

1. REGULAR MEETING AGENDA - AMENDED

Documents: [03-02-16 AMENDED.PDF](#)

2. DOCUMENTATION - 27.3MB

Documents: [03-02-16.PDF](#)



Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1
RUDY MOLERA
District 2
JOHN MAYNARD
District 3

PUBLIC NOTICE OF MEETING

Notice is hereby given, pursuant to A.R.S. 38-431.02, that the Board of Supervisors of Santa Cruz County, State of Arizona, will hold a **REGULAR MEETING at 9:30 a.m.**, on **WEDNESDAY, March 2nd, 2016** at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

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

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

Dated this 25th day of February, 2016.

*Melinda Meek, Clerk
Board of Supervisors*



Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

JOHN MAYNARD
District 3

AMENDED 2/29/16

A G E N D A

March 2, 2016 at 9:30 a.m.

**Santa Cruz County Complex
2150 N. Congress Drive, Room 120
Nogales, AZ 85621**

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. ADOPTION OF AGENDA

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

D. CURRENT EVENTS

1. Board of Supervisors
2. Manager

E. DEPARTMENT REPORTS AND ACTIVITIES

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

F. FLOOD CONTROL

1. Director's/Project Report
2. Monthly Report from City of Nogales
3. Monthly Report from the Town of Patagonia
4. Public Comment

ACTION TAKEN

G. ACTION ITEMS

1. Discussion/possible action to approve the Partial Release of Assurances for Tubac Golf Resort Development Unit 2 Subdivision, Lot 62 as recorded in Book 4 of Maps and Plats at Page 116 and amended in Book 4 of Maps and Plats at Page 126 in the Office of the Santa Cruz County Recorder (Req: Mary Dahl) _____
2. Discussion/possible action to approve FY16 Intergovernmental Agreement and Budget Application between the Arizona Supreme Court, Administrative Office of the Courts and the Santa Cruz County Board of Supervisors through the County School Superintendent and the Santa Cruz County Superior Court through the Juvenile Court for the award of \$71,053.00 to provide for Juvenile Detention Education Services (Req: Danna Gallardo) _____
3. Discussion/possible action to approve Professional Outside Services Agreement with Coordinated Consulting Services, LLC for Mass Care Plan Project (Req: Shelly Jacobs) _____
4. Discussion/possible action to approve Resolution No. 2016-02 reauthorizing the Santa Cruz County Domestic Violence Fatality/Near Fatality Review Team (Req: County Attorney) _____
5. Discussion/possible action for approval to employ immediate family member within County Attorney's Office (Req: County Attorney) _____
6. Discussion/possible action to approve contract with Arizona State Board of Equalization to provide Hearing Officer Services to Santa Cruz County (Req: Jennifer St. John) _____

7. Discussion/possible action to approve Intergovernmental Agreement with the City of Nogales for Election Services for the 2016 Primary and General Elections (Req: Elections Director) _____
8. Personnel, waive of hiring freeze and authorization to fill vacant:
 - a. Lieutenant position (Req: Sheriff) _____
 - b. Sergeant position (Req: Sheriff) _____
 - c. Probation Officer position (Req: Tivo Romero) _____
 - d. Senior Secretary position (Req: Clerk) _____
9. Discussion/possible action: request recommendation of approval of Application for Liquor License: Tubac Market, Tubac, AZ (Req: Clerk) _____
10. Discussion/possible action to approve Bond for Duplicate Warrant #4-639358 in the amount of \$49.00 dated 11/24/15 payable to Aimee Denovchek (Req: Clerk) _____
11. Demands _____
12. Approval of Minutes: 7/23/15 _____
13. Monthly Reports _____
14. Discussion/possible action to approve Ordinance No. 2016-01 Establishing Regulations for Conduct in Santa Cruz County Parks and Recreational Facilities (Req: Jennifer St. John) _____

H. STUDY SESSION

Presentation of options for the Nogalitos Project (Req: Jennifer St. John)

10.00 a.m.

I. PUBLIC HEARING

Discussion and presentation of Ordinance 2016-01, Establishing Regulations for Conduct in Santa Cruz County Parks & Recreational Facilities (Req: Jennifer St. John)

J. ADJOURNMENT

Posted: 2/29/16 at 10:40 a.m. by MM

Melinda Meek

Melinda Meek, Clerk of the Board

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



Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1
RUDY MOLERA
District 2
JOHN MAYNARD
District 3

PUBLIC NOTICE OF MEETING

Notice is hereby given, pursuant to A.R.S. 38-431.02, that the Board of Supervisors of Santa Cruz County, State of Arizona, will hold a **REGULAR MEETING at 9:30 a.m.**, on **WEDNESDAY, March 2nd, 2016** at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

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

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

Dated this 25th day of February, 2016.

*Melinda Meek, Clerk
Board of Supervisors*



Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

JOHN MAYNARD
District 3

AMENDED 2/29/16

AGENDA

March 2, 2016 at 9:30 a.m.

**Santa Cruz County Complex
2150 N. Congress Drive, Room 120
Nogales, AZ 85621**

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. ADOPTION OF AGENDA

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

D. CURRENT EVENTS

1. Board of Supervisors
2. Manager

E. DEPARTMENT REPORTS AND ACTIVITIES

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

F. FLOOD CONTROL

1. Director's/Project Report
2. Monthly Report from City of Nogales
3. Monthly Report from the Town of Patagonia
4. Public Comment

ACTION TAKEN

G. ACTION ITEMS

1. Discussion/possible action to approve the Partial Release of Assurances for Tubac Golf Resort Development Unit 2 Subdivision, Lot 62 as recorded in Book 4 of Maps and Plats at Page 116 and amended in Book 4 of Maps and Plats at Page 126 in the Office of the Santa Cruz County Recorder (Req: Mary Dahl) _____
2. Discussion/possible action to approve FY16 Intergovernmental Agreement and Budget Application between the Arizona Supreme Court, Administrative Office of the Courts and the Santa Cruz County Board of Supervisors through the County School Superintendent and the Santa Cruz County Superior Court through the Juvenile Court for the award of \$71,053.00 to provide for Juvenile Detention Education Services (Req: Danna Gallardo) _____
3. Discussion/possible action to approve Professional Outside Services Agreement with Coordinated Consulting Services, LLC for Mass Care Plan Project (Req: Shelly Jacobs) _____
4. Discussion/possible action to approve Resolution No. 2016-02 reauthorizing the Santa Cruz County Domestic Violence Fatality/Near Fatality Review Team (Req: County Attorney) _____
5. Discussion/possible action for approval to employ immediate family member within County Attorney's Office (Req: County Attorney) _____
6. Discussion/possible action to approve contract with Arizona State Board of Equalization to provide Hearing Officer Services to Santa Cruz County (Req: Jennifer St. John) _____

- 7. Discussion/possible action to approve Intergovernmental Agreement with the City of Nogales for Election Services for the 2016 Primary and General Elections (Req: Elections Director) _____
- 8. Personnel, waive of hiring freeze and authorization to fill vacant:
 - a. Lieutenant position (Req: Sheriff) _____
 - b. Sergeant position (Req: Sheriff) _____
 - c. Probation Officer position (Req: Tivo Romero) _____
 - d. Senior Secretary position (Req: Clerk) _____
- 9. Discussion/possible action: request recommendation of approval of Application for Liquor License: Tubac Market, Tubac, AZ (Req: Clerk) _____
- 10. Discussion/possible action to approve Bond for Duplicate Warrant #4-639358 in the amount of \$49.00 dated 11/24/15 payable to Aimee Denovchek (Req: Clerk) _____
- 11. Demands _____
- 12. Approval of Minutes: 7/23/15 _____
- 13. Monthly Reports _____
- 14. Discussion/possible action to approve Ordinance No. 2016-01 Establishing Regulations for Conduct in Santa Cruz County Parks and Recreational Facilities (Req: Jennifer St. John) _____

H. STUDY SESSION

Presentation of options for the Nogalitos Project (Req: Jennifer St. John)

10.00 a.m.

I. PUBLIC HEARING

Discussion and presentation of Ordinance 2016-01, Establishing Regulations for Conduct in Santa Cruz County Parks & Recreational Facilities (Req: Jennifer St. John)

J. ADJOURNMENT

Posted: 2/29/16 at 10:40 a.m. by MM

Melinda Meek

Melinda Meek, Clerk of the Board

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

CASH AND INVESTMENT REPORT

March 2, 2016

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	100	GENERAL FUND	2,557,912	37,925	8,517,407	11,075,318
225	101	J.P. #1 TIME PAYMENT FEES	46,160			46,160
245	102	J.P. #2 TIME PAYMENT FEES	(5,597)			(5,597)
262	103	J.C.E.F. COURT FEES	134,922			134,922
181	106	EXPED. CHILD SUPPORT & VISITATION	77,419			77,419
180	107	CLERK SUPERIOR COURT RETRIEVAL	74,559			74,559
182	108	SPOUSAL MAINTENANCE FUND	11,806			11,806
183	109	CHILD SUPPORT AUTOMATION FUND	1,853			1,853
125	110	PROSECUTION HIDTA (PIMA)	(23,906)			(23,906)
126	111	ATTORNEY'S DIVERSION PROGRAM	(1,834)			(1,834)
127	112	VICTIM RIGHTS NOTIFICATION	4,309			4,309
128	113	BAD CHECK COLLECTION	(1,779)			(1,779)
130	116	COST OF PROSECUTION	(131)			68
184	118	DOMESTIC REL. ED. MEDIATION FD	8,980		199	8,980
258	119	DOMESTIC REL. ED. CHILD ISSUES	131			131
185	122	NON IV-D CONVERSION FUND	707			707
259	125	FILL THE GAP (5%)	50,051			50,051
111	128	RETRIEVAL CONVERSION FUND	80,825		182,227	263,052
227	133	CIRCLES OF PEACE	467			467
203	134	LEPC GRANT	2,866			2,866
112	135	TAXPAYERS' INFORMATION FUND	53,202			53,202
205	139	DOMSTC PREP HAZRD MAT TRAINING	2			2
132	141	FILL THE GAP (ATTORNEY)	8,606			8,606
110	142	ASSESSOR'S RETRIEVAL	71,015			71,015
133	143	5% FTG ALLOC-C.A. 21.61%	37,564			37,564
206	144	EMERGENCY RESPONSE FUND	38			38
228	148	JUSTICE COURT #1 FARE FUND	5,605			5,605
151	151	FEDERAL PROGRAM INCOME-CA	(4,317)			(4,317)
154	154	ADHS OVERTIME 130435-01	0			0
615	155	CASE MANAGEMENT FUND	42,829			42,829
155	156	SLOT GRANT- COUNTY ATTORNEY	(29,586)			(29,586)
676	191	SCHOOL FOREST FEES FUND	19,927			19,927
677	192	EARLY LEARN-LEARNING TOGETHER	15,373			15,373
679	194	READING FIRST-TECH ASSISTANT	0			0
680	195	CAROL M WHITE - PHYSICAL ED GRANT	0			0
329	197	COMMISSARY FUND	80,663			80,663
117	198	SANTA CRUZ FAIR ASSOCIATION	0			0
257	203	LAW LIBRARY FUND	39,511			39,511
120	204	OLD COURTHOUSE FUND	(21,236)			(21,236)
105	205	ROAD FUND	616,939		660,924	1,277,864
625	206	WASTE TIRE GRANT (ADEQ)	107,596			107,596
600	207	ANIMAL CONTROL FUND	(92,136)			(92,136)
601	208	STERILIZATION ENFORCEMENT FUND	40,717			40,717
106	209	ADOT HOUSE BILL 2565	0.12			0.12
134	210	ANTI-RACKETEERING #2	(101,658)			(101,658)
135	211	A.C.J.C. PROSECUTION #20	(6,950)			(6,950)
136	212	RESTITUTION--VICTIM COMP	20,426			20,426
138	214	ATTY'S VICTIMS COMP. FUND	(9,937)			(9,937)
326	216	HIDTA 16	0			0
327	217	SHERIFF A.C.J.C. GRANT	(64,600)			(64,600)
139	219	ATTORNEY'S ENHANCEMENT FUND	19,694			19,694
282	221	JUVENILE PROBATION FEES	105,873		24,899	130,771
263	222	FARE PROGRAM FUND	467			467
280	223	FAMILY COUNSELING GRANT	10,665			10,665
308	224	ADULT PROBATION FEES	255,035		96,382	351,417
140	225	VICTIM ASSISTANCE GRANT	(2,329)			(2,329)
277	226	JCEF-STANDARD	0			0
302	227	JCEF-STATE AID ENHANCEMENT	0			0
281	228	JUVENILE DIVERSION FEES	87,213		3,757	90,970
311	229	JCEF-ADULT INTENSIVE PROBATION	0			0
275	230	PIC-ACT GRANT	(38,838)			(38,838)
300	231	COMMUNITY PUNISHMENT PROGRAM	19,806			19,806
274	232	JCEF-JUVENILE INTENSIVE PROB.	0			0
250	233	CASA PROGRAM FUND	(9,455)			(9,455)
273	234	JUVENILE INTENSIVE PROBATION	(18,380)			(18,380)
310	235	ADULT INTENSIVE PROBATION	(83,307)			(83,307)

	276	236	STANDARD PROBATION	11,725			11,725
	301	237	STATE AID ENHANCEMENT GRANT	(59,030)			(59,030)
	304	238	DRUG ENFORCEMENT GRANT	0			0
	312	239	PROBATION/PAROLE SERVICES	5,377		48,017	53,395
	330	240	JAIL ENHANCEMENT GRANT	281,222			281,222
	331	242	GOHS GRANT (SHERIFF)	(1,305)			(1,305)
	332	243	VICTIM BILL OF RIGHTS	10,098			10,098
	333	247	CJEF BURGLARY PREVENTION	0			0
	683	249	JUVENILE EDUCATION FUND	22,874			22,874
	370	250	HEALTH SERVICE FUND	(119,760)			(119,760)
	141	264	F.B.I. SEIZURE GRANT	0		974	974
	255	267	TRAFFIC CASE PROCESSING FUND	188			188
	337	268	DOJ BULLET PROOF VEST FUNDING	(6,788)			(6,788)
	377	269	BIO-TERRORISM GRANT	(16,769)			(16,769)
	338	270	AATA LAW ENFORCEMENT GRANT	625			625
	685	272	TITLE II-A	6,296			6,296
	339	273	DUI ENFORCEMENT GRANT	17,000			17,000
	686	274	TITLE II-D	(19,471)			(19,471)
	142	276	AZ AUTO THEFT AUTHORITY (ATTY)	10,087			10,087
143/342	277	277	PROGRAM INCOME C.A. & METRO	8,177			8,177
	689	280	PART B IDEA BASIC	(6,149)			(6,149)
	690	281	CHEMICAL ABUSE	0			0
	346	286	ACJC/JAG UNDER 10K	1,476			1,476
	344	287	ANTI METH INITIATIVE	64			64
	379	288	T.B. GRANT	(1,000)			(1,000)
	283	290	JUV PROB SVC EXTRA FEES > \$40	19,850			19,850
	307	291	ADULT PROB FEES INTRST COMP 30%	9,690			9,690
	309	292	ADULT PROB SVC EXTRA FEES > \$40	114,487			114,487
	691	299	COUNTY JAIL EDUCATION	75,080			75,080
	254	300	COMMUNITY ADVISORY BOARD	23			23
	306	301	ADULT PROBATION DRUG TESTING	21,060			21,060
	278	302	DIVERSION CONSEQUENCES	3,214			3,214
	279	303	JUV PROB SVC FUND TREATMENT	(27,043)			(27,043)
	303	304	DRUG TREATMENT & EDUCATION FUND	9,039			9,039
	254	305	JUVENILE COMMUNITY ADVISORY BRD	-			-
	305	306	VICTIMS RIGHTS PROBATION	13,882			13,882
	251	307	MODEL COURT, CRT IMPROVEMENT	0			0
	253	308	CASE PROCESSING IV-D	0			0
	252	309	D.E.S. IV-D	4,551			4,551
	256	312	FTG-INDIGENT DEFENSE	4		22	26
	626	313	SELF HHW/ABOP SITE	6,149			6,149
	288	314	COMMUNITY SERVICE	387			387
	287	315	JAIBG-JUV	209			209
	290	319	JUVENILE DETENTION ALTERNATIVE INITIATIVES	0			0
	260	321	5% FTG ALLOC-SUP CRT 57.37%	544,987			544,987
	261	322	5% FTG ALLOC-IND DEF 20.53%	273,059			273,059
	313	323	GLOBAL POSITIONING SYSTEM	(0.02)			(0)
	800	332	EPA WETLANDS PROTECTION DEV	0			0
	209	335	CITIZEN CORPS TRAIN #130405-01	0			0
	650	350	FLOOD CONTROL DISTRICT FUND	316,624		873,845	1,190,469
	950	351	FIRE DISTRICT SECONDARY FUND	16,067	(37,925)		16,067
	352	352	BORDER SECURITY ENHANCEMENT	72			72
	651	353	FLOOD CONTROL RESERVE FUND	413,834		61,639	475,473
	354	354	ICE GRANT	(24,461)			(24,461)
	355	355	OPERATION STONE GARDEN #999435	(6,905)			(6,905)
	356	356	SLOT GRANT	(2,336)			(2,336)
	357	357	TOHONO O'ODHAM (SO)	19,445			19,445
	358	358	OPERATION STONE GARDEN #130433-01	(2,086)			(2,086)
	359	359	OPERATION STONE GARDEN #140425	(149,666)			(149,666)
	360	361	OPERATION STONE GARDEN #150417	(92)			(92)
	725	365	PROFESSIONAL DEVELOPMENT GRANT	(52)			(52)
	746	377	WIA RAPID RESPONSE	(38)			(38)
727/728	380	380	WIA YOUTH PROGRAM	(18,635)			(18,635)
	729	381	WIA GENERAL	93			93
	731	383	LAND MANAGEMENT-WIA	10,665			10,665
	732	384	WIA/TANF SET A SIDE	(1,523)			(1,523)
	733	385	DEPT OF EDUC. RECREATION GRANT	2,221			2,221
	747	387	ADULT EDUCATION	(20,244)			(20,244)
	739	393	WIA ADULT	(7,709)			(7,709)
	740	394	WIA DISLOCATED WORKER	(18,735)			(18,735)
	741	395	WIA ADMINISTRATION	(15,590)			(15,590)
	743	397	WORK INCENTIVE GRANT	0			0
	400	408	APRON RECONSTRUCTION	(11,946)			(11,946)

490	415	CDBG PROJECTS	59,567		59,567
406	429	FY 2014 CDBG REGIONAL ACCOUNT	0		0
407	430	PHASE 1 - APRON DESIGN	(3,736)		(3,736)
451	431	RIO RICO RD IMPROVEMENT-CDBG	(105,748)		(105,748)
412	441	EVIROK ASSESSMENT-LAND ACQ	(3,794)		(3,794)
414	443	AIRPORT MASTER PLAN UPDATE	6,800		6,800
453	453	CDBG GORRION COURT	2,099		2,099
442	486	JAIL DIST CONSTRUCTION/BOND PROCEEDS	90,779	111,080	201,860
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336	51,076	53,412
121	488	BUILDING DEBT SERVICE	215,194	51,957	267,151
325	489	JAIL DISTRICT	937,421	211,318	1,148,738
502	502	TOHONO O'ODHAM (LANDFILL)	0.12		0.12
500	540	LANDFILL	(185,921)		(185,921)
501	541	LANDFILL RESERVE FUND	199,843	992,836	1,192,679
602	602	OFFICER SAFETY EQUIPMENT-AC	2,150		2,150
704	659	IDEA BASIC/SECURE CARE (Z-220)	1,791		1,791
701	663	1ST CENT COM. LEARNING (Z-300)	481		481
706	664	TAYLOR GRAZING FEES (Z-395)	2,093		2,093
707	665	STATE CHEMICAL ABUSE (Z-430)	30		30
951	667	INDIRECT COSTS (Z-570)	4,846		4,846
699	676	SPECIAL SVCS 15-365 (Z-931)	331,057		331,057
953	677	SCC CONSORTIUM DUES (Z-834)	2,332		2,332
711	687	IDEA BASIC ADULT SECURE CARE	1,985		1,985
712	688	JUVENILE DETENTION LEARN	6,759		6,759
118	689	HAVA BLOCK GRANT	15,175		15,175
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	5,519		5,519
716	716	TEAM ANONYMOUS	8,153		8,153
717	717	ADOLESCENT WELLNESS NETWORK	5,472		5,472
718	718	DISTRICT #99-INSURANCE FUND	10,174		10,174
719	719	YOUTH CAREER CONNECT GRANT	(33,749)		(33,749)
720	720	HEALTHY STUDENTS	(37,890)		(37,890)
750	750	ADULT EDUCATION - ELAA STATE	(25,731)		(25,731)
751	751	ADULT EDUCATION - ELAA FEDERAL	(56,664)		(56,664)
752	752	CAREER & COLLEGE READINESS	2		2
753	753	ADULT EDUCATION - ABE/ASE STATE	(10,254)		(10,254)
756	756	WIOA TABE 9-10	(18,932)		(18,932)
759	759	WIOA POSTSECONDARY BRIDGE	(3,081)		(3,081)
186	956	EMANCIPATION ADMIN COSTS	66		66
248	974	COURT ENHANCEMENT FEE-JP #2	29,515		29,515
247	975	\$13 ASSESSMENT FUND-JP #2	6,447		6,447
231	976	COURT ENHANCEMENT FEE-JP #1	71,068		71,068
230	977	\$13 ASSESSMENT FUND-JP #1	33,540		33,540
353	978	OFFICER SAFETY EQUIPMENT-SO	26,810		26,810
148	981	DOMESTIC VIOLENCE STOP GRANT	(58,215)		(58,215)
107	985	PALO PARADO RAILROAD IMPROV	0		0
149	986	VICTIM SERVICES DONATIONS	532		532
229	987	INCREASING EFFICIENCY	13,469		13,469
289	988	JUV DIVERSION SVC FEES-OVER	6,914		6,914
351	992	FEDERAL PROGRAM INCOME-MTF	6,330		6,330
386	993	MEDICAL RESERVE CORP	22,965		22,965
246	995	JP 2 FARE PROGRAM	1,053		1,053
208	997	CITIZEN CORPS TRAIN #150406-02	(1,818)		(1,818)
383	998	IMMUNIZATION PROGRAM	0		0
264	999	STATE-FILL THE GAP FUND	0		0
TOTALS FOR ALL FUNDS			7,493,565	11,888,558	\$ 19,382,123
SUSPENSE FUND (AMT. UNAPPORT.)			0		

**PROJECTED END OF THE MONTH BALANCE
FOR GENERAL FUND**

GENERAL FUND NET CASH BALANCE	2,557,912	
PENDING - REVENUE		
AUTO LIEU	80,000	
SALES TAX	150,000	
COUNTY 1/2 CENT TAX	175,000	
APPORTIONMENT AMOUNT	0	
LOTTERY	0	
PENDING - EXPENDITURES		
MARCH 2, 2016 EXPENSE WARRANTS	(136,277)	
MARCH 4, 2016 PAYROLL WARRANTS	(465,000)	
MARCH 16, 2016 EXPENSE WARRANTS	(250,000)	
MARCH 18, 2016 PAYROLL WARRANTS	(465,000)	
SPECIAL REVENUE DEFICIT	(1,598,841)	
STATE POOL INVESTMENT	8,517,407	
ESTIMATED E.O.M. BALANCE	<u>8,565,200</u>	
DIFFERENCE		383,738
CASH AT MARCH 2015	<u>8,181,462</u>	

Jesus J. Valdez, P.E.
General Manager

FLOOD CONTROL DISTRICT
AND
FLOODPLAIN ADMINISTRATION

SANTA CRUZ COUNTY
Project Report
By John Hays

February 4th, 2016, through March 2nd, 2016
As of February 25, 2016

1. District Staff is working on modifications to the Santa Cruz County Floodplain and Erosion Hazard Management Ordinance #2001-03. On February 10th, the Committee moved and passed unanimously to present the current draft, along with the remaining unresolved comments, to the Board at a Study Session before the Draft and comments are taken out to the public for public meetings, review, and comment. Staff held Public Meetings and the Public Review and Comment Period. Public Meetings are scheduled for February 19 (Tubac), 26 (Patagonia/Sonoita Area), March 5 (Nogales) and 19 (Rio Rico) from 5 PM to 8 PM. Public Meetings have been postponed and will be rescheduled. The Public Review and Comment Period for the Draft Ordinance is open until the close of business on May 29, 2015. Numerous comments, approximately 18, have been received. Staff is working on organizing the comments for the committee and trying to find a date the committee can meet again.
2. During the month, the ALERT System reported precipitation ranging from 0.12 inches at the Patagonia Lake site to 0.43 inches at the Calabasas site.
3. District Staff has started a feasibility study to look into the possibility of creating a retention/detention structure upstream of Interstate 19 in the hopes of decreasing the floodplain downstream of I-10 along Western Avenue. Initial indications are that the project is going to be feasible and may cost less than initially assumed. Staff has evaluated the possible alternatives, and decided to move to an alternative that will satisfy ADWR's concerns. The Arizona Division of Emergency Management (ADEM) informed Staff of some grant opportunities (Pre-Disaster Mitigation Grant and Flood Mitigation Assistance Grant) that became open. Staff prepared and submitted a Notice of Intent to Submit to ADEM for determination of eligibility for the Ephraim Canyon Basin Project. Staff prepared and submitted an eGrants application for Flood Mitigation Assistance to finish the design and construct the Ephraim Canyon Basin. Staff has been informed the project was not accepted. Staff will continue to seek other funding opportunities. Staff has received and commented on the Final Draft of the Feasibility Report for the Project. The State of Arizona has also provided information for a new round of possible federal funding. Staff is working on preparing the Notice of Intent to apply.
4. It was brought to the attention of District Staff that a portion of the bank protections built back in 2001-2002 have partially failed. Staff is working to evaluate and make repairs. Staff may bring forward recommendations for a long term plan for

improvements at a later date. Staff has meet with the engineering firm that designed the protection and they are currently evaluating what may have been the cause of the failure and are helping to look for funds for repair. Staff, with the assistance of the original engineering firm, has prepared and submitted Notices of Intent for the PDM and FMA Grants for the repair work that is needed. Staff has prepared and submitted eGrants Application to fund the repairs and mitigation needed to repair and strengthen the bank protection. Staff has been informed that the project was not accepted, and is working to determine the best course of action to repair the protection.

5. District Staff is working on Notices of Intent (NOI) to try to seek funding for engineering and/or construction for multiple projects, to include the Nogalitos Detention Basin, Mariposa Detention Basin, Baffert Detention Basin, and Potrero Creek Wetland Restoration.
6. District Staff received three (3) Site Review Applications. One (1) of the application were from the City of Nogales.
7. District Staff received five (5) Floodplain Use Permit applications. Two (2) of the applications were located within the City of Nogales.
8. District Staff reviewed the floodplain status of one hundred sixty-five (165) properties during the past month. Twenty-five (25) of the properties was located within the City of Nogales. Four (4) of the properties were located in the Town of Patagonia.
9. District Staff received one (1) drainage complaint. None (0) of the complaints was from the City of Nogales.
10. The Town of Patagonia had no report when this report was compiled.
11. The City of Nogales had no report when this report was compiled.

Gauge #	Precipitation Total
2501-Red Mtn	0.31"
2502-Pena Blanca Lake Dam	0.28"
2510-Ephriam/I19	0.35"
2514-Aravaca Lake	0.24"
2516-Peck Canyon	0.35"
2520-Casa Blanca/SR 82	0.12"
2523-Parker Canyon Dam	0.28"
2524-Chimineia Wash	0.39"
2530-Potrero Ck	0.39"
2531-CILA, Nogales	0.31"
2537-Calabazas	0.43"
2540-Mariposa Port	0.35"
2541-Palo Parado Bridge	0.20"
2549-Santa Cruz River @ Hwy82	0.24"
2550-Nogales W./County Yard	0.31"
2556-Patagonia Lake Dam	0.12"
2560-CILA Nogales	0.75"
2570-Cobach COLlege	NA"
2580-Immuris	0.39"
6080-SCR @ Tubac (USGS)	0.20"

Santa Cruz County Flood Control District ALERT System Gauges Febuary 2016 As of 2/24/2016

Legend

Roads

ST_NAME

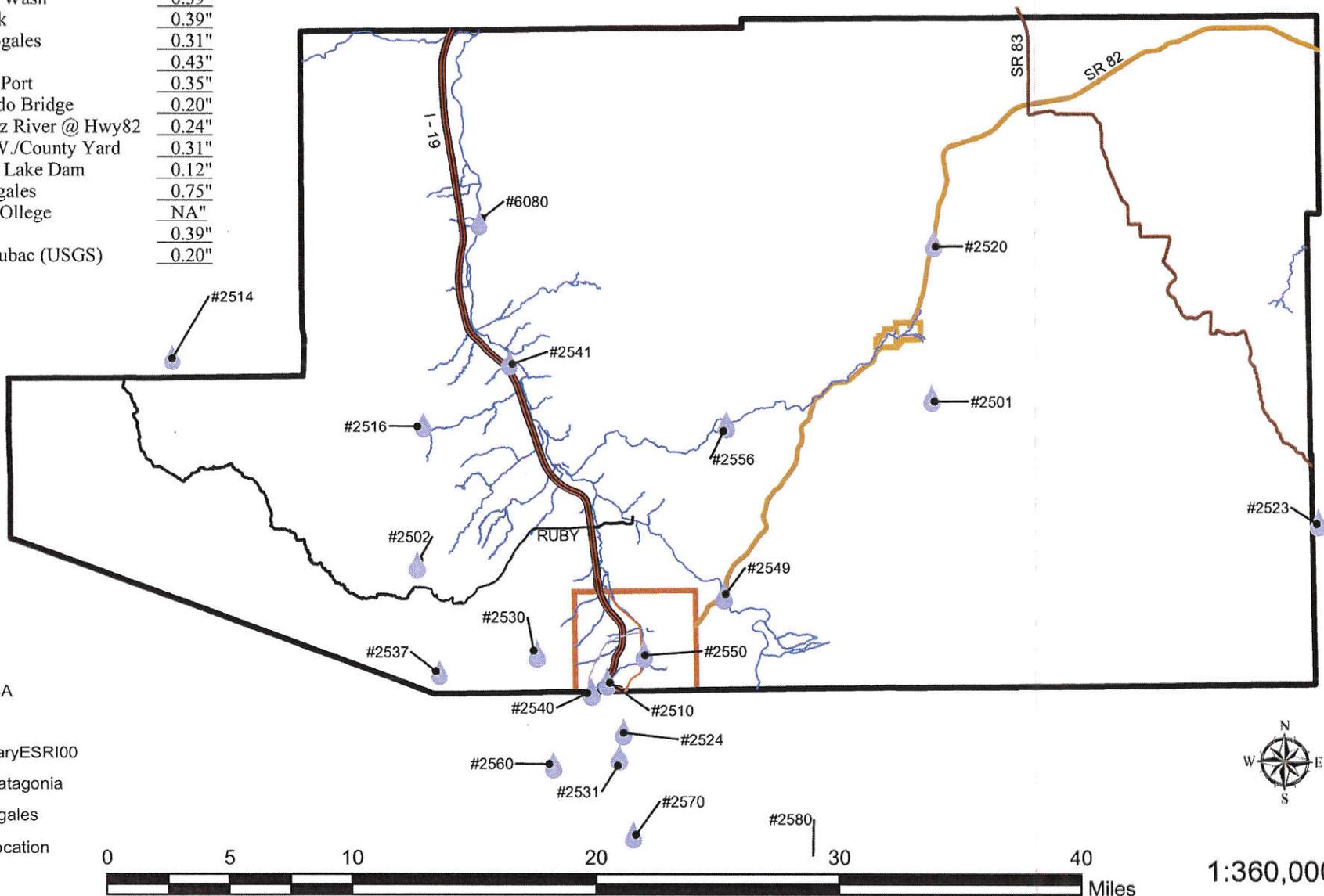
- GRAND
- HWY 289
- HWY 82
- HWY 83
- I-19
- MARIPOSA
- RUBY

SCBoundaryESRI00

Town of Patagonia

City of Nogales

● Gauge Location



1:360,000



SANTA CRUZ COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION
Meeting Date: March 2, 2016

To: Board of Supervisors
From: Mary Dahl, Director
Date: February 23, 2016

Subject: Discussion and Possible Action to Approve the Partial Release of Assurances for Tubac Golf Resort Development Unit 2 Subdivision, Lot 62 as recorded in Book 4 of Maps & Plats at Page 116 and amended in Book 4 of Maps and Plats at Page in the official records of Santa Cruz County, Arizona.

Recommendation: Authorize the Chairman to sign the release as presented.

Background: In April of 2005, the Board of Supervisors executed a Land Development Agreement with Tubac Management Company, L.L.C. (“Developers”) and an Assurance Agreement for Construction of Subdivision Improvements with the Developers and Lawyers Title Agency of Arizona L.L.C. and approved a final plat for the development of 106 residential lots known as Tubac Golf Resort Development Unit 2. Subsequently, the Board authorized Substitute Assurance Agreements in April of 2005 and again in April of 2006 for some of the lots in the subdivision. The new owner of Lots 1-47 is Tubac Investment Property II, L.L.C.

The project is located south of the Tubac Golf Resort and north of Bridge Road in Tubac. Although adversely affected by the Great Recession, some lots have moved and houses have been built. The most recent of these is a 2,070 square foot single family home on Lot 62 which is the subject of this request.

Section 2.6 of the agreements allow for a partial release of assurances upon a finding that all of the Subdivision Improvements required in connection with the released lots have been completed in accordance with plans and that the released lots and the Subdivision Improvements required in connection with them can be used and maintained separately from the Subdivision Improvements not yet completed.

Section 2.11 states that the improvements “shall not be considered completed until after they have been constructed in accordance with all applicable plans and after County has inspected them and finds them to be in compliance with the plans.”

The County received a sealed letter from the engineer of record attesting that the required improvements serving this lot were installed in 2006.

Financial Implications: None.

Proposed Motion: Mr. Chairman, I move to authorize the partial release of assurances for Tubac Golf Resort Development Unit 2, Lot 62.



PARTIAL RELEASE

That certain Land Development Agreement (LDA) and Assurance Agreement for Construction of Subdivision Improvements between the County of Santa Cruz, a political subdivision of the State of Arizona (“the County”), and Tubac Management Company, L.L.C. (“Developer”), and Lawyers Title Agency of Arizona, L.L.C., an Arizona Limited Liability Company (“Trustee”), entered into on April 13, 2005, same of which was recorded on April 13, 2005 in Docket 1110 at Pages 681 et seq., Records of Santa Cruz County, Arizona, for the purpose of the development of the property therein described, and the subsequent Substitute Assurance Agreements between the County, Trustee and Tubac Investment Property II, L.L.C. entered into on April 20, 2005 (recorded as Instrument #0504811) and March 29, 2006 (recorded at #2006-05692), and the Developer therein having complied and completed certain on-site improvements in accordance with the specifications of the County, and therefore the Developer hereby requests and the County hereby agrees to release the property described as follows:

Lot 62, Tubac Golf Resort Development Unit 2, a Subdivision of Santa Cruz County, Arizona, according, according to Plat of Record in the office of the County Recorder of Santa Cruz County, Arizona, in Book 4 of Maps and Plats at Page 116 as amended and recorded in Book 4 of Maps and Plats at Page 126 thereof.

In witness whereof, the County has executed this Partial Release dated this _____ day of _____, 2016.

SANTA CRUZ COUNTY, ARIZONA
BOARD OF SUPERVISORS

Rudy Molera, Chairman

ATTEST:

Melinda Meek, Clerk of the Board

APPROVED AS TO FORM:

Charlene Laplante, Chief Deputy County Attorney, Civil



RAY OF LIGHT ACADEMY

Every child can achieve – no exceptions

Memo

To: Santa Cruz County Board of Supervisors

From: Danna Gallardo, Juvenile Detention Education Director

Re: FY16 IGA approval for Juvenile Detention Education funding and other associated funds for juvenile detention education services

Date: February 4, 2016

REQUEST:

Requesting approval of the FY16 Intergovernmental Agreement and Budget Application between the Arizona Supreme Court, Administrative Office of the Courts, and the Santa Cruz County Board of Supervisors through the County School Superintendent and the Santa Cruz County Superior Court through the juvenile court in the amount of \$71,053.00.

BACKGROUND:

The AOC, on behalf of the Superior Courts for all counties in Arizona and the superintendents of schools for each county, applied for and received \$1,322,535.73 on behalf of all Arizona counties. The portion of \$71,053.00 from these funds is appropriated to Santa Cruz County.

FINANCIAL IMPLICATIONS:

A portion of \$71,053.00 from \$1,322,535.73 will be allocated for juvenile detention education services. Santa Cruz County Superintendent's Office in partnership with Arizona Supreme Court, Administrative Office of the Courts, and Santa Cruz County Juvenile Court provides no in-kind match for this effort.

PROPOSED MOTION:

Move to approve the FY16 Intergovernmental Agreement with Arizona Supreme Court, Administrative Office of the Courts and Santa Cruz County Board of Supervisors through the County School Superintendent and the Santa Cruz County Superior Court through the Juvenile Court for the award of \$71,053.00 to provide for juvenile detention education services.



Educational Support Services for the
Santa Cruz County Superintendent of Schools
Alfredo I. Velasquez

**INTERGOVERNMENTAL AGREEMENT AMONG
THE ARIZONA SUPREME COURT,
THE SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT AND
THE SANTA CRUZ COUNTY SUPERIOR COURT**

This is an Intergovernmental Agreement, hereinafter referred to as "IGA", among the Arizona Supreme Court through the Administrative Office of the Courts, hereinafter referred to as "AOC", the Santa Cruz County Board of Supervisors, hereinafter referred to as "Board", the Santa Cruz County School Superintendent, hereinafter referred to as "Superintendent", and the Santa Cruz County Superior Court through the Juvenile Court, hereinafter referred to as "Court", subject to the following terms and conditions:

1. Recitals

The AOC, on behalf of the Superior Courts for all counties in Arizona and the superintendents of schools for each county, applied for and received **\$1,322,535.73** as a sub-grant from the Arizona Department of Education (ADE) pursuant to PL 107-110, The Elementary and Secondary Education Act of 2001 (ESEA), 20 USCA Ch. 70, Subch. I, Improving the Academic Achievement of the Disadvantaged, 20 USCA Ch. 70, Subch. I, § 6301 et. seq. and 34 CFR 76 State Administered Programs, as applicable. The specific sections of 20 USCA Ch. 70, Subch. I include Part D- Prevention and Intervention Programs for Children and Youth Who are Neglected, Delinquent or At-Risk (20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq.). Additional sources of funding include: 20 USCA Ch. 70, Subch. II, Part A (Teacher and Principal Training and Recruiting Fund); Part B Individuals with Disabilities Education Act (IDEA) Basic; P.L. 108-446, 20 USCA Ch. 33, Sections 1400-1409, 1411-1419, 1431-1444, 1450-1455, 1461-1466, 1470-1475 and 1481-1482, Special Education Secure Care Grant, and other associated funds.

2. Purpose

The purpose of the IGA is to define the responsibilities of the parties in the development of education programs and the use of funds in the amount of \$71,053.00 which represents a portion of the funds sub-granted to the AOC and is set forth in the attached Exhibits A-1 and A-2.

3. Authority

The AOC and the Court have the authority to enter into this IGA pursuant to Article VI, section 3, of the Arizona Constitution, A.R.S. §§ 11-952, 8-371 (as applicable), and § 15-913. The Superintendent has the authority to enter into this IGA pursuant to A.R.S. §§ 15-302, 15-308 (as applicable), 15-913, 15-342, (as applicable), and § 11-952. The Board has the authority to enter into this IGA pursuant to § 11-952.

4. Term and Renewal

This IGA shall become effective on the date of final signature, and shall terminate on March 31, 2017.

5. Duties of the AOC

The AOC Shall:

- a. Provide technical assistance regarding Title I and associated other funds, including its purpose, appropriate use of funds, reporting requirements and the development of appropriate Title I and associated fund programs.
- b. Provide Santa Cruz County \$71,053.00 to the Superintendent to be spent as outlined in Exhibit A-1 and A-2.
- c. Provide administrative support services for the application, budget and reporting to the Arizona Department of Education for the sub-grant which was obtained on behalf of the parties.
- d. Provide administrative support for the preparation of the application to the Department of Education for Fiscal Year 2016 sub-grants.
- e. Provide training, education and support for detention educators, as well as providing appropriate resources for educational remediation for detention students.
- f. Review contracts with third parties relating to this IGA and school operations, as necessary to carry out obligations as the fiscal pass-through agent and maintain documentation of contracts reviewed.
- g. Make financial distributions based on the state-wide allocation approved by the Arizona Department of Education (ADE) to the Superintendent within 10 business days after all of the following conditions have been met:
 - (1) Receipt of funds from the ADE;
 - (2) A current, original, and executed IGA or Amendment.
- h. In order to properly carry out duties as the Sub Grantee of funds received from the ADE, the AOC shall:
 1. Conduct monitoring reviews to ensure compliance with all funding and program requirements within this IGA.
 2. Document and submit all findings to the County School Superintendent and Presiding Juvenile Court Judge for review and any necessary actions. All parties shall agree on a reasonable timeframe for achieving compliance with the requirements of the IGA.
 3. Have the authority to postpone the next fiscal year's allocations until the party or parties achieve compliance with the requirements of the IGA. It is

incumbent upon all parties to act in good faith to achieve compliance in a timeframe that permits timely disbursement and use of funds.

4. Resolve disputes arising during this process pursuant to Paragraph 34, Disputes.

6. Duties of the Court

The Court shall:

- a. Work in cooperation with the Superintendent and shall agree on the method of delivery of the juvenile detention center education program, pursuant to A.R.S. § 15-913.
- b. Work in cooperation with the Superintendent pursuant to the court's statutory obligation, to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.
- c. Comply with any applicable requirements of The Elementary and Secondary Education Act of 2001 (ESEA) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.
- d. Carry out the duties of the court in a manner that assists and supports the Superintendent's duties as enumerated in section 7 of this IGA.
- e. Work in cooperation with the superintendent to provide a minimum of 225 total instructional days in the juvenile detention center consisting of a minimum of 240 minutes (4 hours) of instructional time pursuant to A.R.S. §15-913(E)(1) . Instructors shall have the proper certification as required by the Arizona Department of Education.
- f. Provide program reports, as requested by the AOC, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation.

7. Duties of the Superintendent

The Superintendent shall:

- a. Work in cooperation with the Court and shall agree on the method of delivery of the juvenile detention center education program, pursuant to A.R.S. § 15-913.
- b. Work in cooperation with the Court pursuant to the Superintendent's statutory obligation, to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch.

70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.

- c. Comply with any applicable requirements of The Elementary and Secondary Education Act of 2001 (ESEA) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.
- d. Work with the Court and the AOC in the preparation of the application for ESEA and associated funds for Fiscal Year 2016.
- e. Ensure the detention education program is aligned to the Arizona College & Career Ready Standards as defined by criteria established by the State Board of Education.
- f. Ensure all education information and records are maintained in the juvenile's education file at the facility consistent with state and federal law. Education staff shall maintain the confidentiality of these records pursuant to the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. §1232g; A.R.S. § 15-141.
- g. Ensure all state required achievement tests (i.e. AIMS, AIMS-A) are administered to any student that is being detained on the scheduled date of testing as determined by the Arizona Department of Education.
- h. Ensure the Child Find process as provided in 34 C.F.R. §300.111 et seq., is implemented for each student that is enrolled in the detention education program. If the assessment process provides an indication of any special needs or if an Individual Education Plan (IEP) currently exists, all state and federal law requirements shall be observed. If a student has a current IEP with information that is not applicable to a detention setting, the IEP shall be amended in accordance with federal law.
- i. Ensure the content and curriculum aligns with the Arizona College & Career Ready Standards and addresses the juvenile's educational needs as identified in their educational plan.
- j. Work with the Court to ensure all juveniles' education plans include provisions for transition. Transition planning should be consistent with federal IDEA, ESEA, and any applicable Arizona State Board of Education requirements for transition planning. Examples of transition programming include but are not limited to the Education and Career Action Plan (ECAP), Arizona Career Inventory System (AzCIS) and Merging Two Worlds.
- k. Spend Title I funds for salaries which reflect at least 12%, but no more than 35%, in benefits.
- l. Follow requirements of the Uniform System of Financial Records (USFR), described in A.R.S. § 15-271, and published in a manual by the Arizona Department of Education and the Auditor General.

- m.** Work in cooperation with the Court to provide a minimum of 225 total instructional days in the juvenile detention center consisting of a minimum of 240 minutes (4 hours) of instructional time pursuant to A.R.S. 15-913(E)(1). Instructors shall have the proper certification as required by the Arizona Department of Education.
- n.** Maintain a comprehensive inventory of all capital equipment purchased and file an annual financial report with the AOC using the forms supplied by the AOC, which include the "Capital Outlay" worksheet.
- o.** Maintain and provide to the AOC upon request, job descriptions, certification information, annual teacher assessments, salary schedules, and documented performance initiatives, if applicable.
- p.** Ensure that the funds are not used to supplant already existing funds that would, in the absence of Title I and all related funds, be available from non-federal sources for the education of these juveniles.
- q.** Work with the Court to ensure all juveniles are enrolled in the education program within 48 hours of admission to the facility pursuant to A.R.S. §15-913(E)(1).
- r.** Work with the Court to provide services for all students that include:

 - (1) Performing educational assessments given within 24 hours of enrollment that include but are not limited to math, reading and language arts to align with the Arizona College & Career Ready Standards. This information shall be updated at a minimum of every six (6) months.
 - (2) Developing education plans within 48 hours of enrollment that include the results from an education staff and student interview, the results of the academic assessments, and provisions for transition as required by Title I and IDEA Basic federal funding guidelines. This information shall be updated at a minimum of every six (6) months.
 - (3) Requesting educational records from student's home school within 5 school days after enrollment into the detention education program pursuant to A.R.S. §15-828(G). Upon receipt, update education plan accordingly.
 - (4) Coordinating the program with each pupil's school district of residence to assist the pupil's transition back to the school district at the appropriate time pursuant to A.R.S. §15-913, or into public and/or alternative education placements.
 - (5) Supervising and assisting students to ensure they successfully complete assigned work while in the detention facility,

- (6) Awarding transferable credits for work completed while in the detention facility.
 - (7) The opportunity for juveniles between sixteen (16) and eighteen (18) years of age to take the General Education Development (GED) test if appropriate as determined by the detention education teacher and pursuant to the rules and regulations of the GED Testing Service and the Arizona Department of Education Arizona Administrative Code R7-2-307 (B)(2)(a) and (b).
 - (8) Developing a defined method of alternative education services for those juveniles removed from the classroom due to their status as an immediate or ongoing security risk to self, others or the institution. These services shall be consistent with the student's education plan and developed by a certified teacher. Any removal shall be documented in the individual student's education file.
- s. Retain contracts with third parties relating to this IGA and school operations. Documentation of contracts shall be maintained at the Superintendent's office and will be provided as requested. Adequate documentation will be maintained for audit and monitoring purposes.

8. Fund Accounting

Funds distributed to the Superintendent shall be deposited in a Special Reserve Fund *and each program must be accounted for separately*. Any interest earned on these monies while in the possession of the Superintendent shall accrue to *each separate program account* and must be reverted to the AOC when the Fiscal Closing Report is submitted in accordance with Exhibit A-1 and the terms of this IGA.

9. Program Reporting and Expenditures

- a. Closing Reports.** Submit an annual closing report which includes all required information pursuant to Title I Institution Wide Programs and assurances given pursuant to Title II-A. In addition, a Title Funds Closing Budget form, General Ledgers documenting expenditures of funds associated with this IGA, and carryover justification form shall be included and submitted to the AOC by September 1st of each fiscal year.
- b. Program Reports.** Provide program reports, as requested, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation and shall adhere, in particular, to assurances given pursuant to Title II-A.
- c. Expenditures.** Ensure that funds are spent and programs are developed in accordance with all state and federal funding rules and regulations, as well as the Arizona

Consolidated State Application approved by the USDOE on June 10, 2003.
Expenditures shall also be in accordance with Exhibit A-1 and A-2.

- d. Inappropriate Expenditures.** The superintendent shall expend funds only for the purposes and uses specified in the budgets which were approved by the AOC. The Superintendent agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with this IGA. However, funds may be used to pay county or city administrative costs for legitimate services associated with receipt of these funds to not exceed a combination of 8%, if approved in the budget, attached as Exhibit A-1. All equipment purchased with these funds shall be used solely for purposes identified in this IGA unless written permission is received from the AOC to utilize such equipment for other specified purposes, as appropriate within the guidelines and intent of the funds as defined in this agreement.
- e. Unexpended Funds.** The Superintendent may carry over no more than 15% for Title I funds unexpended as of June 30th of each fiscal year, unless approved by the ADE. Additionally, if the AOC determines that the funds have been misspent or that the Superintendent shall not be approved to receive funds for the next fiscal cycle, or the AOC shall not receive funds from the ADE for the next fiscal cycle, all unexpended funds and interest shall be returned to the AOC within 30 days of written notification. A closing financial statement shall be signed by the Superintendent and Director of Juvenile Court Services. Unexpended funds shall be handled pursuant to federal and state requirements.
- f. Budget Modifications.** The Superintendent shall not shift funds from, to, or within budgeted categories of the approved budgets by more than 10% without prior written authorization from the AOC. All budget modifications shall be in accordance with federal and state budget policies.
- g. Termination of Funding.** In the event that this IGA is terminated prior to March 31, 2017 all unexpended funds in the possession of the Superintendent shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements and progress toward identified goals; and (3) an inventory, including serial numbers, of all equipment purchased with these funds. If termination is due to failure of the Superintendent to comply with the approved plan or the terms of this IGA, the AOC may require return of equipment and supplies purchased with these funds.

10. Books and Records

- a. Financial Records and Examination.** The Superintendent shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of this IGA. All books, records and other documents relevant to this IGA shall be retained by the Superintendent and subcontractors for a period of 5 years after the final payment has been made, or until after the resolution of any audit questions or contract disputes,

whichever is longer. AOC, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. Program Records and Evaluation. The AOC shall monitor and evaluate compliance with this IGA. The Superintendent and Court agree to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. The Superintendent and Court further agree that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

11. Inventory

The Superintendent shall retain ownership of equipment purchased with all federal funds distributed by the AOC and pursuant to this and all previous IGA's. Written inventory and property control policies and procedures in accordance with federal requirements shall be maintained.

12. Transfer of Program Duties

Should the Superintendent and the Court agree that the Court rather than the Superintendent perform these duties a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

13. Property Acquired

In the event of a transfer of program duties, termination, or cancellation of the IGA, all property shall belong to the Superintendent but shall remain at the detention center as long as the property is being used for educational purposes.

14. Use, Loss and Disposition of Equipment

Equipment must be used as required by this IGA for five years, unless written permission is given by the AOC. After this time, the equipment may be transferred upon agreement between the presiding judge and the Superintendent. The Superintendent is responsible for any maintenance, loss or damage to the equipment. Equipment which is no longer needed or usable shall be surplus as required by local surplus property procedures and may be utilized as long as the procedures are consistent with federal and state requirements.

15. Confidentiality

- a.** There shall be no disclosure of personally identifiable information from any student's education records except in compliance with A.R.S. § 15-141, the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act, the Individuals with Disabilities Education Act (IDEA) and regulations adopted there under, and applicable school board policies.
- b.** The parties shall establish and maintain procedures and controls that are acceptable to the AOC for the purpose of assuring that no information contained in court records or obtained for the Court shall be disclosed by anyone except as is necessary in the performance of the duties as described herein. No information pertaining to juveniles shall be divulged, other than as required in the performance of the duties as described herein.
- c.** The provision and use of all information covered by the terms of this Agreement shall be in strict compliance with federal and state statutes, court rules and regulations concerning confidentiality, in particular, Rule 19, Rules of Procedure Juvenile Court, and Rule 123, Rules of the Supreme Court. The parties shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under the IGA shall be used or disclosed by it, its agents, officers, or employees, except as is necessary in the performance of duties under this IGA. Persons requesting such information shall be referred to the Court. The parties also agree that any information pertaining to probationers or juveniles shall not be divulged, other than to employees of the Superintendent as required in the performance of duties under the IGA, except upon the prior, written consent of the Court.

16. Modification

Any modification to this IGA must be done in writing and executed by all parties, including transfer of funds to another county.

17. Termination

This IGA may be terminated by any party upon 30 days written notice to all parties by certified mail due to:

- a.** lack of funding;
- b.** statutory changes in the program;
- c.** failure of any party to comply with this IGA;
- d.** other circumstances necessitating such action.

18. Indemnity

Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this IGA.

19. Rights and Duties of Party Only

The provisions of this IGA govern the duties and responsibilities of the parties to the IGA and are not intended to confer any right, entitlement, privilege or benefit on any third party.

20. Entire IGA

This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made only in writing and signed by the parties to this IGA.

21. Incorporation by Reference and Invalidity of Part of the IGA

The parties agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect. This IGA shall be deemed to have incorporated by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order and shall be construed accordingly.

22. Compliance with Non-Discrimination Laws

All parties shall comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended by the Age Discrimination in Employment Act, and State Executive Order No. 2009-9 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities. The parties shall also comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of qualified persons because of physical or mental disability, and the Americans with Disabilities Act.

23. Conflict of Interest

The parties acknowledge that this IGA is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part thereof.

24. Legal Authority

By entering into this Agreement, the parties are not relieved of any obligation or responsibility imposed upon them by law.

25. Worker's Compensation

Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

26. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the employees of one Party to another Party. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold social Security and income taxes for itself or any of its employees.

27. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

28. Availability of Funds

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

29. Compliance with the Arizona Legal Workers Act, A.R.S. § 41-4401

- a. Each party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."). If this compliance requirement disqualifies any of the parties' key personnel or individuals working at the direction of any of the parties and no acceptable alternative is provided the Court may terminate this contract.
- b. A breach of a warranty regarding compliance under subparagraph A shall be deemed a

material breach of the contract that is subject to penalties up to and including termination of the contract.

- c. The Court retains the legal right to audit and inspect the papers of any of the parties' employees or subcontractor's employees who work on the contract to ensure that the parties' personnel and any person working at the direction of any party is complying with the warranty under subparagraph A.

30. Audits

Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request of either party, the other party shall produce the original of any or all such records at the offices of the requesting party.

31. Change in Duties

Should the Court and Superintendent agree that the Court rather than the Superintendent perform these duties; a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

32. Arbitration

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

33. Disputes

Should any dispute arise concerning this IGA among the AOC, the County School Superintendent, and the County Superior Court through the Juvenile Court, the parties shall first meet and confer to resolve the issues. As stated in Section 5(h)(3) it is incumbent upon all parties to act in good faith to achieve compliance in a timeframe that permits timely disbursement and use of funds. Should the effort to meet and confer not resolve the issues, the parties shall follow the dispute resolution procedures established in the Supreme Court Administrative Office of the Courts, Policies and Procedures Manual No. 7.04 (C) and (D). If, after exhausting the administrative remedies set forth in those provisions, the dispute is subject to the mandatory arbitration provisions of A.R.S. §12-133, the AOC and the parties shall submit the matter to arbitration in compliance with A.R.S. §12-1518.

34. Notice

All notices, requests for payment, or other correspondence between the parties regarding this IGA shall be mailed or delivered personally to the respective parties to the following addresses:

AOC:

Teasie Colla
Arizona Supreme Court
Juvenile Justice Services Division
1501 West Washington, Suite 337
Phoenix, AZ 85007

COURT:

Mr. Primativo Romero
Director of Juvenile Court Services
Santa Cruz County Juvenile Court
Nogales, Arizona

SUPERINTENDENT:

Mr. Alfredo Velasquez
Santa Cruz County Superintendent of Schools
Nogales, Arizona

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement on the date written below.

AOC:

By: David K. Byers
Administrative Director
Arizona Supreme Court

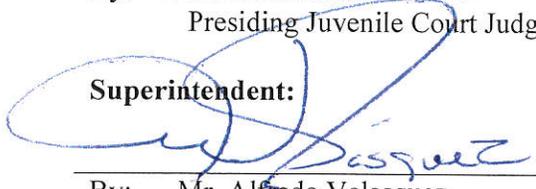
Date

Superior Court of Arizona in and for Santa Cruz County:


By: Honorable Kim Corsaro
Presiding Juvenile Court Judge

2-11-2016
Date

Superintendent:


By: Mr. Alfredo Velasquez

2-16-16
Date

Board of Supervisors:

By: Chairman

Date:

Superintendent's Counsel:

By: _____

Date:

Board of Supervisors Counsel:

By: _____

Date:

Exhibit A-1
FY16 Budget Application

Public Educational Agency (PEA) Arizona Supreme Court		Santa Cruz		Name Danna Gallardo		Phone 520-375-7956	
		Title I-D	Title II-A	Part B IDEA Basic	IDEA Secure Care	Line Item Totals	
Current FY16 Allocation		\$28,919.00	\$6,400.00	\$27,917.00	\$7,817.00	\$71,053.00	
Carryover from FY15 (+)		\$0.00	\$0.00	\$0.60	\$0.00	\$0.60	
Additional Funds							
*Total Program Budget Allocation FY16 (=)		\$28,919.00	\$6,400.00	\$27,917.60	\$7,817.00	\$71,053.60	
Function Code	Object Code	Title I-D	Title II-A	Part B IDEA Basic	IDEA Secure Care	Line Item Totals	
Instruction 1000							
Salaries	6100	\$7,718.98		\$17,181.18		\$24,900.16	
Employee Benefits	6200	\$3,150.08		\$7,255.89		\$10,405.97	
Purchased Professional Services	6300					\$0.00	
Purchased Property Services	6400					\$0.00	
Other Purchased Services	6500				\$6,400.00	\$6,400.00	
Supplies	6600	\$283.21		\$572.42	\$1,417.00	\$2,272.63	
Other Expenses	6800						
2905.58							
Salaries	6100	\$15,061.21		\$1,774.79		\$16,836.00	
Employee Benefits	6200	\$1,175.57		\$138.32		\$1,313.89	
Purchased Professional Services	6300					\$0.00	
Purchased Property Services	6400				\$0.00	\$0.00	
Other Purchased Services	6500	\$1,529.95	\$6,400.00	\$995.00		\$8,924.95	
Supplies	6600					\$0.00	
Other Expenses	6800					\$0.00	
Support Services - Admin 2300, 2400, 2500							
Salaries	6100					\$0.00	
Employee Benefits	6200					\$0.00	
Purchased Professional Services	6300						
Purchased Property Services	6400						
Other Purchased Services	6500					\$0.00	
Supplies	6600						
Other Expenses	6800						
Capital Outlay	6700 et al.				\$0.00	\$0.00	
PROPOSED BUDGET EXPENDITURE TOTAL FY16		28,919.00	6,400.00	27,917.60	7,817.00	\$71,053.60	

Danna Gallardo
Director of Juvenile Court Services Date 02/11/16

[Signature]
County School Superintendent Date

Interoffice Memo

Date: 02/22/16
To: Board of Supervisors
Thru: Jennifer St. John, County Manager
From: Shelly Jacobs, Public Health Emergency Preparedness & Response
Re: Approval of Professional Outside Services Contract with Coordinated Consulting Services, LLC.

RECOMMENDATION:

Staff recommends approval of the above contract.

BACKGROUND:

The Santa Cruz County Health Services Public Health Emergency Preparedness & Response Program is a Federal Grant that is tasked with meeting Arizona Department of Health Services the Centers for Disease Control Deliverables for Public Health Emergency Preparedness. This contract will assist in meeting grant deliverables for the Mass Care deliverable in the Emergency Preparedness & Response Grant.

FINANCIAL IMPLICATIONS:

The Public Health Emergency Preparedness is funded by the Center for Disease Control, through the Arizona Department of Health Services.

PROPOSED MOTION:

Move to approve the Professional Outside Services Agreement with Coordinated Consulting Services, LLC.



SANTA CRUZ COUNTY HEALTH SERVICES

2150 N. Congress Dr., Suite 115, Nogales, AZ 85621

Phone: (520) 375-7621 Fax: (520) 375-7624 Website: www.santacruzcountyaz.gov

Professional Services Agreement Revision of the Mass Care Plan

This Contract is entered into this __th day of February, 2016 by and between Santa Cruz County ("County"), a political subdivision of the State of Arizona, and ("Contractor"), for the purchase of Mass Care plan revision.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of 5 months, beginning on the __st day of February, 2016 and ending the 30th day of June, 2016.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional one year terms up to a maximum of five (5) additional terms, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustments in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

3.2 Payment shall be made within 45 days of receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit a copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery

- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

Contractor shall indemnify, defend, save and hold harmless the County of Santa Cruz and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. 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.

The insurance, its limits, amount and type required herein shall in no way be construed as limiting the scope of this indemnity.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

a. The policy shall be endorsed to include the following additional insured language: **"The County of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

3. Worker's Compensation and Employers' Liability

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

a. Policy shall contain a **waiver of subrogation** against the County of Santa Cruz.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an

extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Santa Cruz is named as an additional insured, the County of Santa Cruz shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Santa Cruz County Health Services, Shelly Jacobs, 2150 N. Congress Dr., Suite 115, Nogales, AZ 85621**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to Santa Cruz County Health Services, 2150 N. Congress Dr., Suite 115, Nogales, AZ 85621, and Attention: Shelly Jacobs, PHEP Program Manager. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

7.0 WARRANTY OF SERVICES:

7.1.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

7.1.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

8.0 INSPECTION OF SERVICES:

8.1.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

8.1.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

8.1.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

8.1.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

8.1.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

8.1.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

8.1.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

8.1.4.2 Terminate the Contract for default.

9.0 AUDIT REQUIREMENTS

9.1.1 If the Contractor expends \$500,000 or more from all contracts administered and/or funded via County, and/or receives \$500,000 or more per year from any federal funding sources, the Contractor may be subject to Federal audit requirements per P.L. 98-502 "The Single Audit Act". The Contractor shall comply with OMB Circulars A-128, A-110, and A-133 as applicable. The audit report shall be submitted to the Santa Cruz County Health Services for review within the twelve months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses identified in the audit report within six months after the release date of the report. Santa Cruz County may consider sanctions as described in OMB Circular A-128 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

9.1.1.1 The Contractor shall schedule an annual financial audit to be submitted to County for review within twelve months following the close of the program's fiscal year. Contractor

understands that failure to meet this requirement may result in loss of current funding and disqualification from consideration for future County-administered funding.

9.1.1.2 The Contractor shall comply with the requirement of the Federal Office of Management and Budget (OMB) Circular A-133. The Contractor is responsible for having an audit performed in accordance with, and when required, by OMB Circular A-133, and for sending a copy of the report issued as a results of the audit to the COUNTY within 30 days of issuance. The County reserves the right to engage an auditor, at the Contractor's expense, to perform an OMB Circular A-133 audit of the Contractor in the event that the Contractor shall fail to engage an auditor or the County shall reject or disapprove of the auditor engaged by the Contractor.

9.1.1.3 The Contractor must also comply with the following OMB Circulars:
A-102 Uniform Administrative Requirements for Grants to State and Local Government.
A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.
A-122 Cost Principles for Non-Profit Organizations.
A-87 Cost Principles for State and Local Governments.
A-21 Cost principles for Education Institutions.

10.0 LICENSURE/CERTIFICATION

10.1.1 Contractor shall comply with all applicable provisions of law and other rules and regulations of any and all governmental, accrediting and/or regulatory authorities relating to the licensure and regulation of health care providers and physicians.

10.1.2 Upon request, Contractor agrees to allow County, to the extent permitted by law, access to credentials of Qualified Physicians and Qualified Providers who are providing services to Department under the terms and conditions of this Contract.

10.1.3 Contractor expressly agrees that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the Occupational Safety and Health Act of 1970 (and to the Occupational and Safety Health Act of the State of Arizona), including but not limited to training, provision of personal protective equipment, provision of post-exposure prophylaxis, adherence to appropriate lock out/tag out procedures, and providing all notices, material safety data sheets, labels, etc. required by the right-to-know-standard.

11.0 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Santa Cruz County Health Services
Attn: Shelly Jacobs, PHEP Program Manager
2150 N. Congress Dr., Suite 115
Nogales, Arizona 85621
(520) 375-7621

For Contractor:

Coordinated Consulting Services
Attn: April Lawless

12.0 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

13.0 TERMINATION FOR DEFAULT:

13.1.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

13.1.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

13.1.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

13.1.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

14.0 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

15.0 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

16.0 CHANGES OR ADDITIONS/DELETIONS OF SERVICE:

16.1.1 The Procurement Officer, by written order, may make changes within the general scope of this Contract in any one or more of the following areas:

16.1.1.1 Work Statement activities reflecting changes in the scope of services, Funding Source or County regulations, policies or requirements.

16.1.1.2 Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by funding source or County regulations, policies or requirements.

16.1.1.3 If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price.

16.1.1.4 If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

16.1.1.5 Additionally, such Order will not direct substantive changes in services to be rendered by the Contractor.

17.0 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

18.0 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

19.0 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. The Health Services Director shall be responsible for approving all amendments for Santa Cruz County Health Services.

20.0 RETENTION OF RECORDS:

20.1.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

20.1.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Santa Cruz County for the services not so adequately supported and documented.

21.0 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

22.0 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

23.0 RIGHTS IN DATA:

The County shall own and have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

24.0 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

25.0 E-VERIFICATION OF EMPLOYEES:

The Contractor warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:

25.1.1 That the Contractor and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A;

25.1.1.1 That a breach of a warranty under subsection 1 above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract;

25.1.1.2 That the contracting government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty provided under subsection 1 above and that the contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

25.1.1.3 That nothing herein shall make any contractor or subcontractor an agent or employee of the contracting government entity.

26.0 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

26.1.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

26.1.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

26.1.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

26.1.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

26.1.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

26.2.1 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

26.2.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

27.0 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Santa Cruz County Superior Court or in the United States District Court for the District of Arizona, sitting in Nogales, Arizona.

28.0 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

29.0 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

29.1.1 Exhibit A, Pricing;

29.1.2 Exhibit B, Scope of Work

Contractor hereby certifies that Contractor has read, understands and agrees that acceptance by Santa Cruz County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Santa Cruz County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement as well as the RFP or solicitation that preceded this Contract.

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

April M. Lawless

AUTHORIZED SIGNATURE

April Lawless, CEO

PRINTED NAME AND TITLE

6916 SW 53rd Ave, Portland, OR 97219

ADDRESS

2-11-16

DATE

SANTA CRUZ COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

ATTORNEY FOR THE BOARD OF SUPERVISORS

DATE

EXHIBIT A

**PROFESSIONAL OUTSIDE SERVICES
PRICING SHEET**

BIDDER NAME: Coordinated Consulting Services, LLC

F.I.D./VENDOR #: 26-3600084

BIDDER ADDRESS: 6916 SW 53rd Ave., Portland, OR 97219

P.O. ADDRESS: 6916 SW 53rd Ave., Portland, OR 97219

BIDDER PHONE #: (602) 571-3587

BIDDER E-MAIL ADDRESS: april@coordinatedconsulting.com

COMPANY WEB SITE: www.coordinatedconsulting.com

COMPANY CONTACT (REP): April Lawless, CEO and Owner

PAYMENT TERMS:

Base charges of \$9,975.00 to provide technical assistance to Santa Cruz County Health Services in following ways for Mass Care Plan Revision.

	Total Hours	Rate	Project Total
Five (5) Months	105	\$95.00/hr.	\$9,975.00

(as defined herein)

Respondent's signature (below) indicates understanding and agreement with the predetermined compensation/fees rate indicated above.


Signature (REQUIRED)

2-11-16
Date

Exhibit B

Scope Of Work- Mass Care Plan Project
Santa Cruz County and Coordinated Consulting Services, LLC

1. BACKGROUND

The Santa Cruz County Health Services (SCCHS), receives cooperative agreement funding from the Arizona Department of Health Services (ADHS) Bureau of Public Health Emergency Preparedness (PHEP), the Centers for Disease Control and prevention (CDC) grant. These funds are used for state and local support to achieve the deliverables of the PHEP grant.

Public Health Emergency Preparedness Program (PHEP) grant is from the CDC. PHEP grant recipients must address project activities to achieve the 2015-2016 application guidance as well as incorporate the Overarching Requirements within the program for the State of Arizona.

As a result, the Santa Cruz County Health Services (SCCHS) has identified a need for specialized assistance to meet the current grant requirements as follows:

- 1) Revise and update the county's existing Mass Care plan

2. OBJECTIVE

- 2.1 Assist the SCCHS to revise and update the existing Mass Care plan to current standards.

3. SCOPE OF WORK

3.1 Mass Care Plan:

- 3.11 Review existing Santa Cruz County's Mass Care Plan
- 3.12 Review current federal and state requirement for the Mass Care Plan
- 3.13 Developed Mass Care Plan Template based on current requirements
- 3.14 Get approval from Santa Cruz County for Approval and OK to proceed
- 3.15 Revise and update the existing Mass Care plan to meet the current grant requirements.

4. TIMELINE AND BUDGET

4.1 Timeline: December 1, 2015 through June 30, 2016

4.2 Budget: 105 hours of work as follows:

$$\text{\$105/hours} * \text{\$95.00 hours} = \text{\$9,975.00}$$

Total Budget=\\$9,975.00

5. APPROVALS

- 5.1 Preparation of all final documents and reports including, but not limited to, monthly and final reports

6. DELIVERABLES

- 6.1 Monthly status report on progress made toward scope of work/tasks
- 6.2 Monthly invoice –detailing hours worked for identified tasks
- 6.3 Final report capturing all activities and tasks completed under this Scope of Work.

7. ACCEPTANCE

- 7.1 Upon receipt of all monthly reports
- 7.2 Upon receipt of the final activity report on or before **June 30, 2016.**

8. NOTICES, CORRESPONDENCE AND REPORTS

Notice, correspondence and reports from the contractor to SCCHS shall be sent to:

Shelly Jacobs, PHEP Program Manager
Santa Cruz County Health Service
2150 N. Congress Dr., Suite 115
Nogales, AZ 85621

9. PAYMENT SCHEDULE

Invoice will be submitted before the 15th of each month.

OFFICE OF THE SANTA CRUZ
COUNTY ATTORNEY

GEORGE E. SILVA
County Attorney



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

MEMORANDUM

To: Santa Cruz County Board of Supervisors

From: Charlene Laplante, Chief Civil Deputy

CC: George Silva, Santa Cruz County Attorney

Subject: **Reauthorization of Santa Cruz County Domestic Violence Fatality/Near Fatality Review Team**

Date: February 24, 2016

Synopsis

This memorandum is to provide some background regarding this office's request for the continuation of the Santa Cruz County Domestic Violence Fatality Review Team and should be incorporated as part of the formal request for Resolution by the Santa Cruz County Board of Supervisors, pursuant to A.R.S. § 41-198.

Overview

In 2004, the Governor's Commission to Prevent Violence Against Women set forth recommendations for the development of domestic violence fatality/near fatality review teams (Teams) throughout the State of

Arizona. Such Teams have been developed in a number of other states and have demonstrated success in the evaluation and enhancement of service providers that provide support and deal with issues of domestic violence.

In 2005, the State of Arizona embraced this concept and enacted A.R.S. § 41-198. This statute enables political subdivisions of the state (counties) to establish such Teams for the purpose of examining incidents of domestic violence related fatalities “to better understand the dynamics of these fatalities or near fatalities.”¹ and to report to the Arizona State Attorney General any findings and recommendation as to how such “incidents may be prevented and how the system can be improved.”²This statute was amended last year to also include near fatalities as well.

The Statute also provides guidance on the composition of the Team³, and when cases are eligible for review.⁴ Furthermore, provision is made to protect the confidentiality of all information and records acquired by the Team⁵, violation of which constitutes a class 2 misdemeanor.⁶

This board established the Santa Cruz County Domestic Violence Fatality/Near Fatality Review Team in March 2012 for a term of 4 years. We are finally in a position to conduct our first fatality review. We are requesting that this board reauthorize this team in order to provide us the opportunity to partner with other stakeholders, both locally and as part of the state-wide effort, in combating domestic violence by fulfilling the intent of the enabling statute and enhance the services provided to victims of domestic violence throughout the Santa Cruz County. It is estimated that cost associated with the creation and ongoing operation of the Team would be nominal and mostly related with staff time and administration.

Conclusion

Based on the forgoing, it is respectfully requested that the Board, by resolution, reauthorizes the Domestic Violence Fatality/Near Fatality Review Team.

¹ A.R.S. § 41-198(A)(1)

² A.R.S. § 41-198(A)(2), see also, A.R.S. § 41-198(H)

³ See, e.g, A.R.S. § 41-198(C) and (G)

⁴ A.R.S. § 41-198(B)

⁵ See, e.g., A.R.S. § 41-198(D),(E),(F),(I)

⁶ A.R.S. § 41-198(J)



RESOLUTION NO. 2016-02

A RESOLUTION RE-AUTHORIZING THE DOMESTIC VIOLENCE FATALITY/NEAR FATALITY REVIEW TEAM

WHEREAS, the Santa Cruz County Board of Supervisors has long supported efforts to prevent and reduce domestic violence in Santa Cruz County; and

WHEREAS, domestic violence accounts for over 50% of female homicides in the United States; and

WHEREAS, examination of incidents of domestic violence fatalities can help assess how law enforcement, court systems, and social services can be improved to help prevent such incidents; and

WHEREAS, A.R.S. §41-198 authorizes Santa Cruz County, a political subdivision of the State of Arizona, to establish a Domestic Violence Review Fatality/Near Fatality Review Team; and

WHEREAS, the Santa Cruz County Board of Supervisors established the Santa Cruz County Domestic Violence Fatality/Near Fatality Review Team by Resolution No. 2012-02 on March 28, 2012; and

WHEREAS, the Board of Supervisors finds that consideration of the public safety, health, and general welfare of potential domestic violence victims warrants the continuation of a Domestic Violence Fatality/Near Fatality Review Team.

NOW, THEREFORE, BE IT RESOLVED that the Santa Cruz County Board of Supervisors does hereby re-authorize the establishment of the Domestic Violence Fatality/Near Fatality Review Team pursuant to A.R.S. §41-198 and that the establishment of the Team and any powers or authorities associated with such shall automatically terminate on March 31, 2021, unless there is a re-authorization by the Board prior to that date.

PASSED AND ADOPTED by the Santa Cruz County Board of Supervisors on this 2nd day of March, 2016.

ATTEST:

Melinda Meek
Clerk of the Board

Rudy Molera, Chairman

APPROVED AS TO FORM:

Manny Ruiz, Vice-Chairman

Charlene Laplante
Chief Civil Attorney

John Maynard, Member

NOTICE OF REQUEST FOR CONTRACT

February 22, 2016

LOCATION: Santa Cruz County Board of Supervisors
2150 N. Congress Drive
Nogales, Arizona 85621

Offerors are strongly encouraged to carefully read the entire Request for Contract.

Designated Agency: Board of Supervisors/Board of Equalization

Material and/or Service: Hearing Officer Services

Contract Type: Firm, Fixed Price

Contract Term: Date of Award for One (1) Year

Phone (520) 375-7812

Board of Supervisors

This Contract Is Offered By:

Santa Cruz County Board of Supervisors

INSTRUCTIONS TO OFFERORS

PREPARATION OF PROPOSAL:

All proposals shall be on the forms provided in this Request for Contract package. It is permissible to copy these forms if required. Telegraphic proposals or mailgrams will not be considered.

The Offer and Contract Award document must be submitted with an original ink signature by the person authorized to sign the Offer.

Erasures, interlineations or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.

In case of error in the extension of prices in the proposal, the unit price will govern.

Periods of time, stated as a number of days, shall be calendar days.

It is the responsibility of all offerors to examine the entire Request for Contract package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an Offer confers no right of withdrawal.

INQUIRIES: Any question related to a Request for Contract must be directed to the person whose name appears on the front. Questions should be submitted in writing when time permits. The Board of Supervisors may require any and all questions to be submitted in writing at the County's sole discretion. Any correspondence related to a Request for Contract should refer to the appropriate Request for Contract number, page, and paragraph number.

PROSPECTIVE OFFEROR'S CONFERENCE: A prospective offeror's conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Request for Contract in order to prevent any misunderstanding of the County's position. Any doubt as to the requirements of this Request for Contract or any apparent omission or discrepancy should be presented to the County at this conference. The County will then determine the appropriate action necessary, if any, and issue a written amendment to the Request for Contract. Oral statements or instructions will not constitute an amendment to this Request for Contract.

AMENDMENT OF PROPOSAL: Receipt of a Solicitation Amendment must be acknowledged by signing and returning the document to the County.

PAYMENT: The County will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.

TAXES: The State of Arizona is exempt from Federal Excise Tax, including the Federal Transportation Tax. Exemption Certificates will be furnished upon request. Sales Taxes if any, shall be indicated as a separate item. The offeror shall be responsible for all Federal and State Income Taxes. The offeror shall also be responsible for any other related taxes or expenses.

AWARD OF CONTRACT:

1. Unless the offeror states otherwise, or unless otherwise provided within the Request for Contract, the County reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the County.
2. Notwithstanding any other provision of the Request for Contract, the County expressly reserves the right to:
 - (2.1) Waive any immaterial defect or informality; or
 - (2.2) Reject any or all proposals, or portions thereof; or
 - (2.3) Reissue a Request for Proposal.
3. A response to a Request for Contract is an offer to contract with the County based upon the terms, conditions, scope of work and specifications contained in the County's Request for Contracts. Contracts do not become valid until they are accepted by an authorized procurement office. A contract is formed when the procurement office provides written notice of award(s) to the successful offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the Request for Contract, unless modified by a Solicitation Amendment or a Contract Amendment signed by the authorized procurement officer.

OFFER

TO: SANTA CRUZ COUNTY, STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. The signature also certifies understanding and compliance with paragraph one of the attached State Arizona Standard Terms and Conditions.

Arizona State Board of Equalization
Company Name


Signature of Person Authorized to Sign Offer

100 North 15th Ave., Suite 130
Address

George R. Shook
Printed Name

Phoenix, Arizona 85007
City State Zip

Interim Chairman
Title

For clarification of this offer, contact:

Name: George Shook
Phone :(602) 364-1611
FAX No.: (602) 364-1616

ACCEPTANCE OF OFFER AND CONTRACT AWARD
(For Santa Cruz County, State of Arizona Use Only)

Your offer is hereby accepted.

The Contractor is now bound to sell the materials, services or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc, and the Contractor's offer as accepted by the County.

This contract shall henceforth be referred to as Contract No. 00012C. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed purchase order or contract release document.

Santa Cruz County Board of Supervisors, State of Arizona

Awarded this _____ day of _____ 2016

Board of Supervisors

PART ONE

INTRODUCTION AND BACKGROUND

1. Introduction

1.1. This document constitutes a Request for Contract to provide professional hearing officer services to the Board of Supervisors/Board of Equalization (hereinafter referred to as the “Board”.)

1.2. For ease of use only, this document is divided into five sections; Part One is the Introduction, Part Two describes the Scope of Work, Part Three is the Special Terms and Conditions, Part Four is Special Instructions to Offeror(s), and Part Five contains the Pricing Schedule, Exhibits and Attachments.

2. Background/Purpose

2.1. The Board of Supervisors is soliciting Requests for Contracts from persons to conduct administrative hearings on matters of alleged violations of Arizona Revised Statutes Title 42. This includes any hearings that are required pursuant to A.R.S. §42-15105, A.R.S. §42-16102, A.R.S. §42-16105, A.R.S. §42-16252, A.R.S. §42-16254 and A.R.S. §42-19052. The Board’s hearings are conducted under Arizona Administrative Procedures Act Title 41, Chapter 6, Article 6, Adjudicative Proceedings.

2.2. The Board conducts several administrative hearings each year. Each hearing day typically lasts 7.0 hours.

PART TWO

SCOPE OF WORK

1. General Requirements:

1.1. The contractor shall have the capability and requisite experience and expertise to conduct administrative hearings for the Santa Cruz County Board of Supervisors/Board of Equalization (hereinafter referred to as the “Board”).

1.2. The contractor shall provide the services on an as needed basis in accordance with the provisions of A.R.S. §42-16151 et seq.

2. Specific Requirements:

2.1. The contractor shall meet with the Clerk of the Board to receive and report on hearing assignments.

2.2. The contractor shall conduct prehearing conferences, rule on prehearing motions, preside over settlement negotiations or institute any other proceedings that the hearing officer thinks shall aid in the appropriate disposition of the issues prior to the hearing.

2.3. The contractor shall conduct any legal and/or factual research necessary for a legally correct, and full and fair adjudication of the issues raised during the hearing.

2.4. The contractor shall preside over the Board’s hearings when assigned. In the hearing officer’s role as presiding officer, the hearing officer shall rule on the admissibility of evidence and testimony and shall generally supervise the conduct of the hearing.

2.5. The contractor shall provide findings of fact, conclusions of law, and shall transmit the findings and conclusions to the Board in accordance with Board established formats and deadlines.

3. Board Furnished Services

- 3.1. The Board will provide tape/digital recording equipment and tapes.
- 3.2. The Board will provide all necessary office supplies.
- 3.3. The Board will provide the hearing location.
- 3.4. The Board will serve all documents and notices on the respective parties, including the hearing officer's findings of fact and conclusion of law.
- 3.5. The Board shall require all necessary forms and information be submitted at the time of filing an appeal.
- 3.6. The Board shall forward to the Contractor, by mail, all appeals received as soon as possible. If any appeal pursuant to A.R.S. §§ 42-16252, 42-16254 or 42-19052 is received, the Contractor shall be immediately notified of such filing and a fax copy of the appeal shall be sent to the Contractor.

4. Hearing Officer's Qualifications

- 4.1. Individuals shall be selected on the basis of their work experience and other qualifications in at least one of the following categories:
 - 4.1. Experience in at least four of the preceding eight years in property valuation, property tax appeals or appraising real property.
 - 4.2. A certified general appraiser pursuant to A.R.S. §32-3612.
 - 4.3. A property valuation hearing officer or member of the State Board of Equalization, or any predecessor to the Board; for at least four of the preceding eight years.
 - 4.4. A member of the State Bar of Arizona with at least four years of experience in property valuation or condemnation practice.

PART THREE

SPECIAL TERMS AND CONDITIONS

1. Offer Acceptance Period: Proposals shall be irrevocable offers for 90 days after the proposal due date.
2. Term of Contract: The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year.
3. Contract Renewal: The contract shall not bind nor purport to bind, the County for any contractual commitment in excess of the original contract period.
4. Pricing:
 - 4.1. Pricing must be submitted in an all inclusive daily basis. The County will not reimburse any item other than the all inclusive daily rate multiplied times the number of days actually worked and those items identified in paragraph B and C below.
 - 4.2. The County shall reimburse the Contractor for all rental car expenses and/or mileage pursuant to State Employee's Travel Rules as related to contractor services.
 - 4.3. When requested by the Board to perform work that requires overnight accommodations, the County will reimburse the Contractor in accordance with the current rates specified in the Rules and Regulations applicable to State Employee's travel. The Contractor shall itemize all per diem and lodging charges.
5. Estimated Usage: The contract shall be on an as needed, if needed basis. The County makes no guarantee as to the number of hours required.
6. Payment: The Contractor shall submit to the County a statement of charges at the conclusion of all work. The statement shall include a record of time expended and work performed in sufficient detail to justify payment. After acceptance of all work performed, the Board shall process the claim for prompt payment in accordance with the standard operating procedures of the County.

7. Availability of Funds for the Next Fiscal Year: Funds are not presently available for performance under this contract beyond the current fiscal year. The County's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the County for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
8. Confidentiality of Records: The Contractor shall establish and maintain procedures and controls that are acceptable to the Board for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the County. The contractor also agrees that any information pertaining to an individual person(s) shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
9. Cancellation: The County reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:
 - 9.1. The Contractor fails to perform adequately the services required in the contract.
 - 9.2. The Contractor fails to furnish the required product within the time stipulated in the contract.
 - 9.3. The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the County a positive indication that the Contractor will not or cannot perform to the requirements of the contract.
10. Termination: The Board reserves the right to terminate the contract at any time, for the convenience of Santa Cruz County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Board become property of Santa Cruz County. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
11. Suspension or Debarment Status: If the firm, business or person submitting this bid or

offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the bidder or offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. The County also may exercise any other remedy available by law.

12. Suspension or Debarment Certification: By signing the offer section of the Offer and Acceptance page the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The County also may exercise any other remedy available by law.

13. Compliance with other Provisions: The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. §41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

13.1. People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made 72 hours in advance.

13.2. Persons requiring special accommodations, please contact the Board of Supervisors/Board of Equalization.

PART FOUR

SPECIAL INSTRUCTIONS TO OFFERORS

1. Offeror's Contacts:

1.1. All questions regarding this Request for Contract including technical specifications, contract process, etc., must be directed to the procurement specialist as indicated on the first page of this document.

1.2. Offeror's may not contact the employees of the using agency concerning this procurement while the contract and evaluation are in process.

2. Evaluation Criteria: Evaluation criteria are listed in the relative order of importance. The award will be made to the responsible offeror whose contract is determined to be the most advantageous to the County based on the following criteria:

2.1 Experience/Expertise

2.2 Availability

2.3 Capable Services

3. Contract Format: Two (2) original contracts should be submitted in the format specified in the RFC. The contracts should be clearly labeled "ORIGINAL". The material should be in sequence and related to the RFC. The County will not provide any reimbursement for the cost of developing or presenting contracts in response to this RFC. Failure to include the requested information may have a negative impact on the evaluation of the offeror's contract. The contract should include at least the following information:

3.1 Experience/Expertise:

3.1.1. A detailed resume/narrative including, but not limited to:

3.1.1.1. Information on the offeror's educational background.

3.1.1.2. Information on the offeror's expertise/experience with administrative hearings.

3.1.1.3. Any information that may reflect on the offeror's ability to perform

the required services. (e.g. demonstrated knowledge of Agency Statutes and Rules.)

3.2 Price: The offeror must provide a firm, fixed all inclusive price for all requirements set forth in this Request for Contract. All firm, fixed prices must be shown on the pricing schedule of this RFC. The pricing schedule must be completed, signed, and returned with the offeror's proposal.

4. Contractor Qualifications:

Individuals shall be selected on the basis of their work experience and other qualifications in at least one of the following categories:

4.1. Experience in at least four of the preceding eight years in ad valorem property valuation, property tax appeals or appraising real property.

4.2. A certified general appraiser pursuant to A.R.S. §32-3612.

4.3. A property valuation hearing officer or member of the State Board of Equalization, or any predecessor to the board; for at least four of the preceding eight years.

4.4. A member of the State Bar of Arizona with at least four years of experience in property valuation or condemnation practice.

4.5. Must possess the ability to speak and write clearly and concisely; negotiating skills; ability to analyze facts and to apply relevant laws to facts; questioning skills (eliciting relevant information); ability to maintain order in an emotionally charged atmosphere.

4.6. **Must be capable of rendering fair and impartial decisions and must have no conflict-of-interest in performing the duties.**

5. Discussion: In accordance with A.R.S. §41-2534, after the initial receipt of contracts, discussions may be conducted with offeror(s) who submitted contracts determined to be reasonably susceptible of being selected for award.

6. Definition of Key Words Used in the RFC:

6.1. Shall, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

6.2. Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide the requested information, the County, may at its sole option, ask the offeror to provide the information, or, evaluate the proposal without the information.

6.3. May: Indicates something that is not mandatory but permissible.

NOTE: The Offer and Contract Award Sheet, the Pricing Schedule, and any Solicitation Amendments must be signed and returned with the offeror's proposal.

PART FIVE
PRICING SCHEDULE. EXHIBITS AND ATTACHMENTS
REQUEST FOR CONTRACT

PART FIVE

PRICING SCHEDULE

1. The offeror shall provide all services required:
 - 1.1 \$300.00 (three hundred dollars) per day for Professional/Hearing Officer Services.
\$200.00 (two hundred dollars) per day for Professional/Hearing Officer Services for a partial day (minimum 4 hours or less) when prorated between counties.
 - 1.2 \$200.00 (two hundred dollars) per day, minimum of 2 days, for administrative processing of appeals database, Notice of Hearings and Notice of Decisions for the appeals filed pursuant to A.R.S. §42-16105.
 - 1.3 \$200.00 (two hundred dollars) per day, minimum of 2 days, for administrative processing of appeals database, Notice of Hearings and Notice of Decisions for the appeals filed pursuant to A.R.S. § 42-15105.
 - 1.4 Hearings regarding Personal Property, Notice of Proposed Correction and Notice of Claim may be conducted whenever possible.
2. Rental car expenses and/or mileage pursuant to State Employees' Travel Rules shall be reimbursed as related to contractor services.
3. When requested by the Board to perform work that requires overnight accommodations, the County will reimburse the Contractor in accordance with the current rates specified in the Rules and Regulations applicable to State Employees' Travel Rules. The Contractor shall itemize all per diem and lodging charges.



AUTHORIZED SIGNATURE

22 February 2016
DATE

George R. Shook, Interim Chairman
Printed Name

OFFEROR'S EXPERIENCE

1. Contract Title: Property Valuation/Classification: Hearing Officer
2. Contract Period: From July 01, 2016 to June 30, 2017
3. Geographic Area Served: Santa Cruz County
4. Scope of Work: Property Valuation/Classification Hearings
5. Reference: Contracting Office: State of Arizona Board of Equalization
100 North 15th Avenue, Suite 130
City: Phoenix State: Arizona Zip: 85007
Telephone: (602) 364-1600

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. Certification:

1.1. The submission of the offer did not involve collusion or other anti-competitive practices.

1.2. The bidder shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §41-1461 et. seq.

1.3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

1.4. The bidder agrees to use only those materials and/or services as stated in and allowed for under the resultant contract(s) as County contract items.

2. Gratuities:

The County may, by written notice to the contractor, cancel this contract if it is found by the County that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the contractor, to any officer or employee of the State with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights or remedies, to recover or withhold from the contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible State government customers shall not be prohibited by this paragraph.

3. Applicable Law:

This contract shall be governed by, and the County and contractor shall have all remedies afforded each by the uniform commercial code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the County. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State Courts in the State of Arizona.

4. Legal Remedies:
All Claims and controversies shall be subject to the Arizona Procurement Code A.R.S. §41-2611 et. al.
5. Contract:
The contract shall be based upon the solicitation issued by the County and the offer submitted by the contractor in response to the solicitation. The offer shall substantially conform to the term, conditions, specifications and other requirements set forth within the text of the solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the contractor. However, any substantial non-conformity in the offer shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.
6. Contract Amendments:
This contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County and the contractor.
7. Provisions Required by Law:
Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein. And if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
8. Termination by the Board of Supervisors:
The County may cancel this contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is or becomes, at any time while the contract or any 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. Such cancellation shall be effective when written notice from the Chairman of the County Board of Supervisors is received by the parties to this contract, unless the notice specifies a later time.
9. Severability:
The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

10. Relationship of Parties:

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that contractor should make arrangements to directly pay such expenses, if any.

11. Interpretation - Parol Evidence:

This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Arizona Procurement Code is used in this contract, the definition contained in the contract shall control.

12. Assignment - Delegation:

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the contractor.

13. Subcontracts:

No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and regulations which are applicable to the services covered by the subcontract, as if the subcontractor were the contractor referred to herein. The contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the contractor.

14. Rights and Remedies:

No provision in this document or in the vendor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, or the payment for materials or services,

shall not release either party from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

15. Warranties:

Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material, service, or construction specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the contractor or the rights of the County under the foregoing warranties.

16. Indemnification:

Contractor shall indemnify, defend, and save harmless the County, from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any reasonable attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the contractor and/or its subcontractors or claims under similar such laws or obligations. The contractor's obligation under this section shall not extend to any liability caused by the sole negligence of the County, or its employees.

17. Force Majeure:

17.1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of god; acts of the public enemy, war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts, or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this agreement.

17.2 Force Majeure Shall Not Include The Following Occurrences:

Late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure.

17.3. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. Right to Assurance:

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

19. Records:

Pursuant to provisions of title 35, Chapter 1, article 6 Arizona Revised Statutes A.R.S. §35-214 and §35-215 each contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Auditor General, the Attorney General, the State Purchasing Office, the County Board of Supervisors or the State Board of Equalization or any agency doing business under this contract.

20. Advertising:

Contractor shall not advertise or publish information concerning this contract, without prior written consent of the County. The County shall not reasonably withhold permission.

21. Exclusive Possession:

All services, information, computer program elements, reports and other deliverables which may be created under this contract are the sole property of the County and shall not be used or released by the contractor or any other person except with prior written permission of the County.

22. Title and Risk of Loss:

The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided in this contract.

23. Payment:

A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice. Payment shall be subject to the provisions of Title 35 of the Arizona Revised Statutes.

24. Licenses:
Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the contractor as applicable to this contract.

25. Cost of Bid Preparation:
The County shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

26. Public Record:
All bids submitted in response to this invitation shall become the property of the County and shall become a matter of public record available for review, subsequent to the award notification, as provided for the Arizona Procurement Code.

**INTERGOVERNMENTAL AGREEMENT
FOR ELECTION SERVICES FOR THE
2016 PRIMARY AND GENERAL ELECTIONS**

THIS INTERGOVERNMENTAL AGREEMENT entered into by and between Santa Cruz County, a political subdivision of the State of Arizona, hereinafter referred to as "County", and the City of Nogales, a municipal corporation, hereinafter referred to as "City".

WHEREAS:

1. The County and City are authorized to enter into this Agreement pursuant to A.R.S. §11-952, which allows public agencies to contract for services and enter into agreements with one another for joint or cooperative action; and

2. The County is authorized, pursuant to A.R.S. §16-172, §11-251(3), and §§16-511 et seq. to perform services concerning Elections; and,

3. The County and the City have determined that the use of certain equipment and services of Santa Cruz County and the Santa Cruz County Recorder's Office is in the public interest, and the County is agreeable to providing such services and equipment for the City of Nogales Primary Election of August 30, 2016 and General Election of November 8, 2016 (collectively "Elections").

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the parties agree as follows:

SECTION 1. PURPOSE.

The purpose of this agreement is to secure the services of the County and certain equipment owned or leased by the County as enumerated in Section 2, for the preparation and conduct of the Elections.

SECTION 2. SERVICES TO BE PERFORMED BY COUNTY.

The County agrees to:

- A. Provide the necessary equipment to be used for purposes of the Elections.
- B. Recruit poll workers, appoint election boards, and provide instruction classes for poll workers and election boards for the Elections.
- C. Procure polling locations and manage the operation of the same. Sites of polling locations within City shall be in the discretion of the County; provided, however, that City and County polling locations for each precinct shall be located at the same polling place.



D. Prepare and provide to poll workers copies of Signature Rosters of qualified City electors and Precinct Registers.

E. Perform all necessary Logic and Accuracy Tests on election equipment.

F. Advertise Logic and Accuracy Test and polling locations pursuant to statute.

G. Tally results of Elections.

H. Canvass results of Elections.

I. Early Ballot services.

County shall be responsible for responding to, processing and verifying early ballot requests; provided, however, that City shall supply a City election employee to respond to inquiries related to the City Elections as specified in Section 3 of this agreement.

J. Provide all Elections supplies.

SECTION 3. OBLIGATION OF CITY.

A. Coordinate with and through County Election Director for the preparation of the Elections, including but not limited to, timely preparation of sample ballots, official ballots and early ballots. This shall include but not be limited to lists of candidates' names as they are to appear on ballots as well as proper language of recall, initiative, referendum or any other measures presented to City-only voters.

B. Make all required publications and postings excepting the advertisement of the Logic and Accuracy Test and Location of polling places.

C. City Clerk shall no less than thirty-five (35) days prior to each Election inform the County in writing of the last date upon which a person may register for the Election.

D. City Clerk shall no less than thirty-five (35) days prior to each Election provide to the County in writing the boundary limits of the City and list of all applicable voting wards or precincts.

E. Meet all statutory, City Charter, and Ordinance requirements regarding City Elections.

F. Provide City personnel to assist with assembling and transporting voting equipment and supplies to and from polling locations within the City if requested by County and if such personnel are available for such assignment in discretion of City.



G. Early Balloting.

1. If deemed necessary by both parties, City shall supply City election employee(s) acceptable to both parties to this agreement to be stationed at the County Recorder's Office for the early voting period for the Elections. City employee assigned to County Recorder's Office shall be present from 8:00 a.m. to 5:00 p.m. (excluding weekends and holidays) each day of the early voting period of the Elections and from 6:00 a.m. to 7:00 p.m. on each Election Day or any other period of time agreed upon by parties.

2. City election employee(s) shall answer inquiries, phone calls, from the public regarding the City portion of the ballot.

3. City understands and agrees that final decisions regarding the early voting process shall be the decision of the County Recorder.

4. City and County shall cooperate to provide an off-site early voting location in the City at such date and time as is agreeable to the parties in order to facilitate the opportunity for City and County voters to exercise their right to vote.

H. City shall pay to the County, on a reimbursable pro rata basis, all costs of preparation and copies of City Registration rolls, personnel, election materials and supplies expended pursuant to this agreement. Parties agree that the applicable pro rata basis used herein shall be determined by County.

I. Reimbursement shall be made to County after approval of Council of the City within thirty (30) days after County presents its demand to City.

SECTION 4. MANNER OF FINANCING AND BUDGETING.

Each party represents that it shall use all reasonable means to allocate sufficient funds in their respective budgets to discharge the funding obligations imposed by this agreement, and agrees that such funds shall be separately designated for such purpose.

SECTION 5. PRECINCT BOUNDARIES.

The City understands and agrees that voting practices and/or districts may be changed by order of the U.S. Justice Department or State or Federal Court. There will be no liability to the County for problems or costs resulting from any possible changes which affect the Elections.

SECTION 6. DEFENSE OF ELECTION: INDEMINIFICATION OF COUNTY.

The City agrees, to the extent allowed by law, to indemnify, defend and hold harmless the County, a body politic, including but not limited to, all of its agencies, and personnel thereof, from any and all actions, causes of action, claims, demands, damages costs, expenses, attorney fees, on account of, or in any way growing out of an accident, incident or occasion which might arise as a result of this agreement, the cause of which is due to City's negligence or other

improper conduct. This provision extends to legal challenges which may arise from the County's participation in the election, and all legal challenges related to or arising from the City's conduct and participation in the City Elections which are the subject of this agreement.

The City further specifically agrees to insure and indemnify the County against any and all damage or loss to any of the voting booths, equipment or other County property which is used in connection with the Elections which may occur due to the fault or negligence, or other improper conduct of the City, the cost of which is hereby agreed to be the current cost of similar new equipment, pro-rated for age and condition.

SECTION 7. EFFECTIVE DATE AND TERM OF AGREEMENT.

This agreement shall be effective upon execution by the parties hereto and shall terminate upon completion of the canvass of the results of the General Election of November 8, 2016; provided, however, that Section 5 and 6 shall survive the termination date of this Agreement.

SECTION 8. SEVERABILITY.

If any provision of the agreement or application thereof is to be held invalid, such invalidity shall not affect other provisions or applications of this agreement which can be given effect without the invalid provisions, and such invalid provisions are declared to be severable.

IN WITNESS WHEREOF, the County executed this agreement on the ____ day of _____, 2016.

SANTA CRUZ COUNTY
Santa Cruz County Board of Supervisors

RUDY MOLERA, Chairman

MANUEL RUIZ, Vice-Chairman

JOHN MAYNARD, Member

ATTEST:

Melinda Meek, Clerk of the Board



IN WITNESS WHEREOF, the City has executed this agreement on the 10 day of February, 2016.

CITY OF NOGALES, a municipal corporation

City Manager



ATTEST:


Leticia Robinson, City Clerk



ATTORNEY CERTIFICATION
SANTA CRUZ COUNTY

The foregoing Intergovernmental Agreement, being an Agreement between Santa Cruz County and the City of Nogales, has been reviewed this ____ day of _____, 2016, by the undersigned Deputy County Attorney, who has determined that it is in proper form, and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the Santa Cruz County Attorney.

GEORGE E. SILVA
Santa Cruz County Attorney

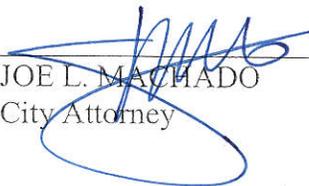
By _____
Deputy County Attorney



ATTORNEY CERTIFICATION
CITY OF NOGALES

The foregoing Intergovernmental Agreement, being an Agreement between Santa Cruz County and the City of Nogales, has been reviewed this 10 day of Feb, 2016, by the undersigned City Attorney, who has determined that it is in proper form, and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the Nogales City Attorney.

OFFICE OF THE NOGALES CITY ATTORNEY

By  _____
JOE L. MACHADO
City Attorney

Santa Cruz County

Department Staffing Request

Department Sheriff Date needed A.S.A.P

The position requested is (check whichever applies)

to fill a vacancy created by the retirement of Lt. Roberto Morales.
 a new position

Position Title Lieutenant Source of Funding X100-39-00-5103

Position is Temporary Full Time Temporary Part-Time
 Permanent Full Time Permanent Part-Time

Benefits (if grant Funded)? Yes No

Is new job description required? Yes No

Personnel Review

Salary Range 73 Entry Level Salary \$52,729

Budgeted Position Yes No

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

Approved Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

Santa Cruz County

Department Staffing Request

Department Sheriff Date needed A.S.A.P

The position requested is (check whichever applies)

XX to fill a vacancy created by the promotion of a Sergeant to Lieutenant.

_____ a new position

Position Title Sergeant Source of Funding X100-39-00-5103

Position is _____ Temporary Full Time _____ Temporary Part-Time

XX Permanent Full Time _____ Permanent Part-Time

Benefits (if grant Funded)? _____ Yes _____ No

Is new job description required? _____ Yes X No

Personnel Review

Salary Range 69 Entry Level Salary \$47,772

Budgeted Position X Yes _____ No

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

PROBATION DEPARTMENT SANTA CRUZ COUNTY

Thomas Fink
Presiding Superior Court Judge



Primitivo Romero III
Chief Probation Officer

To: Board of Supervisors

From: Primitivo Romero III

Re: Request to Waive Hiring Freeze (Probation Officer Position)

Date: February 25, 2016

Subject: One of our probation officers was promoted to a supervisory position. We would like to fill the vacancy created by the promotion.

Request: We respectfully request that the Board consider waiving the hiring freeze to allow us to fill the vacant position.

Implications: The position is funded through the county general fund, but it is a budgeted position. It is not a new position.

I will be present for your meeting on Wednesday, March 2, 2016, in case you have any questions.

Thank you for your time and consideration in this matter.

Santa Cruz County

Department Staffing Request –

Department Probation Date needed: as soon as possible

The position requested is (check whichever applies)

to fill a vacant position

a new position

Position Title Probation Officer Source of Funding County General Fund

Positions are Temporary Full Time Temporary Part-Time

Permanent Full Time Permanent Part-Time

Benefits (if grant Funded)? Yes No

Is new job description required? Yes No

Personnel Review

Salary Range 62 Entry Level Salary \$ 40,189.⁰⁰

Budgeted Position Yes No

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

Approved Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

Santa Cruz County

Department Staffing Request

Department Board of Supervisors Date needed asap

The position requested is (check whichever applies)

to fill a vacancy created by resignation
 a new position

Position Title Senior Secretary Source of Funding 100-04

Position is Temporary Full Time Temporary Part-Time
 Permanent Full Time Permanent Part-Time

Benefits (if grant Funded)? Yes No

Is new job description required? Yes No

Personnel Review

Salary Range 49 Entry Level Salary \$29,152.00

Budgeted Position Yes No

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

Approved Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

16 JAN 6 11:52



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602) 542-5141

Application for Liquor License
Type or Print with Black Ink

SECTION 1 This application is for a:

- Interim Permit (Complete Section 5)
New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
Person Transfer (Complete Section 2, 3, 4, 12, 13, 14,16)
Location Transfer (Bars and Liquor Stores Only)
Probate/ Will Assignment/ Divorce Decree
Government (Complete Sections 2, 3, 4, 10, 13, 16)
Seasonal

SECTION 2 Type of Ownership:

- J.T.W.R.O.S. (Complete Section 6)
Individual (Complete Section 6)
Partnership (Complete Section 6)
Corporation (Complete Section 7)
Limited Liability Co (Complete Section 7)
Club (Complete Section 8)
Government (Complete Section 10)
Trust (Complete Section 6)
Tribe (Complete Section 6)
Other (Explain)

SECTION 3 Type of license

LICENSE # 10123070

1. Type of License: 10

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE

A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Busboom Harold Blaine P1675368
Last First Middle

2. Owner Name: Tubac Market L.L.C. B1055914
(Ownership name for type of ownership checked on section 2)

3. Business Name: Tubac Market B1035144
(Exactly as it appears on the exterior of premises)

4. Business Location Address: 10 Avenida Goya Tubac AZ 85646 Santa Cruz
Street City State Zip Code County

5. Mailing Address: PO Box 4569 Tubac AZ 85646
Street City State Zip Code

6. Business Phone: 520-398-1010 Daytime Contact Phone: 520-619-0536

7. Email Address: busboom@theriver.com

8. Is the Business located within the incorporated limits of the above city or town? Yes No

9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No

If Yes, what City, Town or Tribal Reservation is this Business located in:

10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$

Fees: 100.00 Application, 22.00 Department Use Only, 122.00 Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes No
Accepted by: SG Date: 1-6-16 License #: 10123070

BOND FOR ISSUANCE FOR DUPLICATE WARRANT

Know all men these presents that the payee undersigned was issued warrant number 4-639358 on the Treasurer of Santa Cruz County in the amount of \$ 49.00, dated on or about 11-24, 2015 and that said warrant has been irretrievably lost or destroyed, and that (she/he) and (her/his) surety undersigned are held and firmly bond unto Santa Cruz County in double the above amount, for he payment of which each binds himself, his successors and assigns, jointly and severally, firmly by these presents.

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

Signed, executed, and delivered at Santa Cruz Valley #35, this 29th day of January, 2016.

Payee: [Signature]

Address: 1141 King Ln
Rio Rico, AZ 85648

Surety: [Signature] Angela Mongiello

Address: 590 Camino Lito Galindo
Rio Rico AZ 85648

STATE OF ARIZONA)
) ss.
COUNTY OF SANTA CRUZ)

On the 29th day of January, 20 16, before me the undersigned notary public, personally appeared the payee Aimee Denavchel, and the surety, E. Angela Mongiello, each of whom acknowledged that (s)he executed the foregoing bond.

My Commission Expires:
September 14, 2017

[Signature]
Notary Public
NOTARY PUBLIC
STATE OF ARIZONA
County of Santa Cruz
BLANCA VEGA
My Commission Expires
September 14, 2017

Interoffice Memorandum

To: Board of Supervisors
From: Jennifer St. John, County Manager
Subject: Request approval of Ordinance 2016-01
Date: March 2, 2016

Recommendation:

Staff recommends that the Board approve Ordinance 2016-01, Establishing Regulations for Conduct in Santa Cruz County Parks and Recreational Facilities.

Background:

The County installed lights at the Damon Park last Fall; however, our current park ordinance does not allow any park to stay open past dusk. As such, this draft Ordinance in front of you allows the Damon Park to stay open until 10:30 pm (or later if approved in advance by the County Manager). As a result of the later closing time, staff also adjusted the restroom hours of operations for Damon Park. The final change to this Ordinance is in item #20 and allows banner display if there is a direct team sponsorship associated with the display.

Financial Implications:

The County will charge a minimal fee for use of the park lights that is intended to offset the additional utility charges of the lights. There will be additional labor costs for staff to shut down the park at night but those should be minimal and we will explore all options to encourage park users to help the County with the late night closures.

Proposed Motion:

Move to approve Ordinance 2016-01, Establishing Regulations for Conduct in Santa Cruz County Parks and Recreational Facilities.



ORDINANCE NO. 2016-01
Establishing Regulations for Conduct in Santa Cruz County
Parks and Recreational Facilities

WHEREAS, Arizona Revised Statutes (A.R.S.) §11-934 et seq. provides for the Board of Supervisors to supervise and control county parks and make reasonable rules for the proper use, management, protection and maintenance of all public parks under its supervision and control, and;

Whereas, A.R.S. §11-251.05 provides that the Board of Supervisors may adopt ordinances necessary and proper to carry out the duties of the county and to prescribe punishment by fine or imprisonment for the violation of an ordinance, and;

Whereas, A.R.S. §11-251.05 also provides that prior to ordinance adoption, the Board of Supervisors shall hold a public hearing giving proper notice of same, and;

Whereas, on the 2nd day of March, 2016, such a public hearing was held in compliance with State Law.

NOW, THEREFORE, BE IT ORDAINED:

That on the 2nd day of March, 2016, this Ordinance to be known as the Santa Cruz County Parks and Recreational Facilities Regulations shall become effective. Be it further ordained that all park employees and Certified Peace Officers are responsible for enforcement of this ordinance.

Common Regulations for All County Park Facilities:

1. General hours of operations: dawn to dusk for parks without lights; dawn to 10:30 pm for parks with lights, unless approved in advance by County Manager or his/her designee.
2. Restroom hours of operation (if applicable): in accordance with general hours of operation by park, unless approved in advance by the County Manager or his/her designee.
3. Overnight camping is prohibited.
4. Dogs must be leashed or confined and dog waste removed and disposed of properly and in accordance with Ordinance No. 1998-10.
5. Motorized vehicles including all terrain vehicles are permitted only in parking lots and vehicular access drives to the parking lots.
6. Vehicles left overnight on park property will be towed at owner's expense. Parking lots shall be used only by park visitors.
7. Glass containers on park premises, including parking lots, are prohibited. All beverages must be in non-glass containers.
8. Sale of alcoholic beverages is prohibited.
9. Fireworks or firearms are prohibited.
10. Hunting is prohibited.
11. Feeding wildlife is prohibited.
12. Horseback riding is prohibited, unless approved in advance by the County Manager or his/her designee.
13. Amplified sound system usage that disturbs the peace of the area is prohibited.

14. Conduct deemed to be disorderly, threatening, abusive or boisterous is prohibited. Insulting or offensive language is prohibited.
15. Dumping and littering is prohibited. Unauthorized use of the park trash receptacles is prohibited.
16. Destroying, damaging or removing any vegetation is prohibited.
17. Destroying, damaging, defacing or removing any County property is prohibited.
18. Interference with a park employee in the discharge of their duties is prohibited.
19. Failure or refusal to obey any lawful command of a park employee or Certified Peace Officer will result in the prohibition of park use and may result in prosecution.
20. Display of banners is limited to direct team sponsorship and there can be no monetary or exchange for value related to banner display.
21. Fires are permitted only in designated County-provided barbeque grills. If gas grills are brought to the park, they are only to be used within designated fire-ring areas. All fires must be completely extinguished.
22. Building any fire (wood or charcoal) at any time posted against such activity (i.e. fire ban) is prohibited
23. Bicycles and other non-motorized vehicle use in the turf areas is prohibited.
24. Gang members who loiter in the park to either intimidate others with the gang's dominance or conceal criminal activity will be prosecuted in accordance with A.R.S. §13-2308.

Additional Regulation for Ron Morriss Park

- Alcoholic beverages of any kind are strictly prohibited.

Any violation of these regulations shall be a class 1 misdemeanor punishable by fine or imprisonment.

AND BE IT FURTHER ORDAINED THAT any park rules or regulations previously enacted are hereby rescinded to the extent that they conflict with the rules and regulations herein enacted.

PASSED AND ADOPTED THIS 2nd DAY OF March, 2016.

Rudy Molera, Chairman

Manuel Ruiz, Vice-Chair

John Maynard, Member

ATTEST:

Melinda Meek, Clerk of the Board

APPROVED AS TO FORM:

Charlene Laplante, Deputy County Attorney, Civil