1. REGULAR MEETING AGENDA - AMENDED

   Documents: 04-06-16 AMENDED.PDF

2. DOCUMENTATION - 26.3MB

   Documents: 04-06-16.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, April 6th, 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 1st day of April, 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 4/5/16

A G E N D A

April 6, 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 adopt Fair Housing Resolution No. 2016-04 committing the County to fair housing practices and identifying other actions taken to affirmatively further fair housing (Req: Mary Dahl) _____
2. Discussion/possible action to approve Site Supplemental Agreement with GovNet for use of Rio Rico Landfill Tower site for use and installation of GovNet communication equipment (Req: Raul Mavis) _____
3. Discussion/possible action to approve Proclamation designating April 5, 2016 as National Service Recognition Day (Req: Darcy Dixon) _____
4. Discussion/possible action to appoint University of Arizona Cooperative Extension, Santa Cruz County, Advisory Board members: Dan Bell, John Fanning, Dean Fish, Jim Koweek, Robert Noon, Denise Purvis (Req: Darcy Dixon) _____
5. Discussion/possible action to donate 1 computer and 1 printer to the Tubac Community Foundation (Req: County Manager) _____
6. Discussion/possible action to reappoint Guillermo Padilla to the Planning Commission representing District 2, effective immediately (Req: Chairman Molera) _____
7. Discussion/possible action to approve appointment of Precinct Committeemen for the Santa Cruz County Democratic Party (Req: Clerk) _____
8. Discussion/possible action to approve Proclamation designating April 21, 2016 as PowerTalk 21 Day (Req: Supervisor Maynard) _____
9. Discussion/possible action to authorize the Public Works Department to dispose of vehicles and equipment via auction (Req: Karl Moyers) _____

10. Discussion/possible action to approve WebEOC License Agreement and Statement of Work Agreement for the Border Environmental Cooperation Commission (BECC) Grant (Req: Ray Sayre) _____
11. Discussion/possible action to approve Resolution No. 2016-05 pertaining to the submission of projects for the consideration in Arizona's 2017 Highway Safety Plan (Req: Sheriff) _____
12. Personnel, waive of hiring freeze, authorization to create and fill part-time Program Coordinator position for Emergency Management-grant funded (Req: Ray Sayre) _____
13. Personnel, waive of hiring freeze and authorization to fill vacant:
    a. Program Director position for YCC CREO Grant (Req: Alfredo I. Velasquez) _____
    b. Community Development Director position (Req: County Manager) _____
14. Discussion/possible action to approve Lease Supplement with Action Imaging Group for a color copier/printer/scanner/fax machine for the Health Department (Req: County Manager) _____
15. Discussion/possible action to approve Application for Special Event License: Friends of the Patagonia Library, 4/23/16 _____
16. Tax Valuation Adjustments: (Req: Assessor)
    a. 112-35-022 – Vindiola Marie Irene, Resolution No. 34422 _____
    b. 112-35-022 – Vindiola Marie Irene, Resolution No. 34423 _____
    c. 112-35-022 – Vindiola Marie Irene, Resolution No. 34424 _____
    d. 112-16-026C – Donde Inc, Resolution No. 34415 _____
    e. 112-16-026C – Donde Inc, Resolution No. 34416 _____
    f. 101-50-044 – Citizens Utilities, Resolution No. 34412 _____
    g. 101-50-044 – Citizens Utilities, Resolution No. 34413 _____
    h. 101-50-044 – Citizens Utilities, Resolution No. 34414 _____
17. Demands _____
18. Approval of Minutes: 8/17/15 _____

H. STUDY SESSION: Discussion regarding staffing and manpower issues at the Santa Cruz County Sheriff's Department

I. ADJOURNMENT

Posted: 4/2/16 at 8:00 a.m. by MM
Melinda Meek
Melinda Meek, Clerk of the Board

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Dated this 1st day of April, 2016.

Melinda Meek, Clerk
Board of Supervisors

Santa Cruz County Complex
2150 N. Congress Drive • P.O. Box 1150 • Nogales, Arizona 85621
(520) 375-7812 • FAX (520) 761-7843 • TDD (520) 375-7934

Board of Supervisors
Santa Cruz County

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Back to Agenda

CASH AND INVESTMENT REPORT

April 6, 2016

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	**100**	**GENERAL FUND**	**1,855,665**	**37,925**	**8,519,832**	**10,375,497**
225	101	J.P. #1 TIME PAYMENT FEES	35,482			35,482
245	102	J.P. #2 TIME PAYMENT FEES	(5,475)			(5,475)
262	103	J.C.E.F. COURT FEES	134,432			134,432
181	106	EXPED. CHILD SUPPORT & VISITATION	77,822			77,822
180	107	CLERK SUPERIOR COURT RETRIEVAL	75,542			75,542
182	108	SPOUSAL MAINTENANCE FUND	11,906			11,906
183	109	CHILD SUPPORT AUTOMATION FUND	1,853			1,853
125	110	PROSECUTION HIDTA (PIMA)	(52,047)			(52,047)
126	111	ATTORNEY'S DIVERSION PROGRAM	(1,654)			(1,654)
127	112	VICTIM RIGHTS NOTIFICATION	147			147
128	113	BAD CHECK COLLECTION	(6,538)			(6,538)
130	116	COST OF PROSECUTION	(131)		199	68
184	118	DOMESTIC REL. ED. MEDIATION FD	9,096			9,096
258	119	DOMESTIC REL. ED. CHILD ISSUES	253			253
185	122	NON IV-D CONVERSION FUND	707			707
259	125	FILL THE GAP (5%)	58,840			58,840
111	128	RETRIEVAL CONVERSION FUND	83,433		182,279	265,711
227	133	CIRCLES OF PEACE	12,967			12,967
203	134	LEPC GRANT	2,866			2,866
112	135	TAXPAYERS' INFORMATION FUND	53,974			53,974
205	139	DOMSTC PREP HAZRD MAT TRAINING	2			2
132	141	FILL THE GAP (ATTORNEY)	8,606			8,606
110	142	ASSESSOR'S RETRIEVAL	70,895			70,895
133	143	5% FTG ALLOC-C.A. 21.61%	37,566			37,566
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	37,311			37,311
155	156	SLOT GRANT- COUNTY ATTORNEY	(19,824)			(19,824)
676	191	SCHOOL FOREST FEES FUND	430,170			430,170
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	79,269			79,269
117	198	SANTA CRUZ FAIR ASSOCIATION	0			0
257	203	LAW LIBRARY FUND	49,888			49,888
120	204	OLD COURTHOUSE FUND	(2,290)			(2,290)
105	**205**	**ROAD FUND**	**861,834**		**661,113**	**1,522,947**
625	206	WASTE TIRE GRANT (ADEQ)	107,601			107,601
600	207	ANIMAL CONTROL FUND	(153,162)			(153,162)
601	208	STERILIZATION ENFORCEMENT FUND	39,378			39,378
106	209	ADOT HOUSE BILL 2565	0.12			0.12
134	210	ANTI-RACKETEERING #2	(123,396)			(123,396)
135	211	A.C.J.C. PROSECUTION #20	(8,929)			(8,929)
136	212	RESTITUTION--VICTIM COMP	21,366			21,366
138	214	ATTY'S VICTIMS COMP. FUND	(21,210)			(21,210)
326	216	HIDTA 16	0			0
327	217	SHERIFF A.C.J.C. GRANT	(61,036)			(61,036)
139	219	ATTORNEY'S ENHANCEMENT FUND	2,580			2,580
282	221	JUVENILE PROBATION FEES	106,450		24,906	131,356
263	222	FARE PROGRAM FUND	467			467
280	223	FAMILY COUNSELING GRANT	12,581			12,581
308	224	ADULT PROBATION FEES	261,315		96,409	357,724
140	225	VICTIM ASSISTANCE GRANT	(3,030)			(3,030)
277	226	JCEF-STANDARD	0			0
302	227	JCEF-STATE AID ENHANCEMENT	0			0
281	228	JUVENILE DIVERSION FEES	87,807		3,758	91,565
311	229	JCEF-ADULT INTENSIVE PROBATION	0			0
275	230	PIC-ACT GRANT	763			763
300	231	COMMUNITY PUNISHMENT PROGRAM	30,192			30,192
274	232	JCEF-JUVENILE INTENSIVE PROB.	0			0
250	233	CASA PROGRAM FUND	(4,579)			(4,579)
273	234	JUVENILE INTENSIVE PROBATION	5,748			5,748
310	235	ADULT INTENSIVE PROBATION	(52,346)			(52,346)

276	236	STANDARD PROBATION	15,657			15,657
301	237	STATE AID ENHANCEMENT GRANT	(16,798)			(16,798)
304	238	DRUG ENFORCEMENT GRANT	0			0
312	239	PROBATION/PAROLE SERVICES	5,378		48,031	53,408
330	240	JAIL ENHANCEMENT GRANT	293,714			293,714
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	14,625			14,625
370	250	HEALTH SERVICE FUND	(29,052)			(29,052)
141	264	F.B.I. SEIZURE GRANT	0		974	974
255	267	TRAFFIC CASE PROCESSING FUND	12,538			12,538
337	268	DOJ BULLET PROOF VEST FUNDING	(6,788)			(6,788)
377	269	BIO-TERRORISM GRANT	(58,745)			(58,745)
338	270	AATA LAW ENFORCEMENT GRANT	625			625
685	272	TITLE II-A	12,437			12,437
339	273	DUI ENFORCEMENT GRANT	17,000			17,000
686	274	TITLE II-D	6,351			6,351
142	276	AZ AUTO THEFT AUTHORITY (ATTY)	5,189			5,189
143/342	277	PROGRAM INCOME C.A. & METRO	8,177			8,177
689	280	PART B IDEA BASIC	18,322			18,322
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	19,918			19,918
307	291	ADULT PROB FEES INTRST COMP 30%	9,747			9,747
309	292	ADULT PROB SVC EXTRA FEES > $40	114,519			114,519
691	299	COUNTY JAIL EDUCATION	72,763			72,763
254	300	COMMUNITY ADVISORY BOARD	23			23
306	301	ADULT PROBATION DRUG TESTING	21,060			21,060
278	302	DIVERSION CONSEQUENCES	4,964			4,964
279	303	JUV PROB SVC FUND TREATMENT	(155)			(155)
303	304	DRUG TREATMENT & EDUCATION FUND	9,559			9,559
254	305	JUVENILE COMMUNITY ADVISORY BRD	-			-
305	306	VICTIMS RIGHTS PROBATION	13,883			13,883
251	307	MODEL COURT, CRT IMPROVEMENT	4,672			4,672
253	308	CASE PROCESSING IV-D	0			0
252	309	D.E.S. IV-D	391			391
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%	543,141			543,141
261	322	5% FTG ALLOC-IND DEF 20.53%	273,072			273,072
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**	**310,089**		**874,094**	**1,184,183**
950	351	FIRE DISTRICT SECONDARY FUND	29,207	(37,925)		29,207
352	352	BORDER SECURITY ENHANCEMENT	72			72
651	353	FLOOD CONTROL RESERVE FUND	439,113		61,657	500,770
354	354	ICE GRANT	(71,528)			(71,528)
355	355	OPERATION STONE GARDEN #999435	(45,179)			(45,179)
356	356	SLOT GRANT	(2,336)			(2,336)
357	357	TOHONO O'ODHAM (SO)	19,447			19,447
358	358	OPERATION STONE GARDEN #130433-01	(2,086)			(2,086)
359	359	OPERATION STONE GARDEN #140425	(39,684)			(39,684)
360	361	OPERATION STONE GARDEN #150417	(2,012)			(2,012)
725	365	PROFESSIONAL DEVELOPMENT GRANT	(52)			(52)
746	377	WIA RAPID RESPONSE	(38)			(38)
727/728	380	WIA YOUTH PROGRAM	(24,365)			(24,365)
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	(12,957)			(12,957)
739	393	WIA ADULT	(11,016)			(11,016)
740	394	WIA DISLOCATED WORKER	(22,906)			(22,906)
741	395	WIA ADMINISTRATION	(13,911)			(13,911)
743	397	WORK INCENTIVE GRANT	0			0
400	408	APRON RECONSTRUCTION	(17,033)			(17,033)

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	EVIRON ASSESSMENT-LAND ACQ	9,687		9,687
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	111,112	201,891
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336	51,090	53,427
121	488	BUILDING DEBT SERVICE	128,413	51,972	180,385
325	**489**	**JAIL DISTRICT**	**989,687**	**211,378**	**1,201,065**
502	502	TOHONO O'ODHAM (LANDFILL)	0.12		**0.12**
500	540	LANDFILL	(106,289)		(106,289)
501	541	LANDFILL RESERVE FUND	272,492	993,119	1,265,611
602	602	OFFICER SAFETY EQUIPMENT-AC	2,160		2,160
704	659	IDEA BASIC/SECURE CARE (Z-220)	9,416		9,416
701	663	1ST CENT COM. LEARNING (Z-300)	481		481
706	664	TAYLOR GRAZING FEES (Z-395)	3,719		3,719
707	665	STATE CHEMICAL ABUSE (Z-430)	30		30
951	667	INDIRECT COSTS (Z-570)	330		330
699	676	SPECIAL SVCS 15-365 (Z-931)	331,057		331,057
953	677	SCC CONSORTIUM DUES (Z-834)	2,254		2,254
711	687	IDEA BASIC ADULT SECURE CARE	1,335		1,335
712	688	JUVENILE DETENTION LEARN	5,267		5,267
118	689	HAVA BLOCK GRANT	15,176		15,176
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	5,519		5,519
716	716	TEAM ANONYMOUS	8,117		8,117
717	717	ADOLESCENT WELLNESS NETWORK	4,913		4,913
718	718	DISTRICT #99-INSURANCE FUND	10,174		10,174
719	719	YOUTH CAREER CONNECT GRANT	(27,737)		(27,737)
720	720	HEALTHY STUDENTS	(33,415)		(33,415)
750	750	ADULT EDUCATION - ELAA STATE	(19,184)		(19,184)
751	751	ADULT EDUCATION - ELAA FEDERAL	(37,456)		(37,456)
752	752	CAREER & COLLEGE READINESS	2		2
753	753	ADULT EDUCATION - ABE/ASE STATE	(6,440)		(6,440)
756	756	WIOA TABE 9-10	(18,932)		(18,932)
759	759	WIOA POSTSECONDARY BRIDGE	(3,121)		(3,121)
186	956	EMANCIPATION ADMIN COSTS	66		66
248	974	COURT ENHANCEMENT FEE-JP #2	29,890		29,890
247	975	$13 ASSESSMENT FUND-JP #2	6,447		6,447
231	976	COURT ENHANCEMENT FEE-JP #1	70,533		70,533
230	977	$13 ASSESSMENT FUND-JP #1	33,541		33,541
353	978	OFFICER SAFETY EQUIPMENT-SO	27,421		27,421
148	981	DOMESTIC VIOLENCE STOP GRANT	(58,809)		(58,809)
107	985	PALO PARADO RAILROAD IMPROV	0		0
149	986	VICTIM SERVICES DONATIONS	506		506
229	987	INCREASING EFFICIENCY	13,469		13,469
289	988	JUV DIVERSION SVC FEES-OVER	7,076		7,076
351	992	FEDERAL PROGRAM INCOME-MTF	6,169		6,169
386	993	MEDICAL RESERVE CORP	22,965		22,965
246	995	JP 2 FARE PROGRAM	1,053		1,053
208	997	CITIZEN CORPS TRAIN #150406-02	(987)		(987)
383	998	IMMUNIZATION PROGRAM	6,810		6,810
264	999	STATE-FILL THE GAP FUND	14,988		14,988
		TOTALS FOR ALL FUNDS	**7,897,270**	**11,891,943**	**$ 19,789,214**
		SUSPENSE FUND (AMT. UNAPPORT.)	**0**		

PROJECTED END OF THE MONTH BALANCE FOR GENERAL FUND

GENERAL FUND NET CASH BALANCE		1,855,665
PENDING - REVENUE		
AUTO LIEU		80,000
SALES TAX		150,000
COUNTY 1/2 CENT TAX		175,000
APPORTIONMENT AMOUNT		1,500,000
LOTTERY		0
PENDING - EXPENDITURES		
APRIL 6, 2016 EXPENSE WARRANTS	(431,957)	
APRIL 15, 2016 PAYROLL WARRANTS	(465,000)	
APRIL 20, 2016 EXPENSE WARRANTS	(250,000)	
APRIL 29, 2016 PAYROLL WARRANTS	(465,000)	
SPECIAL REVENUE DEFICIT		(1,321,285)
STATE POOL INVESTMENT		8,519,832
ESTIMATED E.O.M. BALANCE	**9,347,255**	
DIFFERENCE		**(43,115)**
CASH AT APRIL 2015	**9,390,370**	

Jesus J. Valdez, P.E.
General Manager

FLOOD CONTROL DISTRICT
AND
FLOODPLAIN ADMINISTRATION

SANTA CRUZ COUNTY
Project Report
By John Hays

March 3rd, 2016, through April 6th, 2016
As of March 31, 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 0.04 inches at multiple sites to 0.43 inches at the Tubac 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. District Staff has been told that the project is ranked #4 out of 10 to be submitted, provided the application is submitted by April 15th. District Staff is working to get the proper application and documentation up on eGrants.

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 word 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. District Staff was informed that the Nogalitos Detention Basin was selected as the first alternative for funding by the State. Last week, the State informed Staff that one of the first 10 projects had dropped out and that we are now the 10th ranked project under the PDM and the application needs to be made by April 15th.

6. District Staff received four (4) Site Review Applications. Two (2) of the application were from the City of Nogales.

7. District Staff received nine (9) Floodplain Use Permit applications. Five (5) of the applications were located within the City of Nogales.

8. District Staff reviewed the floodplain status of two hundred five (205) properties during the past month. Thirty two (32) of the properties was located within the City of Nogales. Seven (7) of the properties were located in the Town of Patagonia.

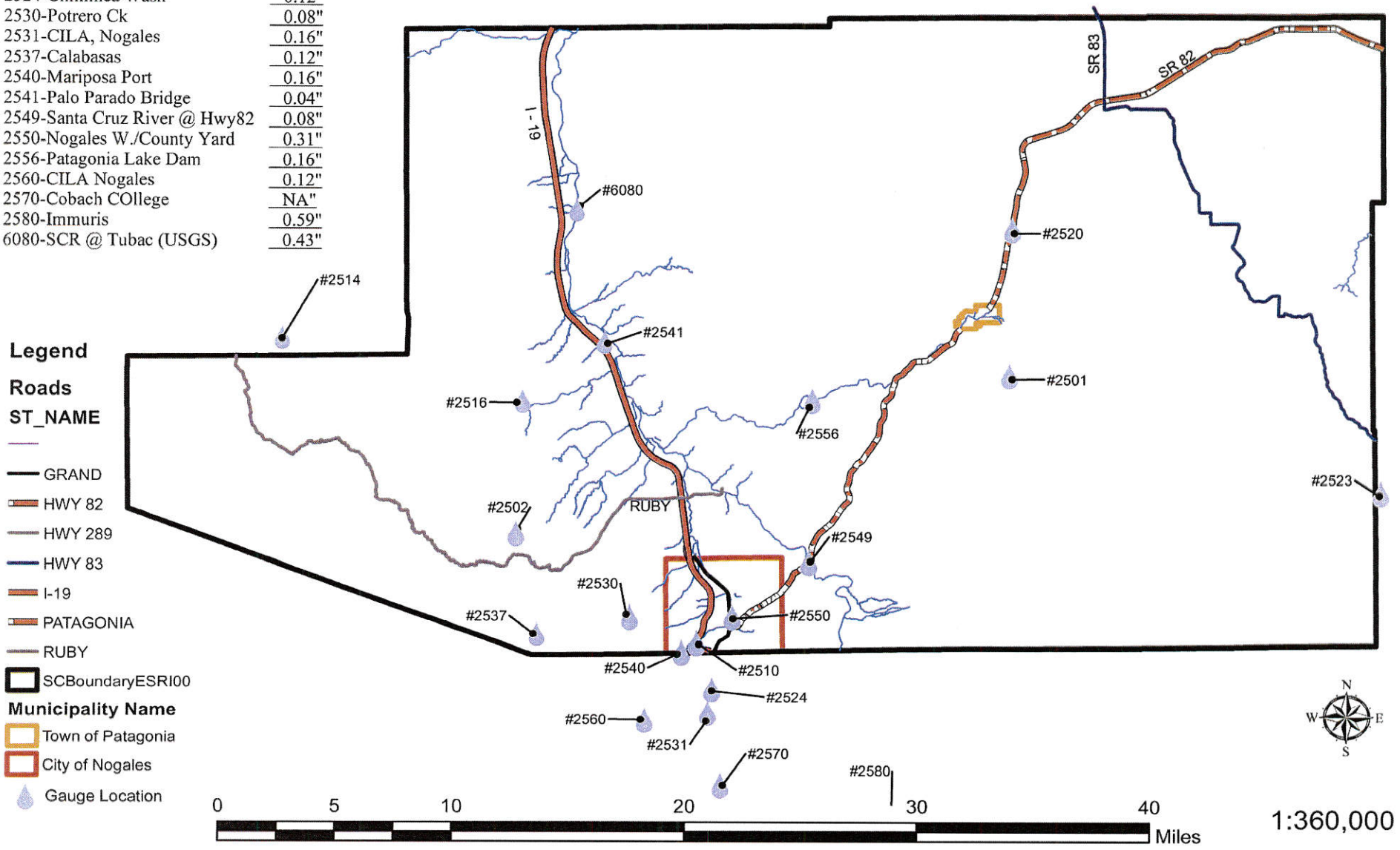
9. District Staff received one (1) drainage complaint. None (0) of the complaints was from the City of Nogales.

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.

Santa Cruz County Flood Control District
ALERT System Gauges
March 2016
As of 3/30/2016

Gauge #	Precipitation Total
2501-Red Mtn	0.04"
2502-Pena Blanca Lake Dam	0.12"
2510-Ephriam/I19	0.16"
2514-Aravaca Lake	0.04"
2516-Peck Canyon	0.04"
2520-Casa Blanca/SR 82	0.12"
2523-Parker Canyon Dam	0.04"
2524-Chiminea Wash	0.12"
2530-Potrero Ck	0.08"
2531-CILA, Nogales	0.16"
2537-Calabasas	0.12"
2540-Mariposa Port	0.16"
2541-Palo Parado Bridge	0.04"
2549-Santa Cruz River @ Hwy82	0.08"
2550-Nogales W./County Yard	0.31"
2556-Patagonia Lake Dam	0.16"
2560-CILA Nogales	0.12"
2570-Cobach COllege	NA"
2580-Immuris	0.59"
6080-SCR @ Tubac (USGS)	0.43"



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Santa Cruz County
Community Development Department

Airport - *Larry Tiffin*
Building – *Daniel Menefee*
Central Permits – *Sylvia Jontow*

Mary Dahl, Director

To: Board of Supervisors

From: Mary Dahl, Director

Thru: Jennifer St. John, County Manager

Date: March 16, 2016

Subject: Discussion and Possible Action to adopt Fair Housing Resolution No. 2016-04 committing Santa Cruz County to fair housing practices and identifying other actions taken to affirmatively further fair housing.

Recommendation: Staff recommends the Board adopt the Fair Housing Resolution and take the actions identified to affirmatively further fair housing.

Background: The Community Development Block Grant (CDBG) program requires eligible communities to annually adopt or readopt a Fair Housing resolution. This is normally done in March or early April of each year, (April being Fair Housing Month throughout the United States), and it is a requirement of the State CDBG program that this document be current and a part of a CDBG project file.

This is the standard resolution that spells out the statutory framework for nondiscrimination in housing. It also directs that the resolution be provided to the public and posted in the County Complex, the North County Facility and the Gabilondo-Zehentner Centennial County Service Center and mailed to certain organizations in the community. We will also post fair housing posters and have fair housing brochures available for the public at the front reception desk and the central permits desk.

Financial Implications: Minimal (some postage).

Proposed Motion: Mr. Chairman, I move to adopt the Fair Housing Resolution No. 2016-04 and direct staff to undertake the actions identified in the resolution to affirmatively further fair housing.

Attachment: Resolution No. 2016-04

FAIR HOUSING RESOLUTION
Number 2016-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SANTA CRUZ COUNTY ADOPTING A FAIR HOUSING POLICY, MAKING KNOWN ITS COMMITMENT TO THE PRINCIPLE OF FAIR HOUSING, AND DESCRIBING ACTIONS IT SHALL UNDERTAKE TO AFFIRMATIVELY FURTHER FAIR HOUSING.

WHEREAS, the Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing; and

WHEREAS, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS, fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS, discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Santa Cruz County hereby wishes all persons living, working, doing business in or traveling through this County to know that:

1. Discrimination in the sale, rental, leasing and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the Santa Cruz County to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and

2. Within available resources the County will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap familial status or national origin to seek equity under existing federal and state laws to file a complaint with the Arizona Attorney General's Office or the U.S. Department of Housing and Urban Development; and

3. That the County shall publicize this Resolution and thereby encourage owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that the County shall undertake the following actions to additionally "affirmatively further fair housing:"

1. Mail copies of this resolution to realtors, banks, community organizations and the local media (list attached).
2. Post copies of this resolution at the County Complex in Nogales, the North County Facility and the Gabilondo-Zehentner Centennial County Service Center.
3. Post Fair Housing posters in the County Complex in Nogales, the North County Facility and the Gabilondo-Zehentner Centennial County Service Center.
4. Make Fair Housing brochures available at the front reception desk at the County Complex in Nogales and the central permits counter at the Gabilondo-Zehentner Centennial County Service Center in Rio Rico.

PASSED AND ADOPTED THIS 1st DAY OF APRIL, 2015.

BOARD OF SUPERVISORS

_____
Rudy Molera, Chairman

_____
Manuel Ruiz, Vice Chairman

_____
John Maynard, Member

ATTEST:

_____
Melinda Meek, Clerk of the Board

APPROVED AS TO FORM:

_____
Charlene Laplante, Chief Deputy County Attorney

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Nogales Rotary Club
P O Box 757
Nogales, AZ 85621

United Way of Santa Cruz County
855 W. Bell Rd.
Nogales, AZ 85621

Rio Rico Rotary Club
P O Box 4691
Rio Rico, AZ 85648

Wells Fargo
115 N. Grand Ave
Nogales, AZ 85621

Wells Fargo
321 W. Mariposa Rd.
Nogales, AZ 85621

Santa Cruz County Board of Realtors
P O Box 4875
Rio Rico, AZ 85648

Chase Bank
420 W. Mariposa Road
Nogales, AZ 85621

Washington Federal
112 N. Grand Ave
Nogales, AZ 85621

Washington Federal
298 W. Mariposa Rd
Nogales, AZ 85621

Nogales Housing Authority
951 N. Kitchen Street
Nogales, AZ 85621

Nogales International Newspaper
268 W. View Point Drive
Nogales, AZ 85621

Borderland Food Bank
180 E. Terminal Produce Dr.
Nogales, AZ 85621

Nogales Chamber of Commerce
123 W. Kino Park Pl
Nogales, AZ 85621

Rio Rico Chamber of Commerce
1279C W. Frontage Rd.
Rio Rico, AZ 85648

Barrio de Tubac
Brasher Real Estate
P O Box 4241
Tubac, AZ 85646

1st Bank Yuma
825 Grand Ave
Nogales, AZ 85621

Santa Cruz Community Foundation
825 Grand Ave.
Nogales, AZ 85621

Tubac Chamber of Commerce
P O Box 1866
Tubac, AZ 85646

Nogales Community Development
124 W. Terrace
Nogales, AZ 85621

Nogales Community Food Bank
2636 Donna Ave.
Nogales, AZ 85621

Commerce Bank of Arizona
P O Box 4121
Tubac, AZ 85646

Amado Community Food Bank
28720 S. Nogales Highway
Amado, AZ 85645

THE UNIVERSITY OF ARIZONA
COLLEGE OF AGRICULTURE AND LIFE SCIENCES
COOPERATIVE EXTENSION
Santa Cruz County

489 N. Arroyo Blvd., Nogales AZ 85621-2644 • 520-281-2994 • Fax: 520-281-2985 • extension.arizona.edu/santa-cruz

March 30, 2016

Dear Mr. Chairman and Members of the Board of Supervisors,

This letter is to request your approval of our new Advisory Board members for the University of Arizona Cooperative Extension, Santa Cruz County. The following list shows the names of each member, their role on the board and their initial term of service. They will be staggered terms initially, and then will become 3 year terms thereafter.

NAME	TITLE	TERM OF SERVICE
Dan Bell	Chairman	3 years 1/1/2016-12/31/2018
John Fanning	Vice Chair	3 years 1/1/2016-12/31/2018
Dean Fish	Member	4 years 1/1/2016-12/31/2019
Jim Koweek	Member	4 years 1/1/2016-12/31/2019
Robert Noon	Member	4 years 1/1/2016-12/31/2019
Denise Purvis	Member	3 years 1/1/2016-12/31/2018

I have requested to have this item on the April 6, 2016 agenda for approval. Please feel free to contact me should you have any questions. Thank you so much for your ongoing support of the UA Cooperative Extension!

Sincerely,

Darcy Dixon
County Extension Director

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Interoffice Memorandum

To: Board of Supervisors

From: Jennifer St. John, County Manager

Date: April 6, 2016

Subject: Donation of One Computer and One Printer to the Tubac Community Foundation

Recommendation:

Staff recommends that the Board donate one computer and one printer to the Tubac Community Foundation.

Background:

Per statute, the County can dispose of unused equipment via the County auction or donation to a non-profit or another governmental entity. The County has numerous computers and a few printers that we will auction next month if they can not be used elsewhere. Since the Tubac Community Foundation is a non-profit, staff feels that more benefit can come from donating the computer and printer rather than auctioning them.

Financial Implications:

Potential loss of revenue to the general fund of approximately $50 if the computer and printer were sold at auction.

Proposed Motion:

Move to approve the donation of one computer and one printer to the Tubac Community Foundation.

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SANTA CRUZ COUNTY DEMOCRATIC PRECINCT COMMITTEEMEN
4/6/16

Barbara A. Mendoza
Precinct 3

Amber McKenzie
Precinct 20

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EMERGENCY MANAGEMENT
SANTA CRUZ COUNTY

2150 N. Congress Drive, Suite 110
Nogales, Arizona 85621

To: Board of Supervisors

From: Raymond Sayre, Director of Emergency Management

Through: Jennifer St. John, County Manager

Date: 3/17/2016 for ~~March 30, 2016~~ APRIL 6, 2016 BOS Agenda

Subject:
WebEOC License Agreement and Statement of Work Agreement for the Border Environmental Cooperation Commission (BECC) Grant

Background:
On March 16, 2016, the Santa Cruz County Board of Supervisors approved the Border Environmental Cooperation Commission (BECC) Grant for a cross-border communications project. Now that the grant is approved and executed, we need to put in place the agreements for the web hosted applications to perform the deliverables.

The WebEOC End User License Agreement for Hosted Implementation, and the Intermedix Statement of Work Agreement are these agreements.

Recommendation:
The Director of Emergency Management recommends that these two agreements related to WebEOC be approved.

Financial Implications:
There should be no financial impact to the County.

The grant-funded hosted software is fully funded under the BECC grant to include the WebEOC license for the project jurisdictions, webinar training, and seminar workshops to include travel. These two agreements represent

$30,000 of the $50,000 allocated under the BECC grant and is the same amount as predicted.

Proposed Motions:

I move that the "WebEOC End User License Agreement for Hosted Implementation", and the "Intermedix Statement of Work Agreement for WebEOC Crisis Information Management Software Proof of Concept and services for Santa Cruz County, AZ- Border 2020" as presented by Emergency Management be approved.

WebEOC® End User License Agreement
Hosted Implementation

1. *License Agreement.*

This is a license agreement and not an agreement for sale. This License Agreement effective this ____ day of _____20__, is made by and between ESi Acquisition, Inc. ("ESi"), a Delaware Corporation with its principal place of business at 823 Broad Street, Augusta, GA 30901 and _____ ("Licensee"), a _____ organized under the laws of _____ with principal business location at _____. This License Agreement ("Agreement") gives Licensee certain limited rights to use the proprietary ESi Software, Software Updates, and Documentation including any updates thereto.

2. *Definitions.*

(a) "Administrator" means an employee, officer, director or consultant of Licensee to whom Licensee has provided a user account and certain rights to administer the Software on behalf of Licensee.

(b) "Affiliate" means a corporation or limited liability corporation in which (i) ESi owns a majority interest and/or has substantial control over assets, operations and management, or (ii) which owns or has substantial control over the assets, operations and management of ESi, or (iii) is under common control with ESi.

(c) "Documentation" means the WebEOC® Administrator and User Manuals and any other documents, materials, information or guidance, whether supplied as printed material or in electronic form, provided by ESi in conjunction with the purchase, training, use, maintenance or update of the Software.

(d) "Enterprise" means an optional bundle of product features which includes Sub-Organization, Sub-Organization Limited Administrator, Surge Capacity and Single Sign-On capabilities.

(e) "ESi" means ESi Acquisition, Inc., a Delaware corporation, with its primary place of business at 823 Broad Street, Augusta, GA, USA, 30901 and/or its affiliates.

(f) "License" means certain limited rights to use the proprietary ESi Software, Software Updates, online and/or hard-copy documentation and user guides as set forth in Section 4 of this Agreement.

(g) "Licensee" means the person or legal entity accepting this License to use the Software, or for whom such License was obtained.

(h) "Module" means a proprietary set of status boards developed by ESi for use with selected WebEOC-branded software which are designed to address a common functional need.

(i) "Party" means ESi or the licensee individually and "Parties" shall mean ESi and the Licensee collectively.

(j) "Software," means, individually and collectively, all of the software licensed by Licensee from ESi including, but not limited to, WebEOC® Professional, WebEOC® Town Square™, software plug-ins, modules, interfaces, and software updates.

(k) "Software Updates" means any technical correction, patch, bug fix, enhancement or other software release provided to Licensee pursuant to this License or under any Software Support Plan purchased by Licensee.

(l) "Sub-Organization" means a collection of users connected through shared supervisors, mission, task or organizational affiliation whose user accounts, roles and permissions are managed by the same Sub-Organization Limited Administrator.

(m) "Sub-Organization Limited Administrator" or "Limited Administrator" means a user who has been granted limited software administration rights by an Administrator.

(n) "Surge Capacity Plan" means an optional emergency response program which permits Licensee to increase the number of Users to support response to or recovery from an incident declared a disaster by a state or federal government agency.

(o) "Term" means the period of years for which Licensee has elected to license the Software.

(p) "User" means any person to whom Licensee has provided a user account for the Software.

3. *Ownership and Licensing Authority.*

(a) Ownership of, and title to, the Software and Documentation shall be held by ESi and its licensor(s) and is protected by United States law and applicable international laws, treaties and conventions regarding intellectual property. ESi warrants that it has the power and authority to grant the license described herein. ESi and its licensor(s) shall retain all rights, title and ownership not granted herein to all copies of the Software and Documentation licensed under this Agreement.

(b) ESi represents and warrants that it is authorized to redistribute and license any third party software delivered with the Software and Documentation provided under this Agreement. The owner of such third party software shall have the right to enforce this Agreement to the extent permitted by applicable law.

4. *Grant of License.*

ESi grants to Licensee, and Licensee accepts, subject to the following terms and conditions and payment of the applicable license fee, a limited non-exclusive, non-transferable, and non-sublicensable right, revocable according to the terms stated herein, to use the Software and Documentation for the stated Term.

5. *Permitted Uses.*

(a) Licensee may install and use one (1) Instance of the Software on one (1) Machine. As used herein, Machine means a single laptop, personal computer or web server, or a combined web and database server or multiple load-balanced web servers, configured to point to a single database and database server that is used operationally or "in production" ("Instance").

(i) Licensee may use the Software and Documentation solely for Licensee's internal business purposes.
(ii) Licensee also may make one (1) copy of the Software for back-up or archival purposes.
(iii) License also may install the Software to support "non-production" software development cycle activities as set forth in Exhibit A to this Agreement
(iv) If Licensee requires or desires operational use of more than one Instance of the Software, an additional License(s) shall be required.

(b) The Software is licensed on a named and active user baser. Each User shall have a unique user account. User accounts shall not be shared. Licensee may provide access to the number of Administrators and Users set forth in Exhibit A to this Agreement. User counts are based on the average number of unique log-ins each month. ESi shall have the right to conduct regular audits of Licensee compliance with the number of Users permitted under this Agreement. Licensee agrees to provide ESi with the information required to complete such audits. Such audits shall be conducted at ESi expense, except that Licensee shall be responsible for reimbursing ESi for all reasonable audit expenses if Licensee shall be found in violation of the User limits set forth in this Agreement. Licensee shall be in violation of User limits if the average number of Users during any month covered by the audit is greater than the number of Users permitted in Schedule A and such increase in Licensee is not supported by a Surge Capacity Plan.

(c) Administrators and Users shall have different rights to access the Software:

(i) Administrators may access all features of the Software. Certain features of the Software may only be accessed by named users who are granted status as an Administrator ("Administration Tools"). Administration Tools include, but are not limited to: creation and administration of user accounts; creation and subsequent editing of incidents; software configuration; use of the WebEOC® BoardBuilder tool; installation and administration of board sets, plug-ins, modules, interfaces and Software Updates; and access to the Software's Application Programming Interface.

(ii) Users may not be granted access to any Administration Tools, except that Administrators may grant designated Users rights to create or edit incidents and to add or edit maps in MapTac™.

(iii) If your licensed Software includes Enterprise, Limited Administrator rights also shall be available solely to support management of Sub-Organizations. Limited Administrators may access the following Administration Tools: creation of user accounts; management of user accounts including definition of roles and permissions; and creation and subsequent editing of incidents.

Except where otherwise provided in this Agreement, rights to access and use Administrative Tools are given exclusively to the Licensee and Licensee may not grant such rights to any third party.

(d) Licensee may provide its consultant(s) or independent contractor(s) with access to the Software and Documentation, provided that such consultants or independent contractors are using the Software and Documentation exclusively for the benefit of the Licensee. Licensee shall be responsible for compliance by its consultants and independent contractors with the terms and conditions of this Agreement.

(e) If your licensed Software includes the WebEOC® BoardBuilder tool, Licensee may use the WebEOC® BoardBuilder tool to copy, modify and create WebEOC® forms and templates ("Status Boards") and Licensee may distribute, in printed form or as electronic media, the Status Boards to Licensee's authorized users, provided that such Status Boards are used exclusively for the internal business purposes of Licensee. Status Boards are derivative works of the Software. Licensee shall not sell, resell, license or otherwise transfer for value any derivative works created using the WebEOC® BoardBuilder tool, and Licensee shall not distribute such derivative works as part of any product or service for value to any third party. Any derivative works prepared by Licensee shall remain subject to the terms of this Agreement and shall clearly display the following copyright notice to properly acknowledge the proprietary rights of ESi and its third party licensors: "This work includes the intellectual property of ESi and its licensors and is provided under license. Copyright © 2002-2014, ESi and its licensors. All rights reserved."

(f) Licensee may, at its option and according to the terms of the ESi standard price list, obtain a Disaster Recovery Software License to support replication of an active, source server to one or more redundant

("Target") servers which may be placed in use to support disaster recovery or fail-over activities. A Disaster Recovery Software License is required for each Target server. A Disaster Recovery Software License may be used to operate an "in production" instance of the Software only when the Source server is inactive or inoperable; only one Instance of the Software shall be active at any one time. Licensee is not required to obtain additional licenses for Software plug-ins, modules or interfaces installed on a redundant licensed machine.

(g) Permitted uses of WebEOC Fusion vary from the terms set forth in Sections 5(a) through 5(f). Licensee may install and place in production one (1) copy of WebEOC Fusion on one (1) Source and one (1) Target server. Licensee may make one (1) copy of the Software for back-up or archival purposes, or Licensee may install a second copy of the WebEOC Fusion software on a second machine as long as only one (1) copy of the WebEOC Fusion software is in use at any one time. There is no limit to the number of licensed instances of WebEOC® (or number of WebEOC licensees) which may be connected by a single instance of WebEOC Fusion, provided that (i) only the Licensee of the WebEOC Fusion software has administrative privileges and administrative access to the WebEOC Fusion software and (ii) Licensee has paid to ESi all applicable connection fees.

6. *Fees and Payment.*

(a) License fees are due and payable according to the payment schedule set forth in Exhibit C. Additional license fees are required should Licensee elect to: (a) use the Software on more than one (1) Licensed Machine; (b) increase the number of named users who may access the Software; (c) increase the number of non-production instances of the Software; (d) license additional Software; (e) upon renewal; or (f) as otherwise required by this Agreement. Such license fees shall be determined by the price list in effect at the time of the transaction and are due and payable prior to installation of the Software or added capacity.

(b) At least sixty (60) days prior to the expiration of this Agreement, ESi shall notify Licensee of the current fees for Software, software maintenance and technical support, and hosting services and invoice Licensee for an additional term of one (1) year at the stated price. Licensee shall pay to ESi the invoiced amount on or before the anniversary date of this Agreement.

(c) ESi reserves the right to charge interest equal to one and one-half percent (1.5%) on all amounts past due with interest accruing as of the day after the due date, or the maximum rate allowable by law, whichever is less. Licensee shall reimburse ESi for all costs and expenses incurred by ESi in any actions taken to collect any past due amounts including, without limitation, attorney's fees.

(d) ESi reserves the right to suspend Licensee access to Software and services if Licensee fails to pay all fees owed and due in a timely manner.

7. *Protection of Software.*

Licensee agrees to take all reasonable steps to protect the Software and Documentation from unauthorized copying or use. The Software source code represents and embodies trade secrets of ESi and/or its third party licensors. The Software source code and embodied trade secrets are not licensed to the Licensee. Licensee agrees not to disassemble, decompile or otherwise reverse engineer the Software, use reflection or other mechanism to view, interpret, translate or try to understand the structure of the Software, or otherwise attempt to discover the source code and/or the trade secrets contained in the source code, and Licensee will not allow third parties to do so. Licensee may not, nor allow third parties to, modify or alter the Software in any way.

8. *Confidentiality*.

The Software and Documentation contain confidential information and trade secrets of ESi and/or its third party licensors. Licensee agrees to hold in confidence, not disclose and not use the Software and Documentation except as expressly provided herein, and Licensee shall ensure that there is no breach, compromise or violation of such confidentiality by Licensee's employees, consultants, or independent contractors. Licensee recognizes and agrees that there is no adequate remedy at law for a breach of this Section or of Section 9 of this Agreement, that such breach would irreparably harm ESi, that monetary damages would not be an adequate remedy, and that ESi is entitled to injunctive relief with respect to any such breach, or potential breach, in addition to any and all other remedies available at law or at equity.

9. *Proprietary Interests*.

(a) The Software and Documentation, and all copies thereof, shall remain the exclusive property of ESi and/or its third party licensors. All applicable rights to copyrights, trademarks, logos, patents and other intellectual property shall remain vested in ESi and/or its third party licensors. Licensee shall not claim, register, alter or modify, any interest in such copyrights, trademarks, patents or other intellectual property, nor shall Licensee nor attempt to do any of the foregoing. Licensee shall not translate any of the ESi trademarks into any other language or alphabet.

(b) Notwithstanding Section 9(a) if this Agreement, Licensee shall have title at all times to data input and output arising out of the use of the Software, and any computer programs developed by or for Licensee using output of the Software as input to another source, and which do not include any logic and code of the Software, and such shall remain the exclusive property of the Licensee.

10. *Restrictions*.

Except as expressly authorized in this Agreement, Licensee shall not rent, lease, loan, sell, sublicense, distribute, transfer, copy, reproduce, display, modify, provide commercial hosting services, time share or dispose of the Software or Documentation or any part thereof, use the Software to provide any services to third parties or otherwise use the Software and Documentation to generate commercial revenue.

11. *Assignment*.

Licensee may not assign or otherwise transfer, in whole or in part, or in any other manner, any rights, obligations, or any interest in or under this Agreement without the prior written consent of ESi and any attempted assignment will be void. A merger or other acquisition by a third party will be treated as an assignment. ESi may at any time and without Licensee's consent assign all or a portion of its rights and duties under this Agreement to a company or companies wholly owning, owned by, or in common ownership with ESi.

12. *Copying of Documentation*.

Licensee may make as many copies of the Documentation as necessary for Licensee's internal purposes, provided that the Licensee shall not modify or alter the content or appearance of the Documentation, modify or alter the appearance of any ESi trademark or logo in the Documentation, or eliminate any references to ESi, WebEOC® or other ESi Software in the Documentation, and provided that Licensee shall reproduce and distribute the ESi copyright and notices page contained in the Documentation with all such copies, and maintain the confidentiality of the copies in accordance with Section 8 above.

13. *Software Maintenance and Technical Support; Module Care Plans; Hosting Services*

(a) Licensee shall receive software maintenance, technical support and hosting services set forth in Exhibit B from ESi or its authorized agent during the Term, provided that Licensee is not in violation of this Agreement.

(b) All Software Updates received by Licensee shall be subject to the terms of this Agreement.

14. *Limited Warranty and Disclaimers*.

(a) ESi warrants that the Software, except Modules, will perform in accordance with the accompanying Documentation for a period of one (1) year from the first day of the month following installation, if ESi or

its authorized agent, associate or contractor performs the Software installation, or on the first day of the month after the Software is shipped, if ESi or its authorized agent, associate or contractor ships the Software to the Licensee. ESi warrants that the Module will perform in accordance with the accompanying Documentation for a period of ninety (90) days from the first day of the month following installation, if ESi or its authorized agent, associate or contractor performs the Software installation, or on the first day of the month after the Software is shipped, if ESi or its authorized agent, associate or contractor ships the Software to the Licensee.

(b) If programming errors or defects do occur during this period and ESi is promptly notified in writing of the nature of the error, ESi will correct the error without charge.

(c) ESi's entire liability and Licensee's exclusive remedy shall be, at ESi's option, either (a) correction of the error or (b) return of the license fee. This limited warranty does not cover errors attributable to accident, abuse or misapplication, alteration, operation outside the parameters specified in this Agreement or the Documentation, failure to install Updates provided during the warranty period, installation, training or programming provided by an anyone other than ESi or an ESi-certified technician, or other breach of this Agreement by Licensee.

(d) ESi DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND/OR ACCOMPANYING DOCUMENTATION. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY ESi OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS SHALL CREATE A WARRANTY, AND LICENSEE IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. ESi EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR FREE OF ERRORS.

(e) The Software is an information management application. The software is not fault-tolerant and is not designed, manufactured, or intended for use or resale in hazardous environments that require fail-safe performance such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, emergency response, terrorism prevention or response, life support or weapons systems (collectively "High Risk Activities"), the failure of which could lead to death, personal injury, or severe physical or environmental damage. ESi EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

(f) To the extent permitted by law, Licensee agrees to indemnify, defend and hold ESi, its officers, directors, employees, agents, subcontractors, licensors, successors, and assigns harmless from and against any and all liability, losses, claims, expenses (including attorneys fees), demands or damages of any kind, including direct, indirect, special, punitive, incidental, or consequential damages, arising out of or in connection with the Licensee's use of the Software for High Risk Activities.

15. Limited Liability.

EXCEPT WITH RESPECT TO ITS OBLIGATIONS UNDER SECTION 17 OF THIS AGREEMENT, ESi AND ITS LICENSORS' AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE OR DOCUMENTATION IS LIMITED TO THE TOTAL OF ALL SUMS PAID OR PAYABLE TO ESi FOR THE LICENSE. ESi AND ITS LICENSORS SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE, LOST SOFTWARE, LOSS OF DATA, COSTS OF RECREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE SOFTWARE OR EQUIPMENT), INDIRECT OR PUNITIVE DAMAGES EVEN IF ESi HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES, WHETHER UNDER THEORY OF WARRANTY, TORT, PRODUCTS LIABILITY OR OTHERWISE.

16. License Term and Termination.

(a) The initial term of this Agreement shall be the Term set forth in Exhibit A and its effective date shall be the date set forth in the first paragraph of this Agreement. This Agreement shall automatically renew for successive one (1) year terms unless terminated in writing by either party.

(b) Termination for Cause. Either party may terminate this Agreement, upon thirty (30) days written notice to the other, if a party materially violates any provision of this Agreement and fails to remedy such violation within thirty (30) days after written notice thereof. Failure to pay the fees outlined in this Agreement in a timely manner shall be deemed a material breach. Licensee acknowledges and agrees that ESi may seek equitable relief at any time to remedy a violation or threatened violation of the restrictions set forth herein regarding the use and protection of the Software and Documentation.

(c) Termination for Convenience. After expiration of the initial Term, either party may terminate this agreement without cause upon sixty (60) days written notice.

(d) Upon termination, Licensee shall immediately destroy the original and all copies of the Software and Documentation, or return them to ESi. If Licensee elects to destroy the Software and Documentation, Licensee shall provide a certificate of destruction to ESi within five (5) business days of the termination date.

(e) If Licensee receives Hosting Services from ESi, the following termination provisions also apply upon termination of this Agreement for any reason:

(i) Licensee access to Software and Hosting Services shall be suspended;

(ii) Licensee shall immediately surrender to ESi any Internet protocol numbers, addresses or ESi-owned domain names assigned to Licensee in connection with the Hosting Services delivered hereunder;

(iii) ESi shall copy Licensee data to a portable storage medium and ship to Licensee via courier or other traceable delivery service within ten (10) days of termination date unless other arrangements are requested by Customer within five (5) days of the termination date;

(iv) Any and all Licensee data shall be overwritten, erased, encrypted or otherwise rendered unrecognizable upon confirmation from Licensee that Licensee data has been received in machine-readable format; and

(v) Any Licensee requesting restoration of Hosting Services post-termination shall pay a $2,400 reinstatement fee and all applicable fees for requested services including data restoration, and shall be liable to pay any outstanding, undisputed amounts due ESi prior to such restoration of services.

(vi) In the event of early termination of the Agreement, Licensee may request a rebate for services purchased and not performed. The unit of measure for calculating any rebate shall be weeks and shall be calculating using the following formula: (contract price/52 weeks) x number of weeks of service Customer would have received if the Agreement had been fully performed. In the event that ESi terminates the agreement for cause, ESi shall retain the balance as liquidated damages.

17. *Infringement of Patent and Other Proprietary Rights*.

(a) ESi represents to Licensee that it has no knowledge of any existing or potential claims that the Software or Documentation violates or infringes upon any patent, copyright, trade secret or other proprietary right of a third party.

(b) ESi shall indemnify, defend and hold harmless Licensee from and against all claims, damages, losses, liabilities and expenses, including reasonable attorneys' fees, arising out of any claim by a third party asserting that the Software, Documentation, services or any use thereof, infringes such third party's patent, copyright, trademark, trade secret, confidentiality or other right, provided that Licensee notifies ESi in writing within a reasonable time after Licensee first receives written notice of the claim and gives ESi reasonable assistance, at ESi's cost, in the defense or settlement of the claim. If any such infringement, claim or action is brought or threatened, ESi will, at its sole option and expense: (a) procure for Licensee the right to continue using the Software; or (b) modify or amend the Software, provided that such modified Software will have substantially the same or comparable capabilities, or replace the Software with other software having substantially the same or comparable capabilities; or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and repay Licensee a portion, if any, of any license fees for the Software, on a pro rata basis. If terminated, the parties will be released from any further obligation under this Agreement, except for obligations that survive termination.

18. *No Disabling Codes, Timers, Counters, or Other Limitations*.

Except for technology controls designed to monitor or enforce the terms of this Agreement, the Software shall not include or contain any disabling code, timer, clock, counter or other limiting design or routine which causes the Software to be erased, inoperable or otherwise incapable of being used in the full manner for which it was designed and licensed pursuant to this Agreement.

19. *General Conditions*.

(a) Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Georgia (United States of America) regardless of application of choice of law rules or principles. This Agreement expressly excludes the United Nations Convention on Contracts for the International Sale of Goods. Unless otherwise elected by ESi at its option and in writing for a particular instance, the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state or United States District Court having within its jurisdiction the location of ESi's principal place of business in Augusta, Georgia. Both parties consent to the jurisdiction of such courts and agree that process may be served in any manner allowed by the laws of the State of Georgia or of the United States. If Licensee acquires this License in a country other than the United States or its territories, local law may apply. The original language of this Agreement is English. In case of any discrepancies or conflicts between the English text version of this Agreement and any translation, the English version shall prevail.

(b) Entire Agreement. This Agreement sets forth the entire understanding and agreement between Licensee and ESi and may be amended only in a writing signed by both parties. This Agreement supersedes any and all other Software license agreements, including without limitation, any License previously granted for any prior version of the Software. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Documentation or other licenses delivered with the Software, the terms and conditions of this Agreement shall govern and control. NO VENDOR, DISTRIBUTOR, DEALER, RETAILER, SALES PERSON, OR OTHER PERSON IS AUTHORIZED TO

MODIFY THIS AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION OR PROMISE WHICH IS DIFFERENT THAN, OR IN ADDITION TO, THE TERMS OF THIS AGREEMENT.

(c) Waiver. No waiver of any right under this Agreement shall be effective unless in a writing, signed by a duly authorized representative of ESi. No waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement.

(d) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable for any reason, that provision shall be reformed to the extent necessary to make the language enforceable. All other provisions of this Agreement shall remain in full force and effect.

20. Export Controls.

(a) Licensee acknowledges that the Software and Documentation are subject to United States export laws. Licensee shall not, nor shall Licensee authorize or permit its directors, employees, consultants, independent contractors or other persons, to export, re-export, disclose or otherwise provide the Software and/or Documentation to any country unless an appropriate license, exemption or authorization has been obtained from the U.S. Government.

(b) Licensee expressly agrees that Licensee shall not export, re-export, barter, or otherwise provide or disclose the Software and Documentation, in whole or in part, to: (a) any country covered by any United States trade embargo; (b) any person listed on the United States Department of Treasury's list of Specially Designated Nationals; (3) any person or entity listed on the United States Department of Commerce Denied Persons List; (4) any person or entity listed on the United States Department of Commerce Unverified or Entity Lists; (5) any person or entity listed on the United States Department of State Debarred List; or (6) any person or entity where such export, re-export, barter, disclosure or provision violates United State export control law or regulation. Licensee represents and warrants that neither it nor its directors, employees, consultants, nor any other persons or entities who may gain access to the Software and Documentation through the Licensee, are persons or entities subject to such U.S. export controls.

(c) Licensee agrees to defend, indemnify, and hold harmless ESi from and against any claim, loss, liability, damage or expense, including fines or legal fees incurred by ESi with respect to any of Licensee's export or re-export activities contrary to the foregoing instructions

21. U.S. Government Rights.

(a) If Licensee is an agency, department, or other entity of the United States Government ("Government"), or funded by the United States Government, Licensee's use, duplication, reproduction, release, modification, disclosure or transfer of the Software, Documentation, technical specifications, or any related materials of any kind, including technical data, is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies, Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies and the equivalent regulations for the Department of Energy. The use of the Software and Documentation is further restricted in accordance with the terms of this Agreement, or any modification thereto.

(b) The Software and Documentation are commercial computer software and commercial computer software documentation. Licensee shall ensure that each copy used or possessed by or for the Government is labeled with the following: "Manufacturer is ESi Acquisition, Inc., 823 Broad Street, Augusta, GA 30901. ALL RIGHTS RESERVED. PROPRIETARY PRODUCTS." For the purpose of any federal, state or local law, Licensee agrees that the Software and Documentation are trade secrets and proprietary commercial products of ESi and/or its third party licensors and are not subject to disclosure.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the day and year set forth above.

ESi Acquisition, Inc. ("ESi")	_____ ("Licensee")
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

1 *Term*

The initial Term of this Agreement is until 31 Dec 2016.

2. *Licensed Software*

Licensee has licensed the following Software:

Number of Licensed Machines	***Software***
1	WebEOC Pro 250 user, subscription
1	WebEOC Mapper
1	Dashboard plugin
3	WebEOC Core Subscription

Licensee also may install the Software to support "non-production" software development cycle activities:

Number of Licensed Machines	***Purpose***
0	Development/testing of Software Updates prior to placing in production (internal use only)
0	Training (internal use only)
0	Disaster Recovery

3. *Authorized Number of Users*

Licensee may provide access to the following number of Administrators and Users:

Administrators	3
Users	250

4. *Surge Capacity Plan*

Surge Capacity Plan has been purchased for term: [ ] Yes [X] No

5. *Emergency Response Program*

Client has enrolled in the Emergency Response Program: [ ] Yes [X] No

EXHIBIT B
Software Maintenance and Technical Support; Hosting Services

1. Definitions

For the purposes of this Exhibit, the following words have the meaning set forth below:

(a) "Application Service Provider" means an entity that maintains a shared hardware environment for the purpose of hosting and maintaining software and data on behalf of customers.

(b) "Availability" means Software site availability, or the capability for the customer's website to access and deliver ".html" formatted pages successfully to any permitted end user through an internet connection exclusive of processes, hardware and software beyond the control of ESi.

(c) "Hosted System" means the combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosting Services.

(d) "Hosting Services" means the installation and management of specified software applications by an Application Service Provider in a shared environment on behalf of a customer and exclusively for the benefit of permitted users of the Software.

(e) All other defined terms in this Exhibit B shall have the same meaning set forth in Section 2 of the Agreement, except where otherwise stated in this Exhibit.

2. Scope of Services

ESi shall provide the following services to address Licensee's software maintenance, technical support and Software hosting needs:

(a) ESi, acting as an Application Service Provider, shall provide Hosting Services to Licensee according to the provisions set forth in the Agreement. ESi shall notify Licensee promptly upon creation of Hosting Services account and provide Licensee with all information required to access such account. ESi, at its sole discretion, may provide and maintain such Hosted System and/or deliver such Hosted Services internally or through a qualified subcontractor.

(b) ESi shall provide and maintain the facilities, hardware, and networking components necessary to operate a high-availability, shared ASP Environment for the benefit of Licensee.

(c) ESi shall perform, at its convenience and after notice to Licensee, scheduled updates of Software as new releases become available. Such updates shall be scheduled to enable the simultaneous update of Software licensed to Licensee and all other ESi-hosted customers. Scheduled updates to Software, except for Modules, shall include correction releases (i.e. patches provided to correct software anomalies), point releases (i.e. modifications to current generation of software including enhancement and improvements), and level releases (i.e. new releases or new generation of software). ESi also shall install updates and security patches for other software, including operating system software, installed on hardware used to deliver Hosting Services. For Modules, ESi shall provide Licensee any updates released by ESi to correct errors affecting the operation of the Module, whether such error is caused by the Module itself or by an error in the WebEOC software, and any updates required to maintain compatibility with the WebEOC software. ESi shall not provide for any enhancements to the Module.

(d) ESi shall perform, as needed, emergency security updates to the Hosted System and Software to protect the ASP Environment from newly identified and widespread threats to the internet or internet-based services posed by worms, viruses and Trojans, or to address other vulnerabilities, with little or no notice to Licensee. Such updates shall be treated as scheduled outages and the outage period shall not be considered as service downtime in any performance assessment that may be conducted.

(e) ESi shall provide and maintain a redundant ASP Environment at a location that is geographically separated from primary ASP Environment to ensure continuity of Software access and operation in the event of any unforeseen outage, disaster or other event that may interrupt service at the primary location. Failover to the redundant ASP Environment is a manual process and service will be activated by ESi immediately upon notification of malfunction, unavailability or failure of primary ASP Environment.

(f) ESi shall notify Licensee in writing, via electronic mail or facsimile, of any planned service outages, i.e. for the purpose of performing Software updates or testing, or other inability to perform the services outlined in this Agreement.

(g) ESi shall schedule, perform and maintain a duplicate ("backup") record of Licensee's data. ESi shall perform hourly SQL transaction log backup to disk, daily full backup to tape, and weekly full backup of data to a central data library. Data backups are limited to SQL database server files (i.e. those files having a .mdf or .ldf file extension). Data backups shall be retained on-site for one week and off-site for three additional weeks.

(h) ESi shall provide Licensee with technical environmental support services. Such support services shall be available 24 hours per day, 7 days per week. Technical support services shall include assistance with problems related to ASP Environment, operating system and related software licensed by ESi on behalf of Licensee, data access, Hosted System access or similar problems. Technical support may be accessed by Licensee by calling the Technical Support Help Desk at (877) 771-0911 during regular business hours or after hours at (888) 735-9559. International customers may access Customer Support by calling +1 (706) 823-0911 during regular business hours or after hours at +1 (717) 657-8200..

(i) ESi shall make routine software support available to Licensee by telephone, electronic mail and, when required, remote session support, Monday through Friday, during the regular business hours of 0830 to 1900 Eastern Standard Time (excluding holidays). Routine software support includes assistance with the use and configuration of the software; assistance with identification and resolution of errors or defects assistance with application and use of new releases; general support for Board Builder and boards built by client, ESi or an ESi-certified technician; and access to WebEOC best practices, community-use status boards, "help" resources and other content made available through www.webeoc.com, a "customer only" web forum. Software support may be accessed by Customer by calling the Technical Support Help Desk at (877) 771-0911 or by electronic mail at support@esi911.com. International customers access Customer Support by calling +1 (706) 823-0911.

(j) ESi shall use its best efforts to correct any and all verified, reproducible errors that materially affect the operation and performance of the Software. Licensee shall notify ESi of such errors in writing, via post, facsimile or electronic mail, and such written notice shall include a description of each claimed error and a statement of the conditions under which the claimed error occurred. ESi shall use the information provided by Licensee to verify the claimed error and once such error is verified, ESi shall work to correct the error or, if ESi determines that such error cannot be corrected within the current release version of the Software, to develop a "work around" for that error. In the event that an error is resolved through implementation of a "work around," ESi will use best efforts to correct or eliminate the error in the next release of the Software.

(k) Services to be provided by ESi under this Agreement do not include assistance with third party products; training; installation of plug-ins, boards or modules; API support; or board building; or

maintenance, repair or correction of errors, defects or other operational or performance defects caused by Software configuration, modification, enhancement or programming provided by any party other than ESi or an ESi-certified technician. Any professional services described in this Section 2(k), or services required to repair or correct the errors and defects described in this Section 2(k), shall be provided on a fee-for-services basis at rates consistent with the ESi published price list in effect at the time services are rendered.

(l) Licensee may request performance of additional services by ESi. Such services shall be invoiced separately by ESi at the current published rate for labor and actual costs for materials and travel, if applicable.

3. Licensee Obligations

(a) The Licensee shall maintain, at Licensee's expense, a secure high speed internet connection through which to access its hosted Software.

(b) The Licensee shall appoint a designated point of contact and two alternate points of contact for its interactions with ESi. Licensee shall provide ESi with the name, job title, physical address, telephone number, facsimile number and electronic mail address for each of the contact persons. Licensee shall keep such contact information up-to-date and promptly notify ESi, in writing via electronic mail, of any changes.

(c) The Licensee shall use reasonable security precautions in connection with the use of services provided under this Agreement.

(d) The Licensee is responsible for any and all use and access to the Hosted System and Hosting Services by its employees, agents, contractors and permitted users of the Software and Hosting Services.

(e) The Licensee shall make best efforts to notify ESi in writing, via electronic mail or facsimile, of any planned non-emergency use of its Software, such as the occurrence of training sessions, drills and exercises, to aid ESi with the planning of any scheduled outages.

(f) The Licensee shall promptly notify ESi Customer Support of any identified Hosting Services outage that impairs Customer access to its Software so that ESi may manually activate the redundant ASP Environment and immediately commence work to restore service to the primary ASP Environment.

4. Service Level Assurances; Service Warranty

(a) All support calls received from Licensee shall be logged and tracked in the ESi customer support system as a "Customer Support Ticket." Each Customer Support Ticket shall include an initial assessment of the Severity Level of the request for support:

Severity Level	*Definition*
ASP 1	Hosting Services are not accessible to Licensee via a public internet connection.
ASP 2	Hosting Services are accessible, but performance is reduced or impaired.
Software, Severity 1	Any and all errors which, individually or collectively with other errors, prevent Licensee or permitted users of Licensee from performing useful work or are deemed by Licensee or any of its permitted users to be fatal to the operation of the Software.
Software, Severity 2	Any and all errors which, individually or collectively with other errors, disable major functions of the Software from being performed and are deemed by Licensee or any of its permitted users to have a severe impact on the operation of the Software.
Software, Severity 3	Any and all errors which, individually or collectively with other errors, disable only

	certain non-essential functions of the Software and are deemed by Licensee or any of its users to have degraded operation of the Software.
Software, Severity 4	All other errors not appropriately classified as Severity 1, Severity 2 or Severity 3 and are deemed by Licensee or its permitted user as having a limited impact on the operation of the Software.

(b) ESi shall make all commercially reasonable efforts to resolve Customer Support Tickets in accordance with the following schedule:

	Acknowledgement of Customer Support Ticket	Resolution
ASP1	Within 30 minutes	Failover to redundant ASP environment and/or correction of error as soon as possible.
ASP2	Within 2 hours	Failover to redundant ASP environment and/or correction of error as soon possible.
Software, Severity 1	Within 1 hour	Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Licensee within 1 business day;and Delivery by ESi of the object code fix or other permanent fix and revised documentation to Licensee within 10 business days.
Software, Severity 2	Within 4 hours	Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Licensee within 3 business days; and Delivery by ESi of the object code fix or other permanent fix and revised documentation to Licensee within 20 business days.
Software, Severity 3	Within 1 business day	Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Licensee within 10 business days; and Delivery by ESi of the object code fix or other permanent fix and revised

		documentation to Licensee within 45 business days.
Software, Severity 4	Within 5 business days	Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Licensee within 30 business days; and Delivery by ESi of the object code fix or other permanent fix and revised documentation to Licensee as appropriate.

(c) ESi represents and warrants that service availability of the ASP Environment will meet a "high availability" measure of 99.9 % system "up time," excluding scheduled outages. If ESi fails to meet this availability criteria within any month, upon Licensee request, ESi shall extend the term of this Agreement for one day for each day, or portion thereof, the ASP Environment is verified by Licensee and ESi to be unavailable in that month, up to a maximum of 30 days at no additional charge.

(d) ESi shall only be responsible for performance of components of the Hosted System and Services under its control. ESi shall not be responsible for performance deficiencies caused by processes, hardware and software beyond its control including, but not limited to, information transmission delays due to excessive internet traffic, internet outages, or failure of Licensee to perform its obligations under this Agreement.

(e) The warranties set forth in this Section shall be void if any breach of this warranty or failure of the hosting environment or Software is caused by unauthorized use, improper use or modification to Software made by Licensee or its authorized users.

5. Limitations on Use of Services

(a) Access to the Hosted System may not be rented, leased, sold, sub-leased, assigned or otherwise transferred for value by Licensee to any third party.

(b) Hosted System and Hosting Services are provided to support the Software which is an information management tool. Hosting Services are not guaranteed to be fault-tolerant or to provide fail-safe performance. Hosting Services are not appropriate for use in ultra-hazardous environments where failure of the Hosted System or ASP Environment may lead to bodily injury, death or destruction of property.

(c) Installation of software applications in ASP Environment is limited to software licensed to Licensee by ESi and software supplied by ESi either as a component of the Hosted System or to support delivery of Hosting Services.

(d) The Licensee shall not conduct any load testing, performance testing or any other test of the Hosted System which may degrade performance or limit or adversely impact availability of the ASP Environment for other customers.

6. Information Security and Business Continuity

(a) ESi shall perform all services hereunder consistent with its ASP Information Security Program ("Security Program"). Such Security Program shall set forth, at a minimum, ESi policies and procedures with respect to data classification and management, data and system back-ups, account and password management, physical security and access, network configuration and access, change management, media management and destruction, security training and awareness, and continuity of ASP Environment operations.

(b) Any sub-contractors used to deliver, or support delivery of the Hosting Services shall maintain an information security and business continuity program which is supportive of the Security Program.

(c) A copy of the Security Program is available, upon request and after execution of the ESi Non-Disclosure Agreement.

(d) Hosting Services are provided in a shared environment. Customization of information security, data management and/or business continuity practices to meet Licensee-specific needs is not supported.

EXHIBIT C
Payment Schedule

See quote Q3637. Year one invoice for full amount expected upon installation setup and invoice. Partial invoice may occur based on timing of deliverables. Year two and three subscription invoices will be sent/shipped prior to the anniversary of the installation date.

Back to Agenda

intermedix
ESi Acquisition, Inc. | an Intermedix Company

March 11, 2016

Statement of Work

WebEOC® Crisis Information Management Software Proof of Concept and services for Santa Cruz County, AZ – Border 2020

Intermedix | 6451 N. Federal Highway Suite 1000, Fort Lauderdale, FL 33308 | Phone: 954.308.8700 | Fax: 954.308.8725
ESi Acquisition, Inc. | 823 Broad Street, Augusta, GA 30901 | Phone: 706.823.0911 | Fax: 706.826.9911

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All work delivered to Customer is subject to the terms and conditions set forth in the WebEOC® End User License Agreement (EULA) accepted by Customer upon installation of the WebEOC software. Notwithstanding participation by members of the Customer's user community in requirements development, payment or other project activities, Customer rights and obligations under the EULA may not be transferred or assigned.

1.0 Services Overview

Intermedix will provide Santa Cruz County, AZ (hereinafter referred to as "Customer") with a Subscription WebEOC Core Implementation, installation and configuration of related modules until December 31, 2016.

2.0 Pricing and Schedule

The total pricing for Services is $30,000.00. The services price includes onsite and offsite professional services. The project will be invoiced as outlined in the milestone table in section 9.0. This SOW is good for 90 days from the last dated revision.

3.0 Services Delivery

Intermedix will begin the WebEOC Implementation process by providing the following services in support of this project. A temporary license of WebEOC Core to each of the three communities of Agua Prieta, Nogales, and San Luis Colorado in Mexico. As a test project, the limited period of performance will be from the award of the grant to approximately December 31, 2016. Santa Cruz County as the project lead will also receive a temporary WebEOC Pro license for the same time period. The Emergency Managers from Yuma and Cochise Counties will share access to the Santa Cruz WebEOC Pro so as to monitor and participate as needed. The flow of international communications is intended to flow to and from any of the WebEOC Core & Pro platforms thru the WebEOC Fusion Module maintained by Arizona Department of Emergency Management (AZDEMA).WebEOC® Mapper Professional Configuration

3.1.1 Intermedix will configure one (1) instance of WebEOC Mapper as part of the proof of concept subscription.

All provisions in APPENDIX B – WebEOC Mapper Professional Requirements. This work must be done in advance of the Training work as defined in Section 3.2.

3.2 WebEOC® Module

3.2.1 Intermedix will install and configure the following module(s) on the Customer's instance of WebEOC.
3.2.2 KML – three (3) are included as part of the proof of concept subscription
3.2.3 FUSION connections – four (4) are included as part of the proof of concept subscription
3.2.4 Dashboard – four (4) are included as part of the proof of concept subscription

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3.3 WebEOC Onsite Discovery and Training

3.3.1 WebEOC Administrator and Board building Training

Onsite services will begin with a brief kick-off meeting with the Customer. This meeting is intended to review the onsite schedule and meet with key stakeholders.

WebEOC *Professional* Administrator and Board Builder training is provided to WebEOC "Administrators". WebEOC Administrator class size should not exceed ten students. Although a minimum number is not specified, training should include enough system administrators to ensure one is available for duty during any protracted event.

WebEOC Administrator and Board Builder training is provided to the person or persons responsible for administering the system. Administrator training will provide instructions on how to setup and manage WebEOC. Administrators need not be IT professionals. *Users should not attend Administrator training.*

All on-site WebEOC courses require a classroom with a computer for each student, access to the network hosting WebEOC, and a data projector and screen for the instructor.

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Administrator Training	Administrator Training overview

• Adding Positions, Users and Groups
• Creating External Links (URLs)
• Creating Menus
• Creating Incidents and Master views
• Creating Reports
• Creating Admin Profiles
• Archiving Incidents and creating simulations
• Utilizing the Audit Log
• Setting up Dual Commit to share information with other WebEOC users
• General WebEOC settings
• Managing Sessions
• Utilizing Board Builder to design, implement, and maintain an unlimited number of electronic displays (status boards)
• Other Plug-Ins
Intermedix will train administrators on how to configure status boards using the WebEOC Board Manager. Boards can also be built using an HTML editor. Any HTML training is the customer's responsibility.
	• Logging in to WebEOC.
	• Understanding the Control Panel.
	• Understanding Forms, Links & Plug-ins.
	• Accessing, displaying and printing a Report.
	• How to communicate among WebEOC users using the WebEOC internal messaging plug-in.
	• Using the File Library to store and share files with other WebEOC users.
	• How maps or images can be displayed and annotated with markers, shapes and labels.
	• Discuss how information flows in the customer's specific WebEOC installation:
	  ○ Chronological Master Log
	  ○ Mission/Task
	  ○ Situation Reports
	• WebEOC plug-ins
	• Mapper Pro
	• Dashboard
	• KML

3.4 WebEOC® Process Configuration

3.4.1 Remote Process Configuration

Process Configuration is the offsite build-out of a Customer's WebEOC. Customers rarely implement all of the default, out-of-the box Status Boards or processes that come standard with WebEOC. Instead, they take advantage of the configurability WebEOC offers and implement their own unique requirements based on priorities and the allotted services time. This involves building new status boards, modifying existing, out-of-the-box status boards and/or importing and modifying where necessary status boards from other WebEOC users. In so doing, agencies are able to implement processes that meet the Customer's unique Event Reporting, Mission/Tasking, SITREP and other mission critical requirements.

Status boards are built and processes implemented based on Customer's business rules and workflow. To do this, we draw upon our vast knowledge of other implementations around the world and where possible, choose from an assortment of already developed boards that might meet Customer requirements. Based on the Implementation

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Requirements collected during Discovery, these boards, along with the out-of-the-box boards, are tailored to the extent necessary or new boards are developed from scratch. Whenever possible and requested, we take existing agency procedures into account when configuring WebEOC Status Boards. Adapting WebEOC to existing procedures minimizes the training required of agency personnel.

3.4.1.1 The scope of the Customer's purchase order will allow for the baseline implementation with the following boards and related processes.

3.4.1.2 Sign-in/ Sign-Out

3.4.1.3 Situation Report- from ADEM

3.4.1.4 213

3.4.1.5 214

3.4.1.6 Infra-structure Status

3.4.1.7 ICS forms

3.4.1.8 Any Customer changes or enhancement requests to what is outlined (3.4.1.1-3.4.1.8) will be included in the requirements document as additional work. Any requests that cannot be included in the initial configuration will be identified as new scope and a quote can be issued upon request.

3.5 WebEOC Validation and Targeted Training

3.5.1 Onsite Process Validation/Targeted User Training

Once a baseline process is developed and installed, *targeted* User training can be conducted. This training, tailored to the Customer's unique implementation of WebEOC, is administered to selected Users representing key EOC positions. A maximum of two three (3) hour sessions are conducted per day. User Training will require a classroom with a computer for each student, access to the network hosting WebEOC, and a data projector and screen for the instructor. Local interpreter will be provided by client for Spanish support.

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Targeted User Training

• Logging in to WebEOC.
• Understanding the Control Panel.
• Understanding Forms, Links & Plug-ins.
• Accessing, displaying and printing a Report.
• How to communicate among WebEOC users using the WebEOC internal messaging plug-in.
• Using the File Library to store and share files with other WebEOC users.
• How maps or images can be displayed and annotated with markers, shapes and labels.
• Discuss how information flows in the customer's specific WebEOC installation:
  ○ Significant Events
  ○ Mission/Task
  ○ Situation Reports
• WebEOC plug-ins

Upon completion of onsite training, Intermedix works with the Customer to address any issues identified and, where time permits, implements any needed changes.

3.6 WebEOC Closeout and Support

3.6.1 Closeout

Upon completion of the implementation activities, a final closeout meeting will be conducted on the final onsite day. This meeting will be used to transition from the Project Phase into the Ongoing Support Phase. The meeting will be used to review the deliverables with the business development representative, the Customer's Client Services Manager and the customer. The Deliverable Acceptance form will be provided to the Customer for sign off upon completion of the meeting.

3.6.2 Ongoing Customer Support

The business development VP (Brad Pond) will be responsible for all activity related to assisting Santa Cruz with the WebEOC suite of products.

4.0 Assumptions

- Key, Customer personnel will be available for the kick-off and onsite visits

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- Customer will supply a classroom with a computer for each student, access to the network hosting WebEOC, and a data projector and screen for the instructor for training.
- Customer is responsible for cost of additional travel expenses for any trips that are rescheduled at the Customer's request.
- Customer will sign the deliverable acceptance form within 14 days of delivery
- If additional Intermedix assistance is necessary outside of the agreed, purchase order, a Change Request will be required to create a new Purchase Order for services.

5.0 Services Engagement

The following process will be used for Customer to engage an Intermedix resource:

5.1 Upon receipt of the Purchase Order and signed SOW, Intermedix will notify the Intermedix designated Customer point of contact (POC) to schedule a project kick-off call and schedule the onsite days.

6.0 Delivery and Acceptance

Work will be deemed received by the Customer 24 hours after delivery. The Customer will have fourteen (14) calendar days from receipt to review and identify defects. If no feedback has been provided within 14 days of delivery, the solution will be deemed accepted.

7.0 Warranty

This solution is delivered with a ninety (90) day warranty against defects. During this warranty period, Intermedix will correct any bugs or deficiencies which impair or prevent solution from performing according to specifications. The warranty does not cover modifications made by the customer.

8.0 Invoicing

Customer will be invoiced for service upon acceptance of the milestones listed in section 9.0. All invoices are payable NET60.

9.0 Project Billing Milestones

The Project will be billed according to the fixed price milestones listed below:

Milestone	Description	Cost
1.	Milestone I – Project Planning, Software Installation, Module Configuration, Administrative and Board Building, WebEOC Proof of Concept	$30,000.00

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10.0 Contacts

Sales	Project Manager	Business Solutions
Molly Adams	Tiffany Leiden	Brad Pond
Inside Sales Specialist	Project Manager	VP Business Development
(706) 823-0911	(706) 262-2129	(803) 215-6449
Molly.Adams@Intermedix.com	Tiffany.Leiden@Intermedix.com	Brad.Pond@Intermedix.com

11.0 Agreement of Parties

This SOW and any Change Requests set forth the entire agreement of Customer and Intermedix with respect to the service and deliverables to be provided. Nothing contained herein obligates either party to enter into engagements beyond that stated herein.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives. All terms and conditions of the EULA, unless specifically amended herein, shall remain in full force and effect.

Name	_____	Name	Glenn Wilensky
Title	_____	Title	VP Professional Services
Signature	_____	Signature	_____
Date	_____	Date	_____
	Customer		Intermedix

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APPENDIX A – Change Request

CUSTOMER/COMPANY	
DOCUMENT AUTHOR	
DATE OF REQUEST	
PROJECT	
PURCHASE ORDER#	
PROJECT MANAGER	
CLIENT SERVICES MANAGER	
PROJECT STAKEHOLDERS	
DESCRIPTION OF REQUESTED CHANGE	
DESCRIPTION OF PROCESS CHANGE OR BUSINESS IMPROVEMENT	

APPENDIX B – WebEOC *Mapper Professional Requirements*

WebEOC Mapper Professional is installed on the WebEOC web server. Unless Customer opts to only use maps provided by ESRI ArcGIS Online, a separate server that hosts map services with ESRI® ArcGIS® Server software installed must also exist or be provided. Customers electing to use ESRI's ArcGIS Online data must have an ESRI ArcGIS Server License.

Requirements specified below apply to the WebEOC application (web) server.

- Intermedix WebEOC Professional, ST, or Air Version 7.6 or higher.
- Intermedix WebEOC *RRDM* (if enabling GIS functionality in *RRDM*)
- ESRI ArcGIS Server Standard (Workgroup or Enterprise) version 10.0 (or higher) or ArcGIS Server Advanced (Workgroup or Enterprise) version 10.0 (or higher) must be installed on a separate GIS server (the GIS server can be existing hardware). Customer must provide appropriate ArcGIS Server software.
- For non-ArcGIS Online customers, map and geocoding services must be configured on the customer's dedicated ArcGIS server. The customer map services on the ArcGIS server must:

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- Have a tile cache.
- Have REST interface support enabled
- If local maps will be used with ESRI online map data, ensure the projection of all map documents is in WGS 1984 (EPSG-4326) when using the map services that end in _2D. If using other map services, the local map documents need to be in Web Mercator (EPSG-102100) and Mapper will need to be configured to use this projection.

Note: While Mapper Professional supports map services in most projections, all map services displayed to a user that use cached tiles must be in the same projection. For example, a map service can use the Web Mercator (EPSG: 102100) projection. But in that case, all map services that use cached tiles must use that projection. Map services that use dynamic tiles and WMS map services can use different projections. Two different projections cannot be used at the same time in WebEOC Mapper Professional for map services with cached tiles

A matching version of ArcGIS Desktop to ArcGIS Server is necessary for publishing local map services to
ArcGIS Server for consumption by WebEOC *Mapper Professional*.

- The Routing tool in the user interface accesses ESRI's ArcGIS Online routing task service and requires an Internet connection to fully utilize the feature unless ArcGIS Network Analyst and ArcGIS Server Network Analyst Extension are available locally. If using local routing services, a map layer with full routing will need to be available as well.

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Back to Agenda

Change Orders

Change Number	Change Type	Description of Change	Requestor	Date Submitted	Date Approved	Status

Special Notes or Comments	

Intermedix Approvals

	Name	Signature	Date	Approved (Yes/No)
Intermedix Project Manager				
Intermedix Client Services Manager				
Intermedix EMSystems				

Customer Approvals

	Name	Signature	Date	Approved (Yes/No)
Position				
Position				

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OFFICE OF THE SHERIFF
OF SANTA CRUZ COUNTY

TONY ESTRADA
SHERIFF

RUBEN F. FUENTES
CAPTAIN

MEMORANDUM

DATE: March 16, 2016

TO: Honorable Rudy Molera, Chairman of the Board of Supervisors and members of the Board

THRU: Ms. Jennifer St. John
County Manager

FROM: Sheriff Tony Estrada

SUBJECT: Request for authorization to approve Resolution No. 2016-05

RECOMMENDATION:

Recommend approval of Resolution No.2016-05

BACKGROUND:

The Sheriff's Office, is submitting projects to be considered for funding in the form of reimbursable grants from the National Highway Traffic Safety Administration and the Federal Highway Administration through the Arizona Governor's of Highway safety. The GOHS grant(s) are for DUI, DUI Training, Selective Traffic Enforcement & Equipment, and Occupant Protection.

FINANCIAL IMPLICATIONS:

There will be no financial impact on Santa Cruz County's budget. This grant will support 100 % and no cash match required.

Cc: sheriff
file

SANTA CRUZ COUNTY

RESOLUTION NUMBER 2016-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SANTA CRUZ COUNTY, ARIZONA, PERTAINING TO THE SUBMISSION OF PROJECTS FOR THE CONSIDERATION IN ARIZONA'S 2017 HIGHWAY SAFETY PLAN

WHEREAS, the Governor's Office of Highway Safety is seeking proposals from the state and local agencies for the projects relating to all aspects of highway safety; and

WHEREAS, the County of Santa Cruz, through the Sheriff's Office, is interested in submitting projects to be considered for funding in the form of reimbursable grants from the National Highway Traffic Safety Administration.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Santa Cruz, Arizona as follows:

Section 1. THAT approval of the submission of the projects for consideration in Arizona's 2016 Highway Safety Plan is granted.

Section 2. THAT Sheriff Tony Estrada is the appointed agent for County of Santa Cruz, to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant.

PASSED AND ADOPTED by the Board of Supervisors of Santa Cruz County, Arizona, this 6th day of April , 2016.

_____

Rudy Molera , Chairman

_____

Manny Ruiz, Vice-Chairman

_____

John Maynard, Member

ATTEST:

_____
Melinda Meek, Clerk of the Board

APPROVED AS TO FORM:

_____
Charlene Laplante, Attorney for the Board

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution Number 2016-05 was duly passed and adopted by the Board of Supervisors of Santa Cruz County, Arizona at a regular meeting held on the 6th day of April 2016, and that a quorum was present thereat.

APPROVED:

_____
Clerk of the Board

Santa Cruz County

Department Staffing Request

Department Emergency Management Date needed ~~3/30/2016~~ 4/6/16

The position requested is (check whichever applies)

_____ to fill a vacancy created by _____

__X__ a new position

Position Title Emergency MANAGEMENT Programs Coordinator Source of Funding BECC Grant TAA16-011 CFDA# 66.931

Position is _____ Temporary Full Time __X__ Temporary Part-Time

_____ Permanent Full Time _____ Permanent Part-Time

Benefits (if grant Funded)? _____ Yes __X__ No

Is new job description required? __X__ Yes _____ No Attached Scope of Work

---

Personnel Review

Salary Range _____ Entry Level Salary ~~$22.00~~ 18.02/hr

Budgeted Position _____ Yes __X__ No BUT GRANT FUNDED

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

I. Title of Project

HazMat capacity building in the Arizona-Sonora border region through training & access to web-based tools.

II. Background/Identified Problem

Currently there is no organized method to share hazardous materials release information between the United States and Mexico. Current process consists of perhaps a phone call or e-mail to a single County Emergency Manager, or communication with the Duty Officer at the Arizona State Division of Emergency Management and Military Affairs, or some report to EPA Region IX, or some other relationship based communications. At times, the first knowledge the United States has of an event is a newspaper or television news story.

For example the following is an excerpt from the Border 2020 Communications Task Force Report from December 2014:

- *There does not seem to be any organized contact system for neighboring Cities or other jurisdictions. One participant told us they have the phone number of the railroad written on the bulletin board in their radio room. This contact is apparently a person and not an agency contact. In case of a major incident where they need additional resources, someone calls C4 via phone. This is done since the 611 number is not subject to cell phone pre-pay of minutes.*

In a two-year period there were train derailments in Naco, Mexico (8/6/2013 Sulfuric Acid); Nogales Sonora (9/21/13 automobiles); and near a mine South of Nogales, Sonora (8/25/14 Sulfuric Acid.) On another occasion Nogales Firefighters were called to a scene where radiation equipment was discarded into a public area rather than being properly disposed of (2/22/14.) In each of these situations there was no coordinated or tracked communication or protocol that was followed, thus there was no common operating picture (COP) that could be shared with all the interested parties.

On the 8/25/2014 Sulfuric Acid Spill, the Arizona Department of Environmental Quality had a desire to know the exact location of the spill and how much was spilled. Their concern was derived from watersheds in Mexico that would carry the hazardous substance into the waterways of the United States at Nogales, Arizona. Initially Mexico provided a railroad marker milepost location, but the plot of the spill was miles away from the true location. Frantic phone calls were made trying to determine the extent of the spill and the actual location, but reliable information was days in coming forward.

This project will facilitate data and information exchange by providing training on several software applications to plan for and respond to chemical emergencies. Activities will provide support to first responders in the Northern Sonora and Arizona Border 2020 region. Training will include the following:

- WebEOC (Web Based Emergency Operations Center) allows real time communications amongst responders at the scene with command personnel. This secure site web-based software will be accessible from both sides of the border during this test period. A limited number of persons will be licensed to use the website and will be issued a log-in and password for access.
- CAMEO (Computer-Aided Management of Emergency Operations) can be used to access, store, and evaluate information critical for developing emergency plans.
- ALOHA allows the user to estimate the downwind dispersion of a chemical cloud.

Overall the WebEOC portion of this project will be a proof of concept to improve the common operating picture (COP) for emergency management and emergency responders via pre-scheduled/ periodic use of this technology. The intent is to provide a <u>temporary</u> license to each of the three communities of Agua Prieta, Nogales, and San Luis Colorado in Mexico along the border with WebEOC Core. As a test project, the limited period of performance will be from the award of the grant to approximately December 9, 2016. Santa Cruz County as the project lead will also receive a temporary WebEOC license for the same time period. The Emergency Managers from Yuma and Cochise Counties will share access to the Santa Cruz WebEOC Core so as to monitor and participate as needed. The flow of

international communications is intended to flow from any of the WebEOC Core platforms in Mexico to the WebEOC Fusion Module maintained by AZDEMA then to the Santa Cruz County WebEOC platform, or in reverse. Overall, the plan is to greatly improve cross-border communication since the US/ Mexico border counties will be able more easily and completely cross-communicate, post maps, upload pictures, etc. This is especially important when dealing with hazardous material releases that may carry toxic, radiological, or groundwater contamination hazards.

Within WebEOC are a series of communication boards on which to post information such as general messages (Board 104), resources needed for the event (Board 103), resources already enroute (Board 103), situation status reports (Board Sit Rep), users currently on the system (Board Log-in/ Log-out), and advanced mapping to denote the location of the spill/ shelters/ command centers, etc. (Board Mapper.) When a massage is posted, the importance of the message is color-coded, and each message is time stamped to the second. All communications are archived and are available forever. This becomes important when litigation or event analysis takes place. The format of these Boards are the same as those currently in use by the National Emergency Management System (NIMS.) Something as simple as the correct spelling of the hazardous material that was released can have a significant impact on all levels of management for the overall emergency.

Additionally, since the linkage between the platforms is via the Arizona Division of Emergency Management and Military Affairs (AZDEMA) Fusion Bridge, not only will the individual participants will have an improved knowledge of all aspects of the emergency situation, but also Arizona State Emergency Management and other participants currently on the AZDEMA WebEOC website (Arizona Department of Transportation, Corrections, Arizona Department of Public Health, Arizona Department of Environmental Quality, etc.)

> The AZDEMA Fusion Bridge is an existing add-on within the current AZDEMA WebEOC system. What the bridge does is to allow divergent WebEOC systems to cross-communicate. Users of the system can see each and every general message, resource need request, resources already at the emergency scene, the exact location of the emergency, the location of shelters and command centers, actual pictures or video from the scene, and who is managing the emergency and support services. Rather than making hundreds of phone calls or trying to create e-mail sharing, WebEOC becomes a "Platform based force multiplier" to share important information to all of those who need to know.
>
> As a general example: WebEOC System A posts a picture in jpeg format and wishes to send the picture to WebEOC System B. WebEOC System B does not support jpeg format, so they are not able to view the picture. People running System B need to copy the picture from WebEOC, then download the jpeg drivers so they can see the picture- valuable time is lost.
>
> What the Fusion Bridge does is to take the System A jpeg picture and "fuse" or modify it into a format that System B can use.

The project will be implemented in collaboration with the Border 2020 Arizona-Sonora Emergency Prevention, Preparedness and Response Task Force. The Task Force has a track record of providing First Responder Awareness, First Responder Operations, HazMat Technician, Incident Command System, Traffic Incident Management and other training on a quarterly basis in conjunction with Task Force meetings in Agua Prieta, Nogales and San Luis Colorado.

III. Objectives

- Access to WebEOC Core for the Mexico jurisdictions of Agua Prieta, Nogales, and San Luis Colorado, as well as Santa Cruz County. Bi-National emergency management and emergency responders will have access to the system during the testing period. We anticipate Mexico will have Protection Civil, C4, Fire Departments,

Law Enforcement, and the Institute Technological on the system. On the US side, Santa Cruz County will coordinate the project, but Cochise County, Yuma County, and the AZDEMA will be on the test as well.

- Weekly tests of WebEOC coordinated and initiated by Santa Cruz County with the noted jurisdictions in Mexico to ensure proper lines of communication and skills development.
- Periodic simulations (e.g., HazMat spills) created through WebEOC to ensure readiness.
- Capstone simulation(s) documented in WebEOC as part of the International Integrated Emergency Management Course (IEMC) to be held at the National Emergency Training Center (NETC) during August 2016. We are currently working with the NETC lead team on these simulations, but we believe they will involve a major wildland fire, a hazardous materials spill, and a flood scenario affecting each of these cross-border jurisdictions. These Table Top Exercises (TTX) will utilize WebEOC as a cross-border communication platform, and as a method to document all operational aspects of the TTX.
- Overview training on CAMEO, ALOHA and MARPLOT for Northern Sonora & Southern Arizona 1st Responders (Bomberos, Police and Firefighters) trained in conjunction with at least one quarterly Task Force meeting(s) in San Luis, Agua Prieta, Puerto Penasco, or Nogales.
- Project troubleshooting and tech assistance with the WebEOC website via Intermedix who is the WebEOC developer and vendor.

This effort meets the objectives of Goal 4- Enhance Joint Preparedness for Environmental Response, and Region IX's Emergency Preparedness and Response Task Force, of the Border 2020 Program.

The Santa Cruz County Office of Emergency Management has already provided training to Mexico to include Incident Command, advanced hazard prediction modeling such as Simtable, and Wireless Information System for Emergency Responders (WISER.) Additionally our office is coordinating the WebEOC portion of the project with the developers of the program. We anticipate hiring a bi-lingual part-time employee to implement the weekly testing, project documentation, and program reporting. The overall strategy and scope for simulations will come from the project team that will include:

- The Director of Emergency Management
- The Emergency Management Planner
- The Emergency Management Specialist, and
- The Emergency Management part-time employee assigned to this project

IV. Tasks/Activities of Work Plan

Once this grant is approved by the Santa Cruz County Board of Supervisors, and a signed contract is in place, we anticipate the following will occur:

<u>WebEOC</u>

- Contract with WebEOC developers for "WebEOC Core" licenses for Mexico/ Arizona sister cities of Agua Prieta, Nogales, San Luis Colorado, and Santa Cruz County. (April 2016)
- Hire the part-time employee to manage the day-to-day operations of the project. (March/ April 2016 or when grant is approved)
- Prepare workspace and computer support for part-time employee. (February/ March 2016)
- Identify a core user team in the participating jurisdictions within Mexico and the US border Counties. (March/ April 2016) We believe the core group from Mexico will include: Civil Protection, Profepa, C4, and the Institute Technological. The core group from US will include: Emergency Managers from Cochise, Yuma and Santa Cruz Counties, as well as affiliated staff from these Counties and AZDEMA.
- Develop and implement webinars for initial training for the core user team. (April 2016)
- Provide for at least two follow-on workshops for skill building. (May 2016)
- Troubleshoot the cross-border communications via the AZDEMA Fusion add-on for WebEOC. (ongoing)
- Begin weekly test of WebEOC (May 2016)

- Simulation test #1 (June 2016) We anticipate this simulation will be at a low level to simply demonstrate mapping, picture loading, and general communications ability for a truck overturn incident or train derailment. However, the level of this simulation will be determined by the current functional ability of the core team at that time. Each week we will be exercising general message boards, sign-in/sign-out rosters and the like. Once competence is achieved with these general boards, we will begin to exercise more complex boards such as Mapper to be accessed during the upcoming Simulation Tests.
- Capstone simulations as part of the IEMC (August 2016)
- Simulation Test #2 (November 2016) We anticipate this simulation will be at a low level to simply demonstrate mapping, picture loading, and general communications ability for an area flooding or wildfire incident. However, the level of this simulation will be determined by the current functional ability of the core team at that time.
- Begin preparation of final report and submission of final report and improvement plan recommendations (November/ December 9, 2016 is the final submission date)

CAMEO/ALOHA/ MARPLOT

- CAMEO/ ALOHA/ MARPLOT overview training. (Training will be done at one or more of the quarterly Border 2020 Task Force meeting as a pre-conference workshop)

V. Measurable Results (outputs and outcomes)

Outputs-

1. At least one (1) workshop overviewing the use of CAMEO/ ALOAH/ MARPLOT will have been presented as a part of the Border 2020 Task Force quarterly format.
2. WebEOC licenses will be in place for the user jurisdictions during the period of performance.
3. Webinars on the use of WebEOC Core will have been offered by the developer for the core user group.
4. At least 50% of the weekly WebEOC Core tests have been performed.
5. At least 2 of the 3 simulation tests have been performed.
6. A final report on the project was submitted with improvement recommendations.

Outcomes-

1. Following the end of the project, the core users will have an improved capability to cross-communicate and develop a more robust common operating picture. (COP)

VI. Grant Schedule

Once this grant is approved by the Santa Cruz County Board of Supervisors, and a signed contract is in place, we anticipate the following will occur:

WebEOC

- Contract with WebEOC developers for "WebEOC Core" licenses for Mexico/ Arizona sister cities of Agua Prieta, Nogales, San Luis Colorado, and Santa Cruz County. (April 2016)
- Hire the part-time employee to manage the day-to-day operations of the project. (March/ April 2016 or when grant is approved)
- Prepare workspace and computer support for part-time employee. (February /March 2016)
- Identify a core user team in the participating jurisdictions within Mexico and the US border Counties. The next scheduled 2020 Task force meeting is slated for April 7, 2016 in San Luis Colorado. We have requested a pre-conference workshop to brief the user group on the overall project at that time. (April 2016)
- Develop and implement webinars for initial training for the core user team. (April 2016)
- Provide for at least two follow-on workshops for skill building. (May 2016)
- Troubleshoot the cross-border communications via the AZDEMA Fusion add-on for WebEOC. (ongoing)
- Begin weekly test of WebEOC (May 2016)
- Simulation test #1 (June 2016)

- Capstone simulations as part of the IEMC (August 2016)
- Simulation Test #2 (November 2016)
- Begin preparation of final report and submission of final report and improvement plan recommendations. The Border 2020 Task Force is currently working a re-write of the Bi-National Plan, but has not yet scheduled work sessions to perform the re-write. We believe, as a test project to improve cross-border communications, the recommendations of this test may have a significant impact on the re-write of the Bi-National Plan. If successful outcomes are achieved, the Border 2020 Task Force may want to look for more sustained funding for WebEOC for Mexico as Arizona already has existing capability. If there are failures or areas of needed improvement, the same Task Force may opt for another test, or consider enhancing existing communication protocols within the Plan. (November/ December 9, 2016 is the final submission date)

CAMEO/ALOAH/ MARPLOT

- CAMEO/ ALOAH/ MARPLOT overview training. (Training will be done at one or more of the quarterly Border 2020 Task Force meeting as a pre-conference workshop)

VII. Quality Assurance/Quality Control (QA/QC) as applicable

Internal QA/ QC will be performed by the project team that will include:

- The Director of Emergency Management
- The Emergency Management Planner
- The Emergency Management Specialist, and
- The Emergency Management part-time employee assigned to this project

External QA/ QC will be derived from the co-chairs of the Border 2020 Task Force

VIII. Staff and Sub-consultant Capabilities

The Santa Cruz County Office of Emergency Management has already provided training to Mexico to include Incident Command, advanced hazard prediction modeling such as Simtable, and Wireless Information System for Emergency Responders (WISER.)

The current Director of Emergency Management regularly participates in the Border 2020 Task Force. The current Emergency Management Specialist is affiliated with the 5th Phase Group and she is already working on translating ICS 100, 200 and 700 into Spanish. The current Emergency Planner has coordinated several training sessions with emergency responders from the US and Mexico and often attends the Border 2020 task force meetings. The part-time employee has been interviewed and is completing ICS 100, 200, 700 and 800 training. This employee has a pre-scheduled orientation session on how to use the existing WebEOC program in use by Arizona.

IX. Cost Breakdown Budget

Staff/Personnel Fees: Santa Cruz County Office of Emergency Management Part-time employee assigned to this project- $22.00/ hr. not to exceed $18,876.00.

Computer/ office workspace/ phone/ uniform/ office supplies: $1,124.00

WebEOC license for the project jurisdictions, webinar training/ seminar workshops to include travel: $30,000.

Total project cost: $50,000.00

X. Reporting Schedule to BECC/EPA

Due to the short duration of this project, bi-monthly progress reports will be generated within 25 days of the close of each of the bi-monthly period. The final report will be submitted by December 9, 2016 as the grant period of performance ends on is December 31, 2016.

Each report will have, at minimum, the following areas of content:

- A comparison of actual accomplishments as compared to the objectives established for the period
- Outputs and outcomes where possible
- The reasons for slippage if established objectives were not met
- Additional pertinent information

EXHIBIT "B"
BORDER 2020 PROJECT
BI-MONTHLY REPORT

Santa Cruz County

Department Staffing Request

Department Schools Office Date needed 3/30/2016

The position requested is (check whichever applies)

✓ to fill a vacancy created by resignation by Hector Gerardo

_____ a new position

Position Title ~~Project~~ Program Director Source of Funding X-719

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 _____ Entry Level Salary 45,000 - $50,000

Budgeted Position _____ Yes X No GRANT FUNDED

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

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Santa Cruz County

Department Staffing Request

Department Community Development Date needed _____

The position requested is (check whichever applies)

X to fill a vacancy created by retirement

_____ a new position

Position Title Community Development Director Source of Funding General Fund

Position is _____ Temporary Full Time _____ Temporary Part-Time

X Permanent Full Time _____ Permanent Part-Time

Benefits (if grant Funded)? _____ Yes _____ No

Is new job description required? _____ Yes X No

Personnel Review

Salary Range 86 Entry Level Salary $72,690

Budgeted Position X Yes _____ No

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

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SANTA CRUZ COUNTY HEALTH DEPARTMENT

MEMORANDUM

DATE: March 22, 2016

TO: Board of Supervisors

FROM: Jennifer St. John, County Manager

RE: **LEASE SUPPLEMENT BETWEEN SANTA CRUZ COUNTY AND ACTION IMAGING GROUP (LESSOR: US BANK EQUIPMENT FINANCE) FOR A RICOH MP 3503 COLOR COPIER/PRINTER/SCANNER/FAX FOR HEALTH DEPARTMENT**

RECOMMENDATION:

Staff recommends approval of 36 month Lease Supplement between Santa Cruz County and Action Imaging Group (Lessor: US Bank Equipment Finance) for a Ricoh MP 3503 color coper/printer/scanner/fax for the Health Department.

BACKGROUND:

The Health Department's current copier/printer/fax/scanner which was used for a few years by Emergency Services and then transferred and purchased by the Health Department in September, 2010, is not currently functional and needs immediate replacement. The machine is old and is apparently beyond repair. At the present time, the department has to borrow other departments' equipment to be able to continue the department's daily functions. Having to use other departments' equipment is a hardship on the department and is also not acceptable for processing non-public records like Vital Records.

FINANCIAL IMPLICATIONS:

This is a 36 month Lease Supplement that will cost the County the amount of two hundred ninety eight and 17/100 dollars ($298.17) per month.

PROPOSED MOTION:

Move to approve 36 month Lease Supplement between Santa Cruz County and Action Imaging Group (Lessor: US Bank Equipment Finance) for a Ricoh MP 3503 color coper/printer/scanner/fax for the Health Department.

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Speed	Segment	Impressions Per Minute	Manufacturer's Part Number	Retail	US Communities Contract Equipment Purchase Price	Our Leasing 36 Monthly Payments NonAppropriation
35	**Ricoh MP C3503****		416509	**$14,900**	**$6,114**	**$187.09**
2 x 550 sheets		Paper Feed Unit PB3160	416544	1,650.00	514.00	**$15.73**
		Bridge Unit BU3070**	416551	$220.00	$154.00	**$4.71**
		Finisher SR3160 (3,000 Sheet Externa	416541	$3,550.00	$1,794.00	**$54.90**
		Punch Unit PU3060 NA**	416612	$1,000.00	$332.00	**$10.16**
		Fax Option Type M4**	416564	$1,400.00	$836.00	**$25.58**
				Total 45ppm	**$9,744.00**	**$298.17**

Our Contract Pricing

$0.0055 per Copy B/W

$0.0482 Color

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usbank EQUIPMENT FINANCE

Lease Supplement

APPLICATION NO.	LEASE AGREEMENT NO.	SUPPLEMENT NO.

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
Santa Cruz County			2150 North Congress Drive	
CITY	STATE	ZIP	PHONE	FAX
Nogales	AZ	85621	(520) 375-7800	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
Santa Cruz County Health Services				
CITY	STATE	ZIP	DBA	

EQUIPMENT ADDED

MAKE/MODEL/ACCESSORIES	SERIAL NO.
1. Ricoh MPC3503	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

☐ See the attached Schedule A

EQUIPMENT DELETED

MAKE/MODEL/ACCESSORIES	SERIAL NO.
1.	
2.	
3.	
4.	

TERM

For either option below, the start date will be set to be on the same day of the month as for the previous Lease Agreement and/or Supplement(s), unless Customer makes a request for a different start date.

_____ Mos. Termination date of this Supplement will coincide with the termination date set forth in the Lease Agreement and/or previous Supplement(s) (as applicable).

36 Mos. Termination date will not be set to coincide with any other Lease Agreement or Supplement.

PAYMENT SCHEDULE

Monthly Payment* $ $298.17 **plus applicable taxes*

TERMS AND CONDITIONS

You have requested this Supplement to the Lease Agreement (or Supplement) as set forth above. You agree that the Payment on the Supplement is in addition to your original Agreement. Except for the specific provisions set forth above, the original terms and conditions set forth in the Lease Agreement and any personal guaranty(s) shall remain in full force and effect and are incorporated herein by reference.

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the supplier, and you may contact the supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Supplement (or until you default). Your approval as indicated below of our purchase of the Equipment from the supplier is a condition precedent to the effectiveness of this Supplement.

Print Name: Signature: X

Customer (as referenced above): Santa Cruz County Date of Delivery:

CUSTOMER ACCEPTANCE

This is a Supplement to the Agreement identified above between Lessor and Customer, all the terms and conditions of which are incorporated herein. Upon the execution of this Supplement, Customer hereby agrees to lease from Lessor the Equipment described above. By signing below, you certify that you have reviewed and do agree to all terms and conditions of the Agreement and this Supplement. The Equipment and terms of this Supplement are in addition to the Equipment and terms stated in the Agreement.

Print Name: Signature: X Title:

Customer (as referenced above): Santa Cruz County Dated:

LESSOR ACCEPTANCE

Print Name: Signature:

Lessor: **U.S. Bank Equipment Finance** Dated:

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Santa Cruz County

2150 N Congress Dr
Nogales, AZ 85621
(520) 375-7800

Service Contract

Action Imaging Group
3970 S Evans Blvd Tucson, AZ 85714

Monday, March 21, 2016

ADD: NEW EQUIPMENT

EQUIPMENT	SERIAL #	I.D. #	CATEGORY	B&W VOL	COLOR VOL	LOCATION
MP-C3503			Color Copier	0	0	2150 N Congress Dr

REMOVE: OLD EQUIPMENT

EQUIPMENT	SERIAL #	I.D. #	CATEGORY	B&W METER	COLOR METER	LOCATION

MONTHLY TOTALS:

SERVICE	VOLUME	RATE	TOTAL	OVERAGE
B&W Copier	0	0.00550	$ 0.00	0.00550
Color Copier	0	0.04820	$ 0.00	0.04820
			$ 0.00	

PER MONTH

Coverage: All Inclusive FSM
Term: 12 Months
Effective: March 30, 2016

Sales Rep: Trent Duran

Bill to: #N/A
Overages to: Santa Cruz County

BASE BILLED: *monthly*
OVERAGES BILLED: *monthly*

This agreement ("Agreement") is by and between Santa Cruz County ("Customer") and Action Imaging Group ("Vendor"). By signing below Customer agrees to the Terms and Conditions on both sides of this Agreement.

X _____ TITLE: _____

PRINT NAME: _____ DATE: _____

TERMS AND CONDITIONS

COVERAGE This Agreement covers maintenance services for the equipment ("Equipment") as described herein, provided at the Equipment's location as indicated on the face hereof, Monday through Friday, except holidays, during normal business hours. Preventive maintenance for the Equipment will be provided as determined by Vendor. Remedial maintenance will be provided after notification by Customer that Equipment is in need of service. Extended service may be provided during holidays and nonbusiness hours at additional charge.

INCLUDED IT SUPPORT: Covers labor and parts for connected devices that allow the Equipment to interface with networks (such as external or internal print control devices, network interface cards, fiery controllers or items that enhance the functionality of these devices) and the setup and configuration of related software for these devices *for 90 days from the date of installation*. Maintenance of, repairs to or damage caused by Customer's computer systems, networks, servers, peripheral devices, connection cabling, or application software are excluded.

SCOPE OF COVERAGE This Agreement covers labor and materials or adjustments, repair and replacement of parts necessitated by normal use of the Equipment with the following exceptions: damage to the Equipment arising out of misuse, abuse, negligence, relocation of Equipment or other causes beyond Vendor's control; damage resulting from lightning, electrical surges, spikes or other electrical problems; if the Equipment has been modified, damaged, altered or serviced by personnel other than those employed or authorized by Vendor; or if parts, accessories, components or supplies not authorized by Vendor are fitted to or used in the Equipment. Services rendered and parts replaced under any of these circumstances will be billed at Vendor's standard retail rates then in effect, and this Agreement will be rendered voidable at Vendor's option. All Inclusive FSM covers parts, labor, toner, developer and drum. WHITE AND CLEAR TONER AND DEVELOPER ARE NOT COVERED. Limited Maintenance Agreement (LMA), Printer Maintenance Agreement (Printer MA) and Fax Maintenance Agreement (Fax MA): Covers labor and parts only; drums, developers, fusers or fuser maintenance kits are excluded unless otherwise provided for herein. Paper and staples are excluded from all coverages.

SERVICE CALLS AND REPAIR & REPLACEMENT OF PARTS Normal business hours are Monday through Friday, 8:00 AM to 5:00 PM. Service calls under this Agreement will be made during these hours at the location(s) listed herein. Travel and labor time for service calls outside of Vendor's normal business hours will be charged at Vendor's overtime rates in effect at the time that the service call is made. All parts necessary for proper operation of the Equipment, subject to the Scope of Coverage (see above), will be furnished free of charge during service calls provided under this Agreement:

RECONDITIONING When in its sole discretion Vendor determines a shop reconditioning is necessary to keep the Equipment in working condition, Vendor will submit to customer an estimate of the needed repairs and the cost thereof, which will be in addition to the charge payable under this Agreement. Vendor will provide Customer with suitable loaner equipment, charging only for copies/pages/prints/scans made at the rate listed on page one of this Agreement, while the Equipment is being reconditioned. Copier drums will be included, if necessary, only if this Agreement is drum inclusive. If Customer does not authorize such reconditioning, Vendor may discontinue service of the Equipment under this Agreement, refunding or crediting the unused portion of the Agreement charge, or may refuse to renew this Agreement upon expiration. Thereafter, service will be available on a "Per Call" basis, at applicable rates then in effect.

TERM This Agreement shall become effective upon execution or receipt of payment by Vendor of the maintenance charges provided for herein, and coverage shall be continuous for the Term or Volume as specified herein, whichever occurs first. In the event that the indicated Volume is used in full, Vendor will continue to maintain the equipment at the overage rate set forth herein, billed in arrears, for the remainder of the Term. Unless Vendor is notified in writing at least thirty (30) days prior to the expiration date, this Agreement shall be renewed for the same successive Term and under the same terms and conditions as stated herein, except for rates and charges, which will be set at the prevailing rates then in effect.

CANCELLATION This Agreement is non-refundable and may not be transferred if equipment is sold or if title is otherwise transferred without Vendor's written authorization.

METERS Customer is responsible for providing accurate meter readings for the Equipment. Unless specifically stated otherwise, Customer will allow Vendor to install a monitoring tool on Customer's network, the purpose of which is only to monitor the operational status of the Equipment and take meter readings as necessary. There is no charge for this service. If Customer refuses this service and subsequently fails to provide timely meter information, Vendor may either estimate meters based on past usage, or acquire meters by sending personnel onsite. In either case Customer shall pay vendor a Service Charge of $7.00 for each such estimated or acquired meter reading.

CHARGES The initial charge for maintenance under this Agreement shall be the amount set forth as the "Rate" on page one of this Agreement. The maintenance charge with respect to any renewal term will be Vendor's charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within ten (10) days of the date of invoice for such charges. Customer understands that use of sub-standard supplies that cause excessive service calls or that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges when due.

PAST DUE BALANCES If Customer has any past due balances with Vendor for any reason, service under this agreement may be suspended until the full past due balance has been satisfied. Finance charges in the amount of 1.5% per month will be assessed on all past due balances.

BREACH OR DEFAULT If Customer does not pay all charges as provided in this Agreement: (1) Vendor may (a) refuse to service the Equipment or, (b) furnish service on a C.O.D "Per Call" basis at Vendor's labor rates and (2) Customer agrees to pay Vendor's costs and expenses of collection including reasonable attorney's fees permitted by law in addition to all other rights and remedies available to Vendor. All equipment sold by Vendor is designed to give optimal performance when operated within the following guidelines:

(1) Equipment must be installed in a normal setting, free from excessive dust, humidity, temperatures and ammonia or other corrosive fumes.
(2) Equipment must operate on an isolated electrical line. Equipment must at all times be operated on a UL approved electrical circuit, with proper current, voltage and type of outlet.
(3) Equipment must be connected to a power surge protection device recommended or approved by Vendor.
(4) Equipment should only be operated within the specified operational and general usage specifications as set forth by the manufacturer.
(5) Only supplies within manufacturer required specifications may be used.

If Customer operates any equipment outside the above listed guidelines and thereby causes abnormally frequent service calls or service problems, then Vendor may, at its option, terminate this Agreement immediately. In that event, Customer will be offered service on a "Per Call" basis at published rates. In the event that the equipment is moved from the installation address set forth on page one of this Agreement, then, at Vendor's option, the Agreement pertaining to the moved equipment may be terminated or an additional service charge may be added to the basic charge also set forth on page one of this Agreement. If, in the course of moving the equipment Customer or Customer's agent causes damage to the equipment, the customer will be responsible for any charges necessary to bring the equipment back into full operational specification and operation.

WARRANTY Other than the obligations set forth herein, Vendor disclaims all warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Vendor shall not be responsible for direct, incidental or consequential damages, including, but not limited to, damages arising out of the performance of the equipment or the loss of use of the equipment and customer hereby waives any claims related thereto.

MISCELLANEOUS a) This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to agreements wholly negotiated, executed and performed in Arizona. This constitutes the entire agreement between parties and may not be modified except in writing signed by duly authorized officers of Vendor and Customer.

b) If toner is included, consumption shall be within 20% of the manufacturer's suggested yields. Toner consumption exceeding 20% of the manufacturer's suggested yields will be charged at current retail price. For all contracts including toner, a freight fee may be assessed based on volume of use.

c) Full Service Maintenance is only available for equipment having a valid manufacturer serial number and UL certification.

d) Customer agrees to make available and designate a suitable key operator for training in the use of the equipment. Should the employment status of designated operator change so as to affect the operator's availability to perform the assignment, Customer shall inform Vendor immediately. A designated key operator shall also be responsible for providing Vendor with monthly meter readings.

e) Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to charges billed per this Agreement.

f) Work Space: Customer agrees that Vendor shall have full and free access and sufficient workspace to provide service on the Equipment.

g) Acceptance: This Agreement shall not be effective until it has been approved and accepted by Vendor.

h) Entire Agreement: This Agreement sets forth the entire understanding of the parties with respect to the subject matter contained herein and is binding upon both parties in accordance with the terms and conditions. There are no understandings, representations, and agreements other than those set forth herein. This Agreement shall not be amended or altered except in writing and signed by the authorized representatives of the parties.

SIGNED		CUSTOMER	**Santa Cruz County**
NAME		SALES REP	**Trent Duran**
TITLE		DATE	**March 21, 2016**

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY
Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= $25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Friends of the Patagonia Library

SECTION 2 Non-Profit/IRS Tax Exempt Number: 74-2437923

SECTION 3 The organization is a: (check one box only)

☒ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☐ No

Name of Business	License Number	Phone (include Area Code)
Arizona Hops and Vines, LLC.	13123013	(301) 237-6556

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☐ Dispense and serve all spirituous liquors under special event
☑ Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? ☑ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: Arizona Hops and Vines

Address of Location: 3450 Highway 82 (Street) Sonoita (City) Santa Cruz (COUNTY) AZ (State) 85637 (Zip)

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☑ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Archibald (Last) Susan (First) M (Middle) 6-24-52 (Date of Birth)
2. Applicant's mailing address: PO Box 817 (Street) Sonoita (City) AZ (State) 85637 (Zip)
3. Applicant's home/cell phone: (520) 990-4648 Applicant's business phone: (___) _____
4. Applicant's email address: EggSueTrev@AOL.com

RECEIVED
MAR 28 2016

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐ Yes ☒ No **(If yes, attach explanation.)**

2. How many special event licenses have been issued to this location this year? 0
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☑ Yes ☐ No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Arizona Hops and Vines Percentage: 75%

Address 3450 Highway 82 (Street) Sonoita (City) AZ (State) 85637 (Zip)

Name FRIENDS OF THE Patagonia Library Percentage: 25%

Address P.O. BOX 817 (Street) SONOITA (City) AZ (State) 85637 (Zip)

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

0 Number of Police 2 Number of Security Personnel ☑ Fencing ☐ Barriers

Explanation: Property is fenced on all sides and there will be two Arizona Rangers for security during the event.

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.

See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	04/23/2016	Saturday	10:00 AM	7:00 PM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

Individuals requiring ADA accommodations call (602)542-9027.

Date Printed: 3/31/2016 10:00
Prepared By: MIGUEL

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2013
Resolution No: 34422
Date Created: 3/31/2016 10:00 AM

Reason For Change:

Improvements totally salvaged applied minimum value @ $500.00 dlls per improvement.

AS BILLED PARCEL ID: 11235022 AREA CODE 3501
ACCOUNT NUMBER: R000013670
PUC 0910-SALVAGE RESIDENTIAL

Special Districts:

Limited Property	Valuation	%	Exempt	UNITS Net Assessed
0401I	8,746	10.00	0	522
0401L	34,700	10.00	0	3,470
Total	43,446		0	3,992

Full Cash	Valuation	%	Exempt	Net Assessed
0401I	8,746	10.00	0	522
0401L	34,700	10.00	0	3,470
Total	43,446		0	3,992

CHANGE TO PARCEL ID: 11235022 AREA CODE 3501
ACCOUNT NUMBER: R000013670
PUC 0910-SALVAGE RESIDENTIAL

Special Districts:

Limited Property	Valuation	%	Exempt	UNITS Net Assessed
0401I	1,000	10.00	0	100
0401L	34,700	10.00	0	3,470
Total	35,700		0	3,570

Full Cash	Valuation	%	Exempt	Net Assessed
0401I	1,000	10.00	0	100
0401L	34,700	10.00	0	3,470
Total	35,700		0	3,570

Description As Billed
PORTION OF LOT 5 OF SEC 30 T21S R13E

VINDIOLA MARIE IRENE
256 N TUCSON TERRACE
TUCSON, AZ 85745

Description Change To
PORTION OF LOT 5 OF SEC 30 T21S R13E

VINDIOLA MARIE IRENE
256 N TUCSON TERRACE
TUCSON, AZ 85745

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Date Printed: 3/31/2016 10:06
Prepared By: MIGUEL

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2014
Resolution No: 34423
Date Created: 3/31/2016 10:06 AM

Reason For Change:

Improvements totally salvaged applied minimum value @ $ 500.00 dlss per

AS BILLED PARCEL ID: 11235022		AREA CODE 3501			CHANGE TO PARCEL ID: 11235022		AREA CODE 3501		
ACCOUNT NUMBER:	R000013670				ACCOUNT NUMBER:	R000013670			
PUC	0910-SALVAGE RESIDENTIAL				PUC	0910-SALVAGE RESIDENTIAL			
Special Districts:			UNITS		Special Districts:			UNITS	
Limited Property	**Valuation**	**%**	**Exempt**	**Net Assessed**	**Limited Property**	**Valuation**	**%**	**Exempt**	**Net Assessed**
0401I	6,658	10.00	0	666	0401I	1,000	10.00	0	100
0401L	34,700	10.00	0	3,470	0401L	34,700	10.00	0	3,470
Total	41,358		0	4,136	Total	35,700		0	3,570
Full Cash	**Valuation**	**%**	**Exempt**	**Net Assessed**	**Full Cash**	**Valuation**	**%**	**Exempt**	**Net Assessed**
0401I	6,658	10.00	0	666	0401I	1,000	10.00	0	100
0401L	34,700	10.00	0	3,470	0401L	34,700	10.00	0	3,470
Total	41,358		0	4,136	Total	35,700		0	3,570

Description As Billed
PORTION OF LOT 5 OF SEC 30 T21S R13E

VINDIOLA MARIE IRENE
256 N TUCSON TERRACE
TUCSON, AZ 85745

Description Change To
PORTION OF LOT 5 OF SEC 30 T21S R13E

VINDIOLA MARIE IRENE
256 N TUCSON TERRACE
TUCSON, AZ 85745

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Date Printed: 3/31/2016 10:14
Prepared By: MIGUEL

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
Resolution No: 34424
Date Created: 3/31/2016 10:14 AM

Reason For Change:

Improvements totally salvaged applied minimum values @ $ 500.00 dlls per Improvement

AS BILLED PARCEL ID: 11235022 AREA CODE 3501
ACCOUNT NUMBER: R000013670
PUC 0910-SALVAGE RESIDENTIAL

Special Districts:

Limited Property	Valuation	%	Exempt	UNITS Net Assessed
0401I	5,770	10.00	0	577
0401L	34,700	10.00	0	3,470
Total	40,470		0	4,047

Full Cash	Valuation	%	Exempt	Net Assessed
0401I	5,770	10.00	0	577
0401L	34,700	10.00	0	3,470
Total	40,470		0	4,047

CHANGE TO PARCEL ID: 11235022 AREA CODE 3501
ACCOUNT NUMBER: R000013670
PUC 0910-SALVAGE RESIDENTIAL

Special Districts:

Limited Property	Valuation	%	Exempt	UNITS Net Assessed
0401I	1,000	10.00	0	100
0401L	34,700	10.00	0	3,470
Total	35,700		0	3,570

Full Cash	Valuation	%	Exempt	Net Assessed
0401I	1,000	10.00	0	100
0401L	34,700	10.00	0	3,470
Total	35,700		0	3,570

Description As Billed
PORTION OF LOT 5 OF SEC 30 T21S R13E

VINDIOLA MARIE IRENE
256 N TUCSON TERRACE
TUCSON, AZ 85745

Description Change To
PORTION OF LOT 5 OF SEC 30 T21S R13E

VINDIOLA MARIE IRENE
256 N TUCSON TERRACE
TUCSON, AZ 85745

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Date Printed: 3/14/2016 9:01
Prepared By: SERGIO

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2013
Resolution No: 34415
Date Created: 3/14/2016 9:01 AM

Reason For Change:

LAND VALUE WAS CALCULATED INCORRECTLY AND WILL BE ADJUSTED TO THE CORRECT AMOUNT.

AS BILLED PARCEL ID: 11216026C AREA CODE 3501
ACCOUNT NUMBER: R000050280
PUC

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	41,548	16.00	0	6,648
Total	41,548		0	6,648

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	41,548	16.00	0	6,648
Total	41,548		0	6,648

CHANGE TO PARCEL ID: 11216026C AREA CODE 3501
ACCOUNT NUMBER: R000050280
PUC 0022-VL-CM-URBAN NONSUBDVD

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	21,015	16.00	0	3,362
Total	21,015		0	3,362

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	21,015	16.00	0	3,362
Total	21,015		0	3,362

Description As Billed

DONDE INC AN ARIZONA CORPORATION
P O BOX 3151
TUBAC, AZ 85646-3151

Description Change To

A PORTION OF LAND IN THE TUBAC PLAZA RIGHT OF WAY WESTERLY OF LOT 21

DONDE INC AN ARIZONA CORPORATION
P O BOX 3151
TUBAC, AZ 85646-3151

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Date Printed: 3/14/2016 9:02
Prepared By: SERGIO

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2014
Resolution No: 34416
Date Created: 3/14/2016 9:02 AM

Reason For Change:

LAND VALUE WAS CALCULATED INCORRECTLY AND WILL BE ADJUSTED TO THE CORRECT AMOUNT.

AS BILLED PARCEL ID: 11216026C AREA CODE 3501
ACCOUNT NUMBER: R000050280
PUC 0022-VL-CM-URBAN NONSUBDVD

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	41,548	16.00	0	6,648
Total	41,548		0	6,648

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	41,548	16.00	0	6,648
Total	41,548		0	6,648

CHANGE TO PARCEL ID: 11216026C AREA CODE 3501
ACCOUNT NUMBER: R000050280
PUC 0022-VL-CM-URBAN NONSUBDVD

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	21,015	16.00	0	3,362
Total	21,015		0	3,362

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	21,015	16.00	0	3,362
Total	21,015		0	3,362

Description As Billed
A PORTION OF LAND IN THE TUBAC PLAZA RIGHT OF WAY WESTERLY OF LOT 21

DONDE INC AN ARIZONA CORPORATION
P O BOX 3151
TUBAC, AZ 85646-3151

Description Change To
A PORTION OF LAND IN THE TUBAC PLAZA RIGHT OF WAY WESTERLY OF LOT 21

DONDE INC AN ARIZONA CORPORATION
P O BOX 3151
TUBAC, AZ 85646-3151

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Date Printed: 3/10/2016 5:00
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2013
Resolution No: 34412
Date Created: 3/10/2016 5:00 PM

Reason For Change:

This is a non-taxable easement. Therefore, deleted tax notice for 2013 tax year.

AS BILLED		CHANGE TO	
PARCEL ID:	10150044	PARCEL ID:	10150044
AREA CODE	0150	AREA CODE	0150
ACCOUNT NUMBER:	R000002537	ACCOUNT NUMBER:	R000002537
PUC		PUC	0001-VL-UNDET-URB-SUBDIVIDED

Special Districts:

Limited Property	Valuation	%	Exempt	Net Assessed
02RL	69,260	16.00	0	11,082
Total	69,260		0	11,082

UNITS

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	69,260	16.00	0	11,082
Total	69,260		0	11,082

Special Districts:

Limited Property	Valuation	%	Exempt	Net Assessed
Total	0		0	0

UNITS

Full Cash	Valuation	%	Exempt	Net Assessed
Total	0		0	0

Description As Billed

CITIZENS UTILITIES
VALUATION GROUP C/O
935 WHITE PLAINS ROAD SUITE 203A
TRUMBELL, CT 06611

Description Change To
SUB CITY OF NOGALES PORTION OF LOT 15 BLK 28

CITIZENS UTILITIES
VALUATION GROUP C/O
935 WHITE PLAINS ROAD SUITE 203A
TRUMBELL, CT 06611

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Date Printed: 3/10/2016 5:04
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2014
Resolution No: 34413
Date Created: 3/10/2016 5:04 PM

Reason For Change:

This is a non-taxable easement. Therefore, deleted tax notice for 2014 tax year.

AS BILLED PARCEL ID: 10150044			AREA CODE 0150		CHANGE TO PARCEL ID: 10150044			AREA CODE 0150	
ACCOUNT NUMBER:	R000002537				ACCOUNT NUMBER:	R000002537			
PUC	0001-VL-UNDET-URB-SUBDIVIDED				PUC	0001-VL-UNDET-URB-SUBDIVIDED			
Special Districts:			UNITS		Special Districts:			UNITS	
Limited Property	**Valuation**	**%**	**Exempt**	**Net Assessed**	**Limited Property**	**Valuation**	**%**	**Exempt**	**Net Assessed**
02RL	69,260	16.00	0	11,082	Total	0		0	0
Total	69,260		0	11,082					
Full Cash	**Valuation**	**%**	**Exempt**	**Net Assessed**	**Full Cash**	**Valuation**	**%**	**Exempt**	**Net Assessed**
02RL	69,260	16.00	0	11,082	Total	0		0	0
Total	69,260		0	11,082					

Description As Billed
SUB CITY OF NOGALES PORTION OF LOT 15 BLK 28

CITIZENS UTILITIES
VALUATION GROUP C/O
935 WHITE PLAINS ROAD SUITE 203A
TRUMBELL, CT 06611

Description Change To
SUB CITY OF NOGALES PORTION OF LOT 15 BLK 28

CITIZENS UTILITIES
VALUATION GROUP C/O
935 WHITE PLAINS ROAD SUITE 203A
TRUMBELL, CT 06611

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Date Printed: 3/10/2016 5:07
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
Resolution No: 34414
Date Created: 3/10/2016 5:07 PM

Reason For Change:

this is a non-taxable easement. therefore, deleted tax notice for 2015 tax year.

AS BILLED PARCEL ID: 10150044 AREA CODE 0150
ACCOUNT NUMBER: R000002537
PUC 0001-VL-UNDET-URB-SUBDIVIDED

Special Districts:

Limited Property	Valuation	%	Exempt	Net Assessed
02RL	69,260	16.00	0	11,082
Total	69,260		0	11,082

UNITS

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	69,260	16.00	0	11,082
Total	69,260		0	11,082

CHANGE TO PARCEL ID: 10150044 AREA CODE 0150
ACCOUNT NUMBER: R000002537
PUC 0001-VL-UNDET-URB-SUBDIVIDED

Special Districts:

Limited Property	Valuation	%	Exempt	Net Assessed
Total	0		0	0

UNITS

Full Cash	Valuation	%	Exempt	Net Assessed
Total	0		0	0

Description As Billed
SUB CITY OF NOGALES PORTION OF LOT 15 BLK 28

CITIZENS UTILITIES
VALUATION GROUP C/O
935 WHITE PLAINS ROAD SUITE 203A
TRUMBELL, CT 06611

Description Change To
SUB CITY OF NOGALES PORTION OF LOT 15 BLK 28

CITIZENS UTILITIES
VALUATION GROUP C/O
935 WHITE PLAINS ROAD SUITE 203A
TRUMBELL, CT 06611