1. 9:30 A.M. REGULAR MEETING AGENDA

   Documents:

   12-21-16.PDF

2. 9:30 A.M. DOCUMENTATION (29.3MB)

   Documents:

   12-21-16.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, December 21st, 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 15th day of December, 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

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

JOHN MAYNARD
District 3

A G E N D A
December 21, 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. JAIL DISTRICT **ACTION TAKEN**

1. Personnel, waive of hiring freeze, authorization to create and fill a Detention Corporal position which will be funded by Arizona Department of Public Safety Giitem Grant Funding (80%) and Detention Jail Enhancement Funding (20%) (Req: Sheriff) ____
2. Personnel, waive of hiring freeze and authorization to fill 6 vacant Detention Officer positions (Req: Sheriff) ____

G. ACTION ITEMS

1. Personnel, waive of hiring freeze and authorization to fill vacant:
   a. Court Clerk position (Req: Juan Pablo Guzman) ____
   b. Equipment Operator position - Solid Waste (HURF funded) (Req: Jesus Valdez) ____
   c. Technology Director position (Req: Jennifer St. John) ____
2. Discussion/possible action to approve request to donate top mounts, push bars, screen cages, miscellaneous wiring, control heads, scanners to Nogales Police Department Sonora, Mexico (Req: Sheriff) ____
3. Discussion/possible action to approve Professional Outside Services Agreement with Knowledge Capital Alliance for the development of a Community Recovery Plan (Req: Shelly Jacobs) ____
4. Discussion/possible action to approve AGE Contracting Inc.'s proposal for crack seal in the amount of $63,414.00 (Req: Jesus Valdez) ____
5. Discussion/possible action to approve the Funding Agreement with the Arizona Department of Housing for Drainage/Streets Project in Nogalitos Colonias (Req: Mary Dahl) ____
6. Discussion/possible action to approve Bond for Duplicate Warrant #4-027137 in the amount of $87.56 dated 5/20/16 payable to Culligan of Tucson (Req: Clerk) ____
7. Tax Valuation Adjustments: (Req: Assessor) ____
   a. 105-23-122B – Ruiz Real Estate LLC, Resolution No. 34538 ____
   b. 150-01-005 – Rodolfo Carranza, Resolution No. 34539 ____
   c. 112-43-471 – First American Title Insurance Company, Resolution No. 34542 ____
   d. 109-34-080 – Michael F. Hogan & Lyle E. Stephens, Resolution No. 34543 ____
8. Demands ____
9. Approval of Minutes: 03/16/16 ____

H. ADJOURNMENT

Posted: 12/15/16 at 11:05 a.m. by LT
Melinda Meek, Clerk of the Board

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

Board of Supervisors

Santa Cruz County

MANUEL RUIZ
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Board of Supervisors
Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

JOHN MAYNARD
District 3

AMENDED 12/19/16

A G E N D A

December 21, 2016 at 9:30 a.m.

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

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6. Discussion/possible action to approve Resolution No. 2016-18 recognizing the Tubac Historical Society for 50 years of service (Req: Supervisor Maynard) _____
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   d. 109-34-080 – Michael F. Hogan & Lyle E. Stephens, Resolution No. 34543 _____
9. Demands _____
10. Approval of Minutes: 03/16/16 _____

H. ADJOURNMENT

Posted: 12/19/16 at 7:50 a.m. by LT

Melinda Meek, Clerk of the Board

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

Back to Agenda

CASH AND INVESTMENT REPORT

December 21, 2016

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	**100**	**GENERAL FUND**	**1,960,470**	**$ 67,236**	**$ 9,047,526**	**$ 11,007,996**
225	101	J.P. #1 TIME PAYMENT FEES	48,216			48,216
245	102	J.P. #2 TIME PAYMENT FEES	(4,303)			(4,303)
262	103	J.C.E.F. COURT FEES	138,144			138,144
181	106	EXPED. CHILD SUPPORT & VISITATION	80,356			80,356
180	107	CLERK SUPERIOR COURT RETRIEVAL	83,239			83,239
182	108	SPOUSAL MAINTENANCE FUND	12,739			12,739
183	109	CHILD SUPPORT AUTOMATION FUND	1,854			1,854
125	110	PROSECUTION HIDTA (PIMA)	(40,195)			(40,195)
126	111	ATTORNEY'S DIVERSION PROGRAM	1,301			1,301
127	112	VICTIM RIGHTS NOTIFICATION	7,341			7,341
128	113	BAD CHECK COLLECTION	(245)			(245)
130	116	COST OF PROSECUTION	59		200	259
184	118	DOMESTIC REL. ED. MEDIATION FD	9,856			9,856
258	119	DOMESTIC REL. ED. CHILD ISSUES	258			258
185	122	NON IV-D CONVERSION FUND	707			707
259	125	FILL THE GAP (5%)	32,280			32,280
111	128	RETRIEVAL CONVERSION FUND	97,106		182,860	279,966
227	133	CIRCLES OF PEACE	2,679			2,679
203	134	LEPC GRANT	2,894			2,894
112	135	TAXPAYERS' INFORMATION FUND	63,622			63,622
204	137	PRE-DISASTER MITIGATION	0			0
205	139	DOMSTC PREP HAZRD MAT TRAINING	0			0
132	141	FILL THE GAP (ATTORNEY)	10,780			10,780
110	142	ASSESSOR'S RETRIEVAL	65,776			65,776
133	143	5% FTG ALLOC-C.A. 21.61%	43,770			43,770
206	144	EMERGENCY RESPONSE FUND	0			0
228	148	JUSTICE COURT #1 FARE FUND	7,557			7,557
151	151	FEDERAL PROGRAM INCOME-CA	(1,898)			(1,898)
154	154	ADHS OVERTIME 130435-01	0			0
615	155	CASE MANAGEMENT FUND	62,224			62,224
155	156	SLOT GRANT- COUNTY ATTORNEY	(10,414)			(10,414)
676	191	SCHOOL FOREST FEES FUND	4,925			4,925
677	192	EARLY LEARN-LEARNING TOGETHER	8,454			8,454
679	194	READING FIRST-TECH ASSISTANT	5,876			5,876
680	195	CAROL M WHITE - PHYSICAL ED GRANT	0			0
329	197	COMMISSARY FUND	91,818			91,818
117	198	SANTA CRUZ FAIR ASSOCIATION	0			0
257	203	LAW LIBRARY FUND	59,988			59,988
120	204	OLD COURTHOUSE FUND	(12,530)			(12,530)
105	**205**	**ROAD FUND**	**1,127,159**		**1,663,953**	**2,791,112**
625	206	WASTE TIRE GRANT (ADEQ)	116,287			116,287
600	207	ANIMAL CONTROL FUND	(118,183)			(118,183)
601	208	STERILIZATION ENFORCEMENT FUND	44,117			44,117
106	209	ADOT HOUSE BILL 2565	0			0
134	210	ANTI-RACKETEERING #2	(46,449)			(46,449)
135	211	A.C.J.C. PROSECUTION #20	(7,156)			(7,156)
136	212	RESTITUTION--VICTIM COMP	20,470			20,470
138	214	ATTY'S VICTIMS COMP. FUND	(6,028)			(6,028)
326	216	HIDTA 16	0			0
327	217	SHERIFF A.C.J.C. GRANT	(22,382)			(22,382)
139	219	ATTORNEY'S ENHANCEMENT FUND	(46,351)			(46,351)
282	221	JUVENILE PROBATION FEES	108,137		24,994	133,131
263	222	FARE PROGRAM FUND	467			467
280	223	FAMILY COUNSELING GRANT	13,664			13,664
308	224	ADULT PROBATION FEES	294,167		96,764	390,930
140	225	VICTIM ASSISTANCE GRANT	(3,584)			(3,584)
277	226	JCEF-STANDARD	0			0
302	227	JCEF-STATE AID ENHANCEMENT	0			0
281	228	JUVENILE DIVERSION FEES	90,830		3,771	94,601
311	229	JCEF-ADULT INTENSIVE PROBATION	0			0
275	230	PIC-ACT GRANT	14,254			14,254
300	231	COMMUNITY PUNISHMENT PROGRAM	27,235			27,235

274	232	JCEF-JUVENILE INTENSIVE PROB.	0			0
250	233	CASA PROGRAM FUND	2,303			2,303
273	234	JUVENILE INTENSIVE PROBATION	5,342			5,342
310	235	ADULT INTENSIVE PROBATION	17,509			17,509
276	236	STANDARD PROBATION	10,626			10,626
301	237	STATE AID ENHANCEMENT GRANT	41,536			41,536
304	238	DRUG ENFORCEMENT GRANT	0			0
312	239	PROBATION/PAROLE SERVICES	5,380		48,202	53,582
330	240	JAIL ENHANCEMENT GRANT	325,819			325,819
331	242	GOHS GRANT (SHERIFF)	(1,337)			(1,337)
332	243	VICTIM BILL OF RIGHTS	0			0
681	244	GOVERNOR'S HEALTHY FAMILY GRT	(26,603)			(26,603)
333	247	CJEF BURGLARY PREVENTION	0			0
683	249	JUVENILE EDUCATION FUND	24,210			24,210
370	250	HEALTH SERVICE FUND	(118,799)			(118,799)
141	264	F.B.I. SEIZURE GRANT	0		978	978
255	267	TRAFFIC CASE PROCESSING FUND	(12,713)			(12,713)
337	268	DOJ BULLET PROOF VEST FUNDING	0			0
377	269	BIO-TERRORISM GRANT	(67,417)			(67,417)
338	270	AATA LAW ENFORCEMENT GRANT	625			625
685	272	TITLE II-A	6,431			6,431
339	273	DUI ENFORCEMENT GRANT	35,000			35,000
686	274	TITLE I-D	(2,991)			(2,991)
142	276	AZ AUTO THEFT AUTHORITY (ATTY)	6,183			6,183
143/342	277	PROGRAM INCOME C.A. & METRO	24,813			24,813
689	280	PART B IDEA BASIC	4,680			4,680
690	281	CHEMICAL ABUSE	0			0
381	284	EBOLA AWARD	(8,927)			(8,927)
346	286	ACJC/JAG UNDER 10K	0			0
344	287	ANTI METH INITIATIVE	0			0
379	288	T.B. GRANT	(24,130)			(24,130)
283	290	JUV PROB SVC EXTRA FEES > $40	19,937			19,937
307	291	ADULT PROB FEES INTRST COMP 30%	10,014			10,014
309	292	ADULT PROB SVC EXTRA FEES > $40	115,318			115,318
691	299	COUNTY JAIL EDUCATION	77,970			77,970
254	300	COMMUNITY ADVISORY BOARD	23			23
306	301	ADULT PROBATION DRUG TESTING	21,257			21,257
278	302	DIVERSION CONSEQUENCES	1,514			1,514
279	303	JUV PROB SVC FUND TREATMENT	9,947			9,947
303	304	DRUG TREATMENT & EDUCATION FUND	7,473			7,473
254	305	JUVENILE COMMUNITY ADVISORY BRD	0			0
305	306	VICTIMS RIGHTS PROBATION	1,338			1,338
251	307	MODEL COURT, CRT IMPROVEMENT	(256)			(256)
253	308	CASE PROCESSING IV-D	4,564			4,564
252	309	D.E.S. IV-D	(16,595)			(16,595)
256	312	FTG-INDIGENT DEFENSE	4		26	30
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	5,000			5,000
341	320	OPERATION STONE GARDEN #160420	(16,515)			(16,515)
260	321	5% FTG ALLOC-SUP CRT 57.37%	589,323			589,323
261	322	5% FTG ALLOC-IND DEF 20.53%	292,565			292,565
313	323	GLOBAL POSITIONING SYSTEM	0			0
800	332	EPA WETLANDS PROTECTION DEV	0			0
209	335	CITIZEN CORPS TRAIN #130405-01	0			0
650	**350**	**FLOOD CONTROL DISTRICT FUND**	**485,310**		**1,377,381**	**1,862,692**
950	351	FIRE DISTRICT SECONDARY FUND	159,294	(67,236)		159,294
352	352	BORDER SECURITY ENHANCEMENT	0			0
651	353	FLOOD CONTROL RESERVE FUND	129,417		186,854	316,271
354	354	ICE GRANT	(29,449)			(29,449)
355	355	OPERATION STONE GARDEN #999435	(645)			(645)
356	356	SLOT GRANT	0			0
357	357	TOHONO O'ODHAM (SO)	0			0
358	358	OPERATION STONE GARDEN #130433-01	1			1
359	359	OPERATION STONE GARDEN #140425	(12)			(12)
360	361	OPERATION STONE GARDEN #150417	(19,645)			(19,645)
725	365	PROFESSIONAL DEVELOPMENT GRANT	(14,581)			(14,581)
746	377	WIOA RAPID RESPONSE	0.42			0.42
727/728	380	WIOA YOUTH PROGRAM	(28,968)			(28,968)

729	381	WIOA GENERAL	10		10
731	383	LAND MANAGEMENT-WIA	0		0
732	384	WIOA/TANF SET A SIDE	(1,523)		(1,523)
733	385	DEPT OF EDUC. RECREATION GRANT	2,221		2,221
747	387	ADULT EDUCATION	(13,080)		(13,080)
736	390	ADULT EDUCATION WIOA SUPPLEMENTAL	(853)		(853)
739	393	WIOA ADULT	(29,065)		(29,065)
740	394	WIOA DISLOCATED WORKER	(19,936)		(19,936)
741	395	WIOA ADMINISTRATION	(16,077)		(16,077)
743	397	WORK INCENTIVE GRANT	0		0
400	408	APRON RECONSTRUCTION	(50,391)		(50,391)
490	415	CDBG PROJECTS	0		0
406	429	FY 2014 CDBG REGIONAL ACCOUNT	0		0
407	430	PHASE 1 - APRON DESIGN	0		0
451	431	RIO RICO RD IMPROVEMENT-CDBG	0		0
412	441	EVIRON ASSESSMENT-LAND ACQ	0		0
414	443	AIRPORT MASTER PLAN UPDATE	6,800		6,800
453	453	CDBG GORRION COURT	0		0
442	486	JAIL DIST CONSTRUCTION/BOND PROCEEDS	107,825	111,465	219,290
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336	57,063	59,399
121	488	BUILDING DEBT SERVICE	175,333	42,851	218,184
325	**489**	**JAIL DISTRICT**	**37,732**	**2,827**	**40,560**
502	502	TOHONO O'ODHAM (LANDFILL)	0		0
210	503	HAZMAT CAPACITY BUILDING	(4,354)		(4,354)
500	540	LANDFILL	171,360		171,360
501	541	LANDFILL RESERVE FUND	458,205	997,044	1,455,249
602	602	OFFICER SAFETY EQUIPMENT-AC	2,365		2,365
704	659	IDEA BASIC/SECURE CARE (Z-220)	813		813
701	663	1ST CENT COM. LEARNING (Z-300)	2,460		2,460
706	664	TAYLOR GRAZING FEES (Z-395)	719		719
707	665	STATE CHEMICAL ABUSE (Z-430)	30		30
951	667	INDIRECT COSTS (Z-570)	(5,381)		(5,381)
699	676	SPECIAL SVCS 15-365 (Z-931)	317,318		317,318
953	677	SCC CONSORTIUM DUES (Z-834)	1,774		1,774
711	687	IDEA BASIC ADULT SECURE CARE	(2,505)		(2,505)
712	688	JUVENILE DETENTION LEARN	3,937		3,937
118	689	HAVA BLOCK GRANT	15,183		15,183
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	5,519		5,519
716	716	TEAM ANONYMOUS	11,013		11,013
717	717	ADOLESCENT WELLNESS NETWORK	9,548		9,548
718	718	DISTRICT #99-INSURANCE FUND	10,179		10,179
719	719	YOUTH CAREER CONNECT GRANT	(61,331)		(61,331)
720	720	HEALTHY STUDENTS	(54,166)		(54,166)
750	750	ADULT EDUCATION - ELAA STATE	(17,604)		(17,604)
751	751	ADULT EDUCATION - ELAA FEDERAL	(31,832)		(31,832)
752	752	CAREER & COLLEGE READINESS	0		0
753	753	ADULT EDUCATION - ABE/ASE STATE	(3,221)		(3,221)
756	756	WIOA TABE 9-10	(16)		(16)
759	759	WIOA POSTSECONDARY BRIDGE	0		0
186	956	EMANCIPATION ADMIN COSTS	66		66
248	974	COURT ENHANCEMENT FEE-JP #2	36,220		36,220
247	975	$13 ASSESSMENT FUND-JP #2	6,447		6,447
231	976	COURT ENHANCEMENT FEE-JP #1	75,400		75,400
230	977	$13 ASSESSMENT FUND-JP #1	33,558		33,558
353	978	OFFICER SAFETY EQUIPMENT-SO	33,139		33,139
148	981	DOMESTIC VIOLENCE STOP GRANT	(48,814)		(48,814)
107	985	PALO PARADO RAILROAD IMPROV	0		0
149	986	VICTIM SERVICES DONATIONS	(2,120)		(2,120)
229	987	INCREASING EFFICIENCY	13,469		13,469
289	988	JUV DIVERSION SVC FEES-OVER	7,878		7,878
351	992	FEDERAL PROGRAM INCOME-MTF	10,194		10,194
386	993	MEDICAL RESERVE CORP	22,188		22,188
246	995	JP 2 FARE PROGRAM	1,191		1,191
208	997	CITIZEN CORPS TRAIN #150406-02	(800)		(800)
383	998	IMMUNIZATION PROGRAM	42,686		42,686
264	999	STATE-FILL THE GAP FUND	0		0
		TOTALS FOR ALL FUNDS	**$ 7,761,294**	**$ 13,844,758**	**$ 21,606,051**
		SUSPENSE FUND (AMT. UNAPPORT.)	**0**		

PROJECTED END OF THE MONTH BALANCE
FOR GENERAL FUND

GENERAL FUND NET CASH BALANCE	1,960,470	
PENDING - REVENUE		
AUTO LIEU	80,000	
SALES TAX	150,000	
COUNTY 1/2 CENT TAX	175,000	
APPORTIONMENT AMOUNT	0	
LOTTERY	0	
PENDING - EXPENDITURES		
DECEMBER 21, 2016 EXPENSE WARRANTS	(332,610)	
DECEMBER 23, 2016 PAYROLL WARRANTS	(489,000)	
SPECIAL REVENUE DEFICIT	(1,072,369)	
STATE POOL INVESTMENT	9,047,526	
ESTIMATED E.O.M. BALANCE	**9,519,016**	
DIFFERENCE		**476,531**
CASH AT DECEMBER 2015	**9,042,485**	

Back to Agenda

DEPARTMENT STAFFING REQUEST

DEPARTMENT: Sheriff **DATE NEEDED:** ASAP

The position requested is (check whichever applies)

☐ To fill a vacant position.
☒ a new grant funded position Detention Corporal.

POSITION TITLE:

Position is: ☐ Temporary Full Time ☐ Temporary Part-Time
☒ Permanent Full Time ☐ Permanent Part-Time

Benefits (if grant funded)? ☒ Yes ☐ No ☐ N/A
Is new job description required? ☐ Yes ☒ No

PERSONNEL REVIEW:

Salary Range: 55 Minimum Range Salary: $ 33,810

Budgeted Position: ☐ Yes ☒ No

Personnel Signature: _____

BOARD OF SUPERVSIOR'S ACTION:

Agenda Date: _____
☐ Approved: ☐ Not Approved

In-House Advertising Dates: _____

Media Advertising Dates: _____

DEPARTMENT STAFFING REQUEST

DEPARTMENT: Sheriff **DATE NEEDED:** ASAP

The position requested is (check whichever applies)

NOT DEPUTY, TRANSFERRED TO JUVENILE

☒ To fill the vacant Detention Officer positions created by the re-appointed of Mario Angulo, Marcos Rodriguez, Omar Garcia to deputy positions and the promotion of Gabriela Mejia, Francisco Lerma and Osvaldo Felix to Detention Corporals.

☐ To fill a new position

POSITION TITLE: Detention Officer

Position is: ☐ Temporary Full Time ☐ Temporary Part-Time
☒ Permanent Full Time ☐ Permanent Part-Time

Benefits (if grant funded)? ☐ Yes ☐ No ☒ N/A
Is new job description required? ☐ Yes ☒ No

PERSONNEL REVIEW:

Salary Range: 51 - $30,630
Budgeted Position: ☒ Yes ☐ No

Personnel Signature: _____

BOARD OF SUPERVSIOR'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: Clerk of Superior Court Date needed: December 23, 2016

The position requested is (check whichever applies)

X to fill a vacancy created by Resignation

_____ a new position

Position Title Court Clerk 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

☐ Do Not Post at this time

X Post Internally Immediately after Board approval

☐ Post Internally & Externally simultaneously

Personnel Review

Salary Range 46 Entry Level Salary $27,072.00

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
PUBLIC WORKS DEPARTMENT
General Session: December 21, 2016

To: Board of Supervisors

From: Jesus Valdez, P.E., Public Works Director

Through: Jennifer St. John, County Manager

Date: December 13, 2016

Subject: Personnel, waive of hiring freeze and authorization to fill a vacant Equipment Operator in Solid Waste

Recommendation: Waive the hiring freeze, and authorization Public Works to hire an Equipment Operator in Solid Waste

Background: The Public Works Department has a vacated Equipment Operator position due to retirement, and the department is asking authorization to fill this vacancy.

Financial Implications: The position is funded with Solid Waste revenues

Proposed Motions: "Mr. Chairman, I move to waive the personnel hiring freeze and authorize Public Works to fill the Equipment Operator position in Solid Waste.

Attachments:

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Santa Cruz County

Department Staffing Request

Department: Public Works Date needed: December 21, 2016

The position requested is (check whichever applies)

__X__ To fill a vacancy created by a retirement

_____ A new position

Position Title: Equipment Operator Source of Funding: HURF

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: 48 Entry Level Salary $28,442.00

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

Department Staffing Request

Department INFORMATION TECHNOLOGY Date needed ASAP

The position requested is (check whichever applies)

X to fill a vacancy created by RESIGNATION (RESIGNED ON 8/19/16)

_____ a new position

Position Title TECHNOLOGY DIRECTOR Source of Funding X100-19-10

Position is _____ Temporary Full Time _____ Temporary Part-Time

X Permanent Full Time _____ Permanent Part-Time

Benefits (if grant Funded)? _____ Yes _____ No N/A

Is new job description required? _____ Yes X No

Personnel Review

Salary Range 92 Entry Level Salary $84,300

Budgeted Position X Yes _____ No

Personnel Signature [signature]

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

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OFFICE OF THE SHERIFF
OF SANTA CRUZ COUNTY

TONY ESTRADA
SHERIFF

RUBEN F. FUENTES
CAPTAIN

MEMORANDUM

DATE: December 14, 2016

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

FROM: Lt. Gerardo Castillo No. 114
Support Commander

SUBJECT: Donation of obsolete-unserviceable equipment
To Nogales Sonora Police Department

The following equipment and accessories listed below is no longer serviceable or used by The Santa Cruz County Sheriff's Office.

1.	Top-mount		9M268000	Whelen	No value	44404
1.	Top-mount		9M268000	Whelen	No value	44401
1.	Top-mount		9M268000	Whelen	No value	44405
1.	Top-mount		9M268000	Whelen	No value	44398
1.	Top-mount		9M268000	Whelen	No value	56553
1.	Top-mount		9M268000	Whelen	No value	56556
1.	Top-mount		9M268000	Whelen	No value	44403
1.	Top-mount		9M268000	Whelen	No value	unknown
1.	Top-mount		Unknown	Code 3	No value	unknown
n/a	Miscellaneous		Wiring	Control heads	No value	n/a
9	Cage		Screen		No value	n/a
8	Push bars				No value	n/a

Cc: Jennifer St. John, County Manager
Tony Estrada, Sheriff
Ruben F. Fuentes, Captain

2170 N. Congress Drive Nogales, Arizona 85621 (520) 761-7869 / Fax (520) 375– 8118

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Interoffice Memo

Date: 12/08/16

To: Board of Supervisors

Thru: Jeff Terrell, Health and Human Services Director

From: Shelly Jacobs, Public Health Emergency Preparedness & Response

Re: Approval of Professional Services Agreement with Knowledge Capital Alliance.

RECOMMENDATION:

Staff recommends approval of the above contract for the development of a Community Recovery Plan for Public Health.

BACKGROUND:

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

FINANCIAL IMPLICATIONS:

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

PROPOSED MOTION:

Move to approve the Professional Services Agreement between Knowledge Capital Alliance and the Office of the Santa Cruz County Health Services Public Health Emergency Preparedness Program. State Purchase Number: ADSPO13-040549

SANTA CRUZ COUNTY HEALTH SERVICES

2150 N. Congress Dr., Suite 115, Nogales, AZ 85621
Phone: (520) 375-7621 Fax: (520) 375-7624 Website: www.santacruzcountyaz.gov

Professional Services Agreement
Revision of the Community Recovery Plan

This Contract is entered into this day of December, 2016 by and between Santa Cruz County ("County"), a political subdivision of the State of Arizona, and Knowledge Capital Alliance ("Contractor"), for the purchase of Community Recovery Plan.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of 4 months, beginning on the day of December, 2016 and ending the 31st day of March, 2017.

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

2.0 FEE ADJUSTMENTS:

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

3.0 PAYMENTS:

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

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

3.3 INVOICES:

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

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

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

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

4.0 AVAILABILITY OF FUNDS:

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

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

5.0 DUTIES:

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

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

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not

contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Workers' Compensation.

6.2.10.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

6.2.10.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.11 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than $1,000,000 for each claim.

6.2.12 Certificates of Insurance.

6.2.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

6.2.12.1.2 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.1.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

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

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

6.4 INSPECTION OF SERVICES:

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

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

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

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

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

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

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

6.4.4.2 Terminate the Contract for default.

6.5 AUDIT REQUIREMENTS

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

6.5.2 The Contractor shall schedule an annual financial audit to be submitted to County for review within twelve months following the close of the program's fiscal year. Contractor understands that failure to meet this requirement may result in loss of current funding and disqualification from consideration for future County-administered funding.

6.5.3 The Contractor shall comply with the requirement of the Federal Office of Management and Budget (OMB) Circular A-133. The Contractor is responsible for having an audit performed in accordance with, and when required, by OMB Circular A-133, and for

sending a copy of the report issued as a results of the audit to the COUNTY within 30 days of issuance. The County reserves the right to engage an auditor, at the Contractor's expense, to perform an OMB Circular A-133 audit of the Contractor in the event that the Contractor shall fail to engage an auditor or the County shall reject or disapprove of the auditor engaged by the Contractor.

6.5.4 The Contractor must also comply with the following OMB Circulars:

6.5.4.1 A-102 Uniform Administrative Requirements for Grants to State and Local Government.

6.5.4.2 A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.

6.5.4.3 A-122 Cost Principles for Non-Profit Organizations.

6.5.4.4 A-87 Cost Principles for State and Local Governments.

6.5.4.5 A-21 Cost principles for Education Institutions.

6.6 LICENSURE/CERTIFICATION

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

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

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

6.7 NOTICES:

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

For County:

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

For Contractor:

Knowledge Capital Alliance
Attn: Fred Erickson
7373 E. Doubletree Ranch Road, #210,
Scottsdale, AZ 85258

6.8 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the

effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.9 TERMINATION FOR DEFAULT:

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

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

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

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

6.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

6.11 OFFSET FOR DAMAGES;

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

6.12 CHANGES OR ADDITIONS/DELETIONS OF SERVICE:

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

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

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

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

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

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

6.13 RELATIONSHIPS:

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

6.14 SUBCONTRACTING:

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

6.15 AMENDMENTS:

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

6.16 RETENTION OF RECORDS:

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

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

6.17 AUDIT DISALLOWANCES:

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

6.18SEVERABILITY:

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

6.19 RIGHTS IN DATA:

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

6.20 INTEGRATION:

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

6.21 E-VERIFICATION OF EMPLOYEES:

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

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

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

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

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

6.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

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

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

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

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

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

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

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

6.23 GOVERNING LAW:

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

6.24 ORDER OF PRECEDENCE:

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

6.25 INCORPORATION OF DOCUMENTS:

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

6.25.1 Exhibit A, Pricing;
6.25.2 Exhibit B, Scope of Work

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

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

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

CONTRACTOR

AUTHORIZED SIGNATURE

Fred Erickson, CEO
PRINTED NAME AND TITLE

7373 E. Doubletree Ranch Rd., #210, Scottsdale, AZ 85258
ADDRESS

10/25/16
DATE

SANTA CRUZ COUNTY

CHAIRMAN, BOARD OF SUPERVISORS DATE

ATTESTED:

CLERK OF THE BOARD DATE

APPROVED AS TO FORM:

ATTORNEY FOR THE BOARD OF SUPERVISORS DATE

EXHIBIT A

PROFESSIONAL OUTSIDE SERVICES
PRICING SHEET

BIDDER NAME: Knowledge Capital Alliance

F.I.D./VENDOR #: ADSPO13-040552

BIDDER ADDRESS: 7373 E. Doubletree Ranch Road, Scottsdale, AZ 85258

P.O. ADDRESS: 7373 E. Doubletree Ranch Road, Scottsdale, AZ 85258

BIDDER PHONE #: (480) 922-5327

BIDDER E-MAIL ADDRESS: fred@kca-inc.com

COMPANY WEB SITE:

COMPANY CONTACT (REP): Fred Erickson

PAYMENT TERMS:

Base charges of $19,800.00 to provide technical assistance to Santa Cruz County Health Services in following ways for Continuity of Operations Plan Revision.

	Total Hours	Rate	Project Total
Four (4) Months	225	$80.00/hr	$18,000.00
Service Fee		10%	$1800.00

(as defined herein)

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

Signature (REQUIRED)

10/26/16
Date

Exhibit B

SCOPE OF WORK- COMMUNITY RECOVERY PLAN PROJECT
SANTA CRUZ COUNTY HEALTH AND HUMAN SERVICES (SCCHHS) AND ASHRAF LASEE

1. BACKGROUND

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

Public Health Emergency Preparedness Program (PHEP) grant is from the CDC. PHEP grant recipients must address project activities to achieve the application guidance as well as incorporate the Overarching Requirements within the program for the State of Arizona. One of the grant requirements is having a current *Community Recovery plan* (CRP) that meet business standards as identified by cooperative agreement and ADHS.

Currently, SCCHHS has no community recovery plan in place, therefore, the Santa Cruz County Health Services (SCCHS) has identified a need for specialized assistance to develop a *Community Recovery plan* to meet the grant requirements as follows:

1) Review the current federal and state requirement for the *Community Recovery plan*
2) Develop *Community Recovery plan* to meet current grant requirements

2. OBJECTIVE

2.1 Assist the SCCHHS to develop the Community Recovery plan to meet current business standards.

3. SCOPE OF WORK

3.1 Community Recovery Plan

a. Review current federal and state requirement for the Community Recovery plan
b. Developed Community Recovery plan Template based on current business requirements
c. Get approval from Santa Cruz County for Approval and OK to proceed
d. Develop SCCHHS-Community Recovery plan to meet the current grant requirements.

4. TIMELINE AND BUDGET

a. **Timeline:** December 21st 2016 through March 31, 2017

b. **Budget:** Total 225 hours of work (Community Recovery Plan = 225 hours ($88[1]/hours *225 hours=$19,800)
Total Budget=$19,800

5. APPROVALS

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

6. DELIVERABLES

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

7. ACCEPTANCE

7.1 Upon receipt of all monthly reports
7.2 Upon receipt of the final activity report on or before **March 31, 2017.**

8. NOTICES, CORRESPONDENCE AND REPORTS

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

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

9. PAYMENT SCHEDULE

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

[1] $88 includes 10% of the KCA's share as well

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SANTA CRUZ COUNTY
PUBLIC WORKS DEPARTMENT
General Session: December 21, 2016

To: Board of Supervisors

From: Jesus Valdez, P.E., Public Works Director

Through: Jennifer St. John, County Manager

Date: December 14, 2016

Subject: Discussion and Possible action to approve AGE Contracting Inc.'s proposal for crack seal in the amount of $63,414.00.

Recommendation: Approve AGE Contracting Inc.'s proposal for crack seal in the amount of $63,414.00.

Background: Public Works (PW) requested a proposal from contractors to crack seal various roads in the county and the airport. PW received three quotes from the following contractors:

- AGE Contracting Inc. $63,414.00
- Cactus Asphalt $66,499.16
- KE&G $246,884.99

Financial Implications: The funding source is HURF

Proposed Motions: "Mr. Chairman, I move to approve AGE Contracting Inc.'s proposal for crack seal in the amount of $63,414.00

Attachments: Project bids

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Crack Sealing

Road Name:	Linear ft.:	Mileage:	Width:	Start Date:	# of Pot holes	Lump Sum:
Nogales International Airport						
Runway	7199 ft.	1.3634 mi.	40 ft.	11-16-16	As needed	$8,999.00
Nogales Area:						
Old Tucson Road	13733 ft.	2.6 mi.	24 ft.	11-16-16	As needed	$22,659.00
Rio Rico East side South Industiral Park:						
Avenida Acaponeta	1959 ft.	0.37 mi.	30 ft.	11-16-16	" "	$2,939.00
Rio Rico Eastside Northside:						
Palo Parado Road	3502 ft.	0.66 mi.	24 ft.	11-16-16	" "	$ 5,428.00
Rio Rico Westside:						
Calle Azulejo	744 ft.	0.14 mi.	24 ft.	11-16-16	" "	$1,153.00
Gorrion Corte	879 ft.	0.17 mi.	24 ft.	11-16-16	" "	$ 1,319.00
Camino Lito Galindo	3273 ft.	0.62 mi.	24 ft.	11-16-16	" "	$5,400.00
Lake Patagonia Estates:						
Mayas Court	352 ft.	0.007 mi.	24 ft.	11-16-16	As needed	$740.00
Rosete Corrt	1186 ft.	0.22 mi.	24 ft.	11-16-16	" "	$2,491.00
Seri Court	411 ft.	0.08 mi.	24 ft.	11-16-16	" "	$960.00
Tarahumara Court	162 ft.	0.03 mi.	24 ft.	11-16-16	" "	$324.00
Debra Court	1076 ft.	0.2 mi.	24 ft.	11-16-16	" "	$ 2,512.00
Escalones Court	1775 ft.	0.34 mi	24 ft.	11-16-16	" "	$2,982.00
Guajolote Court	749 ft.	0.14 mi.	24 ft.	11-16-16	" "	$1,348.00
Javalina Court	1044 ft.	0.2 mi.	24 ft.	11-16-16	" "	$ 1,817.00
Vista Court	1210 ft.	0.23 mi.	24 ft.	11-16-16	" "	$ 2,057.00
Yaqui Court	149 ft.	0.03 mi.	24 ft.	11-16-16	" "	$286.00
Total	39403 ft.	7.4004 mi.				$63,414.00

By: Lawrence Barney
(signature of Owner)

10/28/16
Date

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Cactus ASPHALT

To:	Santa Cruz County	**Contact:**	Angie Pimienta
Address:	2150 N. Congress Drive	**Phone:**	520-375-7869
	Nogales, AZ 85621	**Fax:**	520-375-7836
Project Name:	Santa Cruz Chip Seal / Crack Seal 2016	**Bid Number:**	
Project Location:	Santa Cruz County Various Locations, AZ	**Bid Date:**	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Chip Seal					
4P	**Chip Seal Binder: CRS-2P <300 TN:** West Frontage Road And Ruby Road 102,656 Total SY Applied At 0.40 Gal/SY	171.00	TON	$388.00	$66,348.00
4R	**Chip Seal Binder - Haul & Apply Services** Includes 2 Operated Spreader Trucks For 3 Days	171.00	TON	$109.00	$18,639.00
4S	**Scrub Seal Binder: Rubberized Asphalt Scrub Seal Binder (Blended Base Asphalt, 10% Tire Rubber, 2% SBS Polymer) <300 TN** South River Road 20,555 SY Applied At 0.50 Gal/SY	41.00	TON	$655.00	$26,855.00
4U	**Scrub Seal Binder - Haul & Apply Services** Includes 2 Operated Spreader Trucks For 1 Day	41.00	TON	$189.00	$7,749.00
				Total Price for above Chip Seal Items:	**$119,591.00**
Crack Seal					
1	**Crack Sealing 1/4 To 1" Width:** Areas Include Nogales International Airport Runway Old Tucson Road Avenida Acaponeta Palo Parado Road Calle Azulego Gorrion Corte Camino Lito Galindo Mayas Court Rosete Court Seri Court Tarahumara Court Debra Court Escalonoes Court Guajolote Court Javalina Court Vista Court Yaqui Court Total SY - 182,692	36,538.00	LB	$1.34	$48,960.92
1C	**Traffic Control-Crack Sealing** Includes TC For All Crack Sealing, Excludes Message Boards And Officers, Excludes Lighted X's For Runway Closure.	36,538.00	LB	$0.48	$17,538.24
				Total Price for above Crack Seal Items:	**$66,499.16**
				Total Bid Price:	**$186,090.16**

Paving · Seal Coating · Crack Sealing · Patching · Chip Sealing · Fabric Overlay · More

Contractors Licenses: AZ – 194430 · NV – 0040581 · NM – 022995 · UT – 944049-5501

t 623-907-2800 f 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353

Notes:

- Standard Terms and Conditions to follow.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
- Quoted prices valid for 60 days unless otherwise noted.
- Cactus is not responsible for notification, nor removal of vehicles and property from work areas.
- Cactus will require this proposal with exclusions be included in any contractual agreement.
- In the event that quantites differ from above, billing will reflect agreed upon measured quantities.
- EXCLUSIONS (Unless Otherwise Specified): Permits, Plans, Engineering, Survey, Staking, Traffic Control (For Chip Seal Work), As-Builts, Testing, Inspection, Gradework, Landscape Areas, Weed Killer, Crack Routing, Asphalt Patching, ABC or Landscape Materials, Vegetation Replacement, Preservative Seals, Prime Coat, Concrete Structures, Irrigation or Pipe Work, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Striping, Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.
- Pricing Based off Pinal County JOC EC15-008-01

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and hereby accepted.	**Cactus Asphalt**
Buyer: _____	
Signature: _____	Authorized Signature: _____
Date of Acceptance: _____	Estimator: Jeff Abram

Paving · Seal Coating · Crack Sealing · Patching · Chip Sealing · Fabric Overlay · More

Contractors Licenses: AZ – 194430 · NV – 0040581 · NM – 022995 · UT – 944049-5501

t 623-907-2800 f 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353

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TERMS AND CONDITIONS

GENERAL

Owner shall timely notify Cactus Asphalt (Cactus) in writing when the premises will be ready for work to commence, and shall give unobstructed access to all areas where work is to be done. Any necessary towing and costs of delays shall be the responsibility of the owner.

Cactus is not responsible for any utility lines (water, electric, sprinkler, communications, cable, etc.) which may lie within eighteen inches (18") of the surface. Owner is responsible for supplying all known layouts of any such utility lines which are known to exist. Cactus is not responsible for damage to undisclosed, unknown or improperly placed lines.

If Cactus encounters any different site condition or concealed condition, including but not limited to underground utilities, debris, ground water, underground storage tanks, hazardous material, "hard dig" soils, or any material or substance regulated by federal, state, local law, ordinance, or regulation, any other environmental, health or safety issue, or concern, or other conditions, that were unknown to Cactus before submission of this Proposal, the contract price shall be equitably adjusted to compensate Cactus for any additional work performed or damages incurred as a result of any such conditions. At Cactus' sole discretion, Cactus may stop all work on the project, until the parties have reached an agreement, in writing, concerning any such equitable adjustment, and Cactus shall have no obligation to perform any work which, as determined by Cactus, directly or indirectly involves any environmental, health or safety risk or hazard.

The Owner is responsible for ensuring that all surfaces are kept in a condition acceptable to the application of the agreed upon product. This includes ensuring that all automatic sprinklers that may place water on the surface are turned off. Any delay caused by failure to perform the above may result in additional expense to the owner.

Cactus is not responsible for ponding water where grade is less than 2%.

Owner is to provide a water source that is acceptable to Cactus and is sufficient for performing the work.

Cactus is fully licensed and insured. All Cactus employees are covered by Worker's Compensation Insurance.

Unless otherwise agreed in writing, the prices contained within this agreement do not include the costs of permits or bonds.

WARRANTY

All work performed by Cactus is covered by a one year warranty on workmanship. Normal wear and tear, abuse, weather, and other acts of God are excluded.

PAYMENT AND TAXES

By law, taxes may only be waived upon receipt of a valid exemption certificate. Taxes are determined in accordance with the jurisdiction where the work is performed. The owner is responsible for payment of all taxes.

Unless otherwise stated within this agreement, all payment is due upon transmittal of invoice. In addition to other terms contained elsewhere in this proposal, Owner agrees to pay a service charge at the rate of 2% per month on all accounts that become 10 days past due. All costs of collection, as well as attorney's fees, will be added to the balance and interest due.

Cactus reserves the right (without further notice) to suspend or terminate this agreement if work is stopped for 30 or more days because of a failure to make progress payments or other delay not caused by Cactus. In such event Cactus reserves the right to recover payment for all work performed, including reasonable overhead, profit and damages under the contract.

This agreement shall be governed by and construed in accordance with Arizona law, and any lawsuit or arbitration arising from this agreement must be filed in Maricopa County, Arizona. If any provision of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, that provision alone will be deemed stricken and the remainder of the agreement will be enforced.

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Any dispute arising from this agreement, not timely resolved after good faith negotiation, will be submitted, at Cactus's sole discretion, to mediation, binding arbitration, or litigation in state court. If mediation is elected, its completion is an express condition precedent to Cactus's election of binding arbitration or state court litigation. If Cactus elects arbitration, the arbitration will be governed by and conducted in accordance with the Arizona Revised Uniform Arbitration Act at A.R.S. §12-1501, et seq.

A property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of A.R.S. § 32-1154(A). Any such complaint must be filed within the applicable time period set forth in A.R.S. § 32-1155(A). The Registrar's phone number is (602) 542-1525, and its website address is http://www.azroc.gov/.

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5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

To:	Santa Cruz County	**Contact:**	Howdy Aguilar
Address:	2150 North Congress Drive	**Phone:**	520-375-7830
	Nogales, AZ 85621 USA	**Fax:**	
Project Name:	Santa Cruz County - Crackfilling	**Bid Number:**	16-435
Project Location:	Rio Rico, Rio Rico, AZ	**Bid Date:**	9/2/2016

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	NIA - Airport Runway	7,199.00	LF	$6.48	$46,649.52
2	Old Tucson Road	13,733.00	LF	$6.00	$82,398.00
3	Avenida Acaponeta	1,959.00	LF	$5.50	$10,774.50
4	Palo Parado Road	3,502.00	LF	$5.40	$18,910.80
5	Calle Azulejo	744.00	LF	$5.55	$4,129.20
6	Gorrion Corte	879.00	LF	$5.55	$4,878.45
7	Camino Lito Galindo	3,273.00	LF	$5.40	$17,674.20
8	Mayas Court	352.00	LF	$7.80	$2,745.60
9	Rosete Corrt	1,186.00	LF	$7.52	$8,918.72
10	Seri Court	411.00	LF	$7.80	$3,205.80
11	Tarahumara Court	162.00	LF	$7.85	$1,271.70
12	Debra Court	1,076.00	LF	$7.52	$8,091.52
13	Escalones Court	1,775.00	LF	$7.50	$13,312.50
14	Guajolote Court	749.00	LF	$7.75	$5,804.75
15	Javalina Court	1,044.00	LF	$7.52	$7,850.88
16	Vista Court	1,210.00	LF	$7.52	$9,099.20
17	Yaqui Court	149.00	LF	$7.85	$1,169.65

Total Bid Price: $246,884.99

Notes:

- Proposal is based upon sealing cracks greater than 0.25" wide. Cracks wider than 1 inch will be patches with asphalt concrete mix (cold or hot) prior to crackfilling. Proposal based upon closure of the taxiway in sections approximately 1/3 of total taxiway length to perform work.
- Prices are based upon execution of a mutually acceptable contract.
- Proposal Includes: Labor, Equipment, Materials, and Supervision.
- Price Excludes: Prevailing Wages, Routing of Cracks, Engineering, Survey, Testing, SWPPP, Site Stabilization, Pavement Removal, Pavement Replacement, and Permits.
- Pricing is valid until 12/16/2016.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

KE&G Construction, Inc.

Authorized Signature: _____

Estimator: Chris Albright
(520) 748-0188 calbright@kegtus.com

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SANTA CRUZ COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT

Meeting Date: December 21, 2016

To: Board of Supervisors

From: Mary Dahl, Special Projects

Thru: Jennifer St. John, County Manager

Date: December 15, 2016

Subject: Discussion and Possible Action to Approve the Funding Agreement with the Arizona Department of Housing for Drainage/Streets Project in Nogalitos Colonias.

Recommendation: Authorize the Chairman to sign the Grant Agreement.

Background: As the Board is aware, an application was submitted to the Arizona Department of Housing in mid-August for Colonias Set-Aside Community Development Block Grant funding of the Nogalitos flood control project. We were informed in November that the application was successful.

The project is basically designed and ready to bid as soon as the environmental clearances are complete. Those processes are on-going and SEAGO has been diligently moving through finalizing the paperwork.

What remains to be done on the County side is to approve the agreement and return it to Phoenix for signature. That is what is being requested.

Financial Implications: The County has already spent and committed about $100,000 in engineering costs. We are hopeful the bids will come in such that we will have no additional costs. The Board will be informed as we move forward as to budget issues should they arise. However, the grant award is for the full amount requested.

Proposed Motion: "Mr. Chairman, I move to approve grant agreement with the Arizona Department of Housing for the Nogalitos drainage project and authorize the Chairman to sign."

AGREEMENT NO. 116-17
TERMINATION DATE December 30, 2017

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
SANTA CRUZ COUNTY
FOR
DRAINAGE/STREETS PROJECT IN NOGALITOS COLONIA

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH")**, located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☒ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").

☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").

☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").

☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1131 (Public Law 110-89). (National Housing Trust Fund) ("**NHTF**").

☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").

☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

☐ Southwest Gas Corporation, Weatherization Assistance Program ("**SWG WAP**").

and

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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ARIZONA DEPARTMENT OF HOUSING

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ATTACHMENTS

☒ A Scope of Work
☒ B Performance Report/Schedule of Completion
☒ C Budget
☒ D Request for Payment Form
☐ E Special Conditions of the Agreement
☒ F Certification and Other Requirements Relating to Title I or Title II Assistance
☒ G Authorizing Resolution(s)
☐ H Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)

SANTA CRUZ COUNTY
(Entity)

An Arizona County ("Recipient") DUNS #07900266, located at

2150 North Congress Drive
Street
Nogales Arizona 85621
City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $1,363,066.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☒ **CDBG**, CFDA # 14.228
Federal Fiscal Year 2015 and 2016
$1,368,066.00

☐ **HOME**, CFDA # 14.239
Federal Fiscal Year _____
$_____

☐ **HTF**
State Fiscal Year _____
$_____

☐ **HOPWA**, CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **COC**, CFDA # 14.267
Federal Fiscal Year _____
$_____

☐ **NHTF**, CFDA # 14.275
Federal Fiscal Year _____
$_____

☐ **DOE WAP**, CFDA # 81.042
Federal Fiscal Year _____

$_____

☐ **LIHEAP WAP**, CFDA # 93.658
Federal Fiscal Year _____
$_____

☐ **SWG WAP**
State Fiscal Year _____
$_____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until DECEMBER 30, 2017 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G, *Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☒ **CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan;* (4) *ADOH ERR Handbook;* (5) *ADOH Labor Standards Handbook;* (6) *CDBG Application Handbook;* (7) *CDBG Grant Administration Handbook;* and (8) *CDBG Procurement,*

Contracts and Acquisition Handbook (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan;* (4) *ADOH ERR Handbook;* (5) *ADOH Labor Standards Handbook;* and (6) the *State Housing Fund Program Summary and Application Guide.*

☐ **HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.

☐ **COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual.*

☐ **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual.*

☐ **NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan;* (3) *State Housing Fund Program Summary and Application Guide;* (4) State of Arizona Qualified Allocation Plan; and *(5) National Housing Trust Fund Allocation Plan.*

☐ **DOE WAP** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan);* (3) *Health and Safety Plan (HSD Plan);* (4) *the Arizona Weatherization Policies and Procedures Handbook;* (5) *Arizona Weatherization Assistance Program Field Guide;* (6) *Standard Work Specifications;* and (7) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (3) *Health and Safety Plan (HSD Plan);* (4) *the Arizona Weatherization Policies and Procedures Handbook;* (5) *Arizona Weatherization Assistance Program Field Guide;* (6) *Standard Work Specifications;* and (7) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **SWG WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (2) *Health and Safety Plan (HSD Plan);* (3) *the Arizona Weatherization Policies and Procedures Handbook;* (4) *Arizona Weatherization Assistance Program Field Guide;* (5) *Standard Work Specifications;* and (6) *WAP Memorandum 15-10 Quality Management Plan.*

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;
(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;
(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
(f) The ownership entity changes; and
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

☐ **HOME, NHTF or HTF** funded rental development projects ("Rental Projects"). Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding

two (2) months (i.e. the January report covers the months of November and December).

☒ **HOME, HTF and CDBG** non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a *Quarterly Progress Report* attached hereto as Attachment B. The Quarterly Progress Report must be submitted to ADOH on the 15th of July, October, January and April and address activities of the preceding three (3) months (i.e. the July report covers the months of April, May and June). Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☐ **COC** funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than sixty (60) days following the contract termination date listed on Page 1 of the Agreement.

☐ **HOPWA** funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.

☐ **DOE WAP, LIHEAP WAP and SWG WAP** funded projects ("Weatherization Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **Rental Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Quarterly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Homeless Projects funded with COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Weatherization.** Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☒ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☐ **HOME, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

(a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

☐ **WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with

the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

☐ **WEATHERIZATION (DOE WAP, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☒ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and

outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"**Interest**" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"**Program Income**" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work;* and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;

(d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
(e) Recapture funds and terminate contract;
(f) Withhold future ADOH grant awards from all sources; or
(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

☒ **CDBG funded projects only**: All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

☐ **WEATHERIZATION projects only**: All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been

approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

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

Section 27. APPLICABLE LAW AND ARBITRATION

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

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, LIHEAP WAP) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.

(c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the

federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

SANTA CRUZ COUTNY
Entity
MARY DAHL
Attention (if applicable)
2150 NORTH CONGRESS DRIVE
Mailing Address
NOGALES, ARIZONA 85621
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, **ARIZONA DEPARTMENT OF HOUSING**	Santa Cruz County **RECIPIENT**
BY: _____	BY: _____
Michael Trailor	Rudy Molera
TITLE: Director	TITLE: Board of Supervisors Chair
DATE: _____	DATE: _____

Attachment A
SCOPE OF WORK

Santa Cruz County Colonia – Nogalitos Waste Water/Drainage Improvements

Activity #1 - Administration **$56,100 CDBG**

To carry out all required actions to administer activities funded from the **FY 2015/FY2016 CDBG Colonia Set Aside Account.** Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

Activity #2 – Nogalitos Waste Water/Drainage Improvements **$1,311,966 CDBG**

To use CDBG funds to construct waste water drainage improvements in the designated colonias area known as Nogalitos, Arizona. Improvements will consist of excavation of an approximate 4-acre upstream detention basin to detain flood flows over 2 watersheds with a combined contributory area of about 120 acres; and reconstruction of approximately 1,760 feet of residential street with inverted crowns to convey storm flows safely through the Nogalitos neighborhood.

This activity will meet the Low to Moderate Income National Objective (LMA) and will benefit approximately 185 people of whom 185 (or 100%) are low-to-moderate income.

HUD Performance Measures

Objective: Suitable Living Environment

Outcome: Improved Sustainability

Indicator(s): Number of people (LMI included) with improved access

Data Collection Methodology: Document the number of residents living in the service area who have improved access as a result of the waste water drainage improvements.

Arizona Department of Housing

CDBG Colonia

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	Santa Cruz County	Date	
Contract No	116-17 Contract Period: from December 2016 to December 30, 2018	Revision	
Activity	Nogalitos Waste Water/Drainage Improvements	Jan April July Oct	
Recipient Address	2150 N. Congress Drive	Project City	Nogales
Contact Person	Mary Dahl	Zip Code	85621-1090
Phone	520.841-0111 Email mdahl@santacruzcountyaz.go	Fax	
Program Specialist	Diane Olsen Email diane.olsen@azhousing.gov	Project County	Santa Cruz

Indicate adherence to contract or schedule changes. Due by the 15th Jan, April, July, Oct.

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
ERR E-13 Executed	11/30/2016		
ADOH Contract Executed	12/31/2016		
Procure Engineer for Construction Management	2/28/2017		
Procure Contractor	4/30/2017		
Construction Begins	5/31/2017		
Construction Completed	11/30/2017		
Final Inspections	12/30/2017		
Project Complete-Contract Close Out	3/2/2018		

Please provide a brief description of activities performed this three month period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific.

Recipient Authorized Signature Date	Title

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Arizona Department of Housing

CDBG Colonia

Attachment C

Budget

Recipient	Santa Cruz County			Date	
Contract No./File No.	116-17 Contract Period: from December 2016 to December 30, 2017			Revision No.	
Activity	Nogalitos Waste Water/Drainage Improvments				
Recipient Address	2150 N. Congress Dr.			City	Nogales
Contact Person	Mary Dahl			Fax	85621-1090
Phone	520.841-0111	Email	mdahl@santacruzcountyaz.gov	Zip Code	
Program Specialist	Diane Olsen	Email	diane.olsen@azhousing.gov	County	Santa Cruz

a	b	c	d	e	f	g
Budget Line Item or Activity No.	CDBG Colonia 2015	CDBG Colonia 2016	Source Program Year	Source Program Year	Source Program Year	Source Program Year
Activity 1 -- Admin	$26,100	$30,000				
Activity 2 -- Street Imp.	$986,636.00	$325,330.00				
Total	$1,012,736.00	$355,330.00				$1,368,066.00

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Arizona Department of Housing

CDBG (F-3)

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Santa Cruz County	Date	
Contract No	116-17 Contract Period: from December 2016 to December 30, 2018	Pay Req. No/Mo	
Activity	Nogalitos Waste Water/Drainage Improvements	Direct Wire Dep	Yes No
Recipient Address	2150 N. Congress Dr.	City	Nogales
Contact Person	Mary Dahl	ZIP	85621-1090
Phone	520.841.0111 Email mdahl@santacruzcountyaz.gov	Fax	520.375.7684
Program Specialist	Diane Olsen Email diane.olsen@azhousing.gov	County	Santa Cruz

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	CDBG Colonia FY2015/2016	CDBG Colonia FY2015/2016	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Act. 1 Administration		$56,100.00			$ 56,100.00		$ 56,100.00
Act. 2 Street Imp.			$1,311,966.00		$ 1,311,966.00		$ 1,311,966.00
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
Total		$ 56,100.00	$ 1,311,966.00	$ -	$ 1,368,066.00	$ -	$ 1,368,066.00

Recipient Authorized Signature	Date	Title

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports		Current ☐	Not Current☐	For ADOH Use Only	
ADOH Program Specialist Approval			Date	ADOH Program Administrator Approval	Date

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Arizona Department of Housing

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ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Recipient	Santa Cruz County - Nogalitos	Date	
Contract No	116-17	Pay Req. No	

Budget Line Item or Activity No	Description of Expense (List in according to funding source)	Paid (or Payable) to	Date Paid	Check # Invoice PO	Invoice Amount Charged to CDBG	Balance paid by other source	Name of other source
Totals							

ATTACHMENT F

CERTIFICATION AND OTHER REQUIREMENTS RELATING TO TITLE I ASSISTANCE

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
   a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
   b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 2 CFR part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
11. It will comply with
    a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
    b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.

c. Section 109 of the Housing and Community Development Act of 1974.
d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
g. Federal Fair Housing Act of 1988, P.L. 100-430.
h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.

12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
13. It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
14. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
    a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
    b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low income persons.

21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with 2 CFR 200, Subpart F – Audit Requirements; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
    a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
    b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

    "This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

AUTHORIZATION TO SUBMIT APPLICATION AND IMPLEMENT CDBG PROJECT

RESOLUTION NO. 2016-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2015/2016 STATE COLONIAS SET-ASIDE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITY OUTLINED IN SAID APPLICATION.

WHEREAS, the County of Santa Cruz is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within this application addresses the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, an Applicant of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Santa Cruz authorizes an application to be made to the State of Arizona, Department of Housing for FY2015/2016 Colonias Set-Aside CDBG funds, and authorizes the Chairman of the Board to sign the application and contract or grant documents for receipt and use of these funds for:

- Nogalitos Wastewater Drainage Improvements

and to take all actions necessary to implement and complete the activity submitted in said application; and

THAT this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

THAT, the Board of Supervisors will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in the application.

Passed and adopted by the Board of Supervisors this 17th day of August, 2016.

BOARD OF SUPERVISORS

Rudy Molera, Chairman

ATTEST:

Melinda Meek, Clerk of the Board

APPROVED AS TO FORM:

Charlene Laplante, Chief Deputy County Attorney

Arizona
Department
of Housing

CERTIFICATIONS

APPLICANT CERTIFICATIONS FOR FY2015-2016 COLONIAS

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
   a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
   b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.

11. It will comply with
    a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
    b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
    c. Section 109 of the Housing and Community Development Act of 1974.
    d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
    e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
    f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
    g. Federal Fair Housing Act of 1988, P.L. 100-430.
    h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
    i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.

12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
13. The Applicant certifies that there was no participation in any aspect or manner of the due diligence, compilation, preparation, or submission process relating to this Application, or the project that is the subject of this Application, by any person(s) or entity(ies) in violation of applicable State of Arizona (such as those found at A.R.S. §§ 38-501 - 38-511) or federal (such as those found at 24 CFR 92.365 relating to the administration of HOME funds or 24 CFR 570.611 relating to the administration of CDBG funds) conflict of interest laws . Should ADOH determine that such a conflict exists; the Application will be discontinued from consideration of the award at issue. Further, violations of any other applicable state or federal law will similarly result in disqualification of the Application from consideration of said award. Applicant further certifies It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
14. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.

18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless:**
    a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
    b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low-income persons.

21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
    a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
    b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

CERTIFIED BY:

Signature of Mayor or Chair of County Board

8/17/2016
Date

Rudy Molera
Typed Name of Mayor or Chair of County Board

NOTE: The Attorney General has ruled that these Certifications must have an original signature when submitted to the CDBG Program. If an applicant submits more than one application, the Certifications should be included in the application that includes administration funds and other general items such as public participation, resolutions, etc.

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RESOLUTION NO. 2016-18

A RESOLUTION OF THE SANTA CRUZ COUNTY BOARD OF SUPERVISORS RECOGNIZING THE TUBAC HISTORICAL SOCIETY FOR 50 YEARS OF SERVICE

WHEREAS, the Tubac Historical Society is an organization of volunteers who preserve and protect the History of Tubac; and

WHEREAS, volunteers have been providing the community of Tubac with numerous ancillary services supporting and protecting the history and historic architecture of the Tubac community; and

WHEREAS, the preservation of the history of Tubac is of great significance to the county of Santa Cruz and its citizenry; and

WHEREAS, the preservation of the history of Tubac is also of significant economic value to the business community of Tubac.

NOW, THEREFORE, BE IT BE RESOLVED that Santa Cruz County acknowledges with profound gratitude the service the Tubac Historical Society has provided to the County for the last 50 years.

BE IT FURTHER RESOLVED that the Santa Cruz County Board of Supervisors extends its gratitude to the Tubac Historical Society to continue its services for another 50 years and encourages citizens to volunteer and support worthy non-profit organizations.

PASSED AND ADOPTED this 21st day of December, 2016.

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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 Civil Deputy County Attorney

BOND FOR ISSUANCE OF DUPLICATE WARRANT

Know all men these presents that the payee undersigned was issued warrant number **4027137** on the Treasurer of Santa Cruz County in the amount of **$ 87.56** dated on or about **May 20, 2016** and that said warrant has been irretrievably lost or destroyed, and that (she/he) and (her/his) surety undersigned are held and firmly bond unto Santa Cruz County in double the above amount, for the payment of which each binds himself, his successors and assigns, jointly and severally, firmly by these presents.

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

Signed, executed, and delivered at Santa Cruz County, this 21 day of Nov 2016.

Payee: **Culligan of Tucson**

Address: Department 8973
P.O. Box 77043

Minneapolis, MN 55480-7743

Surety: Danielle Truso

Address: 2209 E Ginter Rd

Tucson, AZ 85706

STATE OF ARIZONA }
}
COUNTY OF SANTA CRUZ }

On the 21 day of NOV, 2016, before me the undersigned notary public, personally appeared the payee **CULLIGAN OF TUCSON**, and the surety, Danielle Truso, each of whom acknowledged that (s) he executed the foregoing bond.

Nichole Dubielak
Notary Public

My Commission Expires:

09-22-2019

Nichole Dubielak
Notary Public
Pima County, Arizona
My Comm. Expires 9-22-19

This portion to be filled in as to the surety only and not to the payee

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Date Printed: 12/1/2016 10:27
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2016
Resolution No: 34538
Date Created: 12/1/2016 10:27 AM

Reason For Change:

Ownership and address correction for 2016 tax year.

AS BILLED PARCEL ID: 10523122B AREA CODE 0150
ACCOUNT NUMBER: R000007672
PUC 1041-MS CM,CNTRT/LSCP STOR YD

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RI	2,501	15.00	0	375
02RL	12,219	15.00	0	1,833
Total	14,720		0	2,208

Full Cash	Valuation	%	Exempt	Net Assessed
02RI	2,501	15.00	0	375
02RL	12,219	15.00	0	1,833
Total	14,720		0	2,208

CHANGE TO PARCEL ID: 10523122B AREA CODE 0150
ACCOUNT NUMBER: R000007672
PUC 1041-MS CM,CNTRT/LSCP STOR YD

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RI	2,501	15.00	0	375
02RL	12,219	15.00	0	1,833
Total	14,720		0	2,208

Full Cash	Valuation	%	Exempt	Net Assessed
02RI	2,501	15.00	0	375
02RL	12,219	15.00	0	1,833
Total	14,720		0	2,208

Description As Billed
PORTION OF N2 SE4 SEC 31 23/14

KNP LLC
18165 TELEGRAPH RD
ROMULOS, MI 48174

Description Change To
PORTION OF N2 SE4 SEC 31 23/14

RUIZ REAL ESTATE LLC
1590 W FAIRWAY DRIVE
NOGALES, AZ 85621

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Date Printed: 12/1/2016 11:20
Prepared By: MIGUEL

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2016
Resolution No: 34539
Date Created: 12/1/2016 11:20 AM

Reason For Change:

Property located in floodway, floodplain, property used for irrigation purposes only.

AS BILLED PARCEL ID: 15001005 AREA CODE 2801
ACCOUNT NUMBER: R000050144
PUC 8794-MISC RES>5 AC,RUR N-SUBD

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
0112I	22,315	18.00	0	4,017
02RL	133,699	15.00	0	20,055
Total	156,014		0	24,072

Full Cash	Valuation	%	Exempt	Net Assessed
0112I	23,327	18.00	0	4,199
02RL	134,178	15.00	0	20,127
Total	157,505		0	24,326

CHANGE TO PARCEL ID: 15001005 AREA CODE 2801
ACCOUNT NUMBER: R000050144
PUC 8794-MISC RES>5 AC,RUR N-SUBD

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
0112I	22,315	18.00	0	4,017
0112L	8,418	18.00	0	1,515
02RLA	12,164	15.00	0	1,825
Total	42,897		0	7,357

Full Cash	Valuation	%	Exempt	Net Assessed
0112I	23,327	18.00	0	4,199
0112L	8,800	18.00	0	1,584
02RLA	12,198	15.00	0	1,830
Total	44,325		0	7,613

Description As Billed
A PORTION OF SECTION 31 T23S R15E AND PORTION IN SECTION 36 T24S R15E

CARRANZA RODOLFO
887 E ROPER ROAD
NOGALES, AZ 85621

Description Change To
A PORTION OF SECTION 31 T23S R15E AND PORTION IN SECTION 36 T24S R15E

CARRANZA RODOLFO
887 E ROPER ROAD
NOGALES, AZ 85621

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Date Printed: 12/6/2016 3:41
Prepared By: SERGIO

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2016
Resolution No: 34542
Date Created: 12/6/2016 3:41 PM

Reason For Change:

OWNERSHIP CORRECTION IN REFERENCE OF RECORDED SALE 2015-4821. LAND VALUE HAS BEEN ADJUSTED TO REFLECT AGRICULTURAL CLASSIFICATION FOR PROPERTY.

AS BILLED PARCEL ID: 11243471 AREA CODE 0600
ACCOUNT NUMBER: R000014695
PUC 0013-VL-RES-RURAL-SUBDIVIDED

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	85,024	15.00	0	12,754
Total	85,024		0	12,754

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	85,215	15.00	0	12,782
Total	85,215		0	12,782

CHANGE TO PARCEL ID: 11243471 AREA CODE 0600
ACCOUNT NUMBER: R000014695
PUC 4710-RANCH PROPERTY

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	739	15.00	0	111
Total	739		0	111

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	741	15.00	0	111
Total	741		0	111

Description As Billed
SUB SALERO RANCH UNIT NO 5 LOT 171.

FIRST AMERICAN TITLE INSURANCE COMPANY
A CALIFORNIA CORPORATION TRUST # 8584
5555 E VAN BUREN ST STE 210
PHOENIX, AZ 85008

Description Change To
SUB SALERO RANCH UNIT NO 5 LOT 171.

FIRST AMERICAN TITLE INSURANCE COMPANY
A CALIFORNIA CORPORATION TRUST # 8584
5555 E VAN BUREN ST STE 210
PHOENIX, AZ 85008

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Date Printed: 12/7/2016 12:44
Prepared By: EDMO

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2016
Resolution No: 34543
Date Created: 12/7/2016 12:44 PM

Reason For Change:

REMOVAL OF AN IMPROVEMENT(DEMOLISH HOUSE)

AS BILLED PARCEL ID: 10934080 AREA CODE 2501
ACCOUNT NUMBER: R000010743
PUC 8774-MX RES >5A,RUR N-SUBDVD

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RI	104,954	15.00	0	15,743
02RL	59,180	15.00	0	8,877
03I	104,938	10.00	0	10,494
03L	19,389	10.00	0	1,939
Total	288,461		0	37,053

Full Cash	Valuation	%	Exempt	Net Assessed
02RI	106,408	15.00	0	15,961
02RL	60,000	15.00	0	9,000
03I	108,247	10.00	0	10,825
03L	20,000	10.00	0	2,000
Total	294,655		0	37,786

CHANGE TO PARCEL ID: 10934080 AREA CODE 2501
ACCOUNT NUMBER: R000010743
PUC 8774-MX RES >5A,RUR N-SUBDVD

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RI	104,954	15.00	0	15,743
02RL	59,180	15.00	0	8,877
03L	19,389	10.00	0	1,939
Total	183,523		0	26,559

Full Cash	Valuation	%	Exempt	Net Assessed
02RI	106,408	15.00	0	15,961
02RL	60,000	15.00	0	9,000
03L	20,000	10.00	0	2,000
Total	186,408		0	26,961

Description As Billed
PT OF LAND IN THE NE4 NW4 OF SEC 30 T 20S R 17E

HOGAN MICHAEL F
STEPHENS LYLE E
3088 S HWY 83
SONOITA, AZ 85637

Description Change To
PT OF LAND IN THE NE4 NW4 OF SEC 30 T 20S R 17E

HOGAN MICHAEL F
STEPHENS LYLE E
3088 S HWY 83
SONOITA, AZ 85637