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, March 16th, 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 11th day of March, 2016.

Melinda Meek, Clerk
Board of Supervisors

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

Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

JOHN MAYNARD
District 3

AGENDA

March 16, 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
2. Update on status of State of Arizona Counties Communication Network (SACCNET) in Santa Cruz County (Req: Raul Mavis)

ACTION TAKEN

F. JAIL DISTRICT

1. Personnel, waive of hiring freeze and authorization to fill (4) vacant Detention Officer positions (Req: Sheriff) _____

G. ACTION ITEMS

1. Personnel, waive of hiring freeze and authorization to fill vacant Court Clerk position (Req: Juan Pablo Guzman) _____
2. Discussion/possible action to approve Intergovernmental Agreement with the Town of Patagonia to provide building plan review and inspections services (Req: Mary Dahl) _____
3. Discussion/possible action to approve Technical Assistance Agreement No. TAA16 011 between the Border Environment Cooperation Commission (BECC) and Santa Cruz County (Req: Ray Sayre) _____
4. Discussion/possible action to approve Intergovernmental Agreement No. PR16-073 between the Arizona State Parks Board and Santa Cruz County to operate the Tubac Presidio State Historic Park (Req: County Attorney) _____
5. Discussion/possible action to reappoint Dan Doyle to a four year term on the District 2 Board of Adjustment effective April 5, 2016 (Req: Chairman Molera) _____
6. Discussion/possible action to approve appointment of Precinct Committeemen for the Santa Cruz County Democratic Party (Req: Clerk) _____
7. Discussion/possible action: request recommendation of approval of Application for Liquor License for Flying Leap Vineyards, Elgin, AZ (Req: Clerk) _____
8. Discussion/possible action to appoint: (Req: County Manager) _____
   a. (3) Board Members to the Santa Cruz County Public Safety Personnel Retirement Board _____
   b. Chairperson to the Santa Cruz County Public Safety Personnel Retirement Board _____

9. Tax Valuation Adjustment: 105-20-147 – Martinez Miguel A, Resolution No. 34410 (Req: Assessor)
10. Demands
11. Approval of Minutes: 8/5/15

H. ADJOURNMENT

Posted: 3/11/16 at 8:15 a.m. by MM
Melinda Meek
Melinda Meek, Clerk of the Board

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

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CASH AND INVESTMENT REPORT

March 16, 2016

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	**100**	**GENERAL FUND**	**2,751,126**	**37,925**	**8,519,832**	**11,270,958**
225	101	J.P. #1 TIME PAYMENT FEES	46,160			46,160
245	102	J.P. #2 TIME PAYMENT FEES	(5,597)			(5,597)
262	103	J.C.E.F. COURT FEES	134,800			134,800
181	106	EXPED. CHILD SUPPORT & VISITATION	77,419			77,419
180	107	CLERK SUPERIOR COURT RETRIEVAL	74,559			74,559
182	108	SPOUSAL MAINTENANCE FUND	11,806			11,806
183	109	CHILD SUPPORT AUTOMATION FUND	1,853			1,853
125	110	PROSECUTION HIDTA (PIMA)	(33,906)			(33,906)
126	111	ATTORNEY'S DIVERSION PROGRAM	(1,834)			(1,834)
127	112	VICTIM RIGHTS NOTIFICATION	4,309			4,309
128	113	BAD CHECK COLLECTION	(1,779)			(1,779)
130	116	COST OF PROSECUTION	(131)		199	68
184	118	DOMESTIC REL. ED. MEDIATION FD	8,980			8,980
258	119	DOMESTIC REL. ED. CHILD ISSUES	(49)			(49)
185	122	NON IV-D CONVERSION FUND	707			707
259	125	FILL THE GAP (5%)	50,051			50,051
111	128	RETRIEVAL CONVERSION FUND	81,255		182,279	263,534
227	133	CIRCLES OF PEACE	467			467
203	134	LEPC GRANT	2,866			2,866
112	135	TAXPAYERS' INFORMATION FUND	53,390			53,390
205	139	DOMSTC PREP HAZRD MAT TRAINING	2			2
132	141	FILL THE GAP (ATTORNEY)	8,606			8,606
110	142	ASSESSOR'S RETRIEVAL	70,895			70,895
133	143	5% FTG ALLOC-C.A. 21.61%	37,564			37,564
206	144	EMERGENCY RESPONSE FUND	38			38
228	148	JUSTICE COURT #1 FARE FUND	5,605			5,605
151	151	FEDERAL PROGRAM INCOME-CA	(4,317)			(4,317)
154	154	ADHS OVERTIME 130435-01	0			0
615	155	CASE MANAGEMENT FUND	42,749			42,749
155	156	SLOT GRANT- COUNTY ATTORNEY	(31,912)			(31,912)
676	191	SCHOOL FOREST FEES FUND	17,398			17,398
677	192	EARLY LEARN-LEARNING TOGETHER	15,373			15,373
679	194	READING FIRST-TECH ASSISTANT	0			0
680	195	CAROL M WHITE - PHYSICAL ED GRANT	0			0
329	197	COMMISSARY FUND	80,618			80,618
117	198	SANTA CRUZ FAIR ASSOCIATION	0			0
257	203	LAW LIBRARY FUND	39,457			39,457
120	204	OLD COURTHOUSE FUND	(21,270)			(21,270)
105	**205**	**ROAD FUND**	**594,248**		**661,113**	**1,255,360**
625	206	WASTE TIRE GRANT (ADEQ)	107,596			107,596
600	207	ANIMAL CONTROL FUND	(93,812)			(93,812)
601	208	STERILIZATION ENFORCEMENT FUND	41,216			41,216
106	209	ADOT HOUSE BILL 2565	0.12			0.12
134	210	ANTI-RACKETEERING #2	(101,658)			(101,658)
135	211	A.C.J.C. PROSECUTION #20	(6,950)			(6,950)
136	212	RESTITUTION--VICTIM COMP	20,426			20,426
138	214	ATTY'S VICTIMS COMP. FUND	(21,323)			(21,323)
326	216	HIDTA 16	0			0
327	217	SHERIFF A.C.J.C. GRANT	(64,600)			(64,600)
139	219	ATTORNEY'S ENHANCEMENT FUND	19,694			19,694
282	221	JUVENILE PROBATION FEES	105,873		24,906	130,779
263	222	FARE PROGRAM FUND	467			467
280	223	FAMILY COUNSELING GRANT	10,665			10,665
308	224	ADULT PROBATION FEES	254,992		96,409	351,401
140	225	VICTIM ASSISTANCE GRANT	(2,329)			(2,329)
277	226	JCEF-STANDARD	0			0
302	227	JCEF-STATE AID ENHANCEMENT	0			0
281	228	JUVENILE DIVERSION FEES	87,213		3,758	90,971
311	229	JCEF-ADULT INTENSIVE PROBATION	0			0
275	230	PIC-ACT GRANT	(38,772)			(38,772)
300	231	COMMUNITY PUNISHMENT PROGRAM	19,806			19,806
274	232	JCEF-JUVENILE INTENSIVE PROB.	0			0
250	233	CASA PROGRAM FUND	(9,585)			(9,585)
273	234	JUVENILE INTENSIVE PROBATION	(18,896)			(18,896)
310	235	ADULT INTENSIVE PROBATION	(83,307)			(83,307)

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276	236	STANDARD PROBATION	10,508			10,508
301	237	STATE AID ENHANCEMENT GRANT	(59,030)			(59,030)
304	238	DRUG ENFORCEMENT GRANT	0			0
312	239	PROBATION/PAROLE SERVICES	5,377		48,031	53,408
330	240	JAIL ENHANCEMENT GRANT	275,435			275,435
331	242	GOHS GRANT (SHERIFF)	(1,305)			(1,305)
332	243	VICTIM BILL OF RIGHTS	10,098			10,098
333	247	CJEF BURGLARY PREVENTION	0			0
683	249	JUVENILE EDUCATION FUND	22,852			22,852
370	250	HEALTH SERVICE FUND	(132,485)			(132,485)
141	264	F.B.I. SEIZURE GRANT	0		974	974
255	267	TRAFFIC CASE PROCESSING FUND	188			188
337	268	DOJ BULLET PROOF VEST FUNDING	(6,788)			(6,788)
377	269	BIO-TERRORISM GRANT	(16,962)			(16,962)
338	270	AATA LAW ENFORCEMENT GRANT	625			625
685	272	TITLE II-A	6,050			6,050
339	273	DUI ENFORCEMENT GRANT	17,000			17,000
686	274	TITLE II-D	(19,471)			(19,471)
142	276	AZ AUTO THEFT AUTHORITY (ATTY)	10,087			10,087
143/342	277	PROGRAM INCOME C.A. & METRO	8,177			8,177
689	280	PART B IDEA BASIC	(6,709)			(6,709)
690	281	CHEMICAL ABUSE	0			0
346	286	ACJC/JAG UNDER 10K	1,476			1,476
344	287	ANTI METH INITIATIVE	64			64
379	288	T.B. GRANT	(2,000)			(2,000)
283	290	JUV PROB SVC EXTRA FEES > $40	19,850			19,850
307	291	ADULT PROB FEES INTRST COMP 30%	9,690			9,690
309	292	ADULT PROB SVC EXTRA FEES > $40	114,487			114,487
691	299	COUNTY JAIL EDUCATION	74,645			74,645
254	300	COMMUNITY ADVISORY BOARD	23			23
306	301	ADULT PROBATION DRUG TESTING	21,060			21,060
278	302	DIVERSION CONSEQUENCES	3,214			3,214
279	303	JUV PROB SVC FUND TREATMENT	(27,043)			(27,043)
303	304	DRUG TREATMENT & EDUCATION FUND	8,095			8,095
254	305	JUVENILE COMMUNITY ADVISORY BRD	-			-
305	306	VICTIMS RIGHTS PROBATION	13,882			13,882
251	307	MODEL COURT, CRT IMPROVEMENT	0			0
253	308	CASE PROCESSING IV-D	0			0
252	309	D.E.S. IV-D	4,551			4,551
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%	544,787			544,787
261	322	5% FTG ALLOC-IND DEF 20.53%	273,059			273,059
313	323	GLOBAL POSITIONING SYSTEM	(0.02)			(0)
800	332	EPA WETLANDS PROTECTION DEV	0			0
209	335	CITIZEN CORPS TRAIN #130405-01	0			0
650	**350**	**FLOOD CONTROL DISTRICT FUND**	**337,867**		**874,094**	**1,211,961**
950	351	FIRE DISTRICT SECONDARY FUND	20,823	(37,925)		20,823
352	352	BORDER SECURITY ENHANCEMENT	72			72
651	353	FLOOD CONTROL RESERVE FUND	422,986		61,657	484,643
354	354	ICE GRANT	(30,963)			(30,963)
355	355	OPERATION STONE GARDEN #999435	(6,905)			(6,905)
356	356	SLOT GRANT	(2,336)			(2,336)
357	357	TOHONO O'ODHAM (SO)	19,445			19,445
358	358	OPERATION STONE GARDEN #130433-01	(2,086)			(2,086)
359	359	OPERATION STONE GARDEN #140425	(149,666)			(149,666)
360	361	OPERATION STONE GARDEN #150417	(92)			(92)
725	365	PROFESSIONAL DEVELOPMENT GRANT	(52)			(52)
746	377	WIA RAPID RESPONSE	(38)			(38)
727/728	380	WIA YOUTH PROGRAM	(19,064)			(19,064)
729	381	WIA GENERAL	93			93
731	383	LAND MANAGEMENT-WIA	10,665			10,665
732	384	WIA/TANF SET A SIDE	(1,523)			(1,523)
733	385	DEPT OF EDUC. RECREATION GRANT	2,221			2,221
747	387	ADULT EDUCATION	(20,244)			(20,244)
739	393	WIA ADULT	(7,888)			(7,888)
740	394	WIA DISLOCATED WORKER	(18,785)			(18,785)
741	395	WIA ADMINISTRATION	(15,655)			(15,655)
743	397	WORK INCENTIVE GRANT	0			0
400	408	APRON RECONSTRUCTION	(11,897)			(11,897)

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490	415	CDBG PROJECTS	59,567		59,567
406	429	FY 2014 CDBG REGIONAL ACCOUNT	0		0
407	430	PHASE 1 - APRON DESIGN	(3,736)		(3,736)
451	431	RIO RICO RD IMPROVEMENT-CDBG	(105,748)		(105,748)
412	441	EVIRON ASSESSMENT-LAND ACQ	(3,794)		(3,794)
414	443	AIRPORT MASTER PLAN UPDATE	6,800		6,800
453	453	CDBG GORRION COURT	2,099		2,099
442	486	JAIL DIST CONSTRUCTION/BOND PROCEEDS	90,779	111,112	201,891
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336	51,090	53,427
121	488	BUILDING DEBT SERVICE	215,195	51,972	267,167
325	**489**	**JAIL DISTRICT**	**886,315**	**211,378**	**1,097,693**
502	502	TOHONO O'ODHAM (LANDFILL)	0.12		**0.12**
500	540	LANDFILL	(150,912)		(150,912)
501	541	LANDFILL RESERVE FUND	225,871	993,119	1,218,990
602	602	OFFICER SAFETY EQUIPMENT-AC	2,150		2,150
704	659	IDEA BASIC/SECURE CARE (Z-220)	1,736		1,736
701	663	1ST CENT COM. LEARNING (Z-300)	481		481
706	664	TAYLOR GRAZING FEES (Z-395)	2,093		2,093
707	665	STATE CHEMICAL ABUSE (Z-430)	30		30
951	667	INDIRECT COSTS (Z-570)	3,074		3,074
699	676	SPECIAL SVCS 15-365 (Z-931)	331,057		331,057
953	677	SCC CONSORTIUM DUES (Z-834)	2,254		2,254
711	687	IDEA BASIC ADULT SECURE CARE	1,717		1,717
712	688	JUVENILE DETENTION LEARN	6,695		6,695
118	689	HAVA BLOCK GRANT	15,175		15,175
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	5,519		5,519
716	716	TEAM ANONYMOUS	7,853		7,853
717	717	ADOLESCENT WELLNESS NETWORK	5,472		5,472
718	718	DISTRICT #99-INSURANCE FUND	10,174		10,174
719	719	YOUTH CAREER CONNECT GRANT	(53,532)		(53,532)
720	720	HEALTHY STUDENTS	(63,334)		(63,334)
750	750	ADULT EDUCATION - ELAA STATE	(26,840)		(26,840)
751	751	ADULT EDUCATION - ELAA FEDERAL	(57,457)		(57,457)
752	752	CAREER & COLLEGE READINESS	2		2
753	753	ADULT EDUCATION - ABE/ASE STATE	(10,334)		(10,334)
756	756	WIOA TABE 9-10	(18,932)		(18,932)
759	759	WIOA POSTSECONDARY BRIDGE	(3,121)		(3,121)
186	956	EMANCIPATION ADMIN COSTS	66		66
248	974	COURT ENHANCEMENT FEE-JP #2	29,515		29,515
247	975	$13 ASSESSMENT FUND-JP #2	6,447		6,447
231	976	COURT ENHANCEMENT FEE-JP #1	71,068		71,068
230	977	$13 ASSESSMENT FUND-JP #1	33,540		33,540
353	978	OFFICER SAFETY EQUIPMENT-SO	26,810		26,810
148	981	DOMESTIC VIOLENCE STOP GRANT	(58,434)		(58,434)
107	985	PALO PARADO RAILROAD IMPROV	0		0
149	986	VICTIM SERVICES DONATIONS	532		532
229	987	INCREASING EFFICIENCY	13,469		13,469
289	988	JUV DIVERSION SVC FEES-OVER	6,914		6,914
351	992	FEDERAL PROGRAM INCOME-MTF	6,169		6,169
386	993	MEDICAL RESERVE CORP	22,965		22,965
246	995	JP 2 FARE PROGRAM	1,053		1,053
208	997	CITIZEN CORPS TRAIN #150406-02	(1,818)		(1,818)
383	998	IMMUNIZATION PROGRAM	0		0
264	999	STATE-FILL THE GAP FUND	0		0
		TOTALS FOR ALL FUNDS	**7,600,438**	**11,891,943**	**$ 19,492,381**
		SUSPENSE FUND (AMT. UNAPPORT.)	**0**		

PROJECTED END OF THE MONTH BALANCE
FOR GENERAL FUND

GENERAL FUND NET CASH BALANCE		2,751,126	
PENDING - REVENUE			
AUTO LIEU		80,000	
SALES TAX		150,000	
COUNTY 1/2 CENT TAX		175,000	
APPORTIONMENT AMOUNT		0	
LOTTERY		0	
PENDING - EXPENDITURES			
MARCH 4, 2016 PAYROLL WARRANTS	(465,000)		
MARCH 16, 2016 EXPENSE WARRANTS	(303,037)		
MARCH 18, 2016 PAYROLL WARRANTS	(465,000)		
SPECIAL REVENUE DEFICIT		(1,659,008)	
STATE POOL INVESTMENT		8,519,832	
ESTIMATED E.O.M. BALANCE		**8,783,913**	
DIFFERENCE			**248,877**
CASH AT MARCH 2015		**8,535,036**	

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OFFICE OF THE SHERIFF
OF SANTA CRUZ COUNTY

TONY ESTRADA
SHERIFF

RUBEN F. FUENTES
CAPTAIN

Santa Cruz County

Department Staffing Request

Department Sheriff Date needed: March 16, 2016

The position requested is (check whichever applies)

X_ to fill a vacancy created by: Lluvia Garcia, Jorge Sihas, Brent Washer, Jesus Quijada
_____ a new position

Position Title Detention Officer - 4 Source of Funding: 325-39-40

Position is _____ Temporary Full Time _____ Temporary Part-Time

X_____ Permanent Full Time _____ Permanent Part-Time

Benefits (if grant Funded)? _____ Yes _____ No

Is new job description required? _____ Yes X____ No

Personnel Review

Salary Range 51 Entry Level Salary $30,630.00

Budgeted Position _____Yes _____ No

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

2170 N. Congress Drive Nogales, Arizona 85621 (520) 761-7869 / Fax (520) 375– 8118

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Santa Cruz County

Department Staffing Request

Department Clerk of the Superior Court Date needed March 16, 2016

The position requested is (check whichever applies)

X to fill a vacancy created by Termination

_____ a new position

Position Title Court Clerk Source of Funding General Fund

Position is _____ Temporary Full Time _____ Temporary Part-Time

X Permanent Full Time _____ Permanent Part-Time

Benefits (if grant Funded)? _____ Yes _____ No

Is new job description required? _____ Yes X No

Personnel Review

Salary Range 44 Entry Level Salary $25,766.00

Budgeted Position X Yes _____ No

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

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Santa Cruz County
Community Development Department

Airport - *Larry Tiffin*
Building – *Dan Menefee*
Central Permits – *Sylvia Jontow*

Mary Dahl, Director

TO: BOARD OF SUPERVISORS

FROM: Mary Dahl, Director

THROUGH: Jennifer St. John, County Manager

RE: Intergovernmental Agreement with Town of Patagonia for Building Plan Review and Code Enforcement Services – Agenda Item for Meeting of March 16, 2016

DATE: March 2, 2016

Subject: Discussion and possible action to approve Intergovernmental Agreement with the Town of Patagonia for building plan review and inspections services.

Background: It is once again time to renew our agreement with the Town of Patagonia to perform building review and inspection services. The Town Council has already agreed to the terms in the attached IGA. It is essentially the same as approved by the Board in year's past. The County Attorney's office has reviewed it and approved of its form and content.

Our relationship with Patagonia over the years of implementing this program has been solid and easy from an administrative standpoint. There is no reason to alter it.

Financial Implications: This program is designed to meet our expenses.

Recommended Motion: Mr. Chairman, I move to approve the IGA with the Town of Patagonia for building plan review and code enforcement services effective immediately.

Santa Cruz County
Gabilondo-Zehentner Centennial County Service Center
275 Rio Rico Drive
Rio Rico, AZ 85648
(520) 375-7930 (520) 375-7684 fax

INTERGOVERNMENTAL AGREEMENT

This Agreement made and entered into this 16th day of March, 2016, by and between he Town of Patagonia, a municipal corporation, hereinafter referred to as the "Town", and Santa Cruz County, a political subdivision of the State of Arizona, hereinafter referred to as the "County".

RECITALS:

A. A.R.S. §11-951, et seq., allows public agencies to contract for the joint exercise of their powers for certain specified purposes.

B. Town has adopted by ordinance the codes and appendices listed in Exhibit B to Chapter 7, Building, of the Code of the Town of Patagonia, Arizona, Revised 2006 attached hereto and made part hereof, hereinafter referred to as the "Codes".

C. The Town lacks the personnel and expertise to review and enforce the provisions of the Codes and desires County to assist Town in reviewing and enforcing the provisions of the Codes under the terms and conditions hereinafter set forth.

D. County is willing to assist Town in reviewing and enforcing the provisions of the Codes under the terms and conditions hereinafter set forth in order to promote the safety health and general welfare for the residents of Santa Cruz County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Town and County agrees as follows:

1. The term of this Agreement shall be for a twelve (12) month period commencing March 16, 2016 and terminating March 15, 2017. This Agreement, and all the terms therefore, shall automatically extend for no more than three additional one (1) year terms unless either party provides the other party written notice of non-renewal at least ninety (90) days prior to the annual expiration of the original term set forth above, or any one (1) year extension thereafter. Either party may terminate this Agreement prior to expiration of the term set forth above or any one (1) year extension thereafter, by giving the other party 90 days written notice of its intention to terminate this Agreement.

2. The purpose of this Agreement is to enable the County to help and assist the Town in enforcing the provisions of the Codes adopted by Town pursuant to Ordinance as the County has the necessary staff, personnel, and expertise to review and enforce the provisions of the Codes in a more efficient and economical manner than Town.

3. The Town will:

   A. Adopt updates to the Town's Codes as frequently as necessary to ensure that said Codes reflect as closely as possible those Codes adopted, administered and enforced by the County.

   B. Receive all applications for building permits using Building Permit Applications, which have been approved by the County Department of Community Development.

   C. Collect all building permit fees as provided for in Town Ordinances of Codes.

   D. Contact County Building Inspector upon receipt of Building Applications.

   E. The Town will be responsible for checking, verifying, approving and enforcing all set-back, height and density regulations provided for in the Town Code.

4. The County will:

   A. Review Building Permit Applications and review submitted building plans for Building Permits administered by the Town to assure compliance with the Codes, subject to the provisions of Sections 5 and 6 of this agreement.

   B. Perform all inspection services to assure compliance with the Codes by the applicant, subject to the provisions of Section 5 and 6 of this agreement.

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5. The Town agrees to pay the County the sum of $54.00 for each plan review and $54.00 for each inspection service, for average structures, provided by the County for the Town's administration of the Codes as set forth in this agreement. Complex structures that may require extensive plan review are to be billed in accordance with Santa Cruz County Ordinance No. 2009-06 Section 10 to wit: Fees for plan review. Said plan review fee shall be 36 percent for single family residential construction and 50 percent for commercial construction of the building permit fee. The County shall make the determination if a structure shall be billed as an average structure or a complex structure. For purposes of this section, the "building permit fee" shall be that charged by the Town at permit issuance.

6. The County reserves the right to decline plan review and/or inspection service if the County Determines that the complexity of the structure is beyond the County employee's expertise or if the demand for said services exceeds the number of qualified personnel available to perform the services in a timely, thorough and responsible manner.

7. In the event that it becomes necessary to take legal or other appropriate enforcement action to enforce the provisions of the Codes, it shall be the Town's responsibility to do so. The County agrees to cooperate with and assist the Town in such enforcement actions including providing technical assistance or inspector's cooperation as is necessary.

8. Each party shall be responsible for the acts of its own employees, agents and representatives and shall indemnify and hold the other party harmless therefrom.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement o the 2nd day of February, 2016

ATTEST:

David S. Teel, Town Manager

TOWN OF PATAGONIA

R. E. Isakson, Mayor

APPROVED as to form and within the power and authority granted under the laws of the State of Arizona:

Michael Massee, Town Attorney

ATTEST:

Melinda Meek, Clerk of the Board

APPROVED AS TO FORM:

Charlene Laplante, Chief Civil Deputy County Attorney

SANTA CRUZ COUNTY
BOARD OF SUPERVISORS

Rudy Molera, Chairman

John Maynard, Vice Chairman

Manuel Ruiz, Member

BUILDING

7 Exhibit B

The current editions of the following codes and appendices, enacted and published by the International Conference of Building Officials (ICBO), and the National Fire Protection Association (NFPA), .
are hereby adopted as the Town of Patagonia Building Safety Code*:

- International Building Code 2006 Edition
- International Building Code Standards 2006 Edition
- International Residential Code 2006
- International Mechanical Code 2006 Edition
- International Plumbing Code 2006 Edition
- International Fire Code 2006 Edition
- International Fuel and Gas Code 2006 Edition
- National Electric Code 2005 Edition
- Uniform Building Code 1997 Edition Appendix Chapter 33
- Uniform Code for the Abatement of Dangerous Building 1997 Edition
- International Code Council Electrical Code 2006 Administrative Provisions

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EMERGENCY MANAGEMENT
SANTA CRUZ COUNTY

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

To: Board of Supervisors

From: Raymond Sayre, Director of Emergency Management

Through: Jennifer St. John, County Manager

Date: 2/25/2016 for March 16, 2016 BOA Agenda

Subject: Border Environmental Cooperation Commission Grant (BECC)

Background:

Currently there is no organized method to share hazardous materials release information between the United States and Mexico. Current process consists of perhaps a phone call or e-mail from Mexico to a single County Emergency Manager, or communication with the Duty Officer at the Arizona State Division of Emergency Management and Military Affairs, or some report to EPA Region IX, or some other relationship based communications. At times, the first knowledge Santa Cruz County has of an event is a newspaper or television news story.

This EPA/ BECC funded test-project will facilitate data and information exchange by providing training on several software applications to plan for and respond to chemical emergencies. Via this grant, Santa Cruz County will provide support to first responders in the Northern Sonora and the Arizona Border region. Training will include the following:

• WebEOC (Web Based Emergency Operations Center) allows real time communications amongst responders at the scene with command personnel. This secure site web-based software will be accessible from both sides of the border during this test period. A limited number of persons will be licensed to use the website and will be issued a log-in and password for access.

• CAMEO (Computer-Aided Management of Emergency Operations) can be used to access, store, and evaluate information critical for developing emergency plans.
• ALOHA allows the user to estimate the downwind dispersion of a chemical cloud.

Overall the WebEOC portion of this project will be a proof of concept to improve the common operating picture (COP) for emergency management and emergency responders via pre-scheduled/ periodic use of this technology. The intent is to license each of the three communities of Agua Prieta, Nogales, and San Luis Colorado in Mexico along the border with WebEOC Core. Santa Cruz County as the project lead will also be licensed. The Emergency Managers from Yuma and Cochise Counties will share access to the Santa Cruz WebEOC Core so as to monitor and participate as needed. The flow of international communications is intended to flow from any of the WebEOC Core platforms in Mexico to the WebEOC Fusion Module maintained by AZDEMA then to the Santa Cruz County WebEOC platform, or in reverse. Overall, the plan is to greatly improve the COP since the US/ Mexico border counties will be able to cross-communicate, post maps, upload pictures, etc. Additionally, since the linkage between the platforms is via the AZDEMA Fusion Bridge, AZDEMA will have an improved COP.

Scope of the Project:

- Access to WebEOC Core for the Mexico jurisdictions of Agua Prieta, Nogales, and San Luis Colorado, as well as Santa Cruz County.
- Weekly tests of WebEOC coordinated and initiated by Santa Cruz County with the noted jurisdictions in Mexico to ensure proper lines of communication and skills development.
- Periodic simulations (e.g., HazMat spills) created through WebEOC to ensure readiness.
- Capstone simulation(s) documented in WebEOC as part of the International Integrated Emergency Management Course (IEMC) to be held at the National Emergency Training Center during August 2016. We are currently working with the NETC lead team on these simulations, but we believe they will involve a major wildland fire, a hazardous materials spill, and a flood scenario affecting each of these cross-border jurisdictions. These simulations will be similar to a TTX, but will have the WebEOC tool used to communicate and document actions.
- Overview training on CAMEO, ALOHA and MARPLOT for Northern Sonora & Southern Arizona 1st Responders (Bomberos, Police and Firefighters) trained in conjunction with at least one quarterly Task Force meeting(s) in San Luis, Agua Prieta, Puerto Penasco, or Nogales.
- Project troubleshooting and tech assistance with the WebEOC website via Intermedix who is the WebEOC developer and vendor.

Once this grant is approved by the Santa Cruz County Board of Supervisors, and a signed contract is in place, we anticipate the following will occur:

WebEOC

- Contract with WebEOC developers for "WebEOC Core" licenses for Mexico/ Arizona sister cities of Agua Prieta, Nogales, San Luis Colorado, and Santa Cruz County. (April 2016)
- Hire a grant-funded part-time employee to manage the day-to-day operations of the project. (March/ April 2016 or when grant is approved)
- Prepare grant- funded workspace and computer support for part-time employee. (February/ March 2016)
- Identify a core user team in the participating jurisdictions within Mexico and the US border Counties. (March/ April 2016) We believe the core group from Mexico will include: Civil Protection, Profepa, C4, and the Institute Technological. The core group from US will include: Emergency Managers from Cochise, Yuma and Santa Cruz Counties, as well as affiliated staff from these Counties and AZDEMA.
- Develop and implement webinars for initial training for the core user team. (April 2016)
- Provide for at least two follow-on workshops for skill building. (May 2016)
- Troubleshoot the cross-border communications via the AZDEMA Fusion add-on for WebEOC. (ongoing)
- Begin weekly test of WebEOC (May 2016)
- Simulation test #1 (June 2016) We anticipate this simulation will be at a low level to simply demonstrate mapping, picture loading, and general communications ability for a truck overturn incident or train derailment. However, the level of this simulation will be determined by the current functional ability of the core team at that time.
- Capstone simulations as part of the IEMC (August 2016)
- Simulation Test #2 (November 2016) We anticipate this simulation will be at a low level to simply demonstrate mapping, picture loading, and general communications ability for an area flooding or wildfire incident. However, the level of this simulation will be determined by the current functional ability of the core team at that time.
- Begin preparation of final report and submission of final report and improvement plan recommendations (November/ December 9, 2016 is the final submission date)

Recommendation:

The Director of Emergency Management recommends that this grant project be approved.

Financial Implications: A part-time employee, associated office supplies, and software licensing for WebEOC will be 100% funded under this BECC Grant from inception to the close of the Period- of- Performance which is December 31, 2016. There should be no financial impact to the County.

The grant-funded activities and personnel are:

Staff/Personnel Fees- Santa Cruz County Office of Emergency Management Part-time employee assigned to this project- $22.00/ hr. not to exceed $18,876.00.

Computer/ office workspace/ phone/ uniform/ office supplies: $1,124.00

WebEOC license for the project jurisdictions, webinar training/ seminar workshops to include travel: $30,000.

Total grant funding and project cost: $50,000.00

Proposed Motions: I move that the Border Environmental Cooperation Commission Grant as presented by Emergency Management be approved.

TECHNICAL ASSISTANCE AGREEMENT

THIS TECHNICAL ASSISTANCE AGREEMENT (Agreement) is made and entered into as of the day of _____, between the **Border Environment Cooperation Commission (BECC)** and **Santa Cruz County, (Sponsor).**

RECITALS

The **(BECC)** is an international organization created pursuant to the Agreement between the Government of the United States of America and the Government of the United Mexican States concerning the Establishment of a Border Environment Cooperation Commission and a North American Development Bank, signed November 16 and 18, 1993, and amended through Protocol of Amendment signed November 25 and 26, 2004.

The purpose of the **(BECC)** is to help preserve, protect and enhance the environment of the border region in order to advance the well-being of the people of the United States and Mexico. The border region is defined as the area in the United States that is within 100 kilometers of the international boundary between the United States and Mexico, and the area in Mexico that is within 300 kilometers of the international boundary between the United States and Mexico.

In carrying out its purpose, **(BECC)** is authorized to provide assistance for the development of environmental Projects in the border region.

The **(BECC)** has approved the technical assistance funding for the **(Sponsor)** in support of a Project entitled **"Hazardous Material (HAZMAT) Capacity Building in the Arizona-Sonora Border Region"** (the Project).

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, conditions, terms and commitments contained in this Agreement, the sufficiency of which is hereby acknowledged, the **(BECC)** and the **(Sponsor)** do mutually agree to the following:

ARTICLE 1 RECITALS

The Recitals set forth above are true and correct and incorporated herein by reference.

ARTICLE 2 FINANCIAL ASSISTANCE

The **(BECC)** will provide grant assistance funding (Funds) to the **(Sponsor)** in the amount of **$50,000.00** dollars. Such funds will be used to implement and develop the activities specified in the Work Plan attached hereto.

Management of the grant funds shall be in accordance with the following guidelines (selected option shall apply):

(X) A. Grant funds will be managed by the **(Sponsor)**, taking into consideration that most of the tasks will be performed by the **(Sponsor)** making use of its own in-house staff, in accordance to the "Sponsor's" operational requirements and any other governing regulatory procedures. Any contracting required by the **(Sponsor)** to support the development of the Project must be in strict compliance with bidding, purchasing, or procurement rules and procedures applicable to the **(Sponsor)**, provided at least that the general procurement guidelines contained in Article 4 of this Agreement are met. The **(Sponsor)** must submit to the **(BECC)** copies of any subcontracts or sub-grants formalized under this agreement.

If the **(Sponsor)** will match or share costs for implementation of the Project, all Sponsor-contributions, including cash and in-kind, shall be accepted provided such contributions meet the following requirements:

(a) Are verifiable from the sponsor's records;
(b) Are necessary and reasonable for proper and efficient accomplishment of the Project;
(c) Are not included as contributions under any other U.S. Federally assisted program.
(d) Are identified in the approved budget;
(e) Volunteer services furnished by professional and technical personnel, consultants, and other personnel may be counted as cost sharing or matching provided those services are necessary for the Project and their cost is consistent with that of similar work performed for the **(Sponsor)**.
(f) When an employer other than the **(Sponsor)** furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits that are reasonable, allowable and allocable, but exclusive of overhead costs), provided these services are in the same skill for which the employee is normally paid.
(g) Donated supplies may include such items as expendable equipment, office supplies, laboratory supplies or workshop and classroom supplies. Value assessed to donated supplies included in the cost sharing or matching shall be reasonable and shall not exceed the fair market value of the property at the time of the donation.

(___) B. Grant funds will be managed by the **(BECC)**, who will hire a consultant to develop the necessary tasks to complete the "Project." The corresponding contract will be drafted and administered by the **(BECC)** in accordance to the Work Plan developed for said purpose.

(___) C. Grant funds will be managed by both the **(Sponsor)** and the **(BECC)**; consequently, the parties must conform to the provisions established in items "A" and "B" of this Article. Funding will be distributed as described below:

ARTICLE 3 SCOPE OF SERVICES

A. The **(Sponsor)** agrees to expeditiously initiate and timely complete, in all respects, the Project as outlined in the Work Plan in **Exhibit "A"** attached hereto and incorporated herein.

B. The **(Sponsor)** agrees to make no change in the Work Plan, **Exhibit "A",** without first submitting a written request to **(BECC)** and obtaining **(BECC)** written approval of the required change, and if necessary an amended TA Agreement. Authorization from **(BECC)** must be in accordance with the authorized representatives noted in the Execution of this Agreement or as authorized by the **(BECC)**'s General Manager in writing. The **(Sponsor)** may not deviate from the approved Work Plan and budget without written approval from BECC.

ARTICLE 4 PROCUREMENT OF SERVICES

A. Procurement of any professional or non-professional services will be in accordance with the **(Sponsor)** or the **(BECC)'s** purchasing or procurement requirements, depending on who is managing the funds. All procurements shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. In procuring goods or services, the **(Sponsor)** shall avoid any practices that restrict competition.

B. In managing funds provided by **(BECC)**, the **(Sponsor)** shall maintain the highest standard of conduct, avoiding any situation which may be perceived as a potential conflict of interest. Refer to Article 21 for guidelines on standards of conduct.

C. The **(Sponsor)** shall verify in its Progress Reports that it has complied with all applicable regulations or governing procedures for procurement of services. **(BECC)** will verify that vendor selection is most advantageous taking into account price, quality and other appropriate factors including Project timeline and qualifications required. Costs shall be reasonable and necessary to perform the Project.

ARTICLE 5 SPONSOR OBLIGATIONS

Upon execution of this Technical Assistance Agreement, the **(Sponsor)** agrees:

A. To properly use the funds for performance of the tasks defined in the Work Plan, in accordance with the terms and conditions set forth in this agreement.

B. To provide in a timely manner to the **(BECC)** any authorized modifications or amendments to this agreement, consistent with the requirements set forth in Article 3B above.

C. To designate a Project Manager or staff representatives that will work with the **(BECC)** staff to perform the work described herein pursuant to Project described in **Exhibit "A"** attached hereto and incorporated herein.

D. To verify that the Project is on schedule and that the work is performed in compliance with the approved schedule. The **(Sponsor)** will provide the **(BECC)** a copy of the most updated schedule of performance (with Gantt Chart if available) within ten (10) working days after receiving the authorized duplicate original copy of this Technical Assistance Agreement between the **(BECC)** and the **(Sponsor)**. The schedule may be updated with **(BECC)** concurrence only and a copy of a revised schedule will be provided to the **(BECC)** immediately thereafter.

E. To provide all necessary information regarding the Project to the **(BECC)** staff when requested.

F. To being solely authorized, upon the BECC's concurrence, to issue change orders and modifications to any contract awarded as part of this Agreement. Any change orders and/or modifications authorized by any individual or party outside the **(Sponsor)** will not be compensated by **(BECC)** funds designated to this Project and approved under this Agreement. **(BECC)** concurrence to a change order or modification as referenced herein will be in writing authorized by the Executioner of this Agreement unless otherwise permitted by the BECC's General Manager.

G. To comply will all applicable federal (US or Mexico) and state regulations, policies, guidelines and requirements with respect to the acceptance and use of the funds for this Project.

H. To maintain adequate records of all expenditures where grant funds are used. In cases where equipment or supplies will be acquired, the **(Sponsor)** must comply with the requirements regarding equipment titling, use, maintenance and record-keeping, as set forth in General Requirements Clause No. 3 of this agreement.

I. To provide bi-monthly reports using the format provided as **Exhibit "B"** on status of the "project" performance and progress. The **(Sponsor)** will provide the bi-monthly reports and supporting documentation on the due date mentioned in the attached format.

Reports	Due Date

First bi-mothly Report (Mar – Apr)	May 2016
Second bi-monthly Report (May - Jun)	Jul 2016
Third bi-monthly Report (Jul - Aug)	Sep 2016
Fourth bi-monthly Report (Sep – Oct)	Nov 2016
Final Report–	Dec 2016

These reports should be submitted to:

- **Briselda Duarte at BECC bduarte@cocef.org**
- **Bill Jones at EPA jones.bill@epa.gov**

J. To mention in any publication it produces, that the **"Information regarding this (Project) is within the guidelines of the Border 2020 Program funded by the U.S. Environmental Protection Agency and administered by BECC."** Therefore all information to be released as public information shall be coordinated with BECC. Attached **Exhibit "C"**, will be used as a format for media information news releases.

K. The **(Sponsor)** may be required to present Project advances to at least two Border 2020 Program related events during Project completion, and when measurable results become more evident.

L. Project sponsors will be required to complete the Final Report **(Exhibit "D")** and Fact Sheet in **Exhibit "E"** that will provide a synopsis of the Border 2020 Project accomplishments and will also assist with the dissemination of Project information for general public viewing. The fact sheet is not intended to duplicate information included in the final report, but will provide a summation relative to the questions asked.

ARTICLE 6 PAYMENT OF FUNDS

A. For satisfactory completion of all services required to be performed under the terms of this Agreement, **(BECC)** shall reimburse the **(Sponsor)** for costs incurred, up to the limit set forth in Article 2 herein.

B. **(BECC)** may provide advance payments to the **(Sponsor)** upon approval of their agreement and upon submittal of a properly executed invoice for the advance payment requested. Advance payment will not exceed 15% of the total grant funds approved by BECC. For the BECC to approve advance payments, the **(Sponsor)** must provide justification for the total amount of the request. Advance payments may be approved as stated herein in order for the **(Sponsor)** to support the implementation of the services related to the Project. Funds will be paid when the **(BECC)** determines, at its sole discretion, that expenditures have been properly justified or documented.

C. Funds will be disbursed periodically by the **(BECC)** to the **(Sponsor)** as required and when in compliance with stipulated procedures.

D. All requests for payment shall be submitted on the appropriate forms as noted in **Exhibit "F"**.

E. Payment of invoices will be direct wired to the **(Sponsor)** Bank Account. The **(Sponsor)** shall provide Bank Information below:

Bank Name:	JP Morgan Chase Bank
Sponsor Name of Bank Account:	Liz Gutfar-Santa Cruz County Treasurer
Account Number:	09142669
ABA number or Routing number for ACH :	122100024
Bank Number:	520-792-5967
Bank Location (City and State):	Nogales, Arizona

F. A detailed report on Project expenditures and documentation verifying execution of funds shall also be provided with the invoices. (BECC) will verify execution of funds before making any payments.

G. Payment requests shall include a project progress report for verification of the percentage of work completed, see **Exhibit "G".** If the work is not in compliance with the approved performance schedule, the "Sponsor" shall provide an explanation for delays in performance. A detailed report on Project expenditures and documentation verifying execution of funds shall also be provided with the invoices. BECC will verify execution of funds before making any payments.

H. The "Sponsor" shall request payment of funds consistent with the deliverables and payment provisions provided in the Agreement.

I. The "Sponsor" shall invoice for work completed. At no time will the "Sponsor" exceed three (3) months without invoicing for task completed or without providing an explanation as to the reason for contract performance delays. If the contracted work is not in compliance with the approved performance schedule, the "Sponsor" must provide an explanation as to why performance is delayed.

J. Invoices are due and payable within 30 days of receipt of a properly submitted invoice and provided all applicable requirement of the (BECC) are met. The (BECC) shall pay (Sponsor) or any approved service providers for work performed under this Agreement according with Exhibit "A" attached hereto.

K. All invoices including the Final Payment will be paid by (BECC) upon submittal of a final invoice by the Sponsor with supporting documentation when justified.

ARTICLE 7 ALLOWABLE AND UNALLOWABLE COSTS

A. The Parties agree that eligible, allowable costs shall be limited to those costs which are necessary, reasonable and directly related to the efficient achievement of the objectives of this Agreement and the Project.

B. Allowable costs are exclusively those expenses that are incurred within the approved Work Plan and funded in the Project budget. BECC will verify that expenses made in accordance with the Work Plan are allowable. The Sponsor will provide detailed expense reports for the Project.

C. The **(Sponsor)** is restricted from using assistance funds for advocacy purposes. The **(Sponsor)** may not use assistance funds for: (1) Lobbying or influencing legislation before Congress; (2) Partisan or political advocacy purposes; and 3) An activity with an objective that could affect or influence the outcome of a regulatory or adjudicatory proceeding.

ARTICLE 8 AUTHORITY

A. The **(BECC)** and the **(Sponsor)** each represent and warrant that they possess full legal authority to enter into and fulfill all the terms of this Agreement.

ARTICLE 9 TERM OF AGREEMENT

A. This Agreement shall be valid for **9 months**, beginning on **March 9, 2016**. The work products defined in the Project Description must be completed and submitted no later than **December 9, 2016**, unless the Agreement is earlier terminated pursuant to Article 11 below.

B. The time for Project performance as addressed in the work plan will be completed within 9 months from start date. Upon Project starting or before Project start-up the "Sponsor" will provide an up-to-date project schedule in Gantt format.

ARTICLE 10 RECORDS

A. **Records Maintenance:** The **(Sponsor)** shall maintain and retain any books, records, documents and other evidence in its possession sufficient to reflect all Project costs incurred in the performance of the work under this Agreement in accordance with generally accepted accounting principles and practices in the country of origin. The **(Sponsor)** shall ensure that

any consultant(s) retained in connection with the Project shall maintain books, records, documents and other evidence pertinent to the Project or performance of work under this Agreement or the Consulting Agreement, in accordance with generally accepted accounting principles and practices in the country of origin.

B. **Access**: The **(BECC)**, or its representatives or agents acting at the direction of the **(BECC)**, shall have access to such books, records, documents and other evidence specified in Article 10(A) above for inspection, audit, and copying during normal business hours. The **(Sponsor)** will make available such information and provide proper facilities for such access and inspection.

C. **Duration**: Books, records, documents and other evidence maintained under Article 10(A) above shall be retained and made available for the duration of this Agreement and for three (3) years thereafter in accordance with accounting principles and practices. In addition, any records which relate to any controversy arising under this Agreement or relating to the Project, or to litigation or the settlement of claims arising under this Agreement or relating to the Project, shall be maintained and made available until three (3) years after the date of resolution of such matter.

ARTICLE 11 TERMINATION

A. A Party may terminate this Agreement by 30-day advance written notice (certified mail, return receipt requested) to the other Party.

B. **(BECC)** shall have the right to terminate this agreement if, at any time, **(BECC)** determines non-compliance with the terms and conditions of this agreement.

C. A Breach of Agreement resulting in Termination shall occur in the event the Sponsor:

1. Ceases to pursue completion of the **(BECC)** Work Plan for the Project diligently, expeditiously and in good faith; or
2. Fails to comply with the any of the terms and/or conditions stipulated in this agreement.

In terminating this Agreement because of breach by Sponsor, **(BECC)** may take any of the following actions:

1. Temporarily withhold payments pending correction of the deficiency by the **(Sponsor)**;
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity not in compliance;
3. Wholly or partly suspend or terminate the award;
4. Withhold further awards;

ARTICLE 12 **INDEPENDENCE**

The **(BECC)** and the **(Sponsor)**, and their officers, directors agents and employees, shall be considered independent and not under the control and direction of the other.

ARTICLE 13 **AMENDMENTS**

This Agreement may only be amended in writing by mutual consent of the parties hereto. The **(BECC)** reserves the right to issue a unilateral termination when it is in the best interest of **(BECC)**.

ARTICLE 14 **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties. Any oral representation or modification concerning this Agreement, including amendments, shall be of no force, except pursuant to Article 13.

ARTICLE 15 **DISPUTES**

If any dispute arises under this Agreement, the parties hereto shall consult with each other to reach resolution through consensus. Upon a decision by **(BECC)**, the **(Sponsor)** shall be entitled to an appeal process with the BECC's General Manager, who will issue a final decision in writing.

ARTICLE 16 **BINDING**

This Agreement shall bind the successors, assigns and legal representatives of the parties hereto.

ARTICLE 17 **ASSIGNMENT**

This Agreement may not be assigned to any person or entity by either party hereto without the written consent of the other party.

ARTICLE 18 **REPRESENTATION**

For the purposes of this Agreement, the representative and address for notice purposes for the **(BECC)** is **Mr. Javier Torres, Technical Assistance Manager for Administrative purposes, Blvd. Tomas Fernandez No. 8069, Fracc. Los Parques, Cd. Juarez, Chih. CP. 32470, Mexico, Ph: (877) 277-1703 ext. 4622 and Fax (915) 975-8280, jtorres@cocef.org**. The representative and address for notice purposes for the **(Sponsor)** is **Raymond Sayre, Santa Cruz County, 2150 N. Congress Suite 110, Nogales, AZ 85621, Ph: (520)375-8000. E-mail: rsayre@santacruzcountyaz.gov. The Project Manager for the Project shall be Raymond Sayre Santa Cruz County, 2150 N. Congress Suite 110, Nogales, AZ 85621, Ph: (520)375-8000. E-mail: rsayre@santacruzcountyaz.gov.**

ARTICLE 19 NOTICES AND COMMUNICATIONS

Notices and communications between the Parties shall be mailed (certified mail, return receipt requested) or delivered by hand to the addresses specified in Article 19 above, unless otherwise agreed to in writing by the parties hereto. Notices and communications shall be deemed given on the date the notice or communication is postmarked or, if delivered by hand, received at the place of business of the other.

ARTICLE 20 CODE OF CONDUCT

The **(Sponsor)** shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the entity selected for an award. The officers, employees, and agents of the **(Sponsor)** shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub agreements.

ARTICLE 21 MONITORING AND REPORTING REQUIREMENTS

(a) The **(Sponsor)** selected for grant funding is responsible for assisting the **(BECC)** in managing and monitoring each Project, program, subaward, function or activity supported by the award.

(b) The **(BECC)** shall require bi-monthly performance reports starting the quarter after the Grant funds are awarded. Bi-monthly performance reports shall be submitted only in electronic format, either by e-mail or CD. Bi-monthly or semi-annual reports shall be due 30 days after the reporting period. In accordance with EPA guidelines, annual reports may be required before the anniversary dates of multiple year awards in lieu of these requirements. The draft final performance reports are

due 30 calendar days after the expiration or termination of the award. The draft final report shall be received in both Word and PDF formats.

(c) If appropriate, a final technical or performance report shall not be required after completion of the Project.

(d) When required, performance reports shall generally contain, for each award, brief information on each of the following:

(1) A comparison of actual accomplishments with the goals and objectives established for the period, the findings of the investigator, or both. Whenever appropriate and the output of programs or Projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.
(2) Reasons why established goals were not met, if appropriate.
(3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(e) The **(Sponsor)** shall not be required to submit more than the original and two copies of performance reports.

(f) The **(Sponsor)** shall immediately notify **(BECC)** of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

(g) BECC shall make site visits at its discretion

GENERAL REQUIREMENTS

CLAUSE 1

The **(Sponsor)** will provide a specified budget and performance period in which to complete the approved activities. When required by the **(BECC)**, the Contract Officer, the Project Manager (PM), and the Project **(Sponsor)** (PS) will develop a performance schedule, if not included in the Work Plan, and a payment schedule. The performance schedule will ensure that all required tasks are incorporated into the milestones reviews. The payment schedule will complement the required activities to be accomplished. Depending on the complexity of the disbursement of **(BECC)** funds because of cost sharing or the matching of funds by other institutions a performance and payment schedule will be developed that assures effective controls and accountability for funds disbursed. On Projects where **(BECC)** funds are combined with other funds the schedule will need to adequately identify the sources of funding for specific tasks, in order to ensure that the BECC's funds are used solely for authorized purposes.

CLAUSE 2
The **(Sponsor)** may not use grant funds to sponsor a conference, meeting, or a training seminar held in a hotel or motel which does not meet applicable fire safety standards.

CLAUSE 3
A **(Sponsor)** that acquires equipment with the authorized Grant funds shall comply with the following requirements:

(a) The **(Sponsor)** shall not use equipment acquired with Grant funds to provide services to non-governmental entities or organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by BECC, for as long as the BECC retains an interest in the equipment.

(b) The **(Sponsor)** shall use the equipment in the Project or program for which it was acquired as long as needed, whether or not the Project or program continues to be supported by Grant funds and shall not encumber the property without approval of BECC. When no longer needed for the original Project or program, the **(Sponsor)** shall use the equipment in connection with its other activities.

(c) During the time that equipment is used on the Project or program for which it was acquired, the **(Sponsor)** shall make it available for use on other Projects or programs if such other use will not interfere with the work on the Project or program for which the equipment was originally acquired.

(d) When acquiring replacement equipment, the **(Sponsor)** may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment subject to the approval of BECC.

(e) Equipment records shall be maintained accurately and shall include the following information:

(i) A description of the equipment.
(ii) Manufacturer's serial number, model number, national stock number, or other identification number.
(iii) Source of the equipment, including the award number.
(iv) Whether title vests in the **(Sponsor)** or the BECC.
(v) Acquisition date (or date received, if the equipment was furnished by the BECC) and cost.
(vi) Location and condition of the equipment and the date the information was reported.
(vii) Unit acquisition cost.

(f) Ultimate disposition data shall be provided, including date of disposal and sales price or the method used to determine current fair market value where a **(Sponsor)** compensates **(BECC)** for its share.

(g) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. A copy of the control system (Inventory) must be submitted to **(BECC)**. Any loss, damage, or theft of equipment shall be investigated and fully documented; if the equipment was owned or purchased by the **(BECC)**, the **(Sponsor)** shall promptly notify **(BECC)**.

(h) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(i) Where the **(Sponsor)** is authorized or required to sell the equipment, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return.

CLAUSE 4

The **(Sponsor)** may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under a grant award by the **(BECC)**. **(BECC)** and EPA reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for **(BECC)** functions and purposes, and to authorize others to do so at their discretion.

(a) **(Sponsor)** is subject to applicable regulations in Mexico and/or the United States governing patents and inventions.

(b) The **(BECC)** and EPA have the right to:

(i) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
(ii) Authorize others to receive, reproduce, publish, or otherwise use such data for environmental or public health reasons as determined by **(BECC)**.

EXECUTION OF THIS AGREEMENT:

The signers assume and understand all terms and conditions of this Agreement, and further certify that they have received signed copies of this Agreement on the date below.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement, in duplicate originals in English, on the date set forth below.

BORDER ENVIRONMENT COOPERATION COMMISSION	SANTA CRUZ COUNTY (SPONSOR)
By: _____	By: _____
Name: Javier Torres	Name: Rudy Molera
Title: Technical Assistance Manager	Title: Chairman
DATE: _____	DATE: _____

EXHIBIT "A"
WORKPLAN

I. Title of Project

HazMat capacity building in the Arizona-Sonora border region through training & access to web-based tools.

II. Background/Identified Problem

Currently there is no organized method to share hazardous materials release information between the United States and Mexico. Current process consists of perhaps a phone call or e-mail to a single County Emergency Manager, or communication with the Duty Officer at the Arizona State Division of Emergency Management and Military Affairs, or some report to EPA Region IX, or some other relationship based communications. At times, the first knowledge the United States has of an event is a newspaper or television news story.

For example the following is an excerpt from the Border 2020 Communications Task Force Report from December 2014:

- *There does not seem to be any organized contact system for neighboring Cities or other jurisdictions. One participant told us they have the phone number of the railroad written on the bulletin board in their radio room. This contact is apparently a person and not an agency contact. In case of a major incident where they need additional resources, someone calls C4 via phone. This is done since the 611 number is not subject to cell phone pre-pay of minutes.*

In a two-year period there were train derailments in Naco, Mexico (8/6/2013 Sulfuric Acid); Nogales Sonora (9/21/13 automobiles); and near a mine South of Nogales, Sonora (8/25/14 Sulfuric Acid.) On another occasion Nogales Firefighters were called to a scene where radiation equipment was discarded into a public area rather than being properly disposed of (2/22/14.) In each of these situations there was no coordinated or tracked communication or protocol that was followed, thus there was no common operating picture (COP) that could be shared with all the interested parties.

On the 8/25/2014 Sulfuric Acid Spill, the Arizona Department of Environmental Quality had a desire to know the exact location of the spill and how much was spilled. Their concern was derived from watersheds in Mexico that would carry the hazardous substance into the waterways of the United States at Nogales, Arizona. Initially Mexico provided a railroad marker milepost location, but the plot of the spill was miles away from the true location. Frantic phone calls were made trying to determine the extent of the spill and the actual location, but reliable information was days in coming forward.

This project will facilitate data and information exchange by providing training on several software applications to plan for and respond to chemical emergencies. Activities will provide support to first responders in the Northern Sonora and Arizona Border 2020 region. Training will include the following:

• WebEOC (Web Based Emergency Operations Center) allows real time communications amongst responders at the scene with command personnel. This secure site web-based software will be accessible from both sides of the border during this test period. A limited number of persons will be licensed to use the website and will be issued a log-in and password for access.

• CAMEO (Computer-Aided Management of Emergency Operations) can be used to access, store, and evaluate information critical for developing emergency plans.

• ALOHA allows the user to estimate the downwind dispersion of a chemical cloud.

Overall the WebEOC portion of this project will be a proof of concept to improve the common operating picture (COP) for emergency management and emergency responders via pre-scheduled/ periodic use of this technology. The intent is to provide a <u>temporary</u> license to each of the three communities of Agua Prieta, Nogales, and San Luis Colorado in Mexico along the border with WebEOC Core. As a test project, the limited period of performance will be from the award of the grant to approximately December 9, 2016. Santa Cruz County as the project lead will also receive a temporary WebEOC license for the same time period. The Emergency Managers from Yuma and Cochise Counties will share access to the Santa Cruz WebEOC Core so as to monitor and participate as needed. The flow of

international communications is intended to flow from any of the WebEOC Core platforms in Mexico to the WebEOC Fusion Module maintained by AZDEMA then to the Santa Cruz County WebEOC platform, or in reverse. Overall, the plan is to greatly improve cross-border communication since the US/ Mexico border counties will be able more easily and completely cross-communicate, post maps, upload pictures, etc. This is especially important when dealing with hazardous material releases that may carry toxic, radiological, or groundwater contamination hazards.

Within WebEOC are a series of communication boards on which to post information such as general messages (Board 104), resources needed for the event (Board 103), resources already enroute (Board 103), situation status reports (Board Sit Rep), users currently on the system (Board Log-in/ Log-out), and advanced mapping to denote the location of the spill/ shelters/ command centers, etc. (Board Mapper.) When a massage is posted, the importance of the message is color-coded, and each message is time stamped to the second. All communications are archived and are available forever. This becomes important when litigation or event analysis takes place. The format of these Boards are the same as those currently in use by the National Emergency Management System (NIMS.) Something as simple as the correct spelling of the hazardous material that was released can have a significant impact on all levels of management for the overall emergency.

Additionally, since the linkage between the platforms is via the Arizona Division of Emergency Management and Military Affairs (AZDEMA) Fusion Bridge, not only will the individual participants will have an improved knowledge of all aspects of the emergency situation, but also Arizona State Emergency Management and other participants currently on the AZDEMA WebEOC website (Arizona Department of Transportation, Corrections, Arizona Department of Public Health, Arizona Department of Environmental Quality, etc.)

The AZDEMA Fusion Bridge is an existing add-on within the current AZDEMA WebEOC system. What the bridge does is to allow divergent WebEOC systems to cross-communicate. Users of the system can see each and every general message, resource need request, resources already at the emergency scene, the exact location of the emergency, the location of shelters and command centers, actual pictures or video from the scene, and who is managing the emergency and support services. Rather than making hundreds of phone calls or trying to create e-mail sharing, WebEOC becomes a "Platform based force multiplier" to share important information to all of those who need to know.

As a general example: WebEOC System A posts a picture in jpeg format and wishes to send the picture to WebEOC System B. WebEOC System B does not support jpeg format, so they are not able to view the picture. People running System B need to copy the picture from WebEOC, then download the jpeg drivers so they can see the picture- valuable time is lost.

What the Fusion Bridge does is to take the System A jpeg picture and "fuse" or modify it into a format that System B can use.

The project will be implemented in collaboration with the Border 2020 Arizona-Sonora Emergency Prevention, Preparedness and Response Task Force. The Task Force has a track record of providing First Responder Awareness, First Responder Operations, HazMat Technician, Incident Command System, Traffic Incident Management and other training on a quarterly basis in conjunction with Task Force meetings in Agua Prieta, Nogales and San Luis Colorado.

III. Objectives

- Access to WebEOC Core for the Mexico jurisdictions of Agua Prieta, Nogales, and San Luis Colorado, as well as Santa Cruz County. Bi-National emergency management and emergency responders will have access to the system during the testing period. We anticipate Mexico will have Protection Civil, C4, Fire Departments,

Law Enforcement, and the Institute Technological on the system. On the US side, Santa Cruz County will coordinate the project, but Cochise County, Yuma County, and the AZDEMA will be on the test as well.

- Weekly tests of WebEOC coordinated and initiated by Santa Cruz County with the noted jurisdictions in Mexico to ensure proper lines of communication and skills development.
- Periodic simulations (e.g., HazMat spills) created through WebEOC to ensure readiness.
- Capstone simulation(s) documented in WebEOC as part of the International Integrated Emergency Management Course (IEMC) to be held at the National Emergency Training Center (NETC) during August 2016. We are currently working with the NETC lead team on these simulations, but we believe they will involve a major wildland fire, a hazardous materials spill, and a flood scenario affecting each of these cross-border jurisdictions. These Table Top Exercises (TTX) will utilize WebEOC as a cross-border communication platform, and as a method to document all operational aspects of the TTX.
- Overview training on CAMEO, ALOHA and MARPLOT for Northern Sonora & Southern Arizona 1st Responders (Bomberos, Police and Firefighters) trained in conjunction with at least one quarterly Task Force meeting(s) in San Luis, Agua Prieta, Puerto Penasco, or Nogales.
- Project troubleshooting and tech assistance with the WebEOC website via Intermedix who is the WebEOC developer and vendor.

This effort meets the objectives of Goal 4- Enhance Joint Preparedness for Environmental Response, and Region IX's Emergency Preparedness and Response Task Force, of the Border 2020 Program.

The Santa Cruz County Office of Emergency Management has already provided training to Mexico to include Incident Command, advanced hazard prediction modeling such as Simtable, and Wireless Information System for Emergency Responders (WISER.) Additionally our office is coordinating the WebEOC portion of the project with the developers of the program. We anticipate hiring a bi-lingual part-time employee to implement the weekly testing, project documentation, and program reporting. The overall strategy and scope for simulations will come from the project team that will include:

- The Director of Emergency Management
- The Emergency Management Planner
- The Emergency Management Specialist, and
- The Emergency Management part-time employee assigned to this project

IV. Tasks/Activities of Work Plan

Once this grant is approved by the Santa Cruz County Board of Supervisors, and a signed contract is in place, we anticipate the following will occur:

<u>WebEOC</u>

- Contract with WebEOC developers for "WebEOC Core" licenses for Mexico/ Arizona sister cities of Agua Prieta, Nogales, San Luis Colorado, and Santa Cruz County. (April 2016)
- Hire the part-time employee to manage the day-to-day operations of the project. (March/ April 2016 or when grant is approved)
- Prepare workspace and computer support for part-time employee. (February/ March 2016)
- Identify a core user team in the participating jurisdictions within Mexico and the US border Counties. (March/ April 2016) We believe the core group from Mexico will include: Civil Protection, Profepa, C4, and the Institute Technological. The core group from US will include: Emergency Managers from Cochise, Yuma and Santa Cruz Counties, as well as affiliated staff from these Counties and AZDEMA.
- Develop and implement webinars for initial training for the core user team. (April 2016)
- Provide for at least two follow-on workshops for skill building. (May 2016)
- Troubleshoot the cross-border communications via the AZDEMA Fusion add-on for WebEOC. (ongoing)
- Begin weekly test of WebEOC (May 2016)

- Simulation test #1 (June 2016) We anticipate this simulation will be at a low level to simply demonstrate mapping, picture loading, and general communications ability for a truck overturn incident or train derailment. However, the level of this simulation will be determined by the current functional ability of the core team at that time. Each week we will be exercising general message boards, sign-in/sign-out rosters and the like. Once competence is achieved with these general boards, we will begin to exercise more complex boards such as Mapper to be accessed during the upcoming Simulation Tests.
- Capstone simulations as part of the IEMC (August 2016)
- Simulation Test #2 (November 2016) We anticipate this simulation will be at a low level to simply demonstrate mapping, picture loading, and general communications ability for an area flooding or wildfire incident. However, the level of this simulation will be determined by the current functional ability of the core team at that time.
- Begin preparation of final report and submission of final report and improvement plan recommendations (November/ December 9, 2016 is the final submission date)

CAMEO/ALOHA/ MARPLOT

- CAMEO/ ALOHA/ MARPLOT overview training. (Training will be done at one or more of the quarterly Border 2020 Task Force meeting as a pre-conference workshop)

V. Measurable Results (outputs and outcomes)

Outputs-

1. At least one (1) workshop overviewing the use of CAMEO/ ALOAH/ MARPLOT will have been presented as a part of the Border 2020 Task Force quarterly format.
2. WebEOC licenses will be in place for the user jurisdictions during the period of performance.
3. Webinars on the use of WebEOC Core will have been offered by the developer for the core user group.
4. At least 50% of the weekly WebEOC Core tests have been performed.
5. At least 2 of the 3 simulation tests have been performed.
6. A final report on the project was submitted with improvement recommendations.

Outcomes-

1. Following the end of the project, the core users will have an improved capability to cross-communicate and develop a more robust common operating picture. (COP)

VI. Grant Schedule

Once this grant is approved by the Santa Cruz County Board of Supervisors, and a signed contract is in place, we anticipate the following will occur:

WebEOC

- Contract with WebEOC developers for "WebEOC Core" licenses for Mexico/ Arizona sister cities of Agua Prieta, Nogales, San Luis Colorado, and Santa Cruz County. (April 2016)
- Hire the part-time employee to manage the day-to-day operations of the project. (March/ April 2016 or when grant is approved)
- Prepare workspace and computer support for part-time employee. (February /March 2016)
- Identify a core user team in the participating jurisdictions within Mexico and the US border Counties. The next scheduled 2020 Task force meeting is slated for April 7, 2016 in San Luis Colorado. We have requested a pre-conference workshop to brief the user group on the overall project at that time. (April 2016)
- Develop and implement webinars for initial training for the core user team. (April 2016)
- Provide for at least two follow-on workshops for skill building. (May 2016)
- Troubleshoot the cross-border communications via the AZDEMA Fusion add-on for WebEOC. (ongoing)
- Begin weekly test of WebEOC (May 2016)
- Simulation test #1 (June 2016)

- Capstone simulations as part of the IEMC (August 2016)
- Simulation Test #2 (November 2016)
- Begin preparation of final report and submission of final report and improvement plan recommendations. The Border 2020 Task Force is currently working a re-write of the Bi-National Plan, but has not yet scheduled work sessions to perform the re-write. We believe, as a test project to improve cross-border communications, the recommendations of this test may have a significant impact on the re-write of the Bi-National Plan. If successful outcomes are achieved, the Border 2020 Task Force may want to look for more sustained funding for WebEOC for Mexico as Arizona already has existing capability. If there are failures or areas of needed improvement, the same Task Force may opt for another test, or consider enhancing existing communication protocols within the Plan. (November/ December 9, 2016 is the final submission date)

CAMEO/ALOAH/ MARPLOT

- CAMEO/ ALOAH/ MARPLOT overview training. (Training will be done at one or more of the quarterly Border 2020 Task Force meeting as a pre-conference workshop)

VII. Quality Assurance/Quality Control (QA/QC) as applicable

Internal QA/ QC will be performed by the project team that will include:

- The Director of Emergency Management
- The Emergency Management Planner
- The Emergency Management Specialist, and
- The Emergency Management part-time employee assigned to this project

External QA/ QC will be derived from the co-chairs of the Border 2020 Task Force

VIII. Staff and Sub-consultant Capabilities

The Santa Cruz County Office of Emergency Management has already provided training to Mexico to include Incident Command, advanced hazard prediction modeling such as Simtable, and Wireless Information System for Emergency Responders (WISER.)

The current Director of Emergency Management regularly participates in the Border 2020 Task Force. The current Emergency Management Specialist is affiliated with the 5th Phase Group and she is already working on translating ICS 100, 200 and 700 into Spanish. The current Emergency Planner has coordinated several training sessions with emergency responders from the US and Mexico and often attends the Border 2020 task force meetings. The part-time employee has been interviewed and is completing ICS 100, 200, 700 and 800 training. This employee has a pre-scheduled orientation session on how to use the existing WebEOC program in use by Arizona.

IX. Cost Breakdown Budget

Staff/Personnel Fees: Santa Cruz County Office of Emergency Management Part-time employee assigned to this project- $22.00/ hr. not to exceed $18,876.00.

Computer/ office workspace/ phone/ uniform/ office supplies: $1,124.00

WebEOC license for the project jurisdictions, webinar training/ seminar workshops to include travel: $30,000.

Total project cost: $50,000.00

X. Reporting Schedule to BECC/EPA

Due to the short duration of this project, bi-monthly progress reports will be generated within 25 days of the close of each of the bi-monthly period. The final report will be submitted by December 9, 2016 as the grant period of performance ends on is December 31, 2016.

Each report will have, at minimum, the following areas of content:

- A comparison of actual accomplishments as compared to the objectives established for the period
- Outputs and outcomes where possible
- The reasons for slippage if established objectives were not met
- Additional pertinent information

EXHIBIT "B"
BORDER 2020 PROJECT
BI-MONTHLY REPORT

INTRODUCTION

The following is a format for the bi-monthly reports that each Sub-grantee has to provide to the Border Environment Cooperation Commission (BECC) to show the implementation and advancement of a project. For a complete update on the status of each project, please provide the appropriate information and documents needed for each of the items below:

SUB-GRANTEE/CONTRACTOR NAME:

_____

I. Title of Project:

_____

II. Starting date _____ Total Project Duration (months) _____

III. Period reported _____ Percentage of total project _____

IV. Scheduled activities for this period. If the Project is delayed, provided an expected completion date:

V. Progress report, explaining work performed during the reported period, including, (depending on the project) the following:

- monitoring data,
- maps, photographs,
- agendas, minutes,
- manuals translated, other documents produced,
- if courses are offered as part of project, course materials, list of participants, dates of course realization,
- If construction is involved, photos and progress report indicating part of works built during reported period
- photos should have dates and description of what is being depicted
- study progress, calculations, drawings, etc

The progress report should provide a comparison of actual accomplishments with anticipated outputs/outcomes specified in the work plan, and anticipated next quarter activities and show past, current and planned activities as well as dates.

VI. Additional comments (incidents, problems encountered, any other project relevant issue)

VII. Proposed tasks for next reporting period:

VIII. Reporting Schedule to BECC/EPA: Progress reports should be submitted quarterly or in shorter periods, depending upon the total duration of the project. Final report should be presented 2 weeks after Project termination. A total of three (3) hardcopies along with a CD with all electronic files will be required to be reviewed by BECC and EPA.

EXHIBIT "C"

INFORMATION TO BE PUBLISHED

(Refer to Article 5, paragraph J)

The following information can be used to complement any publication related to this project: EPA's Partnership with the Border Environment Cooperation Commission (BECC) in the Border 2012 / 2020 Program, has resulted in the disbursement of over $11.4 million in technical assistance for the implementation of more than 269 environmental projects along the US-Mexico border. The funded projects address binational community needs and environmental benefits for a combined population of approximately 22.91 million in EPAs Regions 9 and 6. The funded projects will accelerate environmental results in an area with a combined population of almost 21.17 million people. The projects are focused on addressing community needs along the both sides of the border.

The Border Environment Cooperation Commission works to preserve, protect and enhance human health and the environment of the U.S. - Mexico border region, by strengthening cooperation among interested parties and supporting sustainable projects through a transparent binational process.

Any media or public communications by the Project Sponsor related the funded project will incorporate the following wording:

Although the tasks and activities set forth in this Technical Assistance Agreement have been funded in whole or in part by the U.S. EPA and the BECC, such tasks/activities do not necessarily reflect the policies, actions, or positions of the U.S. EPA and the BECC.

I. The following logos can be used in any publication related to this project only with prior permission from the BECC Contract Officer:

EXHIBIT "D"

BORDER 2020 PROJECT

FINAL REPORT

I. SUB-GRANTEE/CONTRACTOR NAME:

II. Title of Project:

III. Starting date:

IV. Total Project Duration:

V. Date of Final Report:

TABLE OF CONTENTS

1. Introduction/Background/Identified Problem: describe the project's location main features, as well as the identified problem. Explain the former or existing efforts to solve the problem.

2. Objectives: Describe the project's approach to solve identified problem/environmental condition

3. Methods or work description: if S&A tasks were involved indicate the corresponding reference, describe methodologies only if a standard method was not used for the project or project. Detailed methodologies can be included as appendixes

4. Results: show brief description of main results through graphic means and graphs (detailed tables, graphs, calculations, photographic report can be added as appendixes to the main document)

5. Discussion: discuss results and define if project's goals and objectives were accomplished

6. Recommendations: define action items to implement as a result of project's outcomes, as well as follow up projects if needed

References
Appendixes

EXHIBIT "E"

FACT SHEET EXAMPLE

PROJECT FACT SHEET			
Project Name:		**Completion date:**	

Project Location:		**Project ID:**	
Goal XX:		**Technical Rep:**	
Contact Person	**(name, organization, email, phone):**	**EPA:**	
		BECC:	

Pre-Project Conditions	**Picture of Geographical area covered with this project**	
Project Objective		
Project Scope	**Project Cost**	
	B2020 awarded amount	
	Total project cost	
	Project Length:	
	Benefited population:	

The Results	
Outcomes	**Outputs**
Significant project contributions	

SPACE FOR MORE SIGNIFICANT PICTURES

EXHIBIT "F"
INVOICES

Technical Assistance Agreement: TAA16-011
PID: 20299
B2020 R9 1.5

Border Environment Cooperation Commission
P.O.Box 221648
El Paso, TX 79913

Attention: Marielena Constandse

SANTA CRUZ COUNTY
2150 N. Congress, Suite 110
Nogales, AZ 85621
Attn: Raymond O. Sayre
Invoice No: _____
Date: _____
TAA No: TAA16-011
PID: 20299

Project: Hazardous Material (HAZMAT) Capacity Building in the Arizona-Sonora Border Region

For Professional Services Rendered for the Period: _____ **to** _____ **2016**

Task	Description	Contract Amount/Unit Cost	Percentage Complete [or milestones]	Quantity Completed To Date	Less Previous Billings	Amount Due This Invoice
1	Staff/Personnel Fees	$18,876.00				$ -
2	Computer/office workspace/phone/uniform /office supplies	$1,124.00				
3	WebEOC license/workshops including travel	$30,000.00				
	Total :	$50,000.00		$ -	$ -	$ -
	Total amount this invoice					$ -

Bank Information:

Bank Name:

Account Number:

ABA Number or Routing Number for ACH:

EXHIBIT "G"
PROGRESS REPORT

Technical Assistance Agreement: TAA16-011
PID: 20299
B2020 R9 1.5

Status Report No.:

Sponsor	**SANTA CRUZ COUNTY**
TAA Number:	TAA16-011
TAA Amount:	$50,000.00
Name of the Project	**Hazardous Material (HAZMAT) Capacity Building in the Arizona-Sonora Border Region**
Project ID No.:	20299
Date of Report:	
Period Covered:	

Percentage Complete This Period*: ____% Total Project Percentage Completed*: ____ %

Invoice Amount This Period: $ _____ Total Project Amount Invoiced: $ _____

**Based on TAA Amount*

Status of Project and/ or Work Performed this Period:

Task 1:

Task 2:

Task 3:

Task 4:

Etc.

Deliverables Submittal Status:

The current schedule for the submittal of deliverables is as follows:

Activity	Due date	Submittal Date
[Submittal 1]		
[Submittal 2]		
[Final Report]		

Issues (Cost, Schedule and Technical):

Review and Approval (Printed Name): _____

Signature: _____ **Date:** _____

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OFFICE OF THE SANTA CRUZ COUNTY ATTORNEY

GEORGE E. SILVA
County Attorney

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

MEMORANDUM

Date: March 16, 2016
To: Santa Cruz County Board of Supervisors
From: George Silva, Santa Cruz County Attorney

Subject: IGA between Arizona State Parks Board and Santa Cruz County to operate the Tubac Presidio State Historic Park.

Recommendation: Approve IGA between Arizona State Parks Board and Santa Cruz County to operate the Tubac Presidio State Historic Park.

Background: We entered into the last agreement with the ASPB to operate the Tubac Presidio in 2013. That agreement expires at the end of this month. The County currently has a professional services agreement with the Friends of the Tubac Presidio and Museum who oversee the day to day operations of the park as well as providing the finances to support those operations. The Friends have agreed to continue operation of the Park for the term of this proposed IGA.

We are currently in negotiations regarding a couple of the operational details of the agreement. However, since this is the last board meeting before the IGA expires we wanted to request that the board approve and sign the IGA subject to final approval of all terms by the Chief Civil Deputy and the Arizona State Parks Board.

Financial Implications: The cost to the County is minimal as the Friends pay the bulk of the costs associated with operation of the park. The County agrees in the agreement to pay up to $15,000 per year for the park but over the term of the current agreement has not had to make such expenditures due to the support of the Friends of the Tubac Presidio and Museum.

Back to Agenda

Proposed Motion: "Mr. Chairman, I move to approve the IGA between the Arizona State Parks Board and Santa Cruz County subject to approval by the Chief Civil Deputy and Arizona State Parks Board or final terms."

Arizona State Parks	**INTERGOVERNMENTAL AGREEMENT** Between **Arizona State Parks Board** and **Santa Cruz County**	ASPB Ref No. PR16-073 COUNTY Ref No. RE: TPSHP Agreement Page 1 of 29 — Issued: March, 2, 2016

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is made between SANTA CRUZ COUNTY (the "COUNTY"), a political subdivision of the State of Arizona, and the ARIZONA STATE PARKS BOARD (the "BOARD" or "ASPB"), an agency of the State of Arizona. Individually either of these entities may be referred to as "PARTY" and collectively they may be referred to as "PARTIES."

I. AUTHORITIES

A. BOARD:

1. General:

a. A.R.S. § 11-952, authorizes the PARTIES to enter into Intergovernmental Agreements.

2. Specific:

a. BOARD:

i. A.R.S. § 41-511.03 authorizes the BOARD to select, acquire, preserve, establish and maintain areas of historical interest for the education, pleasure, recreation, and health of the people.

ii. A.R.S. § 41-511.04 (A) (2) authorizes the BOARD to manage, develop and operate state parks.

iii. A.R.S. § 41-511.04 (A) (6) authorizes the BOARD to enter into agreements with other local governments to protect state parks.

iv. A.R.S. § 41-511.05 (2) authorizes the BOARD to enter into Agreements to perform its duties.

v. A.R.S. § 41-511.10 authorizes the BOARD to reject any donations, gifts or properties it finds unsuitable.

B. COUNTY:

1. General:

a. A.R.S. §§ 11-931 through -933 authorizes the COUNTY to establish public parks and to enter into cooperative agreements to maintain and administer public parks.

II. RECITALS:

A. **WHEREAS,** Tubac Presidio State Historic Park (PARK), is owned and operated by the BOARD, and,

B. **WHEREAS,** the BOARD is the owner of, and has the authority to manage the PARK, to acquire, manage, and plan state historic sites, and to contract with governmental entities to accomplish these purposes; and

C. **WHEREAS,** the COUNTY has the statutory authority to establish and maintain public parks; and on March 16, 2016 the Board of Supervisors ~~authorized the County Manager~~ under Agenda Item G(4) ~~to~~ executes an agreement with the BOARD to operate the PARK; and

D. **WHEREAS,** it is understood and agreed by the PARTIES that the COUNTY will be expending money from time to time for the purpose of making appropriate and necessary repairs and improvements to the PARK; and

E. **WHEREAS,** the COUNTY and the BOARD recognize the importance of keeping the PARK open to the public; and

F. **WHEREAS,** the COUNTY is willing and able to cooperatively maintain and operate the PARK for a period of time; and

G. **WHEREAS,** the BOARD is willing to contribute its expertise, property and exhibits to this cooperative agreement; and

H. **WHEREAS,** both PARTIES agree that responsibility for maintenance and operational expenses may be resumed by the BOARD at a future date;

NOW, THEREFORE, the PARTIES agree as follows:

III. PURPOSE

The BOARD enters into this IGA with the COUNTY to cooperatively maintain and operate the PARK. The PARK is located at One Burruel Street, Tubac, Arizona 85646, as shown in Exhibit 1 attachment and made part of this IGA by reference. At such time the BOARD resumes operation of the PARK, the BOARD and COUNTY will work together to develop a plan of operation for the PARK that may include continued financial support from the COUNTY for the operation of the PARK.

IV. RESPONSIBILITIES

A. <u>BOARD shall:</u>

1. **FUNDING**. Provided funds are available for miscellaneous small maintenance/construction improvement projects agreed upon by the PARTIES to this IGA, the BOARD will provide up to $45,000 for said projects during the term of this IGA.

2. **VISITS and INSPECTIONS.** ASPB Staff will periodically visit, inspect, and monitor all or any portions of the PARK to ensure compliance with the terms and conditions of this IGA. BOARD staff may interview COUNTY personnel and volunteers, take photographs, examine documents, take notes and record data during these site inspections. The BOARD will provide a written report of its findings to the COUNTY within a reasonable time after the visit. If deficiencies are found, the BOARD may require corrective actions be implemented by the COUNTY or may take corrective action as permitted by this IGA.

3 **MANAGEMENT OVERSIGHT.** The BOARD agrees that it will maintain management oversight over the PARK to ensure that the feel of the PARK remains consistent with and comparable to other BOARD facilities.

B. COUNTY shall

1. **PARK IDENTITY**. The PARK name shall remain as *Tubac Presidio State Historic Park* and shall be referred to as such in all literature and signage. With written permission from the BOARD, the COUNTY may add verbiage to the name such as "Operated cooperatively by the COUNTY" or other such descriptive variant.

2. **PARK CONTACT INFORMATION.** The COUNTY shall keep and maintain all current contact information for the PARK, i.e. telephone numbers, addresses, P.O. boxes, etc. This will avoid misinformation and confusion that could result from changing this information.

3. **COMPLIANCE WITH LAW.** The COUNTY shall make those efforts necessary to ensure that the PARK is not used for any unlawful purpose, and ensure that it does not cause, maintain or permit any nuisance in, on or about the PARK.

4. **MAINTENANCE.**

   a. The COUNTY agrees it will take responsibility to maintain the PARK and keep it in good repair. The COUNTY's monetary contributions for maintenance are not to exceed $15,000 per fiscal year for the term of the agreement. Maintenance means, "those activities necessary to keep a facility in good working order and professional in appearance," and the COUNTY agrees that it will keep the PARK in at least as good a condition as other COUNTY-maintained facilities.

   b. In the event of an emergency or natural disaster at the PARK, the COUNTY shall immediately contact the BOARD's Executive Director to obtain authorization to protect and stabilize the affected portions of the PARK until the extent of the emergency can be assessed and repairs commence. In time-critical situations, that contact may be made either telephonically or electronically, and followed-up with a written report. Emergency construction repairs to the PARK shall be the responsibility of the BOARD. The BOARD will proceed with needed repairs as soon as practicable.

5. **UTILITIES.** The COUNTY agrees to pay all utility costs of the PARK during the time the PARK is operated and maintained cooperatively with the COUNTY. Utility costs include electric, gas, phone, internet service, alarm system(s) trash, water, and wastewater.

6. **LIENS.** The COUNTY shall keep the PARK free from any liens arising out of any work performed, materials furnished or obligations incurred by the COUNTY.

7. **ASSIGNMENT AND SUBLETTING.** The COUNTY may not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, or encumber this IGA or any interest therein. The BOARD acknowledges that the COUNTY may execute a Professional Service Agreement ("PSA") with the Friends of the Tubac Presidio and Museum, Inc. to provide staffing and professional curation services for the operation of the PARK and that the PSA is not prohibited by this paragraph. The PSA will incorporate the terms of this IGA by reference, and the COUNTY understands that it is ultimately responsible for performance under this IGA. The COUNTY shall notify the BOARD if any of the terms of the PSA change, including the identity of any Party to the PSA, by providing 60-calendar days written

advance notice of the change. This written notice will be added to this agreement as an attachment.

8. **INFORMATION REPORTING:**

a. The COUNTY shall report the following information monthly to the Fiscal Services Section of the BOARD'S Administrative Services Division on forms supplied by the Section:

i. Day use attendance
ii. Day use revenues
iii. Visitors utilizing the annual pass
iv. Concessionaire revenues
v. Gift shop revenues
vi. Donation revenues
viii. Total operating costs (daily)
ix. Junior Ranger Program contacts
x. Attendance, revenue, & costs for programs, classes, & special events

b. The COUNTY shall submit reporting information electronically in Microsoft Excel format either by email to kchamberlain@azstateparks.gov or mail to Procurement Services, Arizona State Parks, 23751 N. 23rd Ave., Suite 190, Phoenix, AZ 85085; Tel. (602) 542-6936.

c. Upon request by the BOARD, the COUNTY shall provide supporting details of monthly report(s) as defined in this section.

C. <u>Shared Responsibilities Between the BOARD and the COUNTY</u>

1. **CONSTRUCTION IMPROVEMENTS.** The COUNTY and the BOARD recognize that some of the facilities in the PARK are in need of maintenance, repair or replacement. A list of potential construction improvements is attached as Exhibit 2. To the extent possible, the COUNTY and the BOARD will work together to secure funds for these construction improvements. Construction improvement projects include any construction, renovation, repair or replacement of any facilities at the PARK.

a. The COUNTY shall provide project management services to complete design and construction of construction improvement projects agreed to by the PARTIES.

b. All construction improvement projects on the PARK shall be contracted and procured by the COUNTY in conformance with current COUNTY procedures. All construction must comply with the Registrar of Contractors Statutes and Rules.

c. The COUNTY shall create and provide a detailed scope of work, with plans and specifications sealed by an Arizona Registered Architect or Engineer, for any construction improvement projects, and shall provide this scope of work, including the plans and specifications, to the BOARD's Chief of Planning & Development.

d. Prior to beginning any construction, the COUNTY shall receive written approval of said Scope of Work and plans and specifications, from the BOARD's Chief of

Planning & Development. This approval is for scope, type, quantity and location only. The COUNTY is responsible for design and code compliance including the State Fire Marshall. The Chief of Planning & Development shall have adequate time to review for approval but must be completed within 90 days. Upon completion of each project, the COUNTY shall submit to the Chief of Planning & Development, a sealed copy of AS-BUILT DRAWINGS on CD or DVD media.

e. The COUNTY shall obtain all necessary permits, concurrences and authorizations, including those from State Historic Preservation Office (SHPO), prior to commencing work on any construction improvement project. Copies of all permits shall be submitted to the Chief of Planning & Development.

f. The COUNTY shall provide the BOARD's Chief of Planning & Development with a detailed schedule of progress for said project(s).

g. Any repairs to historic buildings that affect building materials or character-defining elements shall be discussed with the BOARD's Chief of Planning & Development to ascertain whether or not the repair shall require review and approval of SHPO.

h. All previous Historic Structures Reports, Building Conditions Assessments or Historic Building Preservation Plans that have been completed for the BOARD or SHPO shall be used as a basis for repairs, improvements or construction improvement projects.

i. All improvements, maintenance, repairs and installations to historic buildings shall meet the Secretary of the Interior's Standards for historic structures.

j. Provided funds are available for miscellaneous small maintenance/construction improvement projects agreed upon by the PARTIES to this IGA, the BOARD will provide up to $45,000 for said projects during the term of this IGA.

k. Permanent structures constructed on the PARK shall become the property of the BOARD upon the expiration or termination of this IGA.

2. **INDIVIDUAL COMPETENCIES AND TRAINING.**

a. Any individual working in the PARK, either paid or unpaid, shall be familiar with:

i. The significance of the facility and the reasons why it is part of the Arizona State Park system.

ii. Care and maintenance of artifacts and museum collections.

iii. Visitor contact and interpretive education practices.

b. Examples of PARK staff duties include, but are not limited to:

i. Inspecting grounds, equipment, buildings and museum facilities for necessary repairs, security and safety problems or hazards.

ii. Serving as an interpretive guide and providing information and programs to the visiting public.

c. The BOARD may conduct training programs at the PARK covering the topics listed above.

3. **ARTIFACT COLLECTIONS.**

a. The COUNTY will properly protect and care for artifact collections located within the PARK and will follow standard museum practices described in *The National Park Service Museum Handbook*. An electronic version of this handbook shall be provided to the COUNTY by the BOARD. The BOARD will provide updated handbooks as they are released throughout the term of the IGA.

b. The COUNTY will be solely responsible for the safety of artifacts on display, exhibits and library items. The BOARD will remain responsible for non-displayed artifacts stored at the PARK, and these objects will not be available for inspection, research or display without specific permission from the Cultural Resources staff of the BOARD. Should the COUNTY wish to display and exhibit certain of the non-displayed artifacts, the BOARD will consider providing those artifacts upon the presentation of and mutual agreement on an exhibit plan. Upon presentation of an exhibit plan from COUNTY the Cultural Resources Staff of the BOARD will review the plan and provide notice to the COUNTY of their decision within 14 business days of receiving the plan. Failure to provide timely notice will be deemed to be permission for COUNTY to implement the exhibit plan.

c. The COUNTY will provide and monitor proper heating, cooling and ventilation for the buildings. Windows must have proper screening to prevent insect infestation as long as historically consistent with the building.

d. The COUNTY will routinely clean and maintain the buildings and the exterior of exhibit cases. The COUNTY must ~~consult with the Cultural Resources staff of the BOARD prior~~ appoint one person on site approved by the Cultural Resources staff of the Board to clean~~ing~~ furnishings and/or ~~if~~ to access ~~to~~ the interior of exhibit cases as needed.

e. The COUNTY shall maintain and monitor security to protect the artifact collections and exhibits in the PARK. This includes the upkeep of the security system and monitors in the buildings and museum, as well as visual inspection of the grounds.

f. The COUNTY will maintain and monitor outside interpretive panels and exhibits.

g. The COUNTY will immediately report any damage to or theft of artifacts or exhibits to the BOARD and to the police of the local jurisdiction.

h. The BOARD will also regularly monitor the historic resources, including the buildings, museum and grounds.

i. ~~If the~~ COUNTY will appoint one person on site approved by the Cultural Resources staff of the Board ~~wants~~ to move, handle, rearrange, change, repair, or conserve any of the artifacts or change exhibits. ~~, it must secure advance~~

~~permission from the Cultural Resources Staff of the BOARD in writing. Similarly, any rearranging, moving, or changing of exhibits requires prior consultation in writing and approval from the BOARD.~~

j. The PARK contains both artifacts in the collection and educational objects. Educational objects may be used by the COUNTY for demonstration purposes, whereas artifacts may not.

k. The collections at the PARK may include objects on loan from individuals or other institutions. Both PARTIES will inform the other of any special requirements relating to these artifacts.

l. Any donations of artifacts or archival materials offered to the PARK shall be approved by the cultural resources staff of the BOARD prior to acceptance, and shall become property of the BOARD. BOARD procedures for donations of artifacts or materials shall be followed.

4. **BOARD-OWNED PROPERTY, EQUIPMENT, AND STORAGE.**

a. The PARTIES will work together to identify property and equipment that is essential to the operation of the PARK and determine what BOARD-owned equipment is available to be used by the COUNTY for operation of the PARK.

b. The BOARD shall use a mutually agreed upon location on the PARK to store non-essential property and equipment. The BOARD shall maintain ownership of and continue to store its property and equipment throughout the term of the IGA in the specified location, unless the PARTIES to this IGA mutually agree upon other arrangements in writing.

5. **GIFT SHOP OPERATION AND MERCHANDISE.**

a. The COUNTY will operate the gift shop area of the PARK so that it retains the look and feel of an Arizona State Park. Any alterations to the existing configuration of the gift shop area must be pre-approved and done in consultation with the gift shop staff of the BOARD. All revenue from the operation of the gift shop shall be retained by the COUNTY.

b. All gift shop furniture and fixtures remain the property of the BOARD and shall not be altered, removed or disposed of by the COUNTY without written permission from ASPB Gift Shop staff.

c. Profits from the sale of items in the gift shop shall be used by the COUNTY to stock the gift shop and to maintain and support the PARK.

d. The BOARD will make gift shop merchandise available to the COUNTY, subject to the terms and conditions specified in Exhibit 4, *ASPB Gift Shop Merchandise Policy For IGA Partners*. Gift shop merchandise shall only be sold at the PARK and at special event venues sanctioned by the PARK.

e. Upon resumption of operational responsibility by the BOARD, the BOARD will purchase from the COUNTY that portion of the Gift Shop merchandise remaining in the possession of the COUNTY. At the BOARD's sole discretion, the BOARD may also purchase other gift shop merchandise not acquired from the BOARD. Payment for gift shop merchandise will be made to the COUNTY within 30-calendar days of receipt of their invoice. Inventory of the gift shop will be done by the PARTIES prior to the BOARD's resumption of operational responsibility of the PARK.

6. MARKETING. The PARTIES agree that the BOARD's cross-marketing materials (e.g., park-specific rack cards, and other marketing materials) will continue to be made available to visitors at the PARK to provide information regarding other parks and events within the state parks system and that Friends of the Tubac Presidio and Museum, Inc. cross-marketing materials may be made available in the same manner at the PARK. The PARTIES agree to work together when necessary on all Internet-based, App-based, and other digital marketing material pertinent to the PARK.

V. TERM, DEFAULT, REMEDIES, AND TERMINATION.

A. Term and Duration: This IGA is entered into and is effective as of the date on which the last of all required signatures is affixed hereto, and shall continue until March 31, 2019, unless earlier cancelled or terminated in accordance with the terms of this IGA. This IGA may be extended for two additional three-year periods, upon 60-calendar days written advance notice by either party, prior to expiration, and with the written agreement of the PARTIES.

B. Default: In the event that either PARTY is in default of its obligations and such default continues un-remedied for a period of 30-calendar days after written notice, the other PARTY may elect, upon not less than sixty 60-calendar days prior written notice, to terminate this IGA; provided, however, that if the nature of the default is such that more than 30-calendar days are reasonably required for its cure, then the PARTY shall not be deemed to be in default if the PARTY commences such cure within said 30-calendar day period and thereafter diligently prosecutes such cure to completion. Nothing in this provision shall preclude the PARTY alleging the default from pursuing other remedies that exist in law or in equity.

C. Termination: This IGA may be terminated by either PARTY upon 90-calendar days written notice to the other PARTY of its intention to terminate. Neither PARTY shall incur new obligations under this IGA once notice of termination has been provided.

VI. DISPOSAL OF PROPERTY.

A. Any permanent structures constructed on the PARK during the term of this IGA shall become the property of the BOARD upon the expiration or termination of this IGA.

B. In the event of termination or expiration, any advanced funds not expended shall be returned to the advancing PARTY. All data, information, and any other work production already complete or uncompleted under the terms of this IGA for the advancing PARTY shall be returned within 30-calendar days from receipt of notice to terminate.

C. All equipment purchased for the operation of the PARK with funds designated under this IGA shall become the property of ASPB upon the expiration or termination of this IGA. If either PARTY purchases equipment for the operation of the PARK with funds not designated under this IGA, the purchasing PARTY shall retain the property upon the expiration or termination of the IGA.

VII. RESUMPTION OF OPERATIONAL RESPONSIBILITY BY THE BOARD.

A. Upon abandonment, cancellation, revocation or termination of this IGA, the COUNTY shall restore the PARK to its original condition, to the satisfaction of the BOARD. Such restoration shall include, but shall not be limited to, removal of any and all material, equipment, facilities, temporary structures, or debris, deposited by COUNTY on the PARK. If the COUNTY fails to remove all such material, equipment, facilities, temporary structures, or debris within a reasonable period, as determined by the BOARD, they shall be forfeited and become the property of the State, but the COUNTY shall remain liable for the cost of removal of all materials and for restoration of the PARK.

B. In the event this IGA is not renewed or is canceled, the COUNTY shall peaceably surrender the possession of the PARK upon the effective date of the cancellation or expiration of the term of this IGA. The COUNTY may not hold over upon the expiration or cancellation of this IGA for any reason. The provisions of this paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of the BOARD provided herein or at law. If the COUNTY fails to surrender the PARK upon the termination or expiration of this IGA, in addition to any other liabilities to BOARD accruing therefrom, the COUNTY shall protect, defend, indemnify and hold the BOARD harmless for, from and against all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure.

C. After the expiration, cancellation, or termination of this IGA, the COUNTY shall execute, acknowledge and deliver to the BOARD within 30-calendar days after written demand from the BOARD to the COUNTY, any document requested by the BOARD quitclaiming any right, title or interest in the PARK to the BOARD or other document required by any reputable title company to remove the cloud of this IGA from the PARK.

VIII. FINANCIAL

A. The PARTIES understand and agree that this IGA shall be subject to available funding, and nothing in this IGA shall bind the PARTIES to performance or expenditures in excess of funds authorized and appropriated for the purposes outlined in this IGA.

B. The COUNTY shall charge fees according to the BOARD's approved fee schedule, and honor the BOARD's Annual Park Passes, Retiree Lifetime Passes, ASPB Volunteer Passes, and other applicable special programs/discounts as may become available to visitors of Arizona State Parks. In the event legislation is enacted that authorizes free admission to the BOARD's parks, the COUNTY shall comply with the law, or may exercise the options provided for in this IGA. This provision shall not prohibit the COUNTY from holding special events, with or without charge to the general public at the discretion of the COUNTY, without having to obtain prior approval from the BOARD, as long as such events conform to the rules and statutes of the

BOARD. Any and all revenue derived from rental of the PARK, admission fees charged to visitors to the PARK, or concessionaire fees shall be paid to the COUNTY.

C. At the option of ASP, the COUNTY must accept ASPB Gift Cards as a form of payment. ASP Gift Card processing equipment will be provided by ASPB for the COUNTY's use. The COUNTY may be required to sell ASPB Gift Cards. In the event the COUNTY is required to accept ASPB Gift Cards as a form of payment and/or sell ASPB Gift Cards, an amendment to this IGA shall be issued providing details on necessary procedures.

D. **SPECIAL EVENTS - REVENUE AND MANAGEMENT**. The COUNTY may authorize special events at the PARK. Special Events shall conform to the BOARD's rules and policies governing Special Events. ASPB's Special Use Permit Application Materials Package is provided in Exhibit 3 and shall be used by the COUNTY. All net revenues generated by Special Events held at the PARK shall be placed in a COUNTY or PSA-administered fund to be used for the operation and maintenance of the PARK.

IX. INSURANCE

A. Insurance: Insurance Requirements for Governmental PARTIES to the IGA: None.

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

2. Minimum Scope And Limits Of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

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

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

(1) The policy shall be endorsed to include the following additional insured language: **"The State of Arizona and Arizona State Parks officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".**

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

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

(1) The policy shall be endorsed to include the following additional insured language: "**The State of Arizona and Arizona State Parks officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor**".

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

Workers' Compensation:	Statutory Employers' Liability
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

(1) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(2) This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

3. Additional Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:

a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.

b. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) Party to the IGA.

4. Notice Of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30-calendar days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona State Parks, 1300 W. Washington Room 220, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

5. Acceptability Of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

6. Verification Of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

b. All certificates required by this Contract shall be sent directly to Arizona State Parks, 1300 W. Washington, Room 220, Phoenix, AZ 85007. The State of Arizona project/contract number and project description must be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Do not send certificates of insurance to the state of Arizona's Risk Management Division.

7. Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

8. Approval: Any modification or variation from the *insurance requirements* in this IGA must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

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

X. GENERAL TERMS AND CONDITIONS

A. Amendment: This IGA may be amended only in writing by the PARTIES hereto. Amendments must be approved with the same formality as was this IGA.

B. Arizona Law: This IGA shall be governed by and construed in accordance with the laws of the State of Arizona.

C. Immigration Compliance: All PARTIES shall comply with all applicable federal immigration laws and regulations including Governor's Executive Order 2005-30 and any successor statutes.

D. Equal Opportunity/Non-Discrimination: The PARTIES shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The PARTIES shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

E. Records: Pursuant to A.R.S. § 35-214, all books, accounts, reports, files and other records relating to this IGA shall be subject at all reasonable times to inspection by the State of Arizona for five years after the completion of this IGA. Such records shall be reproduced as designated by the State of Arizona.

F. Arbitration: The PARTIES agree to use arbitration to resolve disputes arising out of this IGA to the extent required by A.R.S. § 12-1518.

G. Governor's Cancellation: All PARTIES are put on notice that this IGA is subject to cancellation pursuant to A.R.S. § 38-511.

H. Indemnification: Neither party to this Agreement agrees to indemnify the other PARTY or hold harmless the other PARTY from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any PARTY to this agreement, then the right to pursue one or both of these remedies is preserved.

I. No Partnership or Joint Venture: Nothing contained in this IGA shall be deemed or construed to create a partnership or joint venture between either party, and neither Party shall be responsible in any way for the activities, debts, contracts, obligations or acts, negligent or otherwise, of the other, it being expressly agreed that this IGA is an agreement between two independent PARTIES in which the identity of each Party is maintained as it was prior to this IGA.

J. Waiver: The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

K. Marginal Headings: The marginal headings and Article titles to the Articles of this IGA are not a part of this IGA and shall have no effect upon the construction or interpretation of any part hereof.

L. Time Is Of The Essence: Time is of the essence of this IGA and each and all of its provisions in which performance is a factor.

M. Prior Agreements: This IGA contains all of the agreements of the PARTIES hereto with respect to any matter covered or mentioned in this IGA, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose. No provision of this IGA may be amended or added to except as provided in this IGA. This IGA shall not be effective or binding on any PARTY until fully executed by both PARTIES hereto.

N. Attorney's Fees: In the event of any action or proceeding brought by either PARTY against the other under this IGA, each PARTY shall be responsible for their own costs and expenses in such action or proceeding.

O. Severability: Any provision of this IGA which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

P. Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

Q. Venue: The PARTIES must institute and maintain any legal actions or other judicial proceedings arising from this IGA in a Maricopa County court of competent jurisdiction.

XI. NOTICES

A. Any notice, demand or request required or authorized by this IGA to be given or made to or upon the PARTIES to this IGA shall be deemed properly given or made if delivered to or by: (a) certified return receipt mail; or (b) recognized overnight courier; or (c) facsimile transmission, effective upon electronic transmission confirmation; or (d) electronic mail. Notices shall be sent to the following addresses:

1. Santa Cruz County/County Manager, 2150 N. Congress Drive, Nogales, Arizona 85621. Fax: (520) 761-7843, Email: jstjohn@santacruzcountyaz.gov
2. Arizona State Parks/Executive Director, 23751 N. 23rd Ave, Suite 190, Phoenix, Arizona 85085. Fax: (602) 542-4188, Email: sblack@azstateparks.gov

B. A change of address or person to whom notices should be sent may be made by giving notice, in the manner described above, to the other PARTY.

Arizona State Parks	**INTERGOVERNMENTAL AGREEMENT** Between **Arizona State Parks Board** and **Santa Cruz County**	ASPB Ref No. PR16-073 COUNTY Ref No. RE: TPSHP Agreement Page 15 of 29 — Issued: March, 2, 2016

XII. INTERGOVERNMENTAL AGREEMENT SIGNATURE AUTHORITY

A. By signing below, the signer certifies the authority to enter into this IGA and has read the foregoing and agrees to accept the provisions herein.

B. This IGA may be executed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one instrument.

C. Electronic Submittal: All PARTIES to this Amendment acknowledge that signatures by electronic means are acceptable and legally binding.

RESERVED FOR ARIZONA STATE PARKS	RESERVED FOR SANTA CRUZ COUNTY
Signature — Date	Signature — Date
Sue Black, Executive Director Typed Name and Title	Rudy Molera, Chairman Typed Name and Title
Arizona State Parks Board Entity Name	Santa Cruz County Entity Name
23751 N. 23rd Ave., Suite 190 Address	2150 N. Congress Drive Address
Phoenix, AZ 85085 City State Zip	Nogales, AZ 85621 City State Zip

RESERVED FOR THE ATTORNEY GENERAL	RESERVED FOR SANTA CRUZ COUNTY ATTORNEY
PR16-073, which is an Intergovernmental Agreement between public agencies, has been reviewed pursuant to A.R.S. 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General this _____ day of _____, 2016 *MARK BRNOVICH* The Attorney General	I have reviewed the Intergovernmental Agreement between the Arizona State Parks Board and Santa Cruz County and declare this agreement to be in proper form and within the powers of authority granted to the Santa Cruz County under the laws of the State of Arizona this _____ day of _____, 2016
Assistant Attorney General Signature — Date	County Attorney Signature — Date

	RESERVED FOR THE COUNTY CLERK
	I, _____, County Clerk of Santa Cruz County, do hereby certify that the foregoing and attached Intergovernmental Agreement between the Arizona State Parks Board and Santa Cruz County was passed and adopted by the Board of Supervisors of Santa Cruz County, at the regular meeting held this _____day of _____, 2016. **ATTEST** County Clerk Signature — Date

EXHIBIT 1

Map of Tubac Presidio State Historic Park
ASPB IGA Ref No. PR 16-073

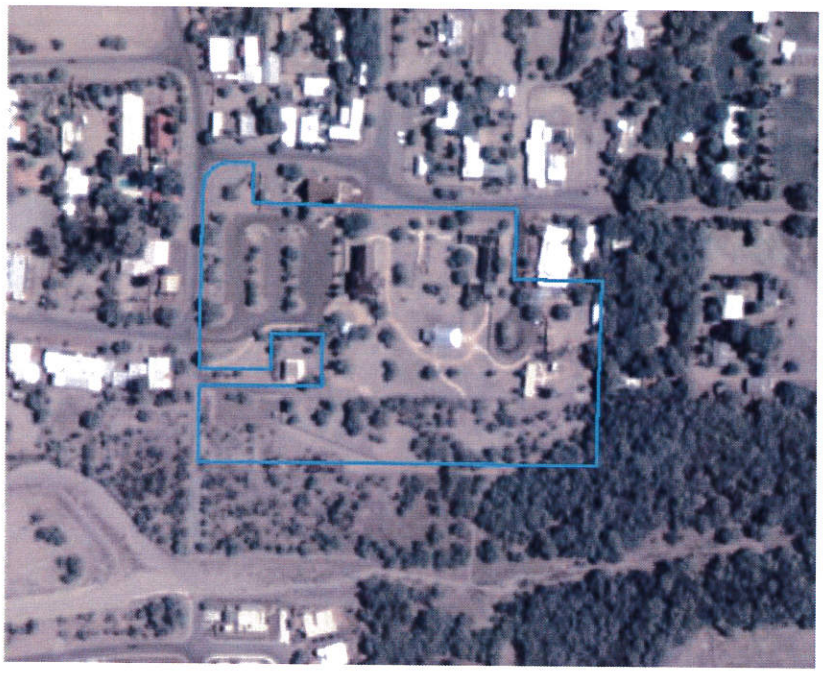

EXHIBIT 2

ASPB IGA Ref No. PR16-073

TUBAC PRESIDIO STATE HISTORIC PARK

LIST OF POTENTIAL CONSTRUCTION IMPROVEMENTS

Auditorium with State Park Gallery to include storage and restrooms	$1,000,000

This list may be updated by mutual agreement of the PARTIES on a periodic basis.

EXHIBIT 3

SPECIAL USE PERMIT APPLICATION MATERIALS PACKAGE

Follows on Next Page

Special Use Permit Application Materials Package **02-2015**

Arizona State Parks, 1300 W. Washington. Phoenix, AZ 85007
www.azstateparks.com(602) 542-4174,

Thank you for your interest in Arizona State Parks (ASPB). Our mission is:

"Managing and conserving Arizona's natural, cultural and recreational resources for the benefit of the people, both in our parks and through our partners."

Enclosed is information concerning our Special Use Permit program, instructions and application form.

Why are Special Use Permits required?

The reasons for requiring Special Use Permits are:

- To keep track of the activities occurring on state lands.
- To be able to require stipulations/conditions on uses to minimize impacts on the natural, recreational, historical and cultural resource we manage.
- To be able to educate users about proper recreational and stewardship practices.
- To maintain quality recreational experiences and to reduce user conflicts.
- To assure that uses on State lands are compatible with long-range management objectives for that particular property.

Note: A Special Use Permit is not required for building, picnic or camping reservations unless requested by the Park Manager.

Why is there a fee for a Special Use Permit?

- Special Uses differ from normal park use either by the nature of the activity or by the size of the group involved in the activity. In order to allow these activities we have to accommodate each use or event outside of our normal operations. These accommodations invariably will increase our cost to provide services.
- Due to Legislative changes and mandates, ASPB receives substantially less General Fund monies (tax based) for our operations, salaries, or equipment. This means that we must rely heavily on our revenues (fees) as the source of funding that allows us to maintain our parks and provide a safe and enjoyable environment for our visitors.

Arizona State Park special use permits are divided into four categories, per R12-8-125:

1. Private Special Event

A Special Use Permit shall be issued for Private Special Events provided the following conditions are met:

i. The person or entity has requested no more than 7 consecutive days of use, and no more than 14 days in any calendar year.
ii. The Private Special Event does not significantly interfere with the public's use of the property.
iii. No solicitation of funds, offering to sell any goods or services, advertising, or receiving money in exchange for any item or activity takes place on property owned or managed by the Arizona State Parks Board under a Private Special Event Special Use Permit.

2. Public Special Event

A Special Use Permit shall be issued for Public Special Events provided the following conditions are met:

i. The person or entity has requested no more than 4 consecutive days of use per quarter, and no more than 16 days in any calendar year at any one park.
ii. No more than two Public Special Event Permits shall be issued per day per park. Permits shall be issued on a first come, first served basis.

Special Use Permit Application Materials Package **02-2015**
Arizona State Parks, 1300 W. Washington. Phoenix, AZ 85007
www.azstateparks.com(602) 542-4174,

3. Festival Special Use

A Special Use Permit shall be issued for Festival Special Events provided the following conditions are met:

i. The person or entity has requested the permit at least 120 days in advance of the event. Events with anticipated attendance greater than 1,500 people per day shall require application at least 180 days in advance of the event.
ii. The person or entity has provided a detailed plan regarding sanitary facilities, medical services, parking, food and drink facilities, booths and sponsorships, that complies with the requirements detailed in the Special Use policy, available from the Arizona State Parks Board. This plan must be submitted to the Arizona State Parks Board at least 90 days in advance of the event.
iii. The person or entity has obtained any permits required from other entities, such as cities, counties, other municipalities, or governmental entities.
iv. The person or entity has requested no more than 7 consecutive days of use, and no more than 14 days in any calendar year.
v. Sponsorships. The person or entity requesting a Festival Special Use Permit may seek sponsorships for that festival or parts of that festival, provided that the sponsorships comply with the Arizona State Parks Board Policy and Procedures, available from the Arizona State Parks Board.
vi. No more than one festival per day per park is allowed, and Festival Special Use permits shall be issued on a first come, first served basis.

4. Commercial Photography

A Special Use Permit shall be issued for Commercial Photography provided the following conditions are met:

i. The person or entity has requested the permit at least 30 days in advance of the event.
ii. The person or entity has requested no more than 7 consecutive days of use, and no more than 14 days in any calendar year.
iii. Commercial Photography Special Use Permits shall be used only for actual filming and photo-taking activities. No soliciting funds, offering to sell any goods or services, advertising, or receiving money in exchange for any item or activity shall take place on property owned or managed by the Arizona State Parks Board.

Depending on the type and scope of the event, the application and required additional documentation should be completed and preferably received by the specific Park facility 45 days in advance of the event date, but no later than 30 days prior to the event. Larger events may require submittal up to 180 days in advance. Contact the specific Park administration for other details. All applications received will be reviewed, but we cannot guarantee that every application will be approved.

If you have any questions about this process or the application form, please contact the Park Manager at the facility in which you are interested. We look forward to working with you in order to make your activity or event successful.

Special Use Permit Application Materials Package **02-2015**

Arizona State Parks, 1300 W. Washington. Phoenix, AZ 85007
www.azstateparks.com(602) 542-4174,

PERMIT APPROVAL ADMINISTRATION

R12-8-125. Special Use Permits

B. General terms and conditions. The Board shall issue a special use permit only subject to the following general terms and conditions:

1. An application for the special use permit is submitted less than one year before the planned special use;

Approval of permit application will require the following:

A. All necessary paperwork; application, insurance, appropriate permits, licenses and inspections is preferably submitted at least 14 days before the proposed date of the use in order to allow for processing, review and verification. Larger events may require up to 6 months of advance notice.
B. The park area or facility is available on the date or dates requested.
C. All necessary approval authority signatures and notifications have been obtained/made.
D. The applicable fee has been paid as listed in R12-8-109.
E. The State Parks Board agrees that:
   1. The use is a proper state park activity.
   2. The use does not create an undue safety hazard to participants, spectators or general public.
   3. The use is not destructive to the park resources.
   4. The use does not present a serious use conflict with the general park-using public.
F. Approvals are confirmed in writing only, and a responsible person will have the written approval on site for the duration of the use.

Special Use Permit Application Materials Package **02-2015**

Arizona State Parks, 1300 W. Washington. Phoenix, AZ 85007
www.azstateparks.com(602) 542-4174,

FROM: *PARK NAME*
Manager: *Manager Name*
Address: _____
_____

Telephone: _____ FAX: _____

The following steps must be completed and documentation provided by the applicant in order to apply for a special use permit:

A. Special Use Application form, with all applicable blanks completed by the applicant will be submitted at least 14 days prior to the proposed date of the use to the park administration as listed above. Larger events may require submittal up to 6 months in advance. Requests will be prioritized on a "first come, first served basis" upon availability of the area requested.

B. Indemnification Certificate, completed by the applicant, should be typed on the applicant's own letterhead and submitted with the Special Use Application form. Wording and format should be the same as the example distributed with application blanks.

C. A Certificate of Insurance will be required. The minimum amount of required Comprehensive General Liability coverage will be $1,000,000.00, and if applicable a minimum Workers' Compensation coverage and proof of automobile insurance (generally these are required for Commercial ventures). On the certificate, the State of Arizona will be included as an additional insured party. For an activity/use with a relatively high liability risk, such as powerboat races, motion picture photography, public attractions, public commercial activity, etc. a higher level of liability coverage may be required, and will be determined by consultation with the Risk Management Division of the Department of Administration. The Certificate of Insurance will be completed by the requesting party's insurance carrier and submitted with the Special Use Application form.

   Exception to this requirement is another State Level Governmental Agency or entity that is covered by the Department of Administration Risk Management Division. The Certificate of Insurance will not be required as the statutory requirements of ARS § 41-621 apply.

D. If this is a Public/Festival event, Applicant must certify that the event complies with the Americans with Disability Act and other similar legislation.

E. Copies of all appropriate licenses, certificates and permits that may be required by State or local jurisdictions for the sale or dissemination of: foodstuffs and alcohol* to the general public, or the sale of any commodity or goods, must be submitted.

F. After review by appropriate Park staff, the applicant will be contacted concerning the status of the application, specific fee requirements and any other applicable stipulations and/or conditions that will be required by Arizona State Parks and listed on the Special Use permit form. Actual fees will be determined by Park administration.

G. All State & Federal Statutes, Park Rules, County and Municipal ordinances and regulations remain in force during all activities. Any request for a variance or modification of any rule, stipulation or requirement must be submitted to the Park administration in writing prior to the event / use for review. Any stipulations and/or conditions will have the force of law and failure to comply may result in cancellation of the permitted use, and permittee can be cited for the rule violation.

**Additional insurance and stipulations may be required for the specific sale or dissemination of alcohol.*

Special Use Permit Application Materials Package **02-2015**

Arizona State Parks, 1300 W. Washington. Phoenix, AZ 85007
www.azstateparks.com(602) 542-4174,

ADDITIONAL INFORMATION

Restrictions: *(exceptions made with Park Managers approval)*

- No pets are allowed in the event / use area (this includes vendors)
- No glass containers are allowed in the event / use area
- No weapons are allowed in the event / use area
- No private vehicles are allowed in the event / use area
- Event / use related vehicles will drop off supplies and equipment and then exit the area immediately
- Event staff may not possess or consume alcoholic beverages while on duty
- Vendors may not possess or consume alcoholic beverages at any time
- All fire lanes must be left open and accessible
- All events must end by 10:00 pm
- Only security personnel may remain on site after hours only if approved in the original application process.
- Events must meet ADA requirements

Additional Sanitation Needs

Dependent upon the type and scope of the event / use and the actual park infrastructure of the location, additional facilities (vault toilets, port-a-johns) will be the responsibility of the permittee. The number of units required to adequately service the projected attendance will be determined by Park staff. A minimum of one (1) chemical or portable toilet for every 225 people, or portion thereof attending the event. Five percent (5%) of these facilities must be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. Set-up, removal, maintenance and operational cleanliness will be the responsibility of the permittee.

Deposits

Refunds of deposits, whether partial or in full will be processed according to the refund guidelines as set by the Administrative Services Section. Allow up to 30 days for refund processing of the deposit

Site Cleanliness & Cleaning Deposit

- Event / use area will be policed on an hourly basis
- Trash will be removed from the area as receptacles become full
- Dumpsters will be adequately sized to meet the event / use needs. A minimum of one 50-gallon refuse container or its equivalent shall be provided for each 100 persons anticipated. Refuse containers shall be readily accessible, and periodically checked and emptied as needed. Depending on the event location, activity, area, an adequately sized dumpster may be required.
- 4-mil trash bags will be of sufficient quantity to meet the event / use needs
- Parking areas specific to the event / use will be policed on an hourly basis
- A cleaning deposit will be required from the permittee.
- Return of the deposit, in whole or in part, will be based upon a final post-event walk through with the Park Manager.

Damage Deposit

- A damage deposit will be required to cover repair or replacement of damaged items. Amount will be determined by Park Administration and will be dependent upon the type and scope of the event / use.
- Damaged items will be replaced at cost, to include labor.
- Any unused portion of the deposit will be refunded after the final walk through.
- If the initial deposit is insufficient to cover all repair costs, the permittee will be billed for the remainder of the uncovered cost. Documentation for costs will be provided with the billing.

Water and Electric

Depending on the actual site location, telephone, water and electrical service may be limited. Special or additional needs may be the responsibility of the sponsor.

Special Use Permit Application Materials Package **02-2015**
Arizona State Parks, 1300 W. Washington. Phoenix, AZ 85007
www.azstateparks.com(602) 542-4174,

ADDITIONAL INFORMATION

Verifiable Ticket Sales
This number is vital to allow the park and all necessary local entities such as LE and EMS services time to plan for the event's effect on the park and surrounding areas. Verification method to be an agreed upon by both the park and the Event Organizer such as a CPA/event staff notarized statement, receipts, etc. Due date for this information will be agreed upon by the Event Organizer and the park.

SPECIAL USE PERMIT FEE STRUCTURE

The negotiation of the daily fees will be based on the type, size and complexity of the production and will be based on the Special Use Permit Worksheet. Listed below are examples of fees that can be reasonably charged for specific "Adjustments" to the "Base Fee".

Base Fee (per day)
Attendance: attendance will be reviewed by park staff and permittee during event.

Small Events	(50 – 100 participants, guests, spectators)	$25.00
Medium Events	(101 – 250 participants, guests, spectators)	$100.00
Large Events	(251 – 500 participants, guests, spectators)	$150.00
Major Events	(501– 1000 participants, guests, spectators)	$300.00 +

Adjustments:
Special Equipment: Each Park location has different equipment and facility resources, and although some items may be considered standard, some equipment or facilities may or may not be available.

Fees charged may be different depending on park availability, set-up requirements, location, etc. An example would be if 15 additional tables are requested and the site is located at a boat camp on Lake Havasu, the fee could reasonably be increased due to the time and staffing needed to transport the tables to and from the site.

Special Personnel Services: Special personnel services "Staff Time" could include educational programs, parking services, staff supervision / security, special set up, construction or installation. Additional Staff Time: $30.00 /staff member/ hr

Other: Special requests can be determined based upon individual parks facility or inventory.

Arizona State Parks	**ARIZONA STATE PARKS BOARD** **SPECIAL USE PERMIT APPLICATION**	Page 1 of 2

ASPB 02/11/2015

APPLICATION MUST BE COMPLETED IN FULL

1. **Type of Use:** _____ 2. **Applicant:** _____

3. **Date(s) of Use/Event:** _____ 4. **Location:** _____

5. **Permit Type:**
   a. Type of Permit:
   Non-Commercial Use ☐ Commercial Use ☐ Motion Picture / Photography ☐

6. **Number of Persons to Attend:** _____ **Number of Event Staff:** _____

7. **Name of Event:** _____
   *Primary Contact Person: _____
   Mailing Address: _____
   Telephone: _____
   Email: _____

*Applicant must designate an individual as the primary point of contact.

8. **Other Persons/Vendors:** _____
   Vendor #1 Name/Contact Person: _____
   Vendor #2 Name/Contact Person: _____
   Vendor #3 Name/Contact Person: _____

9. **Concession Sales:** No ☐ Yes ☐ Describe: _____

10. **Stipulations:**
   a. Deposit against Damage and Clean-Up Amount: _____
   b. Liability Insurance Certificate to be obtained with Arizona State Parks named as additional insured.
   Minimum Amount: $2,000,000
   Policy: General Liability: _____

   Certificate of Insurance obtained? Yes ☐ No ☐
   (Certificate of Insurance must be submitted to AZ State Parks prior to event date.)
   c. Insurance Indemnification Information:
   PERMITTEE shall indemnify, defend, and save harmless the STATE OF ARIZONA from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorney's fees and/or litigation expenses, which may be made or brought against or incurred by the STATE OF ARIZONA on account of loss, or damage to, any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in part, by reasons of any act, omission, error, fault, mistake, or negligence of the PERMITTEE, its employees, agents,

ARIZONA STATE PARKS BOARD
SPECIAL USE PERMIT APPLICATION

ASPB 02/11/2015

or representatives in connection with, or incidental to, the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the PERMITTEE and/or its subcontractors or claims under similar such laws or obligations. The PERMITTEE'S obligation under this section shall not extend to any liability caused by the sole negligence of the STATE OF ARIZONA, or its employees.

d. Medical services to be provided by: _____

e. Security services to be provided by: _____

Security is required when alcohol is served. Title IV laws are in affect for all events.

f. Sanitary services to be provided by: _____

g. Other Stipulations: _____

11. Inclusions/Special Event Needs (Identify below):

_____

12. Signatures: This application must be signed by the authorized event representative.

APPLICANT SIGNATURE(S)

_____ _____
Applicant Authorized Representative #1 *Date*

_____ _____
Applicant Authorized Representative #2 *Date*

EXHIBIT 4

ARIZONA STATE PARKS GIFT SHOP MERCHANDISE POLICY FOR IGA PARTNERS

PURPOSE

- The purpose of this policy is to provide written directives in regard to gift shop merchandise sold by the IGA Partner in Arizona State Park facilities.
- "IGA Partner" is defined as any firm or individual that has entered into an agreement, or permit, with Arizona State Parks for the operation of facilities in areas under the jurisdiction of Arizona State Parks.
- "Gift Shop Merchandise" is defined as products such as, but not limited to:
  - Art
  - Calendars
  - Clothing: sweatshirts, T-shirts, hats, etc.
  - Coasters, tiles, etc.
  - Collectable items
  - Jewelry
  - Key chains, refrigerator magnets, pens, pencils, etc.
  - Mugs, glassware, etc.
  - Packaged food gift items
  - Place mats, hot pads, etc.
  - Plush/stuffed animals
  - Postcards, greeting cards, note paper, etc.
  - Posters, CD's, tapes, slides, etc.
  - Publications: Books, maps, etc.
  - Toys and games
  - Water bottles, can coolers, etc.

ASPB LOGO

- The Arizona State Parks (ASPB) logo **shall not** be used on any customized products developed by the IGA Partner, unless authorized pursuant to a separate agreement providing for the license of trademark rights by ASPB to the IGA Partner.

PARK NAME

- The park name or park image may be used on customized products developed by the IGA Partner, subject to prior written approval of artwork or concept by ASPB. If applicable, this may require the execution of a separate agreement providing for the license of trademark rights by ASPB to the IGA Partner. Said permission to use the park name or image will be limited to the term of the IGA with ASPB.
- The IGA Partner shall not wholesale the customized products described above to other retailers; in other words, sale of these products shall be limited to the leased sites identified in the agreement with ASPB.
- The IGA Partner shall not establish any type of logo, i.e. identifying symbol, using the park name.

MERCHANDISE

- Park, nature, environmental, cultural, historical or recreation oriented images are suggested as guidelines for gift shop merchandise product mix.
- ASPB reserves the right to require the IGA Partner to remove any product found to be objectionable, controversial, or beyond the scope of merchandise necessary for proper service to the public or that does not reflect the look and feel of an Arizona State Park. ASPB shall give the IGA Partner 30-calendar days notice to sell, remove, or otherwise dispose of the product(s) in question. Failure to comply with this notice may be deemed a breach of the leasing contract.
- No less than 20% of gift shop product inventory must be made in Arizona. The ASP Gift Shop has Arizona-made products available for purchase and can assist with sourcing and product development.

ASPB PRODUCTS

1. Quantities

The IGA Partner shall be required to purchase no less than 20% of the gift shop product inventory from the ASPB product line, if gift shop merchandise is sold by the IGA Partner.

Compliance with this policy will be assessed by ASPB on an annual basis. The IGA Partner's annual financial report shall include details of "Cost of Goods Sold" for ASPB products as compared to all other gift shop merchandise. Difficult to document and does not assess compliance with the policy as ASPB products may not sell as opposed to other products being offered. WE would like this removed.

2. Wholesale Pricing

The IGA Partner shall purchase the ASPB merchandise at **30% off the suggested retail price**. The IGA Partner is encouraged, but not restricted, to sell the product at ASPB's suggested retail price.

If ASPB has a **permanent markdown** on a particular item, the wholesale price will be reduced to **10% off the markdown retail price**.

For example, if a T-shirt retails for $10.00, the IGA Partner will purchase from ASPB for $7.00. If ASPB has a permanent markdown on this item to $5.00, the IGA Partner will purchase from ASPB for $4.50.

3. Purchasing

The IGA Partner shall submit written requests for product orders to:

Arizona State Parks
Attn: Merchandise Coordinator
23751 N. 23rd Ave., Suite 190
Phoenix, AZ, 85085
Tel: (602) 542-7121
FAX: (602) 542-4180

A Purchase Order, or other ordering document, will be acceptable. Allow four to six weeks for delivery.

All products are non-refundable, except if damaged in transit. Merchandise damaged in transit and shortages must be reported within 48 hours of receipt of shipment to the Merchandise Coordinator.

An invoice will be shipped with the merchandise. Payment is due within 30-calendar days of receipt of invoice.

4. Other Distribution

ASPB retains the right to sell its products throughout the State Parks system, as well as various other retail outlets.

Back to Agenda

'16 JAN 14 Liq. Dept AM11:22

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

Application for Liquor License
Type or Print with Black Ink

'16 FEB 2 Liq. Lic. AM 8:41

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

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

SECTION 3 Type of license **LICENSE #** 18123001

1. Type of License: Class 18

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

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Beres, Mark, Walter P1067809
   Last First Middle
2. Owner Name: Flying Leap Vineyards, Inc. B1048777
   (Ownership name for type of ownership checked on section 2)
3. Business Name: Flying Leap Vineyards B1035617
   (Exactly as it appears on the exterior of premises)
4. Business Location Address: 342 Elgin Rd., Elgin, AZ, 85611, Santa Cruz
   (Do not use PO Box) Street City State Zip Code County
5. Mailing Address: 16500 S. Creosote View Ln., Vail, AZ 85641
   (All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: 520 954-2935 Daytime Contact Phone: 520 954-2935
7. Email Address: markberes@msn.com
8. Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☑ No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☑ No
   If Yes, what City, Town or Tribal Reservation is this Business located in: _____
10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) $ _____

Department Use Only

Fees:				$
100.00				100.00
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees

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

Accepted by: SG Date: 2-2-16 License # 18123001

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

Date Printed: 3/8/2016 12:10
Prepared By: MONICA

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
Resolution No: 34410
Date Created: 3/8/2016 12:10 PM

Reason For Change:

Legal classification change from rental to owner occupied.

AS BILLED PARCEL ID: 10520147 AREA CODE 0101
ACCOUNT NUMBER: R000007255
PUC 0133-SFR-010-3
RURAL SUBDIV

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
0402I	54,296	10.00	0	5,430
0402L	4,298	10.00	0	430
Total	58,594		0	5,860

Full Cash	Valuation	%	Exempt	Net Assessed
0402I	54,324	10.00	0	5,432
0402L	4,300	10.00	0	430
Total	58,624		0	5,862

CHANGE TO PARCEL ID: 10520147 AREA CODE 0101
ACCOUNT NUMBER: R000007255
PUC 0133-SFR-010-3
RURAL SUBDIV

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
03I	54,324	10.00	0	5,432
03L	4,300	10.00	0	430
Total	58,624		0	5,862

Full Cash	Valuation	%	Exempt	Net Assessed
03I	54,324	10.00	0	5,432
03L	4,300	10.00	0	430
Total	58,624		0	5,862

Description As Billed
CHULA VISTA ESTATES LOT 40

MARTINEZ MIGUEL A
REYES KARLA R
20 MONTE VISTA
NOGALES, AZ 85621

Description Change To
CHULA VISTA ESTATES LOT 40

MARTINEZ MIGUEL A
REYES KARLA R
20 MONTE VISTA
NOGALES, AZ 85621

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