

BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

C Award	Requested Board Meeting Date: 08/05/2025
* = Mandatory, information must be provided	or Procurement Director Award:
*Contractor/Vendor Name/Grantor (DBA):	
CBS Consulting Group	
*Project Title/Description:	
Professional Grant Writing Services	
*Purpose:	
This contract provides for professional grant writing s	ervices for competitive and formula grants.
*Procurement Method:	
Direct Select for Professional Services: Direct Select	ect per Board of Supervisors Policy D29.6 III-C.
*Program Goals/Predicted Outcomes:	
	he office to continue applying for new and continuing federal, state, and ey's Office's ability to reduce crime by holding offenders accountable; on programs.
*Public Benefit:	
The use of grant funded money provides supplementa	al funding for various criminal justice programs and core services including

*Metrics Available to Measure Performance:

Office receives, on average, \$4 million worth of grant funding annually.

Pima County Attorney's Office will be reviewing and approving invoices to monitor services provided under this agreement required to meet the needs of the program.

crime prevention, criminal prosecution, and victim advocacy saving local taxpayer dollars. Historically, the County Attorney's

*Retroactive:

Yes. Staffing shortages led to delays in obtaining paperwork in time to meet Board of Supervisors deadlines.

To: CoB, 7-15-25(1) Vers: 0 Pgs: 13

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information				
Document Type: <u>PO</u>	Department Code: <u>PC</u>	<u>SA</u>	Contract Number (i.e., 15-123): PO2500017504	
Commencement Date: 07/01/2025	Termination Date: <u>06/</u>	30/2026	Prior Contract Number (Synergen/CMS):	
Expense Amount \$ <u>85,000.00</u> *		Revenu	e Amount: \$	
*Funding Source(s) required: PCAO Ge	eneral Fund			
Funding from General Fund? Fund?	⊂ No If Yes	\$ 85,000.00	%	
Contract is fully or partially funded with If Yes, is the Contract to a vendor or s	rederai i dilas:	s 🖲 No		
Were insurance or indemnity clauses mo If Yes, attach Risk's approval.	odified? C Ye.	s 🖲 No		
Vendor is using a Social Security Number If Yes, attach the required form per Admini		s 🖲 No		
Amendment / Revised Award Informa	ition			
Document Type:	Department Code:		Contract Number (i.e., 15-123):	
Amendment No.:		AMS V	ersion No.:	
Commencement Date:		New To	ermination Date:	
		Prior C	ontract No. (Synergen/CMS):	
C Expense C Revenue C Increas			nt This Amendment: \$	
Is there revenue included?	C No If Yes \$			
*Funding Source(s) required:	_			
Funding from General Fund?	⊂ No If Yes \$		%	
Grant/Amendment Information (for g	rants acceptance and awa	ards)	C Award C Amendment	
Document Type:	Department Code:		Grant Number (i.e., 15-123):	
Commencement Date:	Termination Da	ite:	Amendment Number:	
Match Amount: \$]	Revenue A	Amount: \$	
*All Funding Source(s) required:				
*Match funding from General Fund?		es \$	%	
*Match funding from other sources? *Funding Source:	⊂Yes ⊂No If Ye	es \$	%	
*If Federal funds are received, is fund	ng coming directly from	the Federal go	overnment or passed through other organization(s)?	
Contact: Rachel Welshans				
Department: Pima County Attorney's C	Office		Telephone: <u>520-724-5728</u>	
	Λ .			
Department Director Signature:	Whom H Seuth		Date: 07/11/25	
	-		Date: 7 w 2025	
County Administrator Signature:			Date:	

Laura Conover

Pima County Attorney



(520) 724-5600 pcao.pima.gov 32 N. Stone Avenue, Tucson, AZ 85701

_	-	-	_	
n	Δ	т		

6/3/2025

TO:

Jan Lesher, County Administrator

FROM:

Giuliano De Santis, Legal Administrator

Cc:

Steve Holmes, Deputy County Administrator

Bruce D. Collins, Procurement Director

SUBJECT:

Request for Direct Selection of Professional Services from CBS Consulting

Group for Professional Grant Writing Services

Pursuant to Board of Supervisors Policy D29.6 III.C – Direct Selection and Procurement Procedure No. PO-50, this memorandum seeks approval to select CBS Consulting Group to provide professional grant writing services.

Background: CBS Consulting Group (Cheryl Brownstein-Santiago) has provided exceptional expertise in grant services to the Pima County Attorney's Office (PCAO) focusing on both competitive and noncompetitive formula grants to enhance our ability to reduce crime by holding offenders accountable and supporting victims and crime prevention programs. Historically, Ms. Brownstein-Santiago has applied for multiple grants resulting in our office receiving millions of dollars annually in federal and state funds. Cheryl has unique experience with our office and combined with the relationships she has developed with numerous granting agencies over the years has maximized opportunities for continued success in receiving grant funding.

Requested Action: The Pima County Attorney's Office requests CBS Consulting Group to be selected for professional grant writing services with a not to exceed amount of \$85,000 for a contract term of one year with the option of up to four additional one-year extension periods for a total not to exceed amount of \$425,000 pursuant to the Direct Select provisions of Board of Supervisors Policy D29.6, III-C.

RW	*
Approved as to Form: Bruce D. Collins Bruce D. Collins, Procurement Director	Date: June 12, 2025
Concur: Steve Holmes, Deputy County Administrator	Date: 6-13-2025
Direct Select Approved: Jan Lesher, County Administrator	Date: 4/13/2005

Pima County Department of Pima County Attorney's Office

Project: Professional Grant Writing Services

Contractor: CBS Consulting Group

Amount: \$85,000

Contract No.: PO2500017504

Funding: PCAO General Fund

PROFESSIONAL SERVICES CONTRACT

1. Parties and Background.

- 1.1. <u>Parties.</u> This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and CBS Consulting Group ("Contractor").
- 1.2. <u>Authority.</u> County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6.

2. Term.

- 2.1. <u>Initial Term.</u> The term of this Contract commences on July 1, 2025 and will terminate on June 30, 2026 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to 4 additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 3. Scope of Services. Contractor will provide County with the services described in Exhibit A (2 pages), at the dates and times described on Exhibit A or, if Exhibit A contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.
- 4. Key Personnel. Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff:

1

Cheryl Brownstein-Santiago - President

5. Compensation and Payment.

- 5.1. <u>Rates; Adjustment.</u> County will pay Contractor at the rates set forth in **Exhibit B** (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
- 5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$85,000 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 5.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.4. <u>Timing of Invoices</u>. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contactor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 5.5. <u>Content of Invoices</u>. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 22 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
- 6. **Insurance**. Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
 - 6.1. <u>Insurance Coverages and Limits</u>: Contractor will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those

stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

- 6.1.1. Commercial General Liability (CGL) Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
- 6.1.2. Business Automobile Liability Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
- 6.1.3. Workers' Compensation and Employers' Liability Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee disease.
- 6.1.4. Professional Liability (E & O) Insurance This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

6.2. Additional Coverage Requirements:

- 6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than 3 years following Contract expiration, termination or cancellation.
- 6.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 6.2.3. <u>Subrogation Endorsement</u>: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or

its agents, officials, or employees, is excess and not contributory insurance.

- 6.2.5. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).
- 6.2.6. <u>Subcontractors</u>: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation:

Contractor must notify County, within 2 business days of Contractor's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.

6.4. Verification of Coverage:

- 6.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
- 6.4.2. County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 6.4.3. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.
- 6.4.4. All insurance certificates must be sent directly to the appropriate County Department.

6.5. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the

Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. Indemnification. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims. actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. Laws and Regulations.

- 8.1. <u>Compliance with Laws</u>. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. <u>Licensing</u>. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
- 9. Independent Contractor. Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
- 10. Subcontractors. Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 11. **Assignment**. Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

- 12. **Non-Discrimination**. Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 13. Americans with Disabilities Act. Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C.§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
- 14. Authority to Contract. Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
- 15. Full and Complete Performance. The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
- 16. Cancellation for Conflict of Interest. This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

17. Termination by County.

- 17.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
- 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. **Notice**. Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Giuliano De Santis
Pima County Attorney's Office
32 N. Stone Avenue, 19th Floor
Tucson, AZ 85701
(520)724-5694
Giuliano.DeSantis@pcao.pima.gov

Contractor:

CBS Consulting Group
Cheryl Brownstein-Santiago, President
P.O. Box 1624
Green Valley, AZ 85622
(520)279-3839
cbrownsant@gmail.com

- 19. Non-Exclusive Contract. Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
- 20. Remedies. Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
- 21. Severability. Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
- 22. Books and Records. Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least 5 years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

23. Public Records.

- 23.1. **Disclosure**. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 23.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order,

nor will County be in any way financially responsible for any costs associated with securing such an order.

24. Legal Arizona Workers Act Compliance.

- 24.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 24.2. <u>Books & Records</u>. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 24.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 24.4. <u>Subcontractors</u>. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to

Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

25. Grant Compliance. Not Applicable

26. **Israel Boycott Certification**. Pursuant to A.R.S. § 35-393.01, if Contractor engages in forprofit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

- 27. Forced Labor of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
- 28. Heat Injury and Illness Prevention and Safety Plan. Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.
- 29. **Amendment**. The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
- 30. **Entire Agreement**. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

This agreement will become effective when all parties have signed it. The effective date of the agreement will be the date this agreement is signed by the last party (as indicated by the date associated with that party's signature).

Signature Page Follows

9

PIMA COUNTY	CONTRACTOR
Chair, Board of Supervisors	Authorized Officer Signature
Date	CHERMI A BROWNSTEIN PRINCIPAL Printed Name and Title
	6/27/25 Date
ATTEST	
Clerk of the Board	
Date	
APPROVED AS TO FORM	APPROVED AS TO CONTENT
S. S. Hills.	Muliano De Cuestas
Deputy County Attorney	Giuliano De Santis, Legal Administrator
Janis Gallego	6/25/25
Print DCA Name	Date
6/24/2025	
Date	

Exhibit A (2 pages) Scope of Services

I. Priority 1 Existing Grants (Maintenance of Effort)

Given that grant rounds for federal, state, and local grants generally occur from January through July, Contractor will:

- Meet in person, by phone, videoconferencing and webinars with various grantor representatives of the AZ Criminal Justice Commission (ACJC), AZ Department of Public Safety, AZ Governor's Office, the Arizona Auto Theft Authority, and other similar entities, as needed.
- 2. Meet with individual PCAO project managers and PCAO finance and administration personnel, as needed.

II. Priority 2 Prospecting

- 1. Review and make recommendations regarding any new grant solicitations that are of interest to PCAO and forward to PCAO's upper management.
- 2. If determined to be a viable project, contractor will present a competitive proposal for review by upper management and submission at its direction.
- If determined to be a viable project with the submission deadline after July, contractor will review and make recommendations regarding any new grant solicitations prepared by PCAO staff.
- 4. Meet with individual PCAO project managers and PCAO finance and administration personnel during various grant application processes.

III. Grant Agencies Focus

- 1. U.S. Department of Justice
 - a. Bureau of Justice Assistance
 - b. Office for Victims of Crime
 - c. Office on Violence Against Women (OVW)
 - d. Office of Justice Programs
 - e. Office of Juvenile Justice and Delinquency Prevention (OJJDP)

IV. Program Area Priorities

- 1. Adults
 - a. Restorative Justice, DTAP, CMPSS Courts and other diversion programs
 - b. Victim Services
 - c. Data-driven prosecution
- 2. Juveniles
 - a. Restorative Justice programs
 - b. Prevention

V. Annual and Renewal Grant Solicitations

Historically, the Pima County Attorney's Office (PCAO) has applied each year for a variety of formula and discretionary grants to enhance its ability to reduce crime, support victims

and prevent crimes. Typically, they include federal grants, federal-state pass-through grants, state grants, and occasionally from other entities. The contract includes as many as possible of the following, and others forwarded by PCAO upper management:

Exhibit A (2 pages) Scope of Services

AGENCY AND SOLICITATION TITLE	NOFO	ACTIVITIES AND DELIVERABLES
AZ Dept. of Public Safety (U.S. Office of Victims of Crime) Crime Victim Assistance (3-year grant for Victim Services)	Spring	-Secure RFP -Communicate with PCAO and project partner staff to develop a plan and budget for new applications and/or for
AZ Criminal Justice Commission		renewals
Drugs, Gangs and Violent Crime Control (DGVCC)	Spring	-Draft proposal for review by project director and senior
AZ Auto Theft Authority		staff, whenever possible at
Auto Theft Vertical Prosecution and Professional Training Grants	Spring	least two weeks before its deadline -Secure from PCAO staff the
U.S. Bureau of Justice Assistance		required
Edward Byrne Memorial Justice Assistance Grant (JAG)	Summer	signatures/letters/certifications and other docs to be uploaded with the application
(Providing to Tucson Police Department a PCAO insert for yearly formula award administered by the TPD)	Winter	Revise application as needed and secure final approval from the Legal Administrator, the Chief Deputy, or the finance
National Center of Restorative Justice (NCORJ)	Winter	unit manager. -Submit application in a timely fashion
Vitalyst Health Foundation Grant Programs	Varies	-Provide an electronic copy to the project director, Finance Manager, senior staff and any partner organizations listed in the submission.

VI. Work Location / Travel

As an independent contractor, all work will be completed in Contractor's home office, using her own supplies and equipment. All regular, in-state travel is included in the contract rate.

Exhibit B (1 page) Rates

I. Fees

The all-inclusive fee for completing grant applications and other activities is \$85,000. Payment net: 30 days billed quarterly.

Competitive Proposals for additional work are not to exceed \$15,000 each to be billed as a lump sum fee. Payment net: 30 days billed monthly.