1. REGULAR MEETING AGENDA

   Documents: 04-20-16.PDF

2. DOCUMENTATION (15.8MB)

   Documents: 04-20-16.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 at 9:30 a.m.***, on ***WEDNESDAY, April 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 April, 2016.

***Melinda Meek, Clerk***
***Board of Supervisors***

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

# Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

JOHN MAYNARD
District 3

**A G E N D A**

**April 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)(3) and (4), discussion and consultation with attorney for legal advice and in order to consider its position and instruct County Manager and Counsel regarding Brakey v. Secretary of State, et. al. CV2016-002889 (Req: County Manager)
2. Pursuant to A.R.S. 38-431.03(A)(3) and (4), discussion and consultation with attorney for legal advice and in order to consider its position regarding authorizing County Manager to sign documents and direct Counsel regarding litigation excluding settlement decisions and expenditure of funds (Req: County Manager)

**ACTION TAKEN**

**G. ACTION ITEMS**

1. Discussion/possible action to approve 2016-2017 Secure Rural Schools and Communities Act (Forest Fees) distribution (Req: Alfredo I. Velasquez) _____
2. Discussion/possible action to approve Site Supplemental Agreement with GovNet for use of Rio Rico Landfill Tower site for use and installation of GovNet communication equipment (Req: Raul Mavis) _____
3. Discussion/possible action to approve Memorandum of Understanding with The American Red Cross (Req: Ray Sayre) _____
4. Discussion/possible action to approve Intergovernmental Agreements with the City of Nogales: (Req: County Manager)
   a. Animal Control _____
   b. Library Services _____
5. Discussion/possible action to approve Proclamations: (Req: Sheriff)
   a. Administrative Professional Week April 24-30, 2016 _____
   b. National Correctional Officer Week May 1-7, 2016 _____
   c. National Police Week May 15-21, 2016 _____

6. Discussion/possible action to approve CenturyLink 9-1-1 Agreement for new hardware and continuous software updates (Req: Sheriff) _____
7. Personnel, waive of hiring freeze and authorization to fill vacant Accounting Specialist position (Req: Sheriff) _____
8. Discussion/possible action to approve request to waive Temporary Food Establishment Special Event Permit Fees for the Santa Cruz County Fair and Rodeo Association: (Req: Supervisor Maynard)
   a. Sonoita Horse Races: May 7 & 8, 2016 _____
   b. Sonoita Quarter Horse Show and Craft Fair: June 9-12, 2016 _____
   c. Sonoita Labor Day Rodeo: September 2-5, 2016 _____
   d. Santa Cruz County Fair: September 16-18, 2016 _____
9. Discussion/possible action to authorize the Public Works Department to dispose of vehicles and equipment via auction (Req: Karl Moyers) _____
10. Discussion/possible action to approve Bond for Duplicate Warrant #4-636568 in the amount of $147.15 dated 2/5/15 payable to Harper Collins Publishers (Req: Clerk) _____
11. Discussion/possible action to instruct County Manager and Counsel regarding the Board of Supervisors position with regards to Brakey v. Secretary of State, et.al. CV2016-002889 (Req: County Manager) _____
12. Discussion/possible action to authorize County Manager to sign documents and direct Counsel regarding litigation excluding settlement decisions and expenditure of funds (Req: County Manager) _____
13. Monthly Reports _____
14. Demands _____
15. Approval of Minutes: 8/19/15 _____

## H. ADJOURNMENT

**Posted: 4/15/16 at 10:15 a.m. by MM**
*Melinda Meek*
Melinda Meek, Clerk of the Board

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

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# Board of Supervisors
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Dated this 15th day of April, 2016.

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# Board of Supervisors

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**AGENDA**

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**Santa Cruz County Complex**
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*April 20, 2016*

# CASH AND INVESTMENT REPORT

| NEW FUND NUMBER | OLD FUND NUMBER | FUND DESCRIPTION | NET CASH BALANCE | Due To/ Due From | INVESTMENT AMOUNT | OVERALL BALANCE |
|---|---|---|---|---|---|---|
| **100** | **100** | **GENERAL FUND** | **1,383,815** | | **8,522,566** | **9,906,381** |
| 225 | 101 | J.P. #1 TIME PAYMENT FEES | 37,325 | | | 37,325 |
| 245 | 102 | J.P. #2 TIME PAYMENT FEES | (5,475) | | | (5,475) |
| 262 | 103 | J.C.E.F. COURT FEES | 135,107 | | | 135,107 |
| 181 | 106 | EXPED. CHILD SUPPORT & VISITATION | 77,948 | | | 77,948 |
| 180 | 107 | CLERK SUPERIOR COURT RETRIEVAL | 76,506 | | | 76,506 |
| 182 | 108 | SPOUSAL MAINTENANCE FUND | 12,010 | | | 12,010 |
| 183 | 109 | CHILD SUPPORT AUTOMATION FUND | 1,853 | | | 1,853 |
| 125 | 110 | PROSECUTION HIDTA (PIMA) | (48,237) | | | (48,237) |
| 126 | 111 | ATTORNEY'S DIVERSION PROGRAM | (1,480) | | | (1,480) |
| 127 | 112 | VICTIM RIGHTS NOTIFICATION | 14,758 | | | 14,758 |
| 128 | 113 | BAD CHECK COLLECTION | (1,058) | | | (1,058) |
| 130 | 116 | COST OF PROSECUTION | (131) | | 199 | 68 |
| 184 | 118 | DOMESTIC REL. ED. MEDIATION FD | 9,132 | | | 9,132 |
| 258 | 119 | DOMESTIC REL. ED. CHILD ISSUES | 416 | | | 416 |
| 185 | 122 | NON IV-D CONVERSION FUND | 707 | | | 707 |
| 259 | 125 | FILL THE GAP (5%) | 66,807 | | | 66,807 |
| 111 | 128 | RETRIEVAL CONVERSION FUND | 84,878 | | 182,337 | 267,215 |
| 227 | 133 | CIRCLES OF PEACE | 9,677 | | | 9,677 |
| 203 | 134 | LEPC GRANT | 2,866 | | | 2,866 |
| 112 | 135 | TAXPAYERS' INFORMATION FUND | 54,299 | | | 54,299 |
| 204 | 137 | PRE-DISASTER MITIGATION | (9,950) | | | (9,950) |
| 205 | 139 | DOMSTC PREP HAZRD MAT TRAINING | 2 | | | 2 |
| 132 | 141 | FILL THE GAP (ATTORNEY) | 8,606 | | | 8,606 |
| 110 | 142 | ASSESSOR'S RETRIEVAL | 70,775 | | | 70,775 |
| 133 | 143 | 5% FTG ALLOC-C.A. 21.61% | 37,567 | | | 37,567 |
| 206 | 144 | EMERGENCY RESPONSE FUND | 38 | | | 38 |
| 228 | 148 | JUSTICE COURT #1 FARE FUND | 5,605 | | | 5,605 |
| 151 | 151 | FEDERAL PROGRAM INCOME-CA | (3,942) | | | (3,942) |
| 154 | 154 | ADHS OVERTIME 130435-01 | 0 | | | 0 |
| 615 | 155 | CASE MANAGEMENT FUND | 37,228 | | | 37,228 |
| 155 | 156 | SLOT GRANT- COUNTY ATTORNEY | (23,069) | | | (23,069) |
| 676 | 191 | SCHOOL FOREST FEES FUND | 420,050 | | | 420,050 |
| 677 | 192 | EARLY LEARN-LEARNING TOGETHER | 15,373 | | | 15,373 |
| 679 | 194 | READING FIRST-TECH ASSISTANT | 0 | | | 0 |
| 680 | 195 | CAROL M WHITE - PHYSICAL ED GRANT | 0 | | | 0 |
| 329 | 197 | COMMISSARY FUND | 78,237 | | | 78,237 |
| 117 | 198 | SANTA CRUZ FAIR ASSOCIATION | 0 | | | 0 |
| 257 | 203 | LAW LIBRARY FUND | 52,045 | | | 52,045 |
| 120 | 204 | OLD COURTHOUSE FUND | (3,568) | | | (3,568) |
| **105** | **205** | **ROAD FUND** | **1,173,353** | | **661,325** | **1,834,678** |
| 625 | 206 | WASTE TIRE GRANT (ADEQ) | 107,607 | | | 107,607 |
| 600 | 207 | ANIMAL CONTROL FUND | (151,540) | | | (151,540) |
| 601 | 208 | STERILIZATION ENFORCEMENT FUND | 39,630 | | | 39,630 |
| 106 | 209 | ADOT HOUSE BILL 2565 | 0.12 | | | 0.12 |
| 134 | 210 | ANTI-RACKETEERING #2 | (72,721) | | | (72,721) |
| 135 | 211 | A.C.J.C. PROSECUTION #20 | (7,934) | | | (7,934) |
| 136 | 212 | RESTITUTION--VICTIM COMP | 21,367 | | | 21,367 |
| 138 | 214 | ATTY'S VICTIMS COMP. FUND | (22,018) | | | (22,018) |
| 326 | 216 | HIDTA 16 | 0 | | | 0 |
| 327 | 217 | SHERIFF A.C.J.C. GRANT | (49,816) | | | (49,816) |
| 139 | 219 | ATTORNEY'S ENHANCEMENT FUND | (3,126) | | | (3,126) |
| 282 | 221 | JUVENILE PROBATION FEES | 106,967 | | 24,914 | 131,881 |
| 263 | 222 | FARE PROGRAM FUND | 467 | | | 467 |
| 280 | 223 | FAMILY COUNSELING GRANT | 10,870 | | | 10,870 |
| 308 | 224 | ADULT PROBATION FEES | 267,340 | | 96,440 | 363,780 |
| 140 | 225 | VICTIM ASSISTANCE GRANT | (2,325) | | | (2,325) |
| 277 | 226 | JCEF-STANDARD | 0 | | | 0 |
| 302 | 227 | JCEF-STATE AID ENHANCEMENT | 0 | | | 0 |
| 281 | 228 | JUVENILE DIVERSION FEES | 88,106 | | 3,759 | 91,865 |
| 311 | 229 | JCEF-ADULT INTENSIVE PROBATION | 0 | | | 0 |
| 275 | 230 | PIC-ACT GRANT | (9,137) | | | (9,137) |
| 300 | 231 | COMMUNITY PUNISHMENT PROGRAM | 30,136 | | | 30,136 |
| 274 | 232 | JCEF-JUVENILE INTENSIVE PROB. | 0 | | | 0 |
| 250 | 233 | CASA PROGRAM FUND | (6,952) | | | (6,952) |
| 273 | 234 | JUVENILE INTENSIVE PROBATION | (377) | | | (377) |

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|---|---|---|---|---|---|
| 310 | 235 | ADULT INTENSIVE PROBATION | (66,240) | | (66,240) |
| 276 | 236 | STANDARD PROBATION | 12,427 | | 12,427 |
| 301 | 237 | STATE AID ENHANCEMENT GRANT | (27,049) | | (27,049) |
| 304 | 238 | DRUG ENFORCEMENT GRANT | 0 | | 0 |
| 312 | 239 | PROBATION/PAROLE SERVICES | 5,378 | 48,046 | 53,424 |
| 330 | 240 | JAIL ENHANCEMENT GRANT | 308,381 | | 308,381 |
| 331 | 242 | GOHS GRANT (SHERIFF) | (1,305) | | (1,305) |
| 332 | 243 | VICTIM BILL OF RIGHTS | 832 | | 832 |
| 333 | 247 | CJEF BURGLARY PREVENTION | 0 | | 0 |
| 683 | 249 | JUVENILE EDUCATION FUND | 13,773 | | 13,773 |
| 370 | 250 | HEALTH SERVICE FUND | (30,982) | | (30,982) |
| 141 | 264 | F.B.I. SEIZURE GRANT | 0 | 975 | 975 |
| 255 | 267 | TRAFFIC CASE PROCESSING FUND | 12,538 | | 12,538 |
| 337 | 268 | DOJ BULLET PROOF VEST FUNDING | (6,788) | | (6,788) |
| 377 | 269 | BIO-TERRORISM GRANT | (61,377) | | (61,377) |
| 338 | 270 | AATA LAW ENFORCEMENT GRANT | 625 | | 625 |
| 685 | 272 | TITLE II-A | 12,387 | | 12,387 |
| 339 | 273 | DUI ENFORCEMENT GRANT | 17,000 | | 17,000 |
| 686 | 274 | TITLE II-D | 3,904 | | 3,904 |
| 142 | 276 | AZ AUTO THEFT AUTHORITY (ATTY) | 3,532 | | 3,532 |
| 143/342 | 277 | PROGRAM INCOME C.A. & METRO | 11,931 | | 11,931 |
| 689 | 280 | PART B IDEA BASIC | 17,360 | | 17,360 |
| 690 | 281 | CHEMICAL ABUSE | 0 | | 0 |
| 346 | 286 | ACJC/JAG UNDER 10K | 1,476 | | 1,476 |
| 344 | 287 | ANTI METH INITIATIVE | 64 | | 64 |
| 379 | 288 | T.B. GRANT | 0 | | 0 |
| 283 | 290 | JUV PROB SVC EXTRA FEES > $40 | 19,919 | | 19,919 |
| 307 | 291 | ADULT PROB FEES INTRST COMP 30% | 9,766 | | 9,766 |
| 309 | 292 | ADULT PROB SVC EXTRA FEES > $40 | 114,610 | | 114,610 |
| 691 | 299 | COUNTY JAIL EDUCATION | 72,135 | | 72,135 |
| 254 | 300 | COMMUNITY ADVISORY BOARD | 23 | | 23 |
| 306 | 301 | ADULT PROBATION DRUG TESTING | 21,170 | | 21,170 |
| 278 | 302 | DIVERSION CONSEQUENCES | 4,964 | | 4,964 |
| 279 | 303 | JUV PROB SVC FUND TREATMENT | (6,826) | | (6,826) |
| 303 | 304 | DRUG TREATMENT & EDUCATION FUND | 9,918 | | 9,918 |
| 254 | 305 | JUVENILE COMMUNITY ADVISORY BRD | - | | - |
| 305 | 306 | VICTIMS RIGHTS PROBATION | 13,884 | | 13,884 |
| 251 | 307 | MODEL COURT, CRT IMPROVEMENT | 4,672 | | 4,672 |
| 253 | 308 | CASE PROCESSING IV-D | 0 | | 0 |
| 252 | 309 | D.E.S. IV-D | (995) | | (995) |
| 256 | 312 | FTG-INDIGENT DEFENSE | 4 | 22 | 26 |
| 626 | 313 | SELF HHW/ABOP SITE | 6,149 | | 6,149 |
| 288 | 314 | COMMUNITY SERVICE | 387 | | 387 |
| 287 | 315 | JAIBG-JUV | 209 | | 209 |
| 290 | 319 | JUVENILE DETENTION ALTERNATIVE INITIATIVES | 0 | | 0 |
| 260 | 321 | 5% FTG ALLOC-SUP CRT 57.37% | 542,388 | | 542,388 |
| 261 | 322 | 5% FTG ALLOC-IND DEF 20.53% | 273,086 | | 273,086 |
| 313 | 323 | GLOBAL POSITIONING SYSTEM | (0.02) | | (0) |
| 800 | 332 | EPA WETLANDS PROTECTION DEV | 0 | | 0 |
| 209 | 335 | CITIZEN CORPS TRAIN #130405-01 | 0 | | 0 |
| **650** | **350** | **FLOOD CONTROL DISTRICT FUND** | **322,543** | **874,374** | **1,196,917** |
| 950 | 351 | FIRE DISTRICT SECONDARY FUND | 187 | | 187 |
| 352 | 352 | BORDER SECURITY ENHANCEMENT | 72 | | 72 |
| 651 | 353 | FLOOD CONTROL RESERVE FUND | 454,978 | 61,676 | 516,654 |
| 354 | 354 | ICE GRANT | (61,342) | | (61,342) |
| 355 | 355 | OPERATION STONE GARDEN #999435 | 143 | | 143 |
| 356 | 356 | SLOT GRANT | (2,336) | | (2,336) |
| 357 | 357 | TOHONO O'ODHAM (SO) | 9,379 | | 9,379 |
| 358 | 358 | OPERATION STONE GARDEN #130433-01 | (2,086) | | (2,086) |
| 359 | 359 | OPERATION STONE GARDEN #140425 | (39,684) | | (39,684) |
| 360 | 361 | OPERATION STONE GARDEN #150417 | (61,162) | | (61,162) |
| 725 | 365 | PROFESSIONAL DEVELOPMENT GRANT | (52) | | (52) |
| 746 | 377 | WIA RAPID RESPONSE | (0.54) | | (0.54) |
| 727/728 | 380 | WIA YOUTH PROGRAM | (17,479) | | (17,479) |
| 729 | 381 | WIA GENERAL | 6 | | 6 |
| 731 | 383 | LAND MANAGEMENT-WIA | 10,665 | | 10,665 |
| 732 | 384 | WIA/TANF SET A SIDE | (1,523) | | (1,523) |
| 733 | 385 | DEPT OF EDUC. RECREATION GRANT | 2,221 | | 2,221 |
| 747 | 387 | ADULT EDUCATION | (13,948) | | (13,948) |
| 739 | 393 | WIA ADULT | (9,578) | | (9,578) |
| 740 | 394 | WIA DISLOCATED WORKER | (17,244) | | (17,244) |
| 741 | 395 | WIA ADMINISTRATION | (1,842) | | (1,842) |
| 743 | 397 | WORK INCENTIVE GRANT | 0 | | 0 |

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| | | | | | |
|---|---|---|---|---|---|
| 400 | 408 | APRON RECONSTRUCTION | (17,033) | | (17,033) |
| 490 | 415 | CDBG PROJECTS | 59,567 | | 59,567 |
| 406 | 429 | FY 2014 CDBG REGIONAL ACCOUNT | 0 | | 0 |
| 407 | 430 | PHASE 1 - APRON DESIGN | (3,736) | | (3,736) |
| 451 | 431 | RIO RICO RD IMPROVEMENT-CDBG | (105,748) | | (105,748) |
| 412 | 441 | EVIRON ASSESSMENT-LAND ACQ | (313) | | (313) |
| 414 | 443 | AIRPORT MASTER PLAN UPDATE | 6,800 | | 6,800 |
| 453 | 453 | CDBG GORRION COURT | 2,099 | | 2,099 |
| 442 | 486 | JAIL DIST CONSTRUCTION/BOND PROCEEDS | 90,779 | 111,148 | 201,927 |
| 441 | 487 | CRTHSE CONSTRUCTION/BOND PROCEEDS | 2,336 | 51,107 | 53,443 |
| 121 | 488 | BUILDING DEBT SERVICE | 128,421 | 51,988 | 180,409 |
| **325** | **489** | **JAIL DISTRICT** | **1,094,304** | **211,446** | **1,305,750** |
| 502 | 502 | TOHONO O'ODHAM (LANDFILL) | 0.12 | | **0.12** |
| 500 | 540 | LANDFILL | (119,396) | | (119,396) |
| 501 | 541 | LANDFILL RESERVE FUND | 129,606 | 993,438 | 1,123,044 |
| 602 | 602 | OFFICER SAFETY EQUIPMENT-AC | 2,170 | | 2,170 |
| 704 | 659 | IDEA BASIC/SECURE CARE (Z-220) | 9,416 | | 9,416 |
| 701 | 663 | 1ST CENT COM. LEARNING (Z-300) | 481 | | 481 |
| 706 | 664 | TAYLOR GRAZING FEES (Z-395) | 3,719 | | 3,719 |
| 707 | 665 | STATE CHEMICAL ABUSE (Z-430) | 30 | | 30 |
| 951 | 667 | INDIRECT COSTS (Z-570) | 10,889 | | 10,889 |
| 699 | 676 | SPECIAL SVCS 15-365 (Z-931) | 331,057 | | 331,057 |
| 953 | 677 | SCC CONSORTIUM DUES (Z-834) | 2,254 | | 2,254 |
| 711 | 687 | IDEA BASIC ADULT SECURE CARE | 1,335 | | 1,335 |
| 712 | 688 | JUVENILE DETENTION LEARN | 4,626 | | 4,626 |
| 118 | 689 | HAVA BLOCK GRANT | 15,177 | | 15,177 |
| 713 | 713 | ESA PROFESSIONAL DEVELOPMENT PROJECT | 5,519 | | 5,519 |
| 716 | 716 | TEAM ANONYMOUS | 7,077 | | 7,077 |
| 717 | 717 | ADOLESCENT WELLNESS NETWORK | 4,913 | | 4,913 |
| 718 | 718 | DISTRICT #99-INSURANCE FUND | 10,175 | | 10,175 |
| 719 | 719 | YOUTH CAREER CONNECT GRANT | (30,799) | | (30,799) |
| 720 | 720 | HEALTHY STUDENTS | (49,286) | | (49,286) |
| 750 | 750 | ADULT EDUCATION - ELAA STATE | (21,050) | | (21,050) |
| 751 | 751 | ADULT EDUCATION - ELAA FEDERAL | (40,515) | | (40,515) |
| 752 | 752 | CAREER & COLLEGE READINESS | 2 | | 2 |
| 753 | 753 | ADULT EDUCATION - ABE/ASE STATE | (7,166) | | (7,166) |
| 756 | 756 | WIOA TABE 9-10 | (18,932) | | (18,932) |
| 759 | 759 | WIOA POSTSECONDARY BRIDGE | (3,670) | | (3,670) |
| 186 | 956 | EMANCIPATION ADMIN COSTS | 66 | | 66 |
| 248 | 974 | COURT ENHANCEMENT FEE-JP #2 | 29,890 | | 29,890 |
| 247 | 975 | $13 ASSESSMENT FUND-JP #2 | 6,447 | | 6,447 |
| 231 | 976 | COURT ENHANCEMENT FEE-JP #1 | 73,465 | | 73,465 |
| 230 | 977 | $13 ASSESSMENT FUND-JP #1 | 33,543 | | 33,543 |
| 353 | 978 | OFFICER SAFETY EQUIPMENT-SO | 27,963 | | 27,963 |
| 148 | 981 | DOMESTIC VIOLENCE STOP GRANT | (45,352) | | (45,352) |
| 107 | 985 | PALO PARADO RAILROAD IMPROV | 0 | | 0 |
| 149 | 986 | VICTIM SERVICES DONATIONS | 455 | | 455 |
| 229 | 987 | INCREASING EFFICIENCY | 13,469 | | 13,469 |
| 289 | 988 | JUV DIVERSION SVC FEES-OVER | 7,143 | | 7,143 |
| 351 | 992 | FEDERAL PROGRAM INCOME-MTF | 6,398 | | 6,398 |
| 386 | 993 | MEDICAL RESERVE CORP | 22,965 | | 22,965 |
| 246 | 995 | JP 2 FARE PROGRAM | 1,053 | | 1,053 |
| 208 | 997 | CITIZEN CORPS TRAIN #150406-02 | (987) | | (987) |
| 383 | 998 | IMMUNIZATION PROGRAM | 0 | | 0 |
| 264 | 999 | STATE-FILL THE GAP FUND | 14,988 | | 14,988 |
| | | **TOTALS FOR ALL FUNDS** | **7,698,477** | **11,895,760** | **$ 19,594,237** |
| | | **SUSPENSE FUND (AMT. UNAPPORT.)** | **0** | | |

## PROJECTED END OF THE MONTH BALANCE FOR GENERAL FUND

| | | | |
|---|---|---|---|
| GENERAL FUND NET CASH BALANCE | | 1,383,815 | |
| PENDING - REVENUE | | | |
| AUTO LIEU | | 80,000 | |
| SALES TAX | | 150,000 | |
| COUNTY 1/2 CENT TAX | | 175,000 | |
| APPORTIONMENT AMOUNT | | 1,500,000 | |
| LOTTERY | | 0 | |
| PENDING - EXPENDITURES | | | |
| APRIL 20, 2016 EXPENSE WARRANTS | (220,120) | | |
| APRIL 29, 2016 PAYROLL WARRANTS | (465,000) | | |
| SPECIAL REVENUE DEFICIT | | (1,316,678) | |
| STATE POOL INVESTMENT | | 8,522,566 | |
| **ESTIMATED E.O.M. BALANCE** | | **9,809,583** | |
| **DIFFERENCE** | | | **197,419** |
| **CASH AT APRIL 2015** | | **9,612,164** | |

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OFFICE OF THE
SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT
2150 N. Congress Drive, Suite 107
Nogales, Arizona 85621

Tel: 520-375-7940
Fax: 520-375-7941

ALFREDO I. VELÁSQUEZ
SANTA CRUZ COUNTY
SCHOOL SUPERINTENDENT

**Secure Rural Schools and Communities Act (Forest Fees)**
**Award Distribution**
**For**
**School Year 2016-2017**

| | |
|---|---|
| Total Award for Santa Cruz County | $ 433,003.68 |
| School Resource Officers (1.5- SCVSD #35) | $ 63,500.00 |
| School Resource Officers (1 City & 1 County – NUSD #1) | $ 93,500.00 |
| Santa Cruz County Roads | $ 7,500.00 |
| Santa Cruz County School Superintendent's Office | $ 58,503.00 |
| Patagonia School District #6 | $ 25,000.00 |
| Patagonia School District #20 | $ 25,000.00 |
| Sonoita School District #25 | $ 40,000.00 |
| Nogales Unified School District #1 | $ 40,000.00 |
| Santa Cruz Valley Unified School District #35 | $ 40,000.00 |
| Santa Cruz Elementary School District #28 | $ 40,000.00 |

*Santa Cruz County Dare Officer (Patagonia, Sonoita, Little Red and Santa Cruz Valley Unified School District #35) This position will not be funded next year due to a decrease in the allocation that Santa Cruz County received this year. I have discussed this matter with Sheriff and he is aware that the funding for the Dare Officer has been eliminated.

Distribution History:

| | |
|---|---|
| FY 2015-2016 | $522,215.29 |
| FY 2016-2017 | $433,003.68 |
| Difference | $89,211.61 |

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# EMERGENCY MANAGEMENT
## SANTA CRUZ COUNTY

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

**To:** Board of Supervisors

**From:** Raymond Sayre, Director of Emergency Management

**Through:** Jennifer St. John, County Manager

**Date:** 3/31/2016 for April 6, 2016 BOS Agenda

**Subject:** Memorandum of Understanding between the American Red Cross and Santa Cruz County

**Background:**

Several months ago Shelly Patton of SCC Public Health, discovered that our standing Memorandum of Understanding with the American Red Cross had expired. This is an updated MOU which should be in place and in effect for any declared disaster.

*The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross (hereinafter "Red Cross") and Board of Supervisors, Santa Cruz County, State of Arizona, its lead Emergency Management agency (hereinafter, "Santa Cruz County"), and other departments, agencies, and offices in preparing for, responding to, and recovering from emergencies and disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and Santa Cruz County in assisting individuals, families and communities who have been or could be impacted by a disaster or an emergency. It also provides the descriptions of readiness and response activities, such as planning, training, exercising and resourcing, and the clarification of roles and responsibilities of the Red Cross and Santa Cruz County to the community and other agencies.*

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**Recommendation:**
The Director of Emergency Management recommends that this MOU be approved.

**Financial Implications:** There should be no financial impact to the County. If mutual aid is extended under this agreement during declared state emergencies, reimbursement for eligible cost will be provided to the requesting party pursuant to ARS 35-192.

**Proposed Motions**: I move that the Memorandum of Understanding between the American Red Cross and Santa Cruz County, be approved for a Term of Five-years which will have an expiration date of April 6, 2021.

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# Memorandum of Understanding

# Between

# The American Red Cross

# and

# Santa Cruz County, Arizona

# I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross (hereinafter "Red Cross") and Board of Supervisors, Santa Cruz County, State of Arizona, its lead Emergency Management agency (hereinafter, "Santa Cruz County"), and other departments, agencies, and offices in preparing for, responding to, and recovering from emergencies and disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and Santa Cruz County in assisting individuals, families and communities who have been or could be impacted by a disaster or an emergency. It also provides the descriptions of readiness and response activities, such as planning, training, exercising and resourcing, and the clarification of roles and responsibilities of the Red Cross and Santa Cruz County to the community and other agencies.

# II. Parties

## A. Santa Cruz County, AZ

It is expressly understood that when mutual aid is extended under this agreement during non-declared emergencies, no reimbursement will be provided to the responding party. If mutual aid is extended under this agreement during declared state emergencies, reimbursement for eligible cost will be provided to the requesting party pursuant to ARS 35-192. The requesting party shall reimburse the responding party after receipt of the itemized voucher and documentation requesting reimbursement of costs.

The provision of ARS 26-314 shall apply any time mutual aid is provided under this agreement.

It is expressly understood that any mutual aid extended under this agreement is furnished in accordance with the ARS 26-301 et. Seq. and other applicable provisions of law. Management of any incident shall remain within the jurisdiction in which the incident occurred. Parties providing assistance shall assign responding mutual aid agencies, but each party's representative shall retain supervision of their personnel and resources and may withdraw their resources at any time. The agency receiving aid will be responsible for providing supplies and services, such as food, shelter, gasoline, motor oil, for on-site use of equipment and for the personnel providing assistance.

## B. American Red Cross

Services to help people prepare for, respond to, and recover from disasters.

Founded in 1881, the Red Cross is the nation's premier nonprofit disaster management organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the Red Cross is a nongovernmental organization that mobilizes communities to aid people

affected by or at risk of disasters with the aim of preventing and alleviating suffering. The Red Cross provides disaster cycle services without regard to race, color, national origin, religion, gender, age, disability, sexual orientation, citizenship or veteran status. It follows the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross is closely integrated into community preparedness, response, and recovery efforts, including those of federal, tribal, state and local government and other nongovernmental organizations. Our goal is to work with multi-sector partners to help individuals, families, and communities prepare for, respond to, and recover from natural and manmade disasters of all sizes.

The Red Cross provides disaster cycle services pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter (USC 36 §300101-300111). In the Charter, Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities."

a. Preparedness

The Red Cross vision for preparedness is that we, together with community leaders, partners and other stakeholders have built community capacity and capability to survive, to minimize suffering and to recover quickly after a disaster or emergency; and that together we have made preparedness a cultural norm all across the nation. The components for achieving this vision include:

- *Assessing community hazards, priority risks, needs and asset;*
- *Engaging the community in preparedness (e.g. Home Fire Campaign);*
- *Enabling individuals and families and organizations to take preparedness actions;*
- *Leveraging our national network of volunteers and our ability to engage partners in direct preparedness actions within communities nationwide;*
- *Working with social service organizations and schools to help them, their clients and students survive and recover quickly from a disaster;*
- *Reinforcing preparedness for people and organizations who have taken preparedness actions.*

b. Response

The Red Cross vision for response is to alleviate human suffering in the face of emergencies by mobilizing and organizing community resources to meet the immediate life-sustaining needs of individuals, families and communities affected by disaster; to lay the groundwork for long-term recovery; and to build resilience for future events.

The range of services necessary to achieve this vision will vary based on the needs of those affected and the scale of the disaster. Additionally, there is often overlap between the provision of response and recovery services. The blending of the two processes is necessary for seamless service to individuals, families and communities. Response services most commonly include:

- *Home Fire Response Services*
- *Sheltering*
- *Feeding*
- *Health Services*
- *Mental Health Services*
- *Spiritual Care Services*
- *Reunification*
- *Distribution of Relief Supplies*
- *Information & Referrals*

c. Recovery

The Red Cross vision for recovery is to provide a standard and scalable set of services that align with available resources to bridge the gaps between client resources and serious human needs and that result in a similar set of assistance for similarly situated clients. Recovery services most commonly include:

- *Community Recovery Strategy Development*
- *Casework/Recovery Planning*
- *Direct Client Assistance*
- *Community Preparedness & Resiliency Building*

2. Services related to the National Response Framework

The Red Cross is a co-lead for the mass care component of Emergency Support Function (ESF) #6 of the National Response Framework (NRF). In this role, the Red Cross engages in a variety of activities to support states in their planning, coordinating and executing of mass care programs and strategies. The Red Cross also takes a leadership role in working with other non-governmental organizations and private companies that provide services during a disaster. Additionally, the Red Cross is a support agency to other ESFs – including ESF-8 and ESF-15 – in the NRF.

3. Services related to the National Recovery Framework

The Red Cross is among the supporting organizations for three Recovery Support Functions: Community Planning and Capacity Building; Health and Social Services; and, Housing. In these roles, the Red Cross engages at the headquarters level, as well as at the Federal Emergency Management Agency (FEMA) regional level, to provide insight and assistance in planning by drawing on Red Cross experience and representing the perspective of non-governmental organizations and private entities that provide recovery services.

4. Organization

The Red Cross is chartered by the United States Congress to provide humanitarian services. Its national headquarters, located in Washington, D.C., is responsible for implementing policies and procedures that govern Red Cross activities and provides administrative and technical oversight and guidance to its 62 regions in seven divisions. Each region has certain authority and

responsibility for carrying out Red Cross disaster preparedness, response and recovery activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each region is familiar with the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. Regions also formulate cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur.

Through its nationwide network, the Red Cross coordinates its total resources for use in large disasters. In order to provide these services, the Red Cross will work with federal, tribal, state and/or local government for assistance and collaboration.

## III. Cooperative Actions

The Red Cross recognizes the authority assigned to city mayors, parish presidents, borough presidents, county judges, and other local county officials of Santa Cruz County and will share operating plans, priorities and objectives with the delegated emergency management staff of the local jurisdiction.

Santa Cruz County recognizes the national level roles and responsibilities designated to the Red Cross in the October 22, 2010 Memorandum of Agreement between FEMA and Red Cross.

Santa Cruz County recognizes the Red Cross as having mass care responsibility in domestic disasters and when activated, authorizes and will support and coordinate with the Red Cross in the execution of these duties.

The Red Cross and Santa Cruz County will coordinate their respective disaster cycle activities to maximize services to the community and avoid duplication of efforts in the following ways:

1. Explore ways to align business and operational processes and programs across the disaster cycle in an effort to make a more seamless disaster preparedness, response, and recovery experience for residents of Santa Cruz County.

2. Coordinate mutual activation of no-notice events through the established 24 hour notification point of contact and develop joint Standard Operating Procedures for ongoing communications, including use of electronic technology, radio communications, and other emergency coordination protocols.

3. Maintain close coordination, liaison activities, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.

4. During a disaster or emergency situation, the Red Cross will, at the request of the Santa Cruz County Emergency Management Agency, provide liaison personnel to the Santa Cruz County Emergency Operations Center. The Santa Cruz County Emergency Management Agency will provide facility access and identification, work space, and,

whenever possible, other required support, such as a computer, e-mail access and a designated phone line for the Red Cross liaison personnel assigned to the Emergency Operations Center.

5. The Santa Cruz County Emergency Management Agency will support the Red Cross in the use of the National Shelter System (NSS) and the Red Cross will coordinate shelter information sharing and reporting with the Santa Cruz County Emergency Management Agency.

6. The Santa Cruz County Emergency Management Agency will facilitate the Red Cross use of facilities for shelters and service delivery sites wherever possible. The terms and conditions of such use will be set forth in a separate agreement.

7. During disasters and emergencies, keep each other informed of the human needs created by the events and the services they are providing. Share current data regarding disasters, to include risk and hazard analysis, statistical information, social media verifications, historical information, emerging needs and trends, damage assessments, declarations, and service delivery plans.

8. Work together to develop plans, revise planning annexes, and identify resources to facilitate delivery of services to people with disabilities or other access and functional needs during a disaster.

9. Actively participate in reviewing and carrying out responsibilities outlined in the local emergency operations plans.

10. Both parties will ensure, to the fullest extent possible, that disaster operations within Santa Cruz County will be as accessible as possible to people with disabilities or other access and functional needs, based on the American with Disabilities Act and related federal, state and local laws.

11. Prior to and during the time of disaster, keep the public informed of cooperative efforts through the public information offices of the Red Cross and the Santa Cruz County Emergency Management Agency and explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within Santa Cruz County.

12. The Santa Cruz Emergency Management Agency recognizes that the Red Cross is dependent upon voluntary public financial donations. In accordance with applicable laws and regulations, Santa Cruz County Emergency Management Agency will support the Red Cross in locating and acquiring necessary resources in an emergency including a response to formal resource requests. Both parties will work together, as appropriate, to identify local sourcing solutions that expand disaster capabilities and enhance community resilience.

13. Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so; however, the use of the trademarks of

the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of the MOU. If either party desires to use the intellectual property of the other, the "requesting party" should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the "owning party" for review in advance of dissemination or publication.

14. The Red Cross will support Santa Cruz County Emergency Management in integrating the efforts of the non-governmental organizations (NGOs) and Voluntary Organizations Active in Disaster (VOAD) that provide mass care services (e.g. Mass Care Feeding Task Forces) during disaster response operations.

15. Make training, educational and other developmental opportunities available to the other party's personnel and explore joint training and exercises. Encourage all staff and volunteers to engage in training (e.g. ICS 300 and 400), exercises, and disaster response activities, as appropriate.

16. Widely distribute this MOU within the Red Cross and the Santa Cruz County Emergency Management Agency departments and administrative offices and urge full cooperation.

## IV. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans, attachments or goals as appropriate. Both parties should notify the other if primary points of contact change.

## V. Term and Termination.

This MOU is effective as of _____. It expires on [DATE NO LATER THAN FIVE YEARS AFTER EFFECTIVE DATE]. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time and for any or no reason.

## VI. Miscellaneous

This MOU does not create a partnership, a joint power agreement, or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this

MOU shall be termination, with no damages or penalty.

Signature page follows.

Signature Page

Rudy Molera, Chairman
Santa Cruz County Board of Supervisors

Date

Beth Boyd
Regional Disaster Officer AZ/NM/El Paso

Date

Raymond O. Sayre, Director
Santa Cruz County Emergency Mgr.

Date

Cheryl Bender
Disaster Program Manager, So AZ Chapter

Date

ATTEST:

Melinda Meek, Clerk of the Board

APPROVED AS TO FORM:

Charlene Laplante
Deputy County Attorney

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# Interoffice Memorandum

**To:** Board of Supervisors

**From:** Jennifer St. John, County Manager

**Subject:** Request approval of Intergovernmental Agreement for Animal Control

**Date:** April 20, 2016

---

Recommendation:

Staff recommends that the Board approve the Intergovernmental Agreement for Animal Control with the City of Nogales from July 1, 2016 through June 30, 2017.

Background:

Historically, the County has provided the City of Nogales with Animal Control services through a similar IGA. This agreement would allow the County to continue these services and for both parties to spilt the cost 50/50. The County is in the preliminary stages of compiling our F/Y 2017 budget but we are estimating a cost of approximately $259,074 to each party, for a total animal control budget of $518,148 for F/Y 2017. Also, this agreement automatically renews for 4 successive, one year terms unless terminated by either party within 90 days of its expiration.

Financial Implications:

Approximate cost of $259,074 to the General fund which is currently budgeted under the Board of Supervisors budget in F/Y 2017.

Proposed Motion:

Move to approve the Intergovernmental Agreement for Animal Control with the City of Nogales from July 1, 2016 through June 30, 2017.

# INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL

This Intergovernmental Agreement entered into by and between Santa Cruz County, a body politic, hereinafter "County", and the City of Nogales, a municipal corporation, hereinafter referred to as "City".

WHEREAS, A.R.S. §11-951, et.seq., allows public agencies to contract for services and enter into agreements; and

WHEREAS, the City of Nogales has enacted Chapter III of the Charter and Code of the City of Nogales relating to animal control within the city limits of the City of Nogales; and

WHEREAS, the City has determined that the enforcement of Chapter III of the Charter and Code of the City of Nogales should be provided in cooperation with the County; and

WHEREAS, the County is agreeable to providing such services in cooperation with the City; and

WHEREAS, the City and the County have determined that it would be in the public's best interest to cooperate in the enforcement of Chapter III of the Code of the City of Nogales upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, IT IS MUTUALLY AGREED as follows:

Section 1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions acceptable to the parties hereto for the enforcement and administration of Chapter III of the Charter and Code of the City of Nogales (hereinafter referred to as "Chapter III of the Code").

Section 2. Term.

This Agreement shall commence July 1, 2016, and terminate June 30, 2017, unless terminated as provided in Section 9. This Agreement shall be automatically renewed for four (4) successive periods of one (1) year each unless either party gives notice in writing to the other not less than ninety (90) days prior to the expiration of the initial or renewal term.

Section 3. Obligation of County.

a. County agrees, at its sole discretion and supervision, to enforce and administer Chapter III of the Code pursuant to its terms and provisions and in the same manner and to the same extent and level of enforcement as the County's ordinance on animal control.

b. County agrees that its enforcement of Chapter III of the Code shall be handled in a humane manner, and animals shall be housed in a healthy environment, provided adequate food, water, shelter, and veterinary attention.

c. County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to render and maintain the level of services to be rendered to City hereunder.

d. The rendition of service under this agreement, standards of performance, discipline of employees, and other matters incident to the performance of this Agreement is vested in and shall remain with County.

e. County shall waive payment by City of the Rio Rico Landfill disposal fee for disposal of dead animals.

Section 4. Obligation of City.

a. The City shall provide prosecution services in the City Courts to handle all criminal matters arising out of the enforcement of Chapter III of the Code.

b. Upon written request, City shall provide to County an accounting of all fines and fees

collected by City as result of enforcement of Chapter III of the code. Such fines and fees remain the property of the City and shall not be used in calculating compensation of the County.

c. City shall provide to County compensation as set forth in Section 5.

Section 5. Compensation.

a. For the period of July 1, 2016 through June 30, 2017, the City shall pay to the County fifty percent (50%) of the annual budgeted cost of operation for the County Animal Care and Control Services Department (the "Department") as reflected in the approved departmental annual budget.

b. City agrees to pay the County monthly, one-twelfth (1/12) of Fifty percent (50%) of County's annual budgeted cost of operation for the Department.

c. Audits of the cost of operations of the Department may be undertaken by the City at any time, after reasonable notice to the County. A final audit, if requested, shall initially be conducted by City staff. If there is a dispute concerning the results, an independent final audit may be done. The cost of the independent final audit shall be borne equally by the City and County; the cost of any other audit undertaken shall be borne by the party requesting same. If requested, an independent final audit will determine the true cost of operations of the Department for the terms of this Agreement herein.

d. For each contract period of July 1st through June 30th that this Agreement remains in effect, County shall inform City of the actual cost of operations of the Department for the period of July 1st through June 30th by November 1st. If the City has overpaid its prorated share, County shall pay City the difference on or before by December 1st of that year. If City has underpaid its prorated share City shall pay County the difference on or before December 1st of that year.

e. City shall be liable only for expenditures for items reflected or included in the approved Department annual budget unless City has provided prior written consent for those items not reflected or included in the approved Department annual budget.

f. City shall not be liable for any amount exceeding ten percent (10%) of the County's total approved annual budgeted cost of the Department, unless City has provided prior written consent to the amounts in excess of the Department's annual budgeted cost.

g. Notwithstanding, paragraphs e and f above, all expenditures incurred by County as a result of an emergency shall be allocated between parties as set forth in section 5a, however, City liability for such emergency expenditures shall be limited to expenditures incurred within thirty (30) days after the first (1st) emergency expenditure, unless City has provided written consent for additional expenditures. In the event written consent to share additional expenses beyond first thirty (30) day is not granted, County is not required to provide additional emergency service within the City limits.

Section 6. Fees.

All licensing, vaccination, or other fees collected herein pursuant to enforcement of Chapter III of the Code shall be deposited with City and be the City's sole property.

All licensing, vaccination, or other fees collected herein pursuant to enforcement of County's Ordinance shall remain the sole property of County.

Section 7. Manner of Financing and Budget.

Each party represents that it has sufficient funds available to discharge the funding obligation imposed by this Agreement for said fiscal year, and further agrees that such funds shall be solely available therefore.

Section 8. Effective date of Agreement.

This Agreement shall be effective upon approval by the respective parties and shall terminate as provided in Section 2 or Section 9 (b).

Section 9. Modification, Revision and Termination.

a. This Agreement may be revised or modified by mutual consent of the parties.

b. This Agreement may be terminated by either party for its sole convenience upon Six (6) months written notice to the other party. Any termination hereunder shall in no way affect the Agreement of the parties hereto with respect to any obligations incurred under the Agreement until a full settlement has been made.

Section 10. Severability.

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

Section 11. Operation After Term.

The parties agree that in the event they continue to operate pursuant to this agreement after the terms set forth in Section 2 has expired, then the continuation shall be upon the same terms and conditions as set forth in this agreement.

Section 12. Miscellaneous.

a. This Agreement shall be construed pursuant to the laws of the State of Arizona.

b. Parties shall comply with all applicable Federal, State and local laws, rules, and regulations. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any changes in the

governing laws, rules and regulations during the term of this Agreement shall apply but do not require an amendment.

c. Any notices required pursuant to this Agreement shall be deemed provided when personally delivered, or mailed, by registered or certified mail, to the respective City Clerk or Clerk of the Santa Cruz County Board of Supervisors.

d. Nothing in this Agreement shall be considered as either limiting or extending legal jurisdiction of either the City or the County.

e. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.

f. Each party agrees to defend, indemnify, and hold harmless the other party and the other party's officers, officials, agents, employees and volunteers from all claims, losses, and causes of action (including administrative claims) arising out of, resulting from, or in any manner connected with this Agreement, but only to the extent such claim, loss, cause of action, damage or injury (including death) is caused or contributed to by the acts or omissions of the indemnifying party.

g. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement.

Section 13. Worker's Compensation.

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

IN WITNESS WHEREOF, this Agreement has been passed and approved by the Board of Supervisors of Santa Cruz County on the _____ day of _____, 2016.

SANTA CRUZ COUNTY
Santa Cruz County Board of Supervisors

_____
RUDY MOLERA, Chairman

_____
MANUEL RUIZ, Vice-Chairman

_____
JOHN MAYNARD, Member

ATTEST:

_____
MELINDA MEEK
Clerk of the Board

IN WITNESS WHEREOF, this Agreement has been passed and approved by the Council of the City of Nogales on the _____ day of _____, 2016.

CITY OF NOGALES, a municipal corporation

_____
City Manager

ATTEST:

_____
LETICIA ROBINSON
City Clerk

**ATTORNEY CERTIFICATION**

**SANTA CRUZ COUNTY**

The foregoing Intergovernmental Agreement, being an Agreement between Santa Cruz County and the City of Nogales, has been reviewed this _____ day of _____, 2016, pursuant to A.R.S. §11-952 the undersigned Chief Civil Deputy, who has determined that it is in proper form, and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the Santa Cruz County Attorney.

GEORGE E. SILVA
Santa Cruz County Attorney

By _____
CHARLENE LAPLANTE
Chief Civil Deputy

**ATTORNEY CERTIFICATION**
**CITY OF NOGALES**

The foregoing Intergovernmental Agreement, being an Agreement between Santa Cruz County and the City of Nogales, has been reviewed this _____ day of _____, 2016, pursuant to A.R.S. §11-952 by the undersigned City Attorney, who has determined that it is in proper form, and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the Nogales City Attorney.

NOGALES CITY ATTORNEY

By _____
JOE L. MACHADO
City Attorney

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# Interoffice Memorandum

**To:** Board of Supervisors

**From:** Jennifer St. John, County Manager

**Subject:** Request approval of Intergovernmental Agreement for Library Services

**Date:** April 20, 2016

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Recommendation:

Staff recommends that the Board approve the Intergovernmental Agreement for Library Services with the City of Nogales from July 1, 2016 through June 30, 2017.

Background:

Historically, the City of Nogales has run the County library system through a similar IGA. This agreement would allow the City to continue to run the outlying area (Tubac, Rio Rico, Sonoita) libraries for the next fiscal year. The cost to the County is currently budgeted for F/Y 2017 at $253,873, which is 50% of the estimated total cost of running all 4 libraries, the main branch in Nogales and the three outlying areas. Staff will get a more accurate cost once the City has completed their tentative budget. Also, this agreement automatically renews for 4 successive, one year terms unless terminated by either party within 90 days of its expiration.

Financial Implications:

$253,873 to the General fund which is currently budgeted under the Board of Supervisors budget in F/Y 2017.

Proposed Motion:

Move to approve the Intergovernmental Agreement for Library Services with the City of Nogales from July 1, 2016 through June 30, 2017.

# INTERGOVERNMENTAL AGREEMENT

# FOR

# LIBRARY SERVICES

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

WHEREAS, pursuant to A.R.S. §48-3901 and A.R.S. §11-901, the Santa Cruz County Board of Supervisors may establish at the County seat a County free library district; and

WHEREAS, pursuant to A.R.S. §11-904 instead of establishing a separate County free library district, the Santa Cruz County Board of Supervisors may enter into a contract with the City whereby the City's free public library may assume the functions of and serve as a County free library; and

WHEREAS, pursuant to A.R.S. §11-951, *et.seq.*, both the City and the County are authorized to enter into Intergovernmental Agreements for the purposes of contracting for services, jointly exercising powers common to the contracting parties, and taking joint or cooperative action; and

WHEREAS, the City presently operates and maintains a free public library offering library facilities and services; and

WHEREAS, the County wishes to enter into an Intergovernmental Agreement with the City, whereby the City may assume the functions of and serve as a County free library; and

WHEREAS, parties intend that the City's free public library will function as the County free library and will provide library facilities and services to a network of libraries throughout

the County, both in unincorporated areas and in such incorporated cities or towns as may elect to become affiliated with the County free library pursuant to Arizona law; and

WHEREAS, parties are desirous of establishing, operating and maintaining such library facilities and services both for the citizens of the City of Nogales and for the citizens of Santa Cruz County and recognize that combined efforts of the parties hereto will prevent unnecessary duplication of effort and will promote the widest use of books, library materials, and facilities for all persons concerned.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, IT IS AGREED as follows:

Section 1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions acceptable to the parties hereto for the operation of the City Public Library/County Free Library.

Section 2. Term.

This Agreement shall commence July 1, 2016, and terminate June 30, 2017, unless terminated as provided in Section 8. This Agreement shall be automatically renewed for four (4) successive periods of one (1) year each unless either party gives notice in writing to the other not less than ninety (90) days prior to the expiration of the initial or renewal term.

Section 3. Obligation of City.

a. City will operate and manage the City's Public Library as the County free library, which will provide library facilities and services within Santa Cruz County, the City of Nogales, and in such incorporated cities and towns as may elect to become affiliated with the County free library pursuant to Arizona Law.

b. City will provide, without rental cost, the use of the building and premises in which the Nogales City Library, located on Grand Avenue, City of Nogales, is presently housed.

c. City will operate the Nogales City Library as the County free library system headquarters.

d. The City shall provide, subject to compensation as set forth in Section 5 below, for the repair, utilities, and maintenance of the building housing the City Library and shall obtain all appropriate insurance thereon, including but not limited to building and liability insurance.

e. The City shall provide and extend its library facilities and services to all residents of the County in a manner consistent with the current operation of the Nogales City Library.

Section 4. Obligation of County.

a. County shall pay to the City compensation as set forth in Section 5.

b. County shall provide buildings in which to house a library in Tubac, Rio Rico, and Sonoita, Arizona, and maintain appropriate insurance thereon including but not limited to building and liability insurance.

c. The County shall provide and be responsible for all costs and expenses, for rent, utilities, repairs, and maintenance of the buildings provided by the County in which libraries are housed within the County.

Section 5. Compensation.

a. For the period of July 1, 2016 through June 30, 2017, the County shall pay to the City fifty percent (50%) of the City's annual budgeted cost of the management and operation of the City's Public Library system.

b. County agrees to pay the City on a monthly basis one-twelfth (1/12) of the annual budgeted amount set forth in paragraph 5(a) above.

c. Audits of the cost of management and operation of the City Public Library/County Free Library may be undertaken by the County at any time, after reasonable notice to the City. A final audit, if requested, shall initially be conducted by County staff. If there is a dispute concerning the results, an independent final audit may be done. The cost of the independent final audit shall be borne equally by the City and County; the cost of any other audit undertaken shall be borne by the party requesting same. If requested, an independent final audit will determine the true cost of management and operation of the City Public Library/County Free Library for each term of this Agreement herein.

d. For each contract period of July 1st through June 30th that this Agreement remains in effect, City shall inform County of the actual cost of operations of the City Public Library/ County Free Library for the period of July 1st through June 30th by November 1st. If the County has overpaid, City shall pay County the difference by December 1st of that year. If the County has underpaid the County shall pay City the difference on or before December 1st of that year.

e. County shall be liable only for expenditures for items reflected or included in the City Library's approved annual budget unless County has provided prior written consent for those items not reflected or included in the approved annual budget.

f. County shall not be liable for any amount exceeding ten percent (10%) of the City's Library total approved annual budgeted cost, unless County has provided prior written consent to the amounts in excess of the City Library's annual budgeted cost.

Section 6. Manner of Financing and Budget.

Each party represents that it has sufficient funds available to discharge the funding obligation imposed by this Agreement.

Section 7. Effective date of Agreement.

This agreement shall be effective upon approval by the respective parties and shall terminate as provided in Section 2 or Section 8(b).

Section 8. Modification, Revision and Termination.

a. This Agreement may be revised or modified only by mutual consent of the parties.

b. This Agreement may be terminated by either party upon six (6) months written notice to the other. Any termination hereunder shall in no way affect the Agreement of the parties hereto with respect to any obligations incurred under the Agreement until a full settlement has been made.

Section 9. Severability.

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

Section 10. Operation after Term.

The parties agree that in the event they continue to operate pursuant to this Agreement after the term set forth in Section 2 has expired, the continuation shall be upon the same terms and conditions as set forth in this Agreement.

Section 11. Non-Discrimination.

Neither party shall discriminate against any person or individual in any way because of the person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out duties pursuant to this Agreement.

Section 12. Worker's Compensation.

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

Section 13. Miscellaneous.

a. This Agreement shall be construed pursuant to the laws of the State of Arizona.

b. Parties shall comply with all applicable Federal, State and local laws, rules, and regulations. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any changes in the governing laws, rules and regulations during the term of this Agreement shall apply but do not require an amendment.

c. Any notices required pursuant to this Agreement shall be deemed provided when personally delivered, or mailed, by registered or certified mail, to the respective City Clerk or Clerk of the Santa Cruz County Board of Supervisors.

d. Nothing in this Agreement shall be considered as either limiting or extending legal jurisdiction of either the City or the County.

e. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.

f. Each party agrees to defend, indemnify, and hold harmless the other party and the other party's officers, officials, agents, employees and volunteers from all claims, losses, and causes of action (including administrative claims) arising out of, resulting from, or in any manner

connected with this Agreement, but only to the extent such claim, loss, cause of action, damage or injury (including death) is caused or contributed to by the acts or omissions of the indemnifying party.

g. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement.

Section 14. Entire Agreement.

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

Section 15. Time Is Of The Essence.

The parties acknowledge that time is of the essence.

Section 16. Counterparts.

This Intergovernmental Agreement may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the Intergovernmental Agreement.

IN WITNESS WHEREOF, this Agreement has been passed and approved by the Santa Cruz County Board of Supervisors on this ____ day of _____, 2016.

SANTA CRUZ COUNTY
Santa Cruz County Board of Supervisors

_____
RUDY MOLERA, Chairman

_____
MANUEL RUIZ, Vice-Chairman

_____
JOHN MAYNARD, Member

ATTEST:

_____
MELINDA MEEK
Clerk of the Board

IN WITNESS WHEREOF, this Agreement has been passed and adopted by the City Council of the City of Nogales on the _____ day of _____, 2016.

CITY OF NOGALES, a municipal corporation

_____
CARLOS RIVERA
City Manager

ATTEST:

_____
LETICIA ROBINSON
City Clerk

**ATTORNEY CERTIFICATION**
**SANTA CRUZ COUNTY**

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

GEORGE E. SILVA
Santa Cruz County Attorney

By _____
Charlene Laplante
Chief Civil Deputy

**ATTORNEY CERTIFICATION**
**CITY OF NOGALES**

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

OFFICE OF THE NOGALES CITY ATTORNEY

By _____
JOE L. MACHADO
City Attorney

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TONY ESTRADA
SHERIFF

# OFFICE OF THE SHERIFF
OF SANTA CRUZ COUNTY

RUBEN F. FUENTES
CAPTAIN

## MEMORANDUM

**DATE:** April 07, 2016

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

**THRU:** Ms. Jennifer St. John
County Manager

**FROM:** Captain Ruben Fuentes

**SUBJECT:** Request for approval of Proclamation Administrative Professional Week

---

**RECOMMENDATION:**

Recommendation for approval of Proclamation Administrative Professional Week

**BACKGROUND:**

April 24 through 30, 2016, is designated as **Administrative Professional Week** commemorating all administrative professionals, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their community.

**FINANCIAL IMPLICATIONS:**

None

Cc: sheriff
file

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# *Proclamation*

## *Administrative Professional Week*

## *April 24-30, 2016*

**WHEREAS**, administrative professionals play an essential role in coordinating office operations for businesses, government, educational institutions and other organizations; and

**WHEREAS**, a well-trained workforce is essential for success in today's economy; and

**WHEREAS**, the work of administrative professionals requires advanced knowledge and expertise in communications, computer software, office technology, project management, organization, customer service and other vital office management responsibilities; and

**WHEREAS**, Administrative Professionals Week is observed annually in work places around the world to recognize the important contributions of administrative staff and is sponsored by the International Association of Administrative Professionals; and

**WHEREAS**, the State of Arizona joins the International Association of Administrative Professionals in *Honoring the Office Professionals Who Make Offices Work*; their efforts reflect the integral and central role that office professionals play in modern business;

**NOW, THEREFORE**, the Board of Supervisors of Santa Cruz County, call upon all citizens of Santa Cruz County and upon all patriotic, civic, and educational organizations to observe the week of April of April 24 through 30, 2016 as "**ADMINISTRATIVE PROFESSIONALS WEEK**" commemorating Administrative Professionals, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their community.

**IN WITNESS WHEREOF**, we have hereunto set our hand and caused the seal of Santa Cruz County to be affixed this 20th day of April, 2016.

_____
Rudy Molera, Chairman

_____
Manuel Ruiz, Vice-Chairman

_____
John Maynard, Member

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TONY ESTRADA
SHERIFF

# OFFICE OF THE SHERIFF
## OF SANTA CRUZ COUNTY

RUBEN F. FUENTES
CAPTAIN

## MEMORANDUM

**To:** Honorable Manuel Ruiz, Chairman of the Board of Supervisor and the members of the Board

**Thru:** Ms. Jennifer St. John
County Manager

**From:** Captain Ruben F. Fuentes

**Date:** April 08, 2016

**RE:** **Request for approval of Proclamation National Correctional Officer Week**

---

**RECOMMENDATION:**

Recommendations for approval of Proclamation National Correctional Officer Week

**BACKGROUND:**

In 1984, President Ronald Reagan signed Proclamation 5187, creating "National Correctional Officers' Week." Each year, the first full week in May is recognized as National Correctional Officers and Employees Week, commemorating the contributions of correctional officers and personnel who work in jails, prisons, and community corrections across the country.

**FINANCIAL IMPLICATIONS:**

None

cc;
File

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# *Proclamation*
# *Santa Cruz County Correctional Officers Week*
# *May 01 through 07, 2016*

***WHEREAS,*** May 01 through 07, 2016, will be celebrated across the United States as National Correctional Officers Week, and

***WHEREAS,*** the week will be devoted to increasing the public awareness of the excellent job performance by the Santa Cruz County Correction Officers and Staff, and their efforts to protect the public safety, and

***WHEREAS,*** other criminal justice agencies and members of the public are encouraged to acknowledge the importance role the Santa Cruz County Correctional Officers promote in the protection and services to Santa Cruz County.

***NOW, THEREFORE,*** We, the Board of Supervisors, County of Santa Cruz, do hereby proclaim the week May 01 through 07, 2016, as ***SANTA CRUZ COUNTY CORRECTIONAL OFFICERS WEEK*** and, encourage the citizens of Santa Cruz County to share in acknowledging the outstanding job the Santa Cruz County Correctional Officer perform on a daily basis in serving the entire community.

***IN WITNESS THEREOF,*** we have hereunto set our hand and caused the Seal of Santa Cruz County to be affixed this day of April, 2016.

_____

**Rudy Molera, Chairman**

_____

**Manuel Ruiz, Vice-Chairman**

_____

**John Maynard, Member**

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TONY ESTRADA
SHERIFF

# OFFICE OF THE SHERIFF
## OF SANTA CRUZ COUNTY

RUBEN F. FUENTES
CAPTAIN

## MEMORANDUM

**To:** Honorable Manuel Ruiz, Chairman of the Board of Supervisor and the members of the Board

**Thru:** Ms. Jennifer St. John
County Manager

**From:** Captain Ruben F. Fuentes

**Date:** April 08, 2016

**RE:** **Request for approval of Proclamation National Police Week**

---

**RECOMMENDATION:**

Recommendations for approval of Proclamation National Police Week

**BACKGROUND:**

May 15, through the 21, 2016, is designated as National Police Week in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

**FINANCIAL IMPLICATIONS:**

None

cc;
File

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# *Proclamation*
# *Peace Officers' Memorial Day – National Police Week*
# *May 15 through 21, 2016*

**WHEREAS,** The Congress and the President of the United States have designated May 15, 2016, as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week; and

**WHEREAS,** the members of the law enforcement agency of Santa Cruz County play an essential role in safeguarding the rights and freedoms of Santa Cruz County; and

**WHEREAS,** it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of the law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

**WHEREAS,** the men and women of the law enforcement agencies of Santa Cruz County unceasingly provide a vital public service;

**NOW, THEREFORE,** the Board of Supervisors of Santa Cruz County, call upon all citizens of Santa Cruz County and upon all patriotic, civic, and educational organizations to observe the week of May 15 through 21, 2016, as **POLICE WEEK** with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and in so doing have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

We further call upon all citizens of Santa Cruz County to observe May 15, 2016, as **PEACE OFFICERS' MEMORIAL DAY** in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

**IN WITNESS THEREOF,** we have hereunto set our hand and caused the Seal of Santa Cruz County to be affixed this day of April, 2016.

**Rudy Molera, Chairman**

**Manuel Ruiz, Vice-Chairman**

**John Maynard, Member**

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TONY ESTRADA
SHERIFF

# OFFICE OF THE SHERIFF
## OF SANTA CRUZ COUNTY

RUBEN F. FUENTES
CAPTAIN

# MEMORANDUM

**DATE:** April 13, 2016

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

**THRU:** Ms. Jennifer St. John
County Manager

**FROM:** Sheriff Tony Estrada

**SUBJECT:** Request for approval for the Santa Cruz County Sheriff's Office and Century Link 9-1-1 enter into an Agreement

---

**RECOMMENDATION:**

Recommendation for approval for Sheriff's Office enter an agreement with Century Link 9-1-1 which is funded by The State of Arizona Department of Administration 9-1-1- Office. Approved as to form by Deputy County Attorney Charlene LaPlante.

**BACKGROUND:**

The Century Link 9-1-1 agreement for new hardware and continuous software updates. This agreement will replace the existing agreement for 9-1-1 services and will have no financial implication and will have no adverse effect on the existing 9-1-1 service currently being offered to our community.

**FINANCIAL IMPLICATIONS:**

None

Cc: sheriff
file

# CENTURYLINK® 9-1-1 AGREEMENT

This CenturyLink 9-1-1 Agreement ("Agreement") is between CenturyLink Sales Solutions, Inc., as contracting agent on behalf of the applicable CenturyLink affiliated entities providing Services ("CenturyLink") and Santa Cruz County Sheriff's Office ("Customer") and is effective on the date the last party signs it ("Effective Date"). CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **June 30, 2016** ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

**SANTA CRUZ COUNTY SHERIFF'S OFFICE**

Authorized Signature

Name Typed or Printed

Title

Date

Authorized Signature

Name Typed or Printed

Title

Date

"Approved as to Form"

**CENTURYLINK SALES SOLUTIONS, INC.**

Authorized Signature

Name Typed or Printed

Title

Date

Customer's address for notices:
Customer's facsimile number (if applicable):
Person designated for notices:

**1. Services.** Customer may purchase the products and services ("Services") in service exhibits ("Service Exhibits") attached to the Agreement. Additional Service Exhibits will only be added to this Agreement by amendment during the Initial Term. The Service Exhibits attached to the Agreement as of the Effective Date and incorporated by this reference are shown below. Services are purchased under this Agreement at the rates and charges in effect at the time of the addition(s) by an Order Form signed by authorized representatives of both parties. All Services will be coterminous with the Agreement.

- **CENTURYLINK MANAGED NG9-1-1 ESINET BUNDLE OFFER ATTACHMENT**
- **CENTURYLINK NEXT GENERATION 9-1-1 SERVICE EXHIBIT**
- **CENTURYLINK WEST HOSTED VIPER SERVICE EXHIBIT**
- **DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**
- **LOCAL ACCESS SERVICE EXHIBIT**
- **DOMESTIC NETWORK DIVERSITY® SERVICES EXHIBIT**
- **CENTURYLINK® SELECT ADVANTAGE® SERVICE EXHIBIT**
- **CENTURYLINK NG9-1-1 WITH MANAGED 9-1-1 CPE SERVICE LEVEL AGREEMENTS**
- **ATTACHMENTS, EXHIBITS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERVICE EXHIBITS**
- **CENTURYLINK NG9-1-1 WITH MANAGED 9-1-1 CPE TECHNICAL DOCUMENT SERVICE EXHIBIT FOR STATE OF ARIZONA 9-1-1 SYSTEM**

**2. Term.** Customer selects the following "Initial Term" of the Agreement: 60 months; code 600055.The Agreement begins on the Effective Date and the Initial Term begins on the Start of Service Date. Renewals require a new agreement between the parties. The parties agree to negotiate a new agreement 90 days prior to the conclusion of the Term. At the end of the Initial Term, if Customer continues to use Services after the parties fail to negotiate a new Agreement, the Agreement will continue on a month to month basis ("Extension Term") until either party provides 30 calendar days' notice to terminate the Agreement and CenturyLink may increase the Service rates at the end of the Initial Term, upon at least sixty (60) calendar days prior written notice, provided that the foregoing shall not restrict any increases based on Regulatory Activity. The Initial Term and each Extension Term are referred to as the "Term."

**3. Termination.**

**3.1 Service.** Either party may terminate an individual Service that is not purchased as part of a bundled Service offering: (a) in accordance with the individual Service Exhibit's term requirements with 60 calendar days' prior written notice to the other party (or 30 calendar days notice if during the Extension Term), or (b) for Cause. If Service is terminated by Customer for Convenience or by CenturyLink for Cause, then Customer will pay Cancellation Charges. "Cancellation Charge" means the cancellation charge described in the applicable Service Exhibit and charges incurred by CenturyLink from a third party provider as


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## CENTURYLINK ENGINEERING QUOTE (CPE)

CenturyLink™
Stronger Connected™

**CUSTOMER:** Santa Cruz County E911
**DESCRIPTION:** E911 Santa Cruz County SO NG Managed Services
**QUOTE No.:** 53223249
**VALID UNTIL:** 6/30/2016
**ENGINEER:** Cathy Atkin
**ACCT MGR:** Carlos Simmonds

**CENTURYLINK MANAGED NG9-1-1 ESINET BUNDLE OFFER QUOTE**

| PART NAME / DESCRIPTION | MFG P/N | QTY | MRC | NRC | TERM (Months) | TYPE | CUST PRICE (Ext) |
|---|---|---|---|---|---|---|---|
| **Non-Recurring Charges** | | | | | | | |
| One Time PSAP Implementation Fee | 1XCHARGE | 1 | | $10,727.00 | | HW | $10,727.00 |
| **Monthly Recurring Charges** | | | | | | | |
| AZ NG9-1-1 Managed Services - Network | NGR1X | 3 | $800.00 | | 60 | Support | $144,000.00 |
| AZ NG9-1-1 Managed Services - CPE | AE9XP | 3 | $1,200.00 | | 60 | Support | $216,000.00 |
| **TOTAL PRICE: EQUIPMENT (HARDWARE, SOFTWARE, LICENSING)** | | | | | | | **$10,727.00** |
| **TOTAL PRICE: SUPPORT** | | | | | | | **$360,000.00** |
| **TOTAL PRICE: FREIGHT** | | | | | | | **$0.00** |
| **GRAND TOTAL** | | | | | | | **$370,727.00** |

**Note: Changes to configuration may result in pricing changes. This quote also excludes any applicable sales tax, which will be added to the invoice.**

**Customer Signature:** _____

**Job Title:** _____

**Date:** _____

**Customer Signature:** _____

**Job Title:** _____

**Date:** _____ **"Approved as to Form"**

**CenturyLink Signature:** _____

**Job Title:** _____

**Date:** _____

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# Santa Cruz County

## Department Staffing Request

Department Sheriff Date needed A.S.A.P

The position requested is (check whichever applies)

XX to fill a vacancy created by the resignation of Paola Olivas.

_____ a new position

Position Title Accounting Specialist Source of Funding X100-39-00-5103

Position is _____ Temporary Full Time _____ Temporary Part-Time

XX Permanent Full Time _____ Permanent Part-Time

Benefits (if grant Funded)? _____ Yes _____ No

Is new job description required? _____ Yes X No

---

**Personnel Review**

Salary Range 46 Entry Level Salary $27,072

Budgeted Position X Yes _____ No

Personnel Signature _____

---

**Board of Supervisor's Action:**

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

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**SANTA CRUZ COUNTY**
**Public Works Department**
**General Session: April 06, 2016**

MEMORANDUM:

TO: Santa Cruz County Board of Supervisors

THROUGH: Jennifer St John, County Manager
Jesus Valdez, Public Works Director

FROM: Karl O. Moyers, Operations Manager

DATE: March 22, 2016

**Reference:** Disposal of Public Works Department Vehicles and Equipment via auction.

**Background Discussion:**
The Public Works Department has determined that the Vehicles, Heavy Equipment and Equipment on the attached list are no longer needed and would like put them up for auction. The PWD is downsizing its Fleet to bring it into balance with staffing, request for services and improve the overall efficiency of the Department. It is the intent of the Department to seek the best return value on disposal of Fleet items by auction.

The pickup trucks would be auctioned by the County Attorney and the equipment by J J Kane via the State of Arizona for Auction Services Contract (Purchase Order ADSPO12-024425).

**Financial Implications:**
There are no direct costs to the County for trade in. J J Kane gets paid from the proceeds of the Auction. The buyer pays a 10% fee plus internet charges, while the County is charged a 2% Commission.

**Recommendation:**
That the BOS authorize the Public Works Department to dispose via auction of the Vehicle and Equipment identified on the attached list. Utilizing the County Attorney Office for the pickup truck and JJ Kane for the equipment (State of Arizona Purchase Order ADSPO12-024425).

**Proposed Motion:**
I move that the Board of Supervisors authorize the Public Work Department to dispose of the Vehicle and Equipment identified on the attached list. Utilizing the County Attorney Office for the pickup truck and JJ Kane for the equipment (State of Arizona Purchase Order ADSPO12-024425).

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# Board of Supervisors

Santa Cruz County

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

April 6, 2016

To Whom It May Concern:

Santa Cruz County gives J.J. Kane Auctioneers authorization to sell vehicles and/or equipment owned by Santa Cruz County at your auction sales conducted during calendar years 2016 through 2017 in the United States of America.

Sincerely,

_____

Rudy Molera, Chairman

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

# Santa Cruz County

## Equipment Auction Listing

2016 3/17/2016

| Code/Unit# | Name | Year | Make / Model | VIN | Plate # |
|---|---|---|---|---|---|
| **Landfill** | | | | | |
| 160 | Dodge Ram Pick Up 4x4 - 160 - 1 ton Pu | 1999 | Dodge / Ram Pick Up 4x4 | 3B7KF26Z2XM581839 | G-369CE |
| 161 | Dodge Pick Up | 2000 | Dodge / 250 | 3B7KF2627XM581836 | G370 CE |
| 180 | Chevy Pick up | 2001 | Chevy 1 TON | 1GCHK24U61E242074 | G-155CW |
| 198 | Chevy Pick up | 2002 | Chevy 1 TON | 1GCHK24U62E279272 | G-151DF |
| 1672 | John Deere 850c Crawler Dozer - 1672 | 1996 | John Deere / 850c Crawler Dozer | T0850CX821672 | N/A |
| 9627 | John Deere 750b 6way Dozer W/Rop Crawler - | 1989 | John Deere / 750b 6way Dozer W/R | T0750BC729627 | N/A |
| 6634 | 6634 BACKHOE SELF 1.5 CY | 1999 | CAT / 416C | 4ZN16634 | N/A |
| **Traffic/Flood** | | | | | |
| 273 | Ex Chevy Pickup | 2008 | SILVERADO REG CAB | 1GCHK29K38E205159 | G-375FJ |
| **Sonotia Rd Yd** | | | | | |
| 272 | Chevy Pick up | 2008 | Chevy xtra cab | 1GCK29K98E205165 | G-373FJ |
| 269 | Chevy Pick up | 2008 | Chevy Pick up | 1GCHK34K98E203364 | 0 |

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# BOND FOR ISSUANCE FOR DUPLICATE WARRANT

Know all men these presents that the payee undersigned was issued warrant number 636568 on the Treasurer of Santa Cruz County in the amount of $ 147.15, dated on or about 2/5, 20 15 and that said warrant has been irretrievably lost or destroyed, and that (she/he) and (her/his) surety undersigned are held and firmly bond unto Santa Cruz County in double the above amount, for he payment of which each binds himself, his successors and assigns, jointly and severally, firmly by these presents.

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

Signed, executed, and delivered at _____, this 30th day of March, 2016.

EXPORT DEPARTMENT
HARPERCOLLINS LTD
WESTERHILL ROAD
BISHOPBRIGGS
GLASGOW
G64 2QT
9/3/16

Payee: HARPERCOLLINS PUBLISHERS LTD
Address: WESTERHILL ROAD, BISHOPBRIGGS
GLASGOW G64 2QT SCOTLAND

Surety: Blanca Lizarraga
Address: 1374 W. Frontage Rd
Rio Rico, Az 85648

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

On the 30th day of March, 20 16, before me the undersigned notary public, personally appeared the payee _____, and the surety, Blanca Lizarraga, each of whom acknowledged that (s)he executed the foregoing bond.

Notary Public

My Commission Expires:
September 14, 2017

NOTARY PUBLIC
STATE OF ARIZONA
County of Santa Cruz
BLANCA VEGA
My Commission Expires
September 14, 2017