1. 9:30 A.M. DOCUMENTATION (0.3MB)

   Documents:

   08-03-16.PDF

2. 9:30 A.M. DOCUMENTATION (18.9MB) Amended

   Documents:

   08-03-16 AMENDED.PDF

3. ACTION TAKEN

   Documents:

   08-03-16 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, August 3rd, 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 28th day of July, 2016.

Melinda Meek, Clerk
Board of Supervisors

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

Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

JOHN MAYNARD
District 3

A G E N D A

August 3, 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. Personnel, waive of hiring freeze and authorization to fill vacant Appraiser I position (Req: Felipe A. Fuentes) _____
2. Discussion/possible action to approve Service Contract with Action Imaging Group for Emergency Management Office copier lease (Req: Ray Sayre) _____
3. Discussion/possible action to approve FFY 2016 Emergency Management Performance Grant Sub-recipient Agreement #EMF-2016-EP-00009-S01 (Req: Ray Sayre) _____
4. Discussion/possible action to authorize Public Works to request Statement of Qualifications (SOQ) for the privatization of Solid Waste, utilizing the Request of Qualification (RFQ) process (Req: Jesus Valdez) _____
5. Discussion/possible action to approve a pro statement in support of Santa Cruz Valley Unified School District #35 Maintenance and Operation Budget Override Election on 11/8/16 (Req: Chairman) _____
6. Discussion/possible action to approve Supplemental Lease with US Bank Equipment Finance for copier in Sheriff's Office Squad Room and Service Agreements with Action Imaging for equipment maintenance (Req: Ruben F. Fuentes) _____

7. Discussion/possible action to approve Application for Special Event License: Santa Cruz Humane Society, October 1, 2016 (Req: Clerk)
8. Discussion/possible action: request recommendation of approval of Fair/Festival License Applications, 8/13/16: (Req: Clerk)
   a. Desert Diamond Distillery
   b. The Independent Distillery
9. Discussion/possible action: request recommendation of approval of Application for Liquor License for Copper Brothel Brewery, Sonoita, AZ (Req: Clerk)
10. Discussion/possible action to approve Resolution # 2016-08 cancelling the election of Precinct Committeemen for the 8/30/16 Primary Election and appointing candidates that filed (Req: Elections Director)
11. Demands
12. Approval of Minutes: 11/18/15

I. ADJOURNMENT

Posted: 7/28/16 at 4:10 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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Back to Agenda

CASH AND INVESTMENT REPORT

August 3, 2016

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	**100**	**GENERAL FUND**	**$ 2,022,509**	**$ 71,608**	**7,733,720**	**$ 9,756,229**
225	101	J.P. #1 TIME PAYMENT FEES	42,113			42,113
245	102	J.P. #2 TIME PAYMENT FEES	(5,098)			(5,098)
262	103	J.C.E.F. COURT FEES	136,084			136,084
181	106	EXPED. CHILD SUPPORT & VISITATION	78,949			78,949
180	107	CLERK SUPERIOR COURT RETRIEVAL	79,382			79,382
182	108	SPOUSAL MAINTENANCE FUND	12,354			12,354
183	109	CHILD SUPPORT AUTOMATION FUND	1,853			1,853
125	110	PROSECUTION HIDTA (PIMA)	(51,286)			(51,286)
126	111	ATTORNEY'S DIVERSION PROGRAM	(274)			(274)
127	112	VICTIM RIGHTS NOTIFICATION	5,237			5,237
128	113	BAD CHECK COLLECTION	(337)			(337)
130	116	COST OF PROSECUTION	19		200	218
184	118	DOMESTIC REL. ED. MEDIATION FD	9,447			9,447
258	119	DOMESTIC REL. ED. CHILD ISSUES	262			262
185	122	NON IV-D CONVERSION FUND	707			707
259	125	FILL THE GAP (5%)	91,311			91,311
111	128	RETRIEVAL CONVERSION FUND	84,524		182,515	267,039
227	133	CIRCLES OF PEACE	6,744			6,744
203	134	LEPC GRANT	2,110			2,110
112	135	TAXPAYERS' INFORMATION FUND	57,926			57,926
204	137	PRE-DISASTER MITIGATION	0			0
205	139	DOMSTC PREP HAZRD MAT TRAINING	0			0
132	141	FILL THE GAP (ATTORNEY)	9,163			9,163
110	142	ASSESSOR'S RETRIEVAL	67,730			67,730
133	143	5% FTG ALLOC-C.A. 21.61%	34,514			34,514
206	144	EMERGENCY RESPONSE FUND	0			0
228	148	JUSTICE COURT #1 FARE FUND	7,557			7,557
151	151	FEDERAL PROGRAM INCOME-CA	(3,575)			(3,575)
154	154	ADHS OVERTIME 130435-01	0			0
615	155	CASE MANAGEMENT FUND	82,188			82,188
155	156	SLOT GRANT- COUNTY ATTORNEY	(9,448)			(9,448)
676	191	SCHOOL FOREST FEES FUND	16,201			16,201
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	0			0
329	197	COMMISSARY FUND	91,086			91,086
117	198	SANTA CRUZ FAIR ASSOCIATION	0			0
257	203	LAW LIBRARY FUND	55,600			55,600
120	204	OLD COURTHOUSE FUND	(2,597)			(2,597)
105	**205**	**ROAD FUND**	**1,373,397**		**662,410**	**2,035,807**
625	206	WASTE TIRE GRANT (ADEQ)	127,588			127,588
600	207	ANIMAL CONTROL FUND	(35,800)			(35,800)
601	208	STERILIZATION ENFORCEMENT FUND	37,846			37,846
106	209	ADOT HOUSE BILL 2565	0			0
134	210	ANTI-RACKETEERING #2	(155,461)			(155,461)
135	211	A.C.J.C. PROSECUTION #20	(6,005)			(6,005)
136	212	RESTITUTION--VICTIM COMP	20,048			20,048
138	214	ATTY'S VICTIMS COMP. FUND	(2,184)			(2,184)
326	216	HIDTA 16	0			0
327	217	SHERIFF A.C.J.C. GRANT	(12,475)			(12,475)
139	219	ATTORNEY'S ENHANCEMENT FUND	(31,238)			(31,238)
282	221	JUVENILE PROBATION FEES	107,306		24,947	132,253
263	222	FARE PROGRAM FUND	467			467
280	223	FAMILY COUNSELING GRANT	15,358			15,358
308	224	ADULT PROBATION FEES	287,561		96,581	384,142
140	225	VICTIM ASSISTANCE GRANT	(2,813)			(2,813)
277	226	JCEF-STANDARD	0			0
302	227	JCEF-STATE AID ENHANCEMENT	0			0
281	228	JUVENILE DIVERSION FEES	89,261		3,764	93,025
311	229	JCEF-ADULT INTENSIVE PROBATION	0			0
275	230	PIC-ACT GRANT	(8,946)			(8,946)
300	231	COMMUNITY PUNISHMENT PROGRAM	26,501			26,501
274	232	JCEF-JUVENILE INTENSIVE PROB.	0			0
250	233	CASA PROGRAM FUND	(2,123)			(2,123)
273	234	JUVENILE INTENSIVE PROBATION	(8,242)			(8,242)

310	235	ADULT INTENSIVE PROBATION	(23,839)			(23,839)
276	236	STANDARD PROBATION	3,712			3,712
301	237	STATE AID ENHANCEMENT GRANT	(17,420)			(17,420)
304	238	DRUG ENFORCEMENT GRANT	0			0
312	239	PROBATION/PAROLE SERVICES	5,379		48,111	53,490
330	240	JAIL ENHANCEMENT GRANT	335,736			335,736
331	242	GOHS GRANT (SHERIFF)	(13,123)			(13,123)
332	243	VICTIM BILL OF RIGHTS	0			0
681	244	GOVERNOR'S HEALTHY FAMILY GRT	(1,068)			(1,068)
333	247	CJEF BURGLARY PREVENTION	0			0
683	249	JUVENILE EDUCATION FUND	(426)			(426)
370	250	HEALTH SERVICE FUND	(18,129)			(18,129)
141	264	F.B.I. SEIZURE GRANT	0		976	976
255	267	TRAFFIC CASE PROCESSING FUND	8,384			8,384
337	268	DOJ BULLET PROOF VEST FUNDING	0			0
377	269	BIO-TERRORISM GRANT	(20,154)			(20,154)
338	270	AATA LAW ENFORCEMENT GRANT	625			625
685	272	TITLE II-A	6,545			6,545
339	273	DUI ENFORCEMENT GRANT	0			0
686	274	TITLE II-D	(983)			(983)
142	276	AZ AUTO THEFT AUTHORITY (ATTY)	(1,031)			(1,031)
143/342	277	PROGRAM INCOME C.A. & METRO	8,251			8,251
689	280	PART B IDEA BASIC	6,881			6,881
690	281	CHEMICAL ABUSE	0			0
381	284	EBOLA AWARD	(8,927)			(8,927)
346	286	ACJC/JAG UNDER 10K	0			0
344	287	ANTI METH INITIATIVE	0			0
379	288	T.B. GRANT	0			0
283	290	JUV PROB SVC EXTRA FEES > $40	19,922			19,922
307	291	ADULT PROB FEES INTRST COMP 30%	9,847			9,847
309	292	ADULT PROB SVC EXTRA FEES > $40	115,186			115,186
691	299	COUNTY JAIL EDUCATION	66,154			66,154
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	(6,282)			(6,282)
303	304	DRUG TREATMENT & EDUCATION FUND	11,023			11,023
254	305	JUVENILE COMMUNITY ADVISORY BRD	0			0
305	306	VICTIMS RIGHTS PROBATION	1,338			1,338
251	307	MODEL COURT, CRT IMPROVEMENT	0			0
253	308	CASE PROCESSING IV-D	0			0
252	309	D.E.S. IV-D	(23,861)			(23,861)
256	312	FTG-INDIGENT DEFENSE	4		26	29
626	313	SELF HHW/ABOP SITE	6,149			6,149
288	314	COMMUNITY SERVICE	387			387
287	315	JAIBG-JUV	209			209
290	319	JUVENILE DETENTION ALTERNATIVE INITIATIVES	5,000			5,000
260	321	5% FTG ALLOC-SUP CRT 57.37%	541,209			541,209
261	322	5% FTG ALLOC-IND DEF 20.53%	273,130			273,130
313	323	GLOBAL POSITIONING SYSTEM	0			0
800	332	EPA WETLANDS PROTECTION DEV	0			0
209	335	CITIZEN CORPS TRAIN #130405-01	0			0
650	**350**	**FLOOD CONTROL DISTRICT FUND**	**430,614**		**875,581**	**1,306,195**
950	351	FIRE DISTRICT SECONDARY FUND	1,357	(71,608)		1,357
352	352	BORDER SECURITY ENHANCEMENT	0			0
651	353	FLOOD CONTROL RESERVE FUND	8,405		16,764	25,168
354	354	ICE GRANT	(52,862)			(52,862)
355	355	OPERATION STONE GARDEN #999435	(645)			(645)
356	356	SLOT GRANT	0			0
357	357	TOHONO O'ODHAM (SO)	0			0
358	358	OPERATION STONE GARDEN #130433-01	1			1
359	359	OPERATION STONE GARDEN #140425	(12)			(12)
360	361	OPERATION STONE GARDEN #150417	(108,088)			(108,088)
725	365	PROFESSIONAL DEVELOPMENT GRANT	0			0
746	377	WIA RAPID RESPONSE	0			0
727/728	380	WIA YOUTH PROGRAM	(33,827)			(33,827)
729	381	WIA GENERAL	6			6
731	383	LAND MANAGEMENT-WIA	0			0
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	(12,479)			(12,479)
739	393	WIA ADULT	(10,911)			(10,911)
740	394	WIA DISLOCATED WORKER	(16,135)			(16,135)

Back to Agenda

741	395	WIA ADMINISTRATION	(3,964)		(3,964)
743	397	WORK INCENTIVE GRANT	0		0
400	408	APRON RECONSTRUCTION	(2,377)		(2,377)
490	415	CDBG PROJECTS	0		0
406	429	FY 2014 CDBG REGIONAL ACCOUNT	0		0
407	430	PHASE 1 - APRON DESIGN	0		0
451	431	RIO RICO RD IMPROVEMENT-CDBG	0		0
412	441	EVIRON ASSESSMENT-LAND ACQ	0		0
414	443	AIRPORT MASTER PLAN UPDATE	6,800		6,800
453	453	CDBG GORRION COURT	0		0
442	486	JAIL DIST CONSTRUCTION/BOND PROCEEDS	107,825	111,255	219,080
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336	56,956	59,292
121	488	BUILDING DEBT SERVICE	263,217	52,751	315,968
325	**489**	**JAIL DISTRICT**	**43,419**	**2,419**	**45,838**
502	502	TOHONO O'ODHAM (LANDFILL)	0		0
210	503	HAZMAT CAPACITY BUILDING	(35,723)		(35,723)
500	540	LANDFILL	65,880		65,880
501	541	LANDFILL RESERVE FUND	340,514	995,164	1,335,679
602	602	OFFICER SAFETY EQUIPMENT-AC	2,250		2,250
704	659	IDEA BASIC/SECURE CARE (Z-220)	5,285		5,285
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)	1,533		1,533
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	(6)		(6)
712	688	JUVENILE DETENTION LEARN	(2,081)		(2,081)
118	689	HAVA BLOCK GRANT	15,179		15,179
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	5,519		5,519
716	716	TEAM ANONYMOUS	5,382		5,382
717	717	ADOLESCENT WELLNESS NETWORK	12,579		12,579
718	718	DISTRICT #99-INSURANCE FUND	10,176		10,176
719	719	YOUTH CAREER CONNECT GRANT	(81,887)		(81,887)
720	720	HEALTHY STUDENTS	(69,903)		(69,903)
750	750	ADULT EDUCATION - ELAA STATE	6,880		6,880
751	751	ADULT EDUCATION - ELAA FEDERAL	(46,184)		(46,184)
752	752	CAREER & COLLEGE READINESS	0		0
753	753	ADULT EDUCATION - ABE/ASE STATE	2,006		2,006
756	756	WIOA TABE 9-10	(11,261)		(11,261)
759	759	WIOA POSTSECONDARY BRIDGE	(5,912)		(5,912)
186	956	EMANCIPATION ADMIN COSTS	66		66
248	974	COURT ENHANCEMENT FEE-JP #2	32,981		32,981
247	975	$13 ASSESSMENT FUND-JP #2	6,447		6,447
231	976	COURT ENHANCEMENT FEE-JP #1	75,463		75,463
230	977	$13 ASSESSMENT FUND-JP #1	33,548		33,548
353	978	OFFICER SAFETY EQUIPMENT-SO	30,335		30,335
148	981	DOMESTIC VIOLENCE STOP GRANT	(36,371)		(36,371)
107	985	PALO PARADO RAILROAD IMPROV	0		0
149	986	VICTIM SERVICES DONATIONS	1,386		1,386
229	987	INCREASING EFFICIENCY	13,469		13,469
289	988	JUV DIVERSION SVC FEES-OVER	7,429		7,429
351	992	FEDERAL PROGRAM INCOME-MTF	6,206		6,206
386	993	MEDICAL RESERVE CORP	22,743		22,743
246	995	JP 2 FARE PROGRAM	1,191		1,191
208	997	CITIZEN CORPS TRAIN #150406-02	(2,581)		(2,581)
383	998	IMMUNIZATION PROGRAM	0		0
264	999	STATE-FILL THE GAP FUND	0		0
		TOTALS FOR ALL FUNDS	**7,413,673**	**10,864,139**	**$ 18,277,812**
		SUSPENSE FUND (AMT. UNAPPORT.)	**0**		

PROJECTED END OF THE MONTH BALANCE
FOR GENERAL FUND

GENERAL FUND NET CASH BALANCE		2,022,509	
PENDING - REVENUE			
AUTO LIEU		80,000	
SALES TAX		150,000	
COUNTY 1/2 CENT TAX		175,000	
APPORTIONMENT AMOUNT		0	
LOTTERY		0	
PENDING - EXPENDITURES			
AUGUST 3, 2016 EXPENSE WARRANTS	(597,084)		
AUGUST 5, 2016 PAYROLL WARRANTS	(465,000)		
AUGUST 17, 2016 EXPENSE WARRANTS	(250,000)		
AUGUST 19, 2016 PAYROLL WARRANTS	(465,000)		
SPECIAL REVENUE DEFICIT		(1,007,874)	
STATE POOL INVESTMENT		7,733,720	
ESTIMATED E.O.M. BALANCE		**7,376,271**	
DIFFERENCE			**280,453**
CASH AT AUGUST 2015		**7,095,818**	

Jesus J. Valdez, P.E.
General Manager

FLOOD CONTROL DISTRICT
AND
FLOODPLAIN ADMINISTRATION

SANTA CRUZ COUNTY
Project Report
By John Hays

July 7th, 2016, through August 3rd, 2016

1. During the month, the ALERT System reported precipitation values ranging from 0.43 inches at the gauge at Red Mountain outside of Patagonia, to a high of 2.44inches at the gauge at Calabasas Canyon.

2. 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.

3. 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.

275 Rio Rico Drive Rio Rico, Arizona 85648 (520) 375-7830 Fax (520) 375-7846 TDD (520) 761-7816

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4. 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.

5. District Staff has received and is reviewing the Draft Feasibility Study for the Nogales Wash Baffert Detention Basin.

6. District Staff received four (4) Site Review Applications. One (1) of the applications were from the City of Nogales.

7. District Staff received nine (9) Floodplain Use Permit applications. Two (2) of the applications were located within the City of Nogales.

8. District Staff reviewed the floodplain status of one-hundred one (101) properties during the past month. Twenty-five (25) of the properties was located within the City of Nogales. Two (2) of the properties were located in the Town of Patagonia.

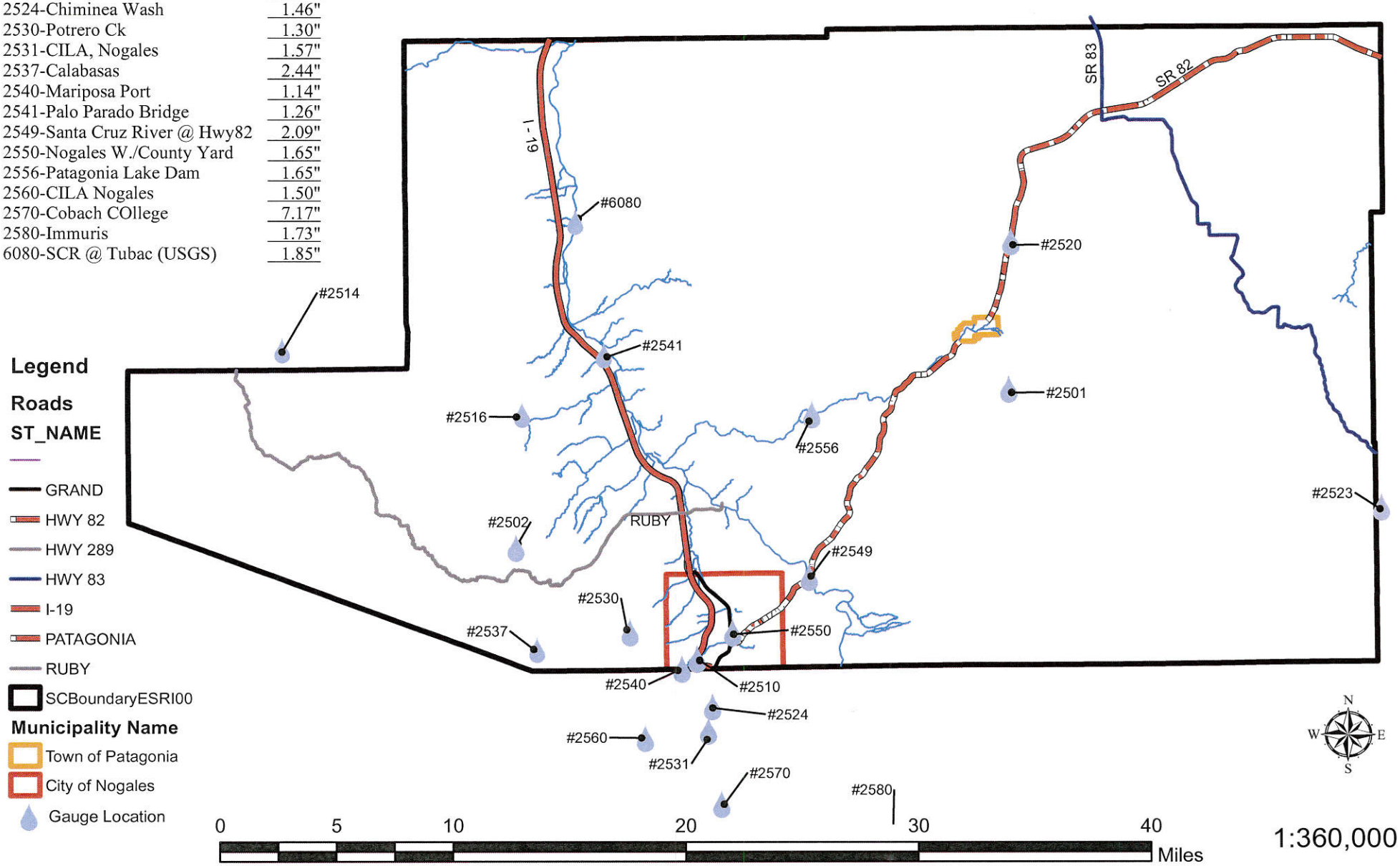
9. District Staff received two (2) drainage complaint. None (0) of the complaints originated within the City of Nogales.

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
July 2016
As of 7/26/2016

Gauge #	Precipitation Total
2501-Red Mtn	0.43"
2502-Pena Blanca Lake Dam	1.06"
2510-Ephriam/I19	1.77"
2514-Aravaca Lake	1.22"
2516-Peck Canyon	1.38"
2520-Casa Blanca/SR 82	0.98"
2523-Parker Canyon Dam	1.22"
2524-Chiminea Wash	1.46"
2530-Potrero Ck	1.30"
2531-CILA, Nogales	1.57"
2537-Calabasas	2.44"
2540-Mariposa Port	1.14"
2541-Palo Parado Bridge	1.26"
2549-Santa Cruz River @ Hwy82	2.09"
2550-Nogales W./County Yard	1.65"
2556-Patagonia Lake Dam	1.65"
2560-CILA Nogales	1.50"
2570-Cobach COllege	7.17"
2580-Immuris	1.73"
6080-SCR @ Tubac (USGS)	1.85"



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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: July 27, 2016

Subject: We have a vacant full-time and a 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 the two positions.

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

I will be present for your meeting on Wednesday, August 3, 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.

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Santa Cruz County

Department Staffing Request –

Department Probation Date needed: as soon as possible

The position requested is (check whichever applies)

X to fill two vacant detention officer positions (one full-time and one part-time)

_____ 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

$14.72 P-T

Salary Range 51 Entry Level Salary $30,630.00 F-T

Budgeted Position X Yes _____ No

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

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Santa Cruz County

Department Staffing Request

Department Assessor Date needed ASAP

The position requested is (check whichever applies)

X to fill a vacancy created by Resignation

_____ a new position

Position Title Appraiser I Source of Funding X100-01-40-5103

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 49 Entry Level Salary $ 29,152

Budgeted Position X Yes _____ No

Personnel Signature [signature]

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

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EMERGENCY MANAGEMENT
SANTA CRUZ COUNTY

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

To: Board of Supervisors

From: Raymond Sayre, Director of Emergency Management

Through: Jennifer St. John, County Manager

Date: 7/6/2016 for 7/20/2016 BOS Agenda

Subject: Service Contract with Action Imaging Group for Emergency Management Office Copier Lease

Background: The Office of Emergency Management currently has a Lanier copier serviced by Valley Imaging. This copier is no longer on an annual service contract as we are paying month to month.

The Director of IT recommends we execute a new lease with Action Imaging Group for an annual contract for a new Ricoh color copier. This will bring the new copier onto the existing countywide service contract already negotiated and in place, and reduce the charges per copy.

Recommendation: The Director of Emergency Management recommends that the Service Contract with Action Imaging Group for the lease of a copier be approved.

Financial Implications: This is an eligible EMPG expense, so the State will continue to match 50%. Emergency Management had already anticipated this changeover and has ensured our existing budget capacity is adequate.

Current Lanier Copier Lease $173.01/ month; B & W 0.0125 per copy; color 0.085 per copy
Proposed Ricoh Copier Lease (12 months) $244.62/ month; B & W 0.0055 per copy; color 0.0482 per copy

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As you will see from these comparisons, the monthly lease is $71.61 higher, but the per copy price is less than ½ of what we are currently paying. Overall I predict the impact to be equal to or less than what we are now paying, and the new copier will have fax capability which our current machine does not have.

Proposed Motions: "I move that the Service Contract with Action Imaging Group for Emergency Management Office Copier Lease be approved.

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Santa Cruz County
Emergency Management
2150 North Congress Drive
Nogales, AZ 85624
520-375-7800

Service Contract

Action Imaging Group
3970 S Evans Blvd Tucson, AZ 85714

Tuesday, July 05, 2016

ADD: NEW EQUIPMENT

EQUIPMENT	SERIAL #	I.D. #	CATEGORY	B&W VOL	COLOR VOL	LOCATION
MP-C3004			Color Copier	0	0	2150 North Congress Drive

REMOVE: OLD EQUIPMENT

EQUIPMENT	SERIAL #	I.D. #	CATEGORY	B&W METER	COLOR METER	LOCATION

MONTHLY TOTALS:

SERVICE	VOLUME	RATE	TOTAL	OVERAGE
B&W Copier	0	0.00550	$ 0.00	0.00550
Color Copier	0	0.04820	$ 0.00	0.04820
			$ 0.00	

PER MONTH

Coverage: All Inclusive FSM
Term: 12 Months
Effective: July 29, 2016

Sales Rep: Trent Duran

Bill to: Santa Cruz County
Overages to: Santa Cruz County

BASE BILLED: *monthly*
OVERAGES BILLED: *monthly*

This agreement ("Agreement") is by and between Santa Cruz County ("Customer") and Action Imaging Group ("Vendor"). By signing below Customer agrees to the Terms and Conditions on both sides of this Agreement.

X _____ TITLE: _____

PRINT NAME: _____ DATE: _____

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TERMS AND CONDITIONS

COVERAGE This Agreement covers maintenance services for the equipment ("Equipment") as described herein, provided at the Equipment's location as indicated on the face hereof, Monday through Friday, except holidays, during normal business hours. Preventive maintenance for the Equipment will be provided as determined by Vendor. Remedial maintenance will be provided after notification by Customer that Equipment is in need of service. Extended service may be provided during holidays and nonbusiness hours at additional charge.

INCLUDED IT SUPPORT: Covers labor and parts for connected devices that allow the Equipment to interface with networks (such as external or internal print control devices, network interface cards, fiery controllers or items that enhance the functionality of these devices) and the setup and configuration of related software for these devices *for 90 days from the date of installation*. Maintenance of, repairs to or damage caused by Customer's computer systems, networks, servers, peripheral devices, connection cabling, or application software are excluded.

SCOPE OF COVERAGE This Agreement covers labor and materials or adjustments, repair and replacement of parts necessitated by normal use of the Equipment with the following exceptions: damage to the Equipment arising out of misuse, abuse, negligence, relocation of Equipment or other causes beyond Vendor's control; damage resulting from lightning, electrical surges, spikes or other electrical problems; if the Equipment has been modified, damaged, altered or serviced by personnel other than those employed or authorized by Vendor; or if parts, accessories, components or supplies not authorized by Vendor are fitted to or used in the Equipment. Services rendered and parts replaced under any of these circumstances will be billed at Vendor's standard retail rates then in effect, and this Agreement will be rendered voidable at Vendor's option. All Inclusive FSM covers parts, labor, toner, developer and drum. WHITE AND CLEAR TONER AND DEVELOPER ARE NOT COVERED. Limited Maintenance Agreement (LMA), Printer Maintenance Agreement (Printer MA) and Fax Maintenance Agreement (Fax MA): Covers labor and parts only; drums, developers, fusers or fuser maintenance kits are excluded unless otherwise provided for herein. Paper and staples are excluded from all coverages.

SERVICE CALLS AND REPAIR & REPLACEMENT OF PARTS Normal business hours are Monday through Friday, 8:00 AM to 5:00 PM. Service calls under this Agreement will be made during these hours at the location(s) listed herein. Travel and labor time for service calls outside of Vendor's normal business hours will be charged at Vendor's overtime rates in effect at the time that the service call is made. All parts necessary for proper operation of the Equipment, subject to the Scope of Coverage (see above), will be furnished free of charge during service calls provided under this Agreement:

RECONDITIONING When in its sole discretion Vendor determines a shop reconditioning is necessary to keep the Equipment in working condition, Vendor will submit to customer an estimate of the needed repairs and the cost thereof, which will be in addition to the charge payable under this Agreement. Vendor will provide Customer with suitable loaner equipment, charging only for copies/pages/prints/scans made at the rate listed on page one of this Agreement, while the Equipment is being reconditioned. Copier drums will be included, if necessary, only if this Agreement is drum inclusive. If Customer does not authorize such reconditioning, Vendor may discontinue service of the Equipment under this Agreement, refunding or crediting the unused portion of the Agreement charge, or may refuse to renew this Agreement upon expiration. Thereafter, service will be available on a "Per Call" basis, at applicable rates then in effect.

TERM This Agreement shall become effective upon execution or receipt of payment by Vendor of the maintenance charges provided for herein, and coverage shall be continuous for the Term or Volume as specified herein, whichever occurs first. In the event that the indicated Volume is used in full, Vendor will continue to maintain the equipment at the overage rate set forth herein, billed in arrears, for the remainder of the Term. Unless Vendor is notified in writing at least thirty (30) days prior to the expiration date, this Agreement shall be renewed for the same successive Term and under the same terms and conditions as stated herein, except for rates and charges, which will be set at the prevailing rates then in effect.

CANCELLATION This Agreement is non-refundable and may not be transferred if equipment is sold or if title is otherwise transferred without Vendor's written authorization.

METERS Customer is responsible for providing accurate meter readings for the Equipment. Unless specifically stated otherwise, Customer will allow Vendor to install a monitoring tool on Customer's network, the purpose of which is only to monitor the operational status of the Equipment and take meter readings as necessary. There is no charge for this service. If Customer refuses this service and subsequently fails to provide timely meter information, Vendor may either estimate meters based on past usage, or acquire meters by sending personnel onsite. In either case Customer shall pay vendor a Service Charge of $7.00 for each such estimated or acquired meter reading.

CHARGES The initial charge for maintenance under this Agreement shall be the amount set forth as the "Rate" on page one of this Agreement. The maintenance charge with respect to any renewal term will be Vendor's charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within ten (10) days of the date of invoice for such charges. Customer understands that use of sub-standard supplies that cause excessive service calls or that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges when due.

PAST DUE BALANCES If Customer has any past due balances with Vendor for any reason, service under this agreement may be suspended until the full past due balance has been satisfied. Finance charges in the amount of 1.5% per month will be assessed on all past due balances.

BREACH OR DEFAULT If Customer does not pay all charges as provided in this Agreement: (1) Vendor may (a) refuse to service the Equipment or, (b) furnish service on a C.O.D "Per Call" basis at Vendor's labor rates and (2) Customer agrees to pay Vendor's costs and expenses of collection including reasonable attorney's fees permitted by law in addition to all other rights and remedies available to Vendor. All equipment sold by Vendor is designed to give optimal performance when operated within the following guidelines:

(1) Equipment must be installed in a normal setting, free from excessive dust, humidity, temperatures and ammonia or other corrosive fumes.
(2) Equipment must operate on an isolated electrical line. Equipment must at all times be operated on a UL approved electrical circuit, with proper current, voltage and type of outlet.
(3) Equipment must be connected to a power surge protection device recommended or approved by Vendor.
(4) Equipment should only be operated within the specified operational and general usage specifications as set forth by the manufacturer.
(5) Only supplies within manufacturer required specifications may be used.

If Customer operates any equipment outside the above listed guidelines and thereby causes abnormally frequent service calls or service problems, then Vendor may, at its option, terminate this Agreement immediately. In that event, Customer will be offered service on a "Per Call" basis at published rates. In the event that the equipment is moved from the installation address set forth on page one of this Agreement, then, at Vendor's option, the Agreement pertaining to the moved equipment may be terminated or an additional service charge may be added to the basic charge also set forth on page one of this Agreement. If, in the course of moving the equipment Customer or Customer's agent causes damage to the equipment, the customer will be responsible for any charges necessary to bring the equipment back into full operational specification and operation.

WARRANTY Other than the obligations set forth herein, Vendor disclaims all warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Vendor shall not be responsible for direct, incidental or consequential damages, including, but not limited to, damages arising out of the performance of the equipment or the loss of use of the equipment and customer hereby waives any claims related thereto.

MISCELLANEOUS a) This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to agreements wholly negotiated, executed and performed in Arizona. This constitutes the entire agreement between parties and may not be modified except in writing signed by duly authorized officers of Vendor and Customer.

b) If toner is included, consumption shall be within 20% of the manufacturer's suggested yields. Toner consumption exceeding 20% of the manufacturer's suggested yields will be charged at current retail price. For all contracts including toner, a freight fee may be assessed based on volume of use.

c) Full Service Maintenance is only available for equipment having a valid manufacturer serial number and UL certification.

d) Customer agrees to make available and designate a suitable key operator for training in the use of the equipment. Should the employment status of designated operator change so as to affect the operator's availability to perform the assignment, Customer shall inform Vendor immediately. A designated key operator shall also be responsible for providing Vendor with monthly meter readings.

e) Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to charges billed per this Agreement.

f) Work Space: Customer agrees that Vendor shall have full and free access and sufficient workspace to provide service on the Equipment.

g) Acceptance: This Agreement shall not be effective until it has been approved and accepted by Vendor.

h) Entire Agreement: This Agreement sets forth the entire understanding of the parties with respect to the subject matter contained herein and is binding upon both parties in accordance with the terms and conditions. There are no understandings, representations, and agreements other than those set forth herein. This Agreement shall not be amended or altered except in writing and signed by the authorized representatives of the parties.

SIGNED		CUSTOMER	**Santa Cruz County**
NAME		SALES REP	**Trent Duran**
TITLE		DATE	**July 5, 2016**

Speed	Segment	Impressions Per Minute	Manufacturer's Part Number	Retail	US Communities Contract Equipment Purchase Price	Our Leasing 36 Monthly Payments NonAppropriation
30	**MP C3004**		417449	$12,689.00	**$4,948.71**	**$158.36**
	Paper Feed Unit PB3160**		416544	1,650.00	514.00	**$16.45**
	1 Bin Tray BN3110 (125 Sheets)**		417585	535.00	243.52	**$7.79**
	Bridge Unit BU3070**		417587	205.00	136.05	**$4.35**
	Finisher SR3210		417583	1,765.00	708.74	**$22.68**
	Fax Option Type M19		417510	1,295.00	734.45	**$23.50**
	Postscript3 Unit Type M19		417504	589.00	359.01	**$11.49**
				Total 30 ppm	**$7,644.48**	**$244.62**

Our Contract Pricing
$0.0055 per Copy B/W **$0.0482 Color**

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EMERGENCY MANAGEMENT
SANTA CRUZ COUNTY

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

To: Board of Supervisors

From: Raymond Sayre, Director of Emergency Management 305

Through: Jennifer St. John, County Manager

Date: 7/27/2016 for August 3, 2016 BOS Agenda

Subject:
FFY 2016 Emergency Management Performance Grant Subrecipient Agreement # EMF-2016-EP-00009-S01

Background:
Annually FEMA, via a flow through funding process to the State of Arizona Department of Emergency and Military Affairs (AZDEMA), funds County Emergency Management under an Emergency Management Performance Grant (EMPG). This is a cost share grant which includes 50% share of Federal funds / 50% Local funds on all eligible expenses.

On March 23, 2016 SCCOEM received a Conditional Award Letter from AZDEMA. On July 19, 2016 we received the Final Award Letter from AZDEMA for the EMPG Grant in the amount of $177,741.37- which was our requested Federal share. This Award Letter includes a Subrecipient Agreement for the performance period of July 1, 2016 to June 30, 2017.

Recommendation:
The Director of Emergency Management recommends that the board sign the Subrecipient Agreement with AZDEMA which will ensure uninterrupted grant funding for SCCOEM activities.

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Financial Implications:
There is a 50% Local cost share which is factored into the adopted budget for SCCOEM. There should be no additional financial impact to the County.

Proposed Motions:
I move that the "FFY 2016 Emergency Management Performance Grant Subrecipient Agreement # EMF-2016-EP-00009-S01 between Santa Cruz County Emergency Management and the State of Arizona Department of Emergency and Military Affairs as presented by Emergency Management be approved.

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Douglas A. Ducey
GOVERNOR

Major General Michael T. McGuire
THE ADJUTANT GENERAL

July 19, 2016

Mr. Raymond Sayre
Santa Cruz County Emergency Management
2150 N. Congress Dr. , Ste 110
Nogales, AZ 85621

RE: FFY 2016 Emergency Management Performance Grant (EMPG)
Final Award Letter
Grant # EMF-2016-EP-00009-S01
CFDA # 97.042
Award Amount: **$177,741.37**

Dear Raymond Sayre:

The Arizona Division of Emergency Management has received and approved the information requested in a Conditional Award Letter dated March 23, 2016. Accordingly, we are pleased to provide you with this Final Grant Award letter for the above referenced grant # in the amount of **$177,741.37**. Funds may be obligated and expended within the period of performance and in accordance with the EMPG grant guidelines, including a cost share of 50% Federal funds/50% Local funds on all eligible expenditures. The period of performance will be from **July 1, 2016 – June 30, 2017**.

To complete the award process, please sign and return two copies of the enclosed Subrecipient Agreement to the address listed below. ADEM will then return a fully-executed copy for you to retain with your files. We must have a fully-executed copy on file in our office prior to reimbursing any funds expended under this grant award.

Additionally, all expenditures made with grant funding must adhere to all federal regulations and requirements as outlined in the EMPG Notice of Funding Opportunity, as well as the DEMA EMPG FAQ document enclosed with this letter. As outlined in the guidance, each grant award will be monitored for both programmatic and fiscal compliance once per grant cycle. Please read the guidance document carefully and thoroughly to ensure your grant funds are expended in an authorized manner.

- Action Required:
  - All EMPG Program recipients must update their EOP at least once every two years to comply with Comprehensive Preparedness Guide (CPG) 101 v.2, Developing and Maintaining Emergency Operations Plans.

- EOP expected completion date 2016/2017. Please provide a more specific date for the expected completion of the EOP revision. Progress must be included in the quarterly performance activity report through the start and end of the project. Plan must be available to review during site monitoring visit.

As a reminder, the quarterly Narrative Reports are due to the EMPG Program Coordinator within 15 days of the end of each calendar quarter and the Expenditure Reports along with all financial supporting documents are due to EMPG Finance Coordinator within 30 days of the end of each calendar quarter to receive reimbursement. Reports must have original signatures and should be mailed to the following address:

Arizona Department of Emergency & Military Affairs, Division of Emergency Management

Grants Administration Section
Attn: Diane Fernandez
EMPG Program Coordinator
5636 E McDowell Rd., Bldg 5101
Phoenix, AZ 85008

DEMA Resource Accounting/Finance
Nicole Elmer
EMPG Finance Coordinator
5645 E McDowell Rd, Bldg 5800
Phoenix, AZ 85008

Should you have any questions, please email Diane Fernandez at Diane.fernandez@azdema.gov or call 602-464-6268. We look forward to working with you and your staff in the coming year.

Sincerely,

Will Schulz
Deputy Director, Division of Emergency Management
Assistant Director, Grant Administration

Enclosure: Copy of 2016 EMPG Approved Application
2016 EMPG Subrecipient Agreement
Agreement Exhibit
FAQ Sheet
Program Performance Activity Report
Financial Reimbursement Form

SUBRECIPIENT AGREEMENT BETWEEN

Santa Cruz County Emergency Management

AND

The Arizona Department of Emergency and Military Affairs
FOR

Emergency Management Performance Grant - EMF-2016-EP-00009-S01

WHEREAS, A.R.S. § 41-4254 (6) charges the Arizona Department of Emergency and Military Affairs (DEMA) with the responsibility of administering funds.

THEREFORE, it is agreed that DEMA shall provide funding to Santa Cruz County Emergency Management ("Subrecipient") under CFDA # 97.042 for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of DEMA in administering the distribution of Emergency Management Performance Grant (EMPG) funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **July 1, 2016** and shall terminate on **June 30, 2017**. The obligations of Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES, SUPPLIES AND EQUIPMENT

Subrecipient shall provide the services for DEMA, and shall purchase the supplies and equipment for Subrecipient's use in conjunction with this Agreement as set forth in writing Subrecipient's grant application titled "EMPG FY16", a copy of which is attached as Exhibit III

a) The FY 2016 EMPG covers eligible costs from **July 1, 2016 - June 30, 2017**. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant agreement funds shall not be used for other purposes. Allowable costs are defined in the FY 2016 EMPG Notice of Funding Opportunity (NOFO), a copy of which is attached as Exhibit III(a).

b) All EMPG funded personnel must complete training requirements for the National Incident Management System (NIMS) as stated in the EMPG NOFO, and Subrecipient must provide DEMA with written proof of completion for each individual as soon as that individual's training is completed. All EMPG funded personnel must also participate in no less than three exercises run by either Subrecipient or DEMA in a 12 month period.

c) Finance & Administration- DEMA will serve as the primary fiscal agent for all FFY 2016 EMPG funds.

i) The FY 2016 EMPG program has a 50% cost match (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act,* as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, *Title VI, sections 611(U)* and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. All funds received by Subrecipient through DEMA under this Agreement are agreed to be federal matching funds; Subrecipient shall be solely responsible for providing the other 50% (cash or in-kind) in order to obtain these federal matching funds.

ii) The Federal Emergency Management Agency (FEMA) administers cost matching requirements in accordance with 2 CFR § 200.306. To meet matching requirements, Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

IV. MANNER OF FINANCING

DEMA shall:

a) Provide up to **$177,741.37** to the Subrecipient for 50% of the costs associated with the services, supplies and equipment identified in Exhibit III. Subrecipient will provide the services required by part III of this Agreement and acquire the supplies and equipment identified therein for its own use, unless a change is agreed to as provided in part XII of this Agreement.

b) Payment made by DEMA to Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by DEMA, to be submitted by Subrecipient. A listing of acceptable documentation is attached as Exhibit IV(b). Payments by DEMA to Subrecipient will be contingent upon DEMA receiving complete documentation for each expenditure from Subrecipient.

Payment maybe contingent upon certification of the Subrecipient's financial management system in accordance with acceptable standards in OMB Circular A-110.

V. FISCAL RESPONSBILITY

It is understood and agreed that all of the funds provided by DEMA to Subrecipient under this Agreement shall be used by Subrecipient only for items and services to be acquired by Subrecipient under this Agreement. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by DEMA, the State, or Federal government, Subrecipient shall reimburse said funds directly to DEMA immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

Subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) If Subrecipient expends $750,000 or more from all federal funding sources during the fiscal year, Subrecipient shall submit an organization-wide financial and compliance audit report per Subpart F of 2 C.F.R. Part 200. Failure to comply with any requirements imposed as a result of an audit will suspend the release of federal funds by DEMA to Subrecipient until Subrecipient is in compliance with all such requirements.

b) Subrecipient will be monitored periodically by DEMA, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance and administrative issues relative to each program, and may identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by DEMA, and shall provide access to all personnel, documents, and other records as may be requested from time to time by DEMA. Subrecipient also shall comply with all requests of DEMA that DEMA deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

Subrecipient must comply with the EMPG FY 2016 NOFO, Office of Management and Budget (OMB) Circular's Code of Federal Regulations (CFR), and other Federal guidance including but not limited to:

a) 2 CFR § 200.0-200.345 Uniform Administrative Requirements Subpart A-D, for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102)

b) 2 CFR § 200.402-200.475 Subpart E – Cost Principles, Local & Indian Tribal Governments

c) 2 CFR Part 200 Subpart E- §200.400-200.417 State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations.

d) U.S. Department of Homeland Security Authorized Equipment List (AEL), at https://www.fema.gov/authorized-equipment-list

e) 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

f) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal

Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

g) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)
Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) Implementation initiatives as outlined in the NOFO.

Environmental Planning and Historic Preservation
Subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of DEMA/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of Subrecipient and 2 CFR § 200.231,200.326 & 200.323.

Contractors/Subcontractors
Subrecipient may enter into written subcontract(s) for performance of certain of its functions under this Agreement in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/NOFO and DHS Program

Guidance. Subrecipient agrees and understands that no subcontract that Subrecipient enters into with respect to performance under this Agreement shall in any way relieve Subrecipient of any responsibilities for performance of its duties. Subrecipient shall give DEMA immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against Subrecipient by any subcontractor or vendor which in the opinion of Subrecipient may result in litigation related in any way to the Agreement with DEMA.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the Subrecipient's policies and procedures and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: https://gao.az.gov/publications/saam

Procurement

Subrecipient shall comply with all of its own procurement rules/policies, all Federal procurement rules/policies (including but not limited to those outlined in this section VII of this Agreement), and all Arizona State procurement code provisions and rules. The Federal intent is that all Funds are awarded competitively. Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by DEMA.

Training and Exercise

Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the NOFO. All training must be approved through DEMA/Arizona Department of Homeland Security training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

a) Submit the HSEEP Toolkit Exercise Summary to DEMA with all Exercise Reimbursement Requests within 90 days of completion of the exercise in question.

b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit within 90 days of completion of the exercise in question

c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the Subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, and the DEMA Exercise Officer.

Nonsupplanting Agreement

Subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, Subrecipient

must stop charging the grant for the new position. Upon filling the vacancy, Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) Subrecipient warrants its compliance with all Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. § 23-214, Subsection A (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").

b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at DEMA's discretion, up to and including termination of this Agreement.

c) DEMA retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all equipment and supplies acquired by Subrecipient under this Agreement. Subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations (CFRs). Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Equipment acquired by Subrecipient under this Agreement shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to DEMA immediately.

b) Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.

c) A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year. If the Capital Asset current value is equal to or greater than $5,000 at the end of life or required project activities is discontinued, Subrecipient must request and receive authorization from DEMA prior to disposition.

d) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. Subrecipient shall provide DEMA a copy of the Property Control Form with the final reimbursement request form, or no more than **forty-five (45) calendar days** after the end of the Agreement. The Property Control Form shall be updated and a copy provided to DEMA no more than forty-five (45) calendar days after equipment disposition, if applicable.

e) Upon submission of the final quarterly programmatic report Subrecipient must file with DEMA a copy of the Property Control Form. Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

f) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years. (1) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. (2) Adequate maintenance procedures must be developed to keep the property in good condition.

VIII. DEBARMENT CERTIFICATION

Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" Attached as Exhibit VIII.

IX. FUNDS MANAGEMENT

Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by Subrecipient shall include:

a) Programmatic Reports- Subrecipient shall provide quarterly programmatic reports to DEMA within fifteen (15) working days of the last day of the quarter in which services are provided. Subrecipient shall use the form provided by DEMA to submit

quarterly programmatic reports. The report shall contain such information as deemed necessary by DEMA. Subrecipient shall use the Quarterly Programmatic Report Format template, a copy of which is attached as Exhibit X(a). If a project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by DEMA. Quarterly programmatic reports shall be submitted to DEMA until the entire scope of the Grant is completed. Upon request of DEMA, Subrecipient must provide to DEMA information necessary to meet any state or federal reporting requirements.

b) Quarterly Programmatic reports are due:

October 15 .....(period July 1 – September 30)
January 15 .....(period October 1– December 31)
April 15 .....(period January 1 – March 31)
July 15 .....(period April 1 – June 30) FINAL

Quarterly Financial Expenditure reports are due:

October 30 .....(period July 1 – September 30)
January 30 .....(period October 1– December 31)
April 30 .....(period January 1 – March 31)
Aug 15 .....(period April 1 – June 30) FINAL

d) Financial Reimbursements
Subrecipient shall provide DEMA with quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by DEMA, a copy of which is attached as Exhibit X(d).

Subrecipient shall submit to DEMA a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received by DEMA later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

DEMA requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, or another established private delivery service, or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.
DEMA reserves the right to request and/or require any supporting documentation and/or information DEMA believes necessary in order to process reimbursements. Subrecipient shall promptly provide DEMA with all such documents

All reports shall be submitted by Subrecipient to the DEMA contact person as described in Part XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. **AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of Subrecipient and DEMA.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of Subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. **AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind DEMA for any contractual commitment in excess of the original Agreement period.

XIV. **RIGHT TO ASSURANCE**

If DEMA in good faith has reason to believe that Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, DEMA may demand in writing that Subrecipient give a written assurance of intent to perform. If Subrecipient fails to provide written assurance within the number of days specified in the demand, DEMA at its option may terminate this Agreement.

XV. **CANCELLATION FOR CONFLICT OF INTEREST**

DEMA may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from DEMA, unless the notice specifies a later time.

XVI. **THIRD PARTY ANTITRUST VIOLATIONS**

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

XVII. **AVAILABILITY OF FUNDS**

Every payment obligation of DEMA under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, DEMA may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to DEMA in the event this provision is exercised, and DEMA shall not be obligated or liable for any future payments or for any damages as a result of

termination under this part XVII, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

XVIII. **FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XIX. **PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XX. **ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. In the event that the parties cannot resolve their dispute on an agreed-upon basis, either party may invoke arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees, attorneys' fees, and costs) to be allocated between the parties by the arbitrator. Both parties being sovereign entities, the parties agree that any litigation to enforce an arbitration award or for any other purpose shall be only in the U.S. District Court for the District of Arizona in Phoenix, Arizona as the proper forum for litigation between sovereign entities located in the State of Arizona. In the event that the parties becoming involved in litigation with each other for any reason in any other forum, both parties agree to have any claim(s) against the other resolved in arbitration on the terms set forth in this part XX.

XXI. **GOVERNING LAW AND CONTRACT INTERPRETATION**

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXII. **ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Part XII of this Agreement; provided; however, that DEMA shall have the right to immediately amend

this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIII. **RESTRICTIONS ON LOBBYING**

Subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXIV. **LICENSING**

Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXV. **NON-DISCRIMINATION**

Subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVI. **SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. **ADVERTISING AND PROMOTION OF AGREEMENT**

Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of DEMA.

XXVIII. **CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by Subrecipient shall include closed captioning of the verbal content of such announcement.

XXIX. **INDEMNIFICATION**

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

XXX. **TERMINATION**

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of Subrecipient or DEMA to comply with any term or condition of the

Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The party wishing to terminate this Agreement shall provide the other party with a written thirty (30) day advance notice of the termination and the reasons for it.

b) If Subrecipient chooses to terminate this Agreement before the grant deliverables have been met then DEMA reserves the right to collect from Subrecipient all funds distributed by DEMA under this Agreement to Subrecipient.

c) DEMA may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. Subrecipient shall be liable to DEMA for any excess costs incurred by DEMA in procuring materials or services in substitution for those due from Subrecipient.

XXXI. **CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXII. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXIII. **AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIV. **SPECIAL CONDITIONS**

Subrecipient acknowledges that U.S. Department of Homeland Security and DEMA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

1. The copyright in any work developed under an award to DEMA or this sub-award to Subrecipient; and

2. Any rights of copy right to which the Subrecipient purchases ownership with Federal support. Subrecipient shall consult with DEMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

XXXV. **RECORD RETENTION**

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

XXXVI. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Emergency & Military Affairs
5636 E. McDowell Rd
Phoenix, AZ 85008

Santa Cruz County Emergency Management
2150 N. Congress Dr. , Ste 110
Nogales, AZ 85621

Subrecipient shall address all programmatic questions and reimbursement notices relative to this Agreement to the appropriate DEMA staff contact:

Programmatic Coordinator
Diane Fernandez
Diane.Fernandez@azdema.gov
602-464-6268

Grants Coordinator (Fiscal)
Nicole Elmer
Nicole.Elmer@azdema.gov
602-267-2762

XXXVII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF
Santa Cruz County Emergency Management

OR AND BEHALF OF
Arizona Department of Emergency & Military Affairs

_____
Authorized Signature

_____
Name & Title

_____
Date

_____

Wendy Smith-Reeve, Deputy Director

_____
Date

4983525.5

Any unauthorized changes to this document will result in termination of this award.

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SANTA CRUZ COUNTY
Public Works Department
Study Session: August 03, 2016

To: Board of Supervisors

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

Through: Jennifer St. John, County Manager

Date: July 27, 2016

Subject: Discussion/possible action to authorize: Public Works to request Statement of Qualifications (SOQ) for the privatization of Solid Waste, utilizing the Request of Qualification (RFQ) process.

Recommendation: Authorize Public Works to request Statement of Qualifications (SOQ) for the privatization of Solid Waste utilizing the Request of Qualification (RFQ) process.

Background: The Rio Rico landfill has 22 years of airspace left before the County is required to close the landfill, perform post closure monitoring, and provide a disposal facility. Based on current operation and remaining airspace it won't be possible to meet these obligations. Staff is seeking authorization to solicit qualifications from contractors to privatize operation in Solid Waste. Once qualified contractors are selected the County will request bids for privatizing.

Financial Implications: None.

Proposed Motions: "Mr. Chairman, I move to Authorize Public Works to request Statement of Qualifications (SOQ) for the privatization of Solid Waste, utilizing the Request of Qualification (RFQ) process."

Attachments:

OFFICE OF THE SHERIFF
OF SANTA CRUZ COUNTY

TONY ESTRADA
SHERIFF

RUBEN F. FUENTES
CAPTAIN

MEMORANDUM

DATE: July 27, 2016

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

THRU: Jennifer St. John, County Manager

FROM: Captain Ruben F. Fuentes, Badge No. 119 7/27/14

SUBJECT: US Bank Equipment Finance Lease Supplement and Action Imaging Group Service Contracts

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RECOMMENDATION:

Recommend that the Board of Supervisors allow Santa Cruz County Sheriff's Office and US Bank Equipment Finance Lease and Action Imaging Group enter into a supplemental lease agreement an additional Ricoh Copier leases for a period of 36 months as indicated in the attached lease.

BACKGROUND:

Santa Cruz County Sheriff's Office would like to add a copier lease to the current contract. The proposed agreement has been reviewed and approved by the County Attorney's Office.

FINANCIAL IMPLICATIONS:

Budgeted expenditures.

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usbank EQUIPMENT FINANCE

Lease Supplement

APPLICATION NO.	LEASE AGREEMENT NO.	SUPPLEMENT NO.

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
Santa Cruz County			2150 North Congress Drive	
CITY	STATE	ZIP	PHONE	FAX
Nogales	AZ	85621	(520) 375-7800	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
Santa Cruz County Sheriff				
CITY	STATE	ZIP	DBA	

EQUIPMENT ADDED

MAKE/MODEL/ACCESSORIES	SERIAL NO.
1. Ricoh MPC3004	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

☐ See the attached Schedule A

EQUIPMENT DELETED

MAKE/MODEL/ACCESSORIES	SERIAL NO.
1.	
2.	
3.	
4.	

TERM

For either option below, the start date will be set to be on the same day of the month as for the previous Lease Agreement and/or Supplement(s), unless Customer makes a request for a different start date.

_____ Mos. Termination date of this Supplement will coincide with the termination date set forth in the Lease Agreement and/or previous Supplement(s) (as applicable).

36 Mos. Termination date will not be set to coincide with any other Lease Agreement or Supplement.

PAYMENT SCHEDULE

Monthly Payment* $ $182.60 **plus applicable taxes*

TERMS AND CONDITIONS

You have requested this Supplement to the Lease Agreement (or Supplement) as set forth above. You agree that the Payment on the Supplement is in addition to your original Agreement. Except for the specific provisions set forth above, the original terms and conditions set forth in the Lease Agreement and any personal guaranty(s) shall remain in full force and effect and are incorporated herein by reference.

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the supplier, and you may contact the supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Supplement (or until you default). Your approval as indicated below of our purchase of the Equipment from the supplier is a condition precedent to the effectiveness of this Supplement.

Print Name: Signature: X

Customer (as referenced above): Santa Cruz County Date of Delivery:

CUSTOMER ACCEPTANCE

This is a Supplement to the Agreement identified above between Lessor and Customer, all the terms and conditions of which are incorporated herein. Upon the execution of this Supplement, Customer hereby agrees to lease from Lessor the Equipment described above. By signing below, you certify that you have reviewed and do agree to all terms and conditions of the Agreement and this Supplement. The Equipment and terms of this Supplement are in addition to the Equipment and terms stated in the Agreement.

Print Name: Signature: X Title:

Customer (as referenced above): Santa Cruz County Dated:

LESSOR ACCEPTANCE

Print Name: Signature:

Lessor: U.S. Bank Equipment Finance Dated:

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Santa Cruz County
Sheriff Department
2150 North Congress Drive
Nogales, AZ 85624
520-375-7800

Service Contract

Action Imaging Group
3970 S Evans Blvd Tucson, AZ 85714

Tuesday, July 05, 2016

ADD: NEW EQUIPMENT

EQUIPMENT	SERIAL #	I.D. #	CATEGORY	B&W VOL	COLOR VOL	LOCATION
MP-C3004			Color Copier	0	0	2170 N Congress

REMOVE: OLD EQUIPMENT

EQUIPMENT	SERIAL #	I.D. #	CATEGORY	B&W METER	COLOR METER	LOCATION

MONTHLY TOTALS:

SERVICE	VOLUME	RATE	TOTAL	OVERAGE
B&W Copier	0	0.00550	$ 0.00	0.00550
Color Copier	0	0.04820	$ 0.00	0.04820
			$ 0.00	

PER MONTH

Coverage: All Inclusive FSM
Term: 12 Months
Effective: August 10, 2016

Sales Rep: Trent Duran

Bill to: Santa Cruz County
Overages to: Santa Cruz County

BASE BILLED: *monthly*
OVERAGES BILLED: *monthly*

This agreement ("Agreement") is by and between Santa Cruz County ("Customer") and Action Imaging Group ("Vendor"). By signing below Customer agrees to the Terms and Conditions on both sides of this Agreement.

X _____ TITLE: _____

PRINT NAME: _____ DATE: _____

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TERMS AND CONDITIONS

COVERAGE This Agreement covers maintenance services for the equipment ("Equipment") as described herein, provided at the Equipment's location as indicated on the face hereof, Monday through Friday, except holidays, during normal business hours. Preventive maintenance for the Equipment will be provided as determined by Vendor. Remedial maintenance will be provided after notification by Customer that Equipment is in need of service. Extended service may be provided during holidays and nonbusiness hours at additional charge.

INCLUDED IT SUPPORT: Covers labor and parts for connected devices that allow the Equipment to interface with networks (such as external or internal print control devices, network interface cards, fiery controllers or items that enhance the functionality of these devices) and the setup and configuration of related software for these devices *for 90 days from the date of installation*. Maintenance of, repairs to or damage caused by Customer's computer systems, networks, servers, peripheral devices, connection cabling, or application software are excluded.

SCOPE OF COVERAGE This Agreement covers labor and materials or adjustments, repair and replacement of parts necessitated by normal use of the Equipment with the following exceptions: damage to the Equipment arising out of misuse, abuse, negligence, relocation of Equipment or other causes beyond Vendor's control; damage resulting from lighining, electrical surges, spikes or other electrical problems; if the Equipment has been modified, damaged, altered or serviced by personnel other than those employed or authorized by Vendor; or if parts, accessories, components or supplies not authorized by Vendor are fitted to or used in the Equipment. Services rendered and parts replaced under any of these circumstances will be billed at Vendor's standard retail rates then in effect, and this Agreement will be rendered voidable at Vendor's option. All inclusive FSM covers parts, labor, toner, developer and drum. WHITE AND CLEAR TONER AND DEVELOPER ARE NOT COVERED. Limited Maintenance Agreement (LMA), Printer Maintenance Agreement (Printer MA) and Fax Maintenance Agreement (Fax MA): Covers labor and parts only; drums, developers, fusers or fuser maintenance kits are excluded unless otherwise provided for herein. Paper and staples are excluded from all coverages.

SERVICE CALLS AND REPAIR & REPLACEMENT OF PARTS Normal business hours are Monday through Friday, 8:00 AM to 5:00 PM. Service calls under this Agreement will be made during these hours at the location(s) listed herein. Travel and labor time for service calls outside of Vendor's normal business hours will be charged at Vendor's overtime rates in effect at the time that the service call is made. All parts necessary for proper operation of the Equipment, subject to the Scope of Coverage (see above), will be furnished free of charge during service calls provided under this Agreement:

RECONDITIONING When in its sole discretion Vendor determines a shop reconditioning is necessary to keep the Equipment in working condition, Vendor will submit to customer an estimate of the needed repairs and the cost thereof, which will be in addition to the charge payable under this Agreement. Vendor will provide Customer with suitable loaner equipment, charging only for copies/pages/prints/scans made at the rate listed on page one of this Agreement, while the Equipment is being reconditioned. Copier drums will be included, if necessary, only if this Agreement is drum inclusive. If Customer does not authorize such reconditioning, Vendor may discontinue service of the Equipment under this Agreement, refunding or crediting the unused portion of the Agreement charge, or may refuse to renew this Agreement upon expiration. Thereafter, service will be available on a "Per Call" basis, at applicable rates then in effect.

TERM This Agreement shall become effective upon execution or receipt of payment by Vendor of the maintenance charges provided for herein, and coverage shall be continuous for the Term or Volume as specified herein, whichever occurs first. In the event that the indicated Volume is used in full, Vendor will continue to maintain the equipment at the overage rate set forth herein, billed in arrears, for the remainder of the Term. Unless Vendor is notified in writing at least thirty (30) days prior to the expiration date, this Agreement shall be renewed for the same successive Term and under the same terms and conditions as stated herein, except for rates and charges, which will be set at the prevailing rates then in effect.

CANCELLATION This Agreement is non-refundable and may not be transferred if equipment is sold or if title is otherwise transferred without Vendor's written authorization.

METERS Customer is responsible for providing accurate meter readings for the Equipment. Unless specifically stated otherwise, Customer will allow Vendor to install a monitoring tool on Customer's network, the purpose of which is only to monitor the operational status of the Equipment and take meter readings as necessary. There is no charge for this service. If Customer refuses this service and subsequently fails to provide timely meter information, Vendor may either estimate meters based on past usage, or acquire meters by sending personnel onsite. In either case Customer shall pay vendor a Service Charge of $7.00 for each such estimated or acquired meter reading.

CHARGES The initial charge for maintenance under this Agreement shall be the amount set forth as the "Rate" on page one of this Agreement. The maintenance charge with respect to any renewal term will be Vendor's charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within ten (10) days of the date of invoice for such charges. Customer understands that use of sub-standard supplies that cause excessive service calls or that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges when due.

PAST DUE BALANCES If Customer has any past due balances with Vendor for any reason, service under this agreement may be suspended until the full past due balance has been satisfied. Finance charges in the amount of 1.5% per month will be assessed on all past due balances.

BREACH OR DEFAULT If Customer does not pay all charges as provided in this Agreement: (1) Vendor may (a) refuse to service the Equipment or, (b) furnish service on a C.O.D "Per Call" basis at Vendor's labor rates and (2) Customer agrees to pay Vendor's costs and expenses of collection including reasonable attorney's fees permitted by law in addition to all other rights and remedies available to Vendor. All equipment sold by Vendor is designed to give optimal performance when operated within the following guidelines:

(1) Equipment must be installed in a normal setting, free from excessive dust, humidity, temperatures and ammonia or other corrosive fumes.
(2) Equipment must operate on an isolated electrical line. Equipment must at all times be operated on a UL approved electrical circuit, with proper current, voltage and type of outlet.
(3) Equipment must be connected to a power surge protection device recommended or approved by Vendor.
(4) Equipment should only be operated within the specified operational and general usage specifications as set forth by the manufacturer.
(5) Only supplies within manufacturer required specifications may be used.

If Customer operates any equipment outside the above listed guidelines and thereby causes abnormally frequent service calls or service problems, then Vendor may, at its option, terminate this Agreement immediately. In that event, Customer will be offered service on a "Per Call" basis at published rates. In the event that the equipment is moved from the installation address set forth on page one of this Agreement, then, at Vendor's option, the Agreement pertaining to the moved equipment may be terminated or an additional service charge may be added to the basic charge also set forth on page one of this Agreement. If, in the course of moving the equipment Customer or Customer's agent causes damage to the equipment, the customer will be responsible for any charges necessary to bring the equipment back into full operational specification and operation.

WARRANTY Other than the obligations set forth herein, Vendor disclaims all warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Vendor shall not be responsible for direct, incidental or consequential damages, including, but not limited to, damages arising out of the performance of the equipment or the loss of use of the equipment and customer hereby waives any claims related thereto.

MISCELLANEOUS a) This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to agreements wholly negotiated, executed and performed in Arizona. This constitutes the entire agreement between parties and may not be modified except in writing signed by duly authorized officers of Vendor and Customer.

b) If toner is included, consumption shall be within 20% of the manufacturer's suggested yields. Toner consumption exceeding 20% of the manufacturer's suggested yields will be charged at current retail price. For all contracts including toner, a freight fee may be assessed based on volume of use.

c) Full Service Maintenance is only available for equipment having a valid manufacturer serial number and UL certification.

d) Customer agrees to make available and designate a suitable key operator for training in the use of the equipment. Should the employment status of designated operator change so as to affect the operator's availability to perform the assignment, Customer shall inform Vendor immediately. A designated key operator shall also be responsible for providing Vendor with monthly meter readings.

e) Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to charges billed per this Agreement.

f) Work Space: Customer agrees that Vendor shall have full and free access and sufficient workspace to provide service on the Equipment.

g) Acceptance: This Agreement shall not be effective until it has been approved and accepted by Vendor.

h) Entire Agreement: This Agreement sets forth the entire understanding of the parties with respect to the subject matter contained herein and is binding upon both parties in accordance with the terms and conditions. There are no understandings, representations, and agreements other than those set forth herein. This Agreement shall not be amended or altered except in writing and signed by the authorized representatives of the parties.

SIGNED		CUSTOMER	Santa Cruz County
NAME		SALES REP	Trent Duran
TITLE		DATE	July 18, 2016

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Speed	Segment	Impressions Per Minute	Manufacturer's Part Number	Retail	US Communities Contract Equipment Purchase Price	Our Leasing 36 Monthly Payments NonAppropriation
30	MP C3004		417449	$12,689.00	$4,948.71	$158.36
	Paper Feed Unit PB3160**		416544	1,650.00	514.00	$16.45
	1 Bin Tray BN3110 (125 Sheets)**		417585	535.00	243.52	$7.79
				Total 30 ppm	$5,706.23	$182.60

Our Contract Pricing
$0.0055 per Copy B/W $0.0482 Color

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

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

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= $25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

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

SECTION 1 Name of Organization: Santa Cruz Humane Society

SECTION 2 Non-Profit/IRS Tax Exempt Number: 94-2909382

SECTION 3 The organization is a: (check one box only)

☑ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)

☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

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

Name of Business _____ License Number _____ Phone (include Area Code) _____

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

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

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

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

SECTION 7 Location of the Event: Plaza De Anza

Address of Location: 10 B. Avenida Goya Tubac. Santa Cruz AZ. 85646
Street City COUNTY State Zip

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

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

1. Applicant: Rogers. Susan Catherine 04/17/1949
Last First Middle Date of Birth

2. Applicant's mailing address: 232 E. Patagonia Hwy Nogales AZ 85621
Street City State Zip

3. Applicant's home/cell phone: (520) 631-9093 Applicant's business phone: (520) 287-5654

4. Applicant's email address: tubacsue@aol.com

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

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐ Yes ☒ No **(If yes, attach explanation.)**

2. How many special event licenses have been issued to this location this year? 0
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐ Yes ☒ No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Santa Cruz Humane Society Percentage: 80%
Address 232 E. Patagonia Hwy. (Street) Nogales. (City) AZ. (State) 85621 (Zip)

Name Tubac Market Percentage: 20%
Address 10 Avenida Goya. (Street) Tubac (City) AZ. (State) 85646 (Zip)

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police _____ Number of Security Personnel ☐ Fencing ☒ Barriers

Explanation: Only One Entrance to event - Barriers in 3. locations -

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	Oct 1- 2016	Saturday	5pm - 10pm.	10. P.M.
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

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

FOR DLLC USE ONLY
License #:
Date:
Approved by:

FAIR/FESTIVAL LICENSE APPLICATION

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

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

SECTION 1 Application type:

☐ **Wine Fair** ☐ **Wine Festival** ☐ **Craft Distillery Fair** ☑ **Craft Distillery Festival**

1. Applicant's Name: John W. Patt Contact Phone #: 928-757-7611
2. Business name: Desert Diamond Distillery Liquor license #: 18083000 (Farm Winery or Craft Distillery)
3. Email: pattelinc@aol.com
4. Mailing address: 4875 Olympic Dr. Kingman ~~Az.~~ 86401 (Street Address / City / State / Zip Code)
5. Location of fair/festival: 3450 HWY 82 Sonoita Santa Cruz 85637 (Street address / City / County / Zip Code)

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

	Date	Day of Week	Start Time AM/PM	End Time AM/PM
1.	8/13	Saturday	1000	2359
2.				
3.				
4.				
5.				
6.				
7.				

Please attach an additional sheet if necessary

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

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Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
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FOR DLLC USE ONLY
License #:
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FAIR/FESTIVAL LICENSE APPLICATION

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

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

SECTION 1 Application type:

☐ **Wine Fair** ☐ **Wine Festival** ☐ **Craft Distillery Fair** ☑ **Craft Distillery Festival**

1. Applicant's Name: TREVOR STRENG Contact Phone #: 520 609 8864
2. Business name: THE INDEPENDENT DISTILLERY Liquor license #: 18103001 (Farm Winery or Craft Distillery)
3. Email: trevor@theindependentdistillery.com
4. Mailing address: 30 S. ARIZONA AVE (Street Address) TUCSON (City) AZ (State) 85701 (Zip Code)
5. Location of fair/festival: 3450 HWY 82 (Street address) Sonoita (City) Santa Cruz (County) 85637 (Zip Code)

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

	Date	Day of Week	Start Time AM/PM	End Time AM/PM
1.	8/13	Saturday	1000	2359
2.				
3.				
4.				
5.				
6.				
7.				

Please attach an additional sheet if necessary

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'16 JUN 2 Liq. Lic. PM12:07

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

Application for Liquor License
Type or Print with Black Ink

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

SECTION 1 This application is for a:

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

SECTION 2 Type of Ownership:

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

SECTION 3 Type of license

1. Type of License: ~~03 Microbrewery(New)~~06-Bar~~(Person Transfer)~~ LICENSE# 06120009

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Jesser (Last) Cheryl (First) Lynn (Middle)
2. Owner Name: Copper Brothel Brewery LLC B1056781
   (Ownership name for type of ownership checked on section 2)
3. Business Name: Copper Brothel Brewery B1056782
   (Exactly as it appears on the exterior of premises)
4. Business Location Address: 3112 Hwy 83 (Street) Sonoita (City) AZ (State) 85637 (Zip Code) Santa Cruz (County)
   (Do not use PO Box)
5. Mailing Address: P.O. Box 786 (Street) Sonoita (City) AZ (State) 85637 (Zip Code)
   (All correspondence will be mailed to this address)
6. Business Phone: pending Daytime Contact Phone: 303-710-0255
7. Email Address: rjesser@r2rlogistics.com
8. Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☑ No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☑ Yes ☑ No
   If yes, what City, Town or Tribal Reservation is this Business located in: ~~Unincorporated Sonoita, Santa Cruz County~~
10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) $ 37,500.00

Department Use Only

Fees:				$
$700			$66	766 cc
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees

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

Accepted by: C.A. Date: 06-02-2016 License # 06120009

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

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

Application for Liquor License
Type or Print with Black Ink

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

'16 JUN 2 Liq. Lic. 001158

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

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

SECTION 3 Type of license

1. Type of License: 03-Microbrewery LICENSE # 03123004

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Jesser (Last) Cheryl (First) Lynn (Middle)
2. Owner Name: Copper Brothel Brewery LLC (Ownership name for type of ownership checked on section 2)
3. Business Name: Copper Brothel Brewery (Exactly as it appears on the exterior of premises)
4. Business Location Address: 3112 Hwy 83 (Street) Sonoita (City) AZ (State) 85637 (Zip Code) Santa Cruz (County) (Do not use PO Box)
5. Mailing Address: P.O. Box 786 (Street) Sonoita (City) AZ (State) 85637 (Zip Code) (All correspondence will be mailed to this address)
6. Business Phone: pending Daytime Contact Phone: 303-710-0255
7. Email Address: rjesser@rarlogistics.com
8. Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☑ No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☑ Yes ☐ No
   If yes, what City, Town or Tribal Reservation is this Business located in: ~~Unincorporated Sonoita, Santa Cruz Co~~
10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) $ _____

Department Use Only

Fees:				$
100				100 –
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees

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

Accepted by: MS Date: 06/02/2016 License # 03123004

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

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Board of Supervisors

Santa Cruz County

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

MEMORANDUM

TO: Board of Supervisors

FROM: Melinda Meek, Clerk of the Board/Elections Director MM

THROUGH: Jennifer St. John, County Manager

DATE: August 2, 2016

RE: Cancellation of Election for Precinct Committeemen-Resolution #2016-08

RECOMMENDATION: Staff recommends approval of Resolution #2016-08 cancelling the election of Precinct Committeemen for the 8/30/16 Primary Election and appointing candidates that filed.

BACKGROUND: A.R.S. §16-822(B) states that if the number of persons who file nominating petitions for the office of Precinct Committeeman is less than or equal to the number of positions available, the Board of Supervisors may cancel the election for those positions and appoint them as if elected.

Also, A.R.S. §16-410(A) states that if the total of the number of persons who file a nomination petition **and** the number of persons who file a nomination paper for a write-in candidate is less than or equal to the number of positions to be filled, the Board of Supervisors may cancel the election for those positions and appoint them as if elected.

FINANCIAL IMPLICATIONS: Cancellation will result in cost-savings to the County because the office of Precinct Committeeman and candidate's names will not have to be printed on the ballot for those precincts.

PROPOSED MOTION: Move to approve Resolution #2016-08 cancelling the election of Precinct Committeemen for the 8/30/16 Primary Election for the precincts list on Exhibit A and appointing candidates that filed as listed on Exhibit A, as if they were elected.

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RESOLUTION #2016-08

A RESOLUTION OF THE SANTA CRUZ COUNTY BOARD OF SUPERVISORS CANCELLING THE ELECTION OF PRECINCT COMMITTEEMEN FOR THE AUGUST 30, 2016 PRIMARY ELECTION AND APPOINTING CANDIDATES THAT FILED

WHEREAS, an election was to be held on August 30, 2016 for the Office of Precinct Committeeman; and

WHEREAS, pursuant to A.R.S. §16-311, any person desiring to become a candidate at the Primary Election for a political party to be held on August 30, 2016, must have signed and filed nomination papers on or before June 1, 2016; and

WHEREAS, pursuant to A.R.S. §16-822(B), if the number of persons who file nominating petitions for an election to fill Precinct Committeeman positions is less than or equal to the number of Precinct Committeeman positions, the county Board of Supervisors may cancel the election for those positions and appoint the person(s) who filed nominating petitions to fill those positions; and

WHEREAS, pursuant to A.R.S. §16-410(A), if the total of the number of persons who file a nomination petition for a candidate **and** the number of persons who file a nomination paper for a write-in candidate is less than or equal to the number of positions to be filled, the county Board of Supervisors may cancel the election and appoint the person(s) who filed the nomination petition or nomination paper to fill the position(s); and

WHEREAS, the list of candidates for Precinct Committeemen for each precinct, for each participating party, for which there are fewer than or an equal number of candidates to the number of positions for Precinct Committeemen is attached as **EXHIBIT A**; and

WHEREAS, cancellation of the election for Precinct Committeeman positions and the appointment of candidates who filed for Precinct Committeeman will foster efficiency, economy and cost saving in the election process.

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NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Santa Cruz County that the party elections of Precinct Committeemen scheduled for August 30, 2016 are hereby cancelled for the precincts listed in **EXHIBIT A**.

BE IT FURTHER RESOLVED that each of the candidates that filed nomination papers to run for the office of Precinct Committeeman that are designated on the attached **EXHIBIT A** are hereby appointed to fill these offices, effective upon the beginning of the term, with all of the powers and duties of that office as if elected.

PASSED AND ADOPTED this 3rd day of August, 2016.

_____
Rudy Molera, Chairman

_____
Manuel Ruiz, Vice-Chairman

_____
John Maynard, Supervisor

ATTEST:

_____
Melinda Meek
Clerk of the Board

APPROVED AS TO FORM:

_____
Charlene Laplante
Attorney for the Board

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EXHIBIT A

SANTA CRUZ COUNTY PRIMARY ELECTION 08/30/2016 PRECINCT COMMITTEEPERSON DEMOCRAT		
CANDIDATE PACKETS		
DATE	NAME ADDRESS TELEPHONE#	PRECINCT #
5/20/2016	Darling, Mary 455 W. Crawford Nogales, AZ 85621	Nogales 1
5/31/2016	Darling Sr., Mary 455 W. Crawford Nogales, AZ 85621	Nogales 1
5/24/2016	McCune, Richard 455 W. Crawford St. Nogales, AZ 85621	Nogales 1
6/1/2016	Courtland, Christine 344 W. Noon St. Nogales, AZ 85621	Nogales 2
6/15/2016 (write-in)	Guzman, Alex 284 Poco Ct. Rio Rico, AZ 85648	Rio Rico 7
6/15/2016 (write-in)	Luján, Maria 284 Poco Ct. Rio Rico, AZ 85648	Rio Rico 7
5/31/2016	Sainz, Suzanne "Suzie" 1960 N. Yucca Dr. Nogales, AZ 85621	Nogales 9
6/15/2016 (write-in)	Orozco, Santiny 2141 N. Apache Blvd. Nogales, AZ 85621	Nogales 10
5/23/2016	Smith, Jerry 656 W. Mesa Verde Drive Nogales, AZ 85621	Nogales 10
6/1/2016	Bracker, Bruce 2315 Circulo de Anza Tubac, AZ 85646	Tubac 11
6/1/2016	Vose, Marsha 15 Burruel St., 6-A Tubac, AZ 85646	Tubac 11
5/31/2016	Wieging, Mark 3 Trocito Court Tubac, AZ 85646	Tubac 11
5/24/2016	Delci, Edward M. 2 Dixon Ct. Nogales, AZ 85621	Santa Cruz 13

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5/24/2016	Pesqueira, Virginia 2 Dixon Ct. Nogales, AZ 85621	Santa Cruz 13
5/23/2016	Anderson, Molly 52 Apache Trail Sonoita, AZ 85637	Sonoita 15
5/24/2016	Havill, Juanita 14 Calle Sobaipuri Sonoita, AZ 85637	Sonoita 15
5/26/2016	Kirby, Lou Anne 6 Fraizer Drive Sonoita, AZ 85637	Sonoita 15
6/15/2016 (write-in)	Williams, Connie 1043 Oso Ct. Rio Rico, AZ 85648	Calabasas 17
6/1/2016	López, Roxana 240 W. Camino del Sol Nogales, AZ 85621	Nogales 20
6/1/2016	McKenzie, Amber 191 West Ellis Nogales, AZ 85621	Nogales 20
5/31/2016	Liz Collier 140 Circulo Montana Nogales, AZ 85621	Lake Patagonia 24

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EXHIBIT A

SANTA CRUZ COUNTY PRIMARY ELECTION 08/30/2016 PRECINCT COMMITTEEPERSONS		
REPUBLICAN		
DATE	**NAME ADDRESS TELEPHONE#**	**PRECINCT #**
5/31/2016	Drummond, A. Foster 49 W. Rain Valley Rd. Elgin, AZ 85611	Elgin 6
5/31/2016	Drummond, Katheryn 49 Rain Valley Rd. Elgin, AZ 85611	Elgin 6
5/31/2016	Schock, Bill 4199 Hwy 82 Elgin, AZ 85611	Elgin 6
6/1/2016	Castleton, Haydn 1177 Avenida Glorioso Rio Rico, AZ 85648	Rio Rico 7
5/31/2016	Maldonado, Esperanza 1223 Avenida Gandara Rio Rico, AZ 85648	Rio Rico 7
5/31/2016	Maldonado, John 1223 Avenida Gandara Rio Rico, AZ 85648	Rio Rico 7
5/31/2016	Taylor, Estela 1204 Avenida Gandara Rio Rico, AZ 85648	Rio Rico 7
5/31/2016	Taylor, Zack 1204 Avenida Gandara Rio Rico, AZ 85648	Rio Rico 7
5/2/2016	Rose, Cynthia 3 Camino Otero Tubac, AZ 85646-4105	Tubac 11
5/2/2016	Rose, Gary 3 Camino Otero Rio Rico, AZ 85648	Tubac 11
5/31/2016	Flórez, Muriel J. 05 Windmill Ct. Nogales, AZ 85621	Santa Cruz 13
6/1/2016	Roberts, Fred 6338 Blue Haven Road Patagonia, AZ 85624	Patagonia 14
6/1/2016	Massee, Luisa 1148 N. Duncan Drive Nogales, AZ 85621	Nogales 18
6/1/2016	Massee, Michael 1148 N. Duncan Dr. Nogales, AZ 85621	Nogales 18

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, August 3rd, 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 28th day of July, 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

August 3, 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) — approved

H. ACTION ITEMS

1. Personnel, waive of hiring freeze and authorization to fill vacant Appraiser I position (Req: Felipe A. Fuentes) — approved
2. Discussion/possible action to approve Service Contract with Action Imaging Group for Emergency Management Office copier lease (Req: Ray Sayre) — approved
3. Discussion/possible action to approve FFY 2016 Emergency Management Performance Grant Sub-recipient Agreement #EMF-2016-EP-00009-S01 (Req: Ray Sayre) — approved
4. Discussion/possible action to authorize Public Works to request Statement of Qualifications (SOQ) for the privatization of Solid Waste, utilizing the Request of Qualification (RFQ) process (Req: Jesus Valdez) — approved
5. Discussion/possible action to approve a pro statement in support of Santa Cruz Valley Unified School District #35 Maintenance and Operation Budget Override Election on 11/8/16 (Req: Chairman) — removed
6. Discussion/possible action to approve Supplemental Lease with US Bank Equipment Finance for copier in Sheriff's Office Squad Room and Service Agreements with Action Imaging for equipment maintenance (Req: Ruben F. Fuentes) — approved

7. Discussion/possible action to approve Application for Special Event License: Santa Cruz Humane Society, October 1, 2016 (Req: Clerk) approved
8. Discussion/possible action: request recommendation of approval of Fair/Festival License Applications, 8/13/16: (Req: Clerk)
   a. Desert Diamond Distillery approved
   b. The Independent Distillery approved
9. Discussion/possible action: request recommendation of approval of Application for Liquor License for Copper Brothel Brewery, Sonoita, AZ (Req: Clerk) approved
10. Discussion/possible action to approve Resolution # 2016-08 cancelling the election of Precinct Committeemen for the 8/30/16 Primary Election and appointing candidates that filed (Req: Elections Director) approved
11. Demands approved
12. Approval of Minutes: 11/18/15 approved

I. ADJOURNMENT

Posted: 7/28/16 at 4:10 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
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