



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 04/18/2017

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): CBS Consulting Group

Project Title/Description:

Professional Grant Writing Services

Purpose:

Provide professional Grant Writing Services for competitive and formula grants.

Procurement Method:

Direct Select. See attached memo.

Program Goals/Predicted Outcomes:

Apply for new and continuing federal, state and local grant funds to enhance PCAO ability to reduce crime by holding offenders accountable, supporting Victims and prevention crime programs.

Public Benefit:

Use of grant funded monies provides supplemental funding for various criminal justice programs and core services including crime prevention, criminal prosecution and Victim services saving tax local payer dollars. Historically the County Attorney's Office receives on average \$4 million of grant funding annually.

Metrics Available to Measure Performance:

Contractor will be paid on a quarterly basis for services provided in Exhibit A which include maintaining existing grants, prospecting and soliciting for new grants and renewing annual grant awards. Contractor will be paid on a monthly basis for services provided in Exhibit B which include providing Competitive Proposals for additional work.

Retroactive:

Yes - All signatures were not attained by the Board of Supervisors clerk's deadline.

TO: COB 4-4-17 (1)

VERS: 01

Pgs: 11

Procure Dept 04/03/17 PM02:15

Original Information

Document Type: CT Department Code: PCA Contract Number (i.e., 15-123): 17-323
Effective Date: 04/01/2017 Termination Date: 06/30/2018 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$ 67,500.00 ☐ Revenue Amount: \$ _____
Funding Source(s): Special Revenue

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Rozana Villanes

Department: Pima County Attorney's Office

Telephone: 724-5631

Department Director Signature/Date: [Signature] 3/30/17

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: [Signature] 3/30/17
(Required for Board Agenda/Addendum Items)



OFFICE OF THE
Pima County Attorney

32 NORTH STONE AVENUE
SUITE 1400

Tucson, Arizona 85701-1412
(520) 740-5600

Barbara LaWall
PIMA COUNTY ATTORNEY

MEMORANDUM

TO: C.H. Huckelberry
County Administrator

FROM: David Smutzer *DS*
Legal Administrator

DATE: March 3, 2017

RE: Professional Services Contract with CBS Consulting Group (Cheryl Brownstein-Santiago)

Pursuant to Procurement Policy D. 29.6 subsection B. Direct Selection, the County Attorney is requesting to enter into a professional services contract with CBS Consulting Group (Cheryl Brownstein-Santiago).

CBS Consulting Group (see attached) will provide grant writing services in the amount of \$67,500 to the Pima County Attorney's Office focusing on both competitive and noncompetitive formula grants to enhance our ability to reduce crime by holding offenders accountable, supporting victims and crime prevention programs. Historically, Ms. Janet Hart has for the past several years performed our grant writing services resulting in our office receiving millions of dollars annually in federal and state grants. However, she has indicated that she will not renew her contract when it expires at the end of the fiscal year. Due to Mr. Hart's unique experience with our office and combined with her relationships she has developed with numerous granting agencies over the years, she has agreed to work with CBS Consulting Group over the next several months to allow for seamless transition maximizing opportunities for continued success in receiving grant funding.

APPROVED:

C.H. Huckelberry

C.H. Huckelberry

3/2/17

Date

Attachment

xc: Barbara LaWall, Pima County Attorney
Amelia Cramer, Chief Deputy

CHERYL BROWNSTEIN-SANTIAGO

PROFILE

Bilingual (Spanish and English) Program Evaluation professional and nonprofit management consultant, with strong project direction and communications skills. Excel in attention to detail, with solid judgment, emotional intelligence and multi-cultural awareness.

PROFESSIONAL EXPERIENCE

Management Consultant:

HISPANICS IN PHILANTHROPY, Oakland, CA	2009 - Present
VOCES ORAL HISTORY PROJECT, U. of Texas, Austin, Journalism School	2010 - Present
CCNMA: LATINO JOURNALISTS OF CALIFORNIA, Los Angeles	2008 - Present
ESCUELITA CULTURAL, Los Angeles	2013 - 2016
BURBANK HOUSING CORPORATION, Burbank, CA	2007 - 2015

HISPANICS IN PHILANTHROPY, Oakland, CA

California Latino Aging Initiative Fellow 2013 - 2015

LATIMES.COM, Los Angeles

2009 - 2011

Spanish Editing Consultant

Occasional assignments to organize and edit Spanish translations of Los Angeles Times projects for posting as bilingual packages on LATimes.com, including the teacher evaluations controversy and the Ana Rodarte series by Thomas Curwen, which starts with <http://www.latimes.com/la-me-ana5-2009apr05-spanish.0,12503.story>.

CALIFORNIA ENDOWMENT/USC HEALTH JOURNALISM FELLOWSHIPS 2007 - 2009

Web Editor

Part-time content editing and assisting in planning and reviewing Web site construction for the re-launch of this health journalism education program's website.

LOS ANGELES TIMES, Los Angeles, CA

(More than 15 years)

Graphics Reporter

Performed general assignment reporting and collaborated closely with graphic artists and line editors to produce compelling informational graphics.

- Served as main graphics reporter on the Pulitzer prize-winning "Altered Oceans" series.
- Co-developed and reported "Birth of Los Angeles" series of half-page graphics that won a national Society of Newspaper Design award in 2006.

Design Editor/Metro

Worked on a team laying out news pages for various editions.

Orange County Liaison Editor

Coordinated daily planning of layouts and website offerings for Orange County, San Fernando Valley and Ventura editions in concert with decisions made for the L.A. edition.

- Represented the Orange County edition in daily Page One planning meetings, successfully pitching stories for Page One placement.
- Helped regional editions avoid double-placement of stories and anticipate last-minute changes.

Executive News Editor, Nuestro Tiempo

Helped to organize, hire staff, plan coverage and edit Spanish supplement. Scheduled 10 staffers.

- Successfully launched widely distributed weekly feature section geared to draw Spanish speakers to the Los Angeles Times.

Interim Editor, Nuestro Tiempo

Assisted and edited all stories, supervised layout, art, copy editing and translations for 400,000-circulation bilingual monthly.

OTHER NEWSROOMS

THE MIAMI NEWS, Miami

Op-Ed Editor and Editorial Board Member

One-person Op-Ed staff and editorial columnist, totally responsible for five opinion pages with display art each week for the Cox Enterprises daily.

Staff Reporter

Covered Miami's Cuban exile community, immigration, census, elections, state court trials and breaking news in Cuba and New York City, among other assignments.

THE BOSTON GLOBE, Boston

Copy editor

Worked full-time swing shift, dividing each week between Metro and National/Foreign copy desks.

THE MIAMI HERALD, Miami

Chief Assistant City Editor, El Miami Herald

Responsible for assignment of four reporters and a team of translators, was liaison with The Miami Herald's newsroom editors, and other duties as needed; was one of the editors sent to the Florida Keys to coordinate coverage of the Mariel Boatlift.

Staff Reporter, El Miami Herald

Part of the original team of journalists who launched the precursor to today's El Herald.

UPI/SAN JUAN, San Juan, Puerto Rico

Staff Writer, Caribbean Division Headquarters

EDUCATION

Bachelor of Science in Journalism, Ohio University, Athens, Ohio

Major: Newswriting and Editing, Minor in Psychology

Program Evaluation Institute (Civic Engagement 105SL), UCLA, Westwood, CA

Hands-on Center for Community Learning course.

Grantwriting Workshop Certificate, Center for Nonprofit Management, in cooperation with

Hispanics in Philanthropy, Los Angeles, California

Medical Interpreter Certificate, National Center for Interpretation, Testing, Research and Policies

Medical Interpreter Training Institute, University of Arizona, Tucson, Arizona

Summer Workshop for Federal Court Interpreters, Agnese Haury Institute for Court Interpretation

University of Arizona, Tucson, Arizona

Editorial Page Editors and Writers Seminar, American Press Institute, Reston, Virginia

Editors' Conference on Latin America, Woodrow Wilson International Center for Scholars,

Smithsonian Institution, D.C.

AWARDS

Pulitzer Prizes awarded to the Los Angeles Times staff with my participation: Los Angeles Riots, 1993; Northridge Earthquake, 1995, and Southern California Wildfires, 2004.

Digital Edge Award to LATIMES.COM: Organized and headed the Spanish translation and editing team for the winning bilingual web publication of the series, "The Boy Left Behind: Enrique's Journey," 2003.

In the Company of Women Award, a communitywide civic honor presented by Metro Miami-Dade County, 1989.

PIMA COUNTY ATTORNEY

PROJECT: Professional Grant Writing Services

CONTRACTOR: CBS Consulting Group

AMOUNT: Not-to-exceed \$ 67,500

FUNDING: Pima County Attorney's Office

CONTRACT

NO. CT-PCA-17-323

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

PROFESSIONAL SERVICES CONTRACT

\$50,000 or more

THIS CONTRACT is entered by and between Pima County, a body politic and corporate of the State of Arizona, hereinafter called "COUNTY," and CBS Consulting Group, hereinafter called "CONTRACTOR".

WITNESSETH

WHEREAS, COUNTY requires the services of a CONTRACTOR to provide Professional Grant Writing services; and

WHEREAS, consistent with Board of Supervisors Policy D29.6, III. (C) CONTRACTOR has been approved to provide said services;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND EXTENSION/RENEWAL/CHANGES:

- 1.1. **Commencement Date; Term.** This Contract, shall be deemed for all purposes to have commenced on April 1, 2017, and shall continue until June 30, 2018, unless sooner terminated or further extended pursuant to the provisions of this Contract. The parties may renew this Contract for up to four (4) additional one-year periods or any portion thereof.
- 1.2. **Amendments.** Any modification, or extension of the contract termination date, shall be by formal written amendment executed by the parties hereto. Amendments to the Contract must be approved by the Board of Supervisors or the Procurement Director, as required by applicable Pima County Policy, before any work or deliveries under the Amendment commences.

2. SCOPE OF SERVICES:

- 2.1. This Contract establishes the agreement under which the CONTRACTOR will provide COUNTY with products and services in accordance with the attached Exhibit A: Scope of Work (three pages).
- 2.2. CONTRACTOR shall provide COUNTY the goods and services as defined in this Contract. All goods and services shall comply with the requirements and specifications as called for in this Contract.
- 2.3. **Key Personnel.** CONTRACTOR shall perform the work in accordance with the terms of this Contract and to the best of CONTRACTOR'S ability. CONTRACTOR shall 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 shall obtain the approval of COUNTY. The key personnel include the following staff: **Cheryl Brownstein-Santiago, President**

3. COMPENSATION AND PAYMENT:

- 3.1. **Rates.** In consideration of the services specified in this Contract, the COUNTY agrees to pay CONTRACTOR

\$52,500.00 for professional services based on Scope of Work, Activities, and Deliverables detailed in attached Exhibit A. Pricing for work or products/materials will be quarterly as set forth in Exhibit A. Other work will be as agreed upon not to exceed \$15,000 pursuant to scope of work and pricing schedule in Exhibit B.

- 3.2. **Rate Increases.** In the event that economic conditions are such that rate increases become necessary (no more often than annually), CONTRACTOR must submit to COUNTY supporting documents justifying such increases, including documentation showing that CONTRACTOR has increased its rates for all similarly situated clients. COUNTY will review the proposed pricing and determine if it is in the best interests of COUNTY.
- 3.3. **Invoices.** CONTRACTOR shall submit invoices to the COUNTY on a quarterly basis for services provided in Exhibit A and monthly for services provided in Exhibit B. CONTRACTOR shall provide COUNTY with a letter report detailing activities performed as a part of each invoice. COUNTY may refuse to pay any amount for which CONTRACTOR fails to timely bill the COUNTY, and will, pursuant to A.R.S. § 11-622(C), refuse to pay any amount invoiced more than six months after the services were performed. In the event that a task or any part of a task is terminated prior to completion, CONTRACTOR shall submit to COUNTY an itemized report of CONTRACTOR's fees and/or costs up to the time of termination. COUNTY shall review the report and approve a fair and equitable compensation to be paid to CONTRACTOR. Each invoice is payable within thirty (30) days of the date the invoice is received by COUNTY.
- 3.4. **Not-to-Exceed Amount.** Payments made to CONTRACTOR pursuant to this Contract shall not exceed, in total, **\$67,500.00**. Contractor shall not provide services that would cause its total billings under this Contract to exceed this amount without receiving prior written authorization from the COUNTY and amending this Contract. Services provided in excess of this amount without a written amendment to this Contract shall be at CONTRACTOR'S own risk.
- 3.5. **Payment Corrections.** For the period of record retention required under Section 21 below, COUNTY reserves the right to question any payment made under this Contract and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the Contract or applicable law.

4. **INSURANCE:**

- 4.1 CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following amounts of Insurance::

- a) If required by law, workers' compensation coverage including employees' liability coverage.

CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the COUNTY of cancellation, non-renewal or material change

- 4.2 Approval and Modifications:

Pima County Risk Management reserves the right to review or make modifications to the insurance requirements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

5. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.
6. **COMPLIANCE WITH LAWS:** CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.
7. **INDEPENDENT CONTRACTOR:** The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officers, agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation

received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

8. **SUBCONTRACTOR:** CONTRACTOR will be 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 persons directly employed by it. Nothing in this contract shall create 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.
9. **ASSIGNMENT:** CONTRACTOR shall not assign its rights or obligations under this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.
10. **NON-DISCRIMINATION:** CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract as if set forth in full herein, including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, CONTRACTOR shall 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.
11. **AMERICANS WITH DISABILITIES ACT:** CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
12. **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 shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.
13. **FULL AND COMPLETE PERFORMANCE:** The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, 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 shall not be construed as an accord and satisfaction.
14. **TERMINATION 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.
15. **TERMINATION OF CONTRACT FOR DEFAULT**
 - 15.1. Upon a failure by CONTRACTOR to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONTRACTOR shall be liable for any damage to the COUNTY resulting from CONTRACTOR's default, including any increased costs incurred by COUNTY in completing the work.
 - 15.2. The occurrence of any of the following, without limitation to the named events, shall constitute an event of default:
 - 15.2.1. Abandonment of or failure by CONTRACTOR to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 - 15.2.2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
 - 15.2.3. Refusal or failure to remedy defective or deficient work within a reasonable time;

- 15.2.4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR's performance of this Contract;
- 15.2.5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
- 15.2.6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
- 15.2.7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
- 15.2.8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

15.3. In the event of a termination for default:

- 15.3.1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by
- 15.3.2. CONTRACTOR for this project shall become COUNTY's property and shall be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
- 15.3.3. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
- 15.3.4. Subject to the immediately preceding subparagraph 15.3.3, COUNTY's liability to CONTRACTOR shall not exceed the Contract value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

15.4. The Contract will not be terminated for default nor the CONTRACTOR charged with damages under this Article, if:

- 15.4.1. Excepting item 15.2.8 above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—
 - 15.4.1.1. Acts of God or of the public enemy,
 - 15.4.1.2. Acts of the COUNTY in either its sovereign or contractual capacity,
 - 15.4.1.3. Acts of another Contractor in the performance of a contract with the COUNTY,
 - 15.4.1.4. Fires,
 - 15.4.1.5. Floods,
 - 15.4.1.6. Epidemics,
 - 15.4.1.7. Quarantine restrictions,
 - 15.4.1.8. Strikes,
 - 15.4.1.9. Freight embargoes,

15.4.1.10. Unusually severe weather, or

15.4.1.11. Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the subcontractor(s); and

15.5. The CONTRACTOR, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies the COUNTY in writing of the cause(s) therefore. In this circumstance, the COUNTY shall ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.

15.6. For the purposes of paragraph 15.1 above, "receipt of notice" shall include receipt by hand by CONTRACTOR's designated representative, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

15.7. If, after termination of the Contract for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the COUNTY.

15.8. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

16. **TERMINATION FOR CONVENIENCE**

16.1. COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR thirty (30) days advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination.

16.2. Notwithstanding any other provision in this Contract, this Contract may be terminated 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 shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

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

County:

Attn: Dave Smutzer
Pima County Attorney's Office
32 N. Stone Avenue, Suite 1900
Tucson, Arizona 85701
(520)724-8592

Contractor:

CBS Consulting Group
Cheryl Brownstein-Santiago, President
P.O. Box 3724
Belmont Shore Station
Long Beach, Ca 90803
(562) 279-3839
cbrownsant@gmail.com

18. **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.

19. **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 shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

20. **SEVERABILITY:** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

21. **BOOKS AND RECORDS**

- 21.1. **Inspection.** CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.
- 21.2. **Retention.** In addition, CONTRACTOR shall retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

22. **LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

- 22.1. **Warranty of Compliance.** CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

- 22.2. **Books & Records.** COUNTY shall have 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 Immigrations Laws.

- 22.3. **Breach; Cure.** 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, shall be deemed to be 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 shall 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, (subject to COUNTY approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

- 22.4. **Subcontractors.** CONTRACTOR shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under the Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all time 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 will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

- 22.5. **Costs.** Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR'S approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

23. **ISRAEL BOYCOTT CERTIFICATION:** CONTRACTOR hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01 (eff. 8/6/16). Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

24. **GRANT COMPLIANCE:** Not Applicable

25. **ENTIRE AGREEMENT:** This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Contract on the date written below.

APPROVED:

CBS Consulting Group:

Chair, Board of Supervisors


By: Authorized Signer

Date

CBS CONSULTING GROUP PRINCIPAL
Name and Title (Please Print)

3/20/17
Date

ATTEST:

Clerk of Board

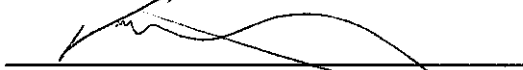
Date

APPROVED AS TO CONTENT:


Dave Smutzer, Legal Administrator

3/22/17
Date

APPROVED AS TO FORM:


Tobin Rosen, Deputy County Attorney

3/22/17
Date

Priority 1 Existing Grants (Maintenance of Effort)

1. Current Federal, State and Local Grants: Contractor will:

Meet either in person, telephonically, or via video-conferencing or webinars with various grantor representatives of the Arizona Criminal Justice Commission (ACJC) , Arizona Department of Public Safety, Arizona Governor's Office, Arizona Auto Theft Authority.

Coordinate with PCAO grants contractor Janet Hart through June 30, 2017 to participate jointly with various agency representatives during contract overlap period. This can occur either telephonically or in person if possible.

Undertake the development of specific grant applications and participate in important meetings during contract period overlap, such as preparing an application for the Arizona Auto Theft Authority Grant and attending the upcoming ACJC webinar, as well as working with Janet Hart as necessary.

Meet with individual PCAO project managers and PCAO finance and administrative personnel during various grant application processes.

Priority 2 Prospecting

Review and make recommendations regarding any new grant solicitations that are of interest to PCAO and forward to PCAO's upper management. If determined to be a viable project, submit a competitive proposal for consideration of additional work as an extension to contract.

2. New Grants Agency focus

A. Federal Agencies, Departments, Bureaus, and Offices

- a. Department of Justice
- b. Bureau of Justice Assistance
- c. Office for Victims Crime
- d. Office on Violence against Women
- e. Office of Justice Programs
- f. Office of Juvenile Justice and Delinquency Prevention
- g. Department of Health and Human Services
- h. Substance Abuse & Mental Health Services Administration

3. Program Area Priorities

A. Felony

Restorative Justice
Victim Services
Data Driven Prosecution
Human Trafficking focus on shelters and community training

B. Juvenile

Restorative Justice Programs
Prevention

4. Renewals and Annual Grant Awards

Historically, the Pima County Attorney's Office (PCAO) has applied each year for a variety of competitive and noncompetitive formula grants to enhance its ability to reduce crime by holding offenders accountable, supporting victims, and preventing crime from happening in the first place. Typically, they include federal grants, federal state pass-through grants, state grants and occasional organizational grants. The Scope of Work for remainder of 2016/17 is a support role to the current grant writer with primary responsibility for all of 2017/18. The contract includes the following nine grant applications:

Agency Title of Solicitation	Expected Timeline	Activities and Deliverables
Arizona Department of Public Safety VOCA- Crime Victim Assistance Grant- New Sexual Assault Kit Notification Project	Summer 2017	Secure RFP; communicate with PCAO and project partner staff to develop a plan and budget for new applications and/or renewals; draft proposal for review by project director and assigned grant administrator at least 2 weeks before the deadline; revise application as needed and secure final approval from the Legal Administrator; complete final edits; secure required signatures; submit grant by deadline; supply an electronic copy to the project director, PCAO grant administrator, and any partner organizations.
Arizona Governor's Office STOP Violence Against Women Grant	Fall 2017	
US Department of Justice, Office of Violence Against Women New 2-year Arrest Grant — Domestic/Sexual Violence Prosecution	Winter 2017	
Arizona Criminal Justice Commission Tandem Drug Prosecution Grant	Winter/Spring 2018	
Arizona Criminal Justice Commission Victim Assistance Grant	Winter/Spring 2018	
Arizona Auto Theft Authority Auto Theft Vertical Prosecution and Professional Training Grants	Winter/Spring 2018	
US Department of Justice Byrne JAG shared with City of Tucson and Pima County Sheriff's Dept.	Spring 2018	
Arizona Department of Public Safety VOCA - Crime Victim Assistance Grant (new application)	Spring/Summer 2018	

Exhibit A (page 3)
Scope of Work

Arizona Department of Public Safety VOCA - Crime Victim Assistance Grant (anticipated renewal application)	Spring/Summer 2018	
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Contractor's Other Activities:

(1) Review and make recommendations regarding any new grant solicitations that a of interest to PCAO and forwarded by a member of PCAO's upper management team. If it appears to be a viable project and there is time availability, submit a competitive proposal consideration of the additional work as an extension of this contract.

Work Location / Travel: As an independent contractor, all work will be completed in contractor's home office using hery own supplies and equipment. All regular, in-state travel is included in the contract rate.

Fee: The all-Inclusive fee for completing the nine specified applications and other activities outlined above is \$52,500.00 for initial 5 quarters. First quarterly payment at \$8,500 with remaining four quarterly payments at \$11,000 each.

Payment Net: 30 days billed quarterly

Exhibit B (page 1)
Scope of Work

5. Competitive Proposals for additional work are not to exceed \$15,000 to be billed at an hourly rate of \$50 per hour. Payment Net 30 days billed monthly.