1. REGULAR MEETING AGENDA

   Documents: 01-06-16.DOC

2. DOCUMENTATION-10 MB

   Documents: 01-06-16.PDF

Board of Supervisors

Santa Cruz County

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

PUBLIC NOTICE OF MEETING

Notice is hereby given, pursuant to A.R.S. 38-431.02, that the Board of Supervisors of Santa Cruz County, State of Arizona, will hold a ***REGULAR MEETING*** ***8:00 a.m.***, on ***WEDNESDAY, January 6th, 2016*** at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

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

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

Dated this 4th day of January, 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
January 6, 2016 at 8:00 a.m.
Santa Cruz County Complex
2150 N. Congress Drive, Room 120
Nogales, AZ 85621

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. ADOPTION OF AGENDA

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

D. CURRENT EVENTS
1. Board of Supervisors
2. Manager

E. DEPARTMENT REPORTS AND ACTIVITIES
1. Finance: cash & investments, expenditures & revenues reports

F. FLOOD CONTROL
1. Director's/Project Report
2. Monthly Report from City of Nogales
3. Monthly Report from the Town of Patagonia
4. Public Comment **ACTION TAKEN**
5. Discussion/possible action to approve a change order for the Old Tucson Road Bank Protection project to construct a pedestrian pathway along the bank (Req: Jesus Valdez) _____
6. Discussion/possible action to direct staff to solicit construction bids for The Nogalitos Project (Req: Vice-Chairman Ruiz) _____

G. JAIL DISTRICT
1. Discussion/possible action to approve Intergovernmental Agreement with the City of Tucson Contract No. 18242 for the Incarceration of City of Tucson Prisoners (Req: Sheriff) _____

H. ACTION ITEMS
1. Discussion/possible action to approve Amendment No. 1 to Intergovernmental Agreement Contract No. DI16-002111 with the Arizona Department of Economic Security (Req: Mauricio A. Chavez) _____
2. Discussion/possible action to approve Ordinance 2016-01 Establishing Regulations for Conduct in Santa Cruz County Parks & Recreational Facilities (Req: Jennifer St. John) _____
3. Personnel, waive of hiring freeze and authorization to fill vacant:
   a. Judicial Assistant position (Req: Judge Fink) _____
   b. Administrative Services Director position (Req: Carlos Rivera) _____
4. Discussion/possible action to direct staff to solicit construction bids for The Nogalitos Project (Req: Vice-Chairman Ruiz) _____
5. Discussion/possible action to approve Bond for Duplicate Warrant #4-642738 in the

amount of $1,057.50 dated 10/15/15 payable to ECD Systems, LLC (Req: Clerk) _____

6. Tax Valuation Adjustments: (Req: Assessor)
   a. 111-23-010 – Bjerke Steve D & Beth A, Resolution No. 34364 _____
   b. 111-23-010 – Bjerke Steve D & Beth A, Resolution No. 34366 _____

7. Demands _____
8. Monthly Reports _____
9. Approval of Minutes: 6/24/15 _____

10.00 a.m.

I. PUBLIC HEARING

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

J. ADJOURNMENT

Posted: 1/4/16 at 11:45 a.m. by EP
Melinda Meek
Melinda Meek, Clerk of the Board

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

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Back to Agenda

CASH AND INVESTMENT REPORT

January 6, 2016

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	**100**	**GENERAL FUND**	**2,812,759**		**8,513,611**	**11,326,370**
225	101	J.P. #1 TIME PAYMENT FEES	43,177			43,177
245	102	J.P. #2 TIME PAYMENT FEES	(5,808)			(5,808)
262	103	J.C.E.F. COURT FEES	135,272			135,272
181	106	EXPED. CHILD SUPPORT & VISITATION	76,851			76,851
180	107	CLERK SUPERIOR COURT RETRIEVAL	73,029			73,029
182	108	SPOUSAL MAINTENANCE FUND	11,678			11,678
183	109	CHILD SUPPORT AUTOMATION FUND	1,853			1,853
125	110	PROSECUTION HIDTA (PIMA)	(42,771)			(42,771)
126	111	ATTORNEY'S DIVERSION PROGRAM	(875)			(875)
127	112	VICTIM RIGHTS NOTIFICATION	11,090			11,090
128	113	BAD CHECK COLLECTION	(7,105)			(7,105)
130	116	COST OF PROSECUTION	(161)		199	38
184	118	DOMESTIC REL. ED. MEDIATION FD	8,816			8,816
258	119	DOMESTIC REL. ED. CHILD ISSUES	163			163
185	122	NON IV-D CONVERSION FUND	707			707
259	125	FILL THE GAP (5%)	120,774			120,774
111	128	RETRIEVAL CONVERSION FUND	85,046		182,145	267,192
227	133	CIRCLES OF PEACE	2,418			2,418
203	134	LEPC GRANT	1,799			1,799
112	135	TAXPAYERS' INFORMATION FUND	49,133			49,133
205	139	DOMSTC PREP HAZRD MAT TRAINING	2			2
132	141	FILL THE GAP (ATTORNEY)	7,118			7,118
110	142	ASSESSOR'S RETRIEVAL	71,255			71,255
133	143	5% FTG ALLOC-C.A. 21.61%	18,330			18,330
206	144	EMERGENCY RESPONSE FUND	38			38
228	148	JUSTICE COURT #1 FARE FUND	5,605			5,605
151	151	FEDERAL PROGRAM INCOME-CA	(4,317)			(4,317)
154	154	ADHS OVERTIME 130435-01	0			0
615	155	CASE MANAGEMENT FUND	49,533			49,533
155	156	SLOT GRANT- COUNTY ATTORNEY	(29,611)			(29,611)
676	191	SCHOOL FOREST FEES FUND	48,963			48,963
677	192	EARLY LEARN-LEARNING TOGETHER	15,373			15,373
679	194	READING FIRST-TECH ASSISTANT	0			0
680	195	CAROL M WHITE - PHYSICAL ED GRANT	0			0
329	197	COMMISSARY FUND	76,949			76,949
117	198	SANTA CRUZ FAIR ASSOCIATION	(5,000)			(5,000)
257	203	LAW LIBRARY FUND	38,277			38,277
120	204	OLD COURTHOUSE FUND	(15,484)			(15,484)
105	**205**	**ROAD FUND**	**384,206**		**660,630**	**1,044,836**
625	206	WASTE TIRE GRANT (ADEQ)	98,377			98,377
600	207	ANIMAL CONTROL FUND	(88,377)			(88,377)
601	208	STERILIZATION ENFORCEMENT FUND	48,604			48,604
106	209	ADOT HOUSE BILL 2565	0.12			0.12
134	210	ANTI-RACKETEERING #2	(67,118)			(67,118)
135	211	A.C.J.C. PROSECUTION #20	(10,011)			(10,011)
136	212	RESTITUTION--VICTIM COMP	20,274			20,274
138	214	ATTY'S VICTIMS COMP. FUND	(19,892)			(19,892)
326	216	HIDTA 16	0			0
327	217	SHERIFF A.C.J.C. GRANT	(85,088)			(85,088)
139	219	ATTORNEY'S ENHANCEMENT FUND	(3,606)			(3,606)
282	221	JUVENILE PROBATION FEES	105,563		24,888	130,450
263	222	FARE PROGRAM FUND	467			467
280	223	FAMILY COUNSELING GRANT	14,254			14,254
308	224	ADULT PROBATION FEES	250,825		96,339	347,164
140	225	VICTIM ASSISTANCE GRANT	(2,227)			(2,227)
277	226	JCEF-STANDARD	0			0
302	227	JCEF-STATE AID ENHANCEMENT	0			0
281	228	JUVENILE DIVERSION FEES	86,506		3,755	90,261
311	229	JCEF-ADULT INTENSIVE PROBATION	0			0
275	230	PIC-ACT GRANT	1,678			1,678
300	231	COMMUNITY PUNISHMENT PROGRAM	26,043			26,043
274	232	JCEF-JUVENILE INTENSIVE PROB.	0			0
250	233	CASA PROGRAM FUND	(375)			(375)
273	234	JUVENILE INTENSIVE PROBATION	8,743			8,743
310	235	ADULT INTENSIVE PROBATION	(27,468)			(27,468)

276	236	STANDARD PROBATION	23,507		23,507
301	237	STATE AID ENHANCEMENT GRANT	(17,789)		(17,789)
304	238	DRUG ENFORCEMENT GRANT	0		0
312	239	PROBATION/PAROLE SERVICES	5,377	47,996	53,373
330	240	JAIL ENHANCEMENT GRANT	268,028		268,028
331	242	GOHS GRANT (SHERIFF)	(3,116)		(3,116)
332	243	VICTIM BILL OF RIGHTS	5,049		5,049
333	247	CJEF BURGLARY PREVENTION	0		0
683	249	JUVENILE EDUCATION FUND	31,214		31,214
370	250	HEALTH SERVICE FUND	(98,291)		(98,291)
141	264	F.B.I. SEIZURE GRANT	0	974	974
255	267	TRAFFIC CASE PROCESSING FUND	188		188
337	268	DOJ BULLET PROOF VEST FUNDING	(6,788)		(6,788)
377	269	BIO-TERRORISM GRANT	19,383		19,383
338	270	AATA LAW ENFORCEMENT GRANT	625		625
685	272	TITLE II-A	6,327		6,327
339	273	DUI ENFORCEMENT GRANT	17,000		17,000
686	274	TITLE II-D	(12,980)		(12,980)
142	276	AZ AUTO THEFT AUTHORITY (ATTY)	9,471		9,471
143/342	277	PROGRAM INCOME C.A. & METRO	29,433		29,433
689	280	PART B IDEA BASIC	(2,227)		(2,227)
690	281	CHEMICAL ABUSE	0		0
346	286	ACJC/JAG UNDER 10K	1,476		1,476
344	287	ANTI METH INITIATIVE	64		64
379	288	T.B. GRANT	(2,000)		(2,000)
283	290	JUV PROB SVC EXTRA FEES > $40	19,830		19,830
307	291	ADULT PROB FEES INTRST COMP 30%	9,671		9,671
309	292	ADULT PROB SVC EXTRA FEES > $40	114,447		114,447
691	299	COUNTY JAIL EDUCATION	77,594		77,594
254	300	COMMUNITY ADVISORY BOARD	23		23
306	301	ADULT PROBATION DRUG TESTING	20,920		20,920
278	302	DIVERSION CONSEQUENCES	3,214		3,214
279	303	JUV PROB SVC FUND TREATMENT	(95)		(95)
303	304	DRUG TREATMENT & EDUCATION FUND	10,881		10,881
254	305	JUVENILE COMMUNITY ADVISORY BRD	0.01		0.01
305	306	VICTIMS RIGHTS PROBATION	4,485		4,485
251	307	MODEL COURT, CRT IMPROVEMENT	0		0
253	308	CASE PROCESSING IV-D	0		0
252	309	D.E.S. IV-D	(17,165)		(17,165)
256	312	FTG-INDIGENT DEFENSE	4	22	26
626	313	SELF HHW/ABOP SITE	6,149		6,149
288	314	COMMUNITY SERVICE	387		387
287	315	JAIBG-JUV	209		209
290	319	JUVENILE DETENTION ALTERNATIVE INITIATIVES	0		0
260	321	5% FTG ALLOC-SUP CRT 57.37%	495,903		495,903
261	322	5% FTG ALLOC-IND DEF 20.53%	254,772		254,772
313	323	GLOBAL POSITIONING SYSTEM	(159)		(159)
800	332	EPA WETLANDS PROTECTION DEV	0		0
209	335	CITIZEN CORPS TRAIN #130405-01	0		0
650	**350**	**FLOOD CONTROL DISTRICT FUND**	**319,200**	**873,455**	**1,192,656**
950	351	FIRE DISTRICT SECONDARY FUND	111,447		111,447
352	352	BORDER SECURITY ENHANCEMENT	72		72
651	353	FLOOD CONTROL RESERVE FUND	363,654	61,611	425,265
354	354	ICE GRANT	(86,032)		(86,032)
355	355	OPERATION STONE GARDEN #999435	(915)		(915)
356	356	SLOT GRANT	0		0
357	357	TOHONO O'ODHAM (SO)	51,362		51,362
358	358	OPERATION STONE GARDEN #130433-01	(2,086)		(2,086)
359	359	OPERATION STONE GARDEN	(186,774)		(186,774)
725	365	PROFESSIONAL DEVELOPMENT GRANT	(52)		(52)
746	377	WIA RAPID RESPONSE	(834)		(834)
727/728	380	WIA YOUTH PROGRAM	(25,446)		(25,446)
729	381	WIA GENERAL	93		93
731	383	LAND MANAGEMENT-WIA	10,665		10,665
732	384	WIA/TANF SET A SIDE	(1,523)		(1,523)
733	385	DEPT OF EDUC. RECREATION GRANT	2,221		2,221
747	387	ADULT EDUCATION	(17,371)		(17,371)
739	393	WIA ADULT	(17,164)		(17,164)
740	394	WIA DISLOCATED WORKER	(20,639)		(20,639)
741	395	WIA ADMINISTRATION	(7,425)		(7,425)
743	397	WORK INCENTIVE GRANT	0		0
400	408	APRON RECONSTRUCTION	4,810		4,810
490	415	CDBG PROJECTS	59,634		59,634

406	429	FY 2014 CDBG REGIONAL ACCOUNT	0		0
407	430	PHASE 1 - APRON DESIGN	(3,736)		(3,736)
451	431	RIO RICO RD IMPROVEMENT-CDBG	(105,748)		(105,748)
412	441	EVIRON ASSESSMENT-LAND ACQ	2,943		2,943
414	443	AIRPORT MASTER PLAN UPDATE	6,800		6,800
453	453	CDBG GORRION COURT	2,099		2,099
442	486	JAIL DIST CONSTRUCTION/BOND PROCEEDS	90,779	111,031	201,810
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336	51,053	53,389
121	488	BUILDING DEBT SERVICE	215,144	51,934	267,078
325	**489**	**JAIL DISTRICT**	**367,533**	**211,212**	**578,745**
502	502	TOHONO O'ODHAM (LANDFILL)	0.12		**0.12**
500	540	LANDFILL	(137,557)		(137,557)
501	541	LANDFILL RESERVE FUND	116,545	992,394	1,108,938
602	602	OFFICER SAFETY EQUIPMENT-AC	2,119		2,119
704	659	IDEA BASIC/SECURE CARE (Z-220)	1,791		1,791
701	663	1ST CENT COM. LEARNING (Z-300)	481		481
706	664	TAYLOR GRAZING FEES (Z-395)	2,093		2,093
707	665	STATE CHEMICAL ABUSE (Z-430)	30		30
951	667	INDIRECT COSTS (Z-570)	10,734		10,734
699	676	SPECIAL SVCS 15-365 (Z-931)	331,057		331,057
953	677	SCC CONSORTIUM DUES (Z-834)	2,332		2,332
711	687	IDEA BASIC ADULT SECURE CARE	(2,546)		(2,546)
712	688	JUVENILE DETENTION LEARN	8,136		8,136
118	689	HAVA BLOCK GRANT	15,174		15,174
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	5,519		5,519
716	716	TEAM ANONYMOUS	3,819		3,819
717	717	ADOLESCENT WELLNESS NETWORK	6,096		6,096
718	718	DISTRICT #99-INSURANCE FUND	10,173		10,173
719	719	YOUTH CAREER CONNECT GRANT	(76,012)		(76,012)
720	720	HEALTHY STUDENTS	(11,724)		(11,724)
750	750	ADULT EDUCATION - ELAA STATE	(19,020)		(19,020)
751	751	ADULT EDUCATION - ELAA FEDERAL	(47,242)		(47,242)
752	752	CAREER & COLLEGE READINESS	2		2
753	753	ADULT EDUCATION - ABE/ASE STATE	(8,168)		(8,168)
756	756	WIOA TABE 9-10	(18,932)		(18,932)
759	759	WIOA POSTSECONDARY BRIDGE	(2,181)		(2,181)
186	956	EMANCIPATION ADMIN COSTS	66		66
248	974	COURT ENHANCEMENT FEE-JP #2	28,022		28,022
247	975	$13 ASSESSMENT FUND-JP #2	5,286		5,286
231	976	COURT ENHANCEMENT FEE-JP #1	70,240		70,240
230	977	$13 ASSESSMENT FUND-JP #1	25,768		25,768
353	978	OFFICER SAFETY EQUIPMENT-SO	25,652		25,652
148	981	DOMESTIC VIOLENCE STOP GRANT	(31,152)		(31,152)
107	985	PALO PARADO RAILROAD IMPROV	0		0
149	986	VICTIM SERVICES DONATIONS	532		532
229	987	INCREASING EFFICIENCY	13,469		13,469
289	988	JUV DIVERSION SVC FEES-OVER	6,762		6,762
351	992	FEDERAL PROGRAM INCOME-MTF	6,330		6,330
386	993	MEDICAL RESERVE CORP	22,965		22,965
246	995	JP 2 FARE PROGRAM	1,053		1,053
208	997	CITIZEN CORPS TRAIN #150406-02	(1,631)		(1,631)
383	998	IMMUNIZATION PROGRAM	0		0
264	999	STATE-FILL THE GAP FUND	0		0
		TOTALS FOR ALL FUNDS	**7,172,406**	**11,883,249**	**$ 19,055,655**
		SUSPENSE FUND (AMT. UNAPPORT.)	**0**		

PROJECTED END OF THE MONTH BALANCE
FOR GENERAL FUND

GENERAL FUND NET CASH BALANCE	2,812,759	
PENDING - REVENUE		
AUTO LIEU	80,000	
SALES TAX	150,000	
COUNTY 1/2 CENT TAX	175,000	
APPORTIONMENT AMOUNT	0	
LOTTERY	0	
PENDING - EXPENDITURES		
JANUARY 6, 2016 EXPENSE WARRANTS	(270,264)	
JANUARY 8, 2016 PAYROLL WARRANTS	(465,000)	
JANUARY 20, 2016 EXPENSE WARRANTS	(250,000)	
JANUARY 22, 2016 PAYROLL WARRANTS	(465,000)	
SPECIAL REVENUE DEFICIT	(1,407,816)	
STATE POOL INVESTMENT	8,513,611	
ESTIMATED E.O.M. BALANCE	**8,873,291**	
DIFFERENCE		**78,794**
CASH AT JANUARY 2015	**8,794,497**	

Jesus J. Valdez, P.E.
General Manager

FLOOD CONTROL DISTRICT
AND
FLOODPLAIN ADMINISTRATION

SANTA CRUZ COUNTY
Project Report
By John Hays

December 3rd, 2015, through January 6th, 2016
As of December 29, 2015

1. District Staff is working on modifications to the Santa Cruz County Floodplain and Erosion Hazard Management Ordinance #2001-03. On February 10th, the Committee moved and passed unanimously to present the current draft, along with the remaining unresolved comments, to the Board at a Study Session before the Draft and comments are taken out to the public for public meetings, review, and comment. Staff held Public Meetings and the Public Review and Comment Period. Public Meetings are scheduled for February 19 (Tubac), 26 (Patagonia/Sonoita Area), March 5 (Nogales) and 19 (Rio Rico) from 5 PM to 8 PM. Public Meetings have been postponed and will be rescheduled. The Public Review and Comment Period for the Draft Ordinance is open until the close of business on May 29, 2015. Numerous comments, approximately 18, have been received. Staff is working on organizing the comments for the committee and trying to find a date the committee can meet again.

2. During the month, the ALERT System reported precipitation ranging from 0.28 inches at the Palo Parado Bridge site to 1.02 inches at the Calabasas site.

3. For 2015, the ALERT System reported precipitation totals ranging from 9.53 inches at Red Mountain to 20.75 inches at the Peck Canyon Site. NOTE total at Palo Parado is low as gauge did not exist for all of 2015.

4. In the first week of January, Staff will be assisting ADWR and its contractor, JE Fuller Hydrology and Geomorphology, in installing and setting up a new precipitation and stream gauge where State Route 82 crosses the Santa Cruz River.

5. District Staff has started a feasibility study to look into the possibility of creating a retention/detention structure upstream of Interstate 19 in the hopes of decreasing the floodplain downstream of I-10 along Western Avenue. Initial indications are that the project is going to be feasible and may cost less than initially assumed. Staff has evaluated the possible alternatives, and decided to move to an alternative that will satisfy ADWR's concerns. The Arizona Division of Emergency Management (ADEM) informed Staff of some grant opportunities (Pre-Disaster Mitigation Grant and Flood Mitigation Assistance Grant) that became open. Staff prepared and submitted a Notice of Intent to Submit to ADEM for determination of eligibility for the Ephraim Canyon Basin Project. Staff prepared and submitted an eGrants application for Flood Mitigation Assistance to finish the design and construct the Ephraim Canyon Basin. Staff has been informed the project was not accepted.

Staff will continue to seek other funding opportunities. Staff has received and commented on the Final Draft of the Feasibility Report for the Project.

6. It was brought to the attention of District Staff that a portion of the bank protections built back in 2001-2002 have partially failed. Staff is working to evaluate and make repairs. Staff may bring forward recommendations for a long term plan for improvements at a later date. Staff has meet with the engineering firm that designed the protection and they are currently evaluating what may have been the cause of the failure and are helping to look for funds for repair. Staff, with the assistance of the original engineering firm, has prepared and submitted Notices of Intent for the PDM and FMA Grants for the repair word that is needed. Staff has prepared and submitted eGrants Application to fund the repairs and mitigation needed to repair and strengthen the bank protection. Staff has been informed that the project was not accepted.

7. District Staff received no (0) Site Review Applications. For 2015, the District received 49 Site Review Applications, 15 were from the City of Nogales.

8. District Staff received eight (8) Floodplain Use Permit applications. Three (3) of the applications were located within the City of Nogales. For 2015, the District received 97 Floodplain Use Permit applications, 40 were from the City of Nogales

9. District Staff reviewed the floodplain status of seventy-four (74) properties during the past month. One (1) of the properties was located within the City of Nogales. None (0) of the properties were located in the Town of Patagonia. For 2015, the District reviewed the status of 2,173 properties, 400 within the City of Nogales, 74 within the Town of Patagonia.

10. District Staff received two (2) drainage complaint. None (0) of the complaints was from the City of Nogales. For 2015, the District received 17 complaints, one was from the City of Nogales.

11. The Town of Patagonia had no report when this report was compiled.

12. The City of Nogales had no report when this report was compiled.

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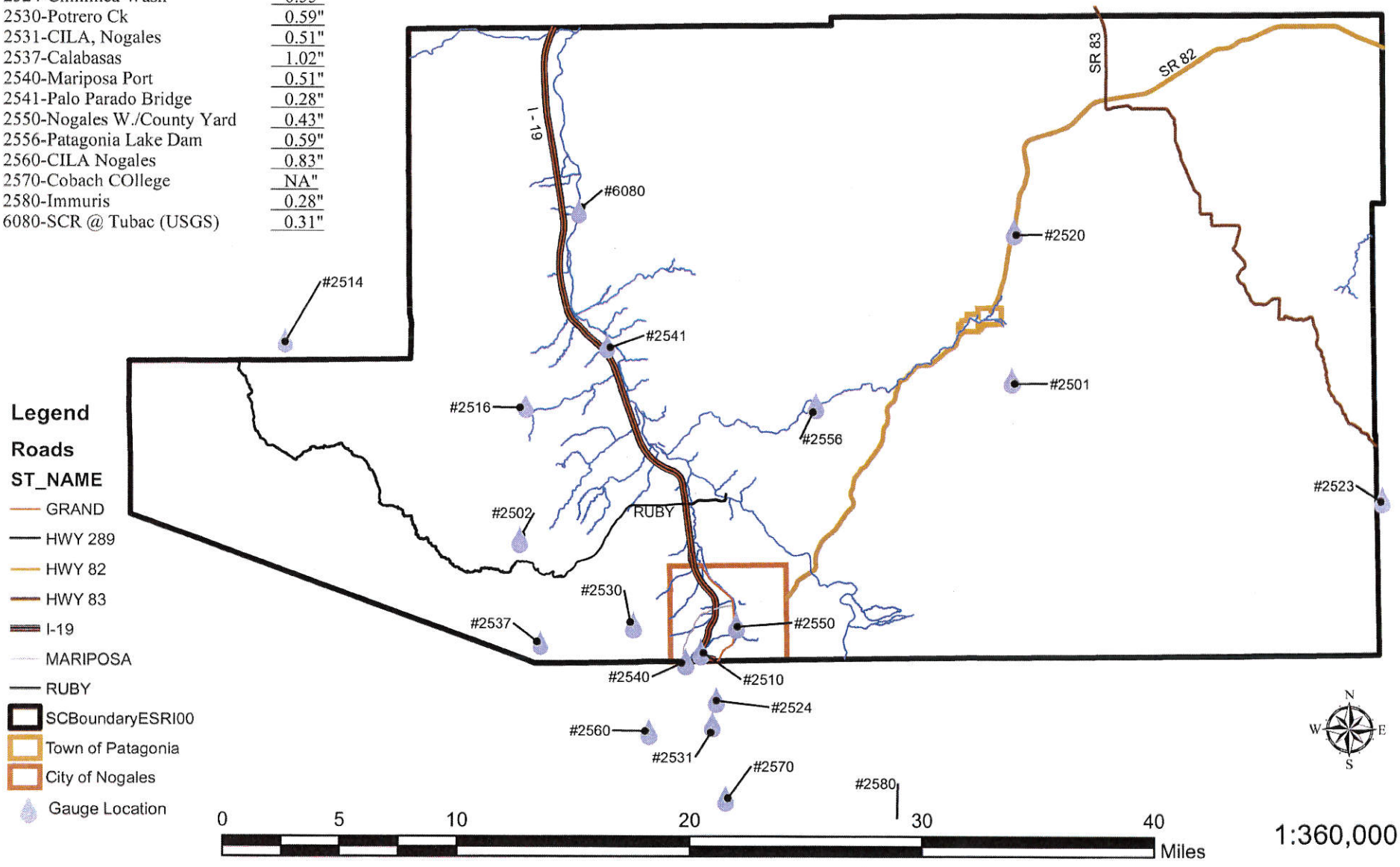
Santa Cruz County Flood Control District
ALERT System Gauges
December 2015
As of 12/28/2015

Gauge #	Precipitation Total
2501-Red Mtn	0.59"
2502-Pena Blanca Lake Dam	0.59"
2510-Ephriam/I19	0.51"
2514-Aravaca Lake	0.75"
2516-Peck Canyon	0.51"
2520-Casa Blanca/SR 82	0.98"
2523-Parker Canyon Dam	0.08"
2524-Chiminea Wash	0.55"
2530-Potrero Ck	0.59"
2531-CILA, Nogales	0.51"
2537-Calabasas	1.02"
2540-Mariposa Port	0.51"
2541-Palo Parado Bridge	0.28"
2550-Nogales W./County Yard	0.43"
2556-Patagonia Lake Dam	0.59"
2560-CILA Nogales	0.83"
2570-Cobach COllege	NA"
2580-Immuris	0.28"
6080-SCR @ Tubac (USGS)	0.31"



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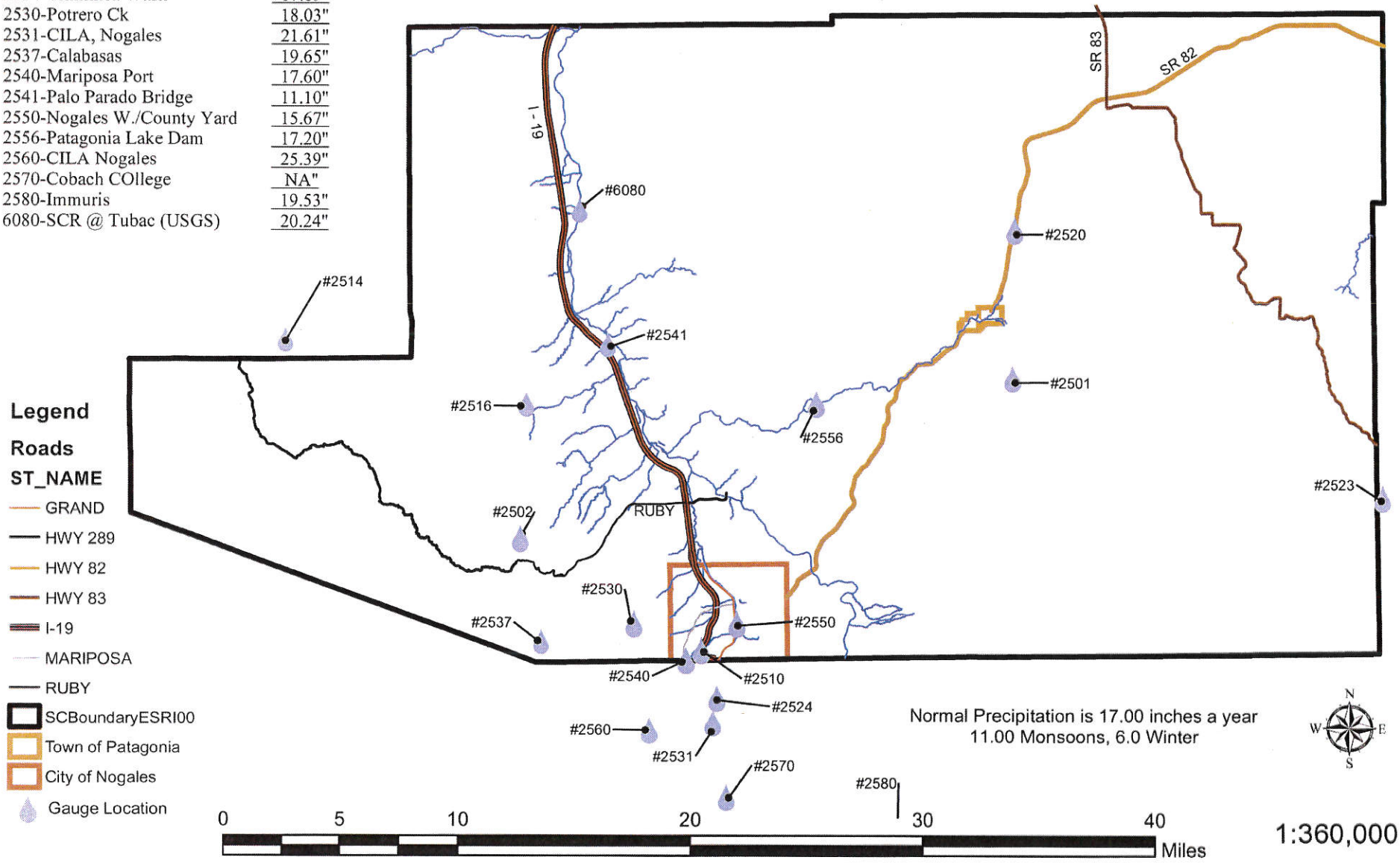
Santa Cruz County Flood Control District
ALERT System Gauges
Totals for 2015, Jan. 1 - Dec. 31
As of 12/28/2015

Gauge #	Precipitation Total
2501-Red Mtn	9.53"
2502-Pena Blanca Lake Dam	17.24"
2510-Ephriam/I19	18.62"
2514-Aravaca Lake	16.42"
2516-Peck Canyon	20.75"
2520-Casa Blanca/SR 82	16.50"
2523-Parker Canyon Dam	10.35"
2524-Chiminea Wash	17.09"
2530-Potrero Ck	18.03"
2531-CILA, Nogales	21.61"
2537-Calabasas	19.65"
2540-Mariposa Port	17.60"
2541-Palo Parado Bridge	11.10"
2550-Nogales W./County Yard	15.67"
2556-Patagonia Lake Dam	17.20"
2560-CILA Nogales	25.39"
2570-Cobach COllege	NA"
2580-Immuris	19.53"
6080-SCR @ Tubac (USGS)	20.24"



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SANTA CRUZ COUNTY
PUBLIC WORKS DEPARTMENT
General Session: December 16, 2015

To: Board of Supervisors

From: Jesus Valdez, P.E. – General Manager

Through: Carlos Rivera, County Manager

Date: December 9, 2015

Subject: Change order for the Old Tucson Road Bank Protection project to construct a pedestrian pathway along the bank.

Recommendation: Approve Public Works request for a change order for the Old Tucson Road Bank Protection project to construct a pedestrian pathway along the bank.

Background: As part of the bank protection project, Public Works is requesting that a change order for $120,000 be considered for the construction of a pedestrian pathway. The additional cost is required to construct a Mechanically Stabilized Earth (MSE) wall, this treatment was not part of the original bid. The MSE wall will provide the necessary shoulder with to place a pedestrian pathway. The pathway will also serve to recognize/stablish the Juan Batista de Anza Trail National Historical Trail.

Financial Implications: Funding source is Fund X651 (Flood Control Reserve)

Proposed Motions: "Mr. Chairman, I move to approve Public Works recommendation and approve a change order for the Old Tucson Road Bank Protection project to construct a pedestrian pathway along the bank."

Attachments: Change Order Proposal

INNOVA Engineering, LLC
Engineering, Consulting, & Construction

ROC 255279 KA
Commercial & Residential

Jinshan Tang, PE
2141 N Alvernon Rd
Tucson, AZ 85712
520 325-3931 520-325-3959 (fax) 520-820-1294 cell

PO#
Proposal No: JOB-bank-CO01
Proposal Date 12/7/2015

Proposal

Jesus Valdez
Director
Santa Cruz County

Project No:
Customer PH:
Customer Cell:

Re: JOC- Nogales Wash: Debris & Rehabilitation Project - Shoulder Widening for side walk

ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	SCHEDULED VALUE
1	Concrete (3,500PSI) installation	200.00	CY	$150.00	$30,000.00
2	Dirt Import	2000.00	CY	$10.00	$20,000.00
3	Excavation and removal	1500.00	CY	$6.50	$9,750.00
3	MSE wall installation	4400.00	SF	$9.00	$39,600.00
4	ABC Installation (4")	500.00	Ton	$12.00	$6,000.00
5	Traffic Control	1.00	LS	$5,000.00	$5,000.00
				subtotal:	**$110,350.00**
	Contractor Sales Tax & bond @ 8.4%:				**$9,269.40**
	Project Total w/Tax:				**$119,619.40**

Submitted by:

Jinshan Tang, PE
President
INNOVA Engineering, LLC

Approved By:

Jesus Valdez
Director
Santa Cruz County

TONY ESTRADA
SHERIFF

OFFICE OF THE SHERIFF
OF SANTA CRUZ COUNTY

RUBEN F. FUENTES
CAPTAIN

MEMORANDUM

DATE: December 23, 2015

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

THRU: Mr. Carlos Rivera, County Manager

FROM: Captain Ruben F. Fuentes, Badge No. 119

SUBJECT: Intergovernmental Agreement, City of Tucson Contract No. 18242 for Incarceration of City Prisoners

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RECOMMENDATION:

Request approval from the board to enter into an Intergovernmental Agreement with the City of Tucson for the incarceration of city prisoners at our adult detention facility. Tucson City Court Contract No. 18242 is presented hereto.

BACKGROUND:

Tucson City Court and the Santa Cruz County Sheriff's Office will enter into an agreement to house and care for inmates sentenced by Tucson City Court pursuant to the terms and conditions set out in the original agreement. The attached contract has been reviewed by Santa Cruz County's legal counsel.

FINANCIAL IMPLICATIONS:

There are no financial implications of the county. Revenues will be gained by this agreement.

Cc: sheriff
file

CITY OF TUCSON
OFFICE OF THE CITY CLERK

December 18, 2015

Sheriff Tony Estrada
Santa Cruz County
2170 W. Congress Dr.
Nogales, AZ 85621

Subject: Intergovernmental Agreement: with Santa Cruz County for the Incarceration of City Prisoners

Please find the following documents attached:

1. One copy of Resolution No. 22510
2. Two original Intergovernmental Agreements (Exhibit A to Resolution No. 22510, City of Tucson Contract No. 18242)

The above are forwarded to your office for signatures. We ask that one fully executed original Intergovernmental Agreements are returned to the City Clerk's Office for our files and distribution.

If you have any questions please contact Shawna Lee, of my staff, at 791-4213. Thank you for your cooperation in this matter.

Sincerely,

Roger W. Randolph
City Clerk

RWR:SL:dsc
R22510tr

cc: Diana Grijalva, Executive Assistant, City Attorney's Office

P.O. Box 27210 • Tucson, AZ 85726-7210
(520) 791-4213 • FAX (520) 791-4017 • TTY (520) 791-2639
cityclerk@tucsonaz.gov • www.cityoftucson.org

ADOPTED BY THE
MAYOR AND COUNCIL

December 15, 2015

RESOLUTION NO. 22510

RELATING TO INTERGOVERNMENTAL AGREEMENTS (IGA); APPROVING AND AUTHORIZING THE EXECUTION OF AN IGA BETWEEN THE CITY OF TUCSON (CITY) AND SANTA CRUZ COUNTY FOR THE INCARCERATION OF CITY PRISONERS FOR FY 2016; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The IGA between the City and Santa Cruz County for the incarceration of City Prisoners for FY16, attached hereto as Exhibit A, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said IGA for and on behalf of the City and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City that this Resolution become immediately

INTERGOVERNMENTAL AGREEMENT
BETWEEN
SANTA CRUZ COUNTY AND THE CITY OF TUCSON
FOR INCARCERATION OF MUNICIPAL PRISONERS

This Intergovernmental Agreement (hereinafter "Agreement") for the period of December 1, 2015, through November 30, 2016, is entered into pursuant to A.R.S. § 11-952 by and between the City of Tucson (hereinafter "City"), a body politic and corporate of the State of Arizona and Santa Cruz County, (hereinafter "County") a political subdivision of the State of Arizona.

RECITALS

WHEREAS, the City desires to enter into an agreement with the County for the incarceration of municipal prisoners sentenced by the Tucson City Court for ten (10) days or more; and

WHEREAS, pursuant to A.R.S. § 11-441 A(5), the County Sheriff has authority to take charge of and keep the County jail, and the prisoners in the County jail; and

WHEREAS, the City and the County may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951.

NOW, THEREFORE, the City of Tucson and Santa Cruz County, pursuant to the above and in consideration of the matters set forth herein, do mutually agree as follows:

AGREEMENT

1.0 **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which City's prisoners shall be incarcerated in the Santa Cruz County Jail.

2.0 **Term/Effective Date.** This Agreement is effective for one (1) year from January 1, 2016, through December 31, 2016. The Parties shall have the option to extend this Agreement for up to four (4) additional one (1) year periods or any portion thereof. Any modification, termination, or extension shall be made by formal written amendment executed by the Parties.

3.0 **Scope of Services.**

3.1 County shall receive and detain City municipal prisoners sentenced to ten (10) or more days in the County jail who are medically fit to be incarcerated by County. County shall provide booking services and after booking provide for the care, and feeding of said prisoners. County shall provide basic medical care which can be provided in the facility by medical staff. Any medical services which cannot be provided within the jail facility will be provided by outside contractors and City will be responsible to pay for the cost of the medical services, transportation and personnel time associated with the medical care. County will provide medical bills, transportation bills and personnel bills to City for verification and payment.

If an inmate needs to be hospitalized then City will be contacted to take custody of inmate.

3.2 Individuals who are out of custody at the time of sentencing shall be responsible for their transportation to and from Santa Cruz County Jail, unless the City Court orders the City to provide transportation to and/or from Santa Cruz County Jail.

4.0 Payment.

4.1 City shall pay $65.00 for each day or partial day of incarceration.

4.2 County will bill City for prisoner incarceration charges on a monthly basis. County will provide a statement that includes prisoner names in alphabetical order, booking dates and release dates for each prisoner, total billing days and the total bill. City shall be allowed reasonable access to billing systems to verify charges.

4.3 Neither Party shall be obligated to the other for any costs incurred pursuant to this IGA except as provided herein.

5.0 Legal Jurisdiction. Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the City or the County. This Agreement and all obligations upon the City or County arising therefrom shall be subject to any limitations of budget law or other applicable local law or regulations.

6.0 Termination. Either party may terminate this Agreement by giving written notice to the other party not less than two (2) months prior to the termination date. In the event of termination, each party shall be liable for its proportionate share of the costs and expenses incurred or arising out of performance of activities required by this Agreement occurring prior to the termination date. Termination of this Agreement shall not relieve either party from liabilities or costs already incurred under this Agreement.

7.0 Non-Appropriation. Not withstanding any other provision in this IGA, this IGA may be terminated if for any reason the Santa Cruz County Board of Supervisors or the City of Tucson Mayor and Council do not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the terminating party shall have no further obligation to the other party other than for payment for services rendered prior to cancellation.

8.0 Assignment of Rights. Neither party to this Agreement shall assign its rights under this Agreement to any other party without written permission from the other party to this Agreement.

9.0 Construction of Agreement.

9.1 Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.

9.2 Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

10.0 **Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

11.0 **Severability.** In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

12.0 **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between the City and any County employees or between the County and any City employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

13.0 **No Third Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

14.0 **Compliance with Laws.** The parties shall comply with all applicable federal, state, and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this Agreement.

14.1 Anti-Discrimination. The provisions of A.R.S. § 41-1463, Executive Order Number 2009-09 issued by the Governor of the State of Arizona, and Tucson City Code Section 28-138 are incorporated by this reference as a part of this Agreement.

14.2 Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

15.0 **Workers' Compensation.** An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

15.1 All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency, pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

16.0 **Non-Waiver.** The failure of either Party to insist upon the complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not constitute a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either Party of sums less than may be due and owing it at any time shall not constitute an accord and satisfaction.

17.0 **Force Majeure.** A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to, failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state, or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

18.0 **Notification.** All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Santa Cruz County:
Sheriff Tony Estrada
2170 W. Congress Dr.
Nogales, Arizona 85621

City of Tucson:
City Manager
City Hall Tower
255 West Alameda Street,
Tucson, Arizona 85701

19.0 **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

20.0 **Insurance.** Insurance requirements are met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01 Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

21.0 **Indemnification.** Each party (as "indemnitor") agrees to indemnify, defend and hold harmless, the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, and are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

22.0 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

23.0 **Entire agreement.** This instrument constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Any exhibits to this Agreement are incorporated herein by this reference.

[Remainder of page left intentionally blank.

Signatures on following page.]

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by the Chair of the Santa Cruz County Board of Supervisors, upon resolution of the Board of Supervisors, attested to by the Clerk of the Board, and the City of Tucson has caused this Agreement to be executed by the Mayor of the City of Tucson, upon resolution of the Mayor and Council, attested to by the City Clerk.

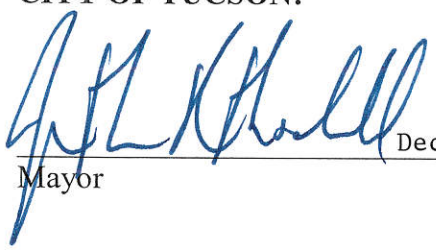
SANTA CRUZ COUNTY:

_____ _____
Chair, Board of Supervisors Date

ATTEST

_____ _____
Clerk of the Board Date

CITY OF TUCSON:



December 15, 2015
Mayor Date

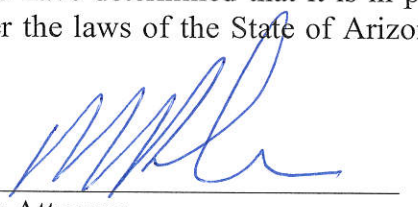
ATTEST

December 15, 2015
City Clerk Date

ATTORNEY CERTIFICATION

The foregoing Agreement between Santa Cruz County and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

_____ _____
Chief Civil Deputy Date
Santa Cruz County



City Attorney 12/7/15
City of Tucson Date

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Santa Cruz County Workforce Development

TO: Santa Cruz County Board of Supervisors

FROM: Mauricio A. Chavez
WIOA Director

CC: Carlos Rivera
County Manager

DATE: January 6, 2016

SUBJECT: Amendment No. 1 to Intergovernmental Agreement Contract No. DI16-002111 with the Arizona Department of Economic Security

STAFF RECOMMENDATION:
Staff recommends to the Board approval of Amendment No. 1 to Intergovernmental Agreement Contract No. DI16-002111 with the Arizona Department of Economic Security

BACKGROUND:
The Intergovernmental Agreement Amendment No. 1 increases PY14 funding for Contract No. DI16-002111 and adds a new Terms & Condition, which allows for the transfer of funds without the need for an amendment.

FINANCIAL IMPLICATIONS:
There is no fiscal impact on the General Fund as all WIOA funds are Federal grants.

PROPOSED MOTION:
Move to approve Amendment No. 1 to Intergovernmental Agreement Contract No. DI16-002111 with the Arizona Department of Economic Security

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Santa Cruz County Board of Supervisors 2150 North Congress Dr. Nogales, Arizona 85621	DI16-002111
	3. AMENDMENT NUMBER 1

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.0 Manner of Financing, Paragraph 6.2 the purpose of this amendment is to increase fund balances for the following Program Year (PY) and Fiscal Year (FY):

PY	2014	AD ADMIN	$1,566
PY	2014	YT ADMIN	$22,168
PY	2014	DW ADMIN	$3,135
FY	2015	AD ADMIN	$20,559
FY	2015	DW ADMIN	$8,664
PY	2014	YOUTH	$169,997
FY	2015	ADULT	$154,364
PY	2014	DW	$28,211
FY	2015	DW	$170,792
PY	2014	RR	$3,472
FY	2015	RR	$21,021

This is an increase of $603,949.

The reimbursement ceiling is increased from $777,080 to $1,381,029

Attachment B, Allocation by Program and Fiscal Year, updated 11/30/2015 is revised and attached and reflects all current totals by Program and Fiscal Year.

Pursuant to Section 4.0 Amendments or Modifications the purpose of this amendment is to add the following Term and Condition:

In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and may receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**	7. NAME OF CONTRACTOR ***Santa Cruz County***
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME	TYPED NAME
TITLE	TITLE
DATE	DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE	
BY:	BY:
ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNSEL
DATE:	DATE:

DI16-002111 A1

Attachment B - WIOA Allocation by Program and Fiscal Year
Update 11/30/2015

Vendor Name: Santa Cruz
Contract # DI16-002111

Note : The final close out packet for the PY15/FY16 allocation is due to DES on or before 8/01/2018

PY/FY	Year	Program	Amount	Begin Date	End Date	Final Expenditure / Cash Report Submission Date
PY	2015	AD Admin	$ 1,850	07/01/15	06/30/17	August 15, 2017
PY	2015	YT Admin	$ 23,835	04/01/15	06/30/17	August 15, 2017
PY	2015	DW Admin	$ 4,382	07/01/15	06/30/17	August 15, 2017
FY	2016	AD Admin	$ 20,284	10/01/15	06/30/17	August 15, 2017
FY	2016	DW Admin	$ 24,149	10/01/15	06/30/17	August 15, 2017
PY	2015	Youth	$ 214,510	04/01/15	06/30/17	August 15, 2017
PY	2015	Adult	$ 16,648	07/01/15	06/30/17	August 15, 2017
FY	2016	Adult	$ 182,555	10/01/15	06/30/17	August 15, 2017
PY	2015	DW	$ 39,433	07/01/15	06/30/17	August 15, 2017
FY	2016	DW	$ 217,338	10/01/15	06/30/17	August 15, 2017
PY	2015	RR	$ 4,929	07/01/15	06/30/17	August 15, 2017
FY	2016	RR	$ 27,167	10/01/15	06/30/17	August 15, 2017
TOTAL			**$ 777,080**			

Funding provided by U.S Department of Labor

Note : The final close out packet for the PY14/FY15 allocation is due to DES on or before 8/01/2017

						DI16-002111 A1
PY_FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2014	AD ADMIN	$1,566	7/1/2014	6/30/2016	8/15/2016
PY	2014	YT ADMIN	$ 22,168	4/1/2014	6/30/2016	8/15/2016
PY	2014	DW ADMIN	$ 3,135	7/1/2014	6/30/2016	8/15/2016
FY	2015	AD ADMIN	$ 20,559	10/1/2014	6/30/2016	8/15/2016
FY	2015	DW ADMIN	$ 8,664	10/1/2014	6/30/2016	8/15/2016
PY	2014	YOUTH	$ 169,997	4/1/2014	6/30/2016	8/15/2016
PY	2014	ADULT		7/1/2014	6/30/2016	8/15/2016
FY	2015	ADULT	$ 154,364	10/1/2014	6/30/2016	8/15/2016
PY	2014	DW	$ 28,211	7/1/2014	6/30/2016	8/15/2016
FY	2015	DW	$ 170,792	10/1/2014	6/30/2016	8/15/2016
PY	2014	RR	$ 3,472	7/1/2014	6/30/2016	8/15/2016
FY	2015	RR	$ 21,021	10/1/2014	6/30/2016	8/15/2016
			$603,949.00			

ARIZONA SUPERIOR COURT
SANTA CRUZ COUNTY

Thomas Fink
Presiding Judge of Superior Court
Division I

Kimberly A. Corsaro
Presiding Judge of Juvenile Court

Anna M. Montoya-Paez
Judge of Superior Court
Division II

Diane L. Culin
Court Administrator

Memorandum

To:	**Board of Supervisors**
Through:	**Carlos Rivera, County Administrator**
From:	**Diane Culin, Court Administrator**
On Behalf of:	**The Honorable Thomas Fink, Presiding Judge**
Re:	**Court Position – Judicial Assistant to Division II**
Date:	**December 30, 2015**

Subject:

Discussion and possible action to waive the hiring freeze to fill a Judicial Assistant position in Division II at the Superior Court, in advance of the departure of the retiring JA, Norma DeLaOssa.

Recommendation:

Waive the freeze to allow the Superior Court to hire a Judicial Assistant to replace the vacancy that will be left by Norma DeLaOssa, and to allow an early start date of January 19, 2016 for the purpose of cross training.

Background:

The Judicial Assistant position in Division II (office of Judge Montoya-Paez) will become vacant on February 20, 2016 following the retirement of existing Judicial Assistant, Norma DeLaOssa, and it is necessary to hire her replacement in advance of her departure for the purpose of training. Judge Paez's court calendar is already full for trials in addition to day to day hearings immediately following the scheduled retirement, and so the new Judicial Assistant must be in place to train. The expected start date for the new JA will be January 19, 2016.

Financial Implications:

This Judicial Assistant position is funded in the Court's budget in the County General fund and new dollars needed for the two pay period overlap has been tentatively approved by the County Manager.

Proposed Motion:

Mr. Chairman, I move to waive the hiring freeze for the Superior Court to hire a Judicial Assistant effective January 19, 2016 to fill a vacancy expected to occur on February 19, 2016.

Santa Cruz County

Department Staffing Request

Department _____*Superior Court*_____ date needed _____January 19, 2016

The position requested is (check whichever applies)

X to fill a vacancy created by Norma DeLaOssa *(Judicial Assistant scheduled to retire on Feb 19, 2016)*

_____ a new position

Position Title Judicial Assistant _____ Source of Funding County General Fund

Position is _____ Temporary Full Time _____ Temporary Part-Time

X Permanent Full Time _____ Permanent Part-Time

Benefits (if grant Funded)? _____ Yes _____ No *Not grant funded.*

Is new job description required? _____ Yes X No

Personnel Review

Salary Range 55 Entry Level Salary $33,810.00

Budgeted Position ✓ Yes _____ No

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

BOND FOR ISSUANCE FOR DUPLICATE WARRANT

Know all men these presents that the payee undersigned was issued warrant number 4-642738 on the Treasurer of Santa Cruz County in the amount of $ 1,057.50, dated on or about 10-15-2015, 20___ and that said warrant has been irretrievably lost or destroyed, and that (she/he) and (her/his) surety undersigned are held and firmly bond unto Santa Cruz County in double the above amount, for he payment of which each binds himself, his successors and assigns, jointly and severally, firmly by these presents.

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

Signed, executed, and delivered at November, this 20 day of 2015.

Payee: ECD Systems LLC

Address: 2415 W. Erie Dr
Tempe, AZ 85282

Surety: Venessa Castillo

Address: 2415 W. Erie Dr
Tempe, AZ 85282

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

On the 20 day of November, 20 15, before me the undersigned notary public, personally appeared the payee Venessa Castillo, and the surety, ECD Systems LLC, each of whom acknowledged that (s)he executed the foregoing bond.

Notary Public

My Commission Expires:

10/7/16

TRISHA L BALOWSKI
Notary Public - Arizona
Maricopa County
My Commission Expires
October 7, 2016

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Date Printed: 12/17/2015 11:34
Prepared By: MIGUEL

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2014
Resolution No: 34364
Date Created: 12/17/2015 11:32 AM

Reason For Change:

Adjusted legal class based on current use.from commercial to owner occupied residence

AS BILLED PARCEL ID: 11123010 AREA CODE 3501
ACCOUNT NUMBER: R000012108
PUC 0645-GST RCH W/XS LAND N/PAR

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
0112I	834,001	19.00	0	158,460
0112L	74,100	19.00	0	14,079
Total	908,101		0	172,539

Full Cash	Valuation	%	Exempt	Net Assessed
0112I	834,001	19.00	0	158,460
0112L	74,100	19.00	0	14,079
Total	908,101		0	172,539

CHANGE TO PARCEL ID: 11123010 AREA CODE 3501
ACCOUNT NUMBER: R000012108
PUC 0645-GST RCH W/XS LAND N/PAR

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
03I	834,001	10.00	0	83,400
03L	74,100	10.00	0	7,410
Total	908,101		0	90,810

Full Cash	Valuation	%	Exempt	Net Assessed
03I	834,001	10.00	0	83,400
03L	74,100	10.00	0	7,410
Total	908,101		0	90,810

Description As Billed
A PORTION OF LAND IN THE SE4 OF SEC 7 T20S R13E

BJERKE STEVE D & BETH A .
P O BOX 540145
HOUSTON, TX 73254

Description Change To
A PORTION OF LAND IN THE SE4 OF SEC 7 T20S R13E

BJERKE STEVE D & BETH A
P O BOX 540145
HOUSTON, TX 73254

Back to Agenda

Date Printed: 12/17/2015 12:46
Prepared By: MIGUEL

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
Resolution No: 34366
Date Created: 12/17/2015 12:46 PM

Reason For Change:

Adjusted legal class based on current use. from commercial to owner occupied residence

AS BILLED PARCEL ID: 11123010 AREA CODE 3501
ACCOUNT NUMBER: R000012108
PUC 0645-GST RCH W/XS LAND N/PAR

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
0112I	829,163	18.50	0	153,395
0112L	74,100	18.50	0	13,709
Total	903,263		0	167,104

Full Cash	Valuation	%	Exempt	Net Assessed
0112I	829,163	18.50	0	153,395
0112L	74,100	18.50	0	13,709
Total	903,263		0	167,104

CHANGE TO PARCEL ID: 11123010 AREA CODE 3501
ACCOUNT NUMBER: R000012108
PUC 0645-GST RCH W/XS LAND N/PAR

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
03I	823,343	10.00	0	82,334
03L	73,580	10.00	0	7,358
Total	896,923		0	89,692

Full Cash	Valuation	%	Exempt	Net Assessed
03I	829,163	10.00	0	82,916
03L	74,100	10.00	0	7,410
Total	903,263		0	90,326

Description As Billed
A PORTION OF LAND IN THE SE4 OF SEC 7 T20S R13E

BJERKE STEVE D & BETH A
P O BOX 540145
HOUSTON, TX 73254

Description Change To
A PORTION OF LAND IN THE SE4 OF SEC 7 T20S R13E

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HOUSTON, TX 73254