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

   Documents:

   07-06-16.PDF

2. 9:30 A.M. DOCUMENTATION (23.8MB)

   Documents:

   07-06-16.PDF

3. ACTION TAKEN

   Documents:

   07-06-16 ACTION.DOC

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, July 6th, 2016*** at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

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

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

Dated this 30th day of June, 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

July 6, 2016 at 9:30 a.m.

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

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. ADOPTION OF AGENDA

C. CALL TO THE PUBLIC:

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

D. CURRENT EVENTS

1. Board of Supervisors
2. Manager

E. DEPARTMENT REPORTS AND ACTIVITIES

1. Finance: cash & investments, expenditures & revenues reports

F. FLOOD CONTROL

1. Director's/Project Report
2. Monthly Report from City of Nogales
3. Monthly Report from the Town of Patagonia
4. Public Comment

G. JAIL DISTRICT **ACTION TAKEN**

1. Personnel, waive of hiring freeze and authorization to fill vacant full-time Detention Officer position and a part-time Detention Officer position (Req: Tivo Romero) _____

H. ACTION ITEMS

1. Presentation by AmeriCorps NCCC Team on Countywide Work Activities (Req: Darcy Dixon, County Extension Director)
2. Discussion/possible action to approve Amendment No. 2 to the Intergovernmental Agreement with Pima County for Emergency Housing of Domestic Animals (Req: Jose Peña) _____
3. Discussion/possible action to approve WebEOC License Agreement Amendment for the Border Environment Cooperation Commission (BECC) Grant (Req: Hector Gerardo) _____
4. Discussion/possible action to approve Southwest Educational Consulting Associates, Inc. proposals for FY 2016-2017 (Req: Alfredo I. Velasquez) _____
5. Discussion/possible action to approve Maintenance and Support Contract with Motorola for technical support on Sheriff Department Radio Communication System (Req: Raul Mavis) _____
6. Personnel, waive of hiring freeze, authorization to create and fill 4 Deputy Sheriff positions added FY16-17 (Req: Sheriff) _____
7. Personnel, waive of hiring freeze and authorization to fill vacant: _____
   a. Appraiser Assistant position (Req: Felipe Fuentes) _____
   b. Surveillance Officer position (Req: Tivo Romero) _____
   c. 2 Public Safety Tele-Communicator positions (Req: Sheriff) _____
   d. 3 Deputy Sheriff positions (Req: Sheriff) _____
   e. Sergeant position (Req: Sheriff) _____
   f. Court Clerk position, Justice Court #1 (Req: Honorable Judge Velasquez) _____

8. Discussion/possible action to agree to a Release of Specified Claims in the matter of a 2016 Chevrolet Traverse EPA-Estimated Fuel Economy Error (Req: Mary Dahl)
9. Discussion/possible action to approve a Blanket Release of Assurances within the Barrio de Tubac Block Plat (Req: Mary Dahl)
10. Discussion/possible action to approve Resolution # 2016-03, establishing previously unmaintained roads as primitive pursuant to A.R.S. 28-6706 and authorizing Public Works to sign and maintain the roads as primitive (Req: Jesus Valdez)
11. Discussion/possible action to approve Amendment No. 3 to Intergovernmental Agreement Contract No. DI16-002111 with the Arizona Department of Economic Security (Req: Mauricio A. Chavez)
12. Discussion/possible action to approve the State of Arizona Department of Education FY 2017 Adult Education Services contract extension and grant award (Req: Mauricio A. Chavez)
13. Discussion/possible action to approve Intergovernmental Agreement with the Santa Cruz Valley Unified School District #35 for use of Santa Cruz County equipment (Req: County Manager)
14. Discussion/possible action to adopt the Fiscal Year 2016-2017 Tentative Budget (Req: County Manager)
15. Discussion/possible action to award Bid # B-01-16-CO01 for 2016-2017 legal publications and advertising (Req: Clerk)
16. Discussion/ possible action to approve FY17 Victim Compensation Grant Agreement (Req: County Attorney)
17. Discussion/possible action to approve Bonds for Duplicate Warrants: (Req: Clerk)
    a. #4-019354 in the amount of $185.60 dated 03/15/13 payable to Auto Zone
    b. #4-640087 in the amount of $201.00 dated 01/14/16 payable to Skills USA Arizona
    c. #3-227021 in the amount of $10.00 dated 12/18/15 payable to AZ School Administrators (ASA)
18. Tax Valuation Adjustments: (Req: Assessor)
    a. 109-34-057 – Kenneth K. & Malin G. Karrels, Resolution No. 34445
    b. 109-34-057 – Kenneth K. & Malin G. Karrels, Resolution No. 34446
    c. 112-43-001A – Baca Float #3 LLC, Resolution No. 34447
    d. 112-43-001A – Baca Float #3 LLC, Resolution No. 34448
    e. 112-43-006 – Baca Float #3 LLC, Resolution No. 34449
    f. 112-43-006 – Baca Float #3 LLC, Resolution No. 34450
    g. 112-43-029 – Baca Float #3 LLC, Resolution No. 34451
    h. 112-43-029 – Baca Float #3 LLC, Resolution No. 34452
19. Demands
20. Monthly Reports
21. Approval of Minutes: 10/23/15

I. ADJOURNMENT

Posted: 6/30/16 at 4:30 p.m. by LT

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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Santa Cruz County

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Dated this 30th day of June, 2016.

Melinda Meek, Clerk
Board of Supervisors

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

Board of Supervisors

Santa Cruz County

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District 1

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Back to Agenda

CASH AND INVESTMENT REPORT

July 6, 2016

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	**100**	**GENERAL FUND**	**3,908,455**	**71,608**	**7,728,021**	**11,636,476**
225	101	J.P. #1 TIME PAYMENT FEES	40,530			40,530
245	102	J.P. #2 TIME PAYMENT FEES	(5,183)			(5,183)
262	103	J.C.E.F. COURT FEES	135,676			135,676
181	106	EXPED. CHILD SUPPORT & VISITATION	78,699			78,699
180	107	CLERK SUPERIOR COURT RETRIEVAL	78,469			78,469
182	108	SPOUSAL MAINTENANCE FUND	12,267			12,267
183	109	CHILD SUPPORT AUTOMATION FUND	1,853			1,853
125	110	PROSECUTION HIDTA (PIMA)	(39,646)			(39,646)
126	111	ATTORNEY'S DIVERSION PROGRAM	(912)			(912)
127	112	VICTIM RIGHTS NOTIFICATION	8,052			8,052
128	113	BAD CHECK COLLECTION	(2,986)			(2,986)
130	116	COST OF PROSECUTION	(131)		200	68
184	118	DOMESTIC REL. ED. MEDIATION FD	9,348			9,348
258	119	DOMESTIC REL. ED. CHILD ISSUES	21			21
185	122	NON IV-D CONVERSION FUND	707			707
259	125	FILL THE GAP (5%)	83,639			83,639
111	128	RETRIEVAL CONVERSION FUND	91,828		182,454	274,282
227	133	CIRCLES OF PEACE	6,744			6,744
203	134	LEPC GRANT	2,110			2,110
112	135	TAXPAYERS' INFORMATION FUND	57,570			57,570
204	137	PRE-DISASTER MITIGATION	(9,950)			(9,950)
205	139	DOMSTC PREP HAZRD MAT TRAINING	-			-
132	141	FILL THE GAP (ATTORNEY)	9,666			9,666
110	142	ASSESSOR'S RETRIEVAL	67,730			67,730
133	143	5% FTG ALLOC-C.A. 21.61%	35,591			35,591
206	144	EMERGENCY RESPONSE FUND	-			-
228	148	JUSTICE COURT #1 FARE FUND	5,605			5,605
151	151	FEDERAL PROGRAM INCOME-CA	(3,575)			(3,575)
154	154	ADHS OVERTIME 130435-01	-			-
615	155	CASE MANAGEMENT FUND	84,577			84,577
155	156	SLOT GRANT- COUNTY ATTORNEY	(10,487)			(10,487)
676	191	SCHOOL FOREST FEES FUND	21,896			21,896
677	192	EARLY LEARN-LEARNING TOGETHER	15,373			15,373
679	194	READING FIRST-TECH ASSISTANT	5,876			5,876
680	195	CAROL M WHITE - PHYSICAL ED GRANT	-			-
329	197	COMMISSARY FUND	86,626			86,626
117	198	SANTA CRUZ FAIR ASSOCIATION	-			-
257	203	LAW LIBRARY FUND	54,702			54,702
120	204	OLD COURTHOUSE FUND	-			-
105	**205**	**ROAD FUND**	**1,022,411**		**661,748**	**1,684,159**
625	206	WASTE TIRE GRANT (ADEQ)	104,914			104,914
600	207	ANIMAL CONTROL FUND	-			-
601	208	STERILIZATION ENFORCEMENT FUND	37,410			37,410
106	209	ADOT HOUSE BILL 2565	-			-
134	210	ANTI-RACKETEERING #2	(141,888)			(141,888)
135	211	A.C.J.C. PROSECUTION #20	(5,953)			(5,953)
136	212	RESTITUTION--VICTIM COMP	19,969			19,969
138	214	ATTY'S VICTIMS COMP. FUND	(16,673)			(16,673)
326	216	HIDTA 16	-			-
327	217	SHERIFF A.C.J.C. GRANT	(13,771)			(13,771)
139	219	ATTORNEY'S ENHANCEMENT FUND	(25,898)			(25,898)
282	221	JUVENILE PROBATION FEES	107,091		24,930	132,021
263	222	FARE PROGRAM FUND	467			467
280	223	FAMILY COUNSELING GRANT	15,357			15,357
308	224	ADULT PROBATION FEES	283,212		96,502	379,713
140	225	VICTIM ASSISTANCE GRANT	(2,808)			(2,808)
277	226	JCEF-STANDARD	-			-
302	227	JCEF-STATE AID ENHANCEMENT	-			-
281	228	JUVENILE DIVERSION FEES	88,748		3,761	92,509
311	229	JCEF-ADULT INTENSIVE PROBATION	-			-
275	230	PIC-ACT GRANT	10,387			10,387
300	231	COMMUNITY PUNISHMENT PROGRAM	26,751			26,751
274	232	JCEF-JUVENILE INTENSIVE PROB.	-			-
250	233	CASA PROGRAM FUND	2,379			2,379
273	234	JUVENILE INTENSIVE PROBATION	4,740			4,740
310	235	ADULT INTENSIVE PROBATION	9,098			9,098

276	236	STANDARD PROBATION	9,997			9,997
301	237	STATE AID ENHANCEMENT GRANT	3,588			3,588
304	238	DRUG ENFORCEMENT GRANT	-			-
312	239	PROBATION/PAROLE SERVICES	5,379		48,077	53,455
330	240	JAIL ENHANCEMENT GRANT	325,413			325,413
331	242	GOHS GRANT (SHERIFF)	(12,942)			(12,942)
332	243	VICTIM BILL OF RIGHTS	-			-
333	247	CJEF BURGLARY PREVENTION	-			-
683	249	JUVENILE EDUCATION FUND	3,801			3,801
370	250	HEALTH SERVICE FUND	-			-
141	264	F.B.I. SEIZURE GRANT	-		975	975
255	267	TRAFFIC CASE PROCESSING FUND	10,699			10,699
337	268	DOJ BULLET PROOF VEST FUNDING	-			-
377	269	BIO-TERRORISM GRANT	(37,492)			(37,492)
338	270	AATA LAW ENFORCEMENT GRANT	625			625
685	272	TITLE II-A	6,545			6,545
339	273	DUI ENFORCEMENT GRANT	-			-
686	274	TITLE II-D	-			-
142	276	AZ AUTO THEFT AUTHORITY (ATTY)	2,312			2,312
143/342	277	PROGRAM INCOME C.A. & METRO	9,290			9,290
689	280	PART B IDEA BASIC	10,801			10,801
690	281	CHEMICAL ABUSE	-			-
381	284	EBOLA AWARD	(26,400)			(26,400)
346	286	ACJC/JAG UNDER 10K	-			-
344	287	ANTI METH INITIATIVE	-			-
379	288	T.B. GRANT	-			-
283	290	JUV PROB SVC EXTRA FEES > $40	19,921			19,921
307	291	ADULT PROB FEES INTRST COMP 30%	9,841			9,841
309	292	ADULT PROB SVC EXTRA FEES > $40	115,141			115,141
691	299	COUNTY JAIL EDUCATION	70,043			70,043
254	300	COMMUNITY ADVISORY BOARD	23			23
306	301	ADULT PROBATION DRUG TESTING	21,187			21,187
278	302	DIVERSION CONSEQUENCES	383			383
279	303	JUV PROB SVC FUND TREATMENT	7,434			7,434
303	304	DRUG TREATMENT & EDUCATION FUND	11,023			11,023
254	305	JUVENILE COMMUNITY ADVISORY BRD	-			-
305	306	VICTIMS RIGHTS PROBATION	1,337			1,337
251	307	MODEL COURT, CRT IMPROVEMENT	-			-
253	308	CASE PROCESSING IV-D	-			-
252	309	D.E.S. IV-D	(33,874)			(33,874)
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	-			-
260	321	5% FTG ALLOC-SUP CRT 57.37%	542,150			542,150
261	322	5% FTG ALLOC-IND DEF 20.53%	273,115			273,115
313	323	GLOBAL POSITIONING SYSTEM	-			-
800	332	EPA WETLANDS PROTECTION DEV	-			-
209	335	CITIZEN CORPS TRAIN #130405-01	-			-
650	**350**	**FLOOD CONTROL DISTRICT FUND**	**474,323**		**874,934**	**1,349,257**
950	351	FIRE DISTRICT SECONDARY FUND	-	(71,608)		-
352	352	BORDER SECURITY ENHANCEMENT	-			-
651	353	FLOOD CONTROL RESERVE FUND	5,718		16,716	22,434
354	354	ICE GRANT	(68,461)			(68,461)
355	355	OPERATION STONE GARDEN #999435	(322)			(322)
356	356	SLOT GRANT	-			-
357	357	TOHONO O'ODHAM (SO)	-			-
358	358	OPERATION STONE GARDEN #130433-01	1			1
359	359	OPERATION STONE GARDEN #140425	1,023			1,023
360	361	OPERATION STONE GARDEN #150417	(137,236)			(137,236)
725	365	PROFESSIONAL DEVELOPMENT GRANT	-			-
746	377	WIA RAPID RESPONSE	-			-
727/728	380	WIA YOUTH PROGRAM	(28,375)			(28,375)
729	381	WIA GENERAL	6			6
731	383	LAND MANAGEMENT-WIA	-			-
732	384	WIA/TANF SET A SIDE	(1,523)			(1,523)
733	385	DEPT OF EDUC. RECREATION GRANT	2,221			2,221
747	387	ADULT EDUCATION	(12,455)			(12,455)
739	393	WIA ADULT	(17,809)			(17,809)
740	394	WIA DISLOCATED WORKER	(18,249)			(18,249)
741	395	WIA ADMINISTRATION	(2,190)			(2,190)
743	397	WORK INCENTIVE GRANT	-			-
400	408	APRON RECONSTRUCTION	(25,351)			(25,351)

490	415	CDBG PROJECTS	-		-
406	429	FY 2014 CDBG REGIONAL ACCOUNT	-		-
407	430	PHASE 1 - APRON DESIGN	-		-
451	431	RIO RICO RD IMPROVEMENT-CDBG	-		-
412	441	EVIRON ASSESSMENT-LAND ACQ	-		-
414	443	AIRPORT MASTER PLAN UPDATE	6,800		6,800
453	453	CDBG GORRION COURT	-		-
442	486	JAIL DIST CONSTRUCTION/BOND PROCEEDS	107,825	111,219	219,044
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336	51,139	53,475
121	488	BUILDING DEBT SERVICE	263,196	52,022	315,218
325	**489**	**JAIL DISTRICT**	**(74,700)**	**1,681**	**(73,019)**
502	502	TOHONO O'ODHAM (LANDFILL)	-		-
210	503	HAZMAT CAPACITY BUILDING	(33,887)		(33,887)
500	540	LANDFILL	6,318		6,318
501	541	LANDFILL RESERVE FUND	302,271	994,074	1,296,345
602	602	OFFICER SAFETY EQUIPMENT-AC	2,217		2,217
704	659	IDEA BASIC/SECURE CARE (Z-220)	5,626		5,626
701	663	1ST CENT COM. LEARNING (Z-300)	2,460		2,460
706	664	TAYLOR GRAZING FEES (Z-395)	719		719
707	665	STATE CHEMICAL ABUSE (Z-430)	30		30
951	667	INDIRECT COSTS (Z-570)	486		486
699	676	SPECIAL SVCS 15-365 (Z-931)	296,624		296,624
953	677	SCC CONSORTIUM DUES (Z-834)	2,254		2,254
711	687	IDEA BASIC ADULT SECURE CARE	-		-
712	688	JUVENILE DETENTION LEARN	102		102
118	689	HAVA BLOCK GRANT	15,178		15,178
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	5,519		5,519
716	716	TEAM ANONYMOUS	5,406		5,406
717	717	ADOLESCENT WELLNESS NETWORK	13,346		13,346
718	718	DISTRICT #99-INSURANCE FUND	10,176		10,176
719	719	YOUTH CAREER CONNECT GRANT	(46,665)		(46,665)
720	720	HEALTHY STUDENTS	(108,870)		(108,870)
750	750	ADULT EDUCATION - ELAA STATE	2,111		2,111
751	751	ADULT EDUCATION - ELAA FEDERAL	(38,240)		(38,240)
752	752	CAREER & COLLEGE READINESS	-		-
753	753	ADULT EDUCATION - ABE/ASE STATE	802		802
756	756	WIOA TABE 9-10	(28,018)		(28,018)
759	759	WIOA POSTSECONDARY BRIDGE	(4,943)		(4,943)
186	956	EMANCIPATION ADMIN COSTS	66		66
248	974	COURT ENHANCEMENT FEE-JP #2	32,203		32,203
247	975	$13 ASSESSMENT FUND-JP #2	6,447		6,447
231	976	COURT ENHANCEMENT FEE-JP #1	74,570		74,570
230	977	$13 ASSESSMENT FUND-JP #1	33,547		33,547
353	978	OFFICER SAFETY EQUIPMENT-SO	29,561		29,561
148	981	DOMESTIC VIOLENCE STOP GRANT	(31,051)		(31,051)
107	985	PALO PARADO RAILROAD IMPROV	-		-
149	986	VICTIM SERVICES DONATIONS	2,038		2,038
229	987	INCREASING EFFICIENCY	13,469		13,469
289	988	JUV DIVERSION SVC FEES-OVER	7,267		7,267
351	992	FEDERAL PROGRAM INCOME-MTF	6,368		6,368
386	993	MEDICAL RESERVE CORP	22,743		22,743
246	995	JP 2 FARE PROGRAM	1,053		1,053
208	997	CITIZEN CORPS TRAIN #150406-02	(2,581)		(2,581)
383	998	IMMUNIZATION PROGRAM	-		-
264	999	STATE-FILL THE GAP FUND	-		-
		TOTALS FOR ALL FUNDS	**8,796,266**	**10,848,474**	**19,644,740**
		SUSPENSE FUND (AMT. UNAPPORT.)	**0**		

PROJECTED END OF THE MONTH BALANCE
FOR GENERAL FUND

GENERAL FUND NET CASH BALANCE	3,908,455	
PENDING - REVENUE		
AUTO LIEU	80,000	
SALES TAX	150,000	
COUNTY 1/2 CENT TAX	175,000	
APPORTIONMENT AMOUNT	0	
LOTTERY	0	
PENDING - EXPENDITURES		
JULY 6, 2016 EXPENSE WARRANTS	(105,923)	
JULY 8, 2016 PAYROLL WARRANTS	(465,000)	
JULY 20, 2016 EXPENSE WARRANTS	(250,000)	
JULY 22, 2016 PAYROLL WARRANTS	(465,000)	
SPECIAL REVENUE DEFICIT	(1,071,497)	
STATE POOL INVESTMENT	7,728,021	
ESTIMATED E.O.M. BALANCE	**9,684,057**	
DIFFERENCE		**1,408,637**
CASH AT JULY 2015	**8,275,420**	

Jesus J. Valdez, P.E.
General Manager

FLOOD CONTROL DISTRICT
AND
FLOODPLAIN ADMINISTRATION

SANTA CRUZ COUNTY

Project Report
By John Hays

June 2nd, 2016, through July 6th, 2016

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

2. During the month, the ALERT System reported precipitation values ranging from 0.71 inches at the gauge at the Santa Cruz River and Bridge Road in Tubac and Red Mountain outside of Patagonia, to a high of 2.09 inches at the gauge at the intersection of Casa Blanca Road and State Route 82 between Sonoita and Patagonia.

3. District Staff has started a feasibility study to look into the possibility of creating a retention/detention structure upstream of Interstate 19 in the hopes of decreasing the floodplain downstream of I-10 along Western Avenue. Initial indications are that the project is going to be feasible and may cost less than initially assumed. Staff has evaluated the possible alternatives, and decided to move to an alternative that will satisfy ADWR's concerns. The Arizona Division of Emergency Management (ADEM) informed Staff of some grant opportunities (Pre-Disaster Mitigation Grant and Flood Mitigation Assistance Grant) that became open. Staff prepared and submitted a Notice of Intent to Submit to ADEM for determination of eligibility for the Ephraim Canyon Basin Project. Staff prepared and submitted an eGrants application for Flood Mitigation Assistance to finish the design and construct the Ephraim Canyon Basin. Staff has been informed the project was not accepted. Staff will continue to seek other funding opportunities. Staff has received and commented on the Final Draft of the Feasibility Report for the Project. The State of Arizona has also provided information for a new round of possible federal funding. Staff is working on preparing the Notice of Intent to apply. District Staff has been told that the project is ranked #4 out of 10 to be submitted, provided the application

is submitted by April 15th. District Staff has submitted the grant application and is working with the Arizona Division of Emergency Management to perfect the application. Application was submitted to the State of Arizona, who has forwarded it to FEMA for final review and consideration.

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

5. District Staff is working on Notices of Intent (NOI) to try to seek funding for engineering and/or construction for multiple projects, to include the Nogalitos Detention Basin, Mariposa Detention Basin, Baffert Detention Basin, and Potrero Creek Wetland Restoration. District Staff was informed that the Nogalitos Detention Basin was selected as the first alternative for funding by the State. Last week, the State informed Staff that one of the first 10 projects had dropped out and that we are now the 10th ranked project under the PDM and the application needs to be made by April 15th. The grant application has been submitted and District Staff is working with the Arizona Division of Emergency Management to perfect the application. Application has been revised and resubmitted.

6. District Staff received three (2) Site Review Applications. None (0) of the applications were from the City of Nogales.

7. District Staff received nine (8) Floodplain Use Permit applications. Three (3) of the applications were located within the City of Nogales.

8. District Staff reviewed the floodplain status of one-hundred sixty-one (161) properties during the past month. Thirty-nine (39) of the properties was located within the City of Nogales. One (1) of the properties were located in the Town of Patagonia.

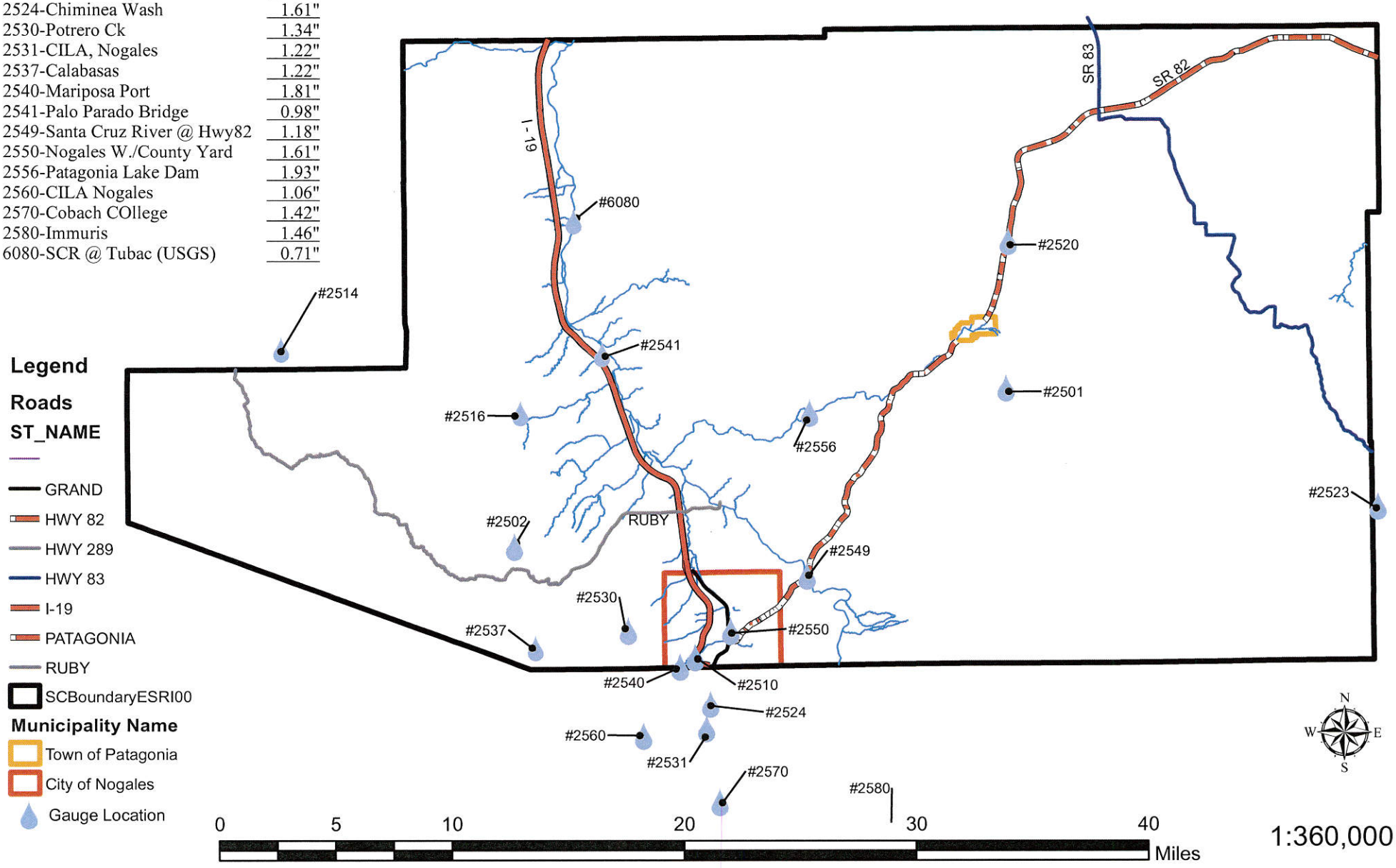
9. District Staff received four (4) drainage complaint. One (1) of the complaints originated within the City of Nogales.

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

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

Santa Cruz County Flood Control District
ALERT System Gauges
June 2016

Gauge #	Precipitation Total
2501-Red Mtn	0.71"
2502-Pena Blanca Lake Dam	1.30"
2510-Ephriam/I19	1.93"
2514-Aravaca Lake	0.43"
2516-Peck Canyon	0.75"
2520-Casa Blanca/SR 82	2.09"
2523-Parker Canyon Dam	0.43"
2524-Chiminea Wash	1.61"
2530-Potrero Ck	1.34"
2531-CILA, Nogales	1.22"
2537-Calabasas	1.22"
2540-Mariposa Port	1.81"
2541-Palo Parado Bridge	0.98"
2549-Santa Cruz River @ Hwy82	1.18"
2550-Nogales W./County Yard	1.61"
2556-Patagonia Lake Dam	1.93"
2560-CILA Nogales	1.06"
2570-Cobach COllege	1.42"
2580-Immuris	1.46"
6080-SCR @ Tubac (USGS)	0.71"



Back to Agenda

Back to Agenda

PROBATION DEPARTMENT
SANTA CRUZ COUNTY

Thomas Fink
Presiding Superior Court Judge

Primitivo Romero III
Chief Probation Officer

To: Board of Supervisors

From: Primitivo Romero III

Re: Request to Waive Hiring Freeze (Detention Officer Positions)

Date: June 17, 2016

Subject: We have a vacant full-time detention officer position and a vacant part-time detention officer position within our Juvenile Detention Services Division.

Request: We respectfully request the Board consider waiving the hiring freeze to allow us to fill both positions.

Implications: The positions are funded through the jail district, and they are budgeted and/or existing positions. They are not new positions.

I will be present for your meeting on Wednesday, July 6, 2016, and I will be glad to answer any questions you may have relating to this request.

Thank you for your time and consideration in this matter.

Santa Cruz County

Department Staffing Request –

Department Probation Date needed: as soon as possible

The positions requested are (check whichever applies)

X to fill two vacant positions (a full-time position and a part-time position)

_____ a new position

Position Title Detention Officer Source of Funding Jail District

Positions are _____ Temporary Full Time _____ Temporary Part-Time

X Permanent Full Time X Permanent Part-Time

Benefits (if grant Funded)? X Yes _____ No (only the full-time)

Is new job description required? _____ Yes X No

Personnel Review

Salary Range 51 Entry Level Salary 30,630

Budgeted Position X Yes _____ No

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

INTEROFFICE MEMORANDUM

TO: BOARD OF SUPERVISORS

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

SUBJECT: APPROVAL TO RENEW INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID FOR EMERGENCY CARE AND HOUSING OF DOMESTIC ANIMALS

CC: JENNIFER ST. JOHN, COUNTY MANAGER

RECOMMENDATION:

STAFF RECOMMENDS THAT THE BOARD APPROVE THE RENEWAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND SANTA CRUZ COUNTY FOR MUTUAL AID FOR EMERGENCY CARE AND HOUSING OF DOMESTIC ANIMALS.

BACKGROUND:

THIS AGREEMENT WILL ALLOW SANTA CRUZ COUNTY TO CONTINUE WITH AN AGREEMENT TO UTILIZE PIMA COUNTY RESOURCES TO AID IN THE HOUSING OF ANIMALS IN AN EVENT OF AN EMERGENCY. PREPERATION FOR AN EMERGENCY IS NEEDED AND SHOULD BE IN PLACE IN CASE IT IS NEEDED.

FINANCAL IMPLICATIONS:

FINANCIAL IMPLICATIONS WILL BE DETERMINED BY SANTA CRUZ COUNTY ANIMAL CARE AND CONTROL UPON NEEDING THE AID FOR HOUSING OF ANIMALS ON A CASE-TO-CASE AND/OR INCIDENT BASIS.

PROPOSED MOTION:

MOVE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND SANTA CRUZ COUNTY FOR MUTUAL AID FOR EMERGENCY CARE AND HOUSING OF DOMESTIC ANIMALS.

Contract No: CTN-HD-12-093 Amendment No: 02

This number must appear on all correspondence and documents pertaining to this contract

AMENDMENT NO. 2 TO THE
INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID FOR EMERGENCY CARE AND HOUSING OF DOMESTIC ANIMALS BETWEEN PIMA COUNTY AND SANTA CRUZ COUNTY
CONTRACT NO. 01-01-S-140904-0608
CTN 12000000000000000093

THIS AMENDMENT to the Intergovernmental Agreement by and between Pima County and Santa Cruz County, political subdivisions of the State of Arizona.

WHEREAS, Pima County and Santa Cruz County have entered into an Intergovernmental Agreement to cooperate in providing mutual aid for emergency care and housing of domestic animals; and

WHEREAS, the Intergovernmental Agreement contains a provision allowing the Parties to modify and extend the Intergovernmental Agreement by mutual agreement; and

NOW, THEREFORE, the following Amendment is agreed upon as follows:

> The Parties to this Intergovernmental Agreement exercise the option to extend the Agreement for a period of five (5) years, beginning July 1, 2016 and ending June 30, 2021.

All other provisions of the Intergovernmental Agreement, not specifically revised by this Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties do hereby agree to carry out the terms of this Amendment to the INTERGOVERNMENTAL AGREEMENT.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

PIMA COUNTY:

Chair
Board of Supervisors

Date JUN 7 2016

ATTEST:

Clerk of the Board
Pima County

Date JUN 7 2016

REVIEWED BY:

5.6.16
Department Representative Date
Pima County Health Department

SANTA CRUZ COUNTY:

Chair
Board of Supervisors

Date

ATTEST:

Clerk of the Board
Santa Cruz County

Date

REVIEWED BY:

Department Representative Date
Santa Cruz County Animal Care & Control

Pursuant to A.R.S. § 11-952(D), the attorney for Santa Cruz County has determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

Deputy County Attorney, Santa Cruz County Date

Pursuant to A.R.S. § 11-952(D), the attorney for Pima County has determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

5.5.16

Deputy County Attorney, Pima County Date

Back to Agenda

EMERGENCY MANAGEMENT
SANTA CRUZ COUNTY

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

To: Board of Supervisors

From: Hector Gerardo, Program Coordinator Office of Emergency Management

Through: Ray Sayre, Director of Emergency Management / Jennifer St. John, County Manager

Date: 6/27/2016 for July 6, 2016 BOS Agenda

Subject:
WebEOC License Agreement Amendment for the Border Environmental Cooperation Commission (BECC) Grant

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

The WebEOC End User License Agreement Amendment replaces the original agreement's Exhibit "A". In addition to containing the previous information, the revised Exhibit "A" adds the number of administrators and users and lists the Sonoran communities that are authorized to use the software.

Recommendation:
The Director of Emergency Management recommends that the agreement amendment related to WebEOC be approved.

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

The grant-funded hosted software is fully funded under the BECC grant to include the WebEOC license for the project jurisdictions, webinar training, and seminar workshops to include travel. The agreement amendment is part of the $30,000 of the $50,000 allocated under the BECC grant and is the same amount as predicted.

Proposed Motions:

I move that the "WebEOC End User License Agreement Amendment for Hosted Implementation", as presented by Emergency Management be approved.

ESi Acquisition, Inc.
WebEOC End User License Agreement
Amendment #1

This Agreement, effective this 23rd day of June 2016, is made by and between ESi Acquisition, Inc., (hereinafter referred to as "ESi"), a Delaware corporation, having its principal place of business at 823 Broad Street, Augusta, Georgia, 30901 and Santa Cruz County, Arizona (hereinafter referred to as "Licensee"), a county organized under the laws of Arizona with the principal business location ar 2150 N. Congress Drive, Suite 110, Nogales, Arizona.

WHEREAS, ESi and Licensee executed a WebEOC End User License Agreement (the "Agreemment") on the 13th day of April 2016;

WHEREAS, ESi and Licensee agree to amend the Agreement to identify entities as Users of the Licensed Software;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and obligations set forth herein, the parties agree to amend the referenced Software Use Agreement above as follows:

1. Exhibit A of the Agreement shall be deleted in its entirety and replaced with the following:

"***EXHIBIT A***

1 *Term*

The initial Term of this Agreement is until December 31, 2016.

2. *Licensed Software*

Licensee has licensed the following Software:

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

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

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

0	Disaster Recovery

3. *Authorized Number of Users*

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

Administrators	3
Users	250 (inclusive of Administrators)

4. *Entities Authorized to Use the Software ("Authorized Entities")*:*

San Luis Colorado Civil Protection, Sonora, Mexico
Address: Avenida Benito Juarez Garcia SN

83449 San Luis Rio Colorado, Sonora

Nogales Civil Protection, Sonora, Mexico
Address: Blvd. San Carlos No. 339

Fracc. San Carlos

Nogales, Sonora, Mexico

Agua Prieta Civil Protection, Sonora, Mexico
Address: Calle 6 y 7 Avenida 16 y 17

Agua Prieta, Sonora

* Licensee may allow the Authorized Entities to access the Software as Users.

5. *Surge Capacity Plan*

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

6. *Emergency Response Program*

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

2. All other provisions of the Agreement remain unchanged and shall remain in full force and effect until such Agreement expires or is otherwise terminated consistent with its terms.

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

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

Back to Agenda

INTEROFFICE MEMORANDUM

TO: Mr. Rudy Molera, SCC Chairman Board of Supervisors

FROM: Alfredo I. Velásquez, SCC Superintendent of Schools

SUBJECT: Southwest Educational Consulting Associates, Inc. Proposal

DATE: June 21, 2016

RECOMMENDATION:

Recommend to Board of Supervisors to approve three proposals for Southwest Educational Consulting Associates, Inc. SWECA to provide consulting services to the Santa Cruz County School Superintendent's Office, Healthy Students Grant and YCC CREO Grant.

BACKGROUND:

SWECA has been under contract to provide management assistance and evaluation services related to different projects under the Santa Cruz County School Superintendents Office. SWECA will ensure that the grants are properly administered and in compliance with the terms and conditions of grant awards.

FINANCAL IMPLICATIONS:

Amounts reflected on proposals presented have been budgeted for FY 16-17.

PROPOSED MOTION:

Move to approve proposals as presented.

SWECA
Southwest Educational Consulting Associates INC.

A PROVEN LEADER providing our clients:

Grant Writing

Evaluation Services

Administrative Services

Business Services

Leadership Development

Human Resources

Professional and Curriculum Development

Program/School Improvement

Risk Management

A PROPOSAL TO:

SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT'S OFFICE

TO PROVIDE

EVALUATION, TECHNICAL ASSISTANCE, AND SUPPORT SERVICES

HEALTHY STUDENTS PROJECT

May 31, 2016

Client Focused Relationship Driven Delivering Results

1424 Nighthawk Dr. Santa Rosa CA 95409

Michael Hughes, Vice President
michaelhughes@cox.net Ph (602) 300- 3056

515 East Medlock Phoenix AZ Phoenix AZ 85012

Philippe Leyva, Director of Business Operations
philippeleyva@gmail.com (619) 770-9066

Phone (602) 955-5340 | www.sweca.info

May 31, 2016

Proposal Submitted to

Santa Cruz County School Superintendent's Office

Purpose:

Conduct an external evaluation and provide management support for the Healthy Student Counseling Grant. The purpose of the support is to ensure the project is implemented as planned and approved and that the services provided by the Superintendent's Office best address the needs of Santa Cruz County and its educational programs.

Work is to be performed under SWECA's Mohave Educational Services contract 12-F-SWECA-0522.

Proposed Contract Period:

July 1, 2016 – June 30, 2017

Background:

In May 2015, the US Department of Education awarded the Superintendent's Office a $1.2 million Elementary and Secondary Counseling grant (Santa Cruz County Healthy Students project). The purpose of this project was to provide, expand, and enhance counseling services to elementary students in the county. Four levels of services are to be provided.

Other grant programs are expected.

The following work plans are submitted to evaluate and provide technical assistance on grant project and provide additional services as requested by the Superintendent's Office.

Proposed Work Plans:

The proposed work will be performed according to the approved contract between SWECA Inc. and Mohave Educational Services Consortium and its members. The proposed cost estimate includes consultant time, expenses, and travel. All costs (personnel, travel, per diem, and lodging) will be charged at daily rate approved by Mohave Educational Services Purchasing Cooperative.

Healthy Students (Counseling) Project: Planned Scope of Work:		
Activity		Projected Hours
Contracted services for program monitoring for compliance with approved application, technical assistance on best and effective practices, monitoring of attendance and classes, evaluation and guidance of program scope and quality, and the training of Director and staff on the program and its management. Projected to be 330 hours of services throughout year.		
1	**Project yearly start up.** Finalize data collection instruments, collect baseline data, train staff on evaluation, and provide initial recommendations to district. Facilitate initial planning-implementation session with staff	40
2	**On-and off site program review.** The evaluator is scheduled to conduct two days of reviews per month. Note, depending on schedules and in an effort to reduce travel costs, this may be adjusted. The schedule will be planned in cooperation with the project Director and if feasible, so the Evaluator can participate in Monthly Planning and Status meetings and/or Quarterly Management and Advisory Board meetings. This type of schedule provides for a monitoring of each school every other month. The responsibility for coordinating compensatory program instruction is the responsibility of the project coordinator.	160
3	**Quarterly and annual analysis and reporting on quality of project implementation and impact of program.** Includes collection of data that could not be collected during on-site visits, collection of project data, and collection of National Evaluation data. Also, includes analysis of data and submittal of reports.	75
4.	Specialized support on project priorities.	55
Total hours		**330**
Daily rate of $110 * 248 hours		$36,300.00
Travel in accordance with MESC approved rates.		$3,700.00
Note, out of state travel costs or travel costs related to special events/ programs (eg. out of state, Mexico) are above and beyond this contract.		
Total contract		**$40,000.00**

Personnel:

SWECA Inc proposes to assign the following staff to this project:

- Mr. Michael Hughes, Vice-President, will be the primary consultant and oversee the projects.
- Ms. Janet Annett, Senior Consultant.
- Other staff must be approved by the Superintendent's Office prior to work being performed and charged.

Michael J. Hughes

Michael J. Hughes	**May 31, 2016**
Vice-President	**Date**

Contact

1424 Nighthawk Dr	**515 East Medlock**
Santa Rosa CA 95409	**Phoenix AZ 85012**
602-300-3056	**602-955-5340**

SWECA
Southwest Educational Consulting Associates INC.

A PROVEN LEADER providing our clients:

Grant Writing

Evaluation Services

Administrative Services

Business Services

Leadership Development

Human Resources

Professional and Curriculum Development

Program/School Improvement

Risk Management

A PROPOSAL TO:

SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT'S OFFICE

TO PROVIDE
EVALUATION, TECHNICAL ASSISTANCE, AND SUPPORT SERVICES

CREO PROJECT

May 31, 2016

Client Focused Relationship Driven Delivering Results

1424 Nighthawk Dr. Santa Rosa CA 95409

Michael Hughes, Vice President
michaelhughes@cox.net Ph (602) 300- 3056

515 East Medlock Phoenix AZ Phoenix AZ 85012

Philippe Leyva, Director of Business Operations
philippeleyva@gmail.com (619) 770-9066

Phone (602) 955-5340 | www.sweca.info

Proposal Submitted to **May 31, 2016**

Santa Cruz County School Superintendent's Office

Purpose:

Conduct an external evaluation and provide management support for the Youth CareerConnect Grant. The purpose of the support is to ensure the project is implemented as planned and approved and that the services provided by the Superintendent's Office best address the needs of Santa Cruz County and its educational programs.

Work is to be performed under SWECA's Mohave Educational Services contract 12-F-SWECA-0522.

Proposed Contract Period:

July 1, 2016 – June 30, 2017

Background:

Pima County awarded a $1.2 million sub-grant to the Santa Cruz County School Superintendent's Office to implement the CREO (Career Educational Opportunities). This is part of a grant awarded by the United States Department of Labor Employment and Training Administration to the Innovation Arizona Consortium Project, Pima County Fiscal Agent. The purpose of the funding is to prepare high school youth for careers in the STEM industries by improving their academic preparation and coordinating the academic programs with career planning and readiness activities.

Other grant programs are expected.

The following work plan is submitted to evaluate and provide technical assistance on grant project and provide additional services as requested by the Superintendent's Office.

Proposed Work Plans:

The proposed work will be performed according to the approved contract between SWECA Inc. and Mohave Educational Services Consortium and its members. The proposed cost estimate includes consultant time, expenses, and travel. All costs (personnel, travel, per diem, and lodging) will be charged at daily rate approved by Mohave Educational Services Purchasing Cooperative.

YCC CREO Project: Planned Scope of Work:		
Activity		Projected Hours
Contracted services for program monitoring for compliance with approved application, technical assistance on best and effective practices, monitoring of attendance and classes, evaluation and guidance of program scope and quality, and the training of Director and staff on the program and its management. Projected to be 456 hours of services throughout year.		
1	**Project start up.** Finalize SY 2016 data collection instruments, collect baseline data, train staff on evaluation, and provide initial recommendations to district. Facilitate initial planning-implementation session with staff	64
2	**On-and off site program review.** The evaluator is scheduled to conduct two days of reviews per month. Note, depending on schedules and in an effort to reduce travel costs, this may be adjusted. The schedule will be planned in cooperation with the project Director and if feasible, so the Evaluator can participate in Monthly Planning and Status meetings and/or Quarterly Management and Advisory Board meetings. This type of schedule provides for a monitoring of each school every other month. The responsibility for coordinating compensatory program instruction is the responsibility of the project coordinator.	216
3	**Quarterly and annual analysis and reporting on quality of project implementation and impact of program.** Includes collection of data that could not be collected during on-site visits, collection of project data, and collection of National Evaluation data. Also, includes analysis of data and submittal of reports.	88
4.	Specialized support on project priorities.	88
Total hours		**456**
Daily rate of $110 * 456 hours		$50,160.00
Travel in accordance with MESC approved rates.		$3,840.00
Note, out of state travel costs or travel costs related to special events/programs (eg. out of state, Mexico) are above and beyond this contract.		
Total contract		**$54,000.00**

Personnel:

SWECA Inc proposes to assign the following staff to this project:

- Mr. Michael Hughes, Vice-President, will be the primary consultant and oversee the projects.
- Ms. Janet Annett, Senior Consultant.
- Other staff must be approved by the Superintendent's Office prior to work being performed and charged.

Michael J. Hughes

Michael J. Hughes	**May 31, 2016**
Vice-President	**Date**

Contact

1424 Nighthawk Dr	**515 East Medlock**
Santa Rosa CA 95409	**Phoenix AZ 85012**
602-300-3056	**602-955-5340**

SWECA
Southwest Educational Consulting Associates INC.

A PROVEN LEADER providing our clients:

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Leadership Development

Human Resources

Professional and Curriculum Development

Program/School Improvement

Risk Management

A PROPOSAL TO:

SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT'S OFFICE

TO PROVIDE
EVALUATION, TECHNICAL ASSISTANCE, AND SUPPORT SERVICES

SPECIAL PROJECTS

May 31, 2016

Client Focused Relationship Driven Delivering Results

1424 Nightthawk Dr. Santa Rosa CA 95409

Michael Hughes, Vice President
michaelhughes@cox.net Ph (602) 300- 3056
Phone (602) 955-5340 | www.sweca.info

515 East Medlock Phoenix AZ Phoenix AZ 85012

Philippe Leyva, Director of Business Operations
philippeleyva@gmail.com (619) 770-9066

Proposal Submitted to **May 31, 2016**

Santa Cruz County School Superintendent's Office

Purpose:

Provide support and technical assistance as needed to the Superintendent's Office related to special projects and programs operated by the Superintendent's Office. The purpose of the support is to ensure projects are implemented as planned and approved and that the services provided by the Superintendent's Office best address the needs of Santa Cruz County and its educational programs.

Work is to be performed under SWECA's Mohave Educational Services contract 12-F-SWECA-0522.

Proposed Contract Period:

July 1, 2016 – June 30, 2017

Background:

The Superintendent's Office has requested support from SWECA Inc. to support the start up of the projects, transition of program management to County staff, and work on special projects.

The following work plan is submitted to evaluate and provide technical assistance on grant project and provide additional services as requested by the Superintendent's Office.

Proposed Work Plans:

The proposed work will be performed according to the approved contract between SWECA Inc. and Mohave Educational Services Consortium and its members. The proposed cost estimate includes consultant time, expenses, and travel. All costs (personnel, travel, per diem, and lodging) will be charged at daily rate approved by Mohave Educational Services Purchasing Cooperative.

Special Projects: Planned Scope of Work:		
Activity		Projected Hours
Contracted services to assist in the establishment and operation of special programs; train and mentor staff. Projected to be 216 hours of services throughout year in accordance with approved work plan. All costs (personnel, travel, per diem, and lodging) will be charged at daily rate approved by Mohave Educational Services Purchasing Cooperative.		
1	To be identified by Superintendent's Office.	216
Total hours		**216**
Daily rate of $110 * 216 hours		$23,760.00
Travel in accordance with MESC approved rates		$1,240.00
Note, out of state travel costs or travel costs related to special events/ programs (eg. out of state, Mexico) are above and beyond this contract.		
Total contract		**$25,000.00**
All work is to be pre-approved by the Superintendent's Office. Superintendent's Office will only be charged for pre-approved work that is performed.		

Personnel:

SWECA Inc proposes to assign the following staff to this project:

- Mr. Michael Hughes, Vice-President, will be the primary consultant and oversee the projects.
- Ms. Janet Annett, Senior Consultant.
- Other staff must be approved by the Superintendent's Office prior to work being performed and charged.

Michael J. Hughes

May 31, 2016

Michael J. Hughes
Vice-President

Date

Contact

1424 Nighthawk Dr
Santa Rosa CA 95409
602-300-3056

515 East Medlock
Phoenix AZ 85012
602-955-5340

Santa Cruz County
Information Technology Department
2150 N. Congress Drive #111 -•- Ph: (520) 375-7817 -•- Fx: (520) 375-7916

6/27/2016

To: Santa Cruz County Board of Supervisors

From: Raul Mavis, Information Technology Director

Subject: Approval of Annual Maintenance Agreement with Motorola

Staff Recommendation

Staff recommends approval of support contract with Motorola

Background

A reliable communication system is vital for the primary mission and efficient operation of Santa Cruz County's Sheriff Department. This department operates continuously to ensure the safety and welfare of County residents, thus a reliable communication system is critical. The Santa Cruz County Sheriff Department utilizes this radio system as the primary mode of communication with deputies and other Santa Cruz County public safety agencies. Therefore, a comprehensive maintenance and support program is required to maintain a reliable and available communications system.

Financial Implications

Total Contract Amount: $117,550.32

Proposed Motion

Move to approve Services Agreement with Motorola

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001010484
Contract Modifier: RN09-FEB-16 08:37:08

Date: 06/20/2016

Company Name:	Santa Cruz County Sheriffs Office
Attn:	RAUL MAVIS
Billing Address:	2150 N Congress Dr Ste 118
City, State, Zip:	Nogales,AZ,85621
Customer Contact:	Raul Mavis
Phone:	(520)375-7817

Required P.O.:	No
Customer # :	1011125847
Bill to Tag # :	0027
Contract Start Date:	07/01/2016
Contract End Date:	06/30/2017
Anniversary Day:	Jun 30th
Payment Cycle:	QUARTERLY
PO # :	

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$443.47	$5,321.64
1	SVC242AC	DISPATCH CENTER LOCATION		
10	SVC244AA	CONVENTIONAL SITE		
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	$426.78	$5,121.36
9	SVC139AA	CONVENTIONAL SITE		
17	SVC140AA	CONVENTIONAL STATION		
5	SVC142AA	CONVENTIONAL OPERATOR POS		
2	SVC148AA	CONVENTIONAL SYSTEM		
1	SVC455AE	DISPATCH SITE		
	SVC01SVC1108C	ASTRO INFRASTRUCTURE REPAIR	$1,356.94	$16,283.28
9	SVC261AB	CONVENTION SITE		
17	SVC263AB	CONVENTIONAL STATION - ASTRO		
5	SVC264AB	CONVENTIONAL OERATOR POSITION		
1	SVC455AE	DISPATCH SITE		
1	SVC719AB	MTR2000		
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	$4,753.80	$57,045.60
9	SVC218AA	ONSITE INFRASTRUCTURE RESPONSE-SITE		
15	SVC219AA	STATION(S)		
5	SVC220AA	OPERATOR POSITIONS		
2	SVC986AA	DISPATCH CENTER LOCATION		
	SVC02SVC0030C	SP - LOCAL REPAIR WITH ONSITE RESPONSE	$2,814.87	$33,778.44
3		APX7500 CONSOLETTE		
1		CHANNEL COMBINER		
4		DIU		
1		NETWORK(S)		
1		SITE(S)		
5		XTL5000 CONSOLETTE		
		Subtotal - Recurring Services	$9,795.86	$117,550.32

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

	Subtotal - One-Time Event Services	$ .00	$ .00
	Total	$9,795.86	$117,550.32
The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration a one-time administrative fee equal to 5% of the subsequent year?s annual contract rate will be billed to the Customer upon reestablishment of the expired service contract. Price with 5% Administration fee once delinquent = $6440.49	Taxes	-	-
	Grand Total	$9,795.86	$117,550.32
	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		

Subcontractor(s)	City	State
MOTOROLA SOLUTIONS-MOTOROLA SECURITY SVCS (DO250)	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
CANYON STATE WIRELESS INC	SIERRA VISTA	AZ

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

Amber Betterman 850-345-1761

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Santa Cruz County Sheriffs Office
Contract Number: S00001010484
Contract Modifier: RN09-FEB-16 08:37:08
Contract Start Date: 07/01/2016
Contract End Date: 06/30/2017

Service Terms and Conditions

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola' s then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that partys reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

Back to Agenda

DEPARTMENT STAFFING REQUEST

DEPARTMENT: Sheriff **DATE NEEDED:** ASAP

The position requested is (check whichever applies)

☒ To fill the four new vacant Deputy positions created by County Manager in FY 16-17.

☐ new position

POSITION TITLE: Deputy Sheriff

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

Benefits (if grant funded)? ☐ Yes ☐ No ☒ N/A

Is new job description required? ☐ Yes ☒ No

PERSONNEL REVIEW:

Salary Range: ~~59~~ 61 Entry Level Salary: $39,207

Budgeted Position: ☒ Yes ☐ No NEWLY BUDGETED FOR F/Y 17

Personnel Signature: _____

BOARD OF SUPERVSIOR'S ACTION:

Agenda Date: _____

☐ Approved: ☐ Not Approved

In-House Advertising Dates: _____

Media Advertising Dates: _____

Santa Cruz County

Department Staffing Request

Department ASSESSOR'S OFFICE Date needed ASAP

The position requested is (check whichever applies)

X to fill a vacancy created by RESIGNATION (POSITION VACANT 2 YEARS)

_____ a new position

Position Title APPRAISER ASSISTANT Source of Funding X100-01

Position is _____ Temporary Full Time _____ Temporary Part-Time

X Permanent Full Time _____ Permanent Part-Time

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

Is new job description required? _____ Yes X No

Personnel Review

Salary Range 43 Entry Level Salary $25,140

Budgeted Position X Yes _____ No

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

Santa Cruz County

Department Staffing Request –

Department Probation Date needed: as soon as possible

The position requested is (check whichever applies)

X to fill a vacant position DUE TO RETIREMENT

_____ a new position

Position Title Surveillance Officer Source of Funding State Grant

Positions are _____ Temporary Full Time _____ Temporary Part-Time

X Permanent Full Time _____ Permanent Part-Time

Benefits (if grant Funded)? X Yes _____ No

Is new job description required? X Yes _____ No (existing one is outdated)

Personnel Review

Salary Range 54 Entry Level Salary $ 32,984

Budgeted Position K Yes _____ No

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

Santa Cruz County

Department Staffing Request

Department Sheriff Date needed A.S.A.P

The position requested is (check whichever applies)

XX to fill two vacancies created by the dismissal of Sylvia Molera and the transfer of Romina Bermudez to Accounting Specialist.

_____ a new position

Position Title Public Safety Tele-Communicator Source of Funding X100-39-~~00~~54-5103

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 ~~49~~51 Entry Level Salary $30,630

Budgeted Position X Yes _____ No

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

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 Deputy Carlos O. Velasco.

_____ a new position

Position Title Deputy Sheriff Source of Funding X100-39-50-5103

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 61 Entry Level Salary $39,207

Budgeted Position X Yes _____ No

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

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 Deputy Oscar Reyna.

_____ a new position

Position Title Deputy Sheriff Source of Funding X100-39-50-5103

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 61 Entry Level Salary $39,207

Budgeted Position X Yes _____ No

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

DEPARTMENT STAFFING REQUEST

DEPARTMENT: Sheriff **DATE NEEDED:** ASAP

The position requested is (check whichever applies)

☒ To fill the vacant Deputy positions created by the promotion of the vacant Sergeant position.

☐ new position

POSITION TITLE: Deputy Sheriff

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

Benefits (if grant funded)? ☐ Yes ☐ No ☒ N/A

Is new job description required? ☐ Yes ☒ No

PERSONNEL REVIEW:

Salary Range: ~~59~~ 61 Entry Level Salary: $ 39,207

Budgeted Position: ☒ Yes ☐ No

Personnel Signature: _____

BOARD OF SUPERVSIOR'S ACTION:

Agenda Date: 7/18/20

☐ Approved: ☐ Not Approved

In-House Advertising Dates: _____

Media Advertising Dates: _____

DEPARTMENT STAFFING REQUEST

DEPARTMENT: Sheriff **DATE NEEDED:** ASAP

The position requested is (check whichever applies)

☒ To fill a vacancy created by the dismissal of Travis Arnold.
☐ a new position

POSITION TITLE: SERGEANT

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

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

PERSONNEL REVIEW:

Salary Range: 67~~6~~9 Entry Level Salary: $ 47,772

Budgeted Position: ☒ Yes ☐ No

Personnel Signature: _____

BOARD OF SUPERVSIOR'S ACTION:

Agenda Date: _____
☐ Approved: ☐ Not Approved

In-House Advertising Dates: _____

Santa Cruz County

Department Staffing Request

Department Justice of the Peace #1 Date needed 6/29/2016

The position requested is (check whichever applies)

XX to fill a vacancy created by Paola Chavira (TERMINATED)

_____ a new position

Position Title Court CLerk Source of Funding General Fund

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 XX No

Personnel Review

Salary Range 44 Entry Level Salary $25,766

Budgeted Position X Yes _____ No

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

SANTA CRUZ COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION
Meeting Date: July 6, 2016

To: Board of Supervisors

From: Mary Dahl, Director

Thru: Jennifer St. John, County Manager

Date: June 29, 2016

Subject: Discussion and Possible Action to Agree to a Release of Specified Claims in the matter of a 2016 Chevrolet Traverse EPA-fuel Economy Error.

Recommendation: Agree to the Release of Specific Claims.

Background: The Building Division of the Department of Community Development procured a 2016 Chevrolet Traverse this year. Last week, the Department received correspondence from General Motors Fleet division informing that "an inadvertent error" had been made in the EPA-estimated fuel economy shown on the window labels. As a result of this error, General Motors is prepared to send the County a check for $1,500 provided, however, that the County agree to a release of specified claims. These include "all claims, demands, actions, or causes of action, either known or unknown, against the persons or entities … arising out of or in any way related to, an error concerning EPA estimated fuel economy on the window label of 2016 … Chevrolet Traverse vehicles … which caused the EPA estimated fuel mileage to be over stated by 1 or 2 miles per gallon on the window label…." Of course, the entire Release is a full 1 ½ pages of single spaced text, but that seems to be the gist of it.

In order to request the reimbursement for the "expected incremental EPA-estimated fuel cost" on the GM Fleet website and receive the $1,500 check made out to Santa Cruz County, I will need to agree to this Release on-line.

Since only the Board of Supervisors can agree to waive its litigation rights, this item has been placed on your agenda for your consideration.

The County Attorney's Office is aware of this request.

Financial Implications: $1,500 to the good.

Proposed Motion: "Mr. Chairman, I move to authorize the Director of Community Development to agree to the legal release of claims in the matter of reimbursement for the EPA-estimated fuel economy error on the window label of the new 2016 Chevrolet Traverse vehicle."

Attachments: Release of Specified Claims form.

GENERAL MOTORS FLEET

Sant Cruz County
ATTN: Mary Dahl
275 Rio Rico Dr.
Rio Rico, AZ 85648
VINs: Enclosed
ACCOUNT ID: 800770
PIN: F73DF6
gmfleet.com/fueleconomyoffer

June 20, 2016

Dear Mary,

We wanted to let you know that we discovered an inadvertent error in the EPA-estimated fuel economy shown on the window label(s) for your 2016 Chevrolet Traverse vehicle(s).

We apologize for this mistake and would like to offer you reimbursement for the expected incremental EPA-estimated fuel cost. On the back of this letter is a chart that shows you the "before" and "after" incremental EPA-estimated fuel cost on the window label. We have multiplied the appropriate incremental fuel cost by the number of involved vehicles you own to calculate your total reimbursement, which is $1,500. This amount will be delivered via a check made out to Sant Cruz County. To obtain reimbursement, please log in online at **gmfleet.com/fueleconomyoffer**. You'll need your ACCOUNT ID and PIN (printed on each page of this letter for your convenience) to log in.

Carefully review the list of involved VINs (purchase/lease) on the following page(s) to ensure accuracy against your vehicle inventory.

Enclosed with this letter you will find a copy of the legal release of claims, which you will have to agree to on the website to receive reimbursement related to this error. Please carefully review the release to ensure you fully understand its terms. Once you have reviewed the release, you will need to log in to **gmfleet.com/fueleconomyoffer**, where you will be asked to confirm the list of involved VINs and agree to the release. **Please take action no later than September 1, 2016.**

If you have any questions, please call our General Motors Fleet Action Center at 1-800-FleetOp (1-800-353-3867). Press prompt #5. Hours of operation are 8 a.m.–6 p.m., Monday–Friday (EST).

Our goal is to provide commercial and fleet customers with great products, innovative business solutions and an exceptional customer experience. General Motors Fleet will continue to earn your business every day.

Regards,

Ed Peper

Ed Peper
U.S. Vice President, General Motors Fleet

0010135

RELEASE OF SPECIFIED CLAIMS

MUST BE AGREED TO PRIOR TO RECEIVING REIMBURSEMENT

1. This is a release ("Release") of any and all claims, demands, actions, or causes of action, either known or unknown, against the persons or entities identified below in Paragraph 2.a ("the Released Parties") arising out of or in any way related to, an error concerning EPA estimated fuel economy on the window label of 2016 model Buick Enclave, GMC Arcadia or Chevrolet Traverse vehicles ("the Subject Vehicles") which caused the EPA estimated fuel mileage to be over stated by 1 or 2 miles per gallon on the window label and the expected fuel costs shown on the window label to be understated by $750 for all front wheel drive models and the all-wheel drive Buick Enclave or $1,500 for the all-wheel drive GMC Arcadia and Chevrolet Traverse. The same incorrect EPA estimated fuel economy estimates were also published in General Motors advertisements and marketing materials for the Subject Vehicles.

2. The entity that purchased or leased one or more of the Subject Vehicles is subject to and bound by this release and is hereinafter referred to as "Releasor". In consideration for the compensation to be paid by General Motors LLC for this window label error, based on the vehicle identification numbers shown on the reimbursement website, gmfleet.com fuel economy offer, which list Releasor has reviewed and approved, Releasor hereby freely and voluntarily execute this Release and acknowledges, understands, and agrees to the following:

   a. By agreeing to this Release, Releasor forever waives and releases all claims, damages, demands, costs, actions, or causes of action, either known or unknown, that Releasor may have or may hereafter have against anyone who is or could be responsible or liable for the incorrect EPA fuel economy and fuel cost estimates, referenced in paragraph 1 above, being displayed on the window labels of the Subject Vehicles or the incorrect EPA fuel economy and fuel cost estimates being published in any marketing or advertising materials for the Subject Vehicles ("the Mistaken EPA Fuel Economy Issue"). This release is in favor of and includes General Motors Company, General Motors LLC, General Motors Holdings LLC, as well as all of their respective officers, directors, agents, employees, servants, subsidiaries, affiliated companies, subsidiaries, parent companies, insurers, authorized dealers, suppliers, divisions, predecessors, successors, heirs, and assigns (the "Released Parties").

   b. This Release applies to all claims, demands, actions, or causes of action, either known or unknown, against the Released Parties regardless of the legal or equitable theory (including, but not limited to, theories under federal, state or local law, and including without limitation statutory law, regulation, common law, strict liability, negligence, gross negligence, punitive damages, breach of warranty, misrepresentation, breach of contract, fraud, and all other legal and equitable theories), whether existing now or arising in the future, and which arise out of or in any way relate to the Mistaken EPA Fuel Economy Issue. Releasor further waives any and all rights under California Civil Code Section 1542 notwithstanding any provision to the contrary. Section 1542 provides as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

   c. Releasor acknowledges that there may be information or facts that are different from, in addition to, and/or contrary to those that Releasor now knows or understands to be true with respect to the Mistaken EPA Fuel Economy Issue, and that there may be damages, losses, costs, and expenses arising out of or related to the Mistaken EPA Fuel Economy Issue of which Releasor is not currently aware or which are unanticipated at this time. By signing this Release, Releasor acknowledges that Releasor forever waives and discharges any rights which Releasor may have against the Released Parties for any such claim which may arise in the future and that this Release shall be and remain effective in all respects, notwithstanding any such additional, and/or contrary information or facts.

   d. Releasor understands and acknowledges that the reimbursement amount offered by General Motors is made without any admission of liability or wrongdoing by any of the Released Parties and without any acknowledgement by any of the Released Parties that Releasor may bring any claim or cause of action against any of them.

e. Releasor agrees not to file, commence, or participate in any legal proceeding against the Released Parties with respect to the Mistaken EPA Fuel Economy Issue. To the extent Releasor has already initiated or participated in any legal proceeding against the Released Parties with respect to Mistaken EPA Fuel Economy, Releasor represents that Releasor, or my attorneys at my direction, have or will dismiss the Released Parties from any such legal proceeding with prejudice, and that Releasor will provide proof of such dismissal to the Released Parties within 14 days of executing this Release.

f. This Release is intended to be full, final, and complete and shall not be subject to any claim of mistake of fact or law. This Release shall be binding upon any agents, servants, beneficiaries, legal representatives, affiliates, subsidiaries, assigns, executors, successors, and administrators of Releasor.

g. Releasor is agreeing to this Release voluntarily and in good faith and with the specific intent of settling any claim Releasor may have against the Released Parties arising out of or related to the Mistaken EPA Fuel Economy Issue.

h. Releasor acknowledges the opportunity to obtain the advice of an attorney of Releasor's choosing and at Releasor's own cost before signing this Release. Releasor has carefully read and understand the entirety of this Release. Releasor has received no inducements from anyone to influence Releasor into signing this Release. Releasor is executing this Release solely in reliance upon Releasor's own knowledge, belief, and judgment, and not upon the representations of any other person.

i. By accepting and agreeing to this Release, I represent that I have full capacity, right and authority, legal and otherwise, to enter into this Release on behalf of Releasor .Releasor agrees it has not transferred or assigned any of Releasor's rights or recovery against Released Parties. General Motors LLC shall have the right to recoup from Releasor any compensation paid pursuant to this Release if the person accepting and agreeing to this Release on its behalf did not have authority to bind Releasor.

3. If any provision of this Release is held to be illegal, invalid, or unenforceable, Releasor understands and agree that such provision shall be fully severable and the remainder of the Release shall be enforceable as if such provision had not been included in the Release.

4. Releasor understands and acknowledges that this Release shall be governed in all respects by the law of the state in which Releasor resides at the time of agreeing to the Release.

5. By agreeing to this Release, Releasor acknowledges and agrees to all of the terms and conditions set forth in this Release.

Back to Agenda

Important information on your 2016 General Motors vehicles.

0010135

ORIGIN ID:MTCA (313) 667-8071
RECEIVING
GENERAL MOTORS
2455 FEATHERSTONE RD.

AUBURN HILLS, MI 48326
UNITED STATES US

SHIP DATE: 20JUN16
ACTWGT: 1.00 LB
CAD: 107269858/WSXI2800
DIMS: 1x12x9 IN

BILL SENDER

TO MARY DAHL
SANT CRUZ COUNTY
275 RIO RICO DR

RIO RICO AZ 85648
(999) 999-9999 REF 100032179
INV:
PO: DEPT:

540J2/30BD/727F

FedEx Express

E

J161016020501uv

GENERAL MOTORS FLEET

TUE - 21 JUN 12:00P
PRIORITY OVERNIGHT

TRK# 0201 7833 9933 1636

DSR
85648
AZ-US TUS

XX PGAA

SANTA CRUZ COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION
Meeting Date: July 6, 2016

To: Board of Supervisors
From: Mary Dahl, Director
Thru: Jennifer St. John, County Manager
Date: June 29, 2016

Subject: Discussion and Possible Action to Approve a Blanket Release of Assurances within the Barrio de Tubac Block Plat.

Recommendation: Authorize the Chairman to sign the Release form as presented.

Background: Over the past 16 years, the Barrio de Tubac development has grown from the original ten lot Block Plat to a built environment of mixed type residential and commercial land uses. Approximately 490 individual residential lots were created through the recording of several plats. Each of those plats were accompanied by third party trust and land development agreements that ensured for the County that required improvements serving the lots would be installed by the developer. Unique to this master plan is the fact that all of the streets are private and controlled by a master homeowners association. Also unique are a number of common areas also controlled by HOAs.

As the lots were sold, they would be released from the trust by the County. As with any process, however, things got overlooked or buried in other minutia. Such is the present case.

The developer's favored title company, Title Guaranty Assurance, went out of business. At that time, much of the land held in trust was transferred to Lawyers Title Agency. That agency is no longer going to be in the trust business in Santa Cruz and Cochise Counties because they do not have title plants in our locations. As such, the developer has had to find another title company to act as trustee for these agreements. During the course of this work, the developer and title company discovered that there still were many pieces of property within the Barrio de Tubac that were still in the various trusts. Some are individual, unbuilt residential lots and some are the common areas and streets within the master planned area.

To clean this up, a blanket release of all outstanding properties within the areas where the infrastructure is complete must be approved and recorded. Once this is done, the title company can release them from the trust and move toward their goal of getting out of the trust business here in Santa Cruz County.

Those properties still in a trust in areas where the infrastructure is not complete will have to be transferred to a new trust by the developer. That will come before the Board in the future once the new trustee is identified.

Financial Implications: None.

Proposed Motion: Mr. Chairman, I move to authorize the blanket release of assurances for the Barrio de Tubac as presented.

Attachments: Release Form with Exhibit A

BLANKET RELEASE
BARRIO DE TUBAC

Those certain Land Development and Assurance Agreements for Construction of Subdivision Improvements between the **County of Santa Cruz, a political subdivision of the State of Arizona ("the County")**, and the **Developers** as variously incorporated and named, and the **Trustees**, entered into and recorded between 1998 and the present as regarding the following subdivisions:

- Barrio de Tubac Block Plat - Book 4, Page 82 – Recorded February 3, 1998
- San Miguel Patio Homes - Book 4, Page 95 – Recorded August 20, 2002
- Santiago at Barrio de Tubac Phase 1 - Book 4, Page 97 – Recorded November 19, 2002
- Cielito II - Book 4, Page 102 – Recorded January 27, 2004
- Trails Head at Barrio de Tubac Phase I - Book 4, Page 107 – Recorded June 22, 2004
- Trails Head at Barrio de Tubac Phase II - Book 4, Page 110 – Recorded January 12, 2005
- Santiago at Barrio de Tubac Phase 2 - Book 4, Page 111 – Recorded January 19, 2005
- Embarcadero - Book 4, Page 118 – Recorded April 20, 2005

and the Developers therein having complied and completed certain improvements in accordance with the specifications of the County, therefore the Developer hereby requests and the County hereby agrees to release the property described in Exhibit A attached.

In witness whereof, the County has executed this Blanket Release dated this 6th day of July, 2016.

SANTA CRUZ COUNTY, ARIZONA
BOARD OF SUPERVISORS

_____
Rudy Molera, Chairman

ATTEST:

_____
Melinda Meek, Clerk of the Board

APPROVED AS TO FORM:

_____
Charlene Laplante, Chief Deputy County Attorney, Civil

Back to Agenda

EXHIBIT A

112-44-364	Santiago	Barrio Phase 2 Lot 44		112-44-252	Cielito II Common Area "B"
112-44-371	Santiago	Barrio Phase 2 Lot 51		112-44-220	Santiago Phase 1 Common Area "D"
112-44-372	Santiago	Barrio Phase 2 Lot 52		112-44-355	Santiago Phase 2 Common Area "A"
112-44-375	Santiago	Barrio Phase 2 Lot 55		112-44-218	Santiago Phase 1 Common Area "B"
112-44-376	Santiago	Barrio Phase 2 Lot 56		112-44-356	Santiago Phase 2 Common Area "B"
112-44-377	Santiago	Barrio Phase 2 Lot 57			
112-44-378	Santiago	Barrio Phase 2 Lot 58		112-44-095	Barrio de Tubac Block Plat Common Area "C"
112-44-379	Santiago	Barrio Phase 2 Lot 59		112-44-276	Trails Head Common Area "B"
112-44-380	Santiago	Barrio Phase 2 Lot 50		112-44-306	Trails Head Common Area "A"
112-44-382	Santiago	Barrio Phase 2 Lot 62		112-44-217	Santiago Phase I Common Area "A"
112-44-278	Trails Head	Barrio Lot 8		112-44-219	Santiago Phase I Common Area "C"
112-44-279	Trails Head	Barrio Lot 9		112-44-400	Embarcadero Common Area "B"
112-44-280	Trails Head	Barrio Lot 10		112-44-399	Embarcadero Common Area "A" and P.A.A.L.
112-44-281	Trails Head	Barrio Lot 11			
112-44-282	Trails Head	Barrio Lot 12		112-44-088	Barrio de Tubac Block Plat Common Area "A"
112-44-324	Trails Head	Barrio Lot 37		112-44-097A	Barrio de Tubac Common Area "B"
112-44-335	Trails Head	Barrio Lot 48			
112-44-336	Trails Head	Barrio Lot 49			
112-44-337	Trails Head	Barrio Lot 50		112-44-089C	Barrio de Tubac Block 1
112-44-339	Trails Head	Barrio Lot 52			
112-44-345	Trails Head	Barrio Lot 58		112-44-091B	Barrio de Tubac Block 3 (portion)
112-44-346	Trails Head	Barrio Lot 59			
112-44-300	Trails Head	Barrio Lot 76			
112-44-302	Trails Head	Barrio Lot 78			
112-44-304	Trails Head	Barrio Lot 80			
112-44-581	Sentinel Hill	Barrio Lot 181			
112-44-582	Sentinel Hill	Barrio Lot 182			
112-44-583	Sentinel Hill	Barrio Lot 183			
112-44-584	Sentinel Hill	Barrio Lot 184			
112-44-585	Sentinel Hill	Barrio Lot 185			
112-44-586	Sentinel Hill	Barrio Lot 186			
112-44-587	Sentinel Hill	Barrio Lot 187			
112-44-590	Sentinel Hill	Barrio Lot 190			
112-44-591	Sentinel Hill	Barrio Lot 191			
112-44-592	Sentinel Hill	Barrio Lot 192			
112-44-593	Sentinel Hill	Barrio Lot 193			
112-44-594	Sentinel Hill	Barrio Lot 194			
112-44-595	Sentinel Hill	Barrio Lot 195			
112-44-596	Sentinel Hill	Barrio Lot 196			
112-44-597	Sentinel Hill	Barrio Lot 197			
112-44-598	Sentinel Hill	Barrio Lot 198			
112-44-599	Sentinel Hill	Barrio Lot 199			
112-44-600	Sentinel Hill	Barrio Lot 200			
112-44-601	Sentinel Hill	Barrio Lot 201			
112-44-602	Sentinel Hill	Barrio Lot 202			
112-44-603	Sentinel Hill	Barrio Lot 203			
112-44-605	Sentinel Hill	Barrio Lot 205			
112-44-608	Sentinel Hill	Barrio Lot 208			
112-44-609	Sentinel Hill	Barrio Lot 209			
112-44-610	Sentinel Hill	Barrio Lot 210			
112-44-611	Sentinel Hill	Barrio Lot 211			
112-44-615	Sentinel Hill	Barrio Lot 215			
112-44-616	Sentinel Hill	Barrio Lot 216			
112-44-624	Sentinel Hill	Barrio Lot 224			

Back to Agenda

SANTA CRUZ COUNTY
PUBLIC WORKS DEPARTMENT
General Session: March 16, 2016

To: Board of Supervisors

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

Through: Jennifer St. John, County Manager

Date: March 16, 2016

Subject: Discussion and Possible action to approve Resolution # 2016-03, establishing previously unmaintained roads as primitive pursuant A.R.S. 28-6706 and authorizing Public Works to sign and maintain the roads as primitive.

Recommendation: Approve Resolution # 2016-03, establishing previously unmaintained roads as primitive pursuant A.R.S. 28-6706 and authorizing Public Works to sign and maintain the roads as primitive.

Background: A.R.S 28-6706 allows previously unmaintained roads to be reclassified into a Primitive Road classification providing the roads meet the criteria within the statute. "Exhibit A" is a list of roads, compiled by Public Works personnel. Because of the requirements of signage and maintenance to make some of these roads passable, Public Works has elected to phase the acceptance of the roads.

Financial Implications: Cost for implementing is minor. It requires sign changes and minor grading. The funding source is Fund X105 (Road Fund).

Proposed Motions: "Mr. Chairman, I move to approve Resolution # 2016-03, establishing previously unmaintained roads as primitive pursuant A.R.S. 28-6706 and authorizing Public Works to sign and maintain the roads as primitive.

Attachments: Exhibit "A"

RESOLUTION # 2016-03

A RESOLUTION OF THE BOARD OF SUPERVISORS, SANTA CRUZ COUNTY, ARIZONA ESTABLISHING PREVIOUSLY UNMAINTAINED ROADS IN THE COUNTY AS PRIMITIVE PURSUANT TO ARIZONA REVISED STATUTES 28-6706 AND AUTHORIZING PUBLIC WORKS TO SIGN AND MAINTAIN THE ROADS AS PRIMITIVE

WHEREAS, the Santa Cruz County Board of Supervisors is authorized pursuant to A.R.S. 28-6706 to designate a road as a primitive road and place signs that state "Primitive road, caution, use at your own risk. This surface is not regularly maintained"; and

WHEREAS, the Santa Cruz County Board of Supervisors is authorized pursuant to A.R.S. 28-6701 to establish or alter any local highway in the County.

NOW, THEREFORE, BE RESOLVED that the Santa Cruz County Board of Supervisors hereby establishes the roads presented in Exhibit "A", attached hereto as primitive roads.

BE IT FURTHER RESOLVED that all approved primitive roads in Santa Cruz County shall be posted with signs that state "PRIMITIVE ROAD, CAUTION, USE AT YOUR OWN RISK, THIS SURFACE IS NOT REGULARLY MAINTAINED", in locations adequate to warn the public.

BE IT FURTHER RESOLVED that neither Santa Cruz County nor its employees are liable for damages or injuries resulting from the use of primitive roads approved under this Resolution and pursuant to A.R.S. 28-6706, except for intentional injuries or gross negligence caused by an employee acting within the scope of employee's employment.

BE IT FURTHER RESOLVED that this Resolution shall become effective thirty (30) days from the adoption of this Resolution

PASSED AND APPROVED by the majority vote of the Board of Supervisors at their regular meeting of **July 6th, 2016**.

SANTA CRUZ COUNTY
BOARD OF SUPERVISORS

_____
Rudy Molera, Chairman

_____
Manny Ruiz, Vice-Chairman

_____
John Maynard, Member

ATTEST:

_____
Melinda Meek, Clerk of the Board

APPROVED AS TO FORM:

_____
Charlene LaPlante
Deputy County Attorney, Civil

EXHIBIT "A"

PRIMITIVE ROADS LIST # 4
RESOLUTION 2016-03

ROAD NAME	FT	Miles
Agata CT	1020	0.19
Ponca CT	400	0.07
Antonio CT	500	0.09
Silk LN	450	0.08
Pepper LN	700	0.13
Acoma CT	500	0.09
Aragon LN	1200	0.22
Bird LN	820	0.15
Ivory LN	700	0.13
Arawak CT	1250	0.23
Condor CT	980	0.18
Old Duquesne RD	20064	3.80
Appaloosa RD	4060	0.76
		6.12

Back to Agenda

Santa Cruz County Workforce Development

TO: Santa Cruz County Board of Supervisors

FROM: Mauricio A. Chavez
Director of Finance & Administrative Services

CC: Jennifer St. John
County Manager

DATE: July 6, 2016

SUBJECT: Arizona Department of Economic Security Intergovernmental Agreement
Contract # DI16-002111 Amendment #3

STAFF RECOMMENDATION:
Staff recommends to the Board approval of the Intergovernmental Agreement #DI16-002111 Amendment #3 with the Arizona Department of Economic Security

BACKGROUND:
The Intergovernmental Agreement Amendment #3 increases PY16/FY17 funding for contract DI16-002111 in the amount of $750,919.

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

PROPOSED MOTION:
Move to approve the Intergovernmental Agreement Contract #DI16-002111 amendment #3 with the Arizona Department of Economic Security.

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

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

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

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

PY	2016	AD Admin	$2,862
PY	2016	YT Admin	$24,772
PY	2016	DW Admin	$3,928
FY	2017	AD Admin	$19,614
FY	2017	DW Admin	$20,931
PY	2016	Youth	$222,955
PY	2016	Adult	$25,759
FY	2017	Adult	$176,533
PY	2016	DW	$35,355
FY	2017	DW	$188,379
PY	2016	RR	$4,714
FY	2017	RR	$25,117

This is an increase of $750,919

The reimbursement ceiling is increased from $1,402,266 to $2,153,185

Attachment B, Allocation by Program and Fiscal Year, updated 6/20/2016 is revised and attached and reflects all current totals by Program and Fiscal Year.

Pursuant to Section 4.0 Amendments or Modification, the following Term is added.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Department may, by written notice to the Contractor, immediately terminate this Contract if ADES determines that the Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the contractor becomes suspended or debarred, the Contractor shall immediately notify ADES. Contractors must not make any award or permit any award (sub-recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive order 12549 and 12689.

The Contractor certifies to the best of its knowledge and belief, that it and it's sub-recipients:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

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

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

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

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

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

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

DI16-002111 A3

Attachment B - WIOA Allocation by Program and Fiscal Year
Update 6/20/2016

Vendor Name: Santa Cruz
Contract # DI16-002111

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

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

Funding provided by U.S Department of Labor

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

						DI16-002111 A2
PY_FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2014	AD ADMIN	$1,566	7/1/2014	6/30/2016	8/15/2016
PY	2014	YT ADMIN	$ 22,168	4/1/2014	6/30/2016	8/15/2016
PY	2014	DW ADMIN	$ 3,135	7/1/2014	6/30/2016	8/15/2016
FY	2015	AD ADMIN	$ 20,559	10/1/2014	6/30/2016	8/15/2016
FY	2015	DW ADMIN	$ 8,664	10/1/2014	6/30/2016	8/15/2016
PY	2014	YOUTH	$ 169,997	4/1/2014	6/30/2016	8/15/2016
PY	2014	ADULT		7/1/2014	6/30/2016	8/15/2016
FY	2015	ADULT	$ 154,364	10/1/2014	6/30/2016	8/15/2016
PY	2014	DW	$ 28,211	7/1/2014	6/30/2016	8/15/2016
FY	2015	DW	$ 170,792	10/1/2014	6/30/2016	8/15/2016
PY	2014	RR	$ 3,472	7/1/2014	6/30/2016	8/15/2016
FY	2015	RR	$ 21,021	10/1/2014	6/30/2016	8/15/2016
FY	2015	DW Nat Res Trans	$ 21,237	7/1/2015	12/31/2016	1/30/2017
			$625,186.00			

DI16-002111 A3

Note : The final close out packet for the PY16/FY17 allocation is due to DES on or before 8/01/2019

PY/FY	Year	Program	Amount	Begin Date	End Date	Final Expenditure / Cash Report Submission Date
PY	2016	AD Admin	$ 2,862	07/01/16	06/30/18	August 15, 2018
PY	2016	YT Admin	$ 24,772	04/01/16	06/30/18	August 15, 2018
PY	2016	DW Admin	$ 3,928	07/01/16	06/30/18	August 15, 2018
FY	2017	AD Admin	$ 19,614	10/01/16	06/30/18	August 15, 2018
FY	2017	DW Admin	$ 20,931	10/01/16	06/30/18	August 15, 2018
PY	2016	Youth	$ 222,955	04/01/16	06/30/18	August 15, 2018
PY	2016	Adult	$ 25,759	07/01/16	06/30/18	August 15, 2018
FY	2017	Adult	$ 176,533	10/01/16	06/30/18	August 15, 2018
PY	2016	DW	$ 35,355	07/01/16	06/30/18	August 15, 2018
FY	2017	DW	$ 188,379	10/01/16	06/30/18	August 15, 2018
PY	2016	RR	$ 4,714	07/01/16	06/30/18	August 15, 2018
FY	2017	RR	$ 25,117	10/01/16	06/30/18	August 15, 2018
TOTAL			$ 750,919			

Santa Cruz County Continuing Education

TO: Santa Cruz County Board of Supervisors

FROM: Mauricio A. Chavez
Director of Finance & Administrative Services

CC: Jennifer St. John
County Manager

DATE: July 6, 2016

SUBJECT: State of Arizona Department of Education,
FY 2017 Adult Education Services Contract Extension & Grant Award

STAFF RECOMMENDATION:
Staff recommends approval of the FY 2017 Adult Education Services Contract Extension & Grant Award

BACKGROUND:
The Santa Cruz County Continuing Education program received confirmation of grant awards from the State of Arizona Department of Education Adult Education Services for FY 2017 contract extension for the following programs:

2017 ABE/ASE – State	$11,649
2017 ABE/ASE – Federal	$26,639
2017 ELAA – State	$79,645
2017 ELAA – Federal	$53,711
2017 PL Set Aside – Federal	$23,840
2017 WIOA-S – Federal	$42,911

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

PROPOSED MOTION:
Move to approve the FY 2017 Adult Education Services Contract Extension & Grant Award

State of Arizona
Department of Education

June 13, 2016

Sylvia Godinez
Santa Cruz County Continuing Ed.
610 N. Morley
Nogales, AZ 85621

Dear Ms. Sylvia Godinez,

This is confirmation of your FY 2017 (July 1, 2016-June 30, 2017) Adult Education Services grant award which was approved by the Arizona State Board of Education at their May 23, 2016 meeting. Please keep this confirmation letter, your signed notification letter, previous extension letters, original award confirmation and notification letters, application revisions, and original application together as they constitute your contract for adult education services with the Arizona Department of Education.

Please submit your budgets (as follows) into the new Grants Management system:

2017 ABE/ASE-State	$11,649
2017 IEL/CE & ELAA-State	$79,645
Total Adult Ed Consolidated State Award	$91,294
2017 ABE/ASE Federal	$26,639
2017 IEL/CE & ELAA Federal	$53,711
2017 ABE/ASE/ELAA Distance Learning-Federal	$0
2017 WIOA-S- Federal*	$42,911
2017 PL Set Aside-Federal	$23,840
Total Adult Ed Consolidated Federal Award	$147,101
Total FY 2017 Adult Education Program Award**	**$238,395**

***See page two of this letter for WIOA Supplemental (WIOA-S) funding requirements.**
****Unused FY16 State funds will result in a dollar for dollar decrease to your FY17 allocation.**

Please note: The Workforce Innovation and Opportunity Act (WIOA) went into effect on July 1, 2015 with FY 2016 identified as the "WIOA Transition Year" to allow providers to move more smoothly from the WIA to WIOA requirements. FY 2017 requires full implementation of WIOA, including required State Leadership activities. In addition, the Arizona's Unified Workforce Development Plan goes into effect on July 1, 2016. The Arizona Department of Education received your signed notification letter which constitutes acceptance of this grant award, with its terms and conditions, including your program's implementation of WIOA and State Plan requirements, participation in State Leadership activities for applicable Adult Education program staff, and acknowledgement of WIOA-S funding requirements.

If you have any questions regarding budget submission, please contact Jerald Goode at (602) 364-2667 or jerald.goode@azed.gov.

Sincerely,

Sheryl O. Hart
Deputy Associate Superintendent
Adult Education Services

State of Arizona
Department of Education

WIOA Supplemental Funding

Program Name: **Santa Cruz County Continuing Education**

This is confirmation of your Adult Education FY 2017 (July 1, 2016-June 30, 2017) WIOA Supplemental (WIOA-S) Grant Award for implementation of specific initiatives as described below. Because of your program's performance and participation in initiatives during the "WIOA Transition Year", you are eligible to receive **25%** of your program's regular FY2017 Adult Education Allocation to continue and expand upon the work already underway for full implementation of the Workforce Innovation and Opportunity Act (WIOA) and outstanding services for adult learners in your community.

Your FY17 WIOA-S award amount, initiative(s) and requirement(s) are listed below:

Adult Education FY 2017 WIOA Supplemental Award: $47,679
($42,911 WIOA-S Federal + $4,768 PL Set-Aside Federal)

Initiative:

1) **Collaboration with WIOA Partners**
Programs will build a comprehensive network of partners, formalize communications and align operational procedures with WIOA Core partners. For more information contact Kelly.Crawford@azed.gov

Requirement(s):

Include the implementation plan for the above initiative in the Contract Extension (due 7-22-16)

Provide ADE/AES with a proposed budget for this award by 8-5-16

Participate in professional learning activities as required by ADE/Adult Education Services

Submit periodic data, progress summaries, and end-of-year final report as required by ADE/Adult Education Services

Please Note: The signed funding acceptance letter dated 6-16-2016 and submitted to ADE/AES constitutes acceptance of this grant award, with its terms and conditions, including adherence to WIOA and Arizona's Unified Workforce Development Plan requirements, implementation of the initiatives described above, and participation in required State Leadership and ADE professional learning activities for applicable Adult Education program staff. 10% of these funds are set aside for professional learning.

Interoffice Memorandum

To: Board of Supervisors

From: Jennifer St. John, County Manager

Subject: Request approval of Intergovernmental Agreement for use of Santa Cruz County Equipment

Date: June 15, 2016

Recommendation:

Staff recommends that the Board approve the Intergovernmental Agreement for use of Santa Cruz County equipment with Santa Cruz Valley Unified School District #35 from July 1, 2016 through June 30, 2017.

Background:

In meeting with Santa Cruz Valley Unified School District #35, one of the needs they identified was the ability to "rent" the County's heavy equipment on occasion. Currently when they rent heavy equipment through a private company, it is almost cost prohibited. Using the current FEMA equipment rates, the County can generate revenue while providing a service to the School District. We have done a similar agreement in the past with Nogales Unified School District with outstanding results. The proposed agreement before you is valid for one year and is based on the availability of the County's equipment and labor.

Financial Implications:

Revenue will be generated within the Road, Flood, or Landfill funds based on usage by SCVUSD and which fund owns the equipment being "rented."

Proposed Motion:

Move to approve the Intergovernmental Agreement for use of Santa Cruz County equipment by the Santa Cruz Valley Unified School District from July 1, 2016 through June 30, 2017.

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: June 30, 2016
To: Santa Cruz County Board of Supervisors
From: George Silva, Santa Cruz County Attorney

Subject: Approval of FY 17 Victim Compensation Grant Agreement.

Recommendation: Approve acceptance of the grant.

Background: The Santa Cruz County Attorney receives funds from the State of Arizona to provide compensation to victims of crime who meet the Program guidelines. These funds benefit the citizens of the county in assisting with payment of losses incurred as a result of being a crime victim.

Financial Implications: There is no financial implication for the County.

Proposed Motion: "Mr. Chairman, I move to approve the Fiscal Year 16 Victim Compensation Grant Agreement."

Back to Agenda

Arizona Criminal Justice Commission

Chairperson
SEAN DUGGAN, Chief
Chandler Police Agency

Vice-Chairperson
SHEILA POLK
Yavapai County Attorney

JOSEPH ARPAIO
Maricopa County Sheriff

MARK BRNOVICH
Attorney General

JOE R. BRUGMAN, Chief
Safford Police Department

DAVID K. BYERS, Director
Administrative Office of the Courts

KELLY "KC" CLARK
Navajo County Sheriff

DAVE COLE
Former Judge

CHRIS GIBBS, Mayor
City of Safford

DREW JOHN
Graham County Supervisor

ELLEN KIRSCHBAUM, Chairperson
Board of Executive Clemency

BARBARA LAWALL
Pima County Attorney

FRANK MILSTEAD, Director
Agency of Public Safety

BILL MONTGOMERY
Maricopa County Attorney

CHARLES RYAN, Director
Agency of Corrections

DAVID SANDERS
Pima County Chief Probation Officer

DANIEL SHARP, Chief
Oro Valley Police Department

HESTON SILBERT
Law Enforcement Leader

VACANT
Sheriff

Executive Director
John A. Blackburn, Jr.

1110 West Washington, Suite 230
Phoenix, Arizona 85007
PHONE: (602) 364-1146
FAX:(602) 364-1175
www.azcjc.gov

June 21, 2016

Honorable George Silva
2150 N. Congress Drive Suite 201
Nogales, AZ 85621

Re: Victim Compensation Grant Number VC-17-061

Dear Honorable George Silva:

On March 24, 2016 the Arizona Criminal Justice Commission (ACJC) designated the County Attorneys' Offices as operational units to administer the Crime Victim Compensation Program for State fiscal year 2017. On May 19, 2016 the Commission also approved the allocation of $3,857,950 in state and federal crime victim compensation funds to county programs for FY 2017. The total amount allocated to Santa Cruz County includes the following:

ACJC (State Funding)*	$46,464.00
VOCA (Federal Funding)*	$0.00
TOTAL ALLOCATION	**$46,464.00**

*Estimated Level

The allocation of state funding to the Santa Cruz County compensation program includes $5610.00 to help cover administration costs of the program in accordance with the budget in the grant agreement. For a summary of administrative expenses please refer to the administrative fund guidelines established by ACJC. Any question about administrative expense eligibility should be directed to ACJC compensation program staff.

For FY 2017, all compensation benefits funding will be distributed through a monthly reimbursement process. ACJC program staff can allow upfront payments of compensation program administrative funds on a case by case basis to programs demonstrating an urgent need and have submitted a written request. All payments will be made through the Automated Clearing House Vendor Payments (direct deposit).

Please find the included Grant Agreement, with instructions for obtaining signatures and formal action. Please return the agreement with authorized signatures to the Commission office within 90 days of the award date of July 1, 2016 or the agreement may be cancelled.

If you have any questions concerning this program you may contact me at 602-364-1154.

Sincerely,

Larry Grubbs, Program Manager
Crime Victim Services

CC: Carlos Clark

ARIZONA CRIMINAL JUSTICE COMMISSION
SANTA CRUZ COUNTY ATTORNEY'S OFFICE
VICTIM COMPENSATION
GRANT AGREEMENT

ACJC Grant Number VC-17-061
Catalog of Federal Domestic Assistance (CFDA) Number 16.576 (VOCA)

This Grant Agreement is made this 1ST day of July, 2016, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and SANTA CRUZ COUNTY, through SANTA CRUZ COUNTY ATTORNEY'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

925. This Agreement will commence on JULY 1, 2016 and terminate on June 30, 2017. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.

926. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.

927. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.

928. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

929. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Santa Cruz County Attorney's Office
2150 N. Congress Drive Suite 201Suite 201
Nogales, AZ, 85621
Attn: **Honorable George Silva**

930. For grant awards above $100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than $100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	$0.00
Fringe Benefits (for salaries/ overtime)*	$0.00
Overtime	$0.00
Professional & Outside/Consultant & Contractual Services	$0.00
Travel In-State	$0.00
Travel Out-of-State	$0.00
Confidential Funds	$40,854.00
Operating Expenses:	
Supplies	$5,610.00
Registration/Training	$0.00
Other	$0.00
Equipment	
Capital	$0.00
Noncapital	$0.00
TOTAL	$46,464.00
Positions/Expenses Funded: Operating Expenses (Supplies)	

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

931. The total to be paid by the COMMISSION under this Agreement shall not exceed $0.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) $46,464.00. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is $0.00.

932. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

933. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or

are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

934. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

935. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

936. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

937. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

938. For the purpose of this grant, a capital expenditure is $5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than $5,000, GRANTEE will use its own policy.

939. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

940. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/

941. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

942. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation

of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

943. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	**Due Date:**
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

Additional reporting requirements may be required for GRANTEES who are considered high risk.

944. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

945. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

946. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

947. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

948. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

949. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide.*
Link: *OJP Financial Guide* http://www.ojp.usdoj.gov/financialguide/

950. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of $150,000.

951. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $650 per day.

952. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this

compensation limitation is paid with non-federal funds.) Unless otherwise noted in the grant solicitation.

953. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

954. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.

955. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

956. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

957. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

958. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

959. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

960. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indeminitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

961. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused,

or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

962. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

963. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

964. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/

965. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230,* the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: http://www.ojp.usdoj.gov/financialguide/
ACJC Grant Management Reference Manual:
http://www.azcjc.gov/ACJC.Web/pubs/home/021104_Manual_GrantReferenceManual.pdf

966. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

967. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

968. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* https://www.sam.gov/portal/public/SAM/

969. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

970. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

971. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

972. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

973. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

974. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2015-VC-GX-0004 and 2016-VC-GX-0004 awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

975. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."
Link: *Limited English Proficiency A Federal Interagency Website* http://www.LEP.gov

976. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
Link: http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm

977. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

978. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

979. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

980. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
Link: http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx

981. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all

schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: https://www.niem.gov/aboutniem/grant-funding/Pages/implementation-guide.aspx

982. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:
Link: http://www.it.ojp.gov/gsp_grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

983. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

984. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

985. If GRANTEE is a state agency and the award is for the development of information technology projects for more than $25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

986. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

987. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

988. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

989. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.

990. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

991. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

992. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

993. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

994. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

995. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

996. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

997. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.

998. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

999. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

1000. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

1001. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
Santa Cruz County Attorney's Office
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

181. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.

182. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

183. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

184. GRANTEE has or intends to establish a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

185. The GRANTEE agrees that allocated compensation benefit funds will be used to provide compensation awards to victims of criminally injurious conduct occurring within the GRANTEE'S jurisdiction.

186. The GRANTEE understands that crime victim compensation benefit funding will be distributed to grantees as a monthly reimbursement of compensation program expenditures.

187. The GRANTEE understands that $5610 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.

188. The GRANTEE agrees that expenditures made in Compensation Benefits will be for Compensation benefit payments only. Funding in Compensation Benefits cannot be transferred to another budget category.

189. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.

190. The GRANTEE shall remit all interest earned on Federal VOCA grant funds and all unexpended allocated funds to the COMMISSION within 30 days after receipt of a written

request from the COMMISSION. The GRANTEE agrees to expend all encumbered funds within 10 days of expiration of this award.

191. The GRANTEE agrees to comply with all Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R110-4-101 through R10-4-111 administered by the COMMISSION, and provisions of Federal VOCA Compensation Program Guidelines (http://www.ojp.usdoj.gov/ovc/voca/vcguide.htm).

192. The GRANTEE agrees to comply with all applicable Open Meeting Laws, A.R.S. §38-431 et seq.

193. The GRANTEE agrees to seek and order all available restitution owed to the program.

194. The GRANTEE agrees to negotiate reductions in fees for service with service providers for all program benefit expenditures.

195. The GRANTEE agrees that information on race, sex, national origin, age, and disability of recipients of compensation will be collected and maintained, where such information is voluntarily furnished by those receiving compensation.

Authorized Official Initials:_____

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director Date
Arizona Criminal Justice Commission

ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

***Insurance Requirements* for Governmental Parties to a Grant Agreement:**

None.

***Insurance Requirements* for Any Contractors Used by a Party to the Grant Agreement:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, and broad form contractual liability.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Fire Legal Liability	$50,000
• Each Occurrence	$1,000,000

   m. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

   (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

   b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) $1,000,000

   y. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

   z. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

   a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   b.
   This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:
For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,

voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:
Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:
Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:
Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:
The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:
In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

[redacted]

emailed 5/23/16

BOND FOR ISSUANCE OF DUPLICATE WARRANT

Know all men these presents that the payee undersigned was issued warrant number **4019354** on the Treasurer of Santa Cruz County in the amount of **$185.60** dated on or about **March 15, 2013** and that said warrant has been irretrievably lost or destroyed, and that (she/he) and (her/his) surety undersigned are held and firmly bond unto Santa Cruz County in double the above amount, for the payment of which each binds himself, his successors and assigns, jointly and severally, firmly by these presents.

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

Signed, executed, and delivered at Santa Cruz County, this 23rd day of May 2016

Payee: AUTO ZONE STORE

Address: P.O. BOX 116067

ATLANTA, GA 30368

Surety: Janece Sterling

Address: P.O. Box 116067

Atlanta, GA 30368

STATE OF ARIZONA }

}

COUNTY OF SANTA CRUZ }

On the 23 day of May, 2016, before me the undersigned notary public, personally appeared the payee AUTO ZONE STORE, and the surety, Janece Sterling, each of whom acknowledged that (s) he executed the foregoing bond.

Ann Swindle
Notary Public

ANN SWINDLE
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. OCT. 17, 2018

My Commission Expires:

_____

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

Back to Agenda

SKILLS USA

BOND FOR ISSUANCE FOR DUPLICATE WARRANT

Know all men these presents that the payee undersigned was issued warrant number 640087 on the Treasurer of Santa Cruz County in the amount of $ 201.00, dated on or about January 14, 2016 and that said warrant has been irretrievably lost or destroyed, and that (she/he) and (her/his) surety undersigned are held and firmly bond unto Santa Cruz County in double the above amount, for 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 6:11 pm, this 2nd day of June, 2016.

Payee: Laura Rauch

Address: 14001 SkillsUSA Way
Leesburg, Va 20176-5494

Surety: Blanca Lizarraga

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

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

On the 2nd day of June, 2016, before me the undersigned notary public, personally appeared the payee Laura Rauch, and the surety, Blanca Lizarraga, each of whom acknowledged that (s)he executed the foregoing bond.

Monica Vea
Notary Public

My Commission Expires:
Sept. 14, 2017

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

Az. School Admin.

BOND FOR ISSUANCE FOR DUPLICATE WARRANT

Know all men these presents that the payee undersigned was issued warrant number 227021 on the Treasurer of Santa Cruz County in the amount of $ $810.00, dated on or about December 18, 2015 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 AZ SCHOOL ADMINISTRATORS, this 6th day of MAY, 2016.

Payee: AZ SCHOOL ADMINISTRATORS

Address: 1910 W WASHINGTON ST
PHOENIX, AZ 85009
Margo Spiker - OFFICE MANAGER

Surety: Blanca Lizarraga

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

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

On the 6th day of May, 2016, before me the undersigned notary public, personally appeared the payee Margo Spiker, and the surety, Blanca Lizarraga, each of whom acknowledged that (s)he executed the foregoing bond.

Notary Public

My Commission Expires:
Sept. 14, 2017

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

Date Printed: 6/9/2016 9:04
Prepared By: LUZ

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2014
Resolution No: 34445
Date Created: 6/9/2016 9:04 AM

Reason For Change:

An adjustment is warranted for correction of square footage.

AS BILLED PARCEL ID: 10934057 AREA CODE 2501
ACCOUNT NUMBER: R000010716
PUC 0133-SFR-010-3 RURAL SUBDIV

Special Districts:

Limited Property	Valuation	%	Exempt	Net Assessed
02RL	33,596	16.00	0	5,375
03I	218,020	10.00	0	21,802
03L	37,000	10.00	0	3,700
Total	288,616		0	30,877

UNITS

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	33,596	16.00	0	5,375
03I	218,020	10.00	0	21,802
03L	37,000	10.00	0	3,700
Total	288,616		0	30,877

CHANGE TO PARCEL ID: 10934057 AREA CODE 2501
ACCOUNT NUMBER: R000010716
PUC 0133-SFR-010-3 RURAL SUBDIV

Special Districts:

Limited Property	Valuation	%	Exempt	Net Assessed
02RL	33,596	16.00	0	5,375
03I	201,550	10.00	0	20,155
03L	37,000	10.00	0	3,700
Total	272,146		0	29,230

UNITS

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	33,596	16.00	0	5,375
03I	201,550	10.00	0	20,155
03L	37,000	10.00	0	3,700
Total	272,146		0	29,230

Description As Billed
RANCH OASIS LOT 7 BK 4 OF MAP PG 77,2005-17322(WD)(128000)

KARRELS KENNETH K & MALIN G
P O BOX 1412
SONOITA, AZ 85637

Description Change To
RANCH OASIS LOT 7 BK 4 OF MAP PG 77,2005-17322(WD)(128000)

KARRELS KENNETH K & MALIN G
P O BOX 1412
SONOITA, AZ 85637

Back to Agenda

Date Printed: 6/9/2016 9:24
Prepared By: LUZ

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
Resolution No: 34446
Date Created: 6/9/2016 9:24 AM

Reason For Change:

An adjustment is warranted for correction of square footage.

AS BILLED PARCEL ID: 10934057 AREA CODE 2501
ACCOUNT NUMBER: R000010716
PUC 0133-SFR-010-3 RURAL SUBDIV

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
02RL	33,596	16.00	0	5,375
03I	218,020	10.00	0	21,802
03L	37,000	10.00	0	3,700
Total	288,616		0	30,877

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	33,596	16.00	0	5,375
03I	218,020	10.00	0	21,802
03L	37,000	10.00	0	3,700
Total	288,616		0	30,877

CHANGE TO PARCEL ID: 10934057 AREA CODE 2501
ACCOUNT NUMBER: R000010716
PUC 0133-SFR-010-3 RURAL SUBDIV

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
02RL	33,596	16.00	0	5,375
03I	208,212	10.00	0	20,821
03L	37,000	10.00	0	3,700
Total	278,808		0	29,896

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	33,596	16.00	0	5,375
03I	208,212	10.00	0	20,821
03L	37,000	10.00	0	3,700
Total	278,808		0	29,896

Description As Billed
RANCH OASIS LOT 7 BK 4 OF MAP PG 77,2005-17322(WD)(128000)

KARRELS KENNETH K & MALIN G
P O BOX 1412
SONOITA, AZ 85637

Description Change To
RANCH OASIS LOT 7 BK 4 OF MAP PG 77,2005-17322(WD)(128000)

KARRELS KENNETH K & MALIN G
P O BOX 1412
SONOITA, AZ 85637

Back to Agenda

Date Printed: 6/14/2016 8:55
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2014
Resolution No: 34447
Date Created: 6/14/2016 8:55 AM

Reason For Change:

Ownership correction for 2014 tax year.

AS BILLED PARCEL ID: 11243001A	AREA CODE 0600	CHANGE TO PARCEL ID: 11243001A	AREA CODE 0600
ACCOUNT NUMBER: R000014258		ACCOUNT NUMBER: R000014258	
PUC 0004-VL-UNDET-RUR-NONSUBDIVID		PUC 0004-VL-UNDET-RUR-NONSUBDIVID	

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
02RL	96,102	16.00	0	15,376
Total	96,102		0	15,376

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
02RL	96,102	16.00	0	15,376
Total	96,102		0	15,376

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	101,250	16.00	0	16,200
Total	101,250		0	16,200

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	101,250	16.00	0	16,200
Total	101,250		0	16,200

Description As Billed

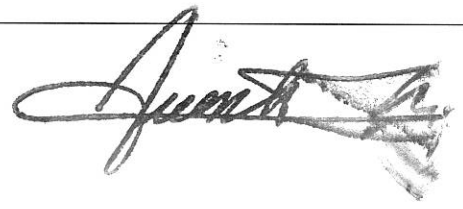
A PORTION OF LAND IN THE NORTH HALF OF THE LUIS MARIA BACA FLOAT NO.3 EXCEPT RIO RICO SUBDIVISIONS BEING 405 ACRES

AVATAR PROPERTIES INC
395 VILLAGE DR
KISSIMMEE, FL 34759-4010

Description Change To

A PORTION OF LAND IN THE NORTH HALF OF THE LUIS MARIA BACA FLOAT NO.3 EXCEPT RIO RICO SUBDIVISIONS BEING 405 ACRES

BACA FLOAT #3 LLC
AN ARIZONA LIMITED LIABILITY CO
P O BOX 40730
MESA, AZ 85274



Back to Agenda

Date Printed: 6/14/2016 9:04
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
Resolution No: 34448
Date Created: 6/14/2016 9:04 AM

Reason For Change:

Ownership correction for 2015 tax year.

AS BILLED PARCEL ID: 11243001A	AREA CODE 0600	CHANGE TO PARCEL ID: 11243001A	AREA CODE 0600
ACCOUNT NUMBER: R000014258		ACCOUNT NUMBER: R000014258	
PUC 0004-VL-UNDET-RUR-NONSUBDIVID		PUC 0004-VL-UNDET-RUR-NONSUBDIVID	

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
02RL	100,907	16.00	0	16,145
Total	100,907		0	16,145

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
02RL	100,907	16.00	0	16,145
Total	100,907		0	16,145

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	101,250	16.00	0	16,200
Total	101,250		0	16,200

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	101,250	16.00	0	16,200
Total	101,250		0	16,200

Description As Billed

A PORTION OF LAND IN THE NORTH HALF OF THE LUIS MARIA BACA FLOAT NO.3 EXCEPT RIO RICO SUBDIVISIONS BEING 405 ACRES

AVATAR PROPERTIES INC
395 VILLAGE DR
KISSIMMEE, FL 34759-4010

Description Change To

A PORTION OF LAND IN THE NORTH HALF OF THE LUIS MARIA BACA FLOAT NO.3 EXCEPT RIO RICO SUBDIVISIONS BEING 405 ACRES

BACA FLOAT #3 LLC
AN ARIZONA LIMITED LIABILITY CO
P O BOX 40730
MESA, AZ 85274

Back to Agenda

Date Printed: 6/14/2016 9:21
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2014
Resolution No: 34449
Date Created: 6/14/2016 9:21 AM

Reason For Change:

Ownership correction for 2014 tax year.

AS BILLED PARCEL ID: 11243006 AREA CODE 3502
ACCOUNT NUMBER: R000014282
PUC 0013-VL-RES-RURAL-SUBDIVIDED

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
02RL	480	16.00	0	77
Total	480		0	77

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	480	16.00	0	77
Total	480		0	77

CHANGE TO PARCEL ID: 11243006 AREA CODE 3502
ACCOUNT NUMBER: R000014282
PUC 0013-VL-RES-RURAL-SUBDIVIDED

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
02RL	480	16.00	0	77
Total	480		0	77

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	480	16.00	0	77
Total	480		0	77

Description As Billed

PCL 375.14'X180.22'X395.2'X 390.63' PT SW4 IN S2 BACAFLOAT #32.407AC NOT GRAZING

AVATAR PROPERTIES INC
AVATAR
395 VILLAGE DRIVE
KISSIMMEE, FL 34759-4010

Description Change To

PCL 375.14'X180.22'X395.2'X 390.63' PT SW4 IN S2 BACAFLOAT #32.407AC NOT GRAZING

BACA FLOAT # 3 LLC
AN ARIZONA LIMITED LIABILITY CO
P O BOX 40730
MESA, AZ 85274

Back to Agenda

Date Printed: 6/14/2016 9:23
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
Resolution No: 34450
Date Created: 6/14/2016 9:23 AM

Reason For Change:

Ownership correction for 2015 tax year.

AS BILLED PARCEL ID: 11243006 AREA CODE 3502
ACCOUNT NUMBER: R000014282
PUC 0013-VL-RES-RURAL-SUBDIVIDED

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	480	16.00	0	77
Total	480		0	77

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	480	16.00	0	77
Total	480		0	77

CHANGE TO PARCEL ID: 11243006 AREA CODE 3502
ACCOUNT NUMBER: R000014282
PUC 0013-VL-RES-RURAL-SUBDIVIDED

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	480	16.00	0	77
Total	480		0	77

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	480	16.00	0	77
Total	480		0	77

Description As Billed

A PORTION OF LAND IN THE SW4 IN S2 OF BACA FLOAT #3 BEING 375.14' x 180.22' x 395.2' x 390.63'

AVATAR PROPERTIES INC
AVATAR
395 VILLAGE DRIVE
KISSIMMEE, FL 34759-4010

Description Change To

A PORTION OF LAND IN THE SW4 IN S2 OF BACA FLOAT #3 BEING 375.14' x 180.22' x 395.2' x 390.63'

BACA FLOAT # 3 LLC
AN ARIZONA LIMITED LIABILITY CO
P O BOX 40730
MESA, AZ 85274

Back to Agenda

Date Printed: 6/14/2016 9:43
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2014
Resolution No: 34451
Date Created: 6/14/2016 9:43 AM

Reason For Change:

Ownership correction for 2014 tax year.

AS BILLED PARCEL ID: 11243029 AREA CODE 3501
ACCOUNT NUMBER: R000014313
PUC 0003-VL-UNDET-RURAL-SUBDIVIDED

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	14,652	16.00	0	2,344
Total	14,652		0	2,344

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	14,652	16.00	0	2,344
Total	14,652		0	2,344

CHANGE TO PARCEL ID: 11243029 AREA CODE 3501
ACCOUNT NUMBER: R000014313
PUC 0003-VL-UNDET-RURAL-SUBDIVIDED

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	14,652	16.00	0	2,344
Total	14,652		0	2,344

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	14,652	16.00	0	2,344
Total	14,652		0	2,344

Description As Billed
A PARCEL OF LAND IN THE SW4 NE4 OF SECTION 35 T22S R13E

RIO RICO PROPERTIES INC
395 VILLAGE DRIVE
POINCIANA, FL 34759-4010

Description Change To
A PARCEL OF LAND IN THE SW4 NE4 OF SECTION 35 T22S R13E

BACA FLOAT # 3 LLC
AN ARIZONA LIMITED LIABILITY CO
P O BOX 40730
MESA, AZ 85274

Back to Agenda

Date Printed: 6/14/2016 9:45
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
Resolution No: 34452
Date Created: 6/14/2016 9:45 AM

Reason For Change:

Ownership correction for 2015 tax year.

AS BILLED PARCEL ID: 11243029 AREA CODE 3501
ACCOUNT NUMBER: R000014313
PUC 0003-VL-UNDET-RURAL-SUBDIVIDED

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	14,652	16.00	0	2,344
Total	14,652		0	2,344

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	14,652	16.00	0	2,344
Total	14,652		0	2,344

CHANGE TO PARCEL ID: 11243029 AREA CODE 3501
ACCOUNT NUMBER: R000014313
PUC 0003-VL-UNDET-RURAL-SUBDIVIDED

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	14,652	16.00	0	2,344
Total	14,652		0	2,344

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	14,652	16.00	0	2,344
Total	14,652		0	2,344

Description As Billed
A PARCEL OF LAND IN THE SW4 NE4 OF SECTION 35 T22S R13E

RIO RICO PROPERTIES INC
395 VILLAGE DRIVE
POINCIANA, FL 34759-4010

Description Change To
A PARCEL OF LAND IN THE SW4 NE4 OF SECTION 35 T22S R13E

BACA FLOAT # 3 LLC
AN ARIZONA LIMITED LIABILITY CO
P O BOX 40730
MESA, AZ 85274

Back to Agenda

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, July 6th, 2016*** at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

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

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

Dated this 30th day of June, 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

July 6, 2016 at 9:30 a.....

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

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. ADOPTION OF AGENDA

C. CALL TO THE PUBLIC:

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

D. CURRENT EVENTS

1. Board of Supervisors
2. Manager

E. DEPARTMENT REPORTS AND ACTIVITIES

1. Finance: cash & investments, expenditures & revenues reports

F. FLOOD CONTROL

1. Director's/Project Report
2. Monthly Report from City of Nogales
3. Monthly Report from the Town of Patagonia
4. Public Comment

G. JAIL DISTRICT — ACTION TAKEN

1. Personnel, waive of hiring freeze and authorization to fill vacant full-time Detention Officer position and a part-time Detention Officer position (Req: Tivo Romero) — approved

H. ACTION ITEMS

1. Presentation by AmeriCorps NCCC Team on Countywide Work Activities (Req: Darcy Dixon, County Extension Director) — approved
2. Discussion/possible action to approve Amendment No. 2 to the Intergovernmental Agreement with Pima County for Emergency Housing of Domestic Animals (Req: Jose Peña) — approved
3. Discussion/possible action to approve WebEOC License Agreement Amendment for the Border Environment Cooperation Commission (BECC) Grant (Req: Hector Gerardo) — approved
4. Discussion/possible action to approve Southwest Educational Consulting Associates, Inc. proposals for FY 2016-2017 (Req: Alfredo I. Velasquez) — 7/20/16
5. Discussion/possible action to approve Maintenance and Support Contract with Motorola for technical support on Sheriff Department Radio Communication System (Req: Raul Mavis) — approved
6. Personnel, waive of hiring freeze, authorization to create and fill 4 Deputy Sheriff positions added FY16-17 (Req: Sheriff) — approved
7. Personnel, waive of hiring freeze and authorization to fill vacant:
   a. Appraiser Assistant position (Req: Felipe Fuentes) — approved
   b. Surveillance Officer position (Req: Tivo Romero) — approved
   c. 2 Public Safety Tele-Communicator positions (Req: Sheriff) — approved
   d. 3 Deputy Sheriff positions (Req: Sheriff) — approved
   e. Sergeant position (Req: Sheriff) — approved
   f. Court Clerk position, Justice Court #1 (Req: Honorable Judge Velasquez) — approved

8. Discussion/possible action to agree to a Release of Specified Claims in the matter of a 2016 Chevrolet Traverse EPA-Estimated Fuel Economy Error (Req: Mary Dahl) approved
9. Discussion/possible action to approve a Blanket Release of Assurances within the Barrio de Tubac Block Plat (Req: Mary Dahl) approved
10. Discussion/possible action to approve Resolution # 2016-03, establishing previously unmaintained roads as primitive pursuant to A.R.S. 28-6706 and authorizing Public Works to sign and maintain the roads as primitive (Req: Jesus Valdez) approved
11. Discussion/possible action to approve Amendment No. 3 to Intergovernmental Agreement Contract No. DI16-002111 with the Arizona Department of Economic Security (Req: Mauricio A. Chavez) approved
12. Discussion/possible action to approve the State of Arizona Department of Education FY 2017 Adult Education Services contract extension and grant award (Req: Mauricio A. Chavez) approved
13. Discussion/possible action to approve Intergovernmental Agreement with the Santa Cruz Valley Unified School District #35 for use of Santa Cruz County equipment (Req: County Manager) approved
14. Discussion/possible action to adopt the Fiscal Year 2016-2017 Tentative Budget (Req: County Manager) approved
15. Discussion/possible action to award Bid # B-01-16-CO01 for 2016-2017 legal publications and advertising (Req: Clerk) approved
16. Discussion/ possible action to approve FY17 Victim Compensation Grant Agreement (Req: County Attorney) approved
17. Discussion/possible action to approve Bonds for Duplicate Warrants: (Req: Clerk)
    a. #4-019354 in the amount of $185.60 dated 03/15/13 payable to Auto Zone approved
    b. #4-640087 in the amount of $201.00 dated 01/14/16 payable to Skills USA Arizona approved
    c. #3-227021 in the amount of $10.00 dated 12/18/15 payable to AZ School Administrators (ASA) approved
18. Tax Valuation Adjustments: (Req: Assessor)
    a. 109-34-057 – Kenneth K. & Malin G. Karrels, Resolution No. 34445 approved
    b. 109-34-057 – Kenneth K. & Malin G. Karrels, Resolution No. 34446 approved
    c. 112-43-001A – Baca Float #3 LLC, Resolution No. 34447 approved
    d. 112-43-001A – Baca Float #3 LLC, Resolution No. 34448 approved
    e. 112-43-006 – Baca Float #3 LLC, Resolution No. 34449 approved
    f. 112-43-006 – Baca Float #3 LLC, Resolution No. 34450 approved
    g. 112-43-029 – Baca Float #3 LLC, Resolution No. 34451 approved
    h. 112-43-029 – Baca Float #3 LLC, Resolution No. 34452 approved
    approved
19. Demands approved
20. Monthly Reports approved
21. Approval of Minutes: 10/23/15 approved

I. ADJOURNMENT

Posted: 6/30/16 at 4:30 p.m. by LT

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)

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