1. REGULAR MEETING AGENDA

   Documents: 01-20-16.PDF

2. DOCUMENTATION - 31 MB

   Documents: 01-20-16.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 9:30 a.m.***, on ***WEDNESDAY, January 20th, 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 January, 2016.

Melinda Meek, Clerk
Board of Supervisors

Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

JOHN MAYNARD
District 3

A G E N D A
January 20, 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. EXECUTIVE SESSION

1. Pursuant to A.R.S. 38-431.03(A)(4), discussion and consultation with attorney for legal advice and in order to consider its position and instruct its staff and counsel regarding entering a contract to retain outside counsel to represent the Sheriff and Santa Cruz County in appeal issues to include Merit Commission hearings involving Ricardo Ugarte (Req: County Attorney)
2. Pursuant to A.R.S. 38-431.03(A)(3), discussion or consultation with attorney for legal advice regarding renewal and/or expiration of employment contract of County Manager, Carlos Rivera (Req: Vice-Chairman Ruiz)
3. Pursuant to A.R.S. 38-431.03(A)(1), discussion and/or consideration of renewal and/or expiration of employment contract of County Manager, Carlos Rivera (Req: Vice-Chairman Ruiz)

G. FLOOD CONTROL **ACTION TAKEN**

1. Discussion/possible action to direct staff to solicit construction bids for The Nogalitos Project (Req: Vice-Chairman Ruiz) _____

H. ACTION ITEMS

1. Introduction of Wildlife Corridors and presentation of land use plans for the property formerly known as 3 Canyons (Req: Gerald Rodman for Wildlife Corridors) _____
2. Santa Cruz Natural Resources Conservation District (Req: Bill Schock, Mark Larkin) _____
3. Discussion/possible action to direct staff to solicit construction bids for The Nogalitos Project (Req: Vice-Chairman Ruiz) _____
4. Discussion/possible action to adopt Resolution No. 2016-01, establishing a Sliding Fee Schedule for Municipal Solid Waste at only the Rio Rico Landfill (Req: Jesus Valdez) _____
5. Personnel, waive of hiring freeze and authorization to fill vacant:
   a. Shelter Attendant position (Req: Jose Peña) _____
   b. Detective position (Req: County Attorney) _____
6. Discussion/possible action to approve STOP Grant FY 2016 Grant Agreement (Req: County Attorney) _____

7. Discussion/possible action to approve Superior Court's and Court Clerk's application for Fill the Gap Grant for FY 15/16 in the amount of $24,000 and Aztec Field Trainer Grant for FY 15/16 in the amount of $12,350 (Req: Juan Pablo Guzman)
8. Discussion/possible action to approve Emergency Management Annual Contract for Complete EM (Req: Ray Sayre)
9. Discussion/possible action to approve Pre-Disaster Mitigation Multi-Jurisdictional Hazard Mitigation Plan Update Grant Award (Req: Ray Sayre)
10. Discussion/possible action: request recommendation of approval of Application for Liquor License: Copper Hop Ranch, Elgin, AZ (Req; Clerk)
11. Discussion/possible action: request recommendation of approval of Application for Special Event License: Boys & Girls Club of Santa Cruz County, Inc., 2/27/16 (Req: Clerk)
12. Discussion/possible action to approve Application for Fair/Festival License: Cellar 433, Tubac, AZ, 2/10/16 – 2/14/16: (Req: Clerk)
13. Tax Valuation Adjustments: (Req: Assessor)
    a. 112-37-093D – Vegara Jose, Resolution No. 34370
    b. 112-37-093C – Mejia Amada Silva, Resolution No. 34369
    c. 112-37-093B – Silva Vicente, Silva Guadalupe, Resolution No. 34368
    d. 112-37-093A – Dominguez George & Maria Elena, Resolution No. 34367
    e. 109-66-042 – Agro-SBROCCO LLC an Arizona Limited Liability Company, Resolution No. 34373
    f. 109-66-042 – Agro-SBROCCO LLC, an Arizona Limited Liability Company, Resolution No. 34374
    g. 112-37-093 – Vegara Jose, Resolution No. 34372
    h. 109-66-034 – SPC 0806-01 LLC, an Arizona Limited Liability Company, Resolution No. 34380
    i. 109-66-034 – SPC 0806-01 LLC, an Arizona Limited Liability Company, Resolution No. 34381
13. Demands
14. Monthly Reports
15. Approval of Minutes: 6/30/15
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10.00 a.m.

I. PUBLIC HEARING

Receive public comment concerning adoption of new user fees - establish a Sliding Fee for commercial customers at the Rio Rico Landfill. (Req: Jesus Valdez)

J. ADJOURNMENT

Posted: 1/15/16 at 11:00 a.m. by MM
Melinda Meek
Melinda Meek, Clerk of the Board

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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

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Back to Agenda

Santa Cruz County
Solid Waste Department

KARL O. MOYERS
Manager

Memo

Memo To: Chairman and Board of Supervisors,
through Carlos Rivera, County Manager,
through Jesus Valdez, Public Works Director

Date: January 13, 2016

From: Karl O. Moyers, Solid Waste Department Manager

Subject: Adopt Resolution 2016-01, establishing a Sliding Fee Schedule for Municipal Solid Waste at only the Rio Rico Landfill.

Recommendation

Recommend that the BOS adopt Resolution 2016-01 establishing a Sliding Fee Schedule for Municipal Solid Waste for only the Rio Rico Landfill.

Background

The Solid Waste Division is currently operating in the negative, due to the loss of revenue when the waste stream was diverted in Fiscal 2009. Since then Solid Waste has actively tried different strategies to generate revenue. The introduction of a sliding fee schedule will give the County the ability to capture other waste streams within the County.

Financial Implications

No financial implications.

Proposed Motion

I propose that the Board of Supervisors adopt Resolution 2016-01 establishing a Sliding Fee Schedule for Municipal Solid Waste for only Rio Rico Landfill.

SANTA CRUZ COUNTY
BOARD OF SUPERVISORS

RESOLUTION NO. 2016-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ, ARIZONA, AMENDING THE SOLID WASTE FACILITIES USER FEE POLICY

WHEREAS, County is required to provide solid waste facilities for the disposal of solid waste generated in the County pursuant to A.R.S. § 49-741; and

WHEREAS, County seeks to assess equitable fees to defray the expense of the solid waste facilities services pursuant to A.R.S. § 11-251; and

WHEREAS, County adopted the following Resolutions 2001-26; 2002-02; 2003-19; 2007-06; 2010-10; and 2013-07 to set fees and policy for the operation of Santa Cruz County solid waste facilities; and

WHEREAS, Changes to: the User Fees Charged at County Solid Waste Facilities are necessary to protect the environment; facilitate the effective and efficient administration of the county solid waste disposal process and more accurately reflect the cost of this service; and

WHEREAS, a public hearing has been held regarding the proposed changes to the User Fee Policy, including but not limited to those specified herein;

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

1.) That approval of the Santa Cruz County Solid Waste Facilities Fee Schedule attached hereto as Exhibit A, is granted.

2.) That the various officers and employees of County are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

PASSED AND ADOPTED by the Board of Supervisors, County of Santa Cruz, Arizona this 20th day of January, 2016.

_____
Rudy Molera, Chairman

_____
Manny Ruiz, Vice-Chairman

_____
John Maynard, Member

ATTEST:

_____
Melinda Meek
Clerk of the Board

APPROVE AS TO FORM:

_____
Charlene Laplante
Deputy County Attorney

EXHIBIT A

SLIDING FEE SCHEDULE (MSW Only)

Tons	
0 – 15,999	$ 45.00
16,000	$ 23.00

SANTA CRUZ COUNTY
SOLID WASTE FACILITIES

Rio Rico Landfill
Sonoita-Elgin Landfill
Tubac Transfer Station

2150 N. Congress Drive
Nogales, AZ 85621
(520) 375-7830

USER FEE POLICY
AND
NEW ACCOUNT APPLICATION
FOR
ALL BUSINESS AND COMMERCIAL HAULERS

Original July 17 2001
Revision History:
2002; 2003; June 20 2007; June xx 2010;
March 6 2014; October x 2015; January 20, 2016

REVISION RECORD:

The original draft of this policy was first submitted to Victor Gabilondo at the PWD on 1/4/01. This policy has been reviewed by the following people: The Board of Supervisors (3/13/01), Carlos Rivera (4/3/01), Holly Hawn (3/19/01 & 6/8/01), Jennifer St. John (3/13/01), Ken Zenhentner (1/31/01 & 2/13/01) and Victor Gabilondo (2/1/01); Charalene La Plante - Co Atty (3/6/14). These comments and suggestions have resulted in this User Fee Policy. Management wishes to personally thank each person who has provided input.

- Resolution No. 2001-26; Adoption of User Fee Policy.
- Resolution No. 2002-02; Increase User Fee to $36/ton
- Resolution No. 2003-19; Adjustment of load weight limits for vehicles and increased user fee to $37/ton.
- Resolution No. 2007-06; Update Contact Information, Changed Definition to Unsecured and Uncovered Loads and Asses Total Cost to After Normal Hours of Operation.
- Resolution No. 2010-10; Increase User Fee to:
    - Rio Rico Landfill:
        - Commercial = $40.00/ton
        - Residential
            - Over 500 lbs = $40.00/ton.
            - 0 to 250 lbs = $ 5.00/load.
            - 250 to 500 lbs $10.00/load.
    - Sonoita Elgin Landfill:
        - Commercial = $40.75/ton
        - Residential
            - Over 500 lbs = $40.75/ton.
            - 0 to 250 lbs = $ 6.75/load.
            - 250 to 500 lbs $10.75/load.
    - Tubac Amado Transfer Station:
        - All loads < bed high = $ 7.00/load.

Presented to the BOS on December 6 2013 and are the recommendations from SW Committee

- Resolution No. 2013-17; Increase User Fee to:

    - **Rio Rico Landfill & Sonoita Elgin Landfill**
        - Commercial = $45.00/ton
        - Residential: = $8.00 per loads (0 to 500 lbs)

    - **Tubac Amado Transfer Station:**
        - All loads < bed high = $8.00/load

    - **Special Waste Handling fee**
        - $45/ton at RRLF

Presented to the BOS on January 20, 2016:

SLIDING FEE SCHEDULE (MSW Only)

Tons	
0 – 15,999	$ 45.00
16,000	$ 23.00

INTRODUCTION:

This document contains the User Fee Policy; directions as to how the Fee Shed Attendant should determine the type of loads and subsequent fee charges; the New Account Application for Credit/Charging Privileges; and definitions that will be used by staff of the SANTA CRUZ COUNTY, Solid Waste Facilities.

Santa Cruz County, Solid Waste Facilities include the Rio Rico Landfill, Sonoita/Elgin Landfill and the Tubac/Amado Transfer Station. Hereinafter referred to as facilities.

Hereafter, the facilities will charge rates that are necessary to sustain and pay for the cost of operating and maintaining each facility. Thus different user fees are established for each facility.

DEFINITIONS AND ASSOCIATED REQUIREMENTS:

"Bagged Garbage" means residential municipal solid waste that is contained and secured in a plastic bag.

"Bulky Items" means large items of solid waste whose size or shape precludes or complicates their handling by normal collection, processing or disposal methods. Materials defined, as bulky waste will be determined on a site-specific basis, depending on equipment and facilities capability. These items may include, but are not limited to, furniture, mattresses, barrels, steel, fencing, woody materials, etc.

"Commercial Vehicle" means any vehicle that is identified by a commercial business logo, or exceeds the half-ton weight certification limit. All commercial vehicles will be weighed in and weighed out and charged the per ton rate identified in the Fee Schedule.

"Commercial Solid Waste Hauler" means any person, business entity, corporation, company, partnership, firm, association or society, including governmental entities that receive direct or indirect compensation, provides or offers disposal service of solid waste, including landscapers, RV Parks, contractors, tire and appliance dealers. All such parties will be weighed in and out and charged the per ton rate identified on the attached Fee Schedule.

"Commercial Solid Waste Hauler Permit" means that any "Commercial Solid Waste Hauler" must have a current SANTA CRUZ COUNTY Solid Waste Facility **USAGE PERMIT** and/or **Charge/Credit Application** on file at all times. The information contained on these forms is necessary, because it provides point of contact information for

landfill staff. Staff may from time to time need to contact a hauler or person who disposed of solid waste to investigate origin of the waste, the contents of the waste or obtain other information about the characteristics of the solid waste.

"Commercial Waste" means any solid waste transported in commercial vehicle. All commercial waste will be weighed in and weighed out and charged the per ton rate identified in the Fee Schedule.

"Construction and Demolition (C&D)" Is defined as any solid waste that is generated from construction or demolition activities **(ARS §49-701(5) and (7))**. Examples of C&D material include, but are not limited to rock, dirt, sand, concrete, asphalt, metal, bricks, sheet rock, asphalt and wood shingles, processed and natural wood wastes, automobile body parts, etc. Tree trunks and other natural/processed wood that exceed 6" in diameter and 4' in length will be not be accepted. All residential and commercial C&D material, will be weighed in and weighed out and billed at the per ton charge.

"Municipal Solid Waste" is defined as garbage, refuse, and similar solid waste material discarded from residential, commercial, institutional and industrial sources and community activities, including recyclables that are separated.

"Non-Standard Vehicle/Load" is defined as any vehicle or single axle trailer used to transport a load of solid waste that exceeds bed high and/or 500 lbs or 2.63 cubic yards. Tubac Amado Transfer Station (Refer to Section P.) Additional examples of non-standard vehicles include panel wagons and trucks; pickup trucks with side boards; dump trucks; multi-axle trailers, and horse trailers. Non - Standard vehicles pay at the per ton rate.

"Person" means any individual, business entity, corporation, company, partnership, firm, association, society or governmental entity.

"Residential Waste" means solid putrescible waste that would commonly be found inside a residential dwelling.

"Solid Waste" means all putrescible and non-putrescible solid and semi-solid wastes, including any garbage, trash, rubbish, refuse, dry sludge, cold ashes, manure, street and parking lot cleanings, and other discarded material, but does not include domestic sewage, large dead animals (livestock), offal, hazardous wastes or C&D material.

"Un-accepted Waste" means the following types of solid waste are not accepted at the Facilities:

- Radioactive materials.
- Toxic or Hazardous substances as defined by **ARS §49-281 and 40 CFR 261.**
- Pesticide and hazardous containers or other containers used to hold waste, unless they are rendered incapable of holding the pesticide or hazardous waste.
- Livestock greater than 70 pounds.
- Offal (livestock guts).
- Out of County waste.
- Out of Country waste.
- Other suspect waste.
- Bio-hazardous waste.
- Shredded synthetic, petroleum fabric.
- Large loads of asphalt material.
- Printer Cartridge (large quantities).
- Friable Asbestos.
- Petroleum Contaminated Soil.

Other suspect waste would be waste that does not fit into one of the categories above and is not municipal or residential solid waste.

As such, per 40 CFR 258.20 procedures for excluding the receipt of hazardous material require Facilities practice an active waste-screening program, which excludes the following materials:

- Hazardous.
- Chemical.
- Liquids.
- Acids.
- Sealed drums and containers.
- Corrosives.
- Pathological.
- Explosives.

"Unsecured and Uncovered Loads" are defined as follows. Failure to properly secure and cover a load may subject the user to doubling of the disposal fee charge, because of the high probability that the solid waste will be blown or fall out of the vehicle and cause litter and road hazards on public right of ways.

- An Unsecured Load is defined as a load that is not restrained, tied down or secured with tarps, nets or ropes.
- An Uncovered Load is defined as a load that is not covered or restrained by a tarp, nets or ropes.

"Usage Permit" means any person, business entity, corporation, company, partnership, firm or entity that receives direct or indirect compensation, provides or offers disposal service of solid waste to an approved site, including landscapers, RV Parks, contractors, tire and appliance dealers **MUST HAVE AND MAINTAIN A VALID SOLID WASTE FACILITIES USAGE PERMIT AND/OR CHARGE/CREDIT APPLICATION ON FILE AT THE FACILITIES.**

"White Goods" means large household appliances including, but not limited to refrigerators, stoves, ovens, washers, dryers, and hot water heaters. All residential originating white goods will be weighed in and weighed out and charged the per ton rate identified in the Fee Schedule. White goods delivered by a commercial business~~es~~ will be weighed in and weighed out and charged by the per ton charge as defined by the "Commercial Solid Waste Hauler definition.

All refrigerators or freezer units that have their compressor removed or have a certificate stating that the Freon refrigerant has been vacuumed out can be accepted. In addition, a customer wanting to dispose of a refrigerator(s) and/or freezer(s) must sign the refrigerant log, certifying that to the best of their knowledge the unit(s) does not contain Freon refrigerant.

1. FEE ASSESSMENT

All persons disposing of waste at the Facilities shall be charged a fee as identified by the enclosed Fee Schedule, the above definitions, definitions used by ADEQ and EPA and by this policy. The SANTA CRUZ COUNTY, Solid Waste Manager will administer the fee collection program.

The user fee shall be due in cash or payable with a check that has current address, phone number, driver license and/or social security number at the time of usage unless other arrangements have been made with SANTA CRUZ COUNTY and approved by the Solid Waste Manager. The user fee schedule is subject to revision as determined by the SANTA CRUZ COUNTY Board of Supervisors.

A. FEE SCHEDULE - Fees for use of the SANTA CRUZ COUNTY, Facilities shall be assessed as set forth in the fee schedule incorporated herein. The Board of Supervisors on a quarterly basis may amend the Fee Schedule. The fee schedule for all commercial or businesses hauling solid waste, solid waste haulers and charge/credit accounts will be based upon the weight of the load (i.e. by the ton) and charged the per ton rate identified in the Fee Schedule. This includes the use of commercial vehicle to transport residential waste.

The Fee Shed Attendant shall determine the appropriate user

fee based on the definitions herein and procedures identified by this policy:

FEE ATTENDANT OPERATING GUIDELINES:

1. All commercial loads and commercial vehicles must be accompanied by a Solid Waste Facilities Uniform Solid Waste Manifest Form, which identifies the solid waste load contents, source and point of origin or physical address. All such loads will be charged the per ton rate identified in the Fee Schedule.

2. In the event, that a non-standard vehicle (i.e. panel wagon, dump truck, full or small size pickup with side rails or single axle trailer with or with out side boards) is used to transport solid waste, the Fee Attendant is required to weigh the vehicle in and out.

   If the Fee Shed Attendant determines the vehicle and/or trailer used to transport solid waste or other material fits within the Residential Flat Rates of the Fee Schedule, the user will be charged the flat rate. If the user's load does not meet these criteria then the load will be weighed in and weighed out and charged the per ton rate identified in the Fee Schedule.

   If the Fee Shed Attendant requires a weigh in and weigh out, they will write down the driver's vehicle license number to ensure that the driver returns to the fee shed for weigh out, payment of fees and identification purposes.

3. The compacted and uncompacted cubic yard charge values identified on the Fee Schedule will be used only if the scale breaks down or if the software crashes and such information will be noted on all hand written invoices. In addition, the compacted and uncompacted cubic yard charge values will be used at Solid Waste Facilities that lack a scale for all-commercial haulers, vehicles and/or waste.

4. Staff, will attempt to educate the user on properly securing and covering a load. Repeated failure to follow staff directions will result in a double charge. The education effort will include verbal communication and warnings. Vehicles license numbers will be used to track education efforts and will provide proof and documentation of the

education effort. This information will be recorded in an incident log and also become part of the computer database.

5. The Board of Supervisors on a quarterly basis may amend the fee schedule. The fee for all commercial solid waste haulers, business, vehicles and/or waste and businesses will be based on weight and charged the per ton rate identified in the Fee Schedule. **The fees will be adjusted annually for the Consumer Price Index (CPI)and/or what is necessary to cover the full cost of operating and maintaining each facility.**

6. Checks will be accepted at the Solid Waste Facilities with a Bank Guarantee Card or Driver License number, current address, and phone number for the amount only. Under no circumstances will a counter check be accepted. Checks will be made payable to SANTA CRUZ COUNTY.

7. A twenty-five dollar ($25.00) charge will be assessed for any check returned by a customer's bank and the SANTA CRUZ COUNTY Bad Check Program procedures will be followed in attempting to collect payment for the bad check. In the event of dishonor of a customer's check, SANTA CRUZ COUNTY reserves the right to require subsequent payment to be made in cash, cashier's check or certified funds.

B. **COMMERCIAL SOLID WASTE HAULERS' PERMIT** - No Commercial Solid Waste Hauler, business or vehicle will be authorized to conduct business with the Solid Waste Facilities, in whole or in part without first obtaining a "valid" **COMMERCIAL SOLID WASTE USAGE PERMIT AND/OR CHARGE/CREDIT APPLICATION.**

Beginning on October 1, 2001, and thereafter, no Commercial Solid Waste Hauler, business, or vehicle shall be allowed to use the Facilities, in whole or in part, without first presenting a valid "Commercial Solid Waste Haulers Permit"; copy thereof; or have a copy on file with the Facilities prior to disposal of any solid waste. In lieu of the Permit a Charge/Credit Application can be used to allow use of the facility.

Users of the facilities need to be aware that an active waste-screening program is in place per ADEQ Operational Requirements. As such random and suspect loads will be

inspected for un-acceptable solid waste. If it is determined that material disposed of is suspected of being an Un-Acceptable Waste, then Staff will contact responsible parties to implement appropriate clean up and/or other emergency response procedures.

C. **REVOCATION OF CHARGING PREVILEGES** - Credit/Charging privileges can only be revoked upon written notification, addressed to the responsible party identified on the Charge/Credit Application. Notice may be made by First Class Mail and will be deemed received 5 calendar days after the date notice is mailed. Charging privileges will be revoked based upon the following:

- Failure to abide by the terms and conditions of credit unless alternative payment arrangements are made.
- This option for alternative payment arrangements is limited to twice in any 12-month period and will not be allowed to exceed 4 times in the Facilities lifetime.
- Any person, or business without a valid Usage Permit, Charging/Credit Application or who has had their Credit privileges revoked will still be allowed to use the Facilities on a cash basis only.

D. **Annual Permit Renewals -** The Commercial Solid Waste permit will be renewed annually. Annual Permit Renewals that take place within fifteen (15) days of the expiration date will not be charged a permit fee. All business and commercial haulers that currently have a commercial charge or cash account with the Facilities will be grand-fathered in and will not be assessed a permit fee if they are current with their monthly bill at the time this policy takes effect. If they are not current the renewal fee will be assessed. All other business or commercial accounts will be subject to a one-time $10.00 permit fee and account set up fee. The fee is to be used to pay for the cost of obtaining a credit report and for setting up the account.

E. **REVOCATION OF FACILITY USAGE** - Facility usage privileges will be revoked upon written notification, addressed to the responsible party identified on the Usage Permit and/or Charge/Credit Application. Notice will be made by First Class Mail and will be deemed received 5 calendar days after the date notice is mailed. Prior to revoking a customer's disposal privilege, the Manager will consult with the Public Works Director when necessary.

Examples and reasons for revoking a customer disposal privilege include, but are not limited to the following:

- Repeated violation of this policy.
- Repeated failure to follow staff directions.
- Deliberate disregard for the safety of customers and/or employees.
- Disobedience of posted Speed Limits.
- Knowingly and/or recklessly disposing of hazardous or toxic waste or any other waste not permitted at the facilities.
- Fighting with customers and/or employees.
- Public drunkenness.

If the customer is not satisfied with the Manager's determination of revocation, the customer has the right to appeal, in writing to the Santa Cruz County, Public Works Director at the following address:

Santa Cruz County
Public Works Department
275 Rio Rico Drive
Rio Rico, AZ 85648
Phone #: *(520) 375-7830*
Fax #: *(520) 375-7846*
e-mail: kmoyers@santacruzcountaz.gov

The appeal of the Manager's Decision to revoke shall be filed within twenty (20) days of the date of the Manager's Determination of Revocation of Facility Usage.

F. DETERMINATION OF CHARGES - The Fee Attendant (e.g. cashier) shall determine whether a particular load is commercial or non-commercial based on the above definitions. The user shall, at the time of use, abide by that decision and/or vacate the property. If the user decides not to dispose of their solid waste they can depart the facility at no charge. If a user disposes of solid waste and then fails or refuses to pay, an incident report and complaint may be filed with the Sheriff's Office.

If a user believes s/he has been wrongly charged the commercial rate, s/he may submit a written statement to the Manager, stating that the load was non-commercial and did not fall under the definition used by the Fee Shed Attendant to determine the user fee. The user shall provide proof thereof.

Depending on the Manager's determination of the load

status, the difference between the commercial and the non-commercial fee may be refunded to the user. If the customer is not satisfied with the Manager's determination of revocation, the customer has the right to appeal to the Santa Cruz County, Public Works Director in the same manner as an appeal of the Decision to Revoke Facility Usage (See Section E).

G. **ORGIN OF WASTE** - The Santa Cruz County Solid Waste Facilities have been established and are operated to serve the citizens and businesses of Santa Cruz County. As such, the facilities shall not accept solid waste from locations outside of Santa Cruz County, and will not accept loads originating in other states, counties or countries.

H. **SPECIAL WASTES** - Special handling services that require reallocation of Facilities personnel or equipment from normal operations shall be charged to the customer at the rate of $100.00 per hour at one-hour increments during normal operating hours. In addition, the customer will be charged the per ton fee identified in the Fee Schedule for the special waste handling. Wastes that require special handling services include, but are not limited to, asbestos and asbestos-containing materials, septic, unauthorized dumping of solid waste or tires at the Facilities without the permission of the compactor operator.

The special waste surcharge will also be assessed when special disposal arrangements are required to handle solid waste by the Customs Department, USDA or other Federal Agency, State agency or other governmental agency etc.

Residential users are required to exit the landfill by 4:00 p.m. Failure to exit by this time will result in a $100.00 additional charge in one hour increments. Commercial users of the facilities are required to leave 30 minutes prior to the posted closing time. Failure to adequately plan for these departure times, requires that the Special Waste Handling fee of $100.00 per hour be assessed to cover over time for staff who must place daily cover on any disposed waste.

If the Special Waste Handling event takes place after normal operating hours for commercial and residential customer's respectively. Then the customer will pay the total cost of the after hours services.

The Solid Waste Division requires prior notice of such

after hour requests for services, which must be approved by one of the following: Solid Waste Manager, Forman or Assistant Forman (e.g. Management). Failure to meet this requirement will result in a denial of after hour services for that day and the customer will have to return during normal operating hours on another day.

If the customer does not have a credit account, they can establish a temporary credit account using the standard credit account form. Payment arrangements must be made and approved by Management prior to being allowed to dispose of the load. Payment must be received per 1% 10, Net 20. The total cost of after hour's service will be calculated as follows:

Employee Cost =	Current Overtime cost per hour * number of hours worked
Equipment Cost =	Current FEMA Rate per hour * number of hours worked
Cost of Materials =	Cost of materials used during the event.

All times will be billed in 15 minute increments.

I. **BILLING** - Any Commercial Solid Waste Hauler may, upon submitting a completed credit/charge application (refer to enclosed copy) and the Manager's approval, pay solid waste service fees through a monthly billing from the Santa Cruz County Finance Department. At a minimum an application must contain an authorized company officer signature, social security number, a valid mailing address and phone number. Monthly bills shall be due and payable upon receipt with terms of 1% 10, Net 20.

1% 10, is defined as 1% discount if the bill is paid within 10 days of the date on the invoice. Net 20, means that the if the discount is not taken then the amount of the invoice is to be paid in full by the 20th day from the date on the invoice.

The Manager may terminate a customer's monthly credit privilege at any time for non-payment.

J. **CREDIT TERMS AND DELINQUENCY:**

1. Any monthly bill in arrears shall be considered delinquent.

2. 1% 10, Net 20.

3. 1 1/2% Interest per Month or 18% annual interest on all past due balances to be assessed on the 21st day after the date of the invoice.

4. Any Account 60 days or more past due will be terminated immediately, unless other payment arrangements are made prior to the 60Th day. Conditions of other payment arrangement are:

   - Payment in full within 45 days of the arrangement and interest still accrues on any past due balance.
   - Regular monthly payments are made when agreed upon.
   - Failure to abide by these terms will result in credit termination.
   - This option for alternative payment arrangements is limited to two times in any 12-month period and will not be allowed to exceed 4 times over operating life of the Facilities.

   If credit privileges are terminated the customer will be allowed to utilize the facility on a cash and carry basis only.

5. Any Account terminated for failure to pay, will be turned over to a Collection Agency for collection and reporting arrears on the customers credit report.

6. Accounts that have been forty (40) or more days past due more than two times in any twelve month period may be required to post an Irrevocable Letter of Credit, issued by a local bank or financial institution approved by Santa Cruz County in it's sole discretion and made payable to Santa Cruz County. This procedure will be implemented on ~~only~~ commercial charging accounts only.

   The minimum amount of any such Letter of Credit shall be one thousand dollars ($1,000.00). Santa Cruz County reserves the right to require a Letter of Credit valued in excess of $1,000.00 if the average monthly amount charged by the permittee exceeds $1,000.00 per month.

7. The Board of Supervisors reserves the right to alter or amend these terms from time to time, as it deems necessary or appropriate in its sole

discretion.

8. The County reserves the right to recoup any legal and administrative expenses incurred necessary to secure payment from the customer; and,

9. Charge a $25.00 service fee for any returned check.

K. PENALTIES AND REMEDIES

1. If any person stores, collects, transports, disposes or reclaims solid waste in violation of this policy, the Solid Waste Facilities Manager, in addition to the other remedies provided by this policy and any applicable state and federal law, may institute any appropriate action or proceeding to prevent or abate any unlawful act, transport or cause removal of any unlawful deposit of solid waste.

2. Those violations of this policy which constitute violations of A.R.S. 13-1603 (Criminal Littering or Polluting), A.R.S. 49-791 (Violations Related to Solid Waste Regulations) or any other applicable County, State, or Federal statute, ordinance, rule or regulation shall be referred to the appropriate agency for enforcement procedures.

3. The fine and penalty provided for in this section are in addition to any costs, which may be assessed pursuant to this policy for the removal of said solid waste.

4. Any person that disposes of un-accepted waste at the facilities which results in the County incurring cost, expenses, penalties, fees, fines or other charges, shall reimburse the County for such costs, expenses, penalties, fees, fines or other cost.

L. DEDICATION OF COLLECTED FEES

All fees, penalties, and interest that are collected pursuant to this policy shall be utilized for administering this program and covering the costs incurred by Santa Cruz County in connection with providing solid waste disposal services.

M. UN-ACCEPTABLE WASTE

The SCC, Solid Waste Facilities practice an Active Waste

Screening Program. As such we reserve the right to inspect any load or portion of load arriving at any of the facilities. We will reject all un-accepted waste and any other wastes determined un-acceptable by our management. **Your participation in this program is not optional!**

If you use the facilities and are discovered to be delivering un-acceptable materials, you will be required to pay for the clean-up and transportation costs of those materials to a location of our choice, or as designated by the State and/or Federal Regulatory Agency.
As such, it is the customer's responsibility to know which waste and materials are acceptable and un-acceptable at the facilities. If the customer is in doubt, ask us before you bring it to us

Beside this notice, the Facilities have a Waste Screening Program in place that can be reviewed by the customer.

N. EFECTIVE DATE

This policy becomes affective October 1, 2001. The Solid Waste Facilities Manager under the direction of the Santa Cruz County Public Works Director is directed to implement the appropriate provisions of this policy as rapidly as possible after these dates, in a manner in which the Solid Waste Facilities Manager determines to be appropriate to achieve public awareness and compliance with these provisions.

O. SEVERABILITY

In the event that any provision of this policy or the application thereof is held to be invalid, such invalidity shall have no effect on other provisions and their applications, which can be given effect without the invalid provisions, or application, and to this end the provisions of this policy are severable.

P. Tubac Amado Transfer Station Special Operating Rules(TATS)

- The TATS is a bagged residential municipal solid waste transfer station only.
- As such loose solid waste or construction and demolition material is not allowed or accepted.
- All solid waste must be contained and secured in plastic bags.

- If a customer brings in loose solid waste that is not contained and secured in a plastic bag they will be instructed to take the load to the Rio Rico Landfill for disposal.
- If a customer is pulling a trailer and both the vehicle and trailer contain bagged solid waste the charge will be double (i.e. $8.00 for the vehicle and $8.00 for the trailer).
- If a load exceeds the bed height of the pickup truck or trailer the customer will be charged double the gate rate (i.e. $16.00 for the vehicle and/or $16.00 for the trailer).
- If the load is not secured the charge will be double.

NEW ACCOUNT APPLICATION FOR CHARGE/CREDIT PRIVILEGES:

Businesses and Commercial Solid Waste Haulers wishing to use the Santa Cruz County Solid Waste Facilities are required to obtain a SOLID WASTE FACILITIES Usage Permit. Management reserves the right to revoke any person or business usage permit, upon ten (10) days written notice.

All loads delivered to the SOLID WASTE FACILITIES must be accompanied by a Non-Hazardous Waste Manifest listing the Permit Number and describing the nature and source (i.e. physical address) of the solid waste in that particular load.

If a permittee wishes to establish a charge account, a SANTA CRUZ COUNTY Charge/Credit Application must be submitted, with the responsible party signature and approved by the Manager. Santa Cruz County Solid Waste Facilities Terms of Credit are:

- 1% 10, Net 20.
- 1 1/2% Interest per Month (18%) APR on all past due balances.
- Any Account, which is 40 days or more past due, shall be, assessed a special surcharge of $100.00 per load.
- Any Account, which is 60 days or more past due, will be terminated immediately or at the Manager's discretion and turned over to a Collection Agency for reporting on the Customer Credit Report and further collection activities.
- The Board of Supervisors reserve the right to alter or amend these terms from time to time as it deems necessary or appropriate in its sole discretion.

SANTA CRUZ COUNTY will review all charge/credit accounts on at least an annual basis. If the payment history for an account is deemed satisfactory, the account may be renewed at the discretion of the SOLID WASTE FACILITIES Manager. If the annual review demonstrates lack of prompt payment and/or other non-compliance with the terms and condition hereof, SANTA CRUZ COUNTY reserves the right to terminate charge/credit account privileges, upon ten (10) days written notice.

Annual permit renewals that take place within fifteen (15) days of expiration date will not be charged a permit fee. All business and commercial haulers that currently have a commercial charge or cash account with the SOLID WASTE FACILITIES will be grand fathered in and will not be assessed a permit fee if they are current with

their monthly bill. If they are not current the renewal fee will assessed. All other business or commercial accounts will be subject to a one-time $10.00 permit fee and account set up fee.

Should you have any questions, please call Karl O. Moyers, SANTA CRUZ COUNTY Solid Waste Department, Manger, at (520) 761-7892 or 761-1220 or email at ***kmoyers@santacruzcountyaz.gov***

SANTA CRUZ COUNTY
SOLID WASTE FACILITIES

2150 N. Congress Drive
Nogales, AZ 85621
(520) 375-7830

USAGE PERMIT APPLICATION

Date: _____

Company Name: _____ Phone: _____

Address: _____

City/State/Zip: _____

Responsible Party, Name & Title: _____
Please indicate the following:

Estimated usage by (Tons or Cu. Yds.): _____ (Wk., Mo., Yr.)

PRIMARY TYPE OF MATERIALS DISPOSED:

_____ Municipal Solid Waste

_____ Loose Trash

_____ Septic

_____ Yard/Green Waste

_____ C&D Debris

_____ Other

_____
(Please Describe)

Primary Location of Areas Served:

VEHICLE INFORMATION
(Use addition sheets if necessary)

YEAR	MAKE	PERMIT	BODY TYPE	TARE WEIGHT

SANTA CRUZ COUNTY
SOLID WASTE FACILITIES

2150 N. Congress Drive
Nogales, AZ 85621
(520) 375-7830

NON-HAZARDOUS WASTE MANIFEST

Name: _____ **Date:** _____

Address: _____ **Phone:** _____

City: _____ **State & Zip:** _____

Vehicle Permit # or Truck #: _____ **Customer Number #:** _____

****

Source of Solid Waste: (address, if available)

City: _____ **State: Zip:** _____

****

PRIMARY TYPE OF MATERIAL BEING DISPOSED:

_____ **Municipal Solid Waste**

_____ **Loose Trash**

_____ **Other (please describe below)** _____

_____ **Yard Waste; Pine Needles; Slash/Woody Material**

_____ **C&D Debris**

****

CERTIFICATION:

As driver of the identified vehicle, I assert that I have no reason to believe that the solid waste presented for disposal is HAZARDOUS WASTE as defined by A.R.S. Title 49 and 40CFR Part 261 and/or any other regulations that may apply. I further acknowledge that Santa Cruz County will rely on the information provided in accepting this solid waste for disposal, and that any misrepresentation may be: fraudulent conduct; a civil offense punishable by penalties of up to $25,000 per day; and, as severe a criminal offense as a class 3 felony.

Driver Signature: Date: _____

Name: (Print or Type): _____

****

SANTA CRUZ COUNTY
SOLID WASTE FACILITIES
2150 N. Congress Drive
Nogales, AZ 85621
(520) 375-7830

CHARGE/CREDIT APPLICATION

To request credit for services in the disposal of garbage, trash, septic, C&D etc., please provide the following financial information: (Please print or type and complete the entire form).

Name of Applicant _____ **Phone #:** _____
Mailing Address: City/State/Zip: _____
Date of Birth: _____ **Social Security No.** _____

Applicant's Bank: (Branch, Phone No., Account No., Name under which the Account is Carried and Type of Account)

Bank Name, Address: _____
Phone #: _____ **Account No:** _____

Authorized Account Signer(s):

_____	_____	_____
Name	**Title**	**Social Sec. No.**
_____	_____	_____
Name	**Title**	**Social Sec. No.**
_____	_____	_____
Name	**Title**	**Social Sec. No.**

Applicant is: ( ) Partnership ( ) Corporation ( ) Proprietorship ( ) Other: _____
Number of Years in Business: _____ **Partnership: Date Organized:** _____
Full Names of Partners, Residence and Mailing Address, Social Sec. No. (List as a General or Limited Partner:

_____
_____

Corporation: List Name, Residence & Mailing Address and Social Sec. No. of President, Vice President, Secretary & General Manager:

_____
_____
_____

Have Articles of Incorporation been filed? ( ) Yes ( ) No: County Where Filed _____ **Date:** _____

Proprietorship: Owners Name & Soc. Sec. No.: _____
Residence & Mailing Address: _____

Credit References: Firm Name, Address, Phone No., Type Account, Amount of Credit:

_____
_____
_____

_____ _____
Authorized Signature **Date**

CREDIT TERMS & CONDITIONS

This application to establish charge/credit privileges and the information provided herein is given by the undersigned Credit Applicant in his/her capacity as a Corporate Officer and/or an individual ("Collectively Applicant") to the SANTA CRUZ COUNTY ("SANTA CRUZ COUNTY")to establish a twenty (20) day line of credit. Applicant agrees and fully understands that the terms of this agreement are those identified below and other conditions contained within this application packet become affective 10/01/01:

- 1% 10, Net 20.
- 1 1/2% Interest per Month (18%) APR on all past due balances.
- All applicants for credit authorize SANTA CRUZ COUNTY to obtain a Credit Report, which will be utilized, along with their previous record of payment to SANTA CRUZ COUNTY to determine if Credit Privileges will be extended to the Applicant.
- Any Account, which is 40 days or more past due, shall be, assessed a special surcharge of $100.00 per load.
- Any Account, which is 60 days or more past due, may be terminated immediately at the Manager's discretion and will be turned over to a Collection Agency for reporting on the Customer Credit Report and further collection activities, unless other payment arrangements have been made per Section J of the User Fee Policy.
- The SANTA CRUZ COUNTY Board of Supervisor's reserve the right to alter or amend these terms from time to time, as it deems necessary or appropriate in its sole discretion.

Applicant warrants that all information supplied is true and correct and Applicant agrees to give the SANTA CRUZ COUNTY a written notice of any changes within ten days of their occurrence. Failure to provide written notification of changes in any of this information doe not waives the applicant's responsibility to the terms contained in the Charge/Credit Application packet. Applicant represents that it has the authority to enter into this agreement and agrees to all of the following: Each signature appear below is intended to represent Applicants agreement in both his/her capacity as a Corporate Officer and his/her capacity as an individual. Applicant hereby authorizes each source/reference to supply to SANTA CRUZ COUNTY such information, which SANTA CRUZ COUNTY may deem necessary. Applicant hereby waives any right it has or may have relating in any way to any information, which SANTA CRUZ COUNTY may obtain from such sources of information concerning applicant. If Credit is granted, Applicant agrees to be liable for and pay all bills when rendered or in accordance with such other written terms as may agreed upon. Applicant terms and condition of credit at identified above. Time is of the essence of this agreement. The right of the Corporation stated in this agreement are cumulative and are in addition to any other right or remedies provided by law.

_____ _____

Authorized Signature Date

SANTA CRUZ COUNTY
SOLID WASTE FACILITIES
FEE SCHEDULE

ITEM	USER FEE
Rio Rico Landfill:	
Commercial	$45.00/ton
Residential:	
0 to 500 lbs	$ 8.00/load
Over 500 lbs	$45.00/ton
Recycling	No Charge
Sonoita Elgin Landfill:	
Commercial	$45.00/ton
Residential:	
0 to 500 lbs	$ 8.00/load
Over 500 lbs	$45.00/ton
Recycling	No Charge
Tubac Amado Transfer Station:	**(Bagged Garbage Only)**
All loads <= bed high	$8.00/load
All loads >= bed high	Double
Vehicle + Trailer <= bed high	$8.00/load
Vehicle + Trailer >= bed high	$16.00/load
Recycling	No Charge
Special Waste Handling Fee (RRLF &SELF)	$45/ton
TIRES:	
Passenger, Light Truck Tires (Registered Tire Dealer)	No Charge
Large Truck Tires (Semi Etc)	$150/ton
5+ Passenger, Light Truck Tires (Non-Registered Origin)	$150/ton
Passenger Tires on Rims	$5.00/tire
WHITE GOODS & BULKY ITEMS:[2] (Refrigerators, Furniture, Etc.)	$45.00/ton
SPECIAL WASTE HAULING AND DISPOSAL: (Illegal Dumping, Non Friable Asbestos, Etc.)	Normal Oper. Hrs. - $45/ton + $100/hr Outside of Normal Oper. Hrs. - Actual cost of Disposal (Section H)
UNSECURED/UNCOVERED LOAD PENALTY FEE:	
A) COMMERCIAL	$ DOUBLE
B) RESIDENTIAL	$ DOUBLE
SLIDING FEE SCHEDULE (RRLF-MSW Only)	
Tons	
0 - 15,999	$ 45.00
➢ 16,000	$ 23.00

NOTES:

1. All commercial loads must be accompanied by SANTA CRUZ COUNTY Uniform Solid Waste Manifest Form, which identifies the solid customer account number, waste load contents, source and point of origin or physical address.

2. In the event, that a non-standard vehicle is used to transport solid waste, the Fee Attendant is required to weigh in and weigh out the vehicle. If in the Fee Shed Attendant determines the vehicle and/or trailer used to transport solid waste or other material substantially exceeds 500 lbs. or 2.63 cubic yards then the vehicle will be weighed in and out and charged at the per ton rate.

3. Construction and Demolition (C&D) debris is defined as any solid waste that is generated from construction or demolition activities (ARS 49.701.5 & 7, respectively). Examples of C&D material include, but are not limited to rock, dirt, sand, concrete, asphalt, metal, bricks, sheet rock, asphalt and wood shingles, processed and natural wood wastes, and automobile body parts. All residential and commercial C&D material, will be weighed in and weighed out and billed at the per ton charge.

4. Unsecured and Uncovered Loads will be charged double the disposal fee, because of the high probability that the solid waste will be blown or fall out of the vehicle and cause litter and Road Hazards of public right of ways.

    - An Unsecured Load are defined as loads that are not restrained, tied down or secured with tarps, nets or ropes.
    - An Uncovered Load is defined as loads that are not covered or restrained by a tarp, nets or ropes.

5. DETERMINATION OF CHARGES - The Fee Attendant (e.g. cashier) shall determine whether a particular load is commercial or non-commercial based on the above definitions. The user shall, at the time of use, abide by that decision or vacate the property.

    If a user believes s/he has been wrongly charged the commercial rate, s/he may submit an affidavit to the Manager, stating that the load was non-commercial and did not fall under the definition used by the Fee Shed Attendant to determine the user fee and provide proof thereof.

    Depending on the Manager's determination of the load's status, the difference between the commercial and the non-commercial fee may be refunded to the user.

6. The SCC, Solid Waste Facilities are all Active Waste Screening Facilities. As such we reserve the right to inspect any load or potion of load arriving at any of the facilities. We will reject all un-accepted waste and any other wastes determined un-acceptable by our management. **Your participation in this program is not optional!**

INTEROFFICE MEMORANDUM

TO: BOARD OF SUPERVISORS

FROM: JOSE L. PENA, LIEUTENANT ANIMAL CARE AND CONTROL

SUBJECT: APPROVAL TO FILL VACANT SHELTER ATTENDANT POSITION

CC: CARLOS RIVERA, COUNTY MANAGER

RECOMMENDATION:

STAFF RECOMMENDS THAT THE BOARD APPROVE TO FILL VACANT SHELTER ATTENDANT POSITION.

BACKGROUND:

THE POSITION HAS BEEN VACANT SINCE AUGUST OF 2015 AND IS NOT A NEWLY AUQUIRED POSITION.

FINANCAL IMPLICATIONS:

THE POSITION PAY IS $22,774.00 AND THE CITY OF NOGALES WILL BE PAYING HALF OF THE COST.

PROPOSED MOTION:

MOVE TO APPROVE THE WAIVE OF HIRING FREEZE AND AUTHORIZE TO FILL VACANT ANIMAL CARE AND CONTROL OFFICER POSITION.

Back to Agenda

Santa Cruz County

Department Staffing Request

Department Animal Care and Control Date needed 01-12-2015

The position requested is (check whichever applies)

X to fill a vacancy created by Vacant Position

_____ a new position

Position Title Shelter Attendant Source of Funding X600-55-40

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 39 Entry Level Salary $22,774.00

Budgeted Position ✓ Yes _____ No

Personnel Signature Carla R

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

OFFICE OF THE SANTA CRUZ COUNTY ATTORNEY

GEORGE E. SILVA
County Attorney

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

MEMORANDUM

Date: January 14 2016
To: Santa Cruz County Board of Supervisors
From: George Silva, Santa Cruz County Attorney

Subject: Waiver of hiring freeze to hire HIDTA funded detective.

Recommendation: Approve waiver of the hiring freeze and allow County Attorney to fill the HIDTA detective position.

Background: . As the result of a resignation the County Attorney has a detective position open for an investigator who will be assigned to work with the HIDTA task force investigating drug crimes in Santa Cruz County.

Financial Implications: The position is 100% HIDTA grant funded and is budgeted.

Proposed Motion: "Mr. Chairman, I move to waive the hiring freeze and to allow the County Attorney to fill the position."

Back to Agenda

Santa Cruz County

Department Staffing Request

Department County Attorney Date needed ASAP

The position requested is (check whichever applies)

__X__ to fill a vacancy created by Joe Luna's resignation
_____ a new position

Position Title Detective Source of Funding HIDTA Grant

Position is _____ Temporary Full Time _____ Temporary Part-Time

XX Permanent Full Time _____ Permanent Part-Time

Benefits (if grant Funded)? XX Yes _____ No

Is new job description required? XX Yes ___ No
More detailed listing requirements for the specific position.

Personnel Review

Salary Range _____ Entry Level Salary $43,050.00

Budgeted Position XX Yes No

Personnel Signature Carlos R

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

OFFICE OF THE SANTA CRUZ COUNTY ATTORNEY

GEORGE E. SILVA
County Attorney

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

MEMORANDUM

Date: January 14, 2016
To: Santa Cruz County Board of Supervisors
From: George Silva, Santa Cruz County Attorney

Subject: Approval of 2016 STOP Grant Agreement.

Recommendation: Approve acceptance of the grant.

Background: The Santa Cruz County Attorney receives funds from the Department of Justice through the Governor's Office to prosecute domestic violence crimes and provide services to domestic violence victims/survivors. These funds pay the salaries for project staff.

Financial Implications: The grant pays 75% of the salaries for 3 full time staff members to include an attorney, advocate and detective and 2 part time staff members to include 1 advocate and 1 attorney. There is also a 25% match requirement which is currently charged to anti racketeering.

Proposed Motion: "Mr. Chairman, I move to approve the 2016 STOP Grant Agreement."

AMENDMENT # 1
SUBGRANTEE CONTRACT #ST-WSG-15-010115-19Y2

between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE FOR CHILDREN, YOUTH AND FAMILIES,
HENCEFORTH KNOWN AS GOVERNOR'S OFFICE OF YOUTH, FAITH AND FAMILY

and

SANTA CRUZ COUNTY ATTORNEY'S OFFICE

Pursuant to **section LII, AMENDMENTS,** the following sections of the above referenced Subgrantee Contract are hereby amended as follows:

Section I, TERM OF CONTRACT
Pursuant to Terms and Conditions, "Term of Contract," the State of Arizona hereby exercises its option to renew the existing contract for an additional twelve months. A new contract award amount for the second year of the contract is provided from the STOP Violence Against Women Formula Grant Program. Subgrantee agrees to adhere to the goals, strategies and activities related to Subgrantee's Contract Award No. ST-WSG-15-010115-19 and the approved, updated grant activities in the Subgrantee's renewal application for Year Two funding. The contract renewal period shall be effective January 1, 2016 through December 31, 2016.

Grantor shall provide up to $249,322 as a new contract award amount in additional funds for Year Two reimbursements to the Grantee for costs approved in the Subgrantee's renewal application for Year Two funding, in accordance with Attachment A, Line Item Budget and Narrative, incorporated into this contract by reference. The amount of match committed by the Santa Cruz County Attorney's Office is $83,034.

GRANT PROGRAM ADMINISTRATION
Section A, DELIVERABLES
Pursuant to Grant Program Administration, Section A, "Deliverables", the Subgrantee shall provide quarterly program activity reports to the Grantor for the quarter in which services are provided. The reporting schedule is:

- January 1, 2016 – March 31, 2016 due April 30, 2016
- April 1, 2016 – June 30, 2016 due July 31, 2016
- July 1, 2016 – September 30, 2016 due October 31, 2016
- October 1, 2016 – December 31, 2016, due January 30, 2017
- Final Narrative Report due February 15, 2017
- The DOJ/OVW Annual Progress Report (Muskie) due February 15 2017, for all activities for the calendar year 2016.

The Governor's Office of Youth, Faith and Family shall provide the forms for the quarterly reports and final narrative report. The DOJ/OVW Annual Progress Report can be found on the internet at: http://muskie.usm.maine.edu/vawamei/stopformulaform.htm.

Except as specifically stated herein, all other terms and conditions of this Subgrantee Contract remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Amendment.

SANTA CRUZ COUNTY GOVERNMENT

Rudy Molera Date
Chair, Santa Cruz County Board of Supervisors

GOVERNOR'S OFFICE OF YOUTH, FAITH AND FAMILY

Debbie Moak 1/4/16
Debbie Moak Date
Director

12/31/15
Travis Price Date
Compliance Finance and Procurement Manager
Office of the Governor

EXHIBIT C

SAMPLE
Line Item Budget

This exhibit is provided as an example only. While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Contracted/Professional Services, Travel (In-State/Out of State), Pass-Thru, Other Operating Expenses and Administrative/Indirect Costs. **Please round budget category totals to the nearest dollar.**

Budget period: January 1, 2016 – December 31, 2016

Budget Category	Line Item	Requested Funds	** Matching Funds/ Source	Total Cost
Personnel and Fringe Benefits				
Personnel	**Kim Hunley** **Project Attorney** 1 FTE, 12 months 75% grant funded 25%, match funded	$63,750	$21,250 Anti Racketeering Fund Match 25%	$63,750 $21,250
Personnel	**Caleb Wagner** **Project Attorney** .5 FTE, 12 months 75% grant funded 25%, match funded	$24,062	$8,021 Anti Racketeering Fund Match 25%	$24,062 $8,021
Personnel	**Heriberto Zuniga** **Project Detective** 1 FTE 12 months 75% grant funded 25% match funded	$35,561	$11,854 Anti Racketeering Fund Match 25%	$35,561 $11,854
Personnel	**Brenda Ramos** **Project Advocate** 1 FTE 12 months 75% grant funded 25% in kind match funded	$23,913		$23,913
Personnel	**Nidia Solorzano** **Project Advocate** .5 FTE, 12 months 75% grant funded 25% in kind match funded	$11,956		$11,956

Personnel	**Charlene Laplante** Victim Services Supervisor Yearly salary $93,450 20% of time spent on STOP grant		$18,252 In Kind match 20% of $93,450 annual salary general fund	$18,252
Fringe Benefits	**Kim Hunley** Agency Rate (32%)- Budget narrative should provide more detailed accounting of how this rate was determined for the agency. (Rounded)	$20,318	$6,773 Anti Racketeering Fund Match 25%	$20,318 $6,773
Fringe Benefits	**Caleb Wagner** Agency Rate (38%)- Budget narrative should provide more detailed accounting of how this rate was determined for the agency. (Rounded)	$8,573	$2,857 Anti Racketeering Fund Match 25%	$8,573 $2,857
Fringe Benefits	**Heriberto Zuniga** Agency Rate (42%)- Budget narrative should provide more detailed accounting of how this rate was determined for the agency. (Rounded)	$14,851	$4,950 Anti Racketeering Fund Match 25%	$14,851 $4,950
Fringe Benefits	**Brenda Ramos** Agency Rate (53%)- Budget narrative should provide more detailed accounting of how this rate was determined for the agency. (Rounded)	$12,592		$16,789
Fringe Benefits	**Nidia Solorzano** Agency Rate (53%)- Budget narrative should provide more detailed accounting of how this rate was determined for the agency. (Rounded)	$6,296		$8394

Personnel	Call out Overtime 3 hours per week X 2 advocates at $23.00 per hour X 52 weeks	$5381	$1793 anti racketeering fund match 25%	$5,381 $1,793
	Call out Overtime 5 hours per week x 1 detective at $34.20 per hour x 52 weeks	$6,669	$2,223 anti racketeering fund match 25%	$6,669 $2,223
Contracted Services/Professional Services				
Training	One 1 day free conference for up to 100 law enforcement and court personnel to be held in June 2016 Cost to include speakers/presenters fee.	$1,125	$375 anti-racketeering fund match 25%	$1,125 $ 375
Training	One 1 day free conference for up to 125 collaborators and community stakeholders to be held in October 2015 Cost to include speakers/presenters fee.	$1,125	$375 anti-racketeering fund match 25%	$1,125 $375
Travel				
	Project staff to attend program related training (356 miles x 44.5 cents per mile x 2 staff persons) (Rounded)	$317		$317
	1 professional training for project Detective to include conference registration, airfare, lodging and per diem.	$2,200	$744 anti racketeering fund match 25%	$2200 $744
	1 professional training for project Advocates X 2 advocates to include conference registration, airfare, lodging and per diem.	$4,400	$1,488 anti racketeering fund match 25%	$4,400 $1,488

Supplies and Other Operating				
Cellphone	Telephone for full time Project Attorney ($69/month x 12 months)	$621	$207 anti racketeering fund match 25%	$621 $207
Cellphone	Telephone for half time project attorney ($69/month x 12 months X 50%	$310	$104 anti racketeering fund match 25%	$310 $104
Cellphone	Telephone for Project Detective ($69/month x 12 months)	$621	$207 anti racketeering fund match 25%	$621 $207
Cellphone	Telephone for full time Project Advocate ($69/month x 12 months)	$621	$207 anti racketeering fund match 25%	$621 $207
Cellphone	Telephone for half time project advocate ($69/month x 12 months X 50%	$310	$104 anti racketeering fund match 25%	$310 $104
Training	One 1 day free conference for up to 100 law enforcement and court personnel to be held in June 2016 Cost to include the venue, supplies, give aways, advertising and set up.	$1,875	$625 anti racketeering fund match 25%	$1,875 $625
Training	One 1 day free conference for up to 125 collaborators and community stakeholders to be held in October 2016 Cost to include the venue, supplies, give aways, advertising and set up.	$1,875	$625 anti racketeering fund match 25	$1,875 $625
Total		$249,322	$83,034	$332,356

*As shown, a line item budget justification for each component MUST be included in the application that describes the procedure for determining the cost of budget categories. Detail in the line item budget narrative strengthens applications. See the following page for budget narrative format.

EXHIBIT D

Budget Narrative

Personnel: Kim Hunley, Deputy County Attorney, annual salary $85,000, will spend 100% of her time working on this project for the 12 month period of the grant. We request 75% STOP grant funds and we will provide a 25% match from Antiracketeering funds. Caleb Wagner, Deputy County Attrorney, annual salary $64,166, will spend 50% of his time working on this project for the 12 month period of the grant. We request 75% STOP grant funds and we will provide a 25% match from Antiracketeering funds. Brenda Ramos, victim advocate, annual salary $31,884, will work 100% time on this project for the 12 month period of the grant. We request 75% STOP Grant funds and will provide a 25% in kind match from Victim Services Supervisor Charlene Laplante's salary. Nidia Solorzano, victim advocate, annual salary $31,884, will work 50% time on this project for the 12 month period of the grant. We request 75% STOP Grant funds and will provide a 25% in kind match from Victim Services Supervisor Charlene Laplante's salary. Heriberto Zuniga, Detective, annual salary $47,415, will spend 100% of his time working on this project for the 12 month period of the grant. We request 75% STOP grant funds and we will provide a 25% match from Antiracketeering funds.

The following calculation was used to determine the requested funding amount for each individual employee: Kim Hunley: Annual Salary $85,000 X 1 FTE 12 months = $85,000, 75% grant funded and 25% match funded. Caleb Wagner: annual salary $64,166 X .50 FTE 12 months= $32,083, 75% grant funded and 25% match funded. Brenda Ramos: Annual Salary $31,884 X 1 FTE 12 months = $31,884, 75% grant funded and 25% match funded. Nidia Solorzano: Annual Salary $31,884 X .50 FTE 12 months=$15,942, 75% grant funded and 25% match funded. Heriberto Zuniga: Annual Salary $47,415 X 1 FTE 12 months = $47,415, 75% grant funded and 25% match funded.

Charlene Laplante, Chief Civil Deputy, and Supervisor of Victim Services, will spend 20% of her time working on this project for the 12 months of the grant. She earns an annual salary of $93,450 per year with ERE's of approximately $29,000. She is paid from the Santa Cruz County General Fund. Her salary will be used as In Kind Matching Funds. 20% of her base salary of $93,450 will serve as matching funds for this project. Please see explanation under Matching Funds heading below.

Fringe Benefits: Benefits are based on standard FICA, SUI and retirement benefits plus employee choices from a menu of benefits that include health, dental, legal and life insurance. This rounded-off budget specifies the actual costs for the actual employees specified in this application as of September 29, 2014.

Employee: Kim Hunley

Fringe Benefit	Percent of Salary	
Payroll Tax	.0774	$ 6,503
Worker's Comp	.0146	$ 123

Medical and Life Insurance	.126	$ 10,605
Retirement	.1173	$ 9,860
Total Fringe Benefit Rate	.32	$27,091
75% grant funded and 25% match funded		

Employee: Caleb Wagner

Fringe Benefit	Percent of Salary	
Payroll Tax	.0774	$ 2,346
Worker's Comp	.0038	$ 118
Medical and Life Insurance	.174	$ 5,302
Retirement	.120	$ 3,664
Total Fringe Benefit Rate	.38	$11,430
75% grant funded and 25% match funded		

Employee: Heriberto Zuniga

Fringe Benefit	Percent of Salary	
Payroll Tax	.0764	$ 3627
Worker's Comp	.0015	$ 69
Medical and Life Insurance	.223	$ 10,605
Retirement	.1159	$ 5,500
Total Fringe Benefit Rate	.42	$19,801
75% grant funded and 25% match funded		

Employee: Brenda Ramos

Fringe Benefit	Percent of Salary	
Payroll Tax	.0764	$ 2,439
Worker's Comp	.0014	$ 46
Medical and Life Insurance	.332	$10,605
Retirement	.1160	$ 3,699
Total Fringe Benefit Rate	.527	$16,789
75% grant funded and 25% match funded		

Employee: Nidia Solorzano

Fringe Benefit	Percent of Salary	
Payroll Tax	.0764	$ 1,219

Worker's Comp	.0014	$ 23
Medical and Life Insurance	.332	$ 5,302
Retirement	.1160	$ 1,849
Total Fringe Benefit Rate 75% grant funded and 25% match funded	.527	$ 8,394

Advocate Overtime:

Generally when the advocates are called out to respond on scene it is at night. Due to budgetary constraints we have been having our advocate flex time off during the work week to compensate for any callout overtime. We are requesting funding for overtime pay of 3 hours per week per advocate for a total of 6 hours per week. The advocates are paid time and a half for over time. They earn $15.33 per hour. So for overtime we would pay them $23 per hour. 3 hours per week X $23.00 X 52 weeks=$3,587 per advocate X 2= $7,174.

To be 75% grant funded and 25% math funded.

Detective Overtime:

Our detective is tasked with serving orders of protection and witness subpoenas. Due to individuals work schedules this cannot always be accomplished during 8 a.m. to 5 p.m. working hours. Therefore, there are times when our detective must work after hours. Due to budgetary constraints we have been having our advocate flex time off during the work week to compensate for overtime. We are requesting funding for overtime pay of 5 hours per week. The detective will be paid time and a half for over time. He earns $22.80 per hour. 5 hours per week X $34.20 X 52 weeks= $8,892.

To be 75% grant funded and 25% match funded.

Match Funds: We will utilize 2 forms of matching funds. A cash match to be taken from the County Attorney Anti-Racketeering fund and in kind matching from Charlene Laplante's salary. Ms. Laplante is the Chief Civil Deputy who writes the STOP grants, implements the victim advocacy portions of awarded grants and supervises the victims services program, to include the STOP funded project and staff. Her annual salary is $93,450 with ERE's of $29,000. She spends approximately 20% of her time completing these tasks. Ms. Laplante's salary is funded through the Santa Cruz County general fund. We are requesting that 20% of her salary be considered an in kind match.

Contracted Services/Professional Services:

1 one day free conference/training for law enforcement training focusing on domestic violence and sexual assault investigation for up to 100 law enforcement personnel.

$ 1,500 to include speaker/presenter fees/costs. Over the last 3 years of hosting this training we have discovered that to obtain speakers with special investigative expertise in domestic violence and sexual assault issues we really need a budget to pay a speaker fee. We are hoping to provide a training in 2016 which focuses on the investigation of strangulation cases. We will need at least $1,500 to procure the services of specialized detectives to provide this very specialized training. This will cover the cost of presentation preparation, speaker fee, travel and lodging and any other ancillary costs associated with presentations. Contracts will be procured through agreements directly with the speakers. The county may contract for professional services of $1500 without going through a bid process. To be 75% grant funded and 25% match funded.

1 one day free conference/training for 125 collaborators and community stakeholders focusing on domestic violence and sexual assault.

$ 1,500 to include speaker/presenter fees/costs. Over the last 3 years of hosting this training we have discovered that to obtain speakers with special expertise in domestic violence and sexual assault issues we really need a budget to pay a speaker fee. We are seeking funding to pay the cost of presentation preparation, speaker fee, travel and lodging and any other ancillary costs associated with presentations. Contracts will be procured through agreements directly with the speakers. The county may contract for professional services of $1500 without going through a bid process.
To be 75% grant funded and 25% match funded.

Travel:

Upon award of STOP Grant funds 2 program members are required to attend a mandatory training conducted by the STOP Grant administrators. Our program sends the finance administrator and the program administrator. It is 178 miles from Nogales to Phoenix for a total of 356 miles at 44.5 per mile X 2 staff member for a total of $317. We are requesting 100% grant funding for this travel.

Over the course of the funded year there are a number of professional trainings offered that are focused on the investigation of domestic violence, child abuse, or sexual assault cases. These trainings offer in depth training to detectives on how to most effectively prosecute these cases. In our experience these trainings have a registration fee associated with them and requires travel, lodging and per diem for the attendee.

We are requesting funding to our detective to 1 professional training during the term of the grant. In addition, there are national trainings regarding best practices for providing advocate services to DV, child abuse and sexual assault victims. These trainings require a registration fee, travel, lodging and per diem for the attendee. We are requesting funding to send each of our funded advocates to 1 professional training during the term of the grant.

We are requesting $2,944 to cover conference registration, travel, lodging, and per diem for 4 days. 3 staff members X $2,944 = $8,832. To be 75% funded and 25% match funded.

Pass Through/Subgrants: Not Applicable. We are only requesting funding for personnel salaries.

Supplies and Operating Expenses:

CELLPHONE

Each funded staff member has an assigned telephone to allow for callout and consultation with law enforcement, collaborators and community stake holders. We have a cellphone plan through Verizon the cost for each phone is $69 per month. We are requesting funding of $69 per month X 12 months X 3 FTE= $2484. To be 75% grant funded and 25% match funded. We are requesting funding of $69 per month X 12 months X 2 .5 FTE=$840. To be 75% grant funded and 25% match funded. The Verizon contract we use is through a state contract.

CONFERENCES

1 one day free conference/training for law enforcement training on domestic violence and sexual assault investigation for up to 100 law enforcement personnel to be held in June 2016.

We are requesting $2,500 to include the cost of the venue, supplies, advertising, give aways and set up. For advertising we will prepare 500 flyers to pass out within the community. We will also utilize the radio stations and the local newspapers to have the information included in their current events listings. To be 75% grant funded and 25% match funded.

1 one day free conference for up to 125 collaborators and community stakeholders to be held in October 2016.

We are requesting $2,500 to include the venue, supplies, advertising, give aways and set up. For advertising we will prepare 500 flyers to pass out within the community. We

will also utilize the radio stations and the local newspapers to have the information included in their current events listings. To be 75% grant funded and 25% match funded.

Developing/Enhancing/Strengthening Prevention and Educational Programming: Not applicable. Not requesting funding in this category.

Administrative/Indirect Costs: Not Applicable. Our office will cover those expenses.

Authorized Signature Date 12-14-15

Job Title Chief Civil Deputy

ARIZONA SUPERIOR COURT
SANTA CRUZ COUNTY

Thomas Fink
Presiding Judge of Superior Court
Division I

Diane L. Culin
Court Administrator

January 11, 2016

Re: Board Approval and Signature on Two Grants

Chairman Molera, Supervisor Maynard, and Supervisor Ruiz;

The Superior Court is applying for two state grants through the Administrative Office of the Supreme Court:

1. **Fill the Gap Grant: $24,000** (a grant we submit for and receive every year), and
2. **Field Trainer Grant $12,350** (a new grant that will partially fund one of the new positions that the Board authorized for the Court in the FY15/16 budget adoption.)

The Fill the Gap Grant will fund a continuing part-time clerk position in the Superior Court Clerk's Office. It will also help us purchase sound and recording system equipment for the courtrooms and fund some training and testing costs for court interpreters.

For the Field Trainer Grant, we have already arranged for the County and the AOC to split-fund a new Information Technology position. The County already authorized this money in the Court's FY16 budget. Since we are not filling the Field Trainer position (the Information Technology position) until February 2016, we only need a small portion of the costs from each the County and the AOC. These costs will be split 50/50, for a cost of $12,350.00 each for the balance of the fiscal year.

The applications are included in this packet. Your approval and signature are requested on each grant application form.

RECOMMENDED MOTION: I move that the grants for the Superior Court titled Fill the Gap, and the Aztec Field Trainer be approved and the applications signed for fiscal year 15/16.

Sincerely,

Diane L. Culin

Diane L. Culin
Superior Court Administrator
Arizona Superior Court of Santa Cruz County

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

January 11, 2016

Administrative Office of the Supreme Court
Jerri Medina – Fill the Gap Grants
1501 W. Washington St
Phoenix, AZ 85007

To Whom it May Concern

Re: Fill the Gap Grant - FY 15/16

Attached, please find the Fill the Gap Plan and Application for fiscal year ending 2016.

The Arizona Superior Court of Santa Cruz County is seeking approval for Fill the Gap funds in the amount of $24,000 to address criminal case flow issues. The use of this money will go towards:

- a continuing part-time position to the Clerk's Office,
- portable microphones and receivers for the recording systems in two courtrooms
- court interpreter training and testing.

A more detailed justification is included for your review in the Grant Application.

Sincerely,

Diane L. Culin
Superior Court Administrator
Arizona Superior Court of Santa Cruz County

cc: Honorable Thomas Fink, Superior Court Presiding Judge
Juan Pablo Guzman, Clerk of the Superior Court
Rudy Molera, Chairman of the Board for Santa Cruz County
Ivette Gastelum, Court Administration Finance

FILL THE GAP (FTG) APPLICATION FY2016

A. APPLICANT INFORMATION

1.	**COURT NAME:** Santa Cruz County Superior Court		
2.	**CONTACT PERSON:** Diane Culin	**3. TITLE:** Court Administrator	
4.	**ADDRESS (STREET, CITY, STATE, ZIP):** 2160 N. Congress Drive, Ste. 2300, Nogales, AZ 85621		
5.	**PHONE:** (520) 375-7740	**6. FAX:** (520) 375-8203	**7. E-MAIL ADDRESS:** dculin@courts.az.gov

B. BUDGET INFORMATION

8. PROJECT TITLE: FTG Superior Court and Clerk Project

9. BEGIN DATE: July 1, 2015 **END DATE:** June 30, 2016

10.			
	AMOUNT STATE FTG REQUESTED: **$ 14,988.00**	**AMOUNT LOCAL FTG REQUESTED:** **$ 9,012.00**	**LOCAL BALANCE (COURT PORTION):** **$ 495,432.35** **AS OF:** January 8, 2016 **(CERTIFIED BY LOCAL FINANCE)**

11. OTHER ACTIVE APPROVED GRANTS FOR FTG (STATE $ AMOUNT): -0-

12.			
☐	**NEW REQUEST**	☒ **CONTINUE PROJECT – TIME & $** ☐ **CONTINUE PROJECT – ADDITIONAL STAFF**	☐ **EXTEND PROJECT MORE TIME NO ADDITIONAL FUNDS**
		GPT #	**GPT #**

C. PROJECT INFORMATION

13. DESCRIPTION OF PROJECT PLAN.

Please refer to the attached letter and documents.

14. DESCRIBE THE NEED FOR THIS PROJECT AND HOW THE EXPENDITURE OF THESE MONIES WILL ADDRESS THE NEED.

In Santa Cruz Superior Court, jury pools are assembled in a courtroom (not a jury assembly room) for briefings, orientation, and for the jury selection process. It is necessary that two portable microphones be added to two of the courtrooms which are used for jury selection. Further the sound systems in these courtrooms must also include receivers specific to the recording system so that the potential juror's voice is not only heard better in the courtroom, but also the voice can become part of the record.

Funds are requested in this grant to purchase and install this new equipment. It is a one-time cost that will improve the record and the speed of criminal case jury selection.

In Santa Cruz courts as many as 70% of criminal case defendants speak only Spanish. Under a newly adopted Supreme Court Administrative Order #2016-02, all staff interpreters must become credentialed under new Arizona Courts Standards. Tests and specialized training for this fiscal year will cost approximately $5,000. This request is for the funding to purchase interpreter institute registration costs (including lodging and per diem costs), other training and subscriptions needed to advance the skills and expertise of staff interpreters.

15. LIST THE PROJECT'S PERFORMANCE MEASURES.

Equipment to improve sound and recordings will be installed by June 30, 2016.

Interpreter's skills will be improved and measured through training and testing.

The Deputy Clerk will assist in improving the processing of criminal cases. The Deputy Clerk is currently assisting with the processing of approximately 70 cases daily. It is projected that in the year 2016, the clerk will assist in processing an average of between 70-75 cases daily.

D. BUDGET (SUPERIOR COURT) (SEE ATTACHMENT FOR COMPLETE BREAKDOWN OF PROPOSED EXPENDITURE)

PERSONNEL	$	**14,500.00**
PROFESSIONAL SERVICES	$	**-0-**
TRAVEL	$	**5,000.00**
OTHER OPERATING	$	**-0-**
EQUIPMENT – COURT ROOMS	$	**4,500.00**
COMPUTER EQUIPMENT	$	**-0-**
TOTAL	$	**24,000.00**
PLEASE ENTER THE PORTION IN SECTION D. TOTAL THAT WAS PREVIOUSLY FUNDED BY LOCAL OR COUNTY FUNDS PRIOR TO 7/1/09. (SESSION LAW H.B. 2010, SUSPENDING A.R.S. 12-102.02 AND 12-102.03)	$	**-0-**

E. BUDGET (CLERK OF THE COURT)		
PERSONNEL	$	
PROFESSIONAL SERVICES	$	
TRAVEL	$	
OTHER OPERATING	$	
OFFICE EQUIPMENT/FURNITURE	$	
COMPUTER EQUIPMENT	$	
TOTAL	$	-0-
PLEASE ENTER THE PORTION IN SECTION D. TOTAL THAT WAS PREVIOUSLY FUNDED BY LOCAL OR COUNTY FUNDS PRIOR TO 7/1/09. (SESSION LAW H.B. 2010, SUSPENDING A.R.S. 12-102.02 AND 12-102.03)	$	

F. BUDGET (JUSTICE COURT)		
PERSONNEL	$	
PROFESSIONAL SERVICES	$	
TRAVEL	$	
OTHER OPERATING	$	
OFFICE EQUIPMENT	$	
COMPUTER EQUIPMENT	$	
TOTAL	$	-0-
PLEASE ENTER THE PORTION IN SECTION D. TOTAL THAT WAS PREVIOUSLY FUNDED BY LOCAL OR COUNTY FUNDS PRIOR TO 7/1/09. (SESSION LAW H.B. 2010, SUSPENDING A.R.S. 12-102.02 AND 12-102.03)	$	

G. Personnel Expenditure Detail

Superior Court

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
1	Deputy Clerk – Please refer to the attached description.	$ 14,500.00
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
Total		$ 14,500.00

CLERK OF THE COURT

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
Total		$ -0-

JUSTICE COURTS

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
Total		$ -0-

H. Equipment Expenditure Detail

Superior Court

Type of Equipment	Amount
Portable wireless microphones, receivers, and transmitters	$ 4,500.00
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
Total	$ 4,500.00

CLERK OF THE COURT

Type of Equipment/Furniture/Other Operating	Amount
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
Total	$ -0-

JUSTICE COURT

Type of Equipment	Amount
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
Total	$ -0-

Back to Agenda

Santa Cruz County Superior Court FY2016

Deputy Clerk		Annually
Salary	$	13,500.00
EREs	$	1,000.00
	$	14,500.00

FTG-State Allocation	**$**	**14,988.00**
Total Salary and EREs Needed		**(14,500.00)**
FTG-Local Allocation	**$**	**488.00**

Deputy Clerk - Assigned To Criminal Matters

Hundreds of criminal cases are filed in the Clerk of Superior Court every year and the FTG funds are used to pay a part time position which supports the Clerk of Court with the criminal case load. In recent years this office has seen a reduction of force by approximately 20% which has drastically impacted the resources utilized in processing criminal matters. The Clerk's Office designates several staff members to cover all criminal matters for three local Superior Court Judges as well as visiting judges for Santa Cruz County on a weekly basis. The responsibilities of a Deputy Clerk assigned to criminal cases include but are not limited to opening files received from the County Attorney's Office or Limited Jurisdiction Courts, labeling files, performing data entry in AJACs, scanning/imaging criminal files, calendaring, locating files, preparing documents, processing arrest warrants, taking notes and preparing minute entries, completing disposition reports, preparing packets to DOC, entering and reviewing case financial information, among other duties.

In addition, it is important to note that the weekly Law and Motion calendars on average contain no less than forty criminal matters, which include Arraignments, Plea Negotiations, Sentences, Reviews, Fugitive Warrants, Etc.

Furthermore, a very important responsibility of staff members assigned to criminal cases is serving as Assistant Jury Commissioners. They are responsible for scheduling and maintaining trial calendars, maintaining Jury lists, reviewing Jury questionnaires, summoning jurors for service, process jury payments, among other responsibilities.

The funds provided by the FTG Grant enables the Clerk of Court to employ a part time staff member to aid with the above mentioned responsibilities and to continue improving our day-to-day processes with regards to Criminal files.

I. SIGNATURES OF SUBMITTING PARTIES

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

PRESIDING JUDGE SUPERIOR COURT — DATE: 1/11/16

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

CHAIRMAN, BOARD OF SUPERVISORS — DATE

Hon. Thomas Fink
PLEASE PRINT NAME

Rudy Molera
PLEASE PRINT NAME

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

CLERK OF THE SUPERIOR COURT — DATE

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

PRESIDING JUSTICE OF THE PEACE — DATE: 01.13.16

Juan Pablo Guzman
PLEASE PRINT NAME

Hon. Keith D. Barth
PLEASE PRINT NAME

RETURN COMPLETE APPLICATION AND SEND TO:
JERRI MEDINA, GRANT SPECIALIST
COURT SERVICES DIVISION
ADMINISTRATIVE OFFICE OF THE COURTS
1501 W. WASHINGTON, SUITE 410
PHOENIX, AZ 85007

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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

January 11, 2016

Administrative Office of the Supreme Court
Jerri Medina – Field Trainer Grant
1501 W. Washington St
Phoenix, AZ 85007

To Whom it May Concern

Re: Field Trainer Grant - FY 15/16

Attached, please find the State Field Trainer Grant application for fiscal year ending 2016.

The Arizona Superior Court of Santa Cruz County is seeking Field Trainer grant dollars to fund 50% of the position costs for the remaining pay periods of the 2016 fiscal year. This position is in the recruitment stages, and we anticipate filling it by mid-February or shortly thereafter. With a projected start date of February 15, 2016, we anticipate the salary and related expenses to total approximately $24,700.00 for the balance of the fiscal year. As specified in the Field Trainer grant, these dollars will be split at 50/50, with Santa Cruz County paying 50%, and the Grant paying 50**%. Each funding authority will pay a total $12,350.00 each.**

A detailed description of the work for this new position is attached.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Diane L. Culin
Superior Court Administrator
Arizona Superior Court of Santa Cruz County

cc: Honorable Thomas Fink, Superior Court Presiding Judge
Juan Pablo Guzman, Clerk of the Superior Court
Rudy Molera, Chairman of the Board for Santa Cruz County
Ivette Gastelum, Court Administration Finance

FIELD TRAINER GRANT APPLICATION FY2016

A. APPLICANT INFORMATION

1. **COURT NAME:** Santa Cruz County Superior Court		
2. **CONTACT PERSON:** Diane Culin	3. **TITLE:** Court Administrator	
4. **ADDRESS (STREET, CITY, STATE, ZIP):** 2160 N. Congress Drive, Ste. 2300, Nogales, AZ 85621		
5. **PHONE:** (520) 375-7740	6. **FAX:** (520) 375-8203	7. **E-MAIL ADDRESS:** dculin@courts.az.gov
8. **HIRING DATE:** February 16th 2016	9. **FUNDING PERIOD:** July 1, 2015 to June 30, 2016	

B. BUDGET INFORMATION

EXPENDITURE DETAIL	ACTUAL COST	REQUESTED NEW FUNDING	PREVIOUS REVERTED MONIES
9. SALARY	$ 16,500.00	$ 8,250.00	$
10. ERE	$ 8,200.00	$ 4,100.00	$
11. OTHER*	$ -0-	$ -0-	$
12. TOTAL	$ 24,700.00	$ 12,350.00	$ N/A

13. *DETAIL OTHER:

C. FUNDING SOURCE

COMMITTED FUNDING	FUNDING SOURCE	LOCAL BALANCE	NAME OF COURT
$ 12,350.00	County General Fund	$ 56,349.00	Santa Cruz County Superior Court
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
TOTAL$ 12,350.00		**TOTAL$** 56,349.00	

PLEASE NOTE: FUNDING IS CONTINGENT UPON THE AVAILABILITY OF STATE FUNDS AND THE CONTINUED ANNUAL APPROVAL OF FUNDING FOR THE FIELD TRAINER PROGRAM BY THE COT.

D. SIGNATURE APPROVAL

I certify that this request for funding has been discussed with administrative staff and judicial officers in the county. Funding awarded will be used for salary and ERE of the field trainer who will provide AZTEC case management training and support to the local superior, justice and municipal courts.

PRESIDING JUDGE SUPERIOR COURT	DATE 1/11/16	DESIGNATED FIELD TRAINER SUPERVISOR	DATE 1/11/16
Hon. Thomas Fink PLEASE PRINT NAME		Diane Culin PLEASE PRINT NAME	
CLERK OF THE SUPERIOR COURT (IF REQUIRED)	DATE 1/11/16	COUNTY BOARD OF SUPERVISORS (IF REQUIRED)	DATE
Juan Pablo Guzman PLEASE PRINT NAME		Rudy Molera PLEASE PRINT NAME	

E. SIGNATURE APPROVAL FROM PARTICIPATING COURTS

I certify that this request for funding is requested and has been reviewed. Funding awarded will be used towards the remaining budget of the field trainer who will provide AZTEC case management training and support to the local superior, justice and municipal courts.

PRESIDING JUDGE, JUSTICE OF THE PEACE, MAGISTRATE	DATE	PRESIDING JUDGE, JUSTICE OF THE PEACE, MAGISTRATE	DATE
PLEASE PRINT NAME		PLEASE PRINT NAME	
COURT		COURT	
PRESIDING JUDGE, JUSTICE OF THE PEACE, MAGISTRATE	DATE	PRESIDING JUDGE, JUSTICE OF THE PEACE, MAGISTRATE	DATE
PLEASE PRINT NAME		PLEASE PRINT NAME	
COURT		COURT	
PRESIDING JUDGE, JUSTICE OF THE PEACE, MAGISTRATE	DATE	PRESIDING JUDGE, JUSTICE OF THE PEACE, MAGISTRATE	DATE
PLEASE PRINT NAME		PLEASE PRINT NAME	
COURT		COURT	

REMIDER: REQUEST MUST BE SIGNED BY EACH PARTICIPATING PRESIDING MAGISTRATE, JUDGE OR JUSTICE OF THE PEACE, AND THE PRESIDING JUDGE OF THE SUPERIOR COURT.

NOTE: PLEASE COPY THE SIGNATURE PAGE FOR ADDITIONAL SPACES, IF NECESSARY, FOR SIGNATURES OF ALL PARTICIPANTS.

Field Trainer Grant Application

Arizona Superior Court of Santa Cruz County FY 15/16

The Superior Court in Santa Cruz County has been authorized to create a Field Trainer Position by the Santa Cruz County Board. In the new budget for FY 15/16, the Board of Supervisors agreed to provide the necessary funding to match or exceed funds from the Supreme Court of Arizona in order to create said position. The annual cost (salary and estimated ere) of this new position will be approximately: $59,845.00. This year, FY 2015/16, the position will not be filled until mid-February, so the cost ($24,700) can be split 50-50. Below is the description of the duties of this new position as it relates to the Field Trainer role.

The Field Trainer/Court Services Technology and Data Base Administrator will provide services to all Courts in Santa Cruz County, which include Superior Court, Justice Court #1, Justice Court #2, Nogales Municipal and Patagonia Municipal Courts by performing the following responsibilities:

Ensure training of staff specific to the AOC Field Trainer demands, as well as training regarding database management, quality control, and to the use of existing and new electronic systems, their operation and security. This position may also serve as Chair of the Court Education Team in which the field trainer will leading trainings, motivating and organizing the training team members, and insuring that relevant training is available court-wide;

Perform database and technology training and support to courts and court staff county-wide for all issues related to the case management system (AJACS and AZTEC), EDMS System (OnBase), and the State's e-court technology, (e-access, e-filing, and e-bench) and other related systems planned for implementation at the Superior Court and the Limited Jurisdiction Courts in Santa Cruz County.

Train Court staff and perform testing of any new system to be deployed to Santa Cruz County Courts such as AJACS, AJACS Upgrades, OnBase, etc.;

Train Court staff on the impact of changes made to the event codes and functionality to other sections of the system;

Troubleshoot system problems and recommend corrective action to court departments and to AOC;

Oversee and coordinate the quality control conducted by the Caseflow manager, the Clerk of Superior Court, Judicial Assistants and Limited Jurisdiction Staff;

Manage and coordinate all communications between the Supreme Court and Santa Cruz County Courts regarding the training and implementation of automation systems and proposed changes;

Develop, run and train staff on how to process system reports with SSRS and AJACS report functionality and coordinate results with the Superior Court Caseflow Manager and Court Staff;

Assist all managers with quality assurance;

Create and maintain all AJACS forms such as Minute Entries, Sentencing/Disposition Judgments, Marriage Licenses, etc. and train staff on the same.

Insure that the AOC, AJACS and AZTEC systems communications are regularly and thoroughly reported and documented for Santa Cruz courts and are reported to the CMS Task Force Team;

Partner with the Network Administrator to plan and direct the preparation and implementation of new court electronic systems (e-filing, e-access, e-bench etc.) in the Santa Cruz County Courts;

Plan, advise and prepare Limited Jurisdiction Judges and staff on the upcoming implementation of the AJACS case management system to the Limited Jurisdiction Courts, and other electronic projects; such as, Electronic Record's Retention.

Partner with Santa Cruz County Court Leaders on strategies for managing quality control and report development.

As identified above, the funds from the Field Trainer Grant will enable the Santa Cruz County Courts to continue striving to be at the forefront of training our staff in court practices and procedures as well as the technology projects that are implemented in Santa Cruz County Courts.

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Santa Cruz County Superior Court FY2016

	AZTEC Field Trainer		County - 50%		AOC Grant - 50%
Salary	$ 16,500.00	$	8,250.00	$	8,250.00
EREs	$ 8,200.00	$	4,100.00	$	4,100.00
	$ 24,700.00	**$**	**12,350.00**	**$**	**12,350.00**

The amount needed from the AOC for the AZTEC Field Trainer's salary and EREs is $12,350.00.

		58%	42%
AZTEC Field Trainer	**Annually**	**County - 50%**	**AOC Grant - 50%**
Salary	$ 40,164.00	$ 20,082.00	$ 20,082.00
EREs	$ 19,681.00	$ 14,763.00	$ 4,918.00
	$ 59,845.00	**$ 34,845.00**	**$ 25,000.00**

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EMERGENCY MANAGEMENT
SANTA CRUZ COUNTY

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

To: Board of Supervisors

From: Raymond Sayre, Director of Emergency Management

Through: Carlos Rivera, County Manager

Date: 1/12/2016 for 1/20/2016 BOS Agenda

Subject: Emergency Management Annual Contract for Complete EM

Background: The Office of Emergency Management is required to update the Santa Cruz County Emergency Operations Plan as a condition of continued EMPG funding. The plan must confirm to technical requirements adopted FEMA, the Arizona Division of Emergency Management and Military Affairs, and the National Emergency Management System. Our current Plan was written and adopted during July of 2002.

The Office of Emergency Management does not have the technical ability to update the plan, so outside contracting services are needed. Our office has obtained two written and one verbal quote from vendors with expertise in this area. Complete EM is offering a web-based tool for updating our plans which is compliant with current FEMA, AZDEMA, and NIMS standards, allows for updating of more than just this one plan and is the lowest quote at $9,950.00/ yr.

This contract has been sent to Legal for review and Ms. LaPlante has agreed that it may be an agenda item for the January 20th meeting.

Recommendation: The Director of Emergency Management for Santa Cruz County recommends that the Professional Services contract with Complete EM for Emergency Planning be approved.

Financial Implications: This is an eligible EMPG expense, so the State will match 50% thus diminishing the County share to $4750.00 yr. Emergency Management had already anticipated this expense and had built-in budget capacity under Contractual Services.

Proposed Motions: "I move that the Professional Services contract with Complete EM for Emergency Management Planning be approved.

Complete EM *Helping emergency managers survive and thrive*

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As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Use. You are responsible for all of your activity in connection with the Service. For purposes of the Terms of Use, the term "User Submission" includes, without limitation, any user-generated or transferred videos, audio files, comments, information, data, text, photographs and graphics made accessible by Company or its partners on or through the Service. By way of example, and not as a limitation, you shall not (and shall not permit any third party to either take any action or upload, download, post, submit or otherwise distribute or facilitate distribution of any User Submission on or through the Service, including without limitation any content, that:

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- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity, or that violates any law or contractual duty;
- you know is false, misleading, untruthful or inaccurate;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane;
- constitutes unsolicited or unauthorized advertising or promotional material or any junk mail, spam or chain letters;
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of Company or any third party; or
- impersonates any person or entity, including any employee or representative of Company.

Additionally, you shall not, directly or indirectly:

- take any action that imposes or may impose (as determined by Company in its sole discretion) an unreasonable or disproportionately large load on Company's (or its third party providers') Service infrastructure;
- interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service;
- bypass any measures Company may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service);
- run Mail list, Listserv, or any form of auto-responder or "spam" on the Service;
- use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site;
- decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction;
- modify, translate, or otherwise create derivative works of any part of the Service; or
- copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

Company reserves the right to remove or modify any User Submission, when Company believes in its sole discretion, without limitation, the user submission may violate the Terms of Use.

V. Registration

You may browse the Site and view selected content without registering, but as a condition to using certain aspects of the Service, you may be required to register with Company and select a "User ID" and password. When doing so, you shall provide Company with accurate, complete, and up-to-date registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your Company account. Additionally, you shall not:

- select or use the name, identity or User ID of another person with the intent to impersonate that person;
- use the User ID of another user without appropriate authorization; or
- create or use a User ID that is otherwise offensive, vulgar or obscene.

You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Service password. You shall never use another user's account without such other user's express permission. You will immediately notify Company in writing of any unauthorized use of your account, or other account-related security breach of which you are aware.

VI. Third Party Sites

The Service may provide or permit you to link to other websites or resources on the Internet. Other websites or resources may contain links to the Site. When you access third party websites, you do so at your own risk. These other websites are not under Company's control, and you acknowledge that Company is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Company or any association with its operators. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such link or the content, goods or services available on or through any such linked website or resource.

VII. Security

We have implemented commercially reasonable technical and organizational measures designed to secure your personal and organization information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. Therefore, you acknowledge providing your personal and organization information at your own risk.

VIII. Content and License

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If you believe your work has been copied in a way that constitutes copyright infringement, please provide Company with a written notification containing at least the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material you claim is infringing is located on the Site, sufficient for Company to locate the material;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized person to act on the copyright owner's behalf.

You acknowledge that if you fail to comply with all of the aforementioned notice requirements, your notification may not be valid and that Company may ignore such incomplete or inaccurate notices without liability of any kind.

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Company and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Company's rights and obligations under the DMCA, including 17 U.S.C. 512(c), but do not constitute legal advice. You should consult an attorney regarding your rights and obligations under the DMCA and other applicable laws.

Our designated copyright agent for notice of alleged copyright infringement is:

Complete EM®, LLC
7862 Winding Way, #2913
Fair Oaks, CA 95628
Email: front_desk@CompleteEM.com

X. Intellectual Property Rights

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- acknowledge you may be publishing Public User Submissions and that by doing so, you may be identified publicly by your User ID in association with any such Public User Submission;
- do and shall grant Company a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to reproduce and distribute your Public User Submission in connection with the Site, the Service and Company's (and its successors and assigns') business;
- do and shall grant Company a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to maintain your Private User Submission in connection with the Site, the Service and Company's (and its successors and assigns') business;
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- represent the use of such Public and Private User Submissions by Company and by other users of the Site and Service as contemplated by this Agreement will not infringe or violate the rights of any third party, including without limitation any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights;
- do and shall grant each user of the Site and/or the Service a non-exclusive license to access your Public User Submissions solely for non-commercial use; and
- understand that Company shall have the right to edit, modify, reformat, excerpt, or translate any materials, content or information submitted by you in order to provide the Service; and
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You also agree to represent, warrant and demonstrate upon request to the satisfaction of Company that you:

- own or otherwise control all rights to your User Submissions or that the content is in the public domain; and
- you are authorized to grant all of the aforementioned rights to the User Submissions to Company and all users of the Service;

For clarity, the foregoing license grant to Company does not affect your other ownership or license rights in your User Submission, including the right to grant additional licenses to the material in your User Submission, unless otherwise agreed in writing.

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Company may terminate your access to all or any part of the Service at any time for violation of these Terms of Use or if Company reasonably determines your continued use may cause harm to Company, Site, Service or other users. Such termination may be effective immediately and could result in loss or destruction of information associated with your subscription. If you wish to terminate your account, you may do so by following the instructions on the Site. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

XII. Warranty

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EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE OFFERED BY A THIRD PARTY OR ANY HYPERLINKED WEBSITE OR SERVICE AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

XIII. Indemnification

You agree to defend, indemnify and hold harmless COMPANY and its employees, contractors, officers, directors, subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

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- your violation of any term of this Agreement, including without limitation, your breach of any of the representations and warranties above;
- your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights;
- your violation of any law, rule or regulation of the United States or any other country; or

- any claim or damages that arise as a result of any User Submission submitted via your account.

If a subscriber is the U.S. Government, this indemnification clause shall not provide Company with indemnification beyond the amount of money that Congress has appropriated for such a contract.

XIV. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL OR OTHER INTANGIBLE LOSSES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE.

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THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

XV. International

Accessing the Service is prohibited from territories where Service may be illegal.

XVI. Electronic Delivery/Notice Policy and Your Consent

By using Services, you consent to receive from Company all communications including notices, agreements, legally required disclosures or other information in connection with Services (collectively, "Contract Notices") electronically. Company may provide such electronic Contract Notices by posting them on the Site. If you desire to withdraw your consent to receive Contract Notices electronically, you must discontinue your use of Services.

XVII. Governing Law

These Terms of Service (and any further rules, policies or guidelines incorporated by reference herein) shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law, and without application of the Uniform Computer Information Transaction Act or the United Nations Convention of Controls for International Sale of Goods. You agree that Company and Service is deemed a passive website that does not give rise to personal jurisdiction over Company and its employees, officers, directors, contractors or its respective parents, subsidiaries, affiliates, successors, assigns, agents, or shareholders, either specific or general, in any jurisdiction other than the State of California. You agree that any action at law or in equity arising out of or relating to these terms, or your use or non-use of the Services, shall be filed only in the state or federal courts located in Sacramento County in the State of California and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

XVIII. Integration and Severability

The Terms of Use are the entire agreement between you and Company with respect to the Service and use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Company with respect to the Site. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect, and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

XIX. Miscellaneous

Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation, including but not limited to line-noise interference or unusually-restrictive computer and network firewalls operated by subscribers. The Terms of Use are personal to you, and are not assignable, transferable or sublicensable by you except with Company's prior written consent.

No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the other in any respect.

In any action or proceeding to enforce rights under the Terms of Use, the prevailing party will be entitled to recover costs and attorneys' fees.

Last updated March 30, 2015

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December 17, 2015

Mr. Ray Sayre, Director
Santa Cruz County Emergency Management
2150 N. Congress Drive, Suite 110
Nogales, AZ, 85621

Dear Mr. Sayre:

On behalf of our entire team here at Complete EM, I want to thank you for your continued interest in our emergency management program development tools.

Complete EM is a large, integrated, collection of web-based tools developed by emergency managers for emergency managers. It simplifies, organizes and automates the work of emergency managers, allowing them to accomplish more and achieve better outcomes. It is a proven, first-in-class solution that we know is quite unique.

Your Complete EM + Basic Plan Support subscription ($9,950.00 per year) will enable you to:

- Perform numerous program assessments (i.e. HIRA/HVA, Core Capability, THIRA, etc.)
- Define program priorities, strategy and annual work planning
- Manage projects, tasks, stakeholders, funding and schedules
- Develop essential documents (i.e. EOP, EOC SOP, COOP/COG, Recovery Plan)
- Use comprehensive situation, status and progress-reporting tools
- Access our extensive document library, wiki and help resources
- Use our alert, news, event, chat and message forums

As part of our commitment to your success, we look forward to helping you make full use of our program assessment and organization tools as soon as you're ready. If you need additional emergency management consulting/contract-worker support (e.g. to help you develop a specific policy or plan document) we provide those services for a fixed-price fee or for $100 per hour. Technical assistance with our product, should you need any, is always included in the price of your subscription.

We trust that Santa Cruz County can use our technology, approach and content to build and maintain a strong, efficient, and effective emergency management program. We look forward to working with you in 2016 and beyond.

Sincerely,

George Whitney
Principal

4224 Oak Knoll Drive | Carmichael, CA 95608 | 916.378.4001
www.complete-em.com

EMERGENCY MANAGEMENT
SANTA CRUZ COUNTY

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

To: Board of Supervisors

From: Raymond Sayre, Director of Emergency Management

Through: Carlos Rivera, County Manager

Date: 1/12/2016 for 1/20/2016 BOS Agenda

Subject: Approval of Pre-Disaster Mitigation - Multi-Jurisdictional Hazard Mitigation Plan Update Grant Award PDMC-PL-09-2015-007/ EMF-2016-PC-0003 (0)

Background: The Office of Emergency Management is required to update the Santa Cruz County Multi-Jurisdictional Hazard Mitigation Plan every five-years. During the fall of 2015 our office applied for FEMA grant funding to update the plan. On December 22, 2015 we were informed by The State of Arizona Department of Emergency Management and Military Affairs, that our proposal was accepted and awarded.

As this is a technical plan, the Office of Emergency Management does not have the in-house expertise to perform this re-write. For example: The rewrite of the plan shall confirm with all provisions of the current Code of Federal Regulations Title 44, Chapter 1, Subchapter D, Part 201.6 Local Mitigation Plans. This will require the contractor to (in part):

Create and coordinate a Planning process
Provide for public comment for the communities of Nogales, Patagonia, and Santa Cruz County
Provide an opportunity for neighboring communities, academia, private and non-profit interests to be involved in the planning process
Review and incorporate existing plans, studies, reports and technical information
Draft the plan to include documentation of the planning process, risk assessments, types of natural hazards, community vulnerability, mitigation strategies, plan maintenance, documentation, plan review, etc.

It is the intent of the Office of Emergency Management to write a technical RFP for services to perform the re-write. After the RFP is constructed, a legal notice will need to be published inviting qualified vendors to submit proposals, and finally an award made to a vendor. The first step in this process is approving the Award offer to Santa Cruz County

Back to Agenda

Recommendation: The Director of Emergency Management for Santa Cruz County recommends that Pre-Disaster Mitigation Award PDMC-PL-09-2015-007/ EMF-2016-PC-0003 (0) between Santa Cruz County OEM and the State of Arizona Department of Emergency and Military Affairs be approved.

Financial Implications: The federal share of this award is $22,800.00, the non-federal match for Santa Cruz County will be $7,600.00. Emergency Management had already anticipated this expense and had built-in budget capacity under Contractual Services.

Proposed Motions: "I move that the Pre-Disaster Mitigation Award PDMC-PL-09-2015-007/ EMF-2016-PC-0003 (0) between Santa Cruz County OEM and the State of Arizona Department of Emergency and Military Affairs be approved.

Department of Emergency and Military Affairs, Division of Emergency Management, State of Arizona

AGREEMENT FOR HAZARD MITIGATION ASSISTANCE PROGRAMS for Sub-recipients

v.4-8-15

AGREEMENT FOR HAZARD MITIGATION ASSISTANCE PROGRAMS
(Sub-recipients)

This Agreement between the Department of Emergency and Military Affairs, Division of Emergency Management, State of Arizona ("Division"), and **Santa Cruz Co OEM** ("Applicant") shall be effective on the date signed by both parties. This agreement shall apply to all Hazard Mitigation Assistance (HMA) funds provided by the State to the Applicant as a result of **PRE-DISASTER MITIGATION** grant program for **GRANT NUMBER PDMC-PL-09-AZ-2015-007** under **EMF# EMF-2016-PC-0003(0)**.

The designated representative of the Applicant certifies that:

1. He/She has legal authority, as outlined in the designation form, to apply for assistance on behalf of the Applicant.

2. The Applicant is an eligible entity ("eligible entity" is not defined in this regulation) as defined in 44 CFR Section 206.434(a) for Hazard Mitigation Grants Program (HMGP) and 44 CFR Section 79.6(a) for Flood Mitigation Assistance (FMA). For HMGP and the Pre-Disaster Mitigation (PDM) Program, see 44 CFR Section 206.2(a)(16) for a definition of local governments.

3. Any change to the Applicant's designated representative or their contact information must be provided to Division in writing.

4. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal HMA funds. The Division does manage or oversee the applicant's project(s).

5. The Applicant understands this is a reimbursement program and the Applicant must expend its own funds for the approved project prior to being reimbursed by the Division. Partial payments can be processed as work is completed and costs expended. Final payment will be made after work is completed and claimed costs have been audited.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of HMA funds in accordance with generally accepted accounting standards or as directed by the Division's Governor's Authorized Representative (GAR) or Alternate GAR to ensure compliance with audit requirement. (R8-2-316)

7. The Applicant shall, upon request of the GAR (or State Hazard Mitigation Officer), cooperate with Division personnel in performing interim and/or final inspections of the project site.

8. The Applicant shall comply with all applicable current codes and standards, including but not limited to fire, building and construction.

AGREEMENT FOR HAZARD MITIGATION ASSISTANCE PROGRAMS
(Sub-recipients)

9. The Applicant shall comply with all applicable provisions of State and Federal laws and regulations in regard to procurement of goods and services and to contracts including, but not limited to: A.A.C. Title 2, Ch.7.

10. The Applicant shall comply with all existing State and Federal laws, rules or requirements or those enacted during the duration of this Agreement, including those involving the environment (National Environmental Protection Act).

11. The Applicant shall comply with provisions of the Hatch Act limiting the political activities of public employees.

12. The Applicant must comply, as applicable, provisions of the Davis-Bacon Act relating to labor standards.

13. The Applicant shall comply with applicable flood insurance purchase requirements required by the Arizona Department of Water Resources Floodplain Management Program.

14. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work. A cost-reimbursement contract may be used only if a determination is made in writing that such contract is likely to be less costly to this state than any other type or that it is impracticable to obtain the materials, services or construction required except under such a contract. (ARS § 41-2544)

15. In accordance with the A.A.C. R2-7-C907, the Applicant shall not enter into any contract with any party that is debarred or suspended from participating in State or Federal assistance programs.

16. The Applicant, as outlined in 44 CFR Section 13.24 and 2 CFR Section 215.23., shall comply with cost-sharing requirements of State and Federal HMA; specifically, that Federal assistance is limited to the amount specified by the grant award amount. The Applicant is responsible for any and all remaining costs over the awarded amount. To meet cost-sharing requirements, the non-Federal contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

17. In accordance with the provisions of 31 U.S.C. § 1352, and implementing regulations at 44 CFR Part 18, the Applicant is responsible for providing the State agencies and subgrantees, contractors and subcontractors under this contract the requisite "Certification Regarding Lobbying" and "New Restriction on Lobbying" (44 C.F.R. Part 18 Appendix A) for each grant. The Applicant is responsible for filing these certification and disclosure forms with the State.

18. In accordance with the Drug Free Workplace Act of 1988 and implementing regulations, the Applicant will provide the State a "Certification Regarding Drug-Free Workplace Requirements".

AGREEMENT FOR HAZARD MITIGATION ASSISTANCE PROGRAMS
(Sub-recipients)

19. HMA Federal funds, or funds used to meet HMA cost-share requirements, may not be used as a cost share for other Federal funds, for lobbying, or intervention in Federal regulatory or adjudicatory proceedings. Other Federal funds may not be used as a cost share for HMA Federal funds, or funds used to meet HMA cost-share requirements.

20. In general, the non-Federal cost-share requirement may not be met with funds from other Federal agencies; however, authorizing statutes explicitly allow some Federal funds to be used as a cost share for other Federal grants. Federal funds that are used to meet a non-Federal cost-share requirement must meet the purpose and eligibility requirements of both the Federal source program and the HMA grant program.

21. Applicants must avoid conflicts of interest. Applicants must comply with the procurement guidelines at 44 CFR Section 13.36, which require Applicants to avoid situations in which local officials with oversight authority might benefit financially from the grant disbursement.

22. Applicants shall not use HMA funds as a substitute for other available program authorities. Available program authorities include other FEMA programs (e.g., Individual Assistance and Public Assistance) and programs under other Federal agencies, such as the U.S. Environmental Protection Agency, U.S. Army Corps of Engineers, and the Natural Resources Conservation Service. The State and/or FEMA may disallow or recoup amounts that duplicate other authorities.

23. Applicants shall not use HMA funds to duplicate funds received by or available to Applicants or sub-applicants from other sources for the same purpose. Examples of other sources include insurance claims, other assistance programs (including previous project or planning grants and from HMA programs), legal awards, or other benefits associated with properties or damage that are subject of litigation.

24. The Applicant shall use HMA funds solely for the purposes for which these funds are provided and as approved by the GAR.

25. The Applicant shall return to the State, within 60 days of such request by the GAR, any partial reimbursement not supported by audit or other Division review of documentation maintained by the Applicant.

26. The Applicant understands and will abide by completing all work within the designated grant's Period Of Performance (POP).

27. Applicant must submit requests for time extensions in writing 90 days prior to work completion deadline date. Requests must demonstrate extenuating circumstances or unusual project requirements supporting the request and include a projected completion date and revised project completion timeline. Extensions may be granted, modified, or denied by either the State or FEMA.

AGREEMENT FOR HAZARD MITIGATION ASSISTANCE PROGRAMS
(Sub-recipients)

28. The Applicant must conform to 44 CFR Parts 9 and 10, and with all applicable EHP laws, implementing regulations, and EOs, such as the NEPA, the National Historic Preservation Act (NHPA), the Endangered Species Act (ESA), EO 11988 (Floodplain Management), EO 11990 (Protection of Wetlands), and EO 12898 (Environmental Justice).

29. Applicants for FMA grants must currently be participating in the NFIP, and not withdrawn or suspended, to be eligible to apply for grant funds. Properties for FMA funding must be NFIP insured at the time of the application submittal. Flood insurance must be maintained for the life of the structure.

30. Mitigation activities must adhere to all relevant statutes, regulations, and requirements, including:
    a. Sections 203 (PDM Program) and 404 (HMGP) of the Stafford Act;
    b. Section 1366 (FMA) of the NFIA;
    c. Section 322 of the Stafford Act (Mitigation Planning);
    d. Section 324 of the Stafford Act (Management Costs);
    e. NHPA;
    f. NEPA;
    g. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
    h. Floodplain Management and Protection of Wetlands (44 CFR Part 9);
    i. Environmental Considerations (44 CFR Part 10, NEPA, and ESA);
    j. Coastal Barriers Resources Act (CBRA; 44 CFR Part 206, Subpart J);
    k. Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (44 CFR Part 13);
    l. Uniform Administrative Requirements for Grants and Agreements with Institutions of
    m. Higher Education, Hospitals, and other Non-Profit Organizations (2 CFR Part 215);
    n. Floodplain Management (44 CFR Part 60);
    o. Flood Mitigation Grants (44 CFR Part 79);
    p. Property Acquisition and Relocation for Open Space (44 CFR Part 80);
    q. Hazard Mitigation Planning (44 CFR Part 201);
    r. Hazard Mitigation Grant Program (44 CFR Part 206, Subpart N);
    s. Management Costs (44 CFR Part 207);
    t. Cost Principles for Educational Institutions (2 CFR Part 220, OMB Circular A-21); Cost Principles for State, Local, and Indian Tribal Governments (2 CFR Part 225, OMB Circular A-87); Cost Principles for Nonprofit Organizations (2 CFR Part 230, OMB Circular A-122);
    u. OMB Circular A-94, Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs;
    v. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations;
    w. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations; and
    x. Other applicable Federal, State, Indian Tribal, and local laws, implementing regulations, and EOs (e.g., EO 11988, EO 11990).

AGREEMENT FOR HAZARD MITIGATION ASSISTANCE PROGRAMS
(Sub-recipients)

31. None of the provisions of the Agreement may be waived, changed or altered except in writing signed by both parties.

32. Pursuant to A.R.S. § 41-2586, the Division is not authorized to indemnify Contractor.

33. Every payment obligation of the Division under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Division or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the Division or any other agency of the State of Arizona in the event this provision is exercised, and neither the Division nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

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

35. The requirements of A.R.S. § 38-511 apply to this Agreement. The Division, may 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 the Division is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Contractor with respect to the subject matter of this Agreement.

36. Contractor shall comply with Arizona Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

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

38. This Agreement shall be construed in accordance with the laws of the State of Arizona and applicable federal program laws, Executive Orders, regulations, OMB Circulars, and FEMA policies and guidance, including, but not limited to: 44 CFR Parts 13 and 206, and the Robert T. Stafford Disaster Relief & Emergency Assistance Act (42 U.S.C. § 5189).

AGREEMENT FOR HAZARD MITIGATION ASSISTANCE PROGRAMS
(Sub-recipients)

39. 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.

40. Applicant shall submit quarterly performance and financial status reports following the initial grant award even if no work has been initiated nor cost incurred. The Applicant shall submit quarterly performance and financial status reports thereafter until the grant ends. Reports are due on: April 15, July 15, October 15, and January 15. Applicant shall further provide quarterly and closeout information as may be required by FEMA.

41. Applicant shall submit a final performance and financial status report, a request to close the program, and any other required forms and certifications within 90 days of completion of grant activities.

42. Monitoring - After the subgrant is awarded, the State and Applicant are required to monitor and evaluate the progress of the mitigation activity in accordance with the: Approved original scope of work (SOW) and budget; Administrative requirements of 44 CFR Part 13; and Any applicable State requirements.

43. The Applicant can be reimbursed upon review of the requested amount and supporting documentation, also, a site visit will be conducted. If all appropriate documentation is in order, the Applicant will be reimbursed up to 65% of eligible costs. If there are questions or concerns, the State will work with the Applicant to ensure everything is in order before the reimbursement is made. The final Federal 10% of the subgrant will be paid upon final inspection and audit to ensure the project is in compliance with grant requirements.

44. Closeout - Upon project completion, the Applicant is required to close out the subgrant or grant in accordance 44 CFR Section 13.50 (Closeout). The project file should document that the: Approved SOW was fully implemented; All obligated funds were liquidated and in a manner consistent with the approved SOW; All environmental compliance measures or mitigations were implemented; The project was implemented in a manner consistent with the grant or subgrant agreement; submitted the required quarterly financial and performance reports; and The grant and subgrant were closed out in accordance with the provisions outlined in Part VII, C and D.

AGREEMENT FOR HAZARD MITIGATION ASSISTANCE PROGRAMS
(Sub-recipients)

Designee/Applicant Agent:

_____

Typed Name Title

_____ _____

Signature Date

Division:

_____

Typed Name

Governor's Authorized Representative

Title

_____ _____

Signature Date

ARIZONA DIVISION OF EMERGENCY MANAGEMENT
DESIGNATION OF APPLICANT'S AGENT FORM

The intent of this **DESIGNATION** is to appoint an **APPLICANT'S AGENT** for the following term:

☐ For PCA No. _____ only ☑ For the period of 5/29/[illegible] to 10/3[illegible] ☐ Until further notice

☐ Until further notice for HAZMAT incident ☐ For HMA Year/DR# _____ only.

Applicant Name: Santa Cruz County Office of Emergency Management

CERTIFICATION

I, Carlos Rivera (Authorizing Official's Name), duly appointed and County Manager (Title) of

Santa Cruz County, Arizona (Applicant Name), do hereby certify that the information below is true

and correct, based on a resolution passed and approved by the Santa Cruz County Board of Supervisors (Governing Body)

of Santa Cruz County, Arizona (Applicant Name) on the _____ (day) day of _____ (month), _____ (year).

Raymond O. Sayre (Name of Designated Applicant Agent) has been designated as the Applicant Agent

to act on behalf of Santa Cruz County, Arizona (Applicant Name).

_____ (Authorizing Official's Signature) County Manager (Title) _____ (Date)

Designated Applicant's Agent

Name Raymond O. Sayre

Title/Official Position Director of Emergency Management

Mailing Address 2150 N. Congress Drive, Suite #110

City, State, Zip Nogales, AZ 85621

Daytime Telephone Number 520-375-8000 Fax 520-375-8001
(Please include area code and extension if not a direct number)

E-mail Address Rsayre@santacruzcountyaz.gov Pager/Cell 520-604-1786

For ADEM Use Only

Received By: _____ (Initials & Date) July 2000 Form # AZ PA 204-4

Back to Agenda

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

AZ DLLC
NOV 25 2015

Application for Liquor License
Type or Print with Black Ink

SECTION 1 This application is for a:
- ☐ Interim Permit (Complete Section 5)
- ☑ New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
- ☐ Person Transfer (Complete Section 2, 3, 4, 12, 13, 14,16)
- ☐ Location Transfer (Bars and Liquor Stores Only) (Complete Section 2, 3, 4, 11, 13, 14, 16)
- ☐ Probate/ Will Assignment/ Divorce Decree (Complete Sections 2, 3, 4, 9, 13, 14, 16) (Fee not required)
- ☐ Government (Complete Sections 2, 3, 4, 10, 13, 16)
- ☐ Seasonal

SECTION 2 Type of Ownership:
- ☐ J.T.W.R.O.S. (Complete Section 6)
- ☐ Individual (Complete Section 6)
- ☐ Partnership (Complete Section 6)
- ☐ Corporation (Complete Section 7)
- ☑ Limited Liability Co (Complete Section 7)
- ☐ Club (Complete Section 8)
- ☐ Government (Complete Section 10)
- ☐ Trust (Complete Section 6)
- ☐ Tribe (Complete Section 6)
- ☐ Other (Explain) _____

SECTION 3 Type of license LICENSE # 03123003

1. Type of License: 03

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of $25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Nordin (Last) Melanie (First) Jean (Middle)
2. Owner Name: The Pack Attack, LLC. (Ownership name for type of ownership checked on section 2)
3. Business Name: Copper Hop Ranch (Exactly as it appears on the exterior of premises)
4. Business Location Address: 5 Fairview Lane (Street) Elgin (City) Arizona (State) 85611 (Zip Code) Santa Cruz (County) (Do not use PO Box)
5. Mailing Address: 5 Fairview Lane (Street) Elgin (City) Arizona (State) 85611 (Zip Code) (All correspondence will be mailed to this address)
6. Business Phone: (520) 455-4673 Daytime Contact Phone: (520) 455-4673
7. Email Address: MJNordin@Yahoo.com
8. Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☑ No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☑ No
   If Yes, what City, Town or Tribal Reservation is this Business located in: N/A
10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) $ N/A

Department Use Only

Fees: 100.00 (Application) ____ (Interim Permit) ____ (Site Inspection) 44.00 (Finger Prints) $144.00 (Total of All Fees)

Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? ☐ Yes ☐ No

Accepted by: AC Date: 11/25/15 License # 03123003

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

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

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

APPLICATION FOR SPECIAL EVENT LICENSE

Fee= $25.00 per day for 1-10 days (consecutive)
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

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

SECTION 1 Name of Organization: Boys + Girls Club of Santa Cruz County, Inc

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-0671818

SECTION 3 The organization is a: (check one box only)
☒ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

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

Name of Business	License Number	Phone (include Area Code)

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

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

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

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

SECTION 7 Location of the Event: Agua Linda Farm

Address of Location: 2643 E. Frontage Rd. Amado Santa Cruz AZ 85645
Street City COUNTY State Zip

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

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

1. Applicant: Barden (Last) Vicki (First) Lee (Middle) 12/24/1957 (Date of Birth)
2. Applicant's mailing address: 590 N. Tyler Ave. (Street) Nogales (City) AZ (State) 85621 (Zip)
3. Applicant's home/cell phone: (520) 313-3700 Applicant's business phone: (520) 287-3733
4. Applicant's email address: Vbarden@mchsi.com

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

FAIR/FESTIVAL LICENSE APPLICATION
A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery
A.R.S. §4-203.02 At Special Event

A service fee of $25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

SECTION 1 Application type:

☐ Wine Fair ☒ Wine Festival ☐ Craft Distillery Fair ☐ Craft Distillery Festival

1. Applicant's Name: John McLoughlin, Daytime Phone #: 480 988-5206
2. Business name: Cellar 433, Liquor license #: 13133017 (farm winery or craft distillery)

Email: info@cellar433.com

3. Mailing address: 7235 E. Hampton Ave #110 (street address) Mesa (city) Az (state) 85209 (zip code)
4. Location of fair/festival: 1 Tubac Rd. (street address) Tubac (city) Santa Cruz (county) 85646 (zip code)

SECTION 2 Fees, Date & Hours: $15 per day
Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.
Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	DATE	DAY OF WEEK	START TIME AM/PM	END TIME AM/PM
1.	2-10-16	Wed.	10 AM	5 PM
2.	2-11-16	Thurs.	10 AM	5 PM
3.	2-12-16	FRI	10 AM	5 PM
4.	2-13-16	Sat.	10 AM	5 PM
5.	2-14-16	Sun.	10 AM	5 PM
6.				
7.				

Please attach an additional sheet if necessary

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

Date Printed: 1/4/2016 3:17
Prepared By: SERGIO

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
Resolution No: 34370
Date Created: 1/4/2016 3:17 PM

Reason For Change:

As per mapping department, property has been split into four parcels. Land size and ownership has been corrected. Property is fencing off cattle and does not meet requirements for Agricultural Classification for 2016 Tax Year.

AS BILLED PARCEL ID: AREA CODE
ACCOUNT NUMBER: R010018788
PUC

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
Total	0		0	0

Full Cash	Valuation	%	Exempt	Net Assessed
Total	0		0	0

CHANGE TO PARCEL ID: 11237093D AREA CODE 2800
ACCOUNT NUMBER: R010018788
PUC 4710-RANCH PROPERTY

Special Districts: UNITS

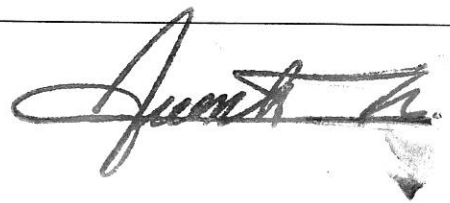
Limited Property	Valuation	%	Exempt	Net Assessed
02RLA	249	16.00	0	40
Total	249		0	40

Full Cash	Valuation	%	Exempt	Net Assessed
02RLA	249	16.00	0	40
Total	249		0	40

Description As Billed

Description Change To
SUB SONOITA CREEK RANCH UNIT NO.3 SE PORTION OF LOT 92

VEGARA JOSE
168 AVENIDA LIRIO
RIO RICO, AZ 85648



Date Printed: 1/4/2016 3:15
Prepared By: SERGIO

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
Resolution No: 34369
Date Created: 1/4/2016 3:15 PM

Reason For Change:

As per mapping department, property has been split into four parcels. Land size and ownership has been corrected. Property is fencing off cattle and does not meet requirements for Agricultural Classification for 2016 Tax Year.

AS BILLED PARCEL ID: AREA CODE
ACCOUNT NUMBER: R010018787
PUC

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
Total	0		0	0

Full Cash	Valuation	%	Exempt	Net Assessed
Total	0		0	0

CHANGE TO PARCEL ID: 11237093C AREA CODE 2800
ACCOUNT NUMBER: R010018787
PUC 4710-RANCH PROPERTY

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
02RLA	249	16.00	0	40
Total	249		0	40

Full Cash	Valuation	%	Exempt	Net Assessed
02RLA	249	16.00	0	40
Total	249		0	40

Description As Billed

Description Change To
SUB SONOITA CREEK RANCH UNIT NO.3 SW PORTION OF LOT 92

MEJIA AMADA SILVA
163 COLIMA COURT
RIO RICO , AZ 85648

Date Printed: 1/4/2016 3:14
Prepared By: SERGIO

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
Resolution No: 34368
Date Created: 1/4/2016 3:14 PM

Reason For Change:

As per mapping department, property has been split into four parcels. Land size and ownership has been corrected. Property is fencing off cattle and does not meet requirements for Agricultural Classification for 2016 Tax Year.

AS BILLED PARCEL ID: AREA CODE
ACCOUNT NUMBER: R010018786
PUC

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
Total	0		0	0

Full Cash	Valuation	%	Exempt	Net Assessed
Total	0		0	0

CHANGE TO PARCEL ID: 11237093B AREA CODE 2800
ACCOUNT NUMBER: R010018786
PUC 4710-RANCH PROPERTY

Special Districts: UNITS

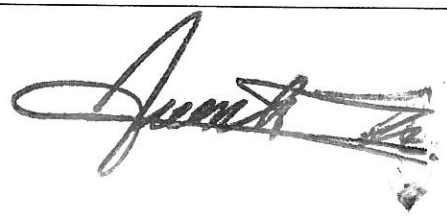
Limited Property	Valuation	%	Exempt	Net Assessed
02RLA	249	16.00	0	40
Total	249		0	40

Full Cash	Valuation	%	Exempt	Net Assessed
02RLA	249	16.00	0	40
Total	249		0	40

Description As Billed

Description Change To
SUB SONOITA CREEK RANCH UNIT NO.3 NE PORTION OF LOT 92

SILVA VICENTE
SILVA GUADALUPE
627 E FRONTAGE RD
RIO RICO , AZ 85648



Date Printed: 1/4/2016 3:07
Prepared By: SERGIO

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
Resolution No: 34367
Date Created: 1/4/2016 3:07 PM

Reason For Change:

As per mapping department, property has been split into four parcels. Land size and ownership has been corrected. Property is fencing off cattle and does not meet requirements for Agricultural Classification for 2016 Tax Year.

AS BILLED PARCEL ID: AREA CODE
ACCOUNT NUMBER: R010018785
PUC

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
Total	0		0	0

Full Cash	Valuation	%	Exempt	Net Assessed
Total	0		0	0

CHANGE TO PARCEL ID: 11237093A AREA CODE 2800
ACCOUNT NUMBER: R010018785
PUC 4710-RANCH PROPERTY

Special Districts: UNITS

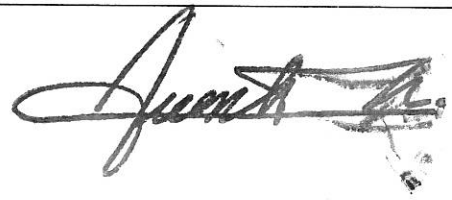
Limited Property	Valuation	%	Exempt	Net Assessed
02RLA	249	16.00	0	40
Total	249		0	40

Full Cash	Valuation	%	Exempt	Net Assessed
02RLA	249	16.00	0	40
Total	249		0	40

Description As Billed

Description Change To
SUB SONOITA CREEK RANCH UNIT NO.3 NW PORTION OF LOT 92

DOMINGUEZ GEORGE & MARIA ELENA
203 ALFALFA COURT
RIO RICO , AZ 85648



Date Printed: 1/4/2016 3:24
Prepared By: SERGIO

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2014
Resolution No: 34373
Date Created: 1/4/2016 3:24 PM

Reason For Change:

As per mapping department, New parcel has been created at 16.64 Acres and ownership correction has been applied.

AS BILLED PARCEL ID:
ACCOUNT NUMBER: R010018794
PUC
AREA CODE

Special Districts:			UNITS	
Limited Property	**Valuation**	**%**	**Exempt**	**Net Assessed**
Total	0		0	0

Full Cash	**Valuation**	**%**	**Exempt**	**Net Assessed**
Total	0		0	0

CHANGE TO PARCEL ID: 10966042
ACCOUNT NUMBER: R010018794
PUC: 0014-VL-RES-RURAL-NONSUBDVD
AREA CODE 2501

Special Districts:			UNITS	
Limited Property	**Valuation**	**%**	**Exempt**	**Net Assessed**
02RL	77,628	16.00	0	12,421
Total	77,628		0	12,421

Full Cash	**Valuation**	**%**	**Exempt**	**Net Assessed**
02RL	78,208	16.00	0	12,513
Total	78,208		0	12,513

Description As Billed

Description Change To
A PORTION OF LAND IN THE E2 W2 SW4 OF SEC 29 T20S R18E

AGRO-SBROCCO LLC
AN ARIZONA LIMITED LIABILITY COMPANY
1810 J AND C BOULEVARD SUITE 9
NAPLES, FL 34109

Date Printed: 1/4/2016 3:25
Prepared By: SERGIO

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
Resolution No: 34374
Date Created: 1/4/2016 3:25 PM

Reason For Change:

As per mapping department, New parcel has been created at 16.64 Acres and ownership correction has been applied.

AS BILLED PARCEL ID: AREA CODE
ACCOUNT NUMBER: R010018794
PUC

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
Total	0		0	0

Full Cash	Valuation	%	Exempt	Net Assessed
Total	0		0	0

CHANGE TO PARCEL ID: 10966042 AREA CODE 2501
ACCOUNT NUMBER: R010018794
PUC 0014-VL-RES-RURAL-NONSUBDVD

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
02RL	78,208	16.00	0	12,513
Total	78,208		0	12,513

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	78,208	16.00	0	12,513
Total	78,208		0	12,513

Description As Billed

Description Change To
A PORTION OF LAND IN THE E2 W2 SW4 OF SEC 29 T20S R18E

AGRO-SBROCCO LLC
AN ARIZONA LIMITED LIABILITY COMPANY
1810 J AND C BOULEVARD SUITE 9
NAPLES, FL 34109

Date Printed: 1/4/2016 3:19
Prepared By: SERGIO

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
Resolution No: 34372
Date Created: 1/4/2016 3:19 PM

Reason For Change:

As per mapping department, property has been split into four parcels. Land size and ownership has been corrected.

AS BILLED PARCEL ID: 11237093 AREA CODE 2800
ACCOUNT NUMBER: R000013818
PUC 4710-RANCH PROPERTY

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
02RLA	994	16.00	0	159
Total	994		0	159

Full Cash	Valuation	%	Exempt	Net Assessed
02RLA	994	16.00	0	159
Total	994		0	159

CHANGE TO PARCEL ID: 11237093 AREA CODE 2800
ACCOUNT NUMBER: R000013818
PUC 4710-RANCH PROPERTY

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
Total	0		0	0

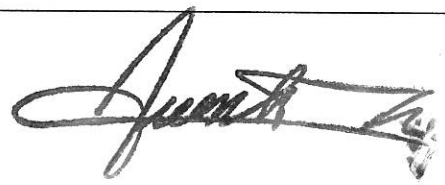
Full Cash	Valuation	%	Exempt	Net Assessed
Total	0		0	0

Description As Billed
SUB SONOITA CREEK RANCH UNIT NO.3 LOT 92

VEGARA JOSE
168 AVENIDA LIRIO
RIO RICO, AZ 85648

Description Change To
SUB SONOITA CREEK RANCH UNIT NO.3 LOT 92

VEGARA JOSE
168 AVENIDA LIRIO
RIO RICO, AZ 85648



Date Printed: 1/12/2016 9:49
Prepared By: SERGIO

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2014
Resolution No: 34380
Date Created: 1/12/2016 9:49 AM

Reason For Change:

AS PER MAPPING DEPARTMENT, PROPERTY LAND SIZE HAS BEEN CORRECTED TO 41.36 ACRES AND OWNERSHIP CORRECTION HAS BEEN APPLIED.

AS BILLED PARCEL ID: 10966034 AREA CODE 2501
ACCOUNT NUMBER: R000011208
PUC 0014-VL-RES-RURAL-NONSUBDVD

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	272,600	16.00	0	43,616
Total	272,600		0	43,616

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	272,600	16.00	0	43,616
Total	272,600		0	43,616

CHANGE TO PARCEL ID: 10966034 AREA CODE 2501
ACCOUNT NUMBER: R000011208
PUC 0014-VL-RES-RURAL-NONSUBDVD

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	194,392	16.00	0	31,103
Total	194,392		0	31,103

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	194,392	16.00	0	31,103
Total	194,392		0	31,103

Description As Billed

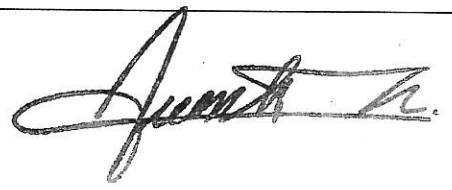
A PORTION OF LAND IN THE W2 W2 SW4 OF SEC 29 AND THE E2 E2 SE4 OF SEC 30 ALL IN T20S R18E AKA: PARCELS 1-4

SPC 0806-01 LLC
ARIZONA LIMITED LIABILITY CO
P O BOX 4518
SCOTTSDALE, AZ 85261-4518

Description Change To

A PORTION OF LAND IN THE W2 W2 SW4 OF SEC 29 AND PORTION IN THE E2 E2 SE4 OF SEC 30 ALL IN T20S R18E AKA: PARCELS 1-4

SPC 0806-01 LLC
AN ARIZONA LIMITED LIABILITY COMPANY
P.O. BOX 4518
SCOTTSDALE, AZ 85261



Date Printed: 1/12/2016 9:49
Prepared By: SERGIO

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
Resolution No: 34381
Date Created: 1/12/2016 9:49 AM

Reason For Change:

AS PER MAPPING DEPARTMENT, PROPERTY LAND SIZE HAS BEEN CORRECTED TO 41.36 ACRES AND OWNERSHIP CORRECTION HAS BEEN APPLIED.

AS BILLED PARCEL ID: 10966034 AREA CODE 2501
ACCOUNT NUMBER: R000011208
PUC 0014-VL-RES-RURAL-NONSUBDVD

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	272,600	16.00	0	43,616
Total	272,600		0	43,616

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	272,600	16.00	0	43,616
Total	272,600		0	43,616

CHANGE TO PARCEL ID: 10966034 AREA CODE 2501
ACCOUNT NUMBER: R000011208
PUC 0014-VL-RES-RURAL-NONSUBDVD

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	194,392	16.00	0	31,103
Total	194,392		0	31,103

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	194,392	16.00	0	31,103
Total	194,392		0	31,103

Description As Billed

A PORTION OF LAND IN THE W2 W2 SW4 OF SEC 29 AND THE E2 E2 SE4 OF SEC 30 ALL IN T20S R18E AKA: PARCELS 1-4

AGRO SBROCCO LLC
1810 J & C BOULEVARD SUITE9
NAPLES, FL 34109

Description Change To

A PORTION OF LAND IN THE W2 W2 SW4 OF SEC 29 AND PORTION IN THE E2 E2 SE4 OF SEC 30 ALL IN T20S R18E AKA: PARCELS 1-4

SPC 0806-01 LLC
AN ARIZONA LIMITED LIABILITY COMPANY
P.O. BOX 4518
SCOTTSDALE, AZ 85261