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## GENERAL CONSULTING CONTRACT



**Office:** Administrative Services/WIOA

**Contractor:** James E. Mize

**Project:** One-Stop Operator

**Amount:** \$15,000/Yr. – Not to Exceed

**Funding:** WIOA Grant

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### RECITALS

A. County, as Grantee, received federal Workforce Innovation and Opportunity Act, Pub.L.113-128 ("WIOA") grant funds for the operation of the Santa Cruz County ARIZONA@WORK Career Center System Workforce Program.

B. Pursuant to A.R.S. § 11-254.04, County may appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the County inhabitants.

C. County finds that obtaining the One Stop Operator will help the Workforce Development Board ("WDB") and ARIZONA@WORK Center System implement the WIOA regulations in the provision of workforce development services to residents.

D. County's "WDB", issued Request for Proposals No. RFP B-04-25-CO37 ("the RFP") for such technical assistance.

E. Contractor has submitted a response to the RFP that is beneficial to the residents of the County.

F. The Santa Cruz County Board of Supervisors finds that Contractor has specialized training and expertise in providing workforce development One Stop Operator services.

G. The Santa Cruz County Board of Supervisors finds that entering into this Agreement with Contractor is in the best interests of the residents of Santa Cruz County.

NOW THEREFORE, County and Contractor, pursuant to the above, and in consideration of the matters and things set forth herein, agree as follows:

## **AGREEMENT/CONTRACT**

### **TERM, EXTENSIONS AND AMENDMENTS**

**A. Original Term.** This Agreement will commence on August 21, 2025, or upon execution by the Santa Cruz County Board of Supervisors, whichever is later, and will terminate on August 20, 2027 (the "Initial Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised Extension Option.

**B. Contract funding.** Contract funding depends on WIOA funding.

**C. Extension Option.** County may renew this Agreement for one (1) additional periods of up to two (2) years (the "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

**D.** This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. County must approve any amendment to the Agreement before Contractor commences services under the amendment.

### **SCOPE OF WORK**

#### **A. Provide Onsite Partner Leadership**

The One Stop Operator shall:

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

#### **B. Reporting**

The One Stop Operator shall:

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

#### **C. Act as Equal Opportunity Officer**

The One Stop Operator shall:

1. Ensure equal opportunity to all individuals. No individuals shall be excluded from participation in, denied the benefit of, or subject to discrimination under, any WIOA funded program or activity

- because of race, color, religion, sex, religion, sex, national origin, age, disability, English proficiency, sexual orientation, political affiliation or belief.
2. Demonstrate full compliance with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and all other equal opportunity laws. This involves the OSO ensuring its staff receive accessibility training and may involve developing accessibility plans.
  3. Comply and adhere to all Federal and Arizona State regulatory guidance and practices in regards to equal opportunity and ADA compliance.

#### **D. Ensure Compliance**

The One Stop Operator shall:

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

#### **E. Continuous Improvement Activities**

The One Stop Operator shall:

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

#### **CONTRACT REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

**K. Conflict of Interest:** Contractor shall make all reasonable efforts to ensure that no Santa Cruz County officer or employee, whose position enable him/her to influence any award of this contract or any competing offer shall have any direct or indirect financial interest resulting from the award of this contract nor have any relationship to Contractor or officer, agent or employee of the Contractor.

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

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

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

**M. Inaccuracies or Misrepresentations:** The Contractor may be terminated from the RFP process, or in the event an Agreement has been awarded, the Agreement may be immediately terminated, if the County

determines that the Contractor has made a material misstatement or misrepresentation, or that materially inaccurate information has been provided to the County.

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

**N. Employment of Former Santa Cruz County Officials:** The Contractor must provide information on former Santa Cruz County administrative officials who are employed by or represent the Contractor. The information provided must include a list of former Santa Cruz County administrative officials who terminated Santa Cruz County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates the individuals began employment with or representation of your business. For the purpose of this section, a "Santa Cruz County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Manager or member of such officer's staff, a department head or an assistant department head.

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

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

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

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

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

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

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

**V. Legal Arizona Workers Act Compliance:** To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontracts warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A).

Contractor shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with State and Federal Immigration Laws.

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

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

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

**Z. Independent Contractor Status:** It is expressly agreed and understood by and between the parties that the Contractor is being retained by the County as an independent contractor, and, as such, the Contractor shall not become a County employee, and is not entitled to payment or compensation from the County or to any fringe benefits to which County employees are entitled. As an independent contractor, the Contractor further acknowledges sole responsibility for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Contract. As an independent contractor, the Contractor further agrees to conduct itself in a manner consistent with such status, and to neither hold out nor claim to be an officer or employee of the County by reason thereof. The Contractor

will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the County, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

**AA. No Forced Labor of Uyghurs:** Contractor certifies that it does not currently, and agrees for the duration of this Agreement that it will not, use: (a) The forced labor of ethnic Uyghurs in the People's Republic of China; (b) Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or (c) Any contractors, subcontractors or suppliers that use the forced labor, including any goods or services produced by the forced labor of, ethnic Uyghurs in the People's Republic of China.

#### **INDEMNIFICATION AND INSURANCE**

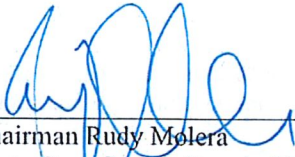
**A. Liabilities Against Procuring Agency:** The Contractor shall indemnify, keep and save harmless the County, all County agents, officials and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which are made against the County (a) by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

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

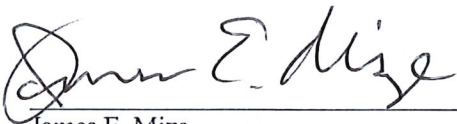
representatives for a period of three (3) years after final payment under the Agreement or until all pending County and State audits are completed, whichever is later.

This agreement shall not be binding unless signed by both parties. Notwithstanding, be effective as of the listed effective date irrespective of the date that this agreement is signed by the last party.

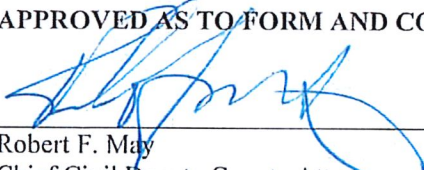
**SANTA CRUZ COUNTY**

  
\_\_\_\_\_  
Chairman Rudy Molera  
Santa Cruz County Board of Supervisors  
8/20/2025  
\_\_\_\_\_  
Date

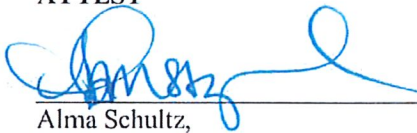
**CONTRACTOR**

  
\_\_\_\_\_  
James E. Mize  
9/12/2025  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND CONTENT**

  
\_\_\_\_\_  
Robert F. May  
Chief Civil Deputy County Attorney  
8/20/2025  
\_\_\_\_\_  
Date

**ATTEST**

  
\_\_\_\_\_  
Alma Schultz,  
Clerk of Board  
8/20/2025  
\_\_\_\_\_  
Date

1. The Contractor shall secure and maintain, during the life of the Contract, Public Liability insurance for injuries, including accidental death. The policy shall be subject to limits of not less than \$1,000,000 per person and \$1,000,000 per accident. Santa Cruz County shall be named as an "additional insured."
2. The Contractor shall secure and maintain, during the life of the Contract, Motor Vehicle Public Liability and Property Damage insurance to cover each automobile, used in the performance of the Contract in an amount of not less than \$1,000,000 for one person, and \$1,000,000 for more than one person, and property damage in the sum of \$1,000,000 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided herein. Santa Cruz County shall be named as an "additional insured."

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

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

Zaida Bustamante  
Santa Cruz County  
ARIZONA@WORK Job Center  
610 North Morley Ave.  
Nogales, AZ 85621  
ZBustamante@santacruzcountyaz.gov

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

**F. Right to Monitor and Audit:**

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

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

2. **Availability of Records:** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County