Board of Supervisors

Santa Cruz County

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

PUBLIC NOTICE OF MEETING

Notice is hereby given, pursuant to A.R.S. 38-431.02, that the Board of Supervisors of Santa Cruz County, State of Arizona, will hold a ***REGULAR MEETING*** at ***9:30 a.m.***, on ***WEDNESDAY, July 20th, 2016*** at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

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

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

Dated this 15th day of 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

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District 2

JOHN MAYNARD
District 3

A G E N D A

July 20, 2016 at 9:30 a.m.

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

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. ADOPTION OF AGENDA

C. CALL TO THE PUBLIC:

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

D. CURRENT EVENTS

1. Board of Supervisors
2. Manager

E. DEPARTMENT REPORTS AND ACTIVITIES

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

F. JAIL DISTRICT — ACTION TAKEN

1. Personnel, waive of hiring freeze and authorization to create and fill Nurse Practitioner position within the Health Department for the Jail (Req: County Manager) _____

G. ACTION ITEMS

1. County Supervisors Association Report to the Board of Supervisors (Req: Craig Sullivan, Executive Director, County Supervisors Association of Arizona) _____
2. Discussion/possible action to approve Service Agreement between Loomis Armored US, LLC and Santa Cruz County Treasurer's Office (Req: Liz Gutfahr) _____
3. Discussion/possible action to approve 2016 U of A Pharmacy Camp Contract: University of Arizona Foundation and Santa Cruz County School Superintendent's Office (Req: Alfredo I. Velasquez) _____
4. Discussion/possible action to approve Arizona Supreme Court, Administrative Office of the Courts Agreement No. 2017-15 for Life Skills Program (Req: Alfredo I. Velasquez) _____
5. Discussion/possible action to approve The Governor's Healthy Families-Healthy Youth Program: Middle School Pilot Project Intergovernmental Agreement (Req: Alfredo I. Velasquez) _____
6. Discussion/possible action to approve Southwest Educational Consulting Associates, Inc. proposals for FY 2016-2017 (Req: Alfredo I. Velasquez) _____
7. Discussion/possible action to approve Healthy Student Project Intergovernmental Agreement between the Santa Cruz County School Superintendent's Office and Nogales Unified School District #1 (Req: Alfredo I. Velasquez) _____
8. Discussion/possible action to approve Santa Cruz County Youth Career Connect: Career Readiness Opportunities (CREO) Intergovernmental Agreement between the Santa Cruz County School Superintendent's Office and Nogales Unified School District #1 (Req: Alfredo I. Velasquez) _____
9. Discussion/possible action to approve Santa Cruz County Youth Career Connect: Career Readiness Opportunities (CREO) Intergovernmental Agreement between the Santa Cruz County School Superintendent's Office and Santa Cruz Valley Unified School District #35 (Req: Alfredo I. Velasquez) _____
10. Discussion/possible action to approve Intergovernmental Agreement No. IGA-SABG-GR-16-040116-13, between the State of Arizona Governor's Youth, Faith and Family and the Santa Cruz County School Superintendent's Office (Req: Alfredo I. Velasquez) _____

11. Personnel, waive of hiring freeze, authorization to create and fill Senior Court Clerk position for Justice Court #2 (Req: Honorable Judge Barth) _____
12. Discussion/possible action: request recommendation of approval of Fair/Festival License Applications, 8/13/16: (Req: Clerk)
    a. Sonoita Vineyards LTD _____
    b. Burning Tree Cellars LLC _____
    c. Manning & Manning Inc. _____
    d. Lightning Ridge Cellars _____
    e. Carlson Creek Vineyard LLC _____
    f. Cellar 433 _____
    g. Village of Elgin Winery _____
    h. Elgin Distillery _____
    i. Arizona Stronghold Vineyards _____
13. Discussion/possible action: request recommendation of approval of Application for Special Event Liquor License: Arizona Craft Distillers Guild, Sonoita, AZ 8/13/16 (Req: Clerk) _____
14. Discussion/possible action to approve Bond for Duplicate Warrant #2-64336 in the amount of $1,702.61 dated 5/18/16 payable to O'Neil Printing Inc. (Req: Clerk) _____
15. Demands _____
16. Approval of Minutes: 11/04/15 _____

H. STUDY SESSION

Discussion regarding Solid Waste Operations and Finances (Req: Jesus Valdez)

I. ADJOURNMENT

Posted: 7/15/16 at 10:30 a.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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CASH AND INVESTMENT REPORT

July 20, 2016

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	**100**	**GENERAL FUND**	**$ 2,474,540**	**$ 71,608**	**$ 7,728,021**	**$ 10,202,562**
225	101	J.P. #1 TIME PAYMENT FEES	42,113			42,113
245	102	J.P. #2 TIME PAYMENT FEES	(5,183)			(5,183)
262	103	J.C.E.F. COURT FEES	136,639			136,639
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)	(45,394)			(45,394)
126	111	ATTORNEY'S DIVERSION PROGRAM	(352)			(352)
127	112	VICTIM RIGHTS NOTIFICATION	6,650			6,650
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	472			472
185	122	NON IV-D CONVERSION FUND	707			707
259	125	FILL THE GAP (5%)	90,918			90,918
111	128	RETRIEVAL CONVERSION FUND	92,754		182,454	275,208
227	133	CIRCLES OF PEACE	6,744			6,744
203	134	LEPC GRANT	2,110			2,110
112	135	TAXPAYERS' INFORMATION FUND	57,626			57,626
204	137	PRE-DISASTER MITIGATION	(9,950)			(9,950)
205	139	DOMSTC PREP HAZRD MAT TRAINING	0			0
132	141	FILL THE GAP (ATTORNEY)	9,409			9,409
110	142	ASSESSOR'S RETRIEVAL	67,730			67,730
133	143	5% FTG ALLOC-C.A. 21.61%	35,133			35,133
206	144	EMERGENCY RESPONSE FUND	0			0
228	148	JUSTICE COURT #1 FARE FUND	5,605			5,605
151	151	FEDERAL PROGRAM INCOME-CA	(3,575)			(3,575)
154	154	ADHS OVERTIME 130435-01	0			0
615	155	CASE MANAGEMENT FUND	81,451			81,451
155	156	SLOT GRANT- COUNTY ATTORNEY	(9,324)			(9,324)
676	191	SCHOOL FOREST FEES FUND	18,230			18,230
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	56,745			56,745
120	204	OLD COURTHOUSE FUND	(45)			(45)
105	**205**	**ROAD FUND**	**1,405,641**		**661,748**	**2,067,389**
625	206	WASTE TIRE GRANT (ADEQ)	104,920			104,920
600	207	ANIMAL CONTROL FUND	(13,447)			(13,447)
601	208	STERILIZATION ENFORCEMENT FUND	37,762			37,762
106	209	ADOT HOUSE BILL 2565	0			0
134	210	ANTI-RACKETEERING #2	(148,781)			(148,781)
135	211	A.C.J.C. PROSECUTION #20	(7,447)			(7,447)
136	212	RESTITUTION--VICTIM COMP	20,021			20,021
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	(15,682)			(15,682)
139	219	ATTORNEY'S ENHANCEMENT FUND	(31,640)			(31,640)
282	221	JUVENILE PROBATION FEES	107,306		24,930	132,236
263	222	FARE PROGRAM FUND	467			467
280	223	FAMILY COUNSELING GRANT	15,358			15,358
308	224	ADULT PROBATION FEES	289,009		96,502	385,510
140	225	VICTIM ASSISTANCE GRANT	(2,103)			(2,103)
277	226	JCEF-STANDARD	0			0
302	227	JCEF-STATE AID ENHANCEMENT	0			0
281	228	JUVENILE DIVERSION FEES	89,261		3,761	93,022
311	229	JCEF-ADULT INTENSIVE PROBATION	0			0
275	230	PIC-ACT GRANT	631			631
300	231	COMMUNITY PUNISHMENT PROGRAM	26,501			26,501
274	232	JCEF-JUVENILE INTENSIVE PROB.	0			0
250	233	CASA PROGRAM FUND	273			273
273	234	JUVENILE INTENSIVE PROBATION	(1,806)			(1,806)

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910	235	ADULT INTENSIVE PROBATION	(12,440)			(12,440)
276	236	STANDARD PROBATION	7,125			7,125
301	237	STATE AID ENHANCEMENT GRANT	(7,034)			(7,034)
304	238	DRUG ENFORCEMENT GRANT	0			0
312	239	PROBATION/PAROLE SERVICES	5,379		48,077	53,456
330	240	JAIL ENHANCEMENT GRANT	337,808			337,808
331	242	GOHS GRANT (SHERIFF)	(12,942)			(12,942)
332	243	VICTIM BILL OF RIGHTS	0			0
333	247	CJEF BURGLARY PREVENTION	0			0
683	249	JUVENILE EDUCATION FUND	1,625			1,625
370	250	HEALTH SERVICE FUND	(7,970)			(7,970)
141	264	F.B.I. SEIZURE GRANT	0		975	975
255	267	TRAFFIC CASE PROCESSING FUND	9,540			9,540
337	268	DOJ BULLET PROOF VEST FUNDING	0			0
377	269	BIO-TERRORISM GRANT	(29,870)			(29,870)
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	(437)			(437)
142	276	AZ AUTO THEFT AUTHORITY (ATTY)	647			647
143/342	277	PROGRAM INCOME C.A. & METRO	9,290			9,290
689	280	PART B IDEA BASIC	9,252			9,252
690	281	CHEMICAL ABUSE	0			0
381	284	EBOLA AWARD	(20,983)			(20,983)
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%	9,878			9,878
309	292	ADULT PROB SVC EXTRA FEES > $40	115,186			115,186
691	299	COUNTY JAIL EDUCATION	67,008			67,008
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	516			516
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	(35,266)			(35,266)
256	312	FTG-INDIGENT DEFENSE	4		22	26
626	313	SELF HHW/ABOP SITE	6,149			6,149
288	314	COMMUNITY SERVICE	387			387
287	315	JAIBG-JUV	209			209
290	319	JUVENILE DETENTION ALTERNATIVE INITIATIVES	0			0
260	321	5% FTG ALLOC-SUP CRT 57.37%	541,720			541,720
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**	**459,233**		**874,934**	**1,334,166**
950	351	FIRE DISTRICT SECONDARY FUND	889	(71,608)		889
352	352	BORDER SECURITY ENHANCEMENT	0			0
651	353	FLOOD CONTROL RESERVE FUND	7,479		16,716	24,194
354	354	ICE GRANT	(40,027)			(40,027)
355	355	OPERATION STONE GARDEN #999435	(322)			(322)
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	(83,295)			(83,295)
725	365	PROFESSIONAL DEVELOPMENT GRANT	0			0
746	377	WIA RAPID RESPONSE	0			0
727/728	380	WIA YOUTH PROGRAM	(22,425)			(22,425)
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	(12,455)			(12,455)
739	393	WIA ADULT	(8,275)			(8,275)
740	394	WIA DISLOCATED WORKER	(11,112)			(11,112)
741	395	WIA ADMINISTRATION	(1,565)			(1,565)

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743	397	WORK INCENTIVE GRANT	0		0
400	408	APRON RECONSTRUCTION	(25,351)		(25,351)
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	111,219	219,044
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336	51,139	53,475
121	488	BUILDING DEBT SERVICE	263,217	52,022	315,239
325	**489**	**JAIL DISTRICT**	**(75,950)**	**1,681**	**(74,269)**
502	502	TOHONO O'ODHAM (LANDFILL)	0		0
210	503	HAZMAT CAPACITY BUILDING	(34,643)		(34,643)
500	540	LANDFILL	39,791		39,791
501	541	LANDFILL RESERVE FUND	320,537	994,074	1,314,610
602	602	OFFICER SAFETY EQUIPMENT-AC	2,250		2,250
704	659	IDEA BASIC/SECURE CARE (Z-220)	5,626		5,626
701	663	1ST CENT COM. LEARNING (Z-300)	2,460		2,460
706	664	TAYLOR GRAZING FEES (Z-395)	719		719
707	665	STATE CHEMICAL ABUSE (Z-430)	30		30
951	667	INDIRECT COSTS (Z-570)	369		369
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	0		0
712	688	JUVENILE DETENTION LEARN	(698)		(698)
118	689	HAVA BLOCK GRANT	15,179		15,179
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	5,519		5,519
716	716	TEAM ANONYMOUS	5,723		5,723
717	717	ADOLESCENT WELLNESS NETWORK	13,347		13,347
718	718	DISTRICT #99-INSURANCE FUND	10,176		10,176
719	719	YOUTH CAREER CONNECT GRANT	(53,191)		(53,191)
720	720	HEALTHY STUDENTS	(58,916)		(58,916)
750	750	ADULT EDUCATION - ELAA STATE	6,618		6,618
751	751	ADULT EDUCATION - ELAA FEDERAL	(39,277)		(39,277)
752	752	CAREER & COLLEGE READINESS	0		0
753	753	ADULT EDUCATION - ABE/ASE STATE	2,022		2,022
756	756	WIOA TABE 9-10	(30,786)		(30,786)
759	759	WIOA POSTSECONDARY BRIDGE	(4,943)		(4,943)
186	956	EMANCIPATION ADMIN COSTS	66		66
248	974	COURT ENHANCEMENT FEE-JP #2	32,203		32,203
247	975	$13 ASSESSMENT FUND-JP #2	6,447		6,447
231	976	COURT ENHANCEMENT FEE-JP #1	77,179		77,179
230	977	$13 ASSESSMENT FUND-JP #1	33,548		33,548
353	978	OFFICER SAFETY EQUIPMENT-SO	30,134		30,134
148	981	DOMESTIC VIOLENCE STOP GRANT	(39,112)		(39,112)
107	985	PALO PARADO RAILROAD IMPROV	0		0
149	986	VICTIM SERVICES DONATIONS	1,386		1,386
229	987	INCREASING EFFICIENCY	13,469		13,469
289	988	JUV DIVERSION SVC FEES-OVER	7,429		7,429
351	992	FEDERAL PROGRAM INCOME-MTF	6,206		6,206
386	993	MEDICAL RESERVE CORP	22,743		22,743
246	995	JP 2 FARE PROGRAM	1,053		1,053
208	997	CITIZEN CORPS TRAIN #150406-02	(2,581)		(2,581)
383	998	IMMUNIZATION PROGRAM	0		0
264	999	STATE-FILL THE GAP FUND	0		0
		TOTALS FOR ALL FUNDS	**$ 7,873,426**	**$ 10,848,474**	**$ 18,721,900**
		SUSPENSE FUND (AMT. UNAPPORT.)	**0**		

PROJECTED END OF THE MONTH BALANCE
FOR GENERAL FUND

GENERAL FUND NET CASH BALANCE		2,474,540	
PENDING - REVENUE			
AUTO LIEU		80,000	
SALES TAX		150,000	
COUNTY 1/2 CENT TAX		175,000	
APPORTIONMENT AMOUNT		0	
LOTTERY		0	
PENDING - EXPENDITURES			
JULY 20, 2016 EXPENSE WARRANTS	(569,082)		
JULY 22, 2016 PAYROLL WARRANTS	(465,000)		
SPECIAL REVENUE DEFICIT		(970,650)	
STATE POOL INVESTMENT		7,728,021	
ESTIMATED E.O.M. BALANCE		**8,602,830**	
DIFFERENCE			**420,342**
CASH AT JULY 2015		**8,182,488**	

Santa Cruz County

Department Staffing Request

Department HEALTH DEPARTMENT Date needed ASAP

The position requested is (check whichever applies)

_____ to fill a vacancy created by _____

X a new position

Position Title NURSE PRACTITIONER Source of Funding JAIL DISTRICT X 325-52

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? X Yes _____ No (SEE ATTACHED)

Personnel Review

$41,288 BUDGETED FOR LPN WHICH WE ARE NOT GOING TO FILL THIS FISCAL YEAR, LEAVING $43,012 UNBUDGETED. ALL BENEFITS HAVE BEEN BUDGETED.

Salary Range 92 Entry Level Salary $84,300

Budgeted Position _____ Yes _____ No PARTIALLY FUNDED / BUDGETED

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

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INTEROFFICE MEMORANDUM

TO: BOARD OF SUPERVISORS
FROM: LIZ GUTFAHR
SUBJECT: LOOMIS SERVICE AGREEMENT
DATE: JULY 13, 2016
CC: JENNIFER ST. JOHN

Recommendation:

Staff recommends that the Board approve Loomis Service Agreement between Loomis Armored US, LLC ("Loomis") and Santa Cruz County Treasurers Office.

Background:

Loomis to pick up, receive from, and/or deliver to JP Morgan Chase Bank, securely sealed or locked shipments which may contain any or all of the following: Currency, coin, checks. Securities, or other valuables.

The fee for this service shall be $426.66 per month for a period of two (2) years.

Proposed Motion:

Move to approve the Loomis Service Agreement between Loomis Armored US, LLC and Santa Cruz County Treasurers Office.

LOOMIS

SERVICE AGREEMENT

The following paragraphs of this Service Agreement (the "Agreement") outline the agreements and understandings by and between

LOOMIS ARMORED US, LLC
("LOOMIS")
a Texas Limited Liability Company
with offices at:
2500 City West Blvd. Ste. 900,
Houston, TX 77042.

and

SANTA CRUZ COUNTY TREASURES OFFICE
("CUSTOMER")
a Arizona corporation, located at,
2150 N Congress,
Nogales AZ 85621.

This Agreement expresses and outlines the services, roles, and responsibilities of the parties. If additional locations are added to the scope of this Agreement, consistent terms and services will be maintained. These promises for such services and their related payments form the basis of this Agreement, made this 1st day of March, 2016.

Term: Service will begin on the 1st day of March , 2016 and shall continue for a period of two (2) year(s). At the expiration of the initial term, this Agreement shall automatically be extended for successive like term periods unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then current term. CUSTOMER agrees that LOOMIS is the exclusive provider for these services for the facilities contained herein. Except as expressly stated herein, CUSTOMER understands and agrees that this Agreement contains no provision for early termination in whole or part. Either party may terminate this Agreement with five (5) days written notice in the event of bankruptcy, or insolvency of the other party. LOOMIS may terminate this Agreement with thirty (30) days written notice in the event of a material reduction or cancellation of LOOMIS' insurance.

CUSTOMER and LOOMIS agree to the following:

Schedule for Services: Conjunctive, sequential, on route pickup and delivery of items at the following location(s) to/from CUSTOMER's designated, mutually agreed-upon location(s):

LOOMIS BRANCH	UNIT # / LOCATION	MAXIMUM LIABILITY AMOUNT	SERVICE FREQUENCY	FEE for SERVICE
Tucson 1180	*Santa Cruz County Treasures Office 2150 N Congress Nogales AZ 85621*	*$250,000 per shipment*	*5x's per week Mon thru Fri*	*$426.66 per month*

Premise Time: Each service location under this Agreement (regardless of the pickup/delivery points) is allotted five (5) minutes of service time. Over five (5) minutes, a fee of $3.50 per one (1) minute shall be assessed. Over fifteen (15) minutes, LOOMIS may elect to depart from the CUSTOMER'S location. Should LOOMIS be requested to return, the pick-up will be rescheduled as a Special Pick-up and will be charged at an agreed upon fee prior to rendering service.

Research, Special Request and Supply Fee: A fee of $75.00 per hour will be charged for research of LOOMIS' documents or receipts that have aged over sixty (60) days, unless it is determined to be solely an error of LOOMIS. Supplies provided by LOOMIS to CUSTOMER will be charged back to CUSTOMER at LOOMIS current cost plus 1%.

Excess Item Handling: A fee of $3.00 per Item is assessed when the number of items or containers exceed 10 items per shipment. An "Item" refers to the number of containers, sealed bags or other vessels LOOMIS is required to transport.

Non-Scheduled/Off-Day Service: $125.00 per trip, per location in Urban areas. Additional fees apply for off-route and remote locations.

Holiday Service Fee: A fee of $100.00 will be charged for the service provided on those Holidays as listed in Section 11.

Excess Liability: A fee of $..40 per $1,000 or fraction thereof for any amounts which exceed the Liability Coverage per Shipment Amount.

Insurance Fee: A fee of 7% will be assessed to all services provided within this Agreement.

New Account Setup Fee: $50 Will be waived

CUSTOMER does not desire this Excess Liability Coverage, CUSTOMER must decline Excess Liability Coverage by initialing the box below:

☐ **Decline**

Reconstruction Obligations:
As explained in Section 7(c), of the Terms and Conditions, CUSTOMER has certain obligations regarding reconstruction of lost, damaged, destroyed checks or items that provide an audit trail. If CUSTOMER prefers to opt-out of these reconstruction obligations, CUSTOMER must decline by initialing the box below.

☐ **Decline**

If CUSTOMER does NOT agree to reconstruction obligations or cannot meet its reconstruction obligations contained within Section 7(c), LOOMIS' liability for all checks contained within the shipment is limited to Ten Thousand Dollars ($10,000.00) regardless of the face value of the checks in shipment.

TERMS AND CONDITIONS

1. **Service**: LOOMIS agrees to pick up, receive from, and/or deliver to CUSTOMER, or any designated agent, securely sealed or locked shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables. If the shipment container(s) does not appear to be securely locked or sealed, LOOMIS has the right to refuse to accept such container(s) and will not receive said container(s) from the CUSTOMER or its designated agent. If LOOMIS accepts the sealed container(s), LOOMIS will give CUSTOMER a receipt for said sealed container(s), and transport and deliver such sealed container(s) to the consignee designated by the CUSTOMER. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstances concerning the property delivered to LOOMIS pursuant to this Agreement. The fee payable by CUSTOMER to LOOMIS is based upon the Maximum Liability Amount(s) and level(s) of service provided by LOOMIS as stated in this Agreement. All additional or special services must be evidenced and agreed to in a signed amendment to this Agreement.

2. **Billing and Payment**: CUSTOMER agrees to pay LOOMIS within fifteen (15) days of receipt of invoices which shall include any applicable federal, state or local taxes. In addition, LOOMIS may, at its discretion, impose a service charge of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or such lesser rate as may be required by law, of the amount unpaid by CUSTOMER, as is due and payable to LOOMIS on all invoices not paid in full by invoice due date. CUSTOMER further agrees that undisputed portions of any invoice shall be remitted to LOOMIS in accordance with normal payment terms. However, should CUSTOMER fail to pay any undisputed amounts within thirty (30) days of the invoice date, LOOMIS may, in its sole discretion, terminate this Agreement upon ten (10) days written notice to CUSTOMER. CUSTOMER agrees to notify LOOMIS of dispute(s) arising from any invoice within thirty (30) days after such invoice has been presented to CUSTOMER, or else such claim shall be deemed waived. All amounts due hereunder shall be paid by cash, check or ACH unless otherwise agreed on the signature page of this Agreement.

3. **Rate Adjustment**: LOOMIS shall annually increase the service fee(s) based upon the year to year changes in the Consumer Price Index (CPI) or other applicable economic factor(s).

To account for future movements in the price of diesel fuel LOOMIS will henceforth adjust the monthly fuel fee based on U.S. average diesel prices as measured and published by the Department of Energy (WWW.EIA.DOE.GOV). The monthly fuel fee shall equal the product of the applicable percentage (based on the chart below) multiplied by the aggregate monthly service fee (including any applicable Ancillary Item). LOOMIS' established baseline is $1.31. Any cost above the $1.31 baseline cost will be adjusted on a monthly basis by 0.5% on price movements of 10 cents per gallon (i.e. if diesel prices rise to $1.41, the corresponding fuel fee is increased by 0.5%). The applicable fuel fee percentage will be based on the national average of diesel fuel prices published on the Department of Energy Website averaged over the first four Mondays of the month rounded to the next cent. The table is for reference only and does not reflect the maximum rate which may be assessed.

Minimum	Maximum	Per Gallon	Fee (%)
$4.91	$5.00	$ .10	18.00%
$4.81	$4.90	$ .10	17.50%
$4.71	$4.80	$ .10	17.00%
$4.61	$4.70	$ .10	16.50%
$4.51	$4.60	$ .10	16.00%
$4.41	$4.50	$ .10	15.50%
$4.31	$4.40	$ .10	15.00%
$4.21	$4.30	$ .10	14.50%
$4.11	$4.20	$ .10	14.00%
$4.01	$4.10	$ .10	13.50%
$3.91	$4.00	$ .10	13.00%
$3.81	$3.90	$ .10	12.50%
$3.71	$3.80	$ .10	12.00%
$3.61	$3.70	$ .10	11.50%
$3.51	$3.60	$ .10	11.00%

$3.41	$3.50	$ .10	10.50%
$3.31	$3.40	$ .10	10.00%
$3.21	$3.30	$ .10	9.50%
$3.11	$3.20	$ .10	9.00%
$3.01	$3.10	$ .10	8.50%
$2.91	$3.00	$ .10	8.00%
$2.81	$2.90	$ .10	7.50%
$2.71	$2.80	$ .10	7.00%
$2.61	$2.70	$ .10	6.50%
$2.51	$2.60	$ .10	6.00%
$2.41	$2.50	$ .10	5.50%
$2.31	$2.40	$ .10	5.00%
$2.21	$2.30	$ .10	4.50%
$2.11	$2.20	$ .10	4.00%
$2.01	$2.10	$ .10	3.50%
$1.91	$2.00	$ .10	3.00%
$1.81	$1.90	$ .10	2.50%
$1.71	$1.80	$ .10	2.00%
$1.61	$1.70	$ .10	1.50%
$1.51	$1.60	$ .10	1.00%
$1.41	$1.50	$ .10	.50%
$1.31	$1.40	$ .10	.00%

a) LOOMIS reserves the right in times of global economic downturn or due to changes in regulatory obligations to renegotiate rates and fees in good faith with CUSTOMER. In the event that CUSTOMER refuses to consent to such adjustment(s) or fee(s), LOOMIS shall have the right to terminate this Agreement upon thirty (30) days written notice to CUSTOMER.

4. **Liability**: LOOMIS agrees to assume the liability for any Cargo Loss, according to the terms of this Agreement of the securely sealed container(s) from the time LOOMIS signs for and receives physical custody of the sealed container(s). The term "Cargo Loss" shall mean any loss or destruction of currency ("Cargo") that occurs while the Cargo is under Loomis' sole care, custody and control. LOOMIS' responsibility terminates when the CUSTOMER or its designated consignee takes physical possession of the sealed container(s) and signs LOOMIS' receipt. If it is impossible to complete the delivery, LOOMIS shall be responsible for any Cargo Loss until the sealed container(s) is returned to the CUSTOMER or its designated agent and a signed receipt obtained. While the sealed container(s) is stored in the CUSTOMER'S premises, LOOMIS does not assume the liability for any loss. If CUSTOMER conceals or misrepresents any material fact or circumstance concerning the property or container, or the contents thereof, LOOMIS will have no liability for any loss in any way related to such fact or circumstance. LOOMIS reserves the right to take any and all action as may be reasonably necessary to prevent money laundering to the extent permitted under applicable law or regulation or as may be required by any regulatory body that may exert a right of control over LOOMIS.

UNDER NO CIRCUMSTANCES WILL LOOMIS BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OR SERVICES OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; SUCH AS, BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF INTEREST, LOST DATA, DATA TRANSPORTATION OR TRANSMISSION ERROR OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR ANY CARGO LOSS (WHICH SHALL BE SUBJECT TO THE MAXIMUM LIABILITY AMOUNT), IN NO EVENT SHALL LOOMIS' LIABILITY TO CUSTOMER EXCEED THE SERVICE FEE PAID BY CUSTOMER TO LOOMIS FOR THE SERVICE OUT OF WHICH THE ALLEGED LIABILITY AROSE.

5. **Excess Liability**: The following terms will apply if CUSTOMER did not decline excess liability coverage. If LOOMIS accepts tender of a shipment in excess of the Maximum Liability Amount, CUSTOMER agrees to pay LOOMIS the excess liability fee set forth herein. **CUSTOMER, by paying this additional fee, will obtain full dollar coverage of any or all losses, subject to the other provisions of this Agreement. If CUSTOMER declines Excess Liability Coverage, liabilities covered under this Agreement are limited to the Maximum Liability Amount.**

6. **Indemnity**: CUSTOMER agrees to indemnify, defend and hold harmless LOOMIS from all claims, costs or expenses arising out of any third party's or government's threatened or actual claim, suit, demand, garnishment or seizure of any funds or property provided by CUSTOMER hereunder that is in LOOMIS' custody. LOOMIS agrees to give CUSTOMER prompt notice of any such claim, suit, demand or seizure and to provide CUSTOMER reasonable cooperation on the defense.

7. **Claim Procedures**: The following provisions shall control in the event of any Cargo Loss, notwithstanding anything to the contrary contained in this Agreement:

a) In the event of a Cargo Loss, CUSTOMER agrees to notify LOOMIS in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care, and in no event later than forty-five (45) days after the pick-up by LOOMIS of the securely sealed container in connection with which the Cargo Loss is asserted. If notice of the Cargo Loss is not received by LOOMIS within this forty-five (45) day period, the claim for the Cargo Loss shall be deemed waived and released by the CUSTOMER. It is agreed that both parties will work together to determine the extent of the Cargo Loss, and if possible, the cause of Cargo Loss.

b) Notwithstanding anything set forth in this Agreement to the contrary, the sole liability of LOOMIS in the event of a Cargo Loss, from whatever cause, shall be subject to the Maximum Liability Amount or the Excess Liability Coverage, if not declined by CUSTOMER.

c) CUSTOMER shall retain sufficient information to allow reconstruction of item(s) in the event of a Cargo Loss. CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed items constituting a part of any loss. In no event shall LOOMIS' liability for any Cargo Loss, irrespective of the Maximum Liability Coverage amount, include the face value of any lost or destroyed check. LOOMIS' liability, unless otherwise stated in this Agreement, shall be limited to the payment to the CUSTOMER for the reasonable costs necessary to reconstruct the checks, but never to exceed ten thousand dollars ($10,000.00) per shipment "Reconstruction" shall mean the identification of the face amount, the identity of the maker or endorser of the check, identification of the payee and identification of the financial institution upon which the check is drawn. CUSTOMER agrees in the event of a loss, that any liability of LOOMIS shall be reduced by the face value of reconstructed or recovered item(s).

d) Upon the request of LOOMIS, CUSTOMER will furnish a proof of loss to LOOMIS or its insurance carrier. Once reimbursement has been made to CUSTOMER, LOOMIS and its insurer shall receive any and all of the CUSTOMER'S rights and remedies of recovery.

8. **Limitations & Force Majeure**:

a) The CUSTOMER agrees that LOOMIS will not be liable for any loss caused by or resulting from Shortages claimed in the contents of the sealed or locked shipment(s), for non-performance or delays, or for the breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles. A "Shortage" shall mean any difference between the stated value on the Deposit Ticket and the actual value of the contents of any sealed shipment container. Likewise, LOOMIS shall not be liable to CUSTOMER for failure to render service if LOOMIS in its sole discretion, determines the same may endanger the safety of CUSTOMER'S property or personnel or LOOMIS' vehicles or employees.

b) It is further agreed that LOOMIS shall not be held accountable or liable for any damages or losses, caused by or resulting from illegal or fraudulent acts of CUSTOMER's employees, agents, representatives, or third-party contractors.

c) CUSTOMER agrees that LOOMIS shall not have any liability for losses of any documentation carried by LOOMIS at CUSTOMER's request without compensation.

d) CUSTOMER expressly understands and accepts that ownership (title) to cash transported or stored by LOOMIS shall never transfer to LOOMIS.

e) It is further agreed LOOMIS shall not be held accountable or liable for any damages or losses, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) for which liability is assumed by LOOMIS, resulting from:

(i) Hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack; (1) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) by any agent of any such government, power authority or forces.

(ii) Nuclear reaction, nuclear radiation, radioactive contamination or any weapon of war employing atomic fission or radioactive force whether in time of peace or war.

(iii) Insurrection, rebellion, revolution, terrorist act, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade.

(iv) Acts of God, strikes, labor disturbances, impostor pick-up or deliveries, or other conditions or circumstances beyond LOOMIS' reasonable control.

9. **Disputes**: CUSTOMER and LOOMIS agree that except for disputes regarding over-payment or non-payment of fees for services under this Agreement, any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement, or the furnishing of any service by LOOMIS to CUSTOMER, shall be settled by arbitration under the then current rules of the American Arbitration Association. The arbitrator shall be chosen from a panel of persons knowledgeable in the fields of financial institution security operations and armored car services. CUSTOMER and LOOMIS agree to equally share in the cost and fees of this resolution process. The decision and award of the arbitrator shall be final and binding. Judgment upon the award so rendered may be entered in any court having jurisdiction thereof. Any arbitration hereunder shall be held in Houston, Texas.

10. **Container Value Limitation**: CUSTOMER acknowledges and agrees that the maximum value which LOOMIS will transport in any individual container will not exceed two hundred & fifty thousand dollars ($250,000). If the total value of a shipment which CUSTOMER seeks to tender to LOOMIS exceeds two hundred & fifty thousand dollars ($250,000), such shipment must be broken down into separate shipment containers of two hundred & fifty thousand dollars ($250,000) or less.

11. **Holiday Service**: LOOMIS agrees to provide service as stated in the Agreement with the following holiday exceptions: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, Christmas Day, federal banking and any local applicable observed holiday. Charges for service on such days will be as stated upon page 2 of this Agreement, excluding Christmas Day. LOOMIS will not provide Christmas Day service.

12. **Specials**: Unscheduled pickups or deliveries are available under the same conditions and provisions of this Agreement. Prices are quoted upon request.

13. **Excess Liability Coverage**: LOOMIS reserves the right to refuse tender of any shipment in excess of the Maximum Liability Amount.

14. **Confidentiality**: Each party receiving information (each being a "Receiving Party" and a "Disclosing Party") undertakes to retain in confidence the terms of this Agreement and all other non-public information, technology, materials and know-how of the other party disclosed or acquired by the Receiving Party pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). Neither party shall use any Confidential Information for any purpose other than to carry out the activities contemplated by this Agreement. Each party agrees to use commercially reasonable efforts to protect Confidential Information of the other party, and in any event, to take precautions at least as great as those taken to protect its own confidential information of a similar nature. Each party shall also notify the other promptly in writing in the event such party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other party, and will cooperate in good faith to remedy such occurrence to the extent reasonably possible. Confidential Information shall not include:

(1) information which was already known by, or already in the possession of, Receiving Party prior to receipt from Disclosing Party;

(2) information which is obtained by Receiving Party from a third person who, to the actual knowledge of Receiving Party is not in violation of any agreement to a third party not to disclose such information

(3) information which is or becomes publically available other than through breach by the Receiving Party of this Agreement; and,

(4) information which is independently developed by or on behalf of Receiving Party.

15. **Entire Agreement**: This Agreement: (a) shall be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of laws principles; (b) constitutes the entire agreement and understanding of the parties with respect to its subject matter, except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement; (c) and the terms and conditions including fees set forth in it shall be treated as confidential information; (d) is not for the benefit of any third party; (e) may not be amended except by a written instrument signed by both CUSTOMER and LOOMIS; (f) may not be assigned by CUSTOMER without LOOMIS prior written consent; (g) may be assigned by LOOMIS, provided that LOOMIS shall furnish written notice of such assignment to CUSTOMER; (h) shall be binding upon any assignees, and defined terms used in this Agreement to apply to either party shall be construed to refer to such party's assignee; (i) is the product of negotiation; (j) is subject to a contractually agreed one (1) year statute of limitations on all claims or the minimum allowable by applicable law; (k)shall not be deemed to have been drafted by either party; (l) contains article and section headings which are for convenience of reference only and which shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement; (m) does not make either party the agent, fiduciary or partner of the other; (n) does not grant either party any authority to bind the other to any legal obligation; (o) does not intend to nor grant any rights to any third party and (p) shall remain valid and enforceable despite the holding of any specific provision to be invalid or unenforceable, except for such specific provision. The waiver by either party of any rights arising out of this Agreement shall not cause a waiver of any other rights under this Agreement, at law or in equity. Any and all correspondence regarding this Agreement shall be delivered via certified mail (return receipt requested) or verifiable third-party courier (return receipt requested).

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile or electronic (i.e., .pdf) transmission. Each party acknowledges that the delivery hereof by facsimile or electronic transmission will have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

SANTA CRUZ TREASURES OFFCE

By _____
Printed Name _____
Title _____
Date _____

LOOMIS

By _____
Printed Name Michael Matz
Title Branch Manager
Date _____

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INTEROFFICE MEMORANDUM

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

FROM: Alfredo I. Velásquez, SCC Superintendent of Schools

SUBJECT: 2016 U of A Pharmacy Camp Contract

DATE: July 11, 2016

RECOMMENDATION:

Recommend to Board of Supervisors to approve contract, between the Santa Cruz County School Superintendent's Office and University of Arizona Foundation/PharmCamp 2016/College of Pharmacy.

BACKGROUND:

Please see attached contract.

FINANCAL IMPLICATIONS:

Funding will be provided by the Healthy Students Project

PROPOSED MOTION:

Move to approve contract as presented.

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Santa Cruz County School Superintendent's Office

I. Purpose of Contract:

Santa Cruz County School Superintendent's Office proposes to contract with the University of Arizona Foundation/PharmCamp 2016/College of Pharmacy to plan and conduct the Pharmacy Camp at Santa Cruz County Provisional Community College during the period July 5-8, 2016.

II. Proposed Contract Period:

July 5-8, 2016

III. Background:

The Camp will serve 26 students in grades 7th-9th. The purpose of the camp is to expand student's knowledge and passion of the Pharmaceutical Field as well as provide opportunity for students to discover more about the medical industry as a whole. The Camp will operate during the hours of 8:00 am-4:30 pm. The Camp will be held at Santa Cruz County Provisional Community College which is located at 2021 N. Grand Avenue, Nogales, AZ.

IV. Proposed Work Plans and Responsibilities:

University of Arizona Foundation/PharmCamp 2016/College of Pharmacy:

1. Responsibilities of U of A
    a. Have overall responsibility for the conduct of the Pharm Camp.
    b. Provide Counselors, materials, and daily itineraries containing the lessons that students will participate in during their time at Pharm Camp. See Attachment B.
    c. Supply any giveaways or incentives to be distributed to the students in attendance
    d. Deliver materials and supplies for Pharmacy Camp activities for 26 students and 5 counselors.
    e. Provide reports and evaluations required by the Santa Cruz County School Superintendent's Office.

2. Assigned Personnel
    a. Supervise and instruct students in the daily lesson plans provided by the U of A Pharmacy Camp.
    b. Demonstration and organization of any projects will be done by the assigned personnel.
    c. All personnel will have the appropriate clearance to work with students.

3. Budget to include an itemization of expenses
    a. $2,314.00 payment to UA Foundation/PharmCamp 2016/College of Pharmacy.
    b. Detailed budget that itemizes cost of the Pharm Camp is provided in Attachment A.

Santa Cruz County School Superintendent's Office

1. Responsibilities of SCCSSO
    a. Secure facilities for the location of Pharmacy Camp.
    b. Promote and recruit students to attend the Pharmacy Camp.
    c. Assist in locating partners to support and assist the Pharmacy Camp activities.
    d. Provide daily snack and lunch to the students and counselors.
    e. Provide housekeeping within facility Pharmacy Camp will take place.

2. Assigned Personnel
    a. Assist in registration on first day of Pharmacy Camp.
    b. Serve U of A in an assisting role for any and all requests that may arise.

V. Payment

Payment will be made by Santa Cruz County School Superintendents office to University of Arizona Foundation/PharmCamp 2016/College of Pharmacy in full within 45 days after the completion of all listed work and responsibilities.

Amount of payment to be due: $2,314.00

VI. Approval

For the University of Arizona Foundation/PharmCamp 2016/College of Pharmacy

Theodore G. Tong 7/7/16

Signature Date

THEODORE G. TONG ASSOCIATE DEAN

Name Title

For Santa Cruz County School Superintendent's Office

Signature Date

Name Title

For Santa Cruz County Board of Supervisors

Signature Date

Name Title

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Attachment A

INVOICE for PharmCamp 2016

College of Pharmacy
The University of Arizona
Office of Student Affairs
1295 North Martin Avenue
P.O. Box 210202
Tucson, ARIZONA 85721-0202
c/o Dr. Theodore G. Tong
(520) 626-1587
tong@pharmacy.arizona.edu

BILL TO: Santa Cruz County School District, Nogales, Arizona

Description of Costs

Description of Compounding Materials and Supplies	
Safe Handling: Gowns, masks, gloves	$350.00
Large Blister Card Set	$220.00
Lotion Bottles and Caps	$240.00
Plastic Ointment Tubes	$100.00
Lip Balm Tubes	$100.00
Sorbitol Solution	$35.00
Isopropyl alcohol (3 Liter)	$150.00
Trolamine, NF	$37.00
Carbomer, USP	$80.00
Sodium Bicarbonate, USP	$20.00
Sodium Saccharin, USP	$20.00
Bubble Gum Favoring	$20.00
Cetaphil Lotion	$52.00
Distilled Water	$30.00
Sub-Total	$1454.00
Description of T-shirts, Caps and Badges	
T-shirts (@$8.50 each)	**$255.00**
Caps (@ $7.65 each)	**$230.00**
Badges (@ $2.50 each)	**$75.00**
Sub-Total	**$560.00**
Copying Costs, Miscellaneous Materials and Supplies	
Handouts, certificate, stickers, poster boards	**$300.00**
Sub-Total	**$300.00**
TOTAL	**$2,314.00**

Please make check/payment to following: UA Foundation/PharmCamp 2016/College of Pharmacy

Thank you.
TGT @ 6/27/2016

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Attachment B

PharmCamp 2016
@ Santa Cruz/Nogales
Nogales, Arizona
Schedule, July 5- 8, 2016

Tuesday, July 5

8:30 AM	Students arrive Cochise College Santa Cruz Center (CCSCC) 2021 North Grand Avenue, Nogales, Arizona
8:30 - 9:15	Greetings and Introductions of campers, counselors; "ice breaker" registration @ CCSCC
9:15- 9:30	Distribute t-shirts, caps and identification badges, form "teams"/groups – Counselors
9:30 -10:00	"Brief History of Pharmacy" and "Today's Pharmacy" - Dr. Tong
10:00 -11:00	Compounding Laboratory #1 "Hand Sanitizer" - Dr. Tong
11:00 -Noon	Germs and Hand Washing – Dr. Tong and Counselors
Noon -1:00	Lunch @ CCSC
1:00 - 1:30	People Scavenger Hunt – Counselors
1:30 - 2:00	"What and How Scientists Do" and when "Curiosity Creates Cures"
2:00 - 3:00	Activity #1 "Sun Safety Awareness-"Slip, Slap n' Slop" - Dr. Tong
3:00 - 3:15	Break
3:15 – 4:15	Activity #2 "Clean Techniques for Unit-of-Use Rx" – Dr, Tong
4:15 – 4:30	Review and wrap-up day/plan next day - Counselors
4:30 PM	Students leave CCSC for home

Wednesday, July 6

8:30 AM	Students arrive @ CCSCC
8:30 - 8:45	Review and plan day - Counselors
9:00 -11:00	Visit Mariposa Community Health Clinic- Pharmacist Rick Conners and Director Tia Duncan 1852 North Mastick Way, Nogales, Arizona
11:15 - Noon	Poison Prevention and Home Safety
Noon - 1:00	Lunch @ CCSCC
1:00 – 2:00	Compounding Laboratory #2 Anti-Itch Lotion - Dr. Squire
2:00 – 2:45	Safe Use of Medicines and Disposal of Unwanted Medicines - Dr. Tong
2:45 - 3:00	Break
3:00 - 3:45	Compounding Laboratory #3 – Lip Balm – Dr. Squire
3:45 - 4:30	Group project preparation/day review - Counselors
4:30 PM	Students leave CCSCC for home

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Thursday, July 7

8:30 AM	Students arrive @ CCSCC
8:30 – 8:45	Review homework assignments/questions
9:00 -11:00	Visit Walgreens Pharmacy 1959 North Grand Avenue, Nogales
11:00 – noon	Compounding Laboratory #4 – Toothpaste – Dr. Squire
Noon – 12:30	Lunch @ CCSCCC
12:30 - 2:00	Group project preparation - Counselors
2:00 - 2:45	CCR
2:45 – 3:00	Break
3:00 - 4:15	Group project preparation /day review
4:30 PM	Students leave CCSCC for home

Friday, July 8

8:30 AM	Students arrive @ CCSCC
8:30 – 10:00	Complete group project and practice presentation
10:00 - 10:30	"Preparing for College Success" – Alan Aguirre, UA Santa Cruz
10:30 - 10:45	Break
10:45 - 11:15	PharmCamp Jeopardy Game - Counselors
11:45 – Noon	PharmCamp Evaluation - Counselors
Noon - 12:45	Lunch @ CCSCC
1:00 – 2:30	Presentations/Awards/Certificate/Celebration
2:30 PM	Students leave CCSCC for home

TGT @ 6/22/2016

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INTEROFFICE MEMORANDUM

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

FROM: Alfredo I. Velásquez, SCC Superintendent of Schools

SUBJECT: Arizona Supreme Court, Administrative Office of the Courts Agreement No. 2017-15

DATE: July 8, 2016

RECOMMENDATION:

Recommend to Board of Supervisors to approve agreement #2017-15, between the Arizona Supreme Court, Administrative Office of the Courts and the Santa Cruz County School Superintendent's Office.

BACKGROUND:

Please see attached agreement 2017-15

FINANCAL IMPLICATIONS:

Award amount will fund the Life Skills program

PROPOSED MOTION:

Move to approve agreement as presented.

Supreme Court

STATE OF ARIZONA
ADMINISTRATIVE OFFICE OF THE COURTS

Scott Bales
Chief Justice

David K. Byers
Administrative Director
of the Courts

June 16, 2016

Santa Cruz County Superintendent of Schools
Alfredo I. Velasquez, Santa Cruz County School Superintendent
2150 N. Congress Drive, Suite 107
Nogales, AZ 85621

Dear Mr. Velasquez:

Congratulations! The Administrative Office of the Courts, on behalf of the Arizona Supreme Court, awarded your Agency funding from the Juvenile Crime Reduction Fund (JCRF) according to the enclosed Funding Agreement and Addendum A for the Life Skills program during Fiscal Year 2017.

Please note, the Supreme Court of Arizona has adopted an administrative order and rules governing the administration of JCRF. The Juvenile Justice Services Division (JJSD) is responsible for closely reviewing applications, prioritizing program needs, monitoring and evaluating grantees. Programs are usually eligible for funding for 3 years, at reduced levels each year (75% of the original amount in year 2; 50% in year 3). However, some programs may be funded for extended periods of time or at different funding levels, depending on the circumstances. JJSD encourages you to actively explore alternative resources to sustain your programs as it is necessary for JJSD to uphold the funding strategies outlined in the application to allow additional jurisdictions and agencies to benefit from the start-up opportunities this grant program is intended to provide.

The Funding Agreement includes Insurance requirements, which vary depending on the JCRF award amount (over or under $50,000.00). When utilizing subcontracts, ensure that all applicable requirements are met, including Insurance. Please review, sign and date the enclosed Funding Agreement and Addendum A, retain copies for your records, and return originals to my attention at 1501 W. Washington, Suite #337, Phoenix, AZ 85007, at your earliest convenience. The Addendum A reflects the approximate date(s) when you may anticipate receiving your award disbursement(s). JJSD staff will contact you to establish a time for an on-site monitoring visit.

The Administrative Office of the Courts wishes you success with your program in the coming year. Please let us know if you have any questions or if we may be of further assistance.

Sincerely,

Maria Dennis, Program Specialist
Juvenile Justice Services Division
Arizona Supreme Court - Administrative Office of the Courts
mdennis@courts.az.gov
(602) 452-3572
(602) 452-3839 Fax

Cc: Dana Gallardo, Education Director
Joseph Kelroy, Director, JJSD
Steve Tyrrell, Program Manager, JJSD

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Supreme Court

STATE OF ARIZONA
ADMINISTRATIVE OFFICE OF THE COURTS

Scott Bales
Chief Justice

David K. Byers
Administrative Director
of the Courts

June 16, 2016

Santa Cruz County Superintendent of Schools
Alfredo I. Velasquez, Santa Cruz County School Superintendent
2150 N. Congress Drive, Suite 107
Nogales, AZ 85621

Dear Mr. Velasquez:

Congratulations! The Administrative Office of the Courts, on behalf of the Arizona Supreme Court, awarded your Agency funding from the Juvenile Crime Reduction Fund (JCRF) according to the enclosed Funding Agreement and Addendum A for the Life Skills program during Fiscal Year 2017.

Please note, the Supreme Court of Arizona has adopted an administrative order and rules governing the administration of JCRF. The Juvenile Justice Services Division (JJSD) is responsible for closely reviewing applications, prioritizing program needs, monitoring and evaluating grantees. Programs are usually eligible for funding for 3 years, at reduced levels each year (75% of the original amount in year 2; 50% in year 3). However, some programs may be funded for extended periods of time or at different funding levels, depending on the circumstances. JJSD encourages you to actively explore alternative resources to sustain your programs as it is necessary for JJSD to uphold the funding strategies outlined in the application to allow additional jurisdictions and agencies to benefit from the start-up opportunities this grant program is intended to provide.

The Funding Agreement includes Insurance requirements, which vary depending on the JCRF award amount (over or under $50,000.00). When utilizing subcontracts, ensure that all applicable requirements are met, including Insurance. Please review, sign and date the enclosed Funding Agreement and Addendum A, retain copies for your records, and return originals to my attention at 1501 W. Washington, Suite #337, Phoenix, AZ 85007, at your earliest convenience. The Addendum A reflects the approximate date(s) when you may anticipate receiving your award disbursement(s). JJSD staff will contact you to establish a time for an on-site monitoring visit.

The Administrative Office of the Courts wishes you success with your program in the coming year. Please let us know if you have any questions or if we may be of further assistance.

Sincerely,

Maria Dennis, Program Specialist
Juvenile Justice Services Division
Arizona Supreme Court - Administrative Office of the Courts
mdennis@courts.az.gov
(602) 452-3572
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Cc: Dana Gallardo, Education Director
Joseph Kelroy, Director, JJSD
Steve Tyrrell, Program Manager, JJSD

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Arizona Supreme Court
Administrative Office of the Courts (AOC)
Juvenile Crime Reduction Fund (JCRF)
FY 2017
ADDENDUM A

AGENCY: Santa Cruz County Superintendent of Schools
APPLICANT/PAYEE: Santa Cruz County Superintendent of Schools
PROGRAM NAME: Life Skills
PROJECT DURATION: July 1, 2016 - June 30, 2017

Addendum Date: June 16, 2016

NOTE: This addendum supersedes all previously dated addendums.

BUDGET SUMMARY	AMOUNT
A. Personnel	$9,932.00
B. ERE	$795.00
C. Travel	$0.00
D. Equipment/Software	$0.00
E. Operating	$0.00
F. Contract Services	$0.00
G. Other	$0.00
TOTAL AMOUNT TO BE DISBURSED	**$10,727.00**

Approximate Scheduled Disbursements: August 15, 2016 $10,727.00
Budget Code: 2627-1157

AMOUNT RETAINED BY SUPREME COURT	AMOUNT
A. Item:	
B. Item:	
C. Item:	
TOTAL AMOUNT TO BE RETAINED	

Signed: _____ 6/21/16
Joseph Kelroy, Division Director
Juvenile Justice Services Division
Administrative Office of the Courts
Arizona Supreme Court
Date

Signed: _____ _____
Chief Executive Officer
Date

AOC Finance Office Receipt: _____ _____
Date

Agreement No. 2017-15

Arizona Supreme Court
Administrative Office of the Courts

FUNDING AGREEMENT

For
Juvenile Crime Reduction Fund
Fiscal Year 2016- 2017

This Agreement is entered into by and between the Administrative Office of the Courts, on behalf of the **Arizona Supreme Court**, **Administrative Office of the Courts, ("AOC"),** and the **Santa Cruz County Superintendent of Schools** referred to as **"Grantee"**, to fund the **Life Skills** program pursuant to the provisions of A.R.S. §41-2401(D)(5) and Supreme Court Administrative Order No. 97-58, which is incorporated herein by reference.

1. TERM OF AGREEMENT

This Agreement becomes effective on **July 1, 2016** and shall remain in effect through **June 30, 2017.**

2. MODIFICATION AND TERMINATION

This Agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) funding availability; (b) statutory changes in the program; (c) Grantee's failure to implement or operate the approved proposal and plan as indicated in the application, Addendum A; and the attached award letter incorporated herein as Addendum B; (d) Grantee's non-compliance with this Agreement or other program requirements, or, (e) other circumstances necessitating such action. Either party may, upon thirty (30) days written notice to the other party by certified mail, terminate this agreement. Should action be caused by default of either party, a written thirty (30) day notice of default will be issued by certified mail describing the deficiency to the other party hereby named at the end of this agreement. If the other party does not correct the deficiency within thirty (30) days after receiving notice of default, the issuing party may terminate the Agreement.

3. FUND ACCOUNTING

Funds distributed to Grantee shall be deposited in a Special Revenue Fund established for the execution of this Agreement. Any interest earned on these monies while in the possession of Grantee shall accrue to the fund for use by Grantee in the approved proposal and plan as indicated in the application, Addendum A and Addendum B. Funds disbursed to Grantee for reimbursement of approved expenses do not have to be deposited into a Special Revenue account.

4. EXPENDITURES

a. Distribution of Funds. The AOC may retain all or any portion of the funds allocated to Grantee for the performance of its approved proposal and plan as indicated in the application, Addendum A, and Addendum B and may authorize direct expenditures for the benefit of Grantee. Set forth in Addendum A to this Agreement are the specific amounts to be retained by the AOC and to be disbursed to the Grantee. The AOC may periodically modify the distribution of funds contained in Addendum A based on its determination of Grantee's need for and usage of the funds.

b. Reporting Requirements. Unless otherwise directed, grantee shall submit the following reports to the AOC:

1. *Financial Mid-Year Progress Report –Due January 31, 2017.*
2. *Program Mid-Year Progress Report – Due January 31, 2017.*
3. *Financial Closing report – Due August 15, 2017.*
4. *Program Closing report – Due August 15, 2017.*

c. Unexpended Funds. Funds unencumbered as of June 30, 2017 and unexpended as of July 31, 2017 plus all unexpended interest accrued on such funds while in the possession of Grantee, shall be transmitted to the AOC for reversion no later than August 15, 2017. The reversion shall be accompanied by the Financial Closing report due on August 15, 2017 (as described in section 4b above) and shall be signed by the Presiding Judge or appropriate Division/Department Head if this agreement is between the AOC and an organization other than an Arizona court.

d. Inappropriate Expenditures. Grantee shall expend funds only for the purposes and uses specified in the approved proposal and plan as indicated in the application, Addendum A, and Addendum B. Grantee agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with the approved proposal and plan as indicated in the application, Addendum A, Addendum B, and this Agreement. Funds shall not be used to pay Grantee's administrative costs for services associated with receipt of those funds including, but not limited to, indirect costs, such as: accounting, payroll, data processing, purchasing, existing building use, outside program evaluation, report preparation or out-of-state travel for staff. All equipment purchased solely with AOC funds shall be used solely for purchases in the approved proposal and plan as indicated in the application, Addendum A, and Addendum B unless written permission is received from the AOC. Juvenile Crime Reduction funds shall not be used to reduce the financial obligation of a federal, state, county, city, school district, or tribal government agency to fund the operations of the juvenile court or other juvenile related programs.

e. Budget Modifications. Grantee shall not move funds from, to, or within budgeted categories described in Addendum A without prior written authorization from the AOC. All budget modifications shall be in accordance with the Administrative Office of the Courts Policies and Procedures Manual, section 5.03, entitled Budget Control, Budget Modification Policy and must be received by the Administrative Office of the Courts in the form of written request at least 30 days before the end of the program end date.

f. Termination of Funding. In the event that this Agreement is terminated prior to June 30, 2017, all unexpended funds in the possession of Grantee shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial report; (2) a final program report outlining the program achievements; and (3) an inventory, including serial numbers, of all equipment purchased with grant funds. If termination is due to failure of Grantee to comply with the approved proposal and plan as indicated in the application, and Addendum A and Addendum B, the AOC may require return of equipment and supplies purchased with grant funds.

5. SUBCONTRACTS

Grantee may utilize funds for subcontracts with public or private agencies or organizations for the purpose of reducing juvenile crime if such contracts have been provided for in the applicant's approved proposal and plan as indicated in the application, Addendum A, and Addendum B, with such agencies and organizations specifically identified, and the subcontract incorporates these requirements. Grantee shall require that subcontractors providing services directly to juveniles shall perform routine past employment verifications on all employees. Subcontract shall state that subcontractors will directly reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with the approved proposal and plan as indicated in the application, Addendum A, Addendum B, and this agreement.

6. BOOKS AND RECORDS

a. Financial Records and Examination. Grantee shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of the approved proposal and plan as indicated in the application, Addendum A, Addendum B. All books, records and other documents relevant to this Agreement shall be retained by Grantee and its subcontractors for a period of five (5) years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. AOC, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. Program Records and Evaluation. The AOC may monitor and evaluate the local project to determine its effectiveness. As a condition of receipt of grant funds, Grantee and subcontractor agrees to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. Grantee and subcontractor further agree that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

7. INVENTORY

Equipment purchased with funds received pursuant to this Agreement shall become the property of Grantee, and Grantee shall maintain written inventory and property control policies and procedures covering the equipment. Grantee may use its existing inventory system, but must at a minimum maintain the information required by AOC policies and procedures.

8. USE, LOSS AND DISPOSITION OF EQUIPMENT

Equipment must be used as required by the approved proposal and plan as indicated in the application, Addendum A, and Addendum B for five years unless written permission is given by the AOC. After this time, the equipment may be transferred upon approval of the presiding judge. Grantee is responsible for any maintenance, loss or damage to the equipment, and the AOC makes no assurances regarding its repair or replacement. Equipment which is no longer needed or usable shall be surplused as required by this agreement. If no such requirements are included in the Agreement, then local surplus property procedures may be utilized.

9. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Any reports or information developed during the course of this project will be the joint property of the Grantee and the AOC. The Grantee and the AOC shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement.

10. PERFORMANCE LIABILITY

Except as otherwise provided in law, in the performance of the approved proposal and plan as indicated in the application, Addendum A, Addendum B, and this Agreement both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party agrees to be solely responsible for the actions of its employees under this Agreement.

11. DISPUTES

a. General Procedure. If any dispute arising under the Agreement is not disposed of by agreement between the parties then the contract administrator identified in the notice section of this Agreement shall decide the dispute in writing and send a copy of the decision to Grantee. The Grantee administrator's decision may be appealed according to Supreme Court Administrative Policy 7.04 (C) and (D). Pending the final decision of a dispute hereunder, Grantee shall proceed diligently with the performance of the Agreement in accordance with the Grantee administrator's decision.

b. Arbitration. The parties agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes.

12. CONFLICT OF INTEREST

The AOC may cancel this Agreement without penalty or further obligation to the State pursuant to A.R.S. § 38-511, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the AOC is or becomes at any time, while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Cancellation shall be effective when written notice from the AOC is received by all parties to this Agreement, unless the notice specifies a later time.

13. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action. Grantee shall include a clause to this effect in all subcontracts related to this Agreement.

14. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Grantee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Grantee for the State of Arizona.

This indemnity shall not apply if the grantee or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

15. INSURANCE REQUIREMENTS

Grantee and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Grantee, its agents, representatives, employees or subcontractors.

The Insurance Requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The AOC or the State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that arise out of the performance of the work under this Agreement by the Grantee, its agents, representatives, employees or subcontractors, and the Grantee is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

Grantee shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

• General Aggregate	$1,000,000
• Products – Completed Operations Aggregate	$ 500,000
• Personal and Advertising Injury	$ 500,000
• Damage to Rented Premises	$ 25,000
• Each Occurrence	$ 500,000

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

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

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Agreement.

• Combined Single Limit (CSL)	$ 500,000

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

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

3. Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$ 500,000

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

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

4. Professional Liability (Errors and Omissions Liability)

Each Claim	$ 500,000
Annual Aggregate	$1,000,000

a. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, Grantee warrants that any retroactive date under the policy shall precede the effective date of this Agreement and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Agreement is completed.

b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this agreement.

B. ADDITIONAL INSURANCE REQUIREMENTS

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

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

2. Insurance provided by the Grantee shall not limit the Grantee's liability assumed under the indemnification provisions of this Agreement.

C. NOTICE OF CANCELLATION: Applicable to all insurance policies required within the Insurance Requirements of this Agreement, Grantee's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the AOC. Within two (2) business days of receipt, Grantee must provide notice to the AOC if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the AOC and shall be mailed, emailed, hand delivered or sent by facsimile transmission to *(please refer to paragraph #19 - NOTICES).*

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

E. VERIFICATION OF COVERAGE: Grantee shall furnish the AOC with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Agreement. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the AOC before work commences. The AOC's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

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

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

G. **APPROVAL AND MODIFICATIONS:** The AOC, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this agreement, as deemed necessary. Such action will not require a formal Agreement amendment but may be made by administrative action.

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

16. AVAILABILITY OF FUNDS

Payments made by the parties pursuant to this Agreement are conditioned upon the availability of appropriated funds authorized for expenditure in the manner and for the purposes herein. Notwithstanding any other provision of this Agreement, in the event that either party is unable to obtain funds required by this Agreement, the Agreement shall be terminated upon written notice that funds are not available.

The parties shall not be liable for any purchases and/or contracts entered into by the other party in anticipation of such funding.

17. INVALIDITY OF PART OF THE AGREEMENT

Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

18. GOVERNING LAW

This Agreement shall be construed under the laws of the State of Arizona and incorporates by reference all laws governing interagency agreements and mandatory provisions for state Agreements.

19. NOTICES

Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person, sent by United States Mail, postage prepaid, or electronic mail, to the Grantee at their address as indicated in the approved proposal and plan application and the Addendum B and to the AOC at 1501 West Washington, Suite 337, Phoenix, Arizona 85007, Attn: JCRF Administrator.

(GRANTEE)

By: _____
Alfredo I. Velasquez
SCC School Superintendent

Date: 6/29/16

By: _____
SCC Board of Supervisors
Date: _____

ARIZONA SUPREME COURT

By: _____
Mike Baumstark, Deputy Director
Arizona Supreme Court
Administrative Office of the Courts

Date: 6/29/16

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INTEROFFICE MEMORANDUM

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

FROM: Alfredo I. Velásquez, SCC Superintendent of Schools

SUBJECT: Healthy Families-Healthy Youth Program: Middle School Pilot Project Intergovernmental Agreement

DATE: July 8, 2016

RECOMMENDATION:

Recommend to Board of Supervisors to approve Intergovernmental Agreement, between the Santa Cruz County School Superintendent's Office and Santa Cruz Valley Unified School District #35.

BACKGROUND:

Please see attached Intergovernmental Agreement.

FINANCAL IMPLICATIONS:

Funding will be awarded by the Governor's Office

PROPOSED MOTION:

Move to approve intergovernmental agreement as presented.

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INTERGOVERNMENTAL AGREEMENT
BETWEEN
SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT
and
SANTA CRUZ VALLEY UNIFIED SCHOOL DISTRICT

For the purpose of implementing the
The Governor's
Healthy Families - Healthy Youth Program: Middle School Pilot Project

This agreement dated July 1, 2016 between the Santa Cruz County School Superintendent (SCCSS) a duly authorized official of the County of Santa Cruz, State of Arizona and the undersigned Santa Cruz Valley Unified School District ("District") is a contract for services.

I. Authorization

The SCCSS is authorized to enter into this agreement pursuant to A.R.S. §15-365A and §15-302A and A.R.S. §11-952

The Santa Cruz Valley Unified School District is authorized to enter into this agreement pursuant to A.R.S. §15-342 and A.R.S. §11-952.

II. Duration

This agreement shall become effective July 1, 2016 until June 30, 2017. This agreement shall be binding upon the parties and may be extended upon the appropriate action of the parties.

III. Purpose

The purpose of this agreement is to establish the Governor's Healthy Families - Healthy Youth Program: Middle School Pilot Project in Santa Cruz Valley Unified School District. This includes having responsibility for the proper implementation of all program activities and supporting evaluation and reporting requirements in accordance with the approved application and applicable state and Federal laws and regulations.

IV. Funding

Funding for services provided through this agreement shall be through a grant to the County School Superintendent's Office by the Governor's Office.

The District will submit Quarterly cash management reports to the Santa Cruz County School Superintendent's Office that indicate amount of Healthy Student funds expended by category. Detailed financial reports will be submitted by the District as requested by the SCCSS.

V. Duties of the SCCSS

SCCSS shall:

A. Direct and oversee the program.
B. Provide leadership and support to the School Districts participating in the project.
C. Develop, in conjunction with the participating school districts, the annual work plan.
D. Ensure that the project is implemented as approved and in compliance with applicable laws, regulations, and directives. SCCSS will take appropriate action to include terminating this agreement if the project is not implemented as approved by the District.
E. Act as fiscal agent for the project.
F. Inform the District of any directives or communication from the granting agency or other agency that impacts program services, reporting, or finances.
G. Pay the District within 45 days of receiving an invoice from the District.

VI. Duties of Santa Cruz Valley Unified School District:

Santa Cruz Valley Unified School District shall:

A. Provide management staff to develop and operate the program as described in the approved grant application and approved program revisions.
B. Maintain and administer the budget.
C. Establish a location through which management and communication will take place.
D. Provide for the establishment and implementation of the proposed program services.
E. Provide for the acquisition and maintenance of educational resources, materials, and equipment for use in the program, utilizing competitive bidding practices in compliance with A.R.S. §15-213 and the School District Procurement Code, AAC R7-2-1091 *et seq.*
F. In providing services to program participants provide for the establishment of services that are sufficiently comprehensive to maintain compliance at all levels, provide for the establishment of appropriate evaluation services, provide for the establishment of an appropriate array of program options and related services. Provide for staff recruitment and development including in-service training of staff in accordance with the approved application and approved program revisions.
G. Provide for the establishment of a program and personnel evaluation plan that assures appropriate professional and participant input to assure high quality services. The District shall be responsible for selection, supervision, retention and discipline of said employees and staff.
H. The District shall submit to the SCCSS an program progress reports and a fiscal reports including actual expenditures as required by dates specified by the SCCSS that complies with the program reporting requirements.

I. The District will ensure that staff employed through the Project will submit a:
   a. Monthly time and effort log in accordance with the format approved by the county.
   b. Semi-annual certification that the employee worked solely on Santa Cruz County Healthy Student Project for the period covered by the certification. This certification must be signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee.

J. The District Superintendent may delegate all administrative and management duties to the assigned District Director.

VII. Termination and Withdrawals

A. The SCCSS and/or Santa Cruz Valley Unified School District may determine that the public interest will not be served by the continuation of this agreement. AT such time this agreement can be terminated with thirty (30) days written notice.

B. Liability of Obligations Prior to Withdrawal. A withdrawing party shall remain liable for any debts, liabilities or obligations incurred by that party while it was party to this agreement.

C. Conflict of Interest. The parties may cancel this agreement without penalty or further obligation pursuant to A.R.S. §38-511.

VIII. Inspection and Audit

All books, accounts, files, reports and other records relating to this contract shall be subject, at all reasonable times, to inspection and audit by the school district or agency of the State of Arizona and by representatives of the Comptroller General of the United States or Secretary of Education when required by federal regulations for five (5) years after the completion of the contract.

XI. Disposition of Property and Funds

In the event of defunding of the program or the complete rescission or other final termination of this agreement, any property interest remaining shall be disposed as follows:

A. Property purchased with state or federal funds shall be disposed of according to such rules and regulations as outlined by the State Department of Education or appropriate federal agency.

B. SCCRSD will maintain and keep in storage records and papers for the period determined by law.

X. Amendments

This agreement may be amended through written agreement of both SCCSS and Santa Cruz Valley Unified School District provided that any amendment is to further carry out the purposes of the agreement. Any such amendment shall be effective upon the date of final execution of the parties.

XII. Insurance

To the extent permissible under Arizona Law, each member of the agreement hereby indemnifies and holds harmless all other parties for that member district's payment of its proportional share of all costs, fees and expenses called for in this agreement.

The County and the School District each agree to obtain and maintain throughout the duration of this agreement public liability insurance, specifically naming the other as an insured, in an amount mutually agreed upon by the parties to be adequate but in no event less than $2,000,000 to insure each for any reasonably foreseeable risk of either party as a result of the presence of the School Resource Officer upon the Rio Rico High School campus.

XIV. Miscellaneous Provisions

A. This agreement and attachments shall constitute the full and complete understanding of the parties. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, signed by the designated district official, and attached to the original of this agreement. Such amendments must be approved by SCCSS and the District

B. Program and service designs shall be approved the Santa Cruz County Superintendent or designated administrator.

C. The agreement shall not be subject to assignment either in whole or in part by either SCCSS or District without the written consent of all parties.

D. During the performance of this agreement, all parties agree to comply with all applicable laws, rules and executive orders regarding non-discrimination, affirmative action, and equal employment opportunity, including Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, and Section 504 of the Rehabilitation Act of 1973, The Immigrations Control and Reforms Act of 1986, and both parties agree not to discriminate against any person on the basis of race, color, sex, religion, national origin, age, or handicap.

XV. Severability

Should any portion, term, condition or provision of this agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of

Arizona, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions or provisions shall not be affected thereby.

Authorized Signatures:

Santa Cruz Board of Supervisors

Signature	**Date**
Name, Position	**Date**

Santa Cruz County School Superintendent

Signature	**Date**
Name, Position	**Date**

Santa Cruz Valley Unified School District

Signature	7/18/16 **Date**
David Verdugo, Superintendent **Name, Position**	7/18/2016 **Date**

The undersigned attorneys, for each of the respective parties as identified below, have determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of this State to their respective clients.

Dated this _____ day of _____, 2015. 16 mL

_____

Attorney for Santa Cruz County School Superintendent's Office

Dated this 18th **day of** July**, 2015.** 16 mL

_____

Melisa Lunderville, Director of Student Services

EXHIBIT A
SCOPE OF WORK

CONTRACTOR: Santa Cruz Valley Unified School District Governing Board on the behalf of the **Santa Cruz Valley Unified School District ("District")**

PROGRAM: Santa Cruz County Healthy Student Project

I. PROGRAM OVERVIEW

A. Santa Cruz County, as a grantee of the Governor's Office, has received a grant to implement the Governor's Healthy Families - Healthy Youth Program: Middle School Pilot Project.

Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Contract shall be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney Genera*l to work in the United States.*

II. PROGRAM ACTIVITIES

The District shall:

A. General operations and implementation.
   1. Assign a staff person to work with the Santa Cruz County Superintendent's Office who will be point of contact and responsible for the implementation the Project.
   2. Implement the project at the approved schools. In conjunction with the Santa Cruz County School Superintendent's Office, supervise the Project and operations at the participating schools.
   3. Disseminate information and conduct outreach activities to market the Project to the SCVUSD community at large.
   4. Coordinate project activities and services with school administration and counselors at each location offering the services.
   5. Coordinate project partner activities within District to further the requirements and benefits of the Project.

B. Administrative:
   1. Participate in the evaluation of the project. All student data will remain confidential.
   2. District shall ensure that activities are conducted in compliance with all state, local and federal laws and regulations applicable to the Project.

BUDGET.

The District and shall receive the following financial assistance from SCCSS as described:

The District will receive annually $35,000.

Budget modifications, if sought, can be conducted during the contract period per the agreement of both parties. .

REPORTS. District shall submit to the County the required reports. County will utilize this data to prepare reports for the Governor's Office.

Scope of Work Site Specific

Calabasas School will:

1. Accept and manage the grant funds provided by GOYFF to the County School Superintendent's Office to host the event(s) based on size of 7th grade enrollment. Event participation maximum capacity is 150 participants. Below are sample event attendance:

    i. 50 students and 100 parents/caregivers

    ii. 60 students and 90 parents/caregivers

    iii. 75 students and 75 parents/caregivers*

*Every student must be accompanied by a parent/caregiver

2. Select and pay a qualified and interested staff person to serve as the Healthy Families Program Coordinator (percentage of FTE to be determined by the school). See attached job description.

3. Healthy Families Program Coordinator will remain a family resource at the school who can direct students and/or parents throughout the school year to:

    i. www.substanceabuse.az.gov

    ii. Community Coalitions/Non-profit organization available in their area

4. Identify and select an adequate number of school staff to be trained and serve as Healthy Families coaches for the event(s). See attached Job Description.

    i. Contract Services should be provided for a minimum (2) coaches at schools offering 1 event at the school site. (Not to exceed $30,000.00)

    ii. Contract Services should be provided for a minimum (3) coaches at schools offering 2 events at the school site. (Not to exceed $35,000.00)

5. Contract Services funding may be provided for staff coaches to participate in the event and attend one-day training for the program in July – August 2016.

6. Contract Services funding may also be provided for preparation activities and logistic associated with the event by staff coaches and peer leaders.

7. Identify and select an adequate number of youth peer leader(s) ages 18-30 to help facilitate the youth workshop and the youth-parent planning sessions of the evening. See attached Job Description.

    i. Contract Services should be provided for a minimum (2) peer leaders at schools offering 1 event at the school site.

    ii. Contract Services should be provided for a minimum (3) peer leaders at schools offering 2 events at the school site.

8. Collaborate with ASU-Southwest Interdisciplinary Research Center (SIRC) to conduct all required evaluation activities.

Healthy Families
REIMBURSABLE BUDGET – (Calabasas School)- providing 2 event dates

Category	Description	Amount
Personnel	School Coordinator .25% @ $50,000 ($50,000 x .25% X 7 months = $7,292.00) Point of contact for the Middle School and oversight for the pilot program. Liaison to the County Superintendent. Facilitators and speaker fees for (1) day training, (2) events all preparation activities and logistics associated: Adult (3) and Youth (3). Child Care, if needed.	$14,000.00
Fringe/ERE	Employee related expenses are approximately 30% of the salaries including health benefits	$4,200.00
Supplies	Program materials - printed materials, copy paper, envelopes, note pads, file folders, pens, pencils, markers, binder clips, postage, internet and cell phone.	$4,000.00
Facilities	Event Costs, School Auditorium, Gym, Cafeteria	$3,280.00
Incentive Supplies	Incentive Supplies for participation (i.e. Gift Cards, T-shirts, etc.)	$6,372.00
	Sub-Total	**$31,852.00**
Indirect	10% of Direct Expenses or Federally Approved Indirect Rate	$3,148.00
	Total Project Costs	**$35,000.00**

ATTACHMENT A

SAMPLE BUDGET – County Superintendents

Category	Description	Amount
Personnel	Project Manager .50% @ $50,000 ($50,000 x .50% X 6 months = $2,083)	$12,500.00
Fringe	Employee related expenses are approximately 30% of the salaries including health benefits	$3,750.00
Travel	Travel is determined at the AZ State rate of $.445 per mile. $.445 x 500 miles = $222	$222.00
Supplies	Program materials - printed materials, copy paper, envelopes, note pads, file folders, pens, pencils, markers, binder clips, postage and internet.	$3,000.00
Other	Phone and internet	$528.00
Total Project Costs		**$20,000**

Back to Agenda

INTEROFFICE MEMORANDUM

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

FROM: Alfredo I. Velásquez, SCC Superintendent of Schools

SUBJECT: Southwest Educational Consulting Associates, Inc. Proposal

DATE: June 21, 2016

RECOMMENDATION:

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

BACKGROUND:

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

FINANCAL IMPLICATIONS:

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

PROPOSED MOTION:

Move to approve proposals as presented.

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A PROVEN LEADER providing our clients:

Grant Writing

Evaluation Services

Administrative Services

Business Services

Leadership Development

Human Resources

Professional and Curriculum Development

Program/School Improvement

Risk Management

A PROPOSAL TO:

SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT'S OFFICE

TO PROVIDE

EVALUATION, TECHNICAL ASSISTANCE, AND SUPPORT SERVICES

HEALTHY STUDENTS PROJECT

May 31, 2016

Client Focused ***Relationship Driven*** ***Delivering Results***

1424 Nighthawk Dr. Santa Rosa CA 95409

515 East Medlock Phoenix AZ Phoenix AZ 85012

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

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

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

May 31, 2016

Proposal Submitted to

Santa Cruz County School Superintendent's Office

Purpose:

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

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

Proposed Contract Period:

July 1, 2016 – June 30, 2017

Background:

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

Other grant programs are expected.

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

Proposed Work Plans:

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

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

Personnel:

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

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

Michael J. Hughes

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

Contact

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

515 East Medlock
Phoenix AZ 85012
602-955-5340

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A PROVEN LEADER providing our clients:

Grant Writing

Evaluation Services

Administrative Services

Business Services

Leadership Development

Human Resources

Professional and Curriculum Development

Program/School Improvement

Risk Management

A PROPOSAL TO:

SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT'S OFFICE

TO PROVIDE

EVALUATION, TECHNICAL ASSISTANCE, AND SUPPORT SERVICES

CREO PROJECT

May 31, 2016

Client Focused ***Relationship Driven*** ***Delivering Results***

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michaelhughes@cox.net Ph (602) 300- 3056
Phone (602) 955-5340

515 East Medlock Phoenix AZ Phoenix AZ 85012

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

www.sweca.info

Proposal Submitted to **May 31, 2016**

Santa Cruz County School Superintendent's Office

Purpose:

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

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

Proposed Contract Period:

July 1, 2016 – June 30, 2017

Background:

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

Other grant programs are expected.

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

Proposed Work Plans:

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

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

Personnel:

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

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

Michael J. Hughes

May 31, 2016

Michael J. Hughes
Vice-President

Date

Contact

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

515 East Medlock
Phoenix AZ 85012
602-955-5340

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A PROVEN LEADER providing our clients:

Grant Writing

Evaluation Services

Administrative Services

Business Services

Leadership Development

Human Resources

Professional and Curriculum Development

Program/School Improvement

Risk Management

A PROPOSAL TO:

SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT'S OFFICE

TO PROVIDE

EVALUATION, TECHNICAL ASSISTANCE, AND SUPPORT SERVICES

SPECIAL PROJECTS

May 31, 2016

Client Focused ***Relationship Driven*** ***Delivering Results***

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Michael Hughes, Vice President
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515 East Medlock Phoenix AZ Phoenix AZ 85012

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

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

Proposal Submitted to **May 31, 2016**

Santa Cruz County School Superintendent's Office

Purpose:

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

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

Proposed Contract Period:

July 1, 2016 – June 30, 2017

Background:

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

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

Proposed Work Plans:

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

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

Personnel:

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

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

Michael J. Hughes

May 31, 2016

Michael J. Hughes
Vice-President

Date

Contact

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602-300-3056

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Phoenix AZ 85012
602-955-5340

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INTEROFFICE MEMORANDUM

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

FROM: Alfredo I. Velásquez, SCC Superintendent of Schools

SUBJECT: Santa Cruz County Healthy Student Project Intergovernmental Agreement with Nogales Unified School District

DATE: July 11, 2016

RECOMMENDATION:

Recommend to Board of Supervisors to approve Intergovernmental Agreement, between the Santa Cruz County School Superintendent's Office and Nogales Unified School District #1

BACKGROUND:

Please see attached Intergovernmental Agreement.

FINANCAL IMPLICATIONS:

Funding has been awarded by the US Department of Education

PROPOSED MOTION:

Move to approve intergovernmental agreement as presented.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT
and
NOGALES UNIFIED SCHOOL DISTRICT

For the purpose of implementing the
Santa Cruz County Healthy Student project

This Intergovernmental Agreement dated July 1, 2016 between the Santa Cruz County School Superintendent ("SCCSS") a duly authorized official of the County of Santa Cruz, State of Arizona (the "County") and the undersigned Nogales Unified School District ("NUSD") is a contract for services.

I. Authorization

SCCSS is authorized to enter into this Agreement pursuant to A.R.S. §15-365A and §15-302A and A.R.S. §11-952.

NUSD is authorized to enter into this Agreement pursuant to A.R.S. §15-342 and A.R.S. §11-952.

II. Duration

This Agreement shall become effective July 1, 2016 until June 30, 2017 contigent upon receipt of federal funds and approval by the US Department of Education for continued funding. This agrrement shall be binding upon the parties and may be extended through the end of the grant upon the appropriate action of the parties with the provision that, unless approved by the US Department of Education, the project must be completed by April 30, 2018 or date established by thye US Department of Education.

III. Purpose

The purpose of this Agreement is to establish the Santa Cruz County Healthy Student Project (the "Healthy Student" or "Project") in NUSD. This includes having responsibility for the proper implementation of all Project activities and supporting evaluation and reporting requirements in accordance with the approved application and applicable state and federal laws and regulations.

IV. Funding

Funding for services provided through this Agreement shall be through a grant to the SCCSS Office by the US Department of Education Fund for the Improvement of Education Elementary and Secondary Education Program. PR/Award Number S215B150538.

NUSD will submit quarterly cash management reports to the SCCSS Office that indicate amount of Project funds expended by category. Detailed financial reports will be submitted by NUSD as requested by SCCSS.

V. Duties of SCCSS

SCCSS shall:

A. Direct and oversee the Healthy Student's program.
B. Provide leadership and support to NUSD's participation in the Project.
C. Develop, in conjunction with NUSD, the annual work plan.
D. Ensure that Project is implemented as approved and in compliance with applicable laws, regulations, and directives. SCCSS will take appropriate action to include terminating this Agreement if the Project is not implemented as approved by NUSD.
E. Establish the Healthy Student Advisory Management Board as part of the Superintendent's Commission on Education.
F. Act as fiscal agent for the Project.
G. Inform NUSD of any directives or communication from the granting agency or other agency that impacts Project services, reporting, or finances.
H. Pay NUSD within thirty (30) days of receiving an invoice from NUSD.

VI. Duties of NUSD

NUSD shall:

A. Provide management staff to develop and operate the Project as described in the approved grant application and approved Project revisions.
B. Maintain and administer the budget.
C. Establish a location through which management and communication will take place.
D. Provide for the establishment and implementation of the proposed Project services.
E. Provide for the acquisition and maintenance of educational resources, materials, and equipment for use in the Project, utilizing competitive bidding practices in compliance with A.R.S. §15-213 and the NUSD Procurement Code, AAC R7-2-1091 *et seq.*
F. In providing services to Project participants, provide for the establishment of services that are sufficiently comprehensive to maintain compliance at all levels, provide for the establishment of appropriate evaluation services and provide for the establishment of an appropriate array of Project options and related services. Provide for staff recruitment and development including in-service training of staff in accordance with the approved application and approved Project revisions.
G. Provide for the establishment of a Project and personnel evaluation plan that assures appropriate professional and participant input to assure high quality services. NUSD shall be responsible for selection, supervision, retention and discipline of said employees and staff.

H. NUSD shall submit to SCCSS program progress reports and fiscal reports, including actual expenditures, as required, by the dates specified by SCCSS and in compliance with the Project reporting requirements.
I. NUSD will ensure that staff employed through the Project will submit a:
   a. Monthly time and effort log in accordance with the format approved by the County.
   b. Semi-annual certification that the employee worked solely on the Project for the period covered by the certification. This certification must be signed by the employee or a supervising official having firsthand knowledge of the work performed by the employee.
J. NUSD Superintendent may delegate all administrative and management duties to the assigned NUSD Director.

VII Termination and Withdrawals

A. SCCSS and/or NUSD may determine that the public interest will not be served by the continuation of this Agreement. At such time this Agreement can be terminated with thirty (30) days written notice.
B. Liability of Obligations Prior to Withdrawal. A withdrawing party shall remain liable for any debts, liabilities or obligations incurred by that party while it was party to this Agreement.
C. Conflict of Interest. The parties may cancel this Agreement without penalty or further obligation pursuant to A.R.S. §38-511.
D. Subject to Appropriations. This Agreement is subject to the provisions of Ariz. Const. Art. IX, § 5 and A.R.S. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for the services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If SCCSS or NUSD fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and SCCSS and NUSD shall be relieved of any subsequent obligation under this Agreement.

VIII. Inspection and Audit

All books, accounts, files, reports and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by NUSD or agency of the State of Arizona and by representatives of the Comptroller General of the United States or

Secretary of Education when required by federal regulations for five (5) years after the completion of this Agreement.

IX. Disposition of Property and Funds

In the event of defunding of the Project or the complete rescission or other final termination of this Agreement, any property interest remaining shall be disposed as follows:

A. Property purchased with state or federal funds shall be disposed of according to such rules and regulations as outlined by the State Department of Education or appropriate federal agency. Property purchased with funds of the parties shall be returned to the respective owner.

B. SCCSS will maintain and keep in storage records and papers for the period determined by law.

X. Amendments

This Agreement may be amended through written agreement of both SCCSS and NUSD provided that any amendment is to further carry out the purposes of this Agreement. Any such amendment shall be effective upon the date of final execution of the parties.

XI. Insurance/Indemnification

To the extent permissible under Arizona Law, each party of this Agreement hereby indemnifies and holds harmless the other party for that party's district's payment of its proportional share of all costs, fees and expenses called for in this Agreement.

The County and NUSD each agree to obtain and maintain throughout the duration of this Agreement public liability insurance, specifically naming the other as an insured, in an amount mutually agreed upon by the parties to be adequate but in no event less than $2,000,000 to insure each for any reasonably foreseeable risk of either party as a result of the implementation of this Project.

XII. Miscellaneous Provisions

A. This Agreement and any attachments hereto shall constitute the full and complete understanding of the parties. Any alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, signed by the designated NUSD official, and attached to the original of this Agreement. Such amendments must be approved by SCCSS and NUSD

B. Project and service designs shall be approved by SCCSS or its designated administrator.

C. This Agreement shall not be subject to assignment either in whole or in part by either SCCSS or NUSD without the written consent of all parties.

D. During the performance of this Agreement, all parties agree to comply with all applicable laws, rules and executive orders regarding non-discrimination, affirmative action, and equal employment opportunity, including Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973, and the Immigrations Control and Reforms Act of 1986. Both parties agree not to discriminate against any person on the basis of race, color, sex, religion, national origin, age, or handicap.

E. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

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

G. To the extent applicable under A.R.S. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

XIV. Severability

Should any portion, term, condition or provision of this agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Arizona, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions or provisions shall not be affected thereby.

[SIGNATURES ON FOLLOWING PAGES]

Authorized Signatures:

Santa Cruz County Board of Supervisors

Signature	**Date**
Name, Position	**Date**

Santa Cruz County School Superintendent

Signature	**Date**
Name, Position	**Date**

Nogales Unified School District

Signature	**Date**
Name, Position	**Date**

The undersigned attorneys, for each of the respective parties as identified below, have determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of this State to their respective clients.

Dated this _____ day of _____, 2016.

_____

Attorney for Santa Cruz County

Dated this _____ day of _____, 2016.

_____

Attorney for Santa Cruz County School Superintendent's Office

Dated this _____ day of _____, 2016.

_____

Attorney for Nogales Unified School District

EXHIBIT A
SCOPE OF WORK

CONTRACTOR: Nogales Unified School District Governing Board on the behalf of the **Nogales Unified School District ("NUSD")**

PROGRAM: Santa Cruz County Healthy Student Project

I. PROGRAM OVERVIEW

A. Santa Cruz County (the "County"), as a grantee of the US Department of Education Fund for the Improvement of Education Elementary and Secondary Education Program, PR/Award Number S215B150538, has received a multi year grant to implement the Santa Cruz County Healthy Student project (the "Project").

1. The Project has as its goal: All students will possess the resilience and perseverance skills to be successful academically, professionally, socially, and emotionally so they maximize their potential and grow up equipped to take care of themselves and their family and contribute to their community.
2. This will be accomplished by establishing a school guidance program and curriculum at the participating schools that:
    a. Is developmentally appropriate sequence of lessons and designed to be delivered to all students.
    b. Includes intentional guidance that provides more intensive services to individual students or groups of students who need extra support.
    c. Supports individual student planning so students explore their personal goals and develop plans for the future.
    d. Includes responsive services which can be initiated by the student or through recommendations from teachers, parents, guardians, or others.

B. As part of this effort, the County, through its Santa Cruz County School Superintendent's Office (SCCSS) is entering into an Intergovernmental Agreement (the "Agreement") with NUSD to conduct Project activities for NUSD elementary school students.

Unless otherwise specified herein, participation in Project programs and activities financially assisted in whole or in part by the Agreement shall be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General *to work in the United States.*

II. PROGRAM ACTIVITIES

NUSD shall:

A. General operations and implementation.

1. Assign a staff person to work with SCCSS who will be point of contact and responsible for the implementation of the Project.
2. Implement the Project at the approved schools serving grade K-5 students or K-8 if approved by SCCSS in NUSD. The Project shall:
    a. Hire counselors and establish schedules for them to serve students and families at each school.
    b. Organize counseling services according to a four-tiered model of universal, targeted, intensive, and treatment care.

c. Be an integral part of the school environment that fosters a holistic approach aimed at developing healthy lifestyles into every aspect of school life. This includes facilitating School Healthy Advisory Council (SHAC) and wellness policies.
d. Adopt the Substance Abuse and Mental Health Services Administration (SAMHSA) evidenced-based recommended *Positive Action (PA)* and *Stay on Track (SOT)* or like programs for tier two level programming.
e. Adopt *Character Counts (CC)* or comparable program to build strong school climates and cultures.
f. Train teachers to identify risk indicators and incorporate instructional strategies and curriculum into daily lessons.
g. Establish/strengthen student intervention teams to monitor students and respond/act as student – situation requires.
h. Recruit targeted students and schedule small groups to take part in programs that address the causes of and how to deal with disruptive behaviors
i. Plan instruction to focus on self-esteem, decision-making, setting/monitoring goals, personal control, and interpersonal communication.
j. Conduct both small group and individual counseling.
k. Refer severely at-risk to mental health providers.

3. In conjunction with SCCSS, supervise the Project and operations at the participating schools.
4. Disseminate information and conduct outreach activities to market the Project to the NUSD community at large.
5. Coordinate Project activities and services with school administration and counselors at each location offering the services.
6. Coordinate Project partner activities within NUSD to further the requirements and benefits of the Project.

B. Administrative:

1. Participate in the Superintendent's Commission and the Project management board to provide continued governance, structure, and leadership to the Project.
2. Participate in the evaluation of the Project. All student data will remain confidential.
3. NUSD shall ensure that activities are conducted in compliance with all state, local and federal laws and regulations applicable to the Project.

BUDGET.

NUSD shall receive the following financial assistance from SCCSS:

NUSD will receive $156,000 annually to employ three counselors for the duration of the Agreement (the "Compensation"). In addition to the Compensation, supplies and training will be provided though the SCCSS Project office.

Budget modifications, if sought, can be conducted during the term of the Agreement per the agreement of both parties.

REPORTS. NUSD shall submit the following reports to the County:

1. A quarterly progress report of participant outcomes by the 15th of the following month. This report, template to be provided, will include a narrative on progress to date, challenges and successes encountered, corrective actions if any, and success stories.

2. Quarterly invoices ("payment requests") for compensation earned and costs incurred by the 15th working day of following quarter, and an accounting of match funds earned.

3. A **final program report** of client activities, including a list of clients to be carried over beyond the Agreement term, within ten (15) days after the end of the term of the Agreement, unless County notifies NUSD of a different time period.

The County will utilize the data in the reports to prepare reports for the U.S. Department of Education.

NUSD shall provide the County with other reasonable records and reports as required by the Superintendent and/or his Director.

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INTEROFFICE MEMORANDUM

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

FROM: Alfredo I. Velásquez, SCC Superintendent of Schools

SUBJECT: Santa Cruz County Youth Career Connect: Career Readiness Opportunities (CREO) Intergovernmental Agreement with Nogales Unified School District

DATE: July 11, 2016

RECOMMENDATION:

Recommend to Board of Supervisors to approve Intergovernmental Agreement, between the Santa Cruz County School Superintendent's Office and Nogales Unified School District #1 for FY 2016-2017

BACKGROUND:

Please see attached Intergovernmental Agreement.

FINANCAL IMPLICATIONS:

Funding has been awarded by the United States Department of Labor Employment and Training Administration to the Innovation Arizona Consortium Project, Pima County Fiscal Agent.

PROPOSED MOTION:

Move to approve intergovernmental agreement as presented.

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INTERGOVERNMENTAL AGREEMENT
BETWEEN
SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT
and
NOGALES UNIFIED SCHOOL DISTRICT

This Intergovernmental Agreement (this "Agreement") dated July 1, 2016 between the Santa Cruz County School Superintendent ("SCCSS") a duly authorized official of the County of Santa Cruz, State of Arizona (the "County") and the undersigned NOGALES UNIFIED SCHOOL DISTRICT ("NUSD") is a contract for services.

I. Authorization

SCCSS is authorized to enter into this Agreement pursuant to A.R.S. §15-365A and §15-302A and A.R.S. §11-952

NUSD is authorized to enter into this Agreement pursuant to A.R.S. §15-1409 and A.R.S. §11-952.

II. Duration

This Agreement shall become effective July 1, 2016 until June 30, 2017. This Agreement shall be binding upon the parties and may be extended upon the appropriate action of the parties.

III. Purpose

The purpose of this Agreement is to continue the Career Readiness Educational Opportunities Project (the "CREO Project" or the "Project") which includes the academic preparation, career/college readiness, and career/college planning programs for NUSD students. This includes having responsibility for the proper implementation of Project activities described in this Agreement, supporting evaluation and reporting requirements in accordance with Exhibit A, attached hereto, the approved application and applicable state and Federal laws and regulations.

IV. Funding

Funding for services provided through this Agreement shall be through a sub-grant to the SCCSS's Office through a grant awarded by the United States Department of Labor Employment and Training Administration to the Innovation Arizona Consortium Project, Pima County Fiscal Agent.

Accounting for Funds:

NUSD will submit quarterly cash management reports to the SCCSS's Office that indicate amount of NUSD Project funds and local match funding expended by category. Detailed financial reports will be submitted by NUSD as requested by SCCSS.

V. Duties of SCCSS

SCCSS shall:

A. Direct and oversee the CREO Project to include the academic preparation and college planning and readiness programs.
B. Provide leadership, support and oversight for the Project.
C. Develop the annual work plan in conjunction with NUSD.
D. Act as fiscal agent for the Project.
E. Ensure that the project is implemented and approved and in compliance with applicable laws, regulations, and directives. SCCSS will take appropriate action to include terminating this agreement if the Project is not implemented as approved.
F. Provide NUSD and career readiness and access activities in conjunction with NUSD staff.
G. Arrange for and provide the training of the CREO staff involved in the CREO project.
H. Approve all staff involved with the CREO Project. Ensure staff are well qualified.
I. Provide the required equipment and supplies for the lab and the MetroMatematicas instruction.
J. Inform NUSD of any directives or communication from the granting agency or other agency that impacts Project services, reporting, or finances.
K. Pay NUSD within thirty (30) days of receiving an invoice from NUSD.

VI. Duties of NUSD

NUSD shall:

A. Provide management staff to develop and operate the Project as described in the approved grant application and approved Project revisions. NUSD may delegate administrative and management duties to appropriate personnel.
B. Maintain and administer a Project budget.
C. Establish a location through which management and communication will take place.
D. Conduct the Project in accordance with the approved work plan.
E. Ensure staff are well qualified and meet the specifications established by the MetroMatematicas lab program and CREO Project.
F. Provide for the establishment and implementation of the proposed Project services. This is to include:
    i. Recruiting and supporting the counselor(s) who is (are) assigned to the CREO Project.
    ii. Recruiting and supporting the teacher(s) who is (are) assigned to the CREO Project, MetroMatematicas lab program with the understanding that instruction will occur at Nogales High School.
G. Support the development of staff including in-service training of staff in accordance with the approved application, Project plan, and approved Project revisions.

H. Support CREO staff in the recruitment of Nogales High School students for the CREO Project.
I. Work with SCCSS to establish a Project and personnel evaluation plan that assures appropriate professional and participant input to assure high quality services.
J. Submit to SCCSS the required progress, evaluation, and fiscal reports. Included in the reports will be the information required for actual expenditures. Reports will be submitted by a date specified by SCCSS and in compliance with the Project reporting requirements.

VII. New Members

Not applicable.

VIII. Termination and Withdrawals

A. SCCSS and/or NUSD may determine that the public interest will not be served by the continuation of this Agreement. At such time this Agreement can be terminated with thirty days written notice.
B. Liability of Obligations Prior to Withdrawal. A withdrawing party shall remain liable for any debts, liabilities or obligations incurred by that party while it was party to this Agreement.
C. Conflict of Interest. The parties may cancel this Agreement without penalty or further obligation pursuant to A.R.S. §38-511.
D. Subject to Appropriations. This Agreement is subject to the provisions of Ariz. Const. Art. IX, § 5 and A.R.S. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for the services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If SCCSS or NUSD fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and SCCSS and NUSD shall be relieved of any subsequent obligation under this Agreement.

IX. Inspection and Audit

All books, accounts, files, reports and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by NUSD or agency of the State of Arizona and by representatives of the Comptroller General of the United States or Secretary of Education when required by federal regulations for five (5) years after the completion of this Agreement.

X. Disposition of Property and Funds

In the event of defunding of the Project or the complete rescission or other final termination of this Agreement, any property interest remaining shall be disposed as follows:

A. Property purchased with state or federal funds shall be disposed of according to such rules and regulations as outlined by the State Department of Education or appropriate federal agency. Property purchased with funds of the Santa Cruz County Schools Superintendent's Office shall be returned to the respective owner.

B. NUSD will maintain and keep in storage records and papers for the period determined by law.

XI. Amendments

This Agreement may be amended through written agreement of both SCCSS and NUSD provided that any amendment is to further carry out the purposes of this Agreement. Any such amendment shall be effective upon the date of final execution of the parties.

XII. Insurance/Indemnification

To the extent permissible under Arizona Law, each party to this Agreement hereby indemnifies and holds harmless all other parties for said party's district's payment of its proportional share of all costs, fees and expenses called for in this Agreement.

The County and NUSD each agree to obtain and maintain throughout the duration of this Agreement public liability insurance, specifically naming the other as an insured, in an amount mutually agreed upon by the parties to be adequate but in no event less than $2,000,000 to insure each for any reasonably foreseeable risk of either party as a result of the implementation of the Project.

XIV. Miscellaneous Provisions

A. This Agreement and attachments hereto shall constitute the full and complete understanding of the parties. Any alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, signed by the designated NUSD official, and attached to the original of this Agreement. Such amendments must be approved by SCCSS and NUSD.

B. Project and service designs shall be approved the SCCSS or designated administrator.

C. This Agreement shall not be subject to assignment either in whole or in part by either SCCSS or NUSD without the written consent of all parties.

D. During the performance of this Agreement, all parties agree to comply with all applicable laws, rules and executive orders regarding non-discrimination, affirmative action, and equal employment opportunity, including Americans with Disabilities Act,

Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973, and the Immigrations Control and Reforms Act of 1986. Both parties agree not to discriminate against any person on the basis of race, color, sex, religion, national origin, age, or handicap.

E. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

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

G. To the extent applicable under A.R.S. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

XV. Severability

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Arizona, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions or provisions shall not be affected thereby.

[SIGNATURES ON FOLLOWING PAGE]

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Authorized Signatures:

Santa Cruz County Board of Supervisors

Signature	**Date**
Name, Position	**Date**

Santa Cruz County School Superintendent

Signature	**Date**
Name, Position	**Date**

Nogales Unified School District

Signature	**Date**
Name, Position	**Date**

The undersigned attorneys, for each of the respective parties as identified below, have determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of this State to their respective clients.

Dated this _____ day of _____, 2016.

_____

Attorney for Santa Cruz County

Dated this _____ day of _____, 2016.

_____

Attorney for Santa Cruz County School Superintendent's Office

Dated this _____ day of _____, 2016.

_____

Attorney for Nogales Unified School District

EXHIBIT A
SCOPE OF WORK

CONTRACTOR: Nogales Unified School District Governing Board on the behalf of the **Nogales Unified School District ("NUSD")**

PROGRAM: Youth CareerConnect: CREO Project

I. PROGRAM OVERVIEW

A. Santa Cruz County (the "County"), as a sub-grantee of the Pima County Innovation Frontier Arizona Consortium, has been contracted by Pima County to plan, establish, and conduct the Career Readiness Educational Opportunities project for high school students in Santa Cruz County (the "CREO Project" or the "Project"). The project is to:

1. Provide education and training pathways that offer rigorous academic and technical curriculum focused on specific H-1B careers to youth in grades 9-12 in Santa Cruz County;
2. Provide an industry defined curriculum alignment between high schools and community colleges in the target occupations;
3. Develop career pathways that increase accessibility of high-paying jobs to disadvantaged populations; and
4. Coordinate efforts of workforce programs and educators to provide students with challenging, relevant learning opportunities and meet employers' STEM (Science, Technology, Engineering, and Mathematics) needs.

B. As part of this effort, the County, through the Santa Cruz County School Superintendent's Office ("SCCSS") is entering into an intergovernmental agreement (the "Agreement") with NUSD to conduct Project activities for NUSD high school students.

Unless otherwise specified herein, participation in the Project programs and activities financially assisted in whole or in part by the Agreement shall be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General *to work in the United States.*

II. PROGRAM ACTIVITIES

General NUSD and CREO Project operations and implementation.

A. Programmatic: NUSD shall:

1. Assign a staff person to work with SCCSS who will be point of contact and assist in the implementation of the CREO Project for NUSD students using the funds indicated in the Agreement.
2. Support the CREO Project by:

a. Employing counselors who will support CREO in recruiting and providing the college and career planning and readiness activities.
b. Employing a teacher(s) who will instruct students using the MetroMathemátics Math Learning Program to NUSD students who attend the MetroMathemátics Lab located at Nogales High School. The class(es) will be offered as an Honors Math Elective class.
c. Working with the SCCSS to arrange for transportation of Project participants to Project activities such as the college and career readiness activities..

3. Disseminating information and conducting outreach activities to market the Project to the NUSD community at large.
4. Coordinating CREO Project activities and services with school administration and counselors.
5. Working to support SCCSS in building community and business engagement in the Project, including the development of internships and formal mentoring opportunities with local businesses.

B. Student Recruitment and Participation:

1. The NUSD counselor(s) using CREO Project services will:
   a. Adhere to the criteria for identification, recruitment and enrollment of interested, eligible students enrolled in 9th through 12th grades.
   b. Recruit and enroll interested, eligible students at all levels of proficiency in NUSD and the Project which began in the Fall 2015. All program services must be provided at no cost to the students.
   c. Conduct intake and establish participant files containing documentation of eligibility, grant-funded and match-funded activities and outcomes such as attainment of industry-recognized credentials, entry into unsubsidized employment, retention and pre- and post-program earnings for each participant. Support the Project in entering participant demographic characteristics, enrollment, activity, outcome and exit data in a secure database/data transmittal system to be provided by the County.
   d. Implement for participants and support college and career planning and readiness activities that are part of the CREO Project. This includes working with SCCSS to:
      i. Provide individualized assessment and career and academic counseling to each CREO participant to establish an Individual Development Plan (IDP); and
      ii. Conduct monthly reviews of IDPs and identifying barriers to success and a plan to address those barriers; and opportunities for achievement and plans to capitalize on those opportunities.
      iii. Provide and/or coordinate age and grade appropriate activities in following key services:
         1. Tutoring and Academic Support;
         2. Education and career advising;
         3. Family Outreach and Awareness;
         4. College Admission Assistance;

5. Financial Aid Guidance;
6. Career Exploration; and
7. College Applications.

iv. Provide/support small-learning community strategies and activities, to include physical or on-line activities such as employability skills, study skills, online course-taking skills and industry specific topics. "Small-learning community" means autonomous groups of students and teachers in a more personalized learning environment that can better meet the needs of students.

e. Strive to recruit and include as regular participants the number of Nogales High School students as indicated in section D of this Scope of Work.

f. Undertake and support CREO Project activities for Project participants that expose students to the workforce by providing paid internships and formal industry mentoring opportunities. All work-based learning activities will be conducted in compliance with state and federal child labor laws.

C. Applied Mathematics Instruction. NUSD shall, through the CREO Project Director and assigned NUSD staff person:

1. Support the assigned Project teacher in implementing the Applied Mathematics Instruction Model ("AMIM"). The lab, which will be located at Nogales High School, will operate during the school day offering elective Honors Math credit with option to be open on weekends and during school vacations. SY 2017-2018 programming will be planned not later than February 2017.

   The preferred AMIM is the MetroMatemáticas math learning program ("MetroMatematicas") of the Centro Metrologico de Mexico ("CMM"), a Mexican corporation. In the event the Project cannot contract with CMM, NUSD shall implement the approved AMIM that is substantially equivalent to MetroMatematicas.

2. Additionally, the District shall:
   a. Hire qualified mathematics teacher(s) to be trained in and teach the AMIM labs and train and guide other math teachers to teach in the AMIM labs;
   b. Support required math teacher(s) to be trained in the AMIM over the course of the project and provide instruction in the lab(s). If the training is with MetroMatematicas America, parts of the training may be conducted at the Guaymas, Sonora MetroMatematicas Laboratory. Teachers will be compensated for the time spent in training.
   c. Strive to coordinate regular and AMIM math instruction with other STEM programs at Nogales High School.
   d. Strive to recruit and include as regular participants the number of Nogales High School students as indicated in section D of this Scope of Work.

D. Grant Performance Objectives. It is planned that the CREO Project will recruit and involve on a regular basis the following participation by Nogales High school students (Reference Table 1).

Table 1

Outcome Measure	Projected Outcomes Year 1	Projected Outcomes Year 2*	Projected Outcomes Year 3*	Projected Outcomes Year 4*	Project Outcomes Total
Number of new participants to enroll in program	25	20	25	25	100
Number of participants to be served in program	25	45	68	68	210
Number of participants that will participate in formal industry mentoring	0	5	13	13	30
Number of participants that will participate in an internship	0	5	25	25	55
Average number of post- secondary credit(s) each participant will attain during program	0	0	3	3	6
Average program retention percentage rate per year per participant	90%	90%	90%	90%	90%

Completed

E. Administrative: NUSD shall:

1. Support CREO in developing strategies that will enable NUSD and the Project to be continued through public education funding, local workforce investment act program, private company sponsorship, or other ongoing fund sources.
2. Participate in the Superintendent's Commission to provide continued governance, structure, and leadership to the Project.
3. Participate in planned meetings with workforce, business and community college partners to:
    a. Review curriculum content and sequence;
    b. Review student status, retention and progression; and
    c. Address unanticipated barriers.

4. Ensure:
   a. Activities are conducted in compliance with all state, local and federal laws and regulations applicable to the NUSD program.
   b. Compliance with NUSD and CREO Project employment restrictions and compliance requirements:
   c. NUSD and employers providing job opportunities for participants shall comply with Department of Labor guidance on veterans' priority.

III. BUDGET.

NUSD and its staff shall receive the following financial and or resource assistance as described:

1. Financial:
   a. Personnel:
      i. Beginning August 2016, payment for teacher(s) to teach in the MetroMatematicas lab(s) according to the approved class schedule. NUSD will be compensated on a cost reimbursement basis according to the approved teacher salary pay schedule. Anticipated, not to exceed: $6,000 per class in SY 2016-2017 but not to exceed $12,000.
      ii. Beginning August 2016, payment for counselor(s) to recruit and provide planned and approved college planning and readiness activities associated with the CREO Project. NUSD will be compensated on a cost reimbursement basis according to the approved counselor stipend pay schedule. Anticipated, not to exceed: $2500 + ERE's per counselor or $6,000 total in SY 2016-2017.
      iii. Beginning July 2016, payment for one teacher to act as master Teacher in the MetroMatematicas lab(s) Summer Institute to be held July 18-22, 2016. NUSD will be compensated on a cost reimbursement basis according to the approved teacher stipend pay schedule. Anticipated, not to exceed: $900.
      iv. Beginning July 2016, payment for two (2) teachers to teach in the MetroMatematicas lab(s) Summer Institute to be held July 18 - 22, 2016. This is the practicum associated with eighty (80) hours of training (60 class hours and 25 hours of supervised teaching in the summer institute) which required to be certified to teach in the CREO MetroMatematicas Basic Lab. NUSD will be compensated on a cost reimbursement basis. Anticipated, not to exceed: $360 per teacher or $720 total.

2. Resources:
   a. Training:
      i. NUSD CREO Project staff will be compensated for their participation in training associated with the CREO Project at a amount to be determined based on the training. It is estimated the training which will be provided at no cost to NUSD.
      ii. MetroMatematicas Basic Lab. The Basic Lab will be established at Nogales High School in time for instruction to begin in SY

2016-2017. Cost is estimated to be $60,000.

3. Total initial payment to NUSD **is budgeted to be:**

a.	Financial Assistance	$19,620
b.	Year two Resource Assistance:	$60,000
c.	**Total Year two projected assistance:**	**$79,620**

Budget modifications, if sought, can be conducted during the Agreement period per the agreement of both parties.

4. **NUSD warrants that it will work with SCCSS to identify local in kind match over the next two (2) years** (2016-17 and 2017-18)). Match can be in the form of staff time, facility usage, utilities, facility repairs, equipment and furniture, travel, and similar local expenses associated with the CREO Project.

IV. REPORTS.

1. NUSD shall submit to the County the following reports. County will utilize this data to prepare quarterly reports for the U.S. Department of Labor Employment and Training Administration:
   a. A quarterly progress report of participant outcomes per paragraph C above by the 15th of the following quarter. This report should include a narrative on progress to date, challenges and successes encountered, corrective actions if any, and success stories.
   b. Quarterly invoices ("payment requests") for compensation earned and costs incurred by the 15th working day of the following quarter, and an accounting of match funds earned.
   c. A final program report of activities, including a list of clients to be carried over beyond the Agreement term, within fifteen (15) days after the end of the term of the Agreement, unless County notifies NUSD of a different time period.
   d. Other reasonable records and reports as required by the Director or designee of SCCSS.

2. Program reports can be submitted by the CREO counselor(s) and teacher(s).

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INTEROFFICE MEMORANDUM

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

FROM: Alfredo I. Velásquez, SCC Superintendent of Schools

SUBJECT: Santa Cruz County Youth Career Connect: Career Readiness Opportunities (CREO) Intergovernmental Agreement with Santa Cruz Valley Unified School District #35

DATE: July 11, 2016

RECOMMENDATION:
Recommend to Board of Supervisors to approve Intergovernmental Agreement, between the Santa Cruz County School Superintendent's Office and Santa Cruz Valley Unified School District #35 for FY 2016-2017

BACKGROUND:
Please see attached Intergovernmental Agreement.

FINANCAL IMPLICATIONS:
Funding has been awarded by the United States Department of Labor Employment and Training Administration to the Innovation Arizona Consortium Project, Pima County Fiscal Agent.

PROPOSED MOTION:
Move to approve intergovernmental agreement as presented.

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INTERGOVERNMENTAL AGREEMENT
BETWEEN
SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT
and
SANTA CRUZ VALLEY UNIFIED SCHOOL DISTRICT

For the purpose of implementing the
Santa Cruz County Youth Career Connect: Career Readiness Opportunities (CREO)

This agreement dated June 21, 2016 between the Santa Cruz County School Superintendent (SCCSS) a duly authorized official of the County of Santa Cruz, State of Arizona and the undersigned Santa Cruz Valley Unified School District ("District") is a contract for services.

I. Authorization

The SCCSS is authorized to enter into this agreement pursuant to A.R.S. §15-365A and §15-302A and A.R.S. §11-952

The Santa Cruz Valley Unified School District is authorized to enter into this agreement pursuant to A.R.S. §15-342 and A.R.S. §11-952.

II. Duration

This agreement shall become effective July 1, 2016 until June 30, 2017. This agreement shall be binding upon the parties and may be extended for up to two additional one (1) year terms upon the appropriate action of the parties with the provision that, unless approved by the US Department of Education, the project must be completed by June 30, 2018.

III. Purpose

The purpose of this agreement is to establish and conduct the Career Readiness Educational Opportunities (CREO) project for high school students in Santa Cruz County. The project is to:

1. Provide education and training pathways that offer rigorous academic and technical curriculum focused on specific H-1B careers to youth in grades 9-12 in Santa Cruz County;
2. Provide an industry defined curriculum alignment between high schools and community colleges in the target occupations;
3. Develop career pathways that increase accessibility of high-paying jobs to disadvantaged populations; and
4. Coordinate efforts of workforce programs and educators to provide students with challenging, relevant learning opportunities and meet employers' STEM (Science, Technology, Engineering, and Mathematics) needs.

IV. Funding

Funding for services provided through this agreement shall be through a grant to the County School Superintendent's Office, as a sub-grantee of the Pima County Innovation Frontier Arizona Consortium. This includes proper implementation of programs in accordance with Exhibit A.

The District will submit Quarterly cash management reports to the Santa Cruz County School Superintendent's Office that indicate amount of YCC CREO funds expended by category. Detailed financial reports will be submitted by the District as requested by the SCCSS.

V. Duties of the SCCSS

SCCSS shall:

A. Direct and oversee the CREO Project program;
B. Provide leadership and support to the School Districts participating in the project;
C. Develop, in conjunction with the participating school districts, the annual work plan;
D. Act as a fiscal agent for this project;
E. Arrange and provide training to the District and staff involved in the project;
F. Provide required equipment and supplies for the Lab and MetroMatematicas instruction;
G. Ensure that all staff have the necessary qualifications as outlined in the job descriptions and;
H. Pay the District within thirty (30) days of receiving an invoice from the District.

VI. Duties of Santa Cruz Valley Unified School District:

Santa Cruz Valley Unified School District shall:

A. Provide management staff to develop and operate the program as described in the approved grant application and approved program revisions.
B. Maintain and administer the budget.
C. Establish a location through which management and communication will take place.
D. Provide for the establishment and implementation of the proposed program services.
E. Provide for the acquisition and maintenance of educational resources, materials, and equipment for use in the program, utilizing competitive bidding practices in compliance with A.R.S. §15-213 and the School District Procurement Code, AAC R7-2-1091 *et seq.*
F. In providing services to program participants provide for the establishment of services that are sufficiently comprehensive to maintain compliance at all levels, provide for the establishment of appropriate evaluation services, provide for the

establishment of an appropriate array of program options and related services. Provide for staff recruitment and development including in-service training of staff in accordance with the approved application and approved program revisions.

G. Provide for the establishment of a program and personnel evaluation plan that assures appropriate professional and participant input to assure high quality services. The District shall be responsible for selection, supervision, retention and discipline of said employees and staff.

H. The District shall submit to the SCCSS program progress reports and a fiscal reports including actual expenditures as required by dates specified by the SCCSS that complies with the program reporting requirements.

The District will ensure that staff employed through the Santa Cruz County Youth Career Connect: Career Readiness Opportunities (CREO) will submit a:

a. Monthly time and effort log in accordance with the format approved by the county.

b. Semi-annual certification that the employee worked solely on Santa Cruz County CREO for the period covered by the certification. This certification must be signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee.

I. The District Superintendent may delegate all administrative and management duties to the assigned District Director.

VII. Termination and Withdrawals

A. The SCCSS and/or Santa Cruz Valley Unified School District may determine that the public interest will not be served by the continuation of this agreement. AT such time this agreement can be terminated with thirty (30) days written notice.

B. Liability of Obligations Prior to Withdrawal. A withdrawing party shall remain liable for any debts, liabilities or obligations incurred by that party while it was party to this agreement.

C. Conflict of Interest. The parties may cancel this agreement without penalty or further obligation pursuant to A.R.S. §38-511.

VIII. Inspection and Audit

All books, accounts, files, reports and other records relating to this contract shall be subject, at all reasonable times, to inspection and audit by the school district or agency of the State of Arizona and by representatives of the Comptroller General of the United States or Secretary of Education when required by federal regulations for five (5) years after the completion of the contract.

XI. Disposition of Property and Funds

In the event of defunding of the program or the complete rescission or other final termination of this agreement, any property interest remaining shall be disposed as follows:

A. Property purchased with state or federal funds shall be disposed of according to such rules and regulations as outlined by the State Department of Education or appropriate federal agency.

B. SCCRSD will maintain and keep in storage records and papers for the period determined by law.

X. Amendments

This agreement may be amended through written agreement of both SCCSS and Santa Cruz Valley Unified School District provided that any amendment is to further carry out the purposes of the agreement. Any such amendment shall be effective upon the date of final execution of the parties.

XII. Insurance

To the extent permissible under Arizona Law, each member of the agreement hereby indemnifies and holds harmless all other parties for that member district's payment of its proportional share of all costs, fees and expenses called for in this agreement.

The County and the School District each agree to obtain and maintain throughout the duration of this agreement public liability insurance, specifically naming the other as an insured, in an amount mutually agreed upon by the parties to be adequate but in no event less than $2,000,000 to insure each for any reasonably foreseeable risk of either party as a result of the presence of the School Resource Officer upon the Rio Rico High School campus.

XIV. Miscellaneous Provisions

A. This agreement and attachments shall constitute the full and complete understanding of the parties. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, signed by the designated district official, and attached to the original of this agreement. Such amendments must be approved by SCCSS and the District

B. Program and service designs shall be approved the Santa Cruz County Superintendent or designated administrator.

C. The agreement shall not be subject to assignment either in whole or in part by either SCCSS or District without the written consent of all parties.

D. During the performance of this agreement, all parties agree to comply with all applicable laws, rules and executive orders regarding non-discrimination, affirmative action, and equal employment opportunity, including Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, and Section 504 of the Rehabilitation Act of 1973, The Immigrations Control and Reforms Act of 1986, and both parties agree not to discriminate against any person on the basis of race, color, sex, religion, national origin, age, or handicap.

XV. Severability

Should any portion, term, condition or provision of this agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Arizona, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions or provisions shall not be affected thereby.

Authorized Signatures:

Santa Cruz Board of Supervisors

Signature	**Date**
Name, Position	**Date**

Santa Cruz County School Superintendent

Signature	**Date**
Name, Position	**Date**

Santa Cruz Valley Unified School District

Signature	7/18/16 **Date**
David Verdugo **Name, Position**	7/18/16 **Date**

The undersigned designee (s), for each of the respective parties as identified below, have determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of this State to their respective clients.

Dated this _____ day of _____, 2016.

_____

Attorney for Santa Cruz County School Superintendent's Office

Dated this 18th **day of** July**, 2016.**

_____

Melisa Lunderville, Director of Student Services

EXHIBIT A
SCOPE OF WORK

CONTRACTOR: Santa Cruz Valley Unified School District Governing Board on the behalf of the **Santa Cruz Valley Unified School District ("District")**

PROGRAM: Youth CareerConnect: CREO Project

I. PROGRAM OVERVIEW

Santa Cruz County, as a sub-grantee of the Pima County Innovation Frontier Arizona Consortium, has been contracted by Pima County to plan, establish, and conduct the Career Readiness Educational Opportunities project for high school students in Santa Cruz County. The purpose of the project is as follows;

1. Provide education and training pathways that offer rigorous academic and technical curriculum focused on specific H-1B careers to youth in grades 9-12 in Santa Cruz County;
2. Provide an industry defined curriculum alignment between high schools and community colleges in the target occupations;
3. Develop career pathways that increase accessibility of high-paying jobs to disadvantaged populations; and
4. Coordinate efforts of workforce programs and educators to provide students with challenging, relevant learning opportunities and meet employers' STEM (Science, Technology, Engineering, and Mathematics) needs.

B. As part of this effort, Santa Cruz County is entering into an agreement with Santa Cruz Valley Unified School District to conduct CREO activities for District high school students.

Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Contract shall be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General *to work in the United States.*

II. PROGRAM ACTIVITIES

General YCC and CREO operations and implementation. The District shall;

A.1 Programmatic;

1. Assign a staff person to work with the Santa Cruz County Superintendent's Office who will be point of contact and responsible for the implementation of CREO.
2. Math Learning Program (or other approved Applied Mathematics Instruction Model) and the approved college readiness/planning programs to Rio Rico High School serving 9^t to 12^t grade students in Santa Cruz Valley Unified School District.

3. In conjunction with the Santa Cruz County School Superintendent's Office, supervise the CREO Program and operations at Rio Rico High School.
4. Disseminate information and conduct outreach activities to market CREO Program to the SCVUSD community at large.
5. Coordinate CREO Program activities and services with school administration and counselors at each location offering the program.
6. Coordinate CREO partner activities within District to further the requirements and benefits of the CREO Program.
7. Build community and business engagement in the CREO Program, including the development of internships and formal mentoring opportunities with local businesses.

A.2 Student Recruitment and Participation:

1. Adhere to the criteria for identification, recruitment and enrollment of interested, eligible students enrolled in 9th through 12th grades.
2. Enroll interested, eligible students at all levels of proficiency in YCC and CREO beginning in Fall 2016. All program services must be provided at no cost to the students.
3. Conduct intake and establish participant files containing documentation of eligibility, grant-funded and match-funded activities and outcomes such as attainment of industry-recognized credentials, entry into unsubsidized employment, retention and pre- and post-program earnings for each participant. Support CREO in entering participant demographic characteristics, enrollment, activity, outcome and exit data in a secure database/data transmittal system to be provided by the County.
4. Implement for participants and support college and career readiness activities that are part of the CREO project.
5. Undertake and support CREO activities for CREO participants that expose students to the workforce by providing paid internships and formal industry mentoring opportunities. All work-based learning activities will be conducted in compliance with State and Federal child labor laws.

A.3 Administrative:

1. Provide documentation of funding for participating students and other non-federal funding being used as program match.
2. Support CREO in developing strategies for all components of YCC and CREO to be continued through public education funding, local workforce investment act program, private company sponsorship, or other ongoing fund sources.
3. Participate in the Superintendent's Commission to provide continued governance, structure, and leadership to CREO.
4. Participate in planned meetings with workforce, business and community college partners to:
    a. Review curriculum content and sequence;
    b. Review student status, retention and progression; and
    c. Address unanticipated barriers.

5. Participate in the Evaluation of the project to include the National evaluation of CREO. All student data will remain confidential.

B. Applied Mathematics Instruction

District shall, through the CREO Project Director, implement an Applied Mathematics Instruction Model ("AMIM") in Rio Rico High School. The preferred AMIM is the Metromatematicas math learning program (Metromatematicas) of the Centro Metrologico de Mexico ("CMM"), a Mexican corporation. In the event CREO cannot contract with CMM, District shall implement the approved AMIM that is substantially equivalent to Metromatematicas.

Additionally, the District shall:

1. Support and recruit required Math Teachers to be trained in the AMIM over the course of the project and provide instruction in the lab(s). Training in the AMIM methods is projected to be 120 hours for the Basic Lab and an additional 120 hours for the advanced lab. If the contract is with Metromatematicas America, parts of the training may be conducted at the Guaymas, Sonora Metromatematicas Laboratory. Teachers will be compensated for the time spent in training.
2. Utilize the approved Metromatematicas Virtual Laboratory Pilot Package licenses (or approved equivalent) in the math lab.
3. Work with the Superintendent's Office to establish the basic lab by August 2015. This is to include providing the facility required for the lab(s). The Lab will operate after school, a minimum of two days per week with option to be open on weekends and during school vacations. SY 2016-2017 programming will be planned not later than February 2016.
4. Utilize the materials, supplies and equipment for the AMIM Lab(s).
5. In consultation with the Superintendent's Office and Metromatematicas (or the AMIM provider), set up the AMIM Lab(s), using the materials, supplies and equipment provided by CREO and supplemented by the District.
6. Hire qualified mathematics teacher(s) to be trained in and teach the AMIM labs and train and guide other math teachers to teach in the AMIM labs;
7. Plan and conduct in cooperation with CREO the AMIM Labs at Rio Rico High School; and
8. Coordinate regular and AMIM math instruction with other Science Technology Engineering and Math Programs at Rio Rico High School.

C. STEM College and Career Readiness. The District shall:

1. In conjunction with the County Superintendent's office, implement the approved college and career readiness activities for CREO participants. This includes working with the Superintendent's Office to:
    a. Provide individualized assessment and career and academic counseling to each student enrolled in YCC to establish an Individual Development Plan (IDP); and

b. Conduct monthly reviews of IDPs and identifying barriers to success and a plan to address those barriers; and opportunities for achievement and plans to capitalize on those opportunities.

2. Provide and/or coordinate age and grade appropriate activities in following key services:
   a. Tutoring and Academic Support;
   b. Education and career advising;
   c. Family Outreach and Awareness;
   d. Career Exploration;
   e. College Admission Assistance;
   f. Financial Aid Guidance;
   g. Career Exploration; and
   h. College Applications.

3. Provide/support small-learning community strategies and activities, to include twice-monthly physical or on-line activities such as employability skills, study skills, online course-taking skills and industry specific topics. "Small-learning community" means autonomous groups of students and teachers in a more personalized learning environment that can better meet the needs of students.

The District shall ensure that:

1. Activities are conducted in compliance with all state, local and federal laws and regulations applicable to the YCC program.
2. Compliance with YCC and CREO participant employment restrictions and compliance requirements:
3. District and employers providing job opportunities for participants shall comply with Department of Labor guidance on veterans' priority.

PERFORMANCE REQUIREMENTS

Outcome Measure	Projected Outcomes Year 1	Projected Outcomes Year 2*	Projected Outcomes Year 3*	Projected Outcomes Year 4*	Project Outcomes Total
Number of new participants to enroll in program	25	25	25	25	100
Number of participants to be served in program	25	45	68	68	210
Number of participants that will participate in formal industry mentoring	0	5	13	13	30

Number of participants that will participate in an internship	0	5	25	25	55
Average number of post- secondary credit(s) each participant will attain during program	0	0	3	3	6
Average program retention percentage rate per year per participant	90%	90%	90%	90%	90%

*Contingent upon satisfactory performance and renewal of Agreement.

BUDGET.
District and it staff shall receive the following financial and or resource assistance as described:

Personnel: District and it staff shall receive the following financial and or resource assistance as described:

a. Beginning August 2016, payment for one TEACHER to teach in the Metromatematicas lab(s) according to the approved class schedule. District will be compensated on a cost reimbursement basis according to the approved teacher salary pay schedule. Not to exceed $39,999.20 (Including Benefits and Medical Insurance) in SY 2016-2017.

b. Beginning August, payment for one TEACHER to facilitate the refinement of the Metromatematicas curriculum and its alignment with State and National standards. This will include leading the CREO curriculum committee. District will be compensated on a cost reimbursement basis according to the approved teacher stipend pay schedule. Not to exceed: $2,880.00 (includes $480.00 in Benefits) in SY 2016-2017. Future year payments will be based on student demand availability of funding.

c. Beginning July , 2016 , payment for a CREO COLLEGE AND CAREER READY COUNSELOR (.5 FTE) to work with the CREO Director and SCCSS to:
   i. County wide responsibilities:
      Plan and conduct CREO recruitment and career readiness-planning activities for all CREO participants; assist with the collection of data associated with the evaluation of the CREO project;

ii. Site specific responsibilities: Recruit participants and provide planned and approved college planning and readiness activities associated with the CREO project for SCVUSD participants. District will be compensated on a cost reimbursement basis according to the approved counselor stipend pay schedule not to exceed $27,000 (including benefits and medical) in SY 2016-2017;

2. **Resources: Furniture, equipment and supplies**:

1. Advanced Metromatematicas lab (to be confirmed). Projected cost: $100,000.

2. Facility:
   a. Remodeling (electrical, painting) associated with establishing the AMIN lab(s). Not to exceed: $50,000, upon Director and funding approval.

3. Training:
   a. All District CREO staff will be compensated for their participation in training associated with the CREO project, which will be provided at no cost to the District. Not to exceed: $25,000.

District warrants that it will commit <u>$150,000.00</u> in local in kind match over the next three (3) years 2015-16, 2016-17 and 2017-18). Match can be in the form of staff time, facility usage, utilities, facility repairs, equipment and furniture, travel, and similar local expenses associated with the CCREO project.

Total initial payment to District **is budgeted to be:**

1.	Financial Assistance:	$68,800
2.	Resource Assistance:	$235,000
3.	**Total Assistance:**	**$314,000**

Budget modifications, if sought, can be conducted during the contract period per the agreement of both parties.

<u>REPORTS</u>. District shall submit to the County the following reports. County will utilize this data to prepare quarterly reports for the U.S. Department of Labor Employment and Training Administration:

A quarterly progress report of participant outcomes is to be submitted by the 15th of the following month. This report should include a narrative on progress to date, challenges and successes encountered, corrective actions if any, and success stories.

Monthly invoices ("payment requests") for compensation earned and costs incurred by the 15th working day of each month, and an accounting of match funds earned.

A **final program report** of client activities, including a list of clients to be carried over beyond the Contract term, within ten (15) days after the end of the term of this Contract, unless County notifies District of a different time period.

Other reasonable records and reports as required by the Director or designee of the CSET Dept.

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SCVUSD

Description	Projected Yr 3 Expenditures 7/1/16-6/30/17
SY 2017 College/Career Coach. B Hix budgeted at .5 FTE. Remaining .5 FTE freshman counselor and funded by district. Note, since Billy is paid from two funding sources, he will need to maintain time and effort log.	$ 27,000.00
SY 2017 Teacher training stipends (Tom Maddock and Prashant Verma)	$ 720.00
SY 2017 Basic Lab Teacher (Tom Maddock)	$ 32,999.20
SY 2017 Curriculum Coordinator (Nagash). Based on SY 2016 work, this will amount to approximately $2,400 plus ERE of $480.	$ 2,400.00
SY 2017 Advanced Lab Teacher Planning and instruction (Nagash) Matt??	TBD
Advanced Lab Room Set Up	TBD
Total	$ 63,119.20

NOTES:

1. The county will compensate Matt Anderson directly for his work in leading the RRHS MetroMatematicas summer institute.
2. Teacher compensation for work preformed in June 2016 related to the teacher training is not included in this agreement. It was part of the 2015-2016 agreement.

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INTEROFFICE MEMORANDUM

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

FROM: Alfredo I. Velásquez, SCC Superintendent of Schools

SUBJECT: Governor's Office of Youth, Faith and Family Intergovernmental Agreement NO. IGA-SABG-GR-16-040116-13

DATE: July 12, 2016

RECOMMENDATION:

Recommend to Board of Supervisors to approve Intergovernmental Agreement NO. IGA-SABG-GR-16-040116-13, between the State of Arizona Governor's Youth, Faith and Family and the Santa Cruz County School Superintendent's Office.

BACKGROUND:

Please see attached Intergovernmental Agreement.

FINANCAL IMPLICATIONS:

Funding will be awarded by the State of Arizona Governor's Office.

PROPOSED MOTION:

Move to approve intergovernmental agreement as presented.

INTERGOVERNMENTAL AGREEMENT
NO. IGA-SABG-GR-16-040116-13

Between the

STATE OF ARIZONA
GOVERNOR'S OFFICE OF YOUTH, FAITH AND FAMILY

And the

SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT'S OFFICE

This Intergovernmental Agreement ("Agreement") is entered into by and between the State of Arizona, the Governor's Office of Youth, Faith and Family, located at 1700 West Washington, Suite 230, Phoenix, Arizona 85007 ("GOYFF" or "State of Arizona") and the Santa Cruz County School Superintendent's Office, located at 2150 N. Congress Drive, #107, Nogales, Arizona 85621.

WHEREAS, the United States Department of Health and Human Services provided funding to the Arizona Department of Health Services under the Substance Abuse Block Grant ("SABG"). The SABG is administered through the Substance Abuse and Mental Health Services Administration of the United States Department of Health and Human Services.

WHEREAS, the Arizona Department of Health Services provided Substance Abuse Block Grant Funding to the Governor's Office of Youth, Faith and Family under Interagency Service Agreement No. HS632006.

WHEREAS, A.R.S. §41-101.01 authorizes the Governor's Office of Youth, Faith and Family to execute and administer agreements and accept and expend any funds received from the federal government or any agency thereof.

WHEREAS, A.R.S. §11-952 authorizes public agencies to enter into agreements to contract for services.

WHEREAS, A.R.S. §15-301 authorizes the Santa Cruz County School Superintendent's Office to enter into agreements with other governmental entities and agencies in order to receive and spend local, state and federal monies to provide programs and services to school districts, charter schools, county free library districts, and municipal libraries within the county.

THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties enter into this Agreement as follows:

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the Santa Cruz County School Superintendent's Office's role in the development, coordination, and implementation of Peer/Parent Substance Use Prevention Programming in a county middle school selected by the Santa Cruz County School Superintendent's Office.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

The term of the Agreement shall commence April 1, 2016, and shall remain in effect until December 31, 2016, contingent upon GOYFF's receipt of final federal SABG funding, unless terminated, canceled, or extended as otherwise provided herein.

Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date. The GOYFF agrees that regardless of its termination date with the Santa Cruz County School Superintendent's Office, the Santa Cruz County School Superintendent's Office may use the funds distributed under this Agreement to pay for any unpaid services pursuant to this Agreement obligated prior to the date of termination. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

Amendments to this Agreement shall be made in writing and signed by both parties.

III. DESCRIPTION OF SERVICES

The Santa Cruz County School Superintendent's Office shall:

1. Select and secure participation of one middle school that will include the entire 7th grade student population.
2. Provide the GOYFF with the total number of students in 7th grade.
3. Identify a Project Manager from the Santa Cruz County School Superintendent's Office staff.
4. Ensure that the Project Manager attends the entire training at the middle school site scheduled during July or August, 2016.
5. Ensure the County Superintendent's attendance at the entire two hour event at the middle school scheduled for September, 2016.
6. Require that the Project Manager maintains regular contact with the middle school Project Coordinator to ensure the school's grant deliverables are met.
7. Provide services in accordance with this Agreement, which includes Attachment A (entitled *SAMPLE BUDGET – County Superintendents,* incorporated into this Agreement in its entirety) and Attachment B (entitled *Federal Terms and Conditions*, incorporated into this Agreement in its entirety).

IV. REPORTING REQUIREMENTS

The Santa Cruz County School Superintendent's Office shall submit invoices and programmatic reports detailing all services rendered in accordance with this Agreement on a monthly basis. The reporting deadlines are:

- May 31, 2016
- June 30, 2016
- July 31, 2016
- August 31, 2016
- September 30, 2016
- October 31, 2016
- November 30, 2016
- December 31, 2016

V. MANNER OF FINANCING

The GOYFF shall:

1. Provide no more than $20,000 to the Santa Cruz County School Superintendent's Office, for costs associated with the activities listed in (i) Section III of this Agreement, (ii) Attachment A, entitled *SAMPLE BUDGET – County Superintendents*, incorporated into this Agreement in its entirety, and (iii) Attachment B, entitled *Federal Terms and Conditions*, incorporated into this Agreement in its entirety.
2. Provide payment upon receipt and approval of the invoices for services performed or goods received.

The Santa Cruz County School Superintendent's Office shall:

1. Use the SABG funds received from GOYFF exclusively to support the activities outlined in (i) Section III of this Agreement, (ii) Attachment A, entitled *SAMPLE BUDGET – County Superintendents*, incorporated into this Agreement in its entirety, and (iii) Attachment B, entitled *Federal Terms and Conditions*, incorporated into this Agreement in its entirety.
2. Agree that all reimbursement of in-state travel expenses shall be paid only in accordance with the Domestic Per Diem rates allowed under the State of Arizona Travel Policy, and the prevailing State of Arizona standard mileage rates, located at https://gao.az.gov/travel/welcome-gao-travel. There shall be no reimbursement of out-of-state travel expenses.
3. All questions regarding the appropriate use of the SABG funds shall be resolved by mutual written agreement between the Santa Cruz County School Superintendent's Office and the GOYFF.

VI. DOCUMENTS INCORPORATED BY REFERENCE

The State of Arizona's Uniform Terms and Conditions V9_ (Rev 7-1-2013) are incorporated into this document as if fully set forth herein. Copies of the Uniform Terms and Conditions may be accessed at https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9_%28Rev%207-1-2013%29.pdf. The Santa Cruz County School Superintendent's Office warrants that it has read and understands the Uniform Terms and Conditions V9_ (Rev 7-1-2013) and agrees to be bound by them in their entirety. In the event of any divergence between this Agreement and the Uniform Terms and Conditions, this Agreement shall control.

VII. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of the GOYFF/Arizona Office of the Governor under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the GOYFF/Arizona Office of the Governor at the end of the period for which funds are available. No liability shall accrue to Arizona Office of the Governor in the event this provision is exercised, and the GOYFF/Arizona Office of the Governor shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VIII. INDEMNIFICATION

To the fullest extent permitted by law, the Santa Cruz County School Superintendent's Office shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Santa Cruz County School Superintendent's Office or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such the Santa Cruz County School Superintendent's Office to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Santa Cruz County School Superintendent's Office from and against any and all claims. It is agreed that the Santa Cruz County School Superintendent's Office will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Santa Cruz County School Superintendent's Office agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Santa Cruz County School Superintendent's Office for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

IX. INSURANCE

The Santa Cruz County School Superintendent's Office is a public entity and shall provide a certificate of self-insurance.

X. OTHER

It is agreed that the parties to this Agreement have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.

The parties agree to follow all applicable laws, rules and regulations in the performance of work in furtherance of the Substance Abuse Block Grant initiative and this Agreement.

XI. NOTICES

The Santa Cruz County School Superintendent's Office shall address all notices relative to this Agreement to:

Deborrah Miller
Special Project Manager
Governor's Office of Youth, Faith and Family
1700 West Washington, Suite 230
Phoenix, Arizona 85007

The GOYFF shall address all notices relative to this Agreement to:

Alfredo I. Velasquez, School Superintendent
Santa Cruz County School Superintendent's Office
2150 N. Congress Drive, #107
Nogales, Arizona 85621

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT'S OFFICE

Alfredo I. Velasquez Date
School Superintendent

Rudy Molera Date
Chairman Santa Cruz County
Board of Supervisors

GOVERNOR'S OFFICE OF YOUTH, FAITH AND FAMILY

Debbie Moak Date
Director

Travis Price Date
Compliance Finance and Procurement Manager
Office of the Governor

ATTACHMENT B
FEDERAL TERMS AND CONDITIONS

I. KEY PERSONNEL

It is essential that the Santa Cruz County School Superintendent's Office train and provide adequate, experienced personnel, capable of and devoted to the successful accomplishment of projects that may be performed under this Agreement. The Santa Cruz County School Superintendent's Office must agree to assign experienced individuals to project positions.

A. The Santa Cruz County School Superintendent's Office agrees that, once assigned to work on a project under this Agreement, key personnel should not be removed or replaced without prior written notice to the GOYFF.
B. If key personnel are not available for work on a specific project, for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Santa Cruz County School Superintendent's Office shall immediately notify the GOYFF Program Administrator and shall, subject to the concurrence of the GOYFF, replace such personnel with personnel of substantially equal ability and qualifications.
C. The Santa Cruz County School Superintendent's Office shall assign specific individuals to the key programmatic and fiscal positions and other changes to key personnel, specifically the Santa Cruz County School Superintendent's Office's SABG Coordinator must be reported on or before the effective date of such change to the GOYFF.

II. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA") OF 1996

A. The Santa Cruz County School Superintendent's Office warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH ACT") of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. Santa Cruz County School Superintendent's Office warrants that it will cooperate with the GOYFF in the course of performance of the Agreement so that both GOYFF and the Santa Cruz County School Superintendent's Office will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology ("ADOA-ASET") Office, the ADOA-ASET Arizona State Chief Information Security Office and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. The Santa Cruz County School Superintendent's Office will sign any documents that are reasonably necessary to keep GOYFF and the Santa Cruz County School Superintendent's Office in compliance with HIPAA, including, but not limited to, business associates agreements.

B. If required by the GOYFF, the Santa Cruz County School Superintendent's Office agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, the Santa Cruz County School Superintendent's Office agrees to attend or participate in HIPAA training offered by the GOYFF or to provide written verification that the Santa Cruz County School Superintendent's Office has attended or participated in job related HIPAA training that is (1) intended to make the Santa Cruz County School Superintendent's Office proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program

knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

III. AGREEMENT RENEWAL

The Agreement shall not bind nor purport to bind the GOYFF for any contractual commitment in excess of the original Agreement period or amount. The GOYFF shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the parties must execute a written amendment or a new contract. Consideration for renewal will also be based on results of program and fiscal monitoring.

IV. FUND MANAGEMENT

The Santa Cruz County School Superintendent's Office must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The Santa Cruz County School Superintendent's Office must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Santa Cruz County School Superintendent's Office 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. The GOYFF reserves the right to review all business systems policies.

V. DUNS/CCR

Each successful recipient who is awarded funding must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the Agreement. The DUNS website is located at http://fedgov.dnb.com/webform. The CCR registration information may be found at https://www.sam.gov/portal/public/SAM/.

VI. FFATA REPORTING REQUIREMENTS

The Santa Cruz County School Superintendent's Office is required to provide certain information pursuant to the Federal Funding Accountability and Transparency Act of 2006 reporting requirements (Pub. L. No. 109-282, as amended by Section 6205 (a) of Pub. L. No. 110-252) "FFATA"). FFATA requires that certain information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

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ARIZONA SUPERIOR COURT
SANTA CRUZ COUNTY

Thomas Fink
Presiding Judge of Superior Court
Division I

Kimberly A. Corsaro
Presiding Judge of Juvenile Court

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

Diane L. Culin
Court Administrator

Memorandum

To: **Santa Cruz County Board of Supervisors**

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

From: **The Honorable Keith D. Barth, Justice Court #2**

Re: **Court Position – Re-Instatement of Senior Judicial Clerk Position to Justice Court #2**

Date: **July 11, 2016**

Subject:

Discussion and possible action to waive the hiring freeze to fill a Sr. Court Clerk position in Justice Court #2.

Recommendation:

Waive the freeze to allow Justice Court #2 to hire a Judicial Clerk to re-instate a previous position and to allow a start date of September 1, 2016.

Background:

The Judicial Clerk position in Justice Count #2 was voluntarily suspended during the County's Budget Crisis. Due in an increase in court activity and an increase of clerical duties imposed by the Arizona Office of Courts, an additional clerk is necessary. The expected start date for the new Clerk will be September 1, 2016.

Financial Implications:

This position is funded in the Court's budget in the County General fund.

Proposed Motion:

Mr. Chairman, I move to waive the hiring freeze for Justice Court #2 to hire a Sr. Court Clerk effective September 1, 2016 to re-instate a previous full time clerk position.

Back to Agenda

Santa Cruz County

Department Staffing Request

Department __Justice Court # 2_ Date needed September 1, 2016

The position requested is (check whichever applies)

___X___ to fill a vacancy due to voluntary suspension of position

_____ a new position

Position Title Sr. Court Clerk Source of Funding _County

Position is _____ Temporary Full Time _____ Temporary Part-Time

XX___ Permanent Full Time _____ Permanent Part-Time

Benefits (if grant Funded)? Yes ____ No

Is new job description required? _____ Yes XX No

Personnel Review

Salary Range 50 Entry Level Salary __$ 29,882.00____

Budgeted Position _XX__ Yes No

Personnel Signature _____

CURRENTLY BUDGETED AT A COURT CLERK POSITION, LUGE 44, $ 25,766 IN TENTATIVE BUDGET

Board of Supervisor's Action:

Agenda Date: _____July 20. 2016_____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

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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: Lori Marie Reynolds Contact Phone #: 520-455-5893
2. Business name: Sonoita Vineyards LTD Liquor license #: 13120002 (Farm Winery or Craft Distillery)
3. Email: lori@sonoitavineyards.com
4. Mailing address: 290 Elgin Canelo RD (Street Address) Elgin (City) AZ (State) 85611 (Zip Code)
5. Location of fair/festival: 3450 Highway 82 (Street address) Sonoita (City) AZ (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.	8/13/2016	Saturday	10:00 AM	11:59 PM
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Please attach an additional sheet if necessary

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

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SECTION 1 Application type:

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

1. Applicant's Name: Mitchell David Levy Contact Phone #: 602-301-2304
2. Business name: Burning Tree Cellars LLC Liquor license #: 13133032 (Farm Winery or Craft Distillery)
3. Email: mich@burningtreecellars.com
4. Mailing address: 1040 N Main St. (Street Address) Cottonwood (City) AZ (State) 86324 (Zip Code)
5. Location of fair/festival: 3450 Highway 82 (Street address) Sonoita (City) AZ (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.

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SECTION 1 Application type:

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

1. Applicant's Name: Charlene Rae Manning Contact Phone #: 480 650 8651
2. Business name: Manning & Manning Inc dba Kut. Joshua Vineyards Liquor license #: 13123006 (Farm Winery or Craft Distillery)
3. Email: KJVineyards@gmail.com
4. Mailing address: 370 Elgin Rd (Street Address) Elgin (City) AZ (State) 85611 (Zip Code)
5. Location of fair/festival: 3450 Highway 82 (Street address) Sonoita (City) AZ (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.	8/13/2016	Saturday	10:00 AM	11:59 PM
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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: ANN RONCONE Contact Phone #: 520-404-3755
2. Business name: LIGHTNING RIDGE CELLARS Liquor license #: 13123011 (Farm Winery or Craft Distillery)
3. Email: ann@LightningRidgeCellars.com
4. Mailing address: 2368 Hwy 83 (Street Address) ELGIN (City) AZ (State) 85611 (Zip Code)
5. Location of fair/festival: 3450 Highway 82 (Street address) Sonoita (City) AZ (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.	8/13/2016	Saturday	10:00 AM	11:59 PM
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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: Robert Carlson III Contact Phone #: 520-766-3000
2. Business name: Carlson Creek Vineyard LLC Liquor license #: _____ (Farm Winery or Craft Distillery)
3. Email: info@carlsoncreek.com
4. Mailing address: 115 Railview Ave (Street Address) Willcox (City) AZ (State) 85643 (Zip Code)
5. Location of fair/festival: 3450 Highway 82 (Street address) Sonoita (City) AZ (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.	8/13/2016	Saturday	10:00 AM	11:59 PM
2.				
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Date:
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A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery
A.R.S. §4-203.02 At Special Event

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

SECTION 1 Application type:

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

1. Applicant's Name: John McLoughlin Contact Phone #: 480-988-5206
2. Business name: Cellar 433 Liquor license #: 13133017 (Farm Winery or Craft Distillery)
3. Email: info@cellar433.com
4. Mailing address: 7235 E Hampton Ave #110 (Street Address) Mesa (City) AZ (State) 85143 (Zip Code)
5. Location of fair/festival: 3450 Highway 82 (Street address) Sonoita (City) AZ (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.	8/13/2016	Saturday	10:00 AM	11:59 PM
2.				
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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: Garrison Reeves Ellam Contact Phone #: 5204559309
2. Business name: Village of Elgin Winery Liquor license #: 13123003 (Farm Winery or Craft Distillery)
3. Email: sales@elginwines.com
4. Mailing address: 471 Elgin Rd (Street Address) Elgin (City) AZ (State) 85611 (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.	August 13	Saturday	1000	2359
2.				
3.				
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Please attach an additional sheet if necessary

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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: Garrison Reeves Ellam Contact Phone #: 5203693421
2. Business name: Elgin Distillery Liquor license #: 18123000 (Farm Winery or Craft Distillery)
3. Email: gary@azcraftbev.com
4. Mailing address: 473 1/2 Elgin Rd (Street Address) Elgin (City) AZ (State) 85611 (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.	August 13	Saturday	1000	2359
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Phoenix, AZ 85007-2934
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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: Eric Glomski Contact Phone #: 9282022536
2. Business name: Arizona Stronghold Vineyards Liquor license #: 13133019 (Farm Winery or Craft Distillery)
3. Email: info@azstronghold.com
4. Mailing address: 4700 Old Hwy 179 (Street Address) Camp Verde (City) Az (State) 86322 (Zip Code)
5. Location of fair/festival: 3450 Highway 82 (Street address) Sonoita (City) AZ (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.	8/13/2016	Saturday	10:00 AM	11:59 PM
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Please attach an additional sheet if necessary

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

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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: Arizona Craft Distillers Guild

SECTION 2 Non-Profit/IRS Tax Exempt Number: 81-3201212

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

- [x] 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? [x] Yes [ ] No

Name of Business	License Number	Phone (include Area Code)
Arizona Hops and Vines	13123013	(888)569-1642

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.

- [x] 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) [x] Both

SECTION 7 Location of the Event: Arizona Hops and Vines

Address of Location:

Street	City	COUNTY	State	Zip
3450 HWY 82	Sonoita	Santa Cruz	AZ	85637

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? [x] 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: Ellam (Last) Garrison (First) Reeves (Middle) 11/21/1968 (Date of Birth)
2. Applicant's mailing address: 471 Elgin Rd (Street) Elgin (City) AZ (State) 85611 (Zip)
3. Applicant's home/cell phone: (52) 369-3421 Applicant's business phone: (52) 369-3421
4. Applicant's email address: gary@azcraftbev.com

Individuals requiring ADA accommodations call (602)542-9027

CHASE BANK
CCFJRL ☐

STOP PAYMENT REQUEST

Note: Stop Payment Fee will be charged

›day's Date	Branch Name and No.	Account No.	Exact Check Amount
7/13/16	Chase Bank	1541-7466	1,702.61

xact Check No./Range	Check Date	Payee
2-064336	5/18/16	O'Neil Printing, Inc.

(CUSTOMER READ BEFORE SIGNING BELOW)

E ARE ACCEPTING THIS STOP PAYMENT WITH THE UNDERSTANDING THAT ALL THE INFORMATION YOU HAVE PROVIDED US REGARDING THE CHECK IS ACCURATE. IF THE CHECK IS CASHED DDAY BY A BANK ONE ARIZONA TELLER, OR HAS ALREADY BEEN PAID AND NOT IN FILE, OR WAS GUARANTEED BY A BANK ONE CHECK GUARANTEE CARD, OR IF ANY OF THE INFORMATION OU HAVE PROVIDED US IS INCORRECT, WE DO NOT ACCEPT LIABILITY FOR FAILURE TO HONOR THIS **STOP PAYMENT.**

lease stop payment on the described check. Undersigned agrees: To hold bank harmless for the amount of the check and all loss, costs, and expense incurred on account bank refusing payment thereof. Not to hold bank liable for payment contrary to this request if done through inadvertence, accident or otherwise than through lack of good faith failure to exercise due care, or if by reason of payment other items drawn on the account are returned insufficient. Bank's liability for payment contrary to this order shall in o event exceed the amount of the check. This order not effective until received at the branch on which the check was drawn. This order will be disregarded six (6) months after ate for checks $10.01 to $999.99, one (1) year for checks $1,000.00 and over unless renewed in writing.

PLEASE REVIEW ALL CHECK INFORMATION FOR ACCURACY

Phone No.	(* I Have Read the Statement Above) Signature	Address
	Tax ID # 86 6000559	Conf # 4842 6803 772

SEND TO P-489

SEE REVERSE — COMPLETE APPLICABLE SECTIONS

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BOND FOR ISSUANCE FOR DUPLICATE WARRANT

Know all men these presents that the payee undersigned was issued warrant number 2-64336 on the Treasurer of Santa Cruz County in the amount of $ 1702.61, dated on or about 5-18-2016, 20____ and that said warrant has been irretrievably lost or destroyed, and that (she/he) and (her/his) surety undersigned are held and firmly bond unto Santa Cruz County in double the above amount, for he payment of which each binds himself, his successors and assigns, jointly and severally, firmly by these presents.

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

Signed, executed, and delivered at Phoenix AZ, this 29th day of June, 2016.

Payee: O'Neil Printing, Inc. X

Address: 366 N 2nd Ave
Phoenix AZ 85003

Surety: O'Neil Printing, Inc X

Address: 366 N 2nd Ave
Phoenix AZ 85003

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

On the 29th day of June, 20 16, before me the undersigned notary public, personally appeared the payee Jennifer Pinteriics, and the surety, Jennifer Pinteriics, each of whom acknowledged that (s)he executed the foregoing bond.

X
Notary Public

My Commission Expires:

May 12, 2018

TERRANCE WHITE
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
May 12, 2018

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SANTA CRUZ COUNTY
Public Works Department
Study Session: July 20, 2016

To: Board of Supervisors

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

Through: Jennifer St. John, County Manager

Date: July 13, 2016

Subject: Discussion regarding Solid Waste Operations and Finances

Recommendation: None

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 will not be possible to meet these obligations. Staff would like to recommend some possible solutions to this issue.

Financial Implications: None.

Proposed Motions: None

Attachments: