statement attached as Appendix A to this Agreement.

XI. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the County for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the County's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the County. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the County arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by the County of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to the County under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XII. Indemnification. Unless prohibited by law, the County hereby indemnifies and holds harmless the Financial Advisor, each individual, corporation, partnership, trust, association or other entity controlling the Financial Advisor, any affiliate of the Financial Advisor or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XIII. Official Statement. The County acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the County and that the failure of the Financial Advisor to advise the County respecting these laws shall not constitute a breach by the Financial Advisor or any of its duties and responsibilities under this Agreement. The County acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the County and not of Piper Sandler.

XIV. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the County at:

Santa Cruz County
2150 N. Congress Dr.
Nogales, Arizona 85621
Jennifer St. John, County Manager
(520) 375-7812
jstjohn@santacruzcountyaz.gov

Or to the Financial Advisor at:

Piper Sandler & Co.
2525 E. Camelback Road, Suite 950
Phoenix, AZ 85016-4244

Michael Vásquez, Senior Vice President
(602) 808-5405
michael.vasquez@psc.com

With a copy to:

Piper Sandler & Co.
Legal Department
800 Nicollet Mall, Suite 1000
Minneapolis, MN 55402

XV. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the State of Arizona for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the State of Arizona and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVI. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Arizona.

XVII. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XVIII. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XIX. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XX. Authority. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the County. The following individual(s) at the County have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Mr. Bruce Bracker, Chairman, County Board of Supervisors

The following individuals at Piper Sandler have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Michael Vásquez, Senior Vice President

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER SANDLER & CO.

By: Michael Vásquez
Michael Vásquez
Its: Senior Vice President

Date: September 1, 2020

ACCEPTED AND AGREED:

SANTA CRUZ COUNTY, ARIZONA

By: _____
Bruce Bracker
Its: Chairman, County Board of Supervisors

Date: _____

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

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APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) ***Disclosures of Conflicts of Interest*.** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the County. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a County oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the County and Piper Sandler of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Sandler. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Sandler may suffer a loss. Thus, Piper Sandler may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the County. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

***Transactions in County's Securities*.** As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the County, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

(B) ***Disclosures of Information Regarding Legal Events and Disciplinary History*.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the County's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. Most Recent Change in Legal or Disciplinary Event Disclosure. Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) ***How to Access Form MA and Form MA-I Filings*.** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at http://www.sec.gov/edgar/searchedgar/companysearch.html. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity to the County as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at http://brokercheck.finra.org, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at http://www.adviserinfo.sec.gov. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) ***Future Supplemental Disclosures*.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

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APPENDIX B – FEE SHEET

COSTS PROPOSAL

The proposal response is submitted as Dollars per $1,000 of bond proceeds. For small bonds, a rate with a minimum is suggested.

	Less than 10 Million	10 to 24.999 Million	25 to 49.999 Million	50 to 74.999 Million	75 to 99.999 Million	100 Million or more
New Debt Obligation						
Fee for Financial Advisor	$45,000 Minimum	Not to exceed $2.50/$1,000 ($45,000 Minimum)	Not to exceed $2.25/$1,000 ($65,000 Minimum)	Not to exceed $1.75/$1,000 ($105,000 Minimum)	Not to exceed $1.50/$1,000 ($130,000 Minimum)	Not to exceed $1.20/$1,000 ($145,000 Minimum)
Refinancing						
Fee for Financial Advisor only	$50,000 Minimum	Not to exceed $2.75/$1,000 ($50,000 Minimum)	Not to exceed $2.50/$1,000 ($70,000 Minimum)	Not to exceed $1.90/$1,000 ($115,000 Minimum)	Not to exceed $1.65/$1,000 ($140,000 Minimum)	Not to exceed $1.30/$1,000 ($160,000 Minimum)

Services and Fees	
Election Services Per Hour	Included in the above fees for no extra charge.
Other Charges for Services you may provide	Debt Defeasance: $7,500 minimum plus $1,000 for each additional debt issue. Placement Agent fee: 2% of total loan (minimum $30,000). Escrow Restructuring: Lesser of 0.25% of escrow value and 10% of net cost savings ($25,000 minimum). Tax Anticipation Notes: Financial Advisor- Not to exceed $2.00/$1,000; Underwriter- Not to exceed $2.45/$1,000. Assumes all work is done by one firm.
Fee for Additional Hours of Value Added Services	$250.00 - $450.00 per hour for financial advisory services outside of the bond issue related transactions.
List all items that you would expect to be reimbursed for during the course of the resulting contract	Assembly and printing of Official Statement (typically not exceeding $20,000) Costs of issuance that we pay at the request of the issuer, such as rating agency fees DTC/CUSIPs/Other Industry Fees Travel expenses (i.e., rating trips) FedEx/UPS Charges Telephone conference calls Auditor's Consent (if requested)

Notes:

- All fees stated above are inclusive. Piper Sandler & Co. will not include additional fees for lower rated credits or longer maturing bonds.
- Supplemental interest certificates, capital appreciation securities, convertible capital appreciation securities, stepped coupon securities or securities with taxable interest – add $1.25 per $1,000.

For assistance with financing involving title or real estate issues or water company acquisitions, land based security or other circumstances requiring a significantly higher degree to complexity or effort (e.g., requests to attend an unusually large number of meetings) the firm would negotiate a fair amount of additional compensation with the issuer.

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Santa Cruz County

Administrative Services

TO: Honorable Chairman and Members of the Board of Supervisors

FROM: Mauricio A. Chavez
Administrative Services Director

Cc: Jennifer St. John
County Manager

DATE: September 15, 2020

SUBJECT: Discussion/possible action to approve the engagement agreement with Squire Patton Boggs to serve as the County's Bond Counsel for the planned issuance of the County's Pledged Revenues Refunding Obligations, Series 2020.

STAFF RECOMMENDATION:

Staff recommends approval of the engagement agreement with Squire Patton Boggs to serve as the County's Bond Counsel for the planned issuance of the County's Pledged Revenues Obligations, Series 2020.

BACKGROUND:

The engagement agreement consists of the letter and standard terms and conditions of engagement. The engagement agreement is designed to address the responsibilities of each party and to outline important matters outlined in the scope of bond counsel services. Bond counsel will advise and assist the County in structuring the planned issuance of the Pledged Revenues Refunding Obligations, Series 2020 as outlined in Schedule I.

FINANCIAL IMPLICATIONS:

Fees proposed of $50,000 budgeted through the Flood Control District budget

PROPOSED MOTION:

Move to approve the engagement agreement with Squire Patton Boggs to serve as the County's Bond Counsel for the planned issuance of the County's Pledged Revenues Obligations, Series 2020.

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(602) 528-4843
Pedro.Miranda@squirepb.com

August 31, 2020

Jennifer St. John
County Manager
Santa Cruz County, Arizona
2150 N. Congress Dr. #119
Nogales, Arizona 85621

Re: Santa Cruz County, Arizona – Legal Services as Bond Counsel

Dear Ms. St. John:

I am pleased that Santa Cruz County, Arizona (the "County") wishes to engage Squire Patton Boggs (US) LLP ("Squire Patton Boggs") to serve as the County's Bond Counsel, with the current financing being pledged revenue refunding obligations to refinance the County's outstanding Pledged Revenue Obligations, Series 2012.

A written engagement agreement is required or recommended by the law of professional ethics in the jurisdictions in which Squire Patton Boggs practices law. The engagement agreement between us consists of this letter and the enclosed Standard Terms and Conditions of Engagement ("Standard Terms"). The engagement agreement is designed to address our responsibilities to each other and to outline for you certain important matters that are best established early as we form an attorney-client relationship with you in this matter.

The engagement agreement responds to requirements in the rules of professional ethics and is intended to achieve a better understanding between us. It is governed by the law of Arizona. We request that you review it carefully. By proceeding with this engagement you will be indicating to us that you have done so. It is important that you review and understand the terms of our relationship, such as the section on "Conflicts of Interest."

Bond Counsel Services to be Provided. As the County's bond counsel, we would expect to provide at least the services shown under "Scope of Bond Counsel Services" on Schedule I attached to this letter. The list represents the tasks customarily undertaken by bond counsel on these types of financings. Naturally, the County can choose to broaden or narrow our role as circumstances dictate for any financing.

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Fees.

We propose a fee for the County's Pledged Revenue Refunding Obligations, Series 2020 of $50,000.

We have conducted our normal internal check for any existing or potential conflicts of interest and have found no current conflicts that are in any way related to this engagement. We point out, however, that we regularly represent clients in financing transactions and workout matters or other matters unrelated to the advice we are rendering to the County in this matter, in which the interests of those clients are or may be adverse to those of the County. These engagements are undertaken on a transaction-by-transaction basis and we, therefore, do not believe that they give rise to any conflict of interest in this matter since we will represent only the County in this matter, even though we may simultaneously be representing those clients in other unrelated matters. By engaging us you are consenting to those simultaneous representations in other unrelated matters in accordance with the "Conflicts of Interest" section in the attached Standard Terms and Conditions of Engagement.

Please confirm your acceptance of this engagement agreement either (i) by signing and returning the copy of this letter that is enclosed for that purpose, or (ii) by assigning us work, or (iii) by sending us a letter or e-mail clearly referencing this engagement agreement and agreeing to it. If you do not agree with one or more of the provisions of the engagement agreement, please contact me so that we can try to address your concerns. If we do not receive a written objection within two weeks, you will be bound by this engagement agreement (although, as explained in the attached Standard Terms, you can terminate our services at any time). Of course, if you have any questions or concerns regarding the foregoing, please call me.

Throughout our relationship, we want the County to be satisfied with the professional services that we perform on its behalf. Accordingly, we encourage you to contact us just as soon as you have any questions or concerns regarding our services.

Sincerely,

Pedro J. Miranda

Enclosures

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Letter and Standard Terms Accepted,
including section on "Conflicts of Interest"

SANTA CRUZ COUNTY, ARIZONA

By:_____ Date: _____

Title: _____

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SCHEDULE I
SCOPE OF BOND COUNSEL SERVICES

1. We will advise and assist the County and its financing team in structuring the proposed financing issue (the "Issue"), including attending meetings of the financing team at which financing documents are discussed and reviewed and meetings of the governing boards which the Issue is authorized.

2. We will prepare the initial, subsequent and final drafts of bond resolutions and various other legal documents for the transcript essential to the authorization, sale and issuance of the Issue, with the precise nature of these documents to depend on the form of financing transaction agreed upon by the parties.

3. We will draft or assist in the development of suggested forms for customary transcript and closing documents including incumbency, no litigation, tax compliance and other certificates, required IRS 8038 forms and other legal documents comprising the Transcript of Proceedings that evidences the legal authority of the County to authorize, issue, sell and deliver the Issue.

4. We will review and comment upon those portions of any contemplated offering circular, placement memorandum or official statement (the "Disclosure Document") insofar as it describes the Issue, legal matters relating to approving opinions and tax exempt status and summarizes the terms of the underlying legal financing documents prepared by us.

5. We will confer with the County's bond underwriters, financial advisors and other parties with respect to the financing and review financing documents for compliance with the County's requirements.

6. We will assist and participate, as requested by the County, in activities relating to any contemplated credit enhancement and investment agreements, including the review of credit enhancement documents and document negotiation.

7. If bonds are sold on a tax-exempt basis, we will render a legal opinion as Bond Counsel that the Issue is legal, valid and binding and enforceable in accordance with its terms, subject to customary exceptions for bankruptcy and creditors' rights, and that, as applicable, the interest on the Issue is not included in gross income for federal and Arizona state income tax purposes.

8. We will render such supplemental legal opinions as are customarily given by Bond Counsel, including that the Issue is exempt from registration under federal securities laws and that the summaries contained in the Disclosure Document of the terms of the Issue, its security and the financing documents that are prepared by us are accurate.

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9. We will assist the issuer in obtaining from governmental authorities any approvals that may be required for the legal issuance of the Issue, including providing applicable notices and conducting TEFRA hearings.

10. We will provide such other legal advice and assistance as may be necessary or desirable in connection with the issuance and sale of the Issue, including advising the County of any legal or regulatory developments that may affect the financing.

11. We will assist in the preparation for and in the presentation to the rating agencies to the extent requested by the County.

12. We will provide consultation in connection with the sale of the Issue regarding review and comment on the bond purchase or placement agreement that is submitted by the underwriters or proposed purchasers.

13. We will arrange for and supervise the financing closing.

14. We will assemble a Transcript of Proceedings and distribute the same to appropriate parties.

15. We will perform such other functions as are reasonably requested by the County.

SQUIRE PATTON BOGGS

Standard Terms and Conditions of Engagement Applicable Worldwide

The engagement agreement between us consists of the accompanying cover letter and, as applicable, any separate Matter Acknowledgment Letter (collectively and individually "Engagement Letter"). It also consists of these additional Terms and Conditions of Engagement applicable worldwide and any Terms and Conditions of Engagement applicable for particular jurisdictions (collectively and individually "Standard Terms and Conditions of Engagement" or "Standard Terms"). The engagement agreement is the means by which you are retaining the Firm (as defined in these Standard Terms) to provide legal services. "You" and "yours" refers to our client(s) defined more fully below in the section entitled WHO IS OUR CLIENT. For your convenience, set forth below are the topics covered in these Standard Terms:

The Firm 3
What Professionals Will Provide the Legal Services? 4
Our Services to You 4
Who is Our Client? 5
Conflicts of Interest 5
Public Policy Practice 6
Termination of Representation 6
How We Set Our Fees 8
Other Charges 8
Billing Arrangements and Payment Terms 9
Revenue and Expense Sharing in relationships With Independent Law Firms 10
Taxes 10
Data Protection and Privacy 10
Client and Firm Documents 11
Equality and Diversity 11
Disclosure of Your Name 11
Firm Attorney/Client Privilege 11
Severability 11
Primacy 12
Entire Agreement 12
In Conclusion 12

THE FIRM

The "Firm" means, as the case may be, either Squire Patton Boggs (US) LLP[1] or Squire Patton Boggs (UK) LLP,[2] or Squire Patton Boggs (AU),[3] or Squire Patton Boggs (MEA) LLP,[4] or when necessary or appropriate under the law of a particular jurisdiction, an affiliate lawfully permitted to practice law in that jurisdiction. "Squire Patton Boggs" is the collective trade name for an international legal practice of which those entities are the practising entities. Your engagement in this instance is with the entity[5] which sent you the cover letter accompanying these Standard Terms. Still, Squire Patton Boggs attorneys worldwide are available to meet your needs and thus Squire Patton Boggs personnel from other Squire Patton Boggs entities may be selected to serve you whatever Squire

[1] Squire Patton Boggs (US) LLP is a limited liability partnership organized under the laws of the State of Ohio, USA.

[2] Squire Patton Boggs (UK) LLP (trading as Squire Patton Boggs) is a Limited Liability Partnership registered in England and Wales with number OC 335584 authorised and regulated by the Solicitors Regulation Authority. A list of the members and their professional qualifications is open to inspection at 7 Devonshire Square, London, EC2M 4YH.

[3] Squire Patton Boggs (AU) is a general partnership established under the laws of Western Australia.

[4] Squire Patton Boggs (MEA) LLP is a limited liability partnership organized under the laws of Washington, D.C.

[5] Squire Patton Boggs includes partnerships or other entities in a number of different nations. Due to local laws on regulation of the legal profession, the formal legal name may differ in some nations.

Patton Boggs entity you contract with. “We” or “us” refer not only to the entity you contract with, but also to all Squire Patton Boggs entities unless the context or applicable law requires reference only to the specific entity you contract with. The use of “Squire Patton Boggs” as a trade or business name or brand by all or any of such entities shall not imply that the international legal practice is itself engaged in the provision of legal or other services. For further information please see www.squirepattonboggs.com.

This engagement agreement shall apply to all matters for which you might now or in the future request our assistance, unless of course you and we agree in the future to an updated version of this engagement agreement or to a new or revised engagement agreement expressly referring to and superseding this engagement agreement in whole or in part. We encourage you to retain this engagement agreement.

WHAT PROFESSIONALS WILL PROVIDE THE LEGAL SERVICES?

In most cases one of our lawyers will be your principal contact. From time to time that attorney may delegate parts of your work to other lawyers or to legal assistants or nonlegal personnel in the Firm or to outside “contract” personnel.

OUR SERVICES TO YOU

In our letter that presents these Standard Terms to you, or in a separate Matter Acknowledgement Letter, we will specify the matter or case in which we will be representing you. Unless we agree in writing to expand the scope of our representation, an important part of our engagement agreement is that we are not your counsel in other matters, and you will not rely upon us to provide legal services for matters other than that described in the relevant letter. For example, unless specified in the relevant letter, our representation of you does not include any responsibility for: review of your insurance policies to determine the possibility of coverage relating to this matter; for notification of your insurance carriers about the matter; advice to you about your disclosure obligations under U.S. securities laws or any other laws or regulations; or advice on tax consequences. If at any time you do not have a clear understanding of the legal services to be provided or if you have questions regarding the scope of our services, we are relying on you to communicate with us.

We will apply our professional skill, experience and judgment to achieve your objectives in accordance with the honored standards of our profession that all attorneys are required to uphold. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control, including the unpredictable human element in the decisions of those with whom we deal in undertaking your representation.

The confidentiality of protected client information (known as “confidences” and “secrets” in some jurisdictions and as “information relating to the representation of a client” in others) (herein confidential information) will be maintained in accordance with Rule 1.6 of the ABA Model Rules of Professional Conduct to the maximum extent allowed by law. Consistent with the foregoing law on confidential information and this engagement agreement, we will not disclose to any other client or use against you any of your confidential Information and likewise will not disclose to you the confidential information of any other client or use that client’s confidential information against it.

Your responsibilities to us in each representation that you ask us to undertake include providing full, complete and accurate instructions and other information to us in sufficient time to enable us to provide our services effectively.

WHO IS OUR CLIENT?

An essential condition of our representation is that our only client is the person or entity identified in the accompanying letter. In the absence of an express identification of our client in the text of the letter, our client is the person or entity to whom the letter is addressed, even though in certain instances the payment of our fees may be the responsibility of others. In situations in which our client is an entity, we have addressed the letter to an authorized representative of the client. Throughout these standard terms, "you" refers to the entity that is our client, not the individual addressed.

Unless specifically stated in our letter, our representation of you does not extend to any of your affiliates and we do not assume any duties with respect to your affiliates. You are our only client. Unless we state specifically in our letter, we do not represent a corporate family or other group of which you may be a part, do not represent its members other than you, and do not owe them any duties. For example, if you are a corporation, our representation does not include any of your direct or indirect parents, subsidiaries, sister corporations, partnerships, partners, joint ventures, joint venture partners, any entities in which you own an interest, or, for you or your affiliates, any employees, officers, directors, or shareholders. If you are a partnership or limited liability company, our representation does not extend to the individual partners of the partnership or members of the limited liability company. If you are a joint venture, our representation does not extend to the participants. If you are a trade association, our representation excludes members of the trade association. If you are a governmental entity, our representation does not include other governmental entities, including other agencies, departments, bureaus, boards or other parts of the same government. If you are an individual, our representation does not include your spouse, siblings, or other family members. If you are a trust, you are our only client. The beneficiaries are not our clients, nor is the trustee in any capacity other than as the fiduciary for the particular trust in our representation. It would be necessary for related parties, including all those listed above, to enter into a written engagement agreement with us much like this one before they would become clients and we would assume duties towards them. You should know that our engagement agreements with a number of other clients have a similar provision.

If you provide us with any confidential information of your related parties or any other entities or individuals during our representation of you, we will treat it as your information and maintain its confidentiality in accordance with our duties to you as our client, but you are the exclusive party to whom we owe duties regarding such information.

Except as specifically agreed by both of us, the advice and communications that we render on your behalf are not to be disseminated to or relied upon by any other parties without our written consent.

CONFLICTS OF INTEREST

Since legal practice first began under the names of Squire Patton Boggs predecessors over 100 years ago, thousands of corporations, other businesses, individuals, governmental bodies, trusts, estates, and other clients have asked Squire Patton Boggs lawyers to represent them. Information on the nature of the Firm's clients and practice is available upon request and at www.squirepattonboggs.com. Because of

the broad base of clients that Squire Patton Boggs entities represent on a variety of legal matters, it is possible that you may find yourself in a position adverse to another client of the Firm or any other Squire Patton Boggs entity in counseling, litigation, business negotiations, or some other legal matter in which we do not represent you. Accordingly, following an insurer's recommendation we adopted the following model language:

You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to your interests or might be deemed to create a material limitation on our representation of you. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. In similar engagement agreements with a number of our other clients, we have asked for similar agreements to preserve our ability to represent you.

PUBLIC POLICY PRACTICE

Among the wide array of legal services that we provide to clients around the world are representations with respect to the legislative, executive, administrative and other functions of governments (herein "public policy" representations). We have a public policy practice in business regulation, defense, energy, resources and environmental matters, financial services, food and drug, domestic and international trade, health care, taxation, transportation, and numerous other areas affected by government action. Information on the extensive scope of our public policy practice, the other areas in which we offer legal services, and the large number and diversity of our clients is available on our website or on request. Given the breadth of our public policy practice, in agreeing to our representation of you, you should not discount the possibility that our representation of other clients in public policy matters at present or in the future might adversely affect your interests, directly or indirectly, or might be deemed to create a material limitation on our representation of you. A precondition to our forming an attorney/client relationship with you and undertaking your representation is your agreement that so long as such public policy representations are not substantially related to our representation of you and do not involve the use of material ethically protected client information to your disadvantage, the scope of the public policy representations that we can provide to existing or new clients will not be diminished in any respect by our undertaking our representation of you even if there would otherwise be a conflict. Agreement by our other clients to an analogous waiver may protect the scope of legal services that we can provide for you.

TERMINATION OF REPRESENTATION

You may terminate our representation at any time, with or without cause, upon written notice to us. After receiving such notice, we will cease to render services to you as soon as allowed by applicable law and ethical and/or court rules, which may include court approval of our withdrawal from litigation. Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred both before termination and afterwards in connection with an orderly transition of the matter, including fees and other charges arising in connection with any transfer of files to you or to other counsel,

and you agree to pay all such amounts in advance upon request.

You agree that the Firm has the right to withdraw from its representation of you if continuing the representation might preclude the Firm's or any other Squire Patton Boggs entity's continuing representation of existing clients on matters adverse to you or if there are any circumstances even arguably raising a question implicating professional ethics, for example, because a question arises about the effectiveness or enforceability of this engagement agreement, or a question arises about conduct addressed by it, or an apparent conflict is thrust upon the Firm or any other Squire Patton Boggs entity by circumstances beyond its reasonable control, such as by a corporate merger or a decision to seek to join litigation that is already in progress, or there is an attempt to withdraw consent.

In any of these circumstances, you agree that we would have the right to withdraw from the representation of you. Regardless of whether you or we terminate the representation, we would (with your agreement) assist in the transition to replacement counsel by taking reasonable steps in accordance with applicable ethical rules designed to avoid foreseeable prejudice to your interests as a consequence of the termination. You agree that regardless of whether you or we terminate the representation (A) we would be paid by you for the work performed prior to termination; (B) our representation of you prior to any termination would not preclude the Firm or any other Squire Patton Boggs entity from undertaking or continuing any representation of another party; and (C) as a result of the Firm's or any other Squire Patton Boggs entity's representation of another party you would not argue or otherwise use our representation of you prior to any termination to contend that the Firm or any other Squire Patton Boggs entity should be disqualified.

When we complete the specific services you have retained us to perform, our attorney-client relationship for that matter will be terminated at that time regardless of any later billing period. To eliminate uncertainty, our representation of you ends in any event whenever there is no outstanding request from you for our legal services that requires our immediate action and more than six (6) months (180 days) have passed since our last recorded time for you in the representation, unless there is clear and convincing evidence of our mutual understanding that the representation has not come to an end. After termination, if we choose to perform administrative or limited filing services on your behalf, including but not limited to receiving and advising you of a notice under a contract, lease, consent order, or other document with continuing effect, or filing routine or repeated submissions or renewals in intellectual property or other matters, or advising you to take action, our representation of you lasts only for the brief period in which our task is performed, unless you retain us in writing at that time to perform further or additional services. After termination, if you later retain us to perform further or additional services, our attorney-client relationship will commence again subject to these terms of engagement unless we both change the terms in writing at that time. Following termination of our representation, changes may occur in applicable laws that could impact your future rights and liabilities. Unless you actually engage us in writing to provide additional advice on issues arising from the matter after its completion, the Firm has no continuing obligation to advise you with respect to future legal developments.

During or following our representation of you, we will be entitled to recover from you fees for any time spent and other charges, calculated at the then applicable rates if we are asked to testify or provide information in writing as a result of our representation of you or any legal requirements, or if our

records from our representation of you are demanded, or if any claim is brought against the Firm or any of its personnel based on your actions or omissions (in addition to any other costs involving the claim), or if we must defend the confidentiality of your communications under the attorney-client or any other legal professional privilege (in which case we will to the extent that circumstances permit make reasonable efforts to inform you of the requirement made upon us and give you the opportunity to waive privilege).

HOW WE SET OUR FEES

Unless another basis for billing is established in this engagement agreement, we will bill you monthly for the professional fees of attorneys, paralegals, and other personnel incurred on your behalf based on their applicable rates and the number of hours they devote to your representation. Overall fees will be in accord with the factors in the applicable rules governing professional responsibility. The billing rates of the personnel initially assigned to your representation are generally specified in the accompanying engagement letter. The billing rates of our attorneys and paralegals vary, depending generally upon the experience and capabilities of the attorney or paralegal involved. Unless otherwise agreed in writing, we will charge you for their services at their applicable rates. Our hourly billing rates are adjusted from time to time, usually at the beginning of each year, both on a selected and firm wide basis. In addition, as personnel gain experience and demonstrate improved skills over time, they may advance into categories that generally have higher hourly billing rates. Advancements to a higher category are typically made annually. Upon any adjustment in the applicable rates, we will charge you the adjusted rates.

At times clients ask us to estimate the total fees and other charges that they are likely to incur in connection with a particular matter. Whenever possible, we are pleased to respond to such requests with an estimate or proposed budget. Still, it must be recognized that our fees are often influenced by factors that are beyond our control or unforeseeable or both. This is particularly true in litigation and other advocacy contexts in which much of the activity is controlled by the opposing parties and the Judge, Arbitrator or other decision-maker. Accordingly, such an estimate or proposal carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. We will not be obliged to continue work if the fees or other charges accrued on a matter reach an estimate previously given and a revised estimate cannot be agreed. It is also expressly understood that payment of our fees and charges is in no way contingent on the ultimate outcome of the matter.

OTHER CHARGES

As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we bill them to you separately or arrange for them to be billed to you directly. We may also require an advance payment from you for such charges. These charges typically relate to long-distance telephone calls; messenger, courier, and express delivery services; facsimile and similar communications; document printing, reproduction, scanning, imaging and related expenses; translations and related charges; filing fees; depositions and transcripts; witness fees; travel expenses; computer research; and charges made by third parties (such as outside

experts and consultants, printers, appraisers, local and foreign counsel, government agencies, airlines, hotels and the like). Other charges will generally be itemized on your bill, and will also be subject to VAT where applicable. Any bank charges which we incur when making check payments or telegraphic transfers of money will be charged to you inclusive of a handling fee. Our charges for these ancillary support services generally reflect our direct and indirect costs, but charges for certain items exceed our actual costs. For some services, particularly those that involve significant technology and/or support services provided by the Firm (such as imaging documents and computer research), we attempt from time to time to reduce costs by contracting with vendors to purchase a minimum volume of service that is beyond the needs of any single client. In those cases, we may bill you at a per unit rate that may not reflect the quantity discounts we obtain. In many cases the total quantity that will be used by all clients of the Firm over a year or other period of time is not certain. Our charge for fax services is typically based on a charge per page rather than the cost of the telephone usage. In the event any of our statements for such services are not paid by their due dates, you agree that we have the right not to advance any further amounts on your behalf.

When you send us a letter at the request of your auditors asking us for a response on any loss contingencies, we will charge you a fixed fee for our response that varies with the level of difficulty of the response.

Letter Type	Description	Rate
Clean	No litigation reported	US $550
Normal	1-3 cases	US $850
Extraordinary	>3 cases	US $1,350
Update	Update of prior response	US $400
No-Services	Verifying no work for client during fiscal year	US $75

Where we engage others to act on your behalf we do so as your agent and we will not be responsible for any act or omission of those parties. Notwithstanding our advance payments of any charges, you will be solely responsible for all invoices issued by third parties. It is our policy to arrange for outside providers of services involving relatively substantial charges (such as the fees of outside consultants, expert witnesses, appraisers, and court reporters) to bill you directly.

Prompt payment by you of invoices generated by third-party vendors is often essential to our ability to deliver legal services to you. Accordingly, you agree that we have the right to treat any failure by you to pay such invoices in a timely manner to be a material breach of your obligation to cooperate with us.

BILLING ARRANGEMENTS AND PAYMENT TERMS

We will bill you on a regular basis – normally, each month – for both fees and other charges. You agree to make payment within 30 days of the date of our statement, unless a different period of time is specified in the Engagement Letter. If you have any issue with our statement, you agree to raise it specifically before 30 days from the date of our statement or any other due date established in an Engagement Letter. If the issue is not immediately resolved, you agree

to pay all fees and other charges not directly affected by the issue before 30 days from the original bill or any other due date established in an Engagement Letter and all amounts affected by the issue within 10 days of its resolution. If we have rendered a final bill and we become liable for other charges incurred on your behalf, we will be entitled to render a further bill or bills to recover those amounts. In the event that a statement is not paid in full before 30 days from the date of our statement or any other due date established in an Engagement Letter late charges will be imposed on any unpaid fees and/or costs at the combined rate of eight percent (8%) per annum or at any lower rate legally required by a particular jurisdiction. If the cover letter accompanying these Standard Terms of engagement specifies an event or an alternate date upon which payment is due, late charges will be imposed on any unpaid fees and/or costs 30 days after the specified event or date or any other period specified in an Engagement Letter. The purpose of the late payment charge is to encourage prompt payment, thus reducing our billing and collection costs.

In addition, if your account becomes delinquent and satisfactory payment terms are not arranged, we may postpone or defer providing additional services or withdraw, or seek to withdraw, from the representation consistent with applicable rules. You will remain responsible for payment of our legal fees rendered and charges incurred prior to such withdrawal.

If our representation of you results in a monetary recovery by litigation or arbitration award, judgment, or settlement, or by other realization of proceeds, then (when permitted by applicable law) you hereby grant us an attorneys' lien on those funds in the amount of any sums due us.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time to time, we assist clients in pursuing third parties for recovery of attorneys' fees and other costs arising from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us before expiration of 30 days from the date of our statement unless a different period is established in an Engagement Letter.

REVENUE AND EXPENSE SHARING IN RELATIONSHIPS WITH INDEPENDENT LAW FIRMS

We have relationships with selected other independent law firms with offices in locations outside the United States where we do not have a Squire Patton Boggs office. Unless we actually form an attorney-client relationship with a client of such a selected independent law firm, such a party is not our client for any purpose, including conflicts of interests. In many cases we share revenues and expenses with such firms in a mutual relationship designed for multiple matters on a continuing basis over a substantial period of time. These fee and expense arrangements are intended to cover relationship expenses and to foster reliable client service over time. We will not increase our fee to you for the purpose of recovering any amounts paid to such other law firm. Other law firms with which we have relationships are required to observe the same restriction.

TAXES

You will be responsible for any applicable VAT or other sales tax that any jurisdiction may impose on our fees and other charges for this representation.

DATA PROTECTION AND PRIVACY

We will comply with applicable data protection laws and regulations for any personal data which you provide to us; and we will assume that you have complied with your own similar obligations. We may

process your personal data to enable us to provide you with legal and related services, for administrative purposes, and to comply with laws and regulations.

We may share the personal data you provide to us with some or all of our offices around the world and with other third parties who provide services to us or on our behalf, provided that on each occasion we take steps to ensure that the data is reasonably safeguarded.

CLIENT AND FIRM DOCUMENTS

We will maintain any documents you furnish to us in our client files for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us promptly as to which, if any, of the documents in our files you wish us to turn over to you. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and other charges. Your documents will be turned over to you in accordance with ethical requirements and subject to any lien that may be created by law for payment of any outstanding fees and costs. We may keep a copy of your files, made at your expense, if you ask us to return or transfer your files. We will retain our own documents and files, including our drafts, notes, internal memos, administrative records, time and expense reports, billing and financial information, accounting records, conflict checks, personnel materials, and work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, and other materials prepared by or for the internal use of our lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage charges, we have the right to destroy or otherwise dispose of any such documents or other materials retained by us seven years after the termination of the engagement, unless applicable law permits a shorter period for preservation of documents or requires a longer period, or unless a different period is specified in a special written agreement signed by both of us.

EQUALITY AND DIVERSITY

We have a written Equality and Diversity policy to which we seek to adhere at all times in the performance of our services. A copy will be provided to you upon your written request and is available on the Firm's website.

DISCLOSURE OF YOUR NAME

We are proud to serve you as legal counsel and hope to share that information with other clients and prospective clients. On occasion, we provide names of current clients in marketing materials and on our Web site. We may include your name on a list of representative clients. We may also prepare lists of representative transactions or other representations, excluding of course any we believe are sensitive. If you prefer that we refrain from using your name and representation in this manner, please advise us in writing.

FIRM ATTORNEY/CLIENT PRIVILEGE

If we determine during the course of the representation that it is either necessary or appropriate to consult with a Firm Ethics Attorney, General Counsel, other specially designated Firm attorney or outside counsel, we have your consent to do so with the confidentiality of our communications with such counsel protected by an attorney-client privilege which will not be diminished by our representation of you.

SEVERABILITY

In the event that any provision or part of this engagement agreement, including any letters expressly stated to be part of the

engagement agreement, should be unenforceable under the law of the controlling jurisdiction, the remainder of this engagement agreement shall remain in force and shall be enforced in accordance with its terms.

PRIMACY

Unless expressly superseded by explicit reference the sections “Who is our Client,” “Conflicts of Interest,” and/or “Public Policy Practice” are fully effective notwithstanding another provision in case of any duplication and to the fullest extent possible in case of inconsistency.

ENTIRE AGREEMENT

This engagement agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between us. This engagement agreement may be modified only by a signed written agreement by you and by us. You acknowledge that no promises have been made to you other than those stated in this engagement agreement.

GOVERNING LAW, COURTS AND BAR ASSOCIATION

All questions arising under or involving this engagement or concerning rights and duties between us will be governed by the law (excluding choice of law provisions) and decided exclusively by the courts and bar authorities of the jurisdiction in which the lawyer sending you this engagement agreement has his or her principal office unless another jurisdiction is specified in the letter accompanying these Standard Terms. When another jurisdiction provides that its law or courts or Bar authorities will govern notwithstanding any agreement, that other law may of course control, at least on certain questions.

IN CONCLUSION

We look forward to a mutually satisfying relationship with you. If you have any questions about, or if you do not agree with one or more of these terms and conditions, please communicate with your principal contact at the Firm so that we can try to address your concerns. Your principal contact can recommend changes that will be effective once you receive written notice of approval of any revisions, which, depending on the nature of the request, will be made by a Partner in Firm Management and/or an Ethics Partner. Thank you.

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Santa Cruz County

Department Staffing Request

Department: Sheriff _____ Date needed: _____A.S.A.P._____

The position requested is (check whichever applies)

__✔__ to fill four (4) vacant positions created by resignations and a promotion

_____ a new position

Position Title Detention Officer__ Source of Funding jail district X325-39-5103

Position is _____ Temporary Full Time _____ Temporary Part-Time

__✔__ Permanent Full Time _____ Permanent Part-Time

Benefits (if grant Funded)? _____ Yes _____ No

Is new job description required? _____ Yes __✔__ No

Personnel Review

Salary Range __53__ Entry Level Salary _$32,181_____

Budgeted Position __✔__Yes _____ No

Personnel Signature _Sonia J. Jones_____

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

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Santa Cruz County

Department Staffing Request

Department WIOA (Commerce) Date needed ASAP

The position requested is (check whichever applies)

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

Position Title: Adult Education Program Mgr Source of Funding X747-95-40 100%

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

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

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

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

Personnel Review

Salary Range 62 Entry Level Salary $40,189

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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Santa Cruz County

Department Staffing Request

Department: Sheriff _____ Date needed: _____A.S.A.P. ____

The position requested is (check whichever applies)

__✔__ to fill one (1) vacant position created by the resignation

_____ a new position

Position Title Public Safety Tele-Communicator__ Source of Funding X100-39-5103

Position is _____ Temporary Full Time _____ Temporary Part-Time

__✔__ Permanent Full Time _____ Permanent Part-Time

Benefits (if grant Funded)? _____ Yes _____ No

Is new job description required? _____ Yes __✔__ No

Personnel Review

Salary Range __53__ Entry Level Salary _$32,181_____

Budgeted Position __✔__ Yes _____ No

Personnel Signature Sonia J. Jones

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

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Interoffice Memorandum

TO: Board of Supervisors

FROM: School Superintendent, Alfredo I. Velásquez

SUBJECT: The intergovernmental agreement between the Santa Cruz County School Superintendent's Office and the Santa Cruz Valley Unified School district #35 for the purpose of implementing the South 32 Hermosa Project She Will Connect: Technolochicas Lift Initiative for the 19/20 school year.

DATE: September 3, 2020

CC: Jennifer St. John, County Manager

Recommendation:
Approve the intergovernmental agreement between the Santa Cruz County School Superintendent's Office and the Santa Cruz Valley Unified School District #35 for the purpose of implementing the South 32 Hermosa Project She Will Connect: Technolochicas Lift Initiative for the 20/21 school year.

Background:

The TECHNOLOchicas LiFT Initiative is designed to increase the number of middle school girls pursuing technology-related studies by the time they reach high school. For this initiative, The Santa Cruz County School Superintendent's Office in partnership with the Santa Cruz Valley Unified School District #35 will excite, encourage, and engage girls in technology-related subjects and fields. During the 20/21 school year, which is the fourth year of the program in SCVUSD #35, the initiative will continue a computer science education and awareness program for 20 middle school girls. The school will have a coordinator and one assistant that will work with the Santa Cruz County School Superintendent's Office to assure that the goals and objectives of the initiative are achieved.

TECHNOLOchicas is a campaign that is a collaborative project of the National Center for Women & IT (NCWIT) and Televisa Foundation designed to raise awareness among young Latinas and their families about opportunities and careers in technology. South 32 is a global resources company, producing products that are used in nearly every aspect of our daily lives and understands the important of working with local communities.

Financial Implications:
During the FY 20/21 the Santa Cruz County School Superintendent's Office will distribute $15,800 to the Santa Cruz Valley Unified School District #35 to allocate ($7900 each) equally between Coatimundi Middle School and Wade Calabasas School.

Proposed Motion:
"Mr. Chairman I move to approve the intergovernmental agreement between the Santa Cruz County School Superintendent's Office and the Santa Cruz Valley Unified School District #35 for the purpose of implementing the South 32 Hermosa Project She Will Connect: Technolochicas Lift Initiative for the 20/21 school year.

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INTERGOVERNMENTAL AGREEMENT
BETWEEN
SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT
and
SANTA CRUZ VALLEY UNIFIED SCHOOL DISTRICT #35

For the purpose of implementing the
The South 32 Hermosa Project She Will Connect: Technolochicas Lift Initiative

This agreement dated September 15, 2020 between the Santa Cruz County School Superintendent (SCCSS) a duly authorized official of the County of Santa Cruz, State of Arizona and the undersigned Santa Cruz Valley Unified School District #35 ("District") is a contract for services.

I. Authorization

The SCCSS is authorized to enter into this agreement pursuant to A.R.S. §15-365A and §15-302A and A.R.S. §11-952

The Santa Cruz Valley Unified School District #35 is authorized to enter into this agreement pursuant to A.R.S. §15-342 and A.R.S. §11-952.

II. Duration

This agreement shall become effective _____ until June 30, 2021. This agreement shall be binding upon the parties.

III. Purpose

The purpose of this agreement is to establish The South 32 Hermosa Project She Will Connect: Technolochicas Lift Initiative in Santa Cruz Valley Unified School District #35. This includes having responsibility for the proper implementation of all program activities and supporting evaluation and reporting requirements in accordance with the approved application and applicable state and Federal laws and regulations.

IV. Funding

Funding for services provided through this agreement shall be through a grant to the County School Superintendent's Office by the South 32 Hermosa Project.

V. Duties of the SCCSS

SCCSS shall:

A. Direct and oversee the program.
B. Provide leadership and support to the School Districts participating in the project.

C. Develop, in conjunction with the participating school districts, the annual work plan.
D. Ensure that the project is implemented as approved and in compliance with applicable laws, regulations, and directives. SCCSS will take appropriate action to include terminating this agreement if the project is not implemented as approved by the District.
E. Act as fiscal agent for the project.
F. Inform the District of any directives or communication from the granting agency or other agency that impacts program services, reporting, or finances.
G. Pay the District within 45 days of receiving an invoice from the District.
H. Pay cost for travel for programmed events outside of the programmed afterschool course hours.

VI. Duties of Santa Cruz Valley Unified School District #35:

Santa Cruz Valley Unified School District #35 shall:

A. Provide management staff to develop and operate the program as described in the approved grant application and approved program revisions.
B. Maintain and administer the budget.
C. Establish a location through which management and communication will take place.
D. Provide for the establishment and implementation of the proposed program services.
E. Provide for the acquisition and maintenance of educational resources, materials, and equipment for use in the program, utilizing competitive bidding practices in compliance with A.R.S. §15-213 and the School District Procurement Code, AAC R7-2-1091 *et seq.*
F. In providing services to program participants provide for the establishment of services that are sufficiently comprehensive to maintain compliance at all levels, provide for the establishment of appropriate evaluation services, provide for the establishment of an appropriate array of program options and related services. Provide for staff recruitment and development including in-service training of staff in accordance with the approved application and approved program revisions.
G. Provide for the establishment of a program and personnel evaluation plan that assures appropriate professional and participant input to assure high quality services. The District shall be responsible for selection, supervision, retention and discipline of said employees and staff.
H. The District shall submit to the SCCSS a program progress reports and a fiscal report including actual expenditures as required by dates specified by the SCCSS that complies with the program reporting requirements.
I. The District Superintendent may delegate all administrative and management duties to the assigned District Director.

VII. Termination and Withdrawals

A. The SCCSS and/or Santa Cruz Valley Unified School District #35 may determine that the public interest will not be served by the continuation of this agreement. At such time this agreement can be terminated with thirty (30) days written notice.
B. Liability of Obligations Prior to Withdrawal. A withdrawing party shall remain liable for any debts, liabilities or obligations incurred by that party while it was party to this agreement.
C. Conflict of Interest. The parties may cancel this agreement without penalty or further obligation pursuant to A.R.S. §38-511.

VIII. Inspection and Audit

All books, accounts, files, reports and other records relating to this contract shall be subject, at all reasonable times, to inspection and audit by the school district or agency of the State of Arizona and by representatives of the Comptroller General of the United States or Secretary of Education when required by federal regulations for five (5) years after the completion of the contract.

IX. Disposition of Property and Funds

In the event of defunding of the program or the complete rescission or other final termination of this agreement, any property interest remaining shall be disposed as follows:

A. Property purchased with state or federal funds shall be disposed of according to such rules and regulations as outlined by the South 32 Hermosa Project.

B. Santa Cruz Valley Unified School District #35 will maintain and keep in storage records and papers for the period determined by law.

X. Amendments

This agreement may be amended through written agreement of both SCCSS and Santa Cruz Valley Unified School District #35 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.

XI. Insurance

To the extent permissible under Arizona Law, each member of the agreement hereby indemnifies and holds harmless all other parties for that member district's payment of its proportional share of all costs, fees and expenses called for in this agreement.

The County and the School District each agree to obtain and maintain throughout the duration of this agreement public liability insurance, in an amount mutually agreed upon by the parties to be adequate but in no event less than $2,000,000 to insure each for any reasonably foreseeable risk of either party.

XII. Miscellaneous Provisions

A. This agreement and attachments shall constitute the full and complete understanding of the parties. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, signed by the designated district official, and attached to the original of this agreement. Such amendments must be approved by SCCSS and the District

B. Program and service designs shall be approved the Santa Cruz County Superintendent or designated administrator.

C. The agreement shall not be subject to assignment either in whole or in part by either SCCSS or District without the written consent of all parties.

D. During the performance of this agreement, all parties agree to comply with all applicable laws, rules and executive orders regarding non-discrimination, affirmative action, and equal employment opportunity, including Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, and Section 504 of the Rehabilitation Act of 1973, The Immigrations Control and Reforms Act of 1986, and both parties agree not to discriminate against any person on the basis of race, color, sex, religion, national origin, age, or handicap.

E. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

F. Compliance with Federal Immigration Laws and Regulations. Each party warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Each party acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the either party retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

G. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.

H. All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties by first class mail, return receipt requested at the following address:

David Verdugo	Superintendent Alfredo I. Velasquez
Superintendent	Santa Cruz County
SCVUSD #35	School Superintendent
570 Camino Lito Galindo	2150 N. Congress Dr.
Rio Rico, AZ 85648	Nogales, AZ 85621

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

XV. Severability

Should any portion, term, condition or provision of this agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Arizona, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions or provisions shall not be affected thereby.

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The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of the Parties after it has been approved at a public meeting by the respective public bodies.

Authorized Signatures:

Santa Cruz Board of Supervisors

_____ _____

Signature **Date**

Bruce Bracker, Chairman

Name, Position

Santa Cruz County School Superintendent

_____ _____

Signature **Date**

Alfredo I. Velásquez, County School Superintendent

Name, Position

Santa Cruz Valley Unified School District #35

_____ _____

Signature **Date**

_____

Name, Position

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The undersigned attorney/Designee, for each of the respective parties as identified below, have determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of this State to their respective clients.

Dated this _____ day of _____, 2020.

_____

Attorney for Santa Cruz County

Dated this _____ day of _____, 2020.

_____

Attorney for Santa Cruz Valley Unified School District #35

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SCOPE OF WORK

CONTRACTOR: Nogales Unified School District #1 Governing Board on the behalf of the Santa Cruz Valley Unified School District #35 **("District")**

PROGRAM: Santa Cruz County South 32 Hermosa Project She Will Connect:Technolochicas Lift Initiative

I. PROGRAM OVERVIEW

A. Santa Cruz County, as a grantee of the South 32 Hermosa Project, has received a grant to implement the South 32 Hermosa Project She Will Connect: Technolochicas Lift Initiative.

Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Contract shall be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney Genera*l to work in the United States.*

II. PROGRAM ACTIVITIES

The District shall:

A. General operations and implementation.
   1. Assign a staff person to work with the Santa Cruz County Superintendent's Office who will be point of contact and responsible for the implementation the Project.
   2. Implement the project at the approved schools. In conjunction with the Santa Cruz County School Superintendent's Office, supervise the Project and operations at the participating schools.
   3. Disseminate information and conduct outreach activities to market the Project to the SCVUSD #35 community at large.
   4. Coordinate project activities and services with school administration and counselors at each location offering the services.
   5. Coordinate project partner activities within District to further the requirements and benefits of the Project.

B. Administrative:
   1. Participate in the evaluation of the project. All student data will remain confidential.
   2. District shall ensure that activities are conducted in compliance with all state, local and federal laws and regulations applicable to the Project.

BUDGET.

The District shall receive the following financial assistance from SCCSS as described:

A. The District will receive annually $15,800 as described for Coatimundi Middle School and Calabasas School in equal amounts. (Exhibit A and B)

Budget modifications, if sought, can be conducted during the contract period per the agreement of both parties.

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EXHIBIT A

TECHNOLOchicas LiFT Program Coatimundi Middle School School Year 20/21 Budget			
	Description	**Amount**	**Total**
1	**Personnel**		
	One Site Instructor (full year)		
	Instructor will lead the school's TECHNOLOchicas LiFT Program.: • Initial training and set up • Program activities with participants (60 Hrs) • TECHNOLOchicas Event support • Activity Reporting • Program planning, and follow-up	**$2,300 per sem.**	**$4,600.00**
	One assistant	**$550 per semester**	**$1,100.00**
	• Assistants will help lead teacher during student trainings and supervise/chaperon during events		
		Total Personnel	**$5,700.00**
2	**Employee Benefits**		
	• Director and assistant		
		Total Employee Benefits	**$1,200.00**
3	**Supplies/Misc**		
	• Instructional supplies consumable. (8 sites/full year) • Parents' night supplies	**$500 per school per semester**	**$1,000.00**
		Total Supplies	**$1,000.00**
		TOTAL FOR SITE	**$7,900.00**

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EXHIBIT B

TECHNOLOchicas LiFT Program Calabasas School School Year 20/21 Budget			
	Description	**Amount**	**Total**
1	**Personnel**		
	One Site Instructor (full year) Instructor will lead the school's TECHNOLOchicas LiFT Program.: • Initial training and set up • Program activities with participants (60 Hrs) • TECHNOLOchicas Event support • Activity Reporting • Program planning, and follow-up	**$2300 per sem.**	**$4,600.00**
	One assistant • Assistants will help lead teacher during student trainings and supervise/chaperon during events	**$550 per semester**	**$1,100.00**
		Total Personnel	**$5,700.00**
2	**Employee Benefits**		
	• Director and assistant		
		Total Employee Benefits	**$1,200.00**
3	**Supplies/Misc**		
	• Instructional supplies consumable. (8 sites/full year) • Parents' night supplies	**$500 per school per semester**	**$1,000.00**
		Total Supplies	**$1,000.00**
		TOTAL FOR SITE	**$7900.00**

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Interoffice Memorandum

TO: Board of Supervisors

FROM: School Superintendent, Alfredo I. Velásquez

SUBJECT: Intergovernmental Agreement between the Santa Cruz County School Superintendent and Santa Cruz Valley Unified School District No. 35 for the purpose of implementing the Elementary Robotics Afterschool Program for the 2020/2021 school year for an amount of $10,926.

DATE: September 3, 2020

CC: Jennifer St. John, County Manager

Recommendation:
Approve the Intergovernmental Agreement between the Santa Cruz County School Superintendent and Santa Cruz Valley Unified School District No. 35 for the purpose of implementing the Elementary Robotics Afterschool Program for the 2019/2020 school year for an amount of $10,926.

Background:

The Elementary Robotics Afterschool Program is an afterschool program for elementary school students grades 3-5 to promote Science Technology Engineering and Math ("STEM") careers. The participating sites are San Cayetano Elementary School, Calabasas School, and Mountain View Elementary School.

Over the course of forty-two (42) program hours, a minimum of twenty (25) students will learn and apply theory of the functioning of a robot, understand the mechanics of the assembly process, and the function of electronic cards. The funding will also include support for an onsite director. Total funding from South 32 for the 2019-2020 fiscal year is fifty-three thousand, one-hundred dollars ($53,100). The funding from South 32 represents one half of the total required funding for the Elementary Robotics Afterschool Program. South 32 is a global resources company, producing products that are used in nearly every aspect of our daily lives and understands the important of working with local communities.

Financial Implications:
During the FY 20/21 the Santa Cruz County School Superintendent's Office will receive $10,926 from South 32 to distribute among San Cayetano Elementary School, Calabasas School, and Mountain View Elementary School.

Proposed Motion:
"Mr. Chairman I move to approve the Intergovernmental Agreement between the Santa Cruz County School Superintendent and Santa Cruz Valley Unified School District No. 35 for the purpose of implementing the Elementary Robotics Afterschool Program for the 2020/2021 school year for an amount of $10,926."

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INTERGOVERNMENTAL AGREEMENT
BETWEEN
SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT
and
SANTA CRUZ VALLEY UNIFIED SCHOOL DISTRICT NO. 35

For the purpose of implementing the
Elementary Robotics Afterschool Program for the 2020/2021 School Year.

This intergovernmental agreement dated September 15, 2020 between the Santa Cruz County School Superintendent (SCCSS) a duly authorized official of the County of Santa Cruz, State of Arizona and the undersigned SANTA CRUZ VALLEY UNIFIED SCHOOL DISTRICT NO. 35 ("District") is a contract for services.

I. Authorization

The SCCSS is authorized to enter into this agreement pursuant to A.R.S. §15-365A and §15-302A and A.R.S. §11-952

The District is authorized to enter into this agreement pursuant to A.R.S. §15-342 and A.R.S. §11-952.

II. Duration

This agreement shall become effective upon execution through June 30, 2021. This agreement shall be binding upon the parties.

III. Purpose

The SCCSS will receive funding from South 32 to help support the Elementary Robotics Afterschool Program and within participating school districts sites for the 2019/2020 school year. The Elementary Robotics Afterschool Program is an afterschool program for Elementary School Students grades 3-5 to promote Science Technology Engineering and Math ("STEM") careers. The students will learn and apply theory of the functioning of a robot, understand the mechanics of the assembly process, and the function of electronic cards.

The purpose of this agreement is to establish the "Elementary Robotics Afterschool Program" in the District with the above-mentioned funding and to also set forth the duties that the SCCSS and District will agree to perform in establishing, implementing, and administrating the project.

IV. Funding

Funding for services provided through this agreement shall be through a grant to the County School Superintendent's Office by the South 32 Hermosa Project and additional funds from The Santa Cruz County School Superintendent's Office.

V. Duties of the SCCSS

SCCSS shall:

A. Direct and oversee the program;
B. Provide leadership and support to the School Districts participating in the project;
C. Develop, in conjunction with the participating school districts, the annual work plan;
D. Ensure that the project is implemented as approved and in compliance with applicable laws, regulations, and directives. SCCSS will take appropriate action to include terminating this agreement if the project is not implemented as approved by the District;
E. Act as fiscal agent for the project;
F. Inform the District of any directives or communication from the granting agency or other agency that impacts program services, reporting, or finances;
G. Pay the District within 45 days of receiving an invoice from the District; and
H. Pay cost for travel for programmed events outside of the programmed afterschool course hours.

VI. Duties of DISTRICT:

SANTA CRUZ VALLEY UNIFIED SCHOOL DISTRICT NO. 35 agrees to:

A. Provide management staff to develop and operate the program as described in the approved grant application and approved program revisions;
B. Maintain and administer the budget;
C. Establish a location through which management and communication will take place;
D. Provide for the establishment and implementation of the proposed program services;
E. Provide for the acquisition and maintenance of educational resources, materials, and equipment for use in the program, utilizing competitive bidding practices in compliance with A.R.S. §15-213 and the School District Procurement Code, Arizona Administrative Code § R7-2-1091 *et seq*.
F. In providing services to program participants, the District shall provide for the establishment of:
    a. Services that are sufficiently comprehensive to maintain compliance at all levels;
    b. Appropriate evaluation services; Appropriate array of program options and related services; and

c. Staff recruitment and development, including in-service training of staff in accordance with the approved application and approved program revisions.

G. Provide for the establishment of a program and personnel evaluation plan that assures appropriate professional and participant input to assure high quality services. The District shall be responsible for selection, supervision, retention and discipline of said employees and staff.

H. The District shall submit to the SCCSS a program progress reports and a fiscal report including actual expenditures as required by dates specified by the SCCSS that complies with the program reporting requirements.

I. The District Superintendent may delegate all administrative and management duties to the assigned District Director.

J. The District must replace any robots or supplies that are damaged by the District. The SCCSS will not replace damaged or lost robots or supplies.

K. The District shall run the Robotics program from September through May of the 2020-2021 school year. Additionally, the district/school shall ensure that the Robotics Program offers at least 42 hours of programming to students from September through May of the 2020-2021 school year. If not, funding will be terminated.

VII. Termination and Withdrawals

A. The SCCSS and/or District may determine that the public interest will not be served by the continuation of this agreement. At such time this agreement can be terminated with thirty (30) days written notice.

B. Liability of Obligations Prior to Withdrawal. A withdrawing party shall remain liable for any debts, liabilities or obligations incurred by that party while it was party to this agreement.

C. Conflict of Interest. The parties may cancel this agreement without penalty or further obligation pursuant to A.R.S. § 38-511.

VIII. Inspection and Audit

All books, accounts, files, reports and other records relating to this contract shall be subject, at all reasonable times, to inspection and audit by the school district or agency of the State of Arizona and by representatives of the Comptroller General of the United States or Secretary of Education when required by federal regulations for five (5) years after the completion of the contract and in accordance with its Record Retention requirements.

IX. Disposition of Property and Funds

In the event of defunding of the program or the complete rescission or other final termination of this agreement, any property interest remaining shall be disposed as follows:

A. If the Elementary Robotics Afterschool Program is terminated, all robots and supplies that were purchased with South 32 or SCCSS funding, must be returned to the SCCSS office.

B. The District shall maintain and keep in storage records and papers in accordance with its record retention schedule.

X. Amendments

This agreement may be amended through written agreement of both SCCSS and the District 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.

XI. Insurance

To the extent permissible under Arizona Law, each member of the agreement hereby indemnifies and holds harmless all other parties for that member district's payment of its proportional share of all costs, fees and expenses called for in this agreement.

The County and the School District each agree to obtain and maintain throughout the duration of this agreement public liability insurance, in an amount mutually agreed upon by the parties to be adequate but in no event less than $2,000,000 to insure each for any reasonably foreseeable risk of either party.

XII. Miscellaneous Provisions

A. This agreement and attachments shall constitute the full and complete understanding of the parties. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, signed by the designated district official, and attached to the original of this agreement. Such amendments must be approved by SCCSS and the District

B. Program and service designs shall be approved the Santa Cruz County Superintendent or designated administrator.

C. The agreement shall not be subject to assignment either in whole or in part by either SCCSS or the District without the written consent of all parties.

D. During the performance of this agreement, all parties agree to comply with all applicable laws, rules and executive orders regarding non-discrimination, affirmative action, and equal employment opportunity, including Americans with Disabilities Act,

Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, and Section 504 of the Rehabilitation Act of 1973, The Immigrations Control and Reforms Act of 1986, and both parties agree not to discriminate against any person on the basis of race, color, sex, religion, national origin, age, or handicap.

E. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

F. Compliance with Federal Immigration Laws and Regulations. Each party warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Each party acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the either party retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

G. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.

H. To the extent A.R.S. §§ 35-393 through 35-393.03 is applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this contract to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

I. All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties by first class mail, return receipt requested at the following address:

David Verdugo Superintendent 570 Camino Lito Galindo Rio Rico, AZ 85648	Alfredo I. Velasquez Santa Cruz County School Superintendent 2150 N. Congress Dr. Nogales, AZ 85621

XIV. Severability

Should any portion, term, condition or provision of this agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Arizona, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions or provisions shall not be affected thereby.

The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of the Parties after it has been approved at a public meeting by the respective public bodies.

Authorized Signatures:

Santa Cruz Board of Supervisors

_____ _____

Signature **Date**

Bruce Bracker, Chairman

Name, Position

Santa Cruz County School Superintendent

_____ _____

Signature **Date**

Alfredo I. Velásquez, County School Superintendent

Name, Position

SANTA CRUZ VALLEY UNIFIED SCHOOL DISTRICT NO. 35

_____ _____

Signature **Date**

_____

Name, Position

The undersigned attorney/Designee, for each of the respective parties as identified below, have determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of this State to their respective clients.

Dated this _____ day of _____, 2020.

_____

Attorney for Santa Cruz County

Dated this _____ day of _____, 2020.

_____

Attorney for SANTA CRUZ VALLEY UNIFIED SCHOOL DISTRICT NO. 35

SCOPE OF WORK

CONTRACTOR: SANTA CRUZ VALLEY UNIFIED SCHOOL DISTRICT NO. 35
Governing Board on the behalf of the **SANTA CRUZ VALLEY**

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UNIFIED SCHOOL DISTRICT NO. 35 ("District")

PROGRAM: Elementary Robotics Afterschool Program

I. PROGRAM OVERVIEW

A. Santa Cruz County, as a grantee of the South 32 Limited, has received a grant to support the implementation of the Elementary Robotics Afterschool Program. South 32 Limited funds along with the Santa Cruz County School Superintendent's Office funds will provide the total support necessary to implement the program.

Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Contract shall be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney Genera*l to work in the United States.*

II. PROGRAM ACTIVITIES

The District shall:

A. General operations and implementation.

1. Assign a staff person to work with the Santa Cruz County Superintendent's Office who will be point of contact and responsible for the implementation the Project;
2. Implement the project at the approved schools. In conjunction with the Santa Cruz County School Superintendent's Office, supervise the Project and operations at the participating schools;
3. Disseminate information and conduct outreach activities to market the Project to the **SCVUSD NO 35** community at large;
4. Coordinate project activities and services with school administration and counselors at each location offering the services; and
5. Coordinate project partner activities within District to further the requirements and benefits of the Project.

B. Administrative:

1. Participate in the evaluation of the project. All student data will remain confidential; and
2. District shall ensure that activities are conducted in compliance with all state, local and federal laws and regulations applicable to the Project.

BUDGET.

The District shall receive the following financial assistance from SCCSS as described:

A. The District will receive annually $10,926 as described for Mountain View Elementary School, Calabasas School and San Cayetano Elementary School, in equal amounts (See Exhibits A and B). Budget modifications, if sought, can be conducted during the contract period per the agreement of both parties

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EXHIBIT A

Elementary Robotic Afterschool Program
San Cayetano Elementary School
For the Period July 1, 2020 to June 30, 2021

Note:

- Program will operate during the 20/21 school year.
- Participants are required to receive a minimum of 42 hours of programming plus attend programmed events such as training.

	Description	Amount	Total
1	**Personnel**		
	One Site Instructor	**$1,500 each instructor per semester**	
	Instructor will lead the school's Elementary Robotic Program: • Initial training and set up • Program activities with participants (42 Hours) • Activity Reporting • Program planning and follow-up		
		Total Personnel	**$3,000**
2	**Employee Benefits**		
	• Instructor		
		Total Employee Benefits	**$642**
		TOTAL FOR SITE	**$3,642**

EXHIBIT B

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Elementary Robotic Afterschool Program
Calabasas School
For the Period July 1, 2020 to June 30, 2021

Note:

- Program will operate during the 20/21 school year.
- Participants are required to receive a minimum of 42 hours of programming plus attend programmed events such as training.

	Description	Amount	Total
1	**Personnel**		
	One Site Instructor	**$1,500 each instructor per semester**	
	Instructor will lead the school's Elementary Robotic Program: • Initial training and set up • Program activities with participants (42 Hours) • Activity Reporting • Program planning and follow-up		
		Total Personnel	**$3,000**
2	**Employee Benefits**		
	• Instructor		
		Total Employee Benefits	**$642**
		TOTAL FOR SITE	**$3,642**

EXHIBIT C

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Elementary Robotic Afterschool Program
Mountain View Elementary School
For the Period July 1, 2020 to June 30, 2021

Note:

- Program will operate during the 20/21 school year.
- Participants are required to receive a minimum of 42 hours of programming plus attend programmed events such as training.

	Description	Amount	Total
1	**Personnel**		
	One Site Instructor (13 sites/full year)	**$1,500 each instructor per semester**	
	Instructor will lead the school's Elementary Robotic Program.: • Initial training and set up • Program activities with participants (42 Hours) • Activity Reporting • Program planning and follow-up		
		Total Personnel	**$3,000**
2	**Employee Benefits**		
	• Instructor		
		Total Employee Benefits	**$642**
		TOTAL FOR SITE	**$3,642**

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Interoffice Memorandum

TO: Board of Supervisors

FROM: School Superintendent, Alfredo I. Velásquez

Subject: Intergovernmental Agreement between SCCSSO and SCVUSD #35

DATE: September 8, 2020

CC: Jennifer St. John, County Manager

Recommendation:
Discussion/Possible Action to approve the Intergovernmental Agreement between the Santa Cruz County School Superintendent's Office and the Santa Cruz Valley Unified School District #35 effective October 1, 2020 through September 30, 2021.

Background:
The Gear Up Grant funded by the U.S. Department of Education is a seven year grant totaling $4.5 million. The Santa Cruz County School Superintendent's Office will implement the C-CREO Gear Up Program in all county schools and follow a cohort of 7th graders until their first year of post-secondary. The vision of Gear Up is to provide low-income students college & career readiness preparation.

The first goal for approval of this Intergovernmental Agreement is to continue a partnership between the SCCSSO and Santa Cruz Valley Unified School District #35.

The second goal for this Intergovernmental Agreement between the SCCSSO and SCVUSD #35 is to complete the scope of work which includes funding a Success Coach, and providing support for college & career readiness.

Financial Implications:
The SCCSSO will provide funds through the Gear Up Grant in the amount of $200,423 to pay for one Success Coach and to provide resource assistance. This will not affect the general fund.

Proposed Motion:
Mr. Chairman, I Move to approve the Intergovernmental Agreement between the Santa Cruz County School Superintendent's Office and the Santa Cruz Valley Unified School District #35 effective October 1, 2020 through September 30, 2021.

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INTERGOVERNMENTAL AGREEMENT
BETWEEN
SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT
and
SANTA CRUZ VALLEY UNIFIED SCHOOL DISTRICT

For the purpose of implementing the
College - Career Readiness and Educational Opportunities (C-CREO) Project

This agreement dated September 3, 2020 between the Santa Cruz County School Superintendent (SCCSSO) a duly authorized official of the County of Santa Cruz, State of Arizona and the undersigned Santa Cruz Valley Unified School District ("LEA") which is a Local Educational Agency in Santa Cruz County is a contract for services.

I. Authorization

The SCCSSO is authorized to enter into this agreement pursuant to A.R.S. §15-365A and §15-302A and A.R.S. §11-952

The Santa Cruz Valley Unified School District is authorized to enter into this agreement pursuant to A.R.S. §15-342 and A.R.S. §11-952.

II. Duration

This agreement shall become effective October 1, 2020 until September 30, 2021. This agreement shall be binding upon the parties and may be extended for up to five additional one (1) year terms upon the appropriate action of the parties.

III. Purpose

The purpose of this agreement is to establish the C-CREO Project which includes the career identity, academic preparation, career/college readiness (resolve/persistence), and career/college planning programs and activities for the LEA's students who are in 9th grade in SY 2020-2021. This includes having responsibility for the proper implementation of all program activities and supporting the evaluation and reporting requirements in accordance with Exhibit A, the approved application, and applicable state and Federal laws and regulations.

IV. Funding

Funding for services provided through this agreement shall be through a grant to the County School Superintendent's Office by the United States Department of Education, GEAR UP Program.

Accounting for Funds: LEA will submit quarterly cash management reports to the Santa Cruz County School Superintendent's Office that indicate the amount of C-CREO funds and local match funding expended by category. Detailed financial reports will be submitted by LEA as requested by the SCCSSO.

V. Duties of the SCCSSO

SCCSSO shall:

A. Direct and oversee the program and related career identity, academic preparation, career/college readiness (resolve/persistence), and career/college planning programs and activities.
B. Provide leadership and support to the partners participating in the project.
C. Develop, in conjunction with the LEA, the annual work plan.
D. Provide LEA the program activities in conjunction with LEA staff.
E. Approve all staff involved with the C-CREO project. Ensure staff is well qualified.
F. Arrange for and provide the training of the staff involved in the C-CREO project.
G. Provide the required resources (e.g. equipment and supplies) or funding for such as described in the LEA's approved work plan.
H. Ensure that the project is implemented as approved and in compliance with applicable laws, regulations, and directives. SCCSSO will take appropriate action to include terminating this agreement if the project is not implemented as approved by the District.
I. Act as fiscal agent for the project.
J. Inform the LEA of any directives or communication from the granting agency or other agency that impacts program services, reporting, or finances.
K. Pay the LEA within 45 days of receiving an invoice from the LEA.

VI. Duties of the Local Educational Agency:

Santa Cruz Valley Unified School District shall:

A. Provide management staff to develop and operate the program as described in the approved grant application and approved program revisions.
B. Maintain and administer the budget.
C. Establish a location through which management and communication will take place.
D. Provide for the establishment and implementation of the proposed program services.
E. Ensure staff is well qualified and meet the specifications established by the C-CREO project.
F. Provide for the acquisition and maintenance of educational resources, materials, and equipment for use in the program, utilizing competitive bidding practices in compliance with A.R.S. §15-213 and the Arizona Administrative Code, AAC R7-2-1091 *et seq.*
G. In providing services to program participants provide for the establishment of services that are sufficiently comprehensive to maintain compliance at all levels, provide for the establishment of appropriate evaluation services, provide for the establishment of an appropriate array of program options and related services.
H. Provide for staff recruitment and development including in-service training of staff in accordance with the approved application and approved program revisions.
I. Provide for the establishment of a program and personnel evaluation plan that assures appropriate professional and participant input to assure high quality services. The LEA shall be responsible for selection, supervision, retention and discipline of said employees and staff.
J. Conduct program activities as described in Exhibit A, Scope of Work.

K. The LEA shall submit to the SCCSSO program progress reports and fiscal reports including actual expenditures as required by dates specified by the SCCSSO that comply with the program reporting requirements.
L. The LEA may delegate all administrative and management duties to the assigned LEA Director.

VII. Termination and Withdrawals

A. The SCCSSO and/or LEA may determine that the public interest will not be served by the continuation of this agreement. At such time this agreement can be terminated with thirty (30) days written notice.
B. Liability of Obligations Prior to Withdrawal. A withdrawing party shall remain liable for any debts, liabilities or obligations incurred by that party while it was party to this agreement.
C. Conflict of Interest. The parties may cancel this agreement without penalty or further obligation pursuant to A.R.S. §38-511.

VIII. Inspection and Audit

All books, accounts, files, reports and other records relating to this contract shall be subject, at all reasonable times, to inspection and audit by the SCCSSO or agency of the State of Arizona and by representatives of the Comptroller General of the United States or Secretary of Education when required by federal regulations for five (5) years after the completion of the contract.

XI. Disposition of Property and Funds

In the event of defunding of the program or the complete rescission or other final termination of this agreement, any property interest remaining shall be disposed as follows:

A. Property purchased with state or federal funds shall be disposed of according to such rules and regulations as outlined by the State Department of Education or appropriate federal agency.

B. LEA will maintain and keep in storage records and papers for the period determined by law.

X. Amendments

This agreement may be amended through written agreement of both SCCSSO and LEA 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.

XII. Insurance

To the extent permissible under Arizona Law, each member of the agreement hereby indemnifies and holds harmless all other parties for that member district's payment of its proportional share of all costs, fees and expenses called for in this agreement.

The County and the LEA each agree to obtain and maintain throughout the duration of this agreement public liability insurance, in an amount mutually agreed upon by the parties to be adequate but in no event less than $2,000,000 to insure each for any reasonably foreseeable risk of either party.

XIV. Miscellaneous Provisions

A. This agreement and attachments shall constitute the full and complete understanding of the parties. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, signed by the designated district official, and attached to the original of this agreement. Such amendments must be approved by SCCSSO and the LEA.

B. Program and service designs shall be approved the Santa Cruz County Superintendent or designated administrator.

C. The agreement shall not be subject to assignment either in whole or in part by either SCCSSO or LEA without the written consent of all parties.

D. During the performance of this agreement, all parties agree to comply with all applicable laws, rules and executive orders regarding non-discrimination, affirmative action, and equal employment opportunity, including Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, and Section 504 of the Rehabilitation Act of 1973, The Immigrations Control and Reforms Act of 1986, and both parties agree not to discriminate against any person on the basis of race, color, sex, religion, national origin, age, or handicap.

E. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

F. Compliance with Federal Immigration Laws and Regulations. Each party warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Each party acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the either party retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

G. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.

H. All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties by first class mail, return receipt requested at the following address:

David Verdugo Superintendent Santa Cruz Valley Unified School District 1374 W. Frontage Rd. Rio Rico, AZ 85648	Alfredo I. Velasquez Santa Cruz County School Superintendent 2150 N. Congress Dr. Nogales, AZ 85621

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

XV. Severability

Should any portion, term, condition or provision of this agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Arizona, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions or provisions shall not be affected thereby.

The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of the Parties after it has been approved at a public meeting by the respective public bodies.

Authorized Signatures:

Santa Cruz Board of Supervisors

_____ _____

Signature **Date**

Bruce Bracker, Chairman

Name, Position

Santa Cruz County School Superintendent

_____ _____

Signature **Date**

Alfredo I. Velásquez, County School Superintendent

Name, Position

Santa Cruz Valley Unified School District #35

_____ _____

Signature **Date**

David Y. Verdugo, District School Superintendent

Name, Position

The undersigned attorney/Designee, for each of the respective parties as identified below, have determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of this State to their respective clients.

Dated this _____ day of _____, 2020.

_____

Attorney for Santa Cruz County

Dated this _____ day of _____, 2020.

_____

Attorney for Santa Cruz County School Superintendent's Office

Dated this _____ day of _____, 2020.

_____

Attorney for Santa Cruz Valley Unified School District

Attachments:

- Exhibit A: SCOPE OF WORK
  - Attachment A.1: Core Programs and Program Timelines

EXHIBIT A
SCOPE OF WORK

CONTRACTOR: Santa Cruz Valley Unified School District Governing Board on the behalf of the Santa Cruz Valley Unified School District ("LEA")

PROGRAM: College - Career Readiness and Educational Opportunities (C-CREO) Project

I. PROGRAM OVERVIEW

A. Santa Cruz County, as a grantee of the US Department of Education, GEAR UP program, proposes to contract with Santa Cruz Valley Unified School District to conduct the C-CREO Project which includes career identity, academic preparation, career/college readiness (resolve/persistence), and career/college planning programs and activities for the LEA's students who are in 9th grade in SY 2020-2021. The project is to:
   1. Develop career identities and pathways that increase accessibility to college and careers.
   2. Provide education and training pathways that offer rigorous, extended, and enhanced academic programs.
   3. Provide students with challenging, relevant learning opportunities that lead to post-secondary readiness.
   4. Enhance existing and develop innovative post-secondary planning programs

B. Critical components and timelines for implementation are listed in Attachment A.1.

C. As part of this effort, Santa Cruz County is entering into an agreement with Santa Cruz Valley Unified School District to conduct C-CREO activities for the LEA's target students. This agreement will be amended annually for the duration of time the cohort of participating students are enrolled in Santa Cruz Valley Unified School District schools ending September 30, 2024.

Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Contract shall be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney Genera*l* to work in the United States.

II. PROGRAM ACTIVITIES

A. General C-CREO operations and implementation. The LEA shall:
   1. Programmatic:
      a. Assign a staff person to work with the Santa Cruz County Superintendent's Office (SCCSSO) who will be point of contact and responsible for the implementation of C-CREO.
      b. Implement and support, in accordance with the annual work plan, C-CREO programs to include:
         i. Academic Preparation programs
         ii. College and career readiness activities that are part of the C-CREO project
         iii. College Readiness activities
         iv. College Planning activities
      c. In conjunction with the SCCSSO, supervise the C-CREO program and operations at the LEA's school(s).
      d. Disseminate information and conduct outreach activities to market C-CREO Program to the LEA's community at large.

e. Coordinate C-CREO program activities and services with school administration and coordinate C-CREO partner activities within the LEA to further the requirements and benefits of the C-CREO Program.
f. Build community and business engagement in the C-CREO Program, including supporting the GEAR UP coach(es) at each location offering the program.

2. Administrative:
   a. Provide documentation of funding for participating students and other non-federal funding being used as program match.
   b. Support C-CREO in developing strategies that will allow C-CREO to be sustained through public education funding, local workforce investment act program, private company sponsorship, or other ongoing fund sources.
   c. Participate in the Superintendent's Commission / Management Council to provide continued governance, structure, and leadership to C-CREO.
   d. Participate in planned meetings with partners to:
      i. Review curriculum content and sequence;
      ii. Review student status, retention and progression; and
      iii. Address unanticipated barriers.
   e. Participate in the evaluation of the project to include the National evaluation of C-CREO. All student data will remain confidential.
   f. Ensure activities are conducted in compliance with all state, local and federal laws and regulations applicable to the C-CREO program.

3. Student Recruitment and Participation:
   Work with the SCCSSO and grant funded College and Career Success Coaches to:
   a. Recruit eligible students to participate in C-CREO activities. All program services must be provided at no cost to the students.
   b. Conduct intake and establish participant files containing documentation of eligibility, grant-funded and match-funded activities and outcomes.
   c. Support C-CREO in collecting the data required for the program evaluation.

4. College and Career Identity, Academic Preparation, Readiness, and Planning.
   LEA shall, in conjunction with the SCCSSO, implement the approved College and Career Identity, Academic Preparation, College and Career Readiness, and College Planning activities for C-CREO participants. This includes working with the SCCSSO to:
   a. Provide individualized assessment and career and academic counseling to each GEAR UP (C-CREO) student that is included in an Individual Development Plan (IDP).
   b. Conduct monthly reviews of IDPs and identifying barriers to success and create a plan to address those barriers; and opportunities for achievement and plans to capitalize on those opportunities.
   c. Provide and/or coordinate with the SCCSSO and other programs age and grade appropriate activities in following key services: Tutoring and Academic Support; Education and Career Advising; Family Outreach and Awareness; Career Exploration; College Admission Assistance; Financial Aid Guidance; Career Exploration; and College Applications.
   d. Provide/support small-learning community strategies and activities, to include twice-monthly activities such as employability skills, study skills, online course-taking skills and industry specific topics. “Small-learning community” means autonomous

groups of students and teachers in a more personalized learning environment that can better meet the needs of students.

III. PERFORMANCE REQUIREMENTS

LEA shall, in conjunction with the SCCSSO, work to ensure C-CREO strives for and reports progress in meeting the following performance measures, goals, objectives, and outcomes.

A. National Performance Measures:
   1. Program:
      a. Students Served Data: Participant Distribution by Ethnic Background, Gender, Grade and New or Continuing Status, Limited English Proficiency, Special Need (have an IEP)
      b. Participating Schools: List all schools participating and scheduled to participate with grades, demographics
      c. Services provided to:
         i. Students: Type of Service; Number of Students in the GEAR UP Cohort Who Received the Service; Average Hours of Service Per Participant Receiving the Service Per Year
         ii. Teachers: Number of teachers who taught GEAR UP students during the reporting period; Number of teachers of GEAR UP students who participated in GEAR UP sponsored professional development during the reporting period (April through March); Average hours of professional development per participating teacher during the reporting period.
         iii. Schools: Type of service
         iv. Parents: Type of service; Number of parents of students in the GEAR UP Cohort who received the service; Average hours of service per participant receiving the service per year
   2. GEAR UP Student Outcomes
      a. Students Enrolled in Advanced Courses by Grade Level: Pre-algebra, Algebra 1 or equivalent, Geometry, Algebra II, Calculus, Chemistry, Physics, at least one Advanced Placement class.
      b. Educational Progress by Current GEAR UP Students: Grade Level, Number of Students:
         i. Performing at or above Grade Level in English/Language Arts
         ii. Performing at or above Grade Level in Mathematics
         iii. Promoted to the Next Grade Level at the End of the Prior School Year
         iv. With 5 or More Unexcused Absences During the First 2 Quarters of the School Year
         v. Taking ACT or SAT Exam
   3. Survey Data:
      a. Students and Parents. Each survey must include certain mandatory questions.

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B. Local Performance Measures:

C-CREO Goals, Objectives, Outcomes, and Benchmarks
USED Goal: Significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education. **C-CREO Project Goal:** Prepare the class of 2024 to master the Arizona Academic Standards and achieve the USED goal.
USED Obj 1: Increase the academic performance and preparation for post-secondary education of GEAR UP students.
Outcome 1.1: Annually, the percentage of students who demonstrate proficiency of the Arizona Academic Standards in Reading, Mathematics and Science on the state assessments administered each spring will be 10% greater than the average of the three previous classes. ***Outcome 1.2****:* Percent of students who pass Algebra 1 by the end of the 9th grade will increase from SY's 2015-2017 baseline of 68% to 85%. ***Outcome 1.3:*** Percent of C-CREO students who take two years of mathematics beyond State minimum requirements will increase 25% over SY's 2015-2017 baseline. ***Outcome 1.4:*** Beginning SY 2022, 35% of the students will progress from the MetroMatematicas Basic Learning Lab program to the Advanced Lab. ***Outcome 1.5:*** Annually, 80% of participating teachers will be evaluated as being highly effective (increased pedagogy and content knowledge) based on the ***T4S*** checklist.
Benchmark 1 1-5.1*:* Annually, schools will review and revise school improvement plans to include establishing academic support and enrichment classes ***Benchmark 1.1-5.2:*** By year 3, the high schools will have increased the availability of rigorous college preparatory classes by 10% per school. ***Benchmark 1.1-5.3:*** Annually, the C-CREO coaches will lead a review of the progress of all C-CREO participants and counsel them with regard to progress and future plans. ***Benchmark 1.1-5.4:*** Each year, 100% of the students will participate in 15 or more C-CREO services: e.g. YLI, after school, summer, tutoring, enrichment programs. ***Benchmark 1.1-5.5:*** Each year, 100% of the students not performing at grade level will participate in required tutoring and/or after-school and/or summer remedial classes ***Benchmark 1.1-5.6****:* Annually all teachers of C-CREO students will participate in effective classroom instruction and related professional development activities.
USED Obj 2: Increase high school graduation & postsecondary education participation rates
Outcome 2.1: Each year, Average Daily Attendance (ADA) will remain a minimum of 1% higher than the ADA recorded in the baseline years of SY's 2015-2017 of 95%. ***Outcome 2.2:*** Percent of C-CREO students promoted on time in successive grade levels will increase to 95% in year one and remain at that level through 12th grade. ***Outcome 2.3****:* Percent of C-CREO students who graduate from high school on time in SY 2024 will exceed the average of the three previous years (80%) by 10%. ***Outcome 2.4*****:** Percent of C-CREO students who enroll in postsecondary education will exceed the national average by 1% and the average of the three previous years.

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***Outcome 2.5*:** Percent of C-CREO students who place into college-level Math & English without need for remediation will increase by 20% from 65% current baseline to 78%.

Benchmark 2.1-5.1: By the end of year 1, all C-CREO students will have an academic plan (ECAP) that will prepare them for college.

Benchmark 2.1-5.2: By the end of year 1 and annually thereafter, all C-CREO students will participate in a minimum of 5 hours of academic counseling by Career-College Coaches annually.

Benchmark 2.1-5.3: By the end of year 1 and annually, all counselors of C-CREO students will participate in C-CREO Youth Leadership Institute training.

Benchmark 2.1-5.4: Each year, 100% of the C-CREO students will participate in a minimum of 20 hours of college readiness and mentoring activities with emphasis on peer mentoring.

USED Obj 3: Increase C-CREO students' and their families' knowledge of postsecondary education options, preparation, and financing.

Outcome 3.1: The percentage of C-CREO students and their families who have knowledge of necessary academic preparation for college will exceed the average for the previous year as measured by an annual Student Parent Readiness Survey (SPRS).

***Outcome* 3.2:** By the end of year two and each year thereafter, 90% of the students & parents will report that students are academically prepared for college.

Outcome 3.3: Percentage of students and parents who have knowledge of available financial aid will exceed the national average as measured by the annual SPRS.

***Outcome* 3.4:** By the end of year 3 and each year thereafter, 90% percent of C-CREO students and parents will believe they can afford college as measured by the annual SPRS.

Outcome 3.5: By the end of year one, 60% of the parents of C-CREO students will be actively engaged in activities associated with assisting students in their academic preparation for college as evidenced by participating in three or more activities. Years 2-7: 75%.

Benchmark 3.1-5.1: Quarterly, 100% of the C-CREO participants & parents will use the ECAP Academic Planner to review their progress to date in reaching their academic milestones.

Benchmark 3.1-5.2: Percent of students & parents who talk to College-**C**areer Coaches and/or advisors, about academic preparation or for college and college entrance requirements financial assistance or availability of financial assistance will meet or exceed 40% in year one of the project; Year 2: 50%; Year 3: 60%; Year 4 -6: 75%.

Benchmark 3.1-5.3: Annually, 50 students will participate in Job Shadowing activities; Beginning in year 3, 25 in internships.

Benchmark 3.1-5.4: Annually, 70% of parents of C-CREO students will report they read the C-CREO Newsletter; 40% will access the C-CREO web site and participate in parenting programs.

IV. BUDGET.

The following financial and or resource assistance will be provided as described:

A. Financial:

1. Personnel:
   a. Payment for C-CREO College and Career Coach. LEA will be compensated on a cost reimbursement basis according to the approved pay schedule. Not to exceed cost: $40,500 in School Year 2018-2019 and $57,000 annually in SY's 2 through 6.
   b. Payment for Tutors and Enrichment Instructors. Budgeted at 154 hours of tutoring in SY 2018-2019 @ $25 per hour. Not to exceed cost: $3,840 in SY 2018-2019; $2,880 annually in SY's 2 and 3; $7,680 in SY's 4 and 5; and $10,560 in SY 6.
   c. Stipends for high school teachers to participate in planning and professional development so as to prepare High School staff for incoming C-CREO students. LEA will be compensated on a cost reimbursement basis according to the approved pay schedule. Not to exceed cost: $2,880 annually in SY's 1 and 2; $3,520 in SY 3.
   d. Stipend to a teacher who will co-sponsor the Gear Up Leadership Club. Not to exceed cost: $1,000 annually in SY's 2-6.

B. Resources:

1. Instructional Supplies to be purchased by the SCCSSO for LEA program: Approximate worth $3,840 in SY 1; $4,200 in SY 2; $5,243 in SY 4; $2,240 in SY 5; and $5,243 in SY 6.
2. Continued use of MetroMatematicas equipment lab. Approximate worth $100,000.

C. Activities to be provided for participating C-CREO participants by SCCSSO:

1. LEAD LOCAL, ZIGMA Consulting, and MetroMatematicas America programing to include teacher training and certification;
2. Access to MetroMatematicas Virtual Laboratory;
3. External Evaluator and Management Consultant services;
4. Youth, Parent and Volunteer and Mentor Training;
5. Summer Enrichment Programs
6. Tuition to take college success courses and programs (freshman seminars-1st year experience course) for first-year students at SCCPC and virtual programs through the C-CREO center for students who are attending four year universities or tech-schools;
7. Internships, coaching, mentoring for student when they are college freshman

C. Local Match

LEA warrants that it will commit and document a mutually pre-determined in-kind local match over the next six years (SY 2018-2019, SY 2019-2020, SY 2020-2021, SY 2021-2022, 2022-2023, and 2023-2024). Match can be in the form of staff time, facility usage, utilities, facility repairs, equipment and furniture, travel, and similar local expenses associated with the C-CREO project. The amount of match is contingent on the requirements stipulated by the US Department of Education.

D. Payments to LEA.

Total financial and in-kind support to the LEA and its students is budgeted to be:

Type of Assistance / Year	SY 2018-2019	SY 2019-2020	SY 2020-2021	SY 2021-2022	SY 2022-2023	SY 2023-2024	Total
1. Financial Assistance Payments	$51,060	$59,760	$60,400	$66,923	$63,920	$69,803	$362,586
2. Resource Assistance	$124,337	$142,507	$140,023	$133,720	$129,452	$118,371	$788,409
Total Assistance	$175,397	$202,267	$200,423	$200,643	$193,372	$188,174	$1,150,995

All assistance is contingent on continuation of Federal funding. Budget modifications, if sought, can be conducted during the contract period.

V. REPORTS.

A. LEA and its C-CREO College and Career Coach shall submit to the County the following reports which will be used by the county to improve the program and meet the reporting requirements stipulated by the US Department of Education.

B. A quarterly progress report of participant outcomes per paragraph IIC above by the 15th of the following month. This report should include a narrative on progress to date, challenges and successes encountered, corrective actions if any, and success stories.

C. Monthly invoices ("payment requests") for compensation earned and costs incurred by the 15th working day of each month, and an accounting of match funds earned.

D. Annual program reports of program activities and student outcomes (reference section III, Performance Requirements), within ten (15) days after the end of the term of this Contract, unless County notifies LEA of a different time period.

E. Other reasonable records and reports as required by the Director or his/her designee.

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ATTACHMENT A.1

Career Readiness and Educational Opportunities Program (C-CREO)

A seven year grant awarded to Santa Cruz County
By the US Department of Education
For the Period
October 1, 2018 – September 30, 2025

C-CREO CORE PROGAMS, STRATEGIES and ACTIVITIES

Core Academic Programs:

1. Work to ensure students are at grade level by critical grades (8th and 10th) so they can take college prep classes in high school. Implement after school, evening, weekend, and summer extended learning programs in C-CREO locations accessible to youth. Establish summer transition programs to prepare students for high school and college.
2. Continually evaluate college readiness. Utilize the Education and Career Action Plan (ECAP) to monitor each student's progress from 7th to 12th grade.
3. Enhance each school's "good first teaching" plan as it relates to GEAR UP students by expanding/enhancing services so as to provide increased opportunities for all C-CREO students to succeed. This includes:
   a. Incorporating a proven effective applied learning STEM curriculum, the MetroMatematicas Learning Lab Program, so students learn and apply their knowledge and skills to real world scenarios.
   b. Implementing Six Sigma which necessitates students undertake the six steps of problem-solving: define, measure, analyze, improve and control (DMAIC).
   c. Preparing teachers to teach the MetroMatematicas and Six Sigma curriculum through intense training programs.
4. Expand Tier 2 and 3 instruction and tutoring activities as required in ECAP plans.
5. Expand existing Advanced Placement and/or International Baccalaureate programs; expand dual credit programs so C-CREO students will earn college credit while in high school.
6. Expand the training of teachers and administrators of C-CREO students in effective classroom instruction and supervision strategies. Prepare teachers to incorporate researched based effective learning strategies in daily instruction.

Core Career Identity, Resilience, College Readiness, and College Planning Programs:

1. Utilize the LEADLOCAL programs such as Youth Leadership Institute Career and College Readiness (YLI) program and distance technology to:
   a. Provide youth and their families with role models, visualize career opportunities and pathways to accomplish their aspirations.
   b. Introduce youth to career opportunities.
   c. Build student interest and commitment through planned awareness, education, and involvement activities.

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2. Expand counseling through:
   a. The efforts of the assigned school and C-CREO Center Career-College Coaches
   b. Web-based academic counseling programs/services.
   c. The use of Student Intervention Teams (SIT) to closely monitor C-CREO student progress, advise students, and coordinate academic interventions.
   d. Expanded individual academic planning and student and parent workshops at the C-CREO Center.
   e. The use of the Education & Career Action Plan tool to: a) plan coursework, explore their interests and develop skills; b) document post-secondary education goals; c) identify career options based on interests, values, and skills; d) document a career goal and needed educational requirements; e) plan to enroll in career and technical education courses; and f) explore admissions requirements for technical schools, community colleges, and universities, including college readiness test requirements such as the ACT and SAT.
   f. Programs offered by Santa Cruz Center to recruit, train, and utilize college students as peer coaches.
   g. The use of peer mentoring programs which involve college students supporting and facilitating youth activities.
   h. Youth mentoring and community service projects.
   i. Social media (Twitter, Facebook, Skype, Face Time, instant messaging) to outreach to C-CREO students.

Core Parents and Community Programs:

1. Hold activities in welcoming environments including the C-CREO center and homes.
2. Establish monthly neighborhood coffees for parents to learn about college opportunities, benefits, and financial support for college; discuss parenting and address cultural issues.
3. Involve parents in C-CREO activities such as preparing quarterly newsletter and/or volunteering at the Center.
4. Utilize partners to outreach to parents.
5. Translate all program materials into Spanish. Ensure translation is provided at all activities.
6. In collaboration with WIOA and related programs, involve parents in continuing education and ABE and literacy classes.
7. Promote an “invest in your community spirit” by involving the business community and governmental agencies in school to work programs, internships, and job shadowing.

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C-CREO APPROVED TIMELINES

Proposed C-CREO activities October 1, 2018 – September 30, 2025							
Description	**Year**						
	1	**2**	**3**	**4**	**5**	**6**	**7**
Establish the C-CREO College Center which is modeled after San Antonio Cafe College. Establish and provide mentoring and college readiness activities; Provide Center and school based age appropriate key services: Tutoring and Academic Support, Advising, Family outreach and awareness, College Admission Assistance, Financial Aid Guidance, Career Exploration, and College Applications.	X	X	X	X	X	X	X
Six Sigma Teachers will lead practicums and project based learning that incorporates Six Sigma strategies of the DMAIC process (define, measure, analyze, improve, control)		X	X	X	X	X	
C-CREO web site	X	X	X	X	X	X	X
Tutors and Enrichment Instruction	X	X	X	X	X	X	X
MetroMatematicas Applied Learning	X	X	X	X	X	X	X
Dual Credit					X	X	
WESTED Teach4Success	X						
Quantum Learning	X						
Student Mentors	X	X	X	X	X	X	
College success courses and programs (freshman seminars-1st year experience course)							X
Youth, Parent and Volunteer Training	X	X	X	X			
Summer Enrichment Programs	X	X	X	X	X		
Student Travel to college and career awareness activities	X	X	X	X	X	X	X

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Interoffice Memorandum

TO: Board of Supervisors

FROM: School Superintendent, Alfredo I. Velásquez

Subject: Memorandum of Agreement between SCCSSO and NUSD #1

DATE: September 8, 2020

CC: Jennifer St. John, County Manager

Recommendation:
Discussion/Possible Action to approve the Memorandum of Agreement between the Santa Cruz County School Superintendent's Office and the Nogales Unified School District #1 effective October 1, 2020 through September 30, 2021.

Background:
The Gear Up Grant funded by the U.S. Department of Education is a seven year grant totaling $4.5 million. The Santa Cruz County School Superintendent's Office will implement the C-CREO Gear Up Program in all county schools and follow a cohort of 7th graders until their first year of post-secondary. The vision of Gear Up is to provide low-income students college & career readiness preparation.

The first goal for approval of this Memorandum of Agreement is to continue a partnership between the SCCSSO and Nogales Unified School District #1.

The second goal for this Memorandum of Agreement between the SCCSSO and NUSD #1 is to complete the scope of work which includes providing resources and support for college & career readiness.

Financial Implications:
The SCCSSO will provide funds through the Gear Up Grant in the amount of $196,413 to pay for two Success Coaches and to provide resource assistance. This will not affect the general fund.

Proposed Motion:
Mr. Chairman, I Move to approve the Memorandum of Agreement between the Santa Cruz County School Superintendent's Office and the Nogales Unified School District #1 effective October 1, 2020 through September 30, 2021.

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Memorandum of Agreement
Between
Santa Cruz County School Superintendent
And
Nogales Unified School District #1

For the purpose of implementing the
College-Career Readiness and Educational Opportunities (C-CREO) Project

1. Names

This Agreement for providing the *College - Career Readiness and Educational Opportunities (C-CREO)* program activities ("Agreement") is made by *C-CREO*, a federally funded program funded by the U.S. Department of Education under the Santa Cruz County School Superintendent's Office (SCCSSO), and Nogales Unified School District #1, the "Partner".

2. Purpose

The purpose of this agreement is to allow the SCCSSO *C-CREO* program to provide program activities for the 2020- 2021 School Year.

3. Terms of Agreement

The Partner obligations are outlined in the attached scope of work (Attachment A) as stated in the Grant application. The *C-CREO* Director and/or his/her designee will work with the Partner to develop an annual work plan. The annual work plan will indicate the activities to be offered, curriculum to be used, location of activities, staffing, and days and hours of operation. A monthly calendar will be submitted for each site that the Partner operates.

The term of this Agreement begins on October 1, 2020 and ends on September 30, 2021. Annual renewal of this agreement will be contingent on grant renewal, the Partner completion of grant objectives, and the Partner meeting the assigned local match requirements.

Through this agreement, the SCCSSO *C-CREO* program agrees to provide on-going technical assistance, training, and services and resources in accordance with the work plan.

4. In Kind requirements

Per USDE requirements, *C-CREO* is required to show in-kind funding from participating partners. The Partner will provide but is not limited to the following in-kind matching support for this position:

- Office space, telephone service, internet connection and office furniture.
- Incidental supplies and materials.
- Administrative support and supervision of position.

Total annual match is being reviewed by the US Department of Education and is subject to change, but is scheduled to be no more than 50% of the total project costs for each period. (An in-kind local match of one dollar for every federal dollar that is expended.) Matching requirements will be determined by the Director of *C-CREO* and the Partner representative.

5. Miscellaneous Requirements

This agreement may be canceled for conflict of interest pursuant to Arizona Revised Statutes Section 38-511.

Any dispute concerning this Agreement which cannot be resolved by negotiation between the parties shall be submitted to arbitration pursuant to A.R.S. §12-1518 and Rules 72-76 of the Arizona Rules of Civil Procedure providing for arbitration by reference.

This Agreement fulfills part of the terms of the *College - Career Readiness and Educational Opportunities* GEAR-UP grant-funded program. It will be finalized upon signature from the authorized agents for the Partner and the Santa Cruz County School Superintendent's Office.

For:

_____

Partner

_____

Partner Address

By:

_____

Partner Representative Name and Position Date

Santa Cruz Board of Supervisors

_____ _____

Signature **Date**

Bruce Bracker, Chairman

For:
Santa Cruz County School Superintendent's Office
2150 N Congress Dr.
Nogales, AZ 85621

By:

_____

Alfredo I. Velasquez, Superintendent Date

Attachments:

- Exhibit A: Scope of Work

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EXHIBIT A
SCOPE OF WORK

CONTRACTOR: Nogales Unified School District #1 Governing Board on the behalf of the **Nogales Unified School District #1**

PROGRAM: *College - Career Readiness and Educational Opportunities (C-CREO) Project*

I. PROGRAM OVERVIEW

A. Santa Cruz County, as a grantee of the US Department of Education, GEAR UP program, has received a grant to implement the *College - Career Readiness and Educational Opportunities (C-CREO) Project*.

Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Contract shall be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General *to work in the United States.*

II. PROGRAM ACTIVITIES

The Partner shall:

A. General operations and implementation.
   1. Assign a staff person to work with the Santa Cruz County Superintendent's Office (SCCSSO) who will be point of contact and responsible for the implementation the Project.
   2. Implement the project in accordance with the approved work plan. In conjunction with the Santa Cruz County School Superintendent's Office, supervise the Project and operations at the participating schools.
   3. Disseminate information and conduct outreach activities to market the Project to the LEA's community at large.
   4. Coordinate project activities and services with school administration, school staff and programs, and the SCCSSO and the central program.
   5. Coordinate project partner activities within the LEA to further the requirements and benefits of the Project.
   6. Collect and report data required for program evaluation, reporting, and improvement as required by the SCCSSO.

B. Administrative:
   1. Participate in the evaluation of the project. All student data will remain confidential.
   2. District shall ensure that activities are conducted in compliance with all state, local and federal laws and regulations applicable to the Project.

BUDGET.

The District shall receive the following assistance from SCCSSO as described:

A. The LEA is budgeted to receive the equivalent of $196,413 in personnel and resources during the period October 1, 2020 and September 30, 2021 as described for SY 2020-2021 ninth (9th) grade students as described below.

B. All personnel will be hired and resources provided by the County School Superintendent's Office. All proposed expenditures must be pre-approved by the Santa Cruz County Superintendent's Office. The District should submit its request to the County School Superintendent's Office according to a mutually agreed upon schedule and calendar.

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C. LEA warrants that it will commit and document a mutually pre-determined in-kind local match over the next six years (SY 2018-2019, SY 2019-2020, SY 2020-2021, SY 2021-2022, 2022-2023, and 2023-2024). Match can be in the form of staff time, facility usage, utilities, facility repairs, equipment and furniture, travel, and similar local expenses associated with the C-CREO project. The amount of match is contingent on the requirements stipulated by the US Department of Education.

College - Career Readiness and Educational Opportunities (C-CREO) Project.
Personnel and Resources Assigned to Nogales Unified School District during the period October 1, 2020-September 30, 2021

	Personnel / Resource	Estimated Value
1	Success Coaches (2 FTE)	$108,000
2	Tutors and Enrichment Instructors Budget at 293 hours of tutoring in year 1 @ $25 per hour	$5,490
3	Teacher and staff professional development to prepare High School staff for incoming C-CREO students	$6,710
4	Instructional Supplies	$7,320
5	Web Site access	$6,100
6	Mentoring programs developed by LEADLOCAL	$15,250
7	Access to and participation in student and parent programs offered by the C-CREO Center located at Santa Cruz Center	$33,123
8	Training opportunities for Youth, Parent and Volunteer Training --	$2,440
9	Summer Enrichment Programs. For C-CREO participants	$10,980
10	Gear Up Math Mentorship Stipend for 40 hours @ $25 per hour	$1,000
	Total	**$196,413**

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Interoffice Memorandum

TO: Board of Supervisors

FROM: School Superintendent, Alfredo I. Velásquez

Subject: Memorandum of Agreement between SCCSSO and Lourdes Catholic School

DATE: September 8, 2020

CC: Jennifer St. John, County Manager

Recommendation:

Discussion/Possible Action to approve the Memorandum of Agreement between the Santa Cruz County School Superintendent's Office and Lourdes Catholic School effective October 1, 2020 through September 30, 2021.

Background:

The Gear Up Grant funded by the U.S. Department of Education is a seven year grant totaling $4.5 million. The Santa Cruz County School Superintendent's Office will implement the C-CREO Gear Up Program in all county schools and follow a cohort of 7th graders until their first year of post-secondary. The vision of Gear Up is to provide low-income students college & career readiness preparation.

The first goal for approval of this Memorandum of Agreement is to continue a partnership between the SCCSSO and Lourdes Catholic School.

The second goal for this Memorandum of Agreement between the SCCSSO and Lourdes Catholic School is to complete the scope of work which includes funding a Success Coach, and providing support for college & career readiness.

Financial Implications:

The SCCSSO will provide funds through the Gear Up Grant to pay for one Success Coach and to provide resource assistance. This will not affect the general fund.

Proposed Motion:

Mr. Chairman, I Move to approve the Memorandum of Agreement between the Santa Cruz County School Superintendent's Office and Lourdes Catholic School effective October 1, 2020 through September 30, 2021.

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Memorandum of Agreement
Between
Santa Cruz County School Superintendent
And
Lourdes Catholic School

For the purpose of implementing the
College-Career Readiness and Educational Opportunities (C-CREO) Project

1. Names

This Agreement for providing the *College - Career Readiness and Educational Opportunities (C-CREO)* program activities ("Agreement") is made by *C-CREO*, a federally funded program funded by the U.S. Department of Education under the Santa Cruz County School Superintendent's Office (SCCSSO), and Lourdes Catholic School.

2. Purpose

The purpose of this agreement is to allow the SCCSSO *C-CREO* program to provide program activities for the 2020- 2021 School Year.

3. Terms of Agreement

The partner obligations are outlined in the attached scope of work (Attachment A) as stated in the Grant application. The *C-CREO* Director and/or his/her designee will work with the Partner to develop an annual work plan. The annual work plan will indicate the activities to be offered, curriculum to be used, location of activities, staffing, and days and hours of operation. A monthly calendar will be submitted for each site that the Partner operates.

The term of this Agreement begins on October 1, 2020 and ends on September 30, 2021. Annual renewal of this agreement will be contingent on grant renewal, the Partner completion of grant objectives, and the Partner meeting the assigned local match requirements.

Through this agreement, the SCCSSO *C-CREO* program agrees to provide on-going technical assistance, training, and services and resources in accordance with the work plan.

4. In Kind requirements

Per USDE requirements, *C-CREO* is required to show in-kind funding from participating partners. The Partner will provide but is not limited to the following in-kind matching support for this position:

- Office space, telephone service, internet connection and office furniture.
- Incidental supplies and materials.
- Administrative support and supervision of position.

Total annual match is being reviewed by the US Department of Education and is subject to change, but is scheduled to be no more than 50% of the total project costs for each period. (An in-kind local match of one dollar for every federal dollar that is expended.) Matching requirements will be determined by the Director of *C-CREO* and the Partner representative.

5. Miscellaneous Requirements

This agreement may be canceled for conflict of interest pursuant to Arizona Revised Statutes Section 38-511.

Any dispute concerning this Agreement which cannot be resolved by negotiation between the parties shall be submitted to arbitration pursuant to A.R.S. §12-1518 and Rules 72-76 of the Arizona Rules of Civil Procedure providing for arbitration by reference.

This Agreement fulfills part of the terms of the *College - Career Readiness and Educational Opportunities* GEAR-UP grant-funded program. It will be finalized upon signature from the authorized agents for the Partner and the Santa Cruz County School Superintendent's Office.

For:

Lourdes Catholic School

P.O. Box 1865, Nogales, AZ 85621

By:

Partner Representative Name and Position Date

Santa Cruz Board of Supervisors

Signature **Date**

Bruce Bracker, Chairman

For:
Santa Cruz County School Superintendent's Office
2150 N Congress Dr.
Nogales, AZ 85621

By:

Alfredo I. Velasquez, Superintendent Date

Attachments:

- Exhibit A: Scope of Work

EXHIBIT A
SCOPE OF WORK

CONTRACTOR: Governing Board on the behalf of the

Lourdes Catholic School.

PROGRAM: *College - Career Readiness and Educational Opportunities (C-CREO) Project*

I. PROGRAM OVERVIEW

A. Santa Cruz County, as a grantee of the US Department of Education, GEAR UP program, has received a grant to implement the *College - Career Readiness and Educational Opportunities (C-CREO) Project*.

II. PROGRAM ACTIVITIES

The Partner shall:

A. General operations and implementation.
   1. Assign a staff person to work with the Santa Cruz County Superintendent's Office (SCCSSO) who will be point of contact and responsible for the implementation the Project.
   2. Implement the project in accordance with the approved work plan. In conjunction with the Santa Cruz County School Superintendent's Office, supervise the Project and operations at the participating schools.
   3. Disseminate information and conduct outreach activities to market the Project to the Partner's community at large.
   4. Coordinate project activities and services with school administration, school staff and programs, and the SCCSSO and the central program.
   5. Coordinate project activities to further the requirements and benefits of the Project.
   6. Collect and report data required for program evaluation, reporting, and improvement as required by the SCCSSO.

B. Administrative:
   1. Participate in the evaluation of the project. All student data will remain confidential.
   2. Partner shall ensure that activities are conducted in compliance with all state, local and federal laws and regulations applicable to the Project.

Resources and Services.

The Partner shall receive the following assistance from SCCSSO as described:

A. The Partner is budgeted to receive services in the form of personnel and resources during the period October 1, 2020 and September 30, 2021 as described for SY 2020-2021 ninth (9th) grade students as described below.

B. All personnel will be hired and resources provided by the County School Superintendent's Office. All proposed expenditures must be pre-approved by the Santa Cruz County Superintendent's Office. The Partner should submit its request to the County School Superintendent's Office according to a mutually agreed upon schedule and calendar.

C. The Partner warrants that it will commit and document a mutually pre-determined in-kind local match over the next six years (SY 2018-2019, SY 2019-2020, SY 2020-2021, SY 2021-2022, 2022-2023, and 2023-2024). Match can be in the form of staff time, facility usage, utilities, facility repairs, equipment and furniture, travel, and similar local expenses associated with the

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C-CREO project. The amount of match is contingent on the requirements stipulated by the US Department of Education.

College - Career Readiness and Educational Opportunities (C-CREO) Project.
Personnel and Resources assigned to support Lourdes Catholic School C-CREO participants during the duration of the Project, October 1, 2018-September 30, 2025.

	Personnel / Resource
1	Success Coach (1 FTE)
2	Tutors and Enrichment Instructors Budget at 293 hours of tutoring in year 1 @ $25 per hour
3	Teacher and staff professional development to prepare High School staff for incoming C-CREO students
4	Instructional supplies
5	Web Site access
6	Mentoring programs developed by LEADLOCAL
7	Access to and participation in student and parent programs offered by the C-CREO Center located at Santa Cruz Center
8	Training opportunities for Youth, Parent and Volunteer Training
9	Summer Enrichment Programs for C-CREO participants

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Interoffice Memorandum

TO: Board of Supervisors

FROM: School Superintendent, Alfredo I. Velásquez

Subject: Memorandum of Agreement between SCCSSO and Patagonia High School

DATE: September 8, 2020

CC: Jennifer St. John, County Manager

Recommendation:

Discussion/Possible Action to approve the Memorandum of Agreement between the Santa Cruz County School Superintendent's Office and Patagonia High School effective October 1, 2020 through September 30, 2021.

Background:

The Gear Up Grant funded by the U.S. Department of Education is a seven year grant totaling $4.5 million. The Santa Cruz County School Superintendent's Office will implement the C-CREO Gear Up Program in all county schools and follow a cohort of 7th graders until their first year of post-secondary. The vision of Gear Up is to provide low-income students college & career readiness preparation.

The first goal for approval of this Memorandum of Agreement is to continue a partnership between the SCCSSO and Patagonia High School.

The second goal for this Memorandum of Agreement between the SCCSSO and Patagonia High School is to complete the scope of work which includes funding a Success Coach, and providing support for college & career readiness.

Financial Implications:

The SCCSSO will provide funds through the Gear Up Grant to pay for one Success Coach and to provide resource assistance. This will not affect the general fund.

Proposed Motion:

Mr. Chairman, I Move to approve the Memorandum of Agreement between the Santa Cruz County School Superintendent's Office and Patagonia High School effective October 1, 2020 through September 30, 2021.

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Memorandum of Agreement
Between
Santa Cruz County School Superintendent
And
Patagonia High School

For the purpose of implementing the
College-Career Readiness and Educational Opportunities (C-CREO) Project

1. Names

This Agreement for providing the *College - Career Readiness and Educational Opportunities (C-CREO)* program activities ("Agreement") is made by *C-CREO*, a federally funded program funded by the U.S. Department of Education under the Santa Cruz County School Superintendent's Office (SCCSSO), and Patagonia High School, the "Partner".

2. Purpose

The purpose of this agreement is to allow the SCCSSO *C-CREO* program to provide program activities for the 2020- 2021 School Year.

3. Terms of Agreement

The partner obligations are outlined in the attached scope of work (Attachment A) as stated in the Grant application. The *C-CREO* Director and/or his/her designee will work with the Partner to develop an annual work plan. The annual work plan will indicate the activities to be offered, curriculum to be used, location of activities, staffing, and days and hours of operation. A monthly calendar will be submitted for each site that the Partner operates.

The term of this Agreement begins on October 1, 2020 and ends on September 30, 2021. Annual renewal of this agreement will be contingent on grant renewal, the Partner completion of grant objectives, and the Partner meeting the assigned local match requirements.

Through this agreement, the SCCSSO *C-CREO* program agrees to provide on-going technical assistance, training, and services and resources in accordance with the work plan.

4. In Kind requirements

Per USDE requirements, *C-CREO* is required to show in-kind funding from participating partners. The Partner will provide but is not limited to the following in-kind matching support for this position:

- Office space, telephone service, internet connection and office furniture.
- Incidental supplies and materials.
- Administrative support and supervision of position.

Total annual match is being reviewed by the US Department of Education and is subject to change, but is scheduled to be no more than 50% of the total project costs for each period. (An in-kind local match of one dollar for every federal dollar that is expended.) Matching requirements will be determined by the Director of *C-CREO* and the Partner representative.

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5. Miscellaneous Requirements

This agreement may be canceled for conflict of interest pursuant to Arizona Revised Statutes Section 38-511.

Any dispute concerning this Agreement which cannot be resolved by negotiation between the parties shall be submitted to arbitration pursuant to A.R.S. §12-1518 and Rules 72-76 of the Arizona Rules of Civil Procedure providing for arbitration by reference.

This Agreement fulfills part of the terms of the *College - Career Readiness and Educational Opportunities* GEAR-UP grant-funded program. It will be finalized upon signature from the authorized agents for the Partner and the Santa Cruz County School Superintendent's Office.

For:

Patagonia High School #20

200 W. Naugle Avenue, P.O. Box 295, Patagonia, AZ 85624

By:

Partner Representative Name and Position Date

Santa Cruz Board of Supervisors

Signature **Date**

Bruce Bracker, Chairman

For:

Santa Cruz County School Superintendent's Office
2150 N Congress Dr.
Nogales, AZ 85621
By:

Alfredo I. Velasquez, Superintendent Date

Attachments:

- Exhibit A: Scope of Work

EXHIBIT A
SCOPE OF WORK

CONTRACTOR: Governing Board on the behalf of the

Patagonia Elementary School

PROGRAM: *College - Career Readiness and Educational Opportunities (C-CREO) Project*

I. PROGRAM OVERVIEW

A. Santa Cruz County, as a grantee of the US Department of Education, GEAR UP program, has received a grant to implement the *College - Career Readiness and Educational Opportunities (C-CREO) Project*.

II. PROGRAM ACTIVITIES

The Partner shall:

A. General operations and implementation.
   1. Assign a staff person to work with the Santa Cruz County Superintendent's Office (SCCSSO) who will be point of contact and responsible for the implementation the Project.
   2. Implement the project in accordance with the approved work plan. In conjunction with the Santa Cruz County School Superintendent's Office, supervise the Project and operations at the participating schools.
   3. Disseminate information and conduct outreach activities to market the Project to the Partner's community at large.
   4. Coordinate project activities and services with school administration, school staff and programs, and the SCCSSO and the central program.
   5. Coordinate project activities to further the requirements and benefits of the Project.
   6. Collect and report data required for program evaluation, reporting, and improvement as required by the SCCSSO.

B. Administrative:
   1. Participate in the evaluation of the project. All student data will remain confidential.
   2. Partner shall ensure that activities are conducted in compliance with all state, local and federal laws and regulations applicable to the Project.

Resources and Services.

The Partner shall receive the following assistance from SCCSSO as described:

A. The Partner is budgeted to receive services in the form of personnel and resources during the period October 1, 2020 and September 30, 2021 as described for SY 2020-2021 ninth (9th) grade students as described below.

B. All personnel will be hired and resources provided by the County School Superintendent's Office. All proposed expenditures must be pre-approved by the Santa Cruz County Superintendent's Office. The Partner should submit its request to the County School Superintendent's Office according to a mutually agreed upon schedule and calendar.

C. The Partner warrants that it will commit and document a mutually pre-determined in-kind local match over the next six years (SY 2018-2019, SY 2019-2020, SY 2020-2021, SY 2021-2022, 2022-2023, and 2023-2024). Match can be in the form of staff time, facility usage, utilities, facility repairs, equipment and furniture, travel, and similar local expenses associated with the

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C-CREO project. The amount of match is contingent on the requirements stipulated by the US Department of Education.

College - Career Readiness and Educational Opportunities (C-CREO) Project.
Personnel and Resources assigned to support Patagonia Elementary School C-CREO participants during the duration of the Project, October 1, 2018-September 30, 2025.

	Personnel / Resource
1	Success Coach (1 FTE)
2	Tutors and Enrichment Instructors Budget at 293 hours of tutoring in year 1 @ $25 per hour
3	Teacher and staff professional development to prepare High School staff for incoming C-CREO students
4	Instructional supplies
5	Web Site access
6	Mentoring programs developed by LEADLOCAL
7	Access to and participation in student and parent programs offered by the C-CREO Center located at Santa Cruz Center
8	Training opportunities for Youth, Parent and Volunteer Training
9	Summer Enrichment Programs for C-CREO participants

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Interoffice Memorandum

TO: Board of Supervisors

FROM: School Superintendent, Alfredo I. Velásquez

Subject: Memorandum of Agreement between SCCSSO and SCCEF

DATE: September 8, 2020

CC: Jennifer St. John, County Manager

Recommendation:

Discussion/Possible Action to approve the Memorandum of Agreement between the Santa Cruz County School Superintendent's Office and the Santa Cruz County Provisional Community College District effective June 30, 2020 through September 30, 2022.

Background:

On August 29, 2019 the C-CREO Imagination Center was opened in the Santa Cruz Center. The makerspace was designed for C-CREO educational communities to utilize the space for project building, teacher training, and summer programs.

The first goal for approval of this Memorandum of Agreement is to renew the partnership and agreement with the Santa Cruz County Provisional Community College District for two additional years to September 30, 2022.

The second goal for this Memorandum of Agreement between the SCCSSO and the SCCPCCD is to complete the scope of work, which includes the use of the classroom space for the Imagination Center.

Financial Implications:

Not Applicable

Proposed Motion:

Mr. Chairman, I Move to approve the Memorandum of Agreement between the Santa Cruz County School Superintendent's Office and the Santa Cruz County Provisional Community College District effective June 30, 2020 through September 30, 2022.

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SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT
2150 N. Congress Drive, Suite 107
Nogales, Arizona 85621

Tel: 520-375-7940
Fax: 520-375-7941

ALFREDO I. VELÁSQUEZ
SCHOOL SUPERINTENDENT

"Education must not simply teach work - it must teach life."

Memorandum of Agreement between the Santa Cruz County School Superintendent's Office and the Santa Cruz County Provisional Community College District (SCCPCCD)

1. **Names**
   This Memorandum of Agreement ("Agreement") is made between the Santa Cruz County School Superintendent's Office (SCCSSO) and the Santa Cruz County Provisional Community College District (SCCPCCD).

2. **Purpose**
   The purpose of this agreement is to allow the SCCSSO to house the Imagination Center in the Santa Cruz Center. The Imagination Center will be used by College & Career Readiness Educational Opportunities (C-CREO) Grant Projects to integrate STEAM activities in to educational programs in Santa Cruz County.
   The goals will be accomplished by undertaking the following activities:

   SCCSSO will design and equip the Imagination Center in the Santa Cruz Center.
   SCCSSO will designate the use of the Imagination Center to C-CREO students and community members.
   SCCSSO will offer use of the Imagination Center to the Santa Cruz Center for training or other purposes.
   SCCSSO will establish and implement guidelines for use of the equipment in the Imagination Center.

   Through this agreement, the Santa Cruz Center agrees to provide a reasonable space for the housing of the Imagination Center.

3. **Reporting**
   The SCCSSO will be responsible for evaluation and reporting requirements as outlined in the grant.

4. **Funding**
   Not Applicable.

5. **Duration**
   This Memorandum of Agreement will become effective June 30, 2020 and end on September 30, 2022.

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For:

Santa Cruz County Provisional Community College District

Partner:

2021 N. Grand Avenue Nogales, Arizona 85621

Partner Address:

By:

(NAME, POSITION) Date:

For:

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

By:

Bruce Bracker, Chairman Date:

For:

Santa Cruz County School Superintendent's Office
2150 N. Congress Dr., Ste 107
Nogales, AZ 85621

By:

Alfredo I. Velásquez, Santa Cruz County School Superintendent Date:

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Interoffice Memorandum

TO: Board of Supervisors

FROM: School Superintendent, Alfredo I. Velásquez

Subject: Memorandum of Agreement between SCCSSO and NUSD #1

DATE: September 8, 2020

CC: Jennifer St. John, County Manager

Recommendation:

Discussion/Possible Action to approve the Memorandum of Agreement between the Santa Cruz County School Superintendent's Office and the Nogales Unified School District #1 effective July 1, 2020 through June 30, 2021.

Background:

The Youth Career Connect Grant funded by the U.S. Department of Labor is complete. The CREO Math Program featuring the MetroMatematicas and Six Sigma Curriculum, in partnership with NUSD #1, will continue. The district will sustain the program and the SCCSSO will provide support and assistance as needed. The equipment purchased with federal grant funds will be used as intended, or relocated to another educational setting.

The first goal for approval of this Memorandum of Agreement is to continue a partnership with Nogales Unified School District #1.

The second goal for this Memorandum of Agreement between the SCCSSO and NUSD #1 is to state that the equipment will be used as intended, or relocated to another educational setting.

Financial Implications:

There are no financial implications. This agreement will not affect the general fund.

Proposed Motion:

Mr. Chairman, I Move to approve the Memorandum of Agreement between the Santa Cruz County School Superintendent's Office and the Nogales Unified School District #1 effective July 1, 2020 through June 30, 2021.

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SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT
2150 N. Congress Drive, Suite 107
Nogales, Arizona 85621

Tel: 520-375-7940
Fax: 520-375-7941

ALFREDO I. VELÁSQUEZ
SCHOOL SUPERINTENDENT

"Education must not simply teach work - it must teach life."

Agreement to enable the Santa Cruz County School Superintendent's Office to continue to provide assistance and support to the MetroMatematicas and Six Sigma Program.

1. **Names**
   This Memorandum of Agreement ("Agreement") is made between the Santa Cruz County School Superintendent's Office (SCCSSO) and the Nogales Unified School District #1 (NUSD #1).

2. **Purpose**
   The purpose of this agreement is to allow the SCCSSO to continue providing support and assistance to the MetroMatematicas - Six Sigma program at Nogales High School, which was originally funded by the CREO/YCC Grant Project and is a component of the C-CREO GEARUP program.
   This will be accomplished by undertaking the following activities:

   A. SCCSSO will:

      i. Support program operations by continuing to locate the MetroMatematicas Lab and its associated equipment and supplies at Nogales High School.

      ii. Continue to support, monitor and collect data needed for performance reporting.

      iii. Offer training related to the C-CREO Grant Project goals.

      iv. Establish and implement a Mentorship Program for students who are enrolled in the MetroMatematicas and Six Sigma classes and provide college & career readiness exploration activities.

   B. NUSD #1 will:

      i. Support MetroMatematicas - Six Sigma programs as were implemented during the original CREO/YCC Grant Project.

      ii. Continue to recruit and promote the MetroMatematicas - Six Sigma to students.

      iii. Implement the MetroMatematicas curriculum and Six Sigma Practicum with fidelity and as designed.

      iv. Maintain the MetroMatematicas Lab and associated equipment and supplies so that it continues to be fully functional.

      v. Utilize the equipment and supplies in the MetroMatematicas Labs/Classrooms as approved and intended and in conjunction with the MetroMatematicas curriculum and Six Sigma Practicum.

      vi. Monitor and collect data needed for performance reporting.

3. **Reporting**
   A. The SCCSSO will be responsible for evaluation and reporting related to use and performance of students.

   B. NUSD #1 will provide data as needed to conduct the evaluations.

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4. **Funding**
   Not applicable.

5. **Duration**
   This Memorandum of Agreement shall become effective July 1, 2020 and shall end on June 30, 2021.

6. Termination and Withdrawals

A. The SCCSSO and/or LEA may determine that the public interest will not be served by the continuation of this agreement. An example of not in the public interest would be a determination by the SCCSSO that the MetroMatematicas Lab is being underutilized and the Lab and either all or selected equipment (stations) can be used in other locations. At such time this agreement can be terminated with thirty (30) days written notice.

B. Conflict of Interest. The parties may cancel this agreement without penalty or further obligation pursuant to A.R.S. §38-511.

For:

Santa Cruz County School Superintendent's Office
2150 N. Congress Dr. Ste 107
Nogales, AZ 85621

By:

Alfredo I. Velásquez, Santa Cruz County School Superintendent Date:

For:

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

By:

Bruce Bracker, Chairman Date:

For:
Nogales Unified School District #1

Partner:

310 W. Plum Street Nogales, Arizona 85621

Partner Address:

By:

(NAME, POSITION) Date:

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Interoffice Memorandum

TO: Board of Supervisors

FROM: School Superintendent, Alfredo I. Velásquez

Subject: Memorandum of Agreement between SCCSSO and SCVUSD #35

DATE: September 8, 2020

CC: Jennifer St. John, County Manager

Recommendation:
Discussion/Possible Action to approve the Memorandum of Agreement between the Santa Cruz County School Superintendent's Office and the Santa Cruz Valley Unified School District #35 effective July 1, 2020 through June 30, 2021.

Background:
The Youth Career Connect Grant funded by the U.S. Department of Labor is complete. The CREO Math Program featuring the MetroMatematicas and Six Sigma Curriculum, in partnership with SCVUSD #35, will continue. The district will sustain the program and the SCCSSO will provide support and assistance as needed. The equipment purchased with federal grant funds will be used as intended, or relocated to another educational setting.

The first goal for approval of this Memorandum of Agreement is to continue a partnership with Santa Cruz Valley Unified School District #35.

The second goal for this Memorandum of Agreement between the SCCSSO and SCVUSD #35 to state that the equipment will be used as intended, or relocated to another educational setting.

Financial Implications:
There are no financial implications. This agreement will not affect the general fund.

Proposed Motion:
Mr. Chairman, I Move to approve the Memorandum of Agreement between the Santa Cruz County School Superintendent's Office and the Santa Cruz Valley Unified School District #35 effective July 1, 2020 through June 30, 2021.

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SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT
2150 N. Congress Drive, Suite 107
Nogales, Arizona 85621

Tel: 520-375-7940
Fax: 520-375-7941

ALFREDO I. VELÁSQUEZ
SCHOOL SUPERINTENDENT

"Education must not simply teach work - it must teach life."

Agreement to enable the Santa Cruz County School Superintendent's Office to continue to provide assistance and support to the MetroMatematicas and Six Sigma Program.

1. **Names**
   This Memorandum of Agreement ("Agreement") is made between the Santa Cruz County School Superintendent's Office (SCCSSO) and Santa Cruz Valley Unified School District #35 (SCVUSD #35).

2. **Purpose**
   The purpose of this agreement is to allow the SCCSSO to continue providing support and assistance to the MetroMatematicas - Six Sigma program at Rio Rico High School, which was originally funded by the CREO/YCC Grant Project and is a component of the C-CREO GEARUP program. This will be accomplished by undertaking the following activities:

   A. SCCSSO will:

      i. Support program operations by continuing to locate the MetroMatematicas Lab and its associated equipment and supplies at Rio Rico High School.

      ii. Continue to support, monitor and collect data needed for performance reporting.

      iii. Offer training related to the C-CREO Grant Project goals.

      iv. Establish and implement a Mentorship Program for students who are enrolled in the MetroMatematicas and Six Sigma classes and provide college & career readiness exploration activities.

   B. SCVUSD #35 will:

      i. Support MetroMatematicas - Six Sigma programs as were implemented during the original CREO/YCC Grant Project.

      ii. Continue to recruit and promote the MetroMatematicas - Six Sigma to students.

      iii. Implement the MetroMatematicas curriculum and Six Sigma Practicum with fidelity and as designed.

      iv. Maintain the MetroMatematicas Lab and associated equipment and supplies so that it continues to be fully functional.

      v. Utilize the equipment and supplies in the MetroMatematicas Labs/Classrooms as approved and intended and in conjunction with the MetroMatematicas curriculum and Six Sigma Practicum.

      vi. Monitor and collect data needed for performance reporting.

3. **Reporting**
   A. The SCCSSO will be responsible for evaluation and reporting related to use and performance of students.

   B. SCVUSD #35 will provide data as needed to conduct the evaluations.

4. **Funding**
   Not applicable.

5. **Duration**
   This Memorandum of Agreement shall become effective July 1, 2020 and shall end on June 30, 2021.

6. Termination and Withdrawals

A. The SCCSSO and/or LEA may determine that the public interest will not be served by the continuation of this agreement. An example of not in the public interest would be a determination by the SCCSSO that the MetroMatematicas Lab is being underutilized and the Lab and either all or selected equipment (stations) can be used in other locations. At such time this agreement can be terminated with thirty (30) days written notice.

B. Conflict of Interest. The parties may cancel this agreement without penalty or further obligation pursuant to A.R.S. §38-511.

For:

Santa Cruz County School Superintendent's Office
2150 N. Congress Dr. Ste 107
Nogales, AZ 85621

By:

Alfredo I. Velásquez, Santa Cruz County School Superintendent Date:

For:

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

By:

Bruce Bracker, Chairman Date:

For:
Santa Cruz Valley Unified School District # 35

Partner:

590 Camino Lito Galindo Rio Rico, Arizona 85648

Partner Address:

By:

(NAME, POSITION) Date:

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Interoffice Memorandum

To: Board of Supervisors

From: Jeff Terrell, Health Services Director

SUBJECT: REQUEST APPROVAL OF AMENDMENT to Intergovernmental Agreement Contract NO. ADHS18-175310 Prop 201 Smoke Free Arizona

DATE: SEPTEMBER 15, 2020

Recommendation:
Staff recommends that the Board approve the Amendment to Intergovernmental Agreement Contract NO. ADHS18-175310, PROP 201 Smoke Free Arizona with the Arizona Department of Health Services

Background:
The Santa Cruz County Health Department has agreed to conduct certain functions under Prop 201 Smoke Free Arizona. The functions will include education, complaint investigations and routine inspection of businesses to ensure compliance with Smoke Free Arizona. Enforcement will be conducted by ADHS. This IGA was previously approved and signed on July 25, 2017.

Financial Implications:
Funding is being reduced to $37003.00 and is provided by a grant from ADHS under the Smoke Free Arizona Act.

Proposed Motion:
Move to approve the Amendment to the Intergovernmental agreement contract no. ADHS18-175310, Prop 201 Smoke Free Arizona.

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Prop 201 Smoke Free Arizona

Effective upon signature, it is mutually agreed that the Contract referenced is amended as follows:

1. Pursuant to Terms and Conditions, Page Seven (7), Provision Six (6), Contract Changes, Subsection (6.1), Amendments, Purchase Orders and Change Orders, the Price Sheet of the Agreement is hereby revised and replaced by the Price Sheet of this Amendment One (1).

2. Pursuant to Terms and Conditions, Page Seven (7), Provision Six (6), Contract Changes, Subsection (6.1), Amendments, Purchase Orders and Change Orders, the Special Terms and Conditions is revised to add the following:

22. Authorization for Provision of Services:

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

(continued on next page)

ALL OTHER PROVISIONS OF THIS AGREEMENT REMAIN UNCHANGED.

Santa Cruz County **Contractor Name**	**CONTRACTOR SIGNATURE** **Contractor Authorized Signature**
2150 N. Congress Drive **Address**	**Printed Name**
NogalesARIZONA 85621 **City State Zip**	**Title**
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona. **Signature Date**	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. **State of Arizona** **Signed this _____ day of _____ 20_____**
Printed Name	**Procurement Officer**
Contract No.ADHS18-175310, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona. Signature Date Assistant Attorney General Printed Name:	

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NEW Price Sheet/Fee Schedule

Effective July 1, 2020

Type of Unit	**Unit Rate**
Budget Period: 7/1 – 6/30	
Education and Compliance Activities of Food Establishments Under Permit in Santa Cruz County	$30.00 Per Visit
Education and Compliance Activities of Public Places and Places of Employment Located in Santa Cruz County	$130.00 Per Visit
Estimated quarterly amount	**$9,250.75**
Not to exceed Annual Total	**$37,003.00**

Note: If the contractor has unused funds from the previous quarters, the contractor shall carry forward the funds to the following quarters, up to the term of the budget period.

All expenses are inclusive of any travel and travel related expenses.

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PROCLAMATION

PROCLAMATION IN SUPPORT OF MEXICO'S INDEPENDENCE DAY

WHEREAS, there is a significant population of residents in Santa Cruz County, whose roots and strong ties go back to Mexico; and

WHEREAS, the Countries of the United States of America and the United Mexican States are peaceful nations who both enjoy liberty, freedom and democracy; and

WHEREAS, the Mexican Consulate General of Mexico in Nogales is the official representation of the Mexican Government and establishes permanent contact with the people of the local community living within its jurisdiction to expedite necessary information about their country in a way which will protect Mexican residents living in the area; and

WHEREAS, the Mexican Government through its Official Representative, the Consulate General of Mexico serves, and has served, the Mexican residents in this local jurisdiction since May 14th, 1885; and

WHEREAS, the Country of Mexico started the fight for Independence from Spain in 1810, and has always celebrated with "El Grito de Dolores" on September 15th and Independence Day on September 16th; and

WHEREAS, on September 15th, 1810, Father Miguel Hidalgo y Costilla rang the bell of his church in the town of Dolores, State of Guanajuato, to gather the people and called cry of Independence known as "El Grito de Dolores" (the Cry of Dolores); and

WHEREAS, Santa Cruz County, in conjunction with the Mexican Consulate General, the Mexican citizenry of the county of Santa Cruz, Arizona, the Mexican-American community, and our neighbor City of Nogales, Sonora celebrates the special occasion of the Independence of Mexico.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of Supervisors of the County of Santa Cruz and residents of Santa Cruz County join in congratulating the Mexican People and Government in the celebration of their Independence and convey through the Consulate General of Mexico in Santa Cruz County, continued prosperity and peaceful relations between both countries and cities with the spirit of cooperation that unites us as an economic, cultural and historical region now and in the future.

DATED this 15th day of September, 2020.

Bruce Bracker Chairman	Manny Ruiz Vice-Chairman	Rudy Molera Supervisor

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PROCLAMATION

SANTA CRUZ COUNTY, AZ

WHEREAS, the Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) is a federally funded, competitive grant program designed to increase the number of low-income students who are prepared to enter and succeed in postsecondary education;

WHEREAS, GEAR UP serves low-income, minority, and disadvantaged students and their families from underserved communities who might be the first person in their family to go to college; and

WHEREAS, GEAR UP provides six- or seven-year grants to states or partnerships to deliver support and resources to students and their families, starting no later than the 7th grade (middle school), through high school and onward to fulfill their dreams of attaining a postsecondary education; and

WHEREAS, GEAR UP includes interventions such as tutoring, mentoring, rigorous academic preparation, financial education and college scholarships to improve access to higher education for low income, minority, and disadvantaged first-generation students and their families; and

WHEREAS, GEAR UP is built around public-private partnerships, enlisting the formidable resources of government, business, and community groups to support low-income students as they prepare to enter and succeed in college; and

WHEREAS, the C-CREO GEAR UP Program is a partnership of all school districts in Santa Cruz County, AZ; and

WHEREAS, C-CREO GEAR UP serves approximately 900 students in 9th grade and will continue to serve this cohort until 2025; and

WHEREAS, the week of September 21, 2020 has been declared National GEAR UP Week; and

WHEREAS, Santa Cruz County AZ is committed to providing a quality education for all students, helping them to achieve their highest potential:

NOW, THEREFORE, I, Bruce Bracker, Chairman, do hereby proclaim the week of September 21, as

"National GEAR UP Week in Santa Cruz County"

and I urge all citizens to join me in this special observance.

Bruce Bracker Chairman	Manny Ruiz Vice-Chairman	Rudy Molera Supervisor

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PROCLAMATION

DOMESTIC VIOLENCE AWARENESS MONTH OCTOBER 2020

WHEREAS, violence against women and children continues to become more prevalent as a social problem due to the imbalance of power in gender and age; and

WHEREAS, approximately one in four women and one in seven men in the United States will experience physical domestic violence at some point in their life; and

WHEREAS, 15.5 million children in the United States live in families in which domestic violence occurred at least once in the past year, and 7 million children live in families in which severe domestic violence occurred; and

WHEREAS, only one-quarter of all physical assaults, one-fifth of all rapes, and one-half of all stalking incidents perpetrated against women by intimate partners are reported to police; and

WHEREAS, the damage caused by domestic violence is not limited by gender, age, ethnicity or sexual orientation; and

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse; and

WHEREAS, the impact of domestic violence is wide ranging, directly affecting society as a whole; and

WHEREAS, public awareness has the potential to increase the identification and reporting of abuse by the public, professionals, and victims themselves, and can act as a catalyst to promote issue-based education and long term prevention;

NOW, THEREFORE, the Santa Cruz County, Arizona, Board of Supervisors does hereby proclaim the month of October 2020 as:

"DOMESTIC VIOLENCE AWARENESS MONTH"

and urges all citizens to actively participate in the scheduled activities and programs sponsored by local, state and national organizations, to work toward the elimination of personal and institutional violence against women, men, and children.

PASSED AND ADOPTED this 15th day of September 2020

_____	_____	_____
Bruce Bracker	Manny Ruiz	Rudy Molera
Chairman	Vice-Chairman	Supervisor

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SANTA CRUZ COUNTY

Meeting Date: September 15, 2020

To: Board of Supervisors

From: Mary Dahl, Special Projects

Thru: Jennifer St. John, County Manager

Date: September 8, 2020

Subject: Discussion and Possible Action to enter into a Memorandum of Understanding with the City of Nogales and the Boys and Girls Club of Santa Cruz County, Inc. for Improvements to a Public Building Located at 590 Tyler Street in Nogales.

Recommendation: Authorize the Chairman to sign the MOU.

Background: The County is in the process of implementing a Community Development Block Grant-funded project at the Boys & Girls Club facility in Nogales. Since this is a City-owned building, it is necessary for affected parties to enter into an agreement as to individual and shared responsibilities. The parties include the County, City and the Boys & Girls Club of Santa Cruz County.

The City Attorney, in close consultation with the County Attorney's office, drafted the agreement, which has won the approval of the City Council. Additionally, the Boys & Girls Club Executive Director has executed it on behalf of her Board.

The agreement spells out the County's role in the project and the City and B&G Club roles during implementation and once the project is complete.

The County Attorney's Office has approved it.

Financial Implications: None identified.

Proposed Motion: Mr. Chairman, I move to approve the Memorandum of Understanding with the City of Nogales and the Boys & Girls Club of Santa Cruz County, Inc. for improvements to the public building at 590 Tyler Street in Nogales.

Attachment: MOU

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MEMORANDUM OF UNDERSTANDING
BETWEEN

SANTA CRUZ COUNTY,
CITY OF NOGALES
AND
BOYS AND GIRLS CLUB OF SANTA CRUZ COUNTY, INC.

FOR IMPROVEMENTS TO A PUBLIC BUILDING AT 590 TYLER STREET, NOGALES, ARIZONA

This *Memorandum of Understanding* is made and entered in this 5th day of August, 2020, between Santa Cruz County (hereinafter COUNTY), the City of Nogales (hereinafter CITY) and Boys and Girls Club of Santa Cruz County, Inc. (hereinafter Lessee).

WHEREAS, Santa Cruz County has obtained funding through the Arizona Department of Housing Community Block Development Grant program to undertake certain improvements (the "Project") to the public building located at 590 Tyler Street, Nogales, Arizona (the "Premises"); and

WHEREAS, the Premises are owned by CITY and are the subject of a long-term lease that grants exclusive possession to LESSEE, which has pursued funding for the Project with COUNTY and now desires that the Project should proceed expeditiously; and

WHEREAS, COUNTY, CITY and LESSEE desire to set forth herein the terms by which they will cooperate with one another to ensure successful completion of the Project.

Now, therefore, in exchange for the mutual covenants set forth herein, the Parties agree as follows:

1. COUNTY will publish an Invitation for Bids and select a suitable Contractor to execute the Project in accordance with relevant laws, federal regulations and ordinances, with the assistance of Southeastern Arizona Governments Organization ("SEAGO").

2. CITY and LESSEE hereby grant COUNTY and its selected Contractor a right to enter upon and within the Premises for up to 60 days as necessary to complete the Project. LESSEE shall suspend operations within the Premises during the period when the Project is actively underway. CITY and LESSEE may grant an extension as necessary to complete the project.

3. At the completion of the Project, COUNTY shall allow CITY to inspect and accept the Project improvements and provide input as to any punch list items prior to final payment to Contractor.

4. COUNTY shall cause CITY and LESSEE to be named as additional insureds on Contractor's liability insurance with respect to all work performed related to the Project, and CITY shall be named as third party beneficiary of COUNTY's contract with Contractor for the purpose of enforcing manufacturer and workmanship warranties.

5. COUNTY shall be solely responsible for funding and managing the Project, and neither CITY nor LESSEE shall be liable for any expenses therefor, including specifically that the Premises shall not be subject to any materialmen's liens in the event of any payment dispute with Contractor.

6 COUNTY, through its Project Administrator, shall communicate closely with CITY and LESSEE to keep each informed of the start date and progress throughout the Project. CITY and LESSEE will designate a suitable person to be the primary contact with the Project Administrator and said contact persons shall respond promptly to all inquiries or requests from Project Administrator or Contractor.

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7. At the conclusion of the Project, COUNTY shall cause Contractor to turn over the Premises to LESSEE in a clean, safe and fully functional condition suitable for immediate occupancy.

8. Notices. Any written notices that any party serves on any other in the course of this Project shall be in at the following addresses:

Santa Cruz County
ATTN: Mary Dahl, Special Projects Manager
2150 N. Congress Drive
Nogales, AZ 85621

City of Nogales
ATTN: City Attorney
777 N. Grand Avenue
Nogales, AZ 85621

Boys and Girls Club
590 Tyler Street
Nogales, AZ 85621

9. COUNTY, CITY and LESSEE waive, to the greatest extent permissible, any and all claims against each other, their officers, agents and employees for loss or damage caused by, arising out of, or in any way connected with this Memorandum of Understanding.

10. Mutual indemnity. To the maximum extent permitted by law, COUNTY agrees to hold CITY its employees, officers and agents harmless from any and all claims and costs of whatever nature, including attorneys' fees, arising from or related to its actions undertaken in furtherance of this agreement. Likewise, to the maximum extent permitted by law, CITY agrees to hold COUNTY its employees, officers and agents harmless from any and all claims and costs of whatever nature, including attorneys' fees, arising from or related to its actions undertaken in furtherance of this agreement.

11. The covenant of mutual cooperation among the Parties with respect to the Project shall continue beyond the conclusion of on-site work and final payment to Contractor as necessary to assist one another with any subsequent audit, document requests or similar administrative requirements arising from the Project.

ADOPTED and APPROVED this 5th day of August, 2020.

BOYS AND GIRLS CLUB OF SANTA CRUZ COUNTY, INC.

Vicki Barden, Executive Director

CITY OF NOGALES

John Kissinger, Acting City Manager

SANTA CRUZ COUNTY
BOARD OF SUPERVISORS

Bruce Bracker, Chairman

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ATTEST:

_____
Tara Hampton
Clerk of the Santa Cruz County Board of Supervisors

APPROVED AS TO FORM:

_____
Kimberly J. Hunley, Chief Civil Deputy
Santa Cruz County Attorney's Office
Attorney for the Board of Supervisors

APPROVED AS TO FORM:

_____
Michael Massee, Nogales City Attorney
Attorney for the City of Nogales

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Order No. 2020-08-046

AN ORDER OF THE COUNCIL OF THE CITY OF NOGALES, ARIZONA APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH SANTA CRUZ COUNTY AND BOYS AND GIRLS CLUB. (LEGAL)

WHEREAS, the Boys and Girls Club of Santa Cruz County, Inc. has obtained a Community Development Block Grant through Santa Cruz County to fund construction of certain tenant improvements to the building at 590 Taylor Street, which the City owns; and

WHEREAS, it is in the best interest of the City and its residents that the parties should enter into a Memorandum of Understanding that outlines the process for cooperation among the parties to ensure successful completion of the project.

NOW, THEREFORE, BE IT ORDERED BY THE COUNCIL OF THE CITY OF NOGALES that:

1. The Memorandum of Understanding between the City, Santa Cruz County and Boys and Girls Club of Santa Cruz County, Inc., attached hereto as Exhibit A, is hereby adopted and approved.

2. The Acting City Manager is hereby authorized and directed to execute said MOU on behalf of the City and staff are directed to take such further action necessary to give effect to this Order.

PASSED, ADOPTED, AND APPROVED by the Council of the City of Nogales, Arizona, this 05th day of August, 2020.

Arturo R. Garino, Mayor

ATTEST:

Leticia Robinson, City Clerk

APPROVED AS TO FORM:

Michael Massee, City Attorney

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Interoffice Memorandum

To: Board of Supervisors

From: Jennifer St. John, County Manager

Date: September 15, 2020

Subject: Donation of Speaker System to the Town of Patagonia

Recommendation:

Staff recommends that the Board donate a speaker system to the Town of Patagonia.

Background:

Per statute, the County can dispose of unused equipment/vehicles via the County auction or donation to a non-profit or another governmental entity. The speaker system to be donated comprises of a server, monitor, a keyboard, four microphones and a plug in device. This system had been used at our Justice Court in Sonoita. The Town of Patagonia reached out to Tivo Romero, Court Administrator, and asked if the equipment could be donated. Since the equipment is not in use any more, staff is recommending a donation to the Town of Patagonia, rather than auctioning the equipment, as allowed by statute.

Financial Implications:

Potential loss of revenue to the general fund of approximately $100 - $300 if the speaker system was sold at auction.

Proposed Motion:

Move to approve the donation of the speaker system to the Town of Patagonia.

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Interoffice Memorandum

To: Board of Supervisors

From: Jennifer St. John, County Manager

Date: September 15, 2020

Subject: Donation of the Judge's bench to the Sonoita Elementary #25 School District

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Recommendation:

Staff recommends that the Board donate the judge's bench to the Sonoita Elementary #25 school district..

Background:

Per statute, the County can dispose of unused equipment/vehicles via the County auction or donation to a non-profit or another governmental entity. The judge's bench had been used at our Justice Court in Sonoita. The school reached out to Keith Barth and asked if the bench could be donated. Since the bench is not in use any more, staff is recommending a donation to the school district, rather than auctioning the equipment, as allowed by statute.

Financial Implications:

Potential loss of revenue to the general fund of approximately $25 if the bench was sold at auction.

Proposed Motion:

Move to approve the donation of the bench to the Sonoita Elementary #25 school district.

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BOND FOR ISSUANCE OF DUPLICATE WARRANT

Know all men these presents that the payee undersigned was issued warrant number _____ **4036545** on the Treasurer of Santa Cruz County in the amount of **$811.76** dated on or about **March 06, 2020** and that said warrant has been irretrievably lost or destroyed, and that (she/he) and (her/his) surety undersigned are held and firmly bond unto Santa Cruz County in double the above amount, for the payment of which each binds himself, his successors and assigns, jointly and severally, firmly by these presents.

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

Signed, executed, and delivered at Santa Cruz County, this ____ day of _____ 2020.

Payee: **CATHEYS VACUUM & SEWING INC.**

Address: **5701 E. SPEEDWAY**
TUCSON, AZ 85712

Surety: _____

Address: 5701 E. SPEEDWAY BLVD
TUCSON, AZ 85712

STATE OF ARIZONA }
}
COUNTY OF SANTA CRUZ }

On the 12th day of August, 2020, before me the undersigned notary public, personally appeared the payee **CATHEYS VACUUM AND SEWING INC.**, and the surety, DONNY CATHEY each of whom acknowledged that (s) he executed the foregoing bond.

Pamela J. Sturgeon
Notary Public

PAMELA J. STURGEON
Notary Public - Arizona
Pima County
My Comm. Expires Oct 28, 2021

My Commission Expires:

10/28/21

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

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STATE OF ARIZONA }
}
COUNTY OF SANTA CRUZ }

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

Surety: _____
5701 E. Speedway Blvd
Tucson, AZ 85712

Subscribed and sworn to before me this 12th day of August 2020.

Pamela J. Sturgeon
Notary Public

My Commission Expires:

10/28/21

PAMELA J. STURGEON
Notary Public - Arizona
Pima County
My Comm. Expires Oct 28, 2021

Approved as to form:

_____ (date)

_____
County Attorney (Deputy)

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

FOR THE CLERK OF THE BOARD OF SUPERVISORS

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

_____
Clerk of the Board of Supervisors
Santa Cruz County

Board of Supervisors
Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

PUBLIC NOTICE OF MEETING

Notice is hereby given, pursuant to A.R.S. 38-431.02, that the Board of Supervisors of Santa Cruz County, State of Arizona, will hold a *REGULAR MEETING* at *9:30 a.m.*, on *Tuesday, September 15, 2020* at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

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

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

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

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

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

All incoming calls for the meeting will be muted.

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

1. Email Lizbeth Tolano at ltolano@santacruzcountyaz.gov
2. Identify the Board of Supervisors' meeting date, the agenda item # and title.
3. Name & Telephone Number
4. Comments or questions should be sent and received by no later than September 14, 2020 at 5:00PM for the September 15, 2020 Regular Board meeting.
5. In order to make a comment during Call to the Public, please dial *9, which will indicate you want to speak.

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

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

Dated this 11th day of September, 2020.

Jennifer St. John, Interim Clerk
Board of Supervisors

Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

AGENDA

September 15, 2020 at 9:30 a.m.
Santa Cruz County Complex
2150 N. Congress Drive, Room 120
Nogales, AZ 85621

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

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. ADOPTION OF AGENDA

C. CALL TO THE PUBLIC:

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

D. CURRENT EVENTS

1. Board of Supervisors
2. Manager

E. DEPARTMENT REPORTS AND ACTIVITIES

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

F. FLOOD CONTROL — ACTION TAKEN

1. Discussion/possible action to approve the agreement with Piper Sandler & Company for financial advisor services for the planned issuance of the County's Pledged Revenues Refunding Obligations, Series 2020 and any additional issues during the term of this Agreement (Req: Administrative Services) — approved
2. Discussion/possible action to approve engagement agreement with Squire Patton Boggs to serve as the County's Bond Counsel for the planned issuance of the County's Pledged Revenues Refunding Obligations, Series 2020 (Req: Administrative Services) — approved

G. JAIL DISTRICT

1. Discussion/possible action for authorization to fill (4) vacant Detention Officer positions (Req: Sheriff) — approved

H. ACTION ITEMS

1. Discussion/possible action for authorization to reclassify and fill vacant Adult Education Coordinator position to Adult Education Program Manager in WIOA (Req: Human Resources) approved
2. Discussion/possible action for authorization to fill one vacant Public Safety Tele-communications position (Req: Sheriff) approved
3. Discussion/possible action to approve Intergovernmental Agreements with the Santa Cruz Valley Unified School District #35 for the 2020/2021 school year for: (Req: School Superintendent)
   a. South 32 Hermosa Project She Will Connect: Technolochicas Lift Initiative approved
   b. Elementary Robotics Afterschool Program in the amount of $10,926 approved
4. Discussion/possible action to approve Intergovernmental Agreement for the College - Career Readiness and Educational Opportunities (C-CREO) Project effective October 1, 2020 through September 30, 2021 with Santa Cruz Valley Unified School District #35 (Req: School Superintendent) approved
5. Discussion/possible action to approve Memorandum of Agreements for the College - Career Readiness and Educational Opportunities (C-CREO) Project effective October 1, 2020 through September 30, 2021 with: (Req: School Superintendent)
   a. Nogales Unified School District #1 in the amount of $196,413 approved
   b. Lourdes Catholic School approved
   c. Patagonia High School approved
6. Discussion/possible action to approve Memorandum of Agreement for the College - Career Readiness and Educational Opportunities (C-CREO) Project effective June 30, 2020 through September 30, 2022 with Santa Cruz County Provisional Community College District (Req: School Superintendent) approved
7. Discussion/possible action to approve Memorandum of Agreements to provide assistance and support to the MetroMatematicas and Six Sigma Program effective July 1, 2020 through June 30, 2021 with: (Req: School Superintendent)
   a. Nogales Unified School District #1 approved
   b. Santa Cruz Valley Unified School District #35 approved
8. Discussion/possible action to approve Amendment to Intergovernmental Agreement ADHS 18-175310 with the Arizona Department of Health Services for Prop 201 Smoke Free Arizona (Req: Health Services) approved
9. Discussion/possible action to approve Proclamations:
   a. In support of Mexico's Independence Day (Req: Vice-Chairman Ruiz) approved
   b. Designating September 21 – September 25, 2020 as National Gear Up Week (Req: School Superintendent) approved
   c. Designating October 2020 as Domestic Violence Awareness Month (Req: County Attorney) approved
10. Discussion/possible action to enter into a Memorandum of Understanding with the City of Nogales and the Boys and Girls Club of Santa Cruz County, Inc. for Improvements to a Public Building Located at 590 Tyler Street in Nogales (Req: Special Projects) approved
11. Discussion/possible action to donate: (Req: County Manager)
    a. Speaker System for the Court to the Town of Patagonia approved
    b. Judge's bench to the Sonoita Elementary #25 School District approved
12. Discussion/possible action to approve Bond for Duplicate Warrant # 4-036545 in the amount of $811.76 dated 03/06/2020, payable to Catheys Vacuum & Sewing Inc. (Req: Interim Clerk) approved
13. Monthly Reports approved
14. Demands approved
15. Approval of Minutes: 08/11/2020 approved

I. ADJOURNMENT

Posted: 09/11/2020 at 9:20 a.m. by LT
Jennifer St. John, Interim Clerk of the Board

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