



# 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, October 5<sup>th</sup>, 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 29<sup>th</sup> day of September, 2016.

*Melinda Meek, Clerk  
Board of Supervisors*



# Board of Supervisors

## Santa Cruz County

MANUEL RUIZ  
District 1

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District 2

JOHN MAYNARD  
District 3

### A G E N D A

**October 5, 2016 at 9:30 a.m.**

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

**A. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

**B. ADOPTION OF AGENDA**

**C. CALL TO THE PUBLIC:**

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

**D. CURRENT EVENTS**

1. Board of Supervisors
2. Manager

**E. DEPARTMENT REPORTS AND ACTIVITIES**

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

**F. EXECUTIVE SESSION**

1. Pursuant to A.R.S. §38-431.03(A) (3) and (4), discussion and consultation with attorney for legal advice and in order to consider its position and instruct the County Manager, County Assessor and Counsel regarding Rio Rico Pacific v. Santa Cruz County TX2013-000706 and TX2015-000212 appeals (Req: County Attorney)

**G. FLOOD CONTROL**

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

**H. ACTION ITEMS**

1. Personnel, waive of hiring freeze and authorization to fill six vacant Detention Officer positions (Req: Sheriff)
2. Discussion/possible action to approve Agreement between the Santa Cruz County Chief Elected Official and the Santa Cruz County Workforce Development Board (Req: Mauricio Chavez)
3. Discussion/possible action to approve FY17 Victim Rights Grant Agreement (Req: County Attorney)
4. Discussion/possible action to approve Application for Special Event License: Friends of the Tubac Presidio and Museum, Inc. Tubac, AZ, 10/30/16 (Req: Clerk)
5. Demands
6. Approval of Minutes: 01/06/16
7. Discussion/possible action to instruct County Manager, County Assessor and Counsel regarding the Board of Supervisors position with regards to Rio Rico Pacific v. Santa Cruz County TX2013-000606 and TX2015-000212 appeals (Req: County Attorney)

**I. ADJOURNMENT**

**Posted: 9/29/16 at 3:33 p.m. by LT**

*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)

## CASH AND INVESTMENT REPORT

October 5, 2016

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	100	<b>GENERAL FUND</b>	\$ 1,666,237	\$ 71,608	6,239,507	\$ 7,905,744
225	101	J.P. #1 TIME PAYMENT FEES	45,096			45,096
245	102	J.P. #2 TIME PAYMENT FEES	(4,930)			(4,930)
262	103	J.C.E.F. COURT FEES	136,506			136,506
181	106	EXPED. CHILD SUPPORT & VISITATION	79,550			79,550
180	107	CLERK SUPERIOR COURT RETRIEVAL	81,061			81,061
182	108	SPOUSAL MAINTENANCE FUND	12,503			12,503
183	109	CHILD SUPPORT AUTOMATION FUND	1,853			1,853
125	110	PROSECUTION HIDTA (PIMA)	(77,282)			(77,282)
126	111	ATTORNEY'S DIVERSION PROGRAM	186			186
127	112	VICTIM RIGHTS NOTIFICATION	(1,522)			(1,522)
128	113	BAD CHECK COLLECTION	(2,349)			(2,349)
130	116	COST OF PROSECUTION	19		200	218
184	118	DOMESTIC REL. ED. MEDIATION FD	9,617			9,617
258	119	DOMESTIC REL. ED. CHILD ISSUES	163			163
185	122	NON IV-D CONVERSION FUND	707			707
259	125	FILL THE GAP (5%)	104,814			104,814
111	128	RETRIEVAL CONVERSION FUND	91,154		182,652	273,806
227	133	CIRCLES OF PEACE	4,758			4,758
203	134	LEPC GRANT	2,938			2,938
112	135	TAXPAYERS' INFORMATION FUND	59,668			59,668
204	137	PRE-DISASTER MITIGATION	0			0
205	139	DOMSTC PREP HAZRD MAT TRAINING	0			0
132	141	FILL THE GAP (ATTORNEY)	9,935			9,935
110	142	ASSESSOR'S RETRIEVAL	66,114			66,114
133	143	5% FTG ALLOC-C.A. 21.61%	29,769			29,769
206	144	EMERGENCY RESPONSE FUND	0			0
228	148	JUSTICE COURT #1 FARE FUND	7,557			7,557
151	151	FEDERAL PROGRAM INCOME-CA	(1,939)			(1,939)
154	154	ADHS OVERTIME 130435-01	0			0
615	155	CASE MANAGEMENT FUND	69,704			69,704
155	156	SLOT GRANT- COUNTY ATTORNEY	(10,158)			(10,158)
676	191	SCHOOL FOREST FEES FUND	11,874			11,874
677	192	EARLY LEARN-LEARNING TOGETHER	10,362			10,362
679	194	READING FIRST-TECH ASSISTANT	5,876			5,876
680	195	CAROL M WHITE - PHYSICAL ED GRANT	0			0
329	197	COMMISSARY FUND	97,642			97,642
117	198	SANTA CRUZ FAIR ASSOCIATION	0			0
257	203	LAW LIBRARY FUND	59,250			59,250
120	204	OLD COURTHOUSE FUND	(7,800)			(7,800)
<b>105</b>	<b>205</b>	<b>ROAD FUND</b>	<b>1,717,037</b>		<b>662,905</b>	<b>2,379,942</b>
625	206	WASTE TIRE GRANT (ADEQ)	109,278			109,278
600	207	ANIMAL CONTROL FUND	(73,607)			(73,607)
601	208	STERILIZATION ENFORCEMENT FUND	36,871			36,871
106	209	ADOT HOUSE BILL 2565	0			0
134	210	ANTI-RACKETEERING #2	(57,490)			(57,490)
135	211	A.C.J.C. PROSECUTION #20	(8,514)			(8,514)
136	212	RESTITUTION--VICTIM COMP	20,223			20,223
138	214	ATTY'S VICTIMS COMP. FUND	(4,944)			(4,944)
326	216	HIDTA 16	0			0
327	217	SHERIFF A.C.J.C. GRANT	(13,834)			(13,834)
139	219	ATTORNEY'S ENHANCEMENT FUND	(62,622)			(62,622)
282	221	JUVENILE PROBATION FEES	107,547		24,966	132,513
263	222	FARE PROGRAM FUND	467			467
280	223	FAMILY COUNSELING GRANT	11,770			11,770
308	224	ADULT PROBATION FEES	289,091		96,653	385,744
140	225	VICTIM ASSISTANCE GRANT	(3,510)			(3,510)
277	226	JCEF-STANDARD	0			0
302	227	JCEF-STATE AID ENHANCEMENT	0			0
281	228	JUVENILE DIVERSION FEES	90,139		3,767	93,906
311	229	JCEF-ADULT INTENSIVE PROBATION	0			0
275	230	PIC-ACT GRANT	2,921			2,921

300	231	COMMUNITY PUNISHMENT PROGRAM	15,072		15,072
274	232	JCEF-JUVENILE INTENSIVE PROB.	0		0
250	233	CASA PROGRAM FUND	(2,567)		(2,567)
273	234	JUVENILE INTENSIVE PROBATION	(1,984)		(1,984)
310	235	ADULT INTENSIVE PROBATION	(2,169)		(2,169)
276	236	STANDARD PROBATION	6,973		6,973
301	237	STATE AID ENHANCEMENT GRANT	13,654		13,654
304	238	DRUG ENFORCEMENT GRANT	0		0
312	239	PROBATION/PAROLE SERVICES	5,379	48,147	53,526
330	240	JAIL ENHANCEMENT GRANT	342,698		342,698
331	242	GOHS GRANT (SHERIFF)	(3,905)		(3,905)
332	243	VICTIM BILL OF RIGHTS	0		0
681	244	GOVERNOR'S HEALTHY FAMILY GRT	(6,843)		(6,843)
333	247	CJEF BURGLARY PREVENTION	0		0
683	249	JUVENILE EDUCATION FUND	(10,787)		(10,787)
370	250	HEALTH SERVICE FUND	(67,101)		(67,101)
141	264	F.B.I. SEIZURE GRANT	0	977	977
255	267	TRAFFIC CASE PROCESSING FUND	(6,829)		(6,829)
337	268	DOJ BULLET PROOF VEST FUNDING	0		0
377	269	BIO-TERRORISM GRANT	(63,948)		(63,948)
338	270	AATA LAW ENFORCEMENT GRANT	625		625
685	272	TITLE II-A	6,431		6,431
339	273	DUI ENFORCEMENT GRANT	0		0
686	274	TITLE I-D	(1,833)		(1,833)
142	276	AZ AUTO THEFT AUTHORITY (ATTY)	(12,503)		(12,503)
143/342	277	PROGRAM INCOME C.A. & METRO	24,398		24,398
689	280	PART B IDEA BASIC	4,686		4,686
690	281	CHEMICAL ABUSE	0		0
381	284	EBOLA AWARD	(9,199)		(9,199)
346	286	ACJC/JAG UNDER 10K	0		0
344	287	ANTI METH INITIATIVE	0		0
379	288	T.B. GRANT	(12,565)		(12,565)
283	290	JUV PROB SVC EXTRA FEES > \$40	19,924		19,924
307	291	ADULT PROB FEES INTRST COMP 30%	9,904		9,904
309	292	ADULT PROB SVC EXTRA FEES > \$40	115,237		115,237
691	299	COUNTY JAIL EDUCATION	58,597		58,597
254	300	COMMUNITY ADVISORY BOARD	23		23
306	301	ADULT PROBATION DRUG TESTING	21,187		21,187
278	302	DIVERSION CONSEQUENCES	614		614
279	303	JUV PROB SVC FUND TREATMENT	2,534		2,534
303	304	DRUG TREATMENT & EDUCATION FUND	4,598		4,598
254	305	JUVENILE COMMUNITY ADVISORY BRD	0		0
305	306	VICTIMS RIGHTS PROBATION	1,338		1,338
251	307	MODEL COURT, CRT IMPROVEMENT	3,069		3,069
253	308	CASE PROCESSING IV-D	0		0
252	309	D.E.S. IV-D	(30,751)		(30,751)
256	312	FTG-INDIGENT DEFENSE	4	26	29
626	313	SELF HHW/ABOP SITE	6,149		6,149
288	314	COMMUNITY SERVICE	387		387
287	315	JAIBG-JUV	209		209
290	319	JUVENILE DETENTION ALTERNATIVE INITIATIVES	5,000		5,000
260	321	5% FTG ALLOC-SUP CRT 57.37%	537,697		537,697
261	322	5% FTG ALLOC-IND DEF 20.53%	273,162		273,162
313	323	GLOBAL POSITIONING SYSTEM	0		0
800	332	EPA WETLANDS PROTECTION DEV	0		0
209	335	CITIZEN CORPS TRAIN #130405-01	0		0
<b>650</b>	<b>350</b>	<b>FLOOD CONTROL DISTRICT FUND</b>	<b>401,962</b>	<b>876,236</b>	<b>1,278,198</b>
950	351	FIRE DISTRICT SECONDARY FUND	18,318	(71,608)	18,318
352	352	BORDER SECURITY ENHANCEMENT	0		0
651	353	FLOOD CONTROL RESERVE FUND	41,451	16,776	58,228
354	354	ICE GRANT	(45,065)		(45,065)
355	355	OPERATION STONE GARDEN #999435	(645)		(645)
356	356	SLOT GRANT	0		0
357	357	TOHONO O'ODHAM (SO)	0		0
358	358	OPERATION STONE GARDEN #130433-01	1		1
359	359	OPERATION STONE GARDEN #140425	(12)		(12)
360	361	OPERATION STONE GARDEN #150417	(228,168)		(228,168)
725	365	PROFESSIONAL DEVELOPMENT GRANT	(11,621)		(11,621)
746	377	WIOA RAPID RESPONSE	(110)		(110)

727/728	380	WIOA YOUTH PROGRAM	(24,018)		(24,018)
729	381	WIOA GENERAL	506		506
731	383	LAND MANAGEMENT-WIA	0		0
732	384	WIOA/TANF SET A SIDE	(1,523)		(1,523)
733	385	DEPT OF EDUC. RECREATION GRANT	2,221		2,221
747	387	ADULT EDUCATION	(14,569)		(14,569)
739	393	WIOA ADULT	(15,516)		(15,516)
740	394	WIOA DISLOCATED WORKER	(17,962)		(17,962)
741	395	WIOA ADMINISTRATION	(13,078)		(13,078)
743	397	WORK INCENTIVE GRANT	0		0
400	408	APRON RECONSTRUCTION	(50,391)		(50,391)
490	415	CDBG PROJECTS	0		0
406	429	FY 2014 CDBG REGIONAL ACCOUNT	0		0
407	430	PHASE 1 - APRON DESIGN	0		0
451	431	RIO RICO RD IMPROVEMENT-CDBG	0		0
412	441	EVIRON ASSESSMENT-LAND ACQ	0		0
414	443	AIRPORT MASTER PLAN UPDATE	6,800		6,800
453	453	CDBG GORRION COURT	0		0
442	486	JAIL DIST CONSTRUCTION/BOND PROCEEDS	107,783	111,338	219,121
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,315	56,998	59,313
121	488	BUILDING DEBT SERVICE	261,839	52,790	314,629
<b>325</b>	<b>489</b>	<b>JAIL DISTRICT</b>	<b>266,215</b>	<b>302,420</b>	<b>568,635</b>
502	502	TOHONO O'ODHAM (LANDFILL)	0		0
210	503	HAZMAT CAPACITY BUILDING	(40,697)		(40,697)
500	540	LANDFILL	186,174		186,174
501	541	LANDFILL RESERVE FUND	382,235	995,909	1,378,144
602	602	OFFICER SAFETY EQUIPMENT-AC	2,322		2,322
704	659	IDEA BASIC/SECURE CARE (Z-220)	813		813
701	663	1ST CENT COM. LEARNING (Z-300)	2,460		2,460
706	664	TAYLOR GRAZING FEES (Z-395)	719		719
707	665	STATE CHEMICAL ABUSE (Z-430)	30		30
951	667	INDIRECT COSTS (Z-570)	(3,285)		(3,285)
699	676	SPECIAL SVCS 15-365 (Z-931)	268,582		268,582
953	677	SCC CONSORTIUM DUES (Z-834)	2,254		2,254
711	687	IDEA BASIC ADULT SECURE CARE	(1,319)		(1,319)
712	688	JUVENILE DETENTION LEARN	5,789		5,789
118	689	HAVA BLOCK GRANT	15,181		15,181
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	5,519		5,519
716	716	TEAM ANONYMOUS	6,713		6,713
717	717	ADOLESCENT WELLNESS NETWORK	11,668		11,668
718	718	DISTRICT #99-INSURANCE FUND	10,178		10,178
719	719	YOUTH CAREER CONNECT GRANT	(24,134)		(24,134)
720	720	HEALTHY STUDENTS	(9,120)		(9,120)
750	750	ADULT EDUCATION - ELAA STATE	(5,944)		(5,944)
751	751	ADULT EDUCATION - ELAA FEDERAL	(64,785)		(64,785)
752	752	CAREER & COLLEGE READINESS	0		0
753	753	ADULT EDUCATION - ABE/ASE STATE	(1,299)		(1,299)
756	756	WIOA TABE 9-10	(10,956)		(10,956)
759	759	WIOA POSTSECONDARY BRIDGE	(9,651)		(9,651)
186	956	EMANCIPATION ADMIN COSTS	66		66
248	974	COURT ENHANCEMENT FEE-JP #2	33,728		33,728
247	975	\$13 ASSESSMENT FUND-JP #2	6,447		6,447
231	976	COURT ENHANCEMENT FEE-JP #1	71,720		71,720
230	977	\$13 ASSESSMENT FUND-JP #1	33,552		33,552
353	978	OFFICER SAFETY EQUIPMENT-SO	31,356		31,356
148	981	DOMESTIC VIOLENCE STOP GRANT	(45,369)		(45,369)
107	985	PALO PARADO RAILROAD IMPROV	0		0
149	986	VICTIM SERVICES DONATIONS	1,201		1,201
229	987	INCREASING EFFICIENCY	13,469		13,469
289	988	JUV DIVERSION SVC FEES-OVER	7,686		7,686
351	992	FEDERAL PROGRAM INCOME-MTF	9,950		9,950
386	993	MEDICAL RESERVE CORP	22,743		22,743
246	995	JP 2 FARE PROGRAM	1,191		1,191
208	997	CITIZEN CORPS TRAIN #150406-02	(800)		(800)
383	998	IMMUNIZATION PROGRAM	0		0
264	999	STATE-FILL THE GAP FUND	0		0
<b>TOTALS FOR ALL FUNDS</b>			<b>7,569,442</b>	<b>9,672,268</b>	<b>\$ 17,241,710</b>
<b>SUSPENSE FUND (AMT. UNAPPORT.)</b>			<b>0</b>		

**PROJECTED END OF THE MONTH BALANCE  
FOR GENERAL FUND**

GENERAL FUND NET CASH BALANCE	1,666,237	
PENDING - REVENUE		
AUTO LIEU	80,000	
SALES TAX	150,000	
COUNTY 1/2 CENT TAX	175,000	
APPORTIONMENT AMOUNT	1,800,000	
LOTTERY	0	
PENDING - EXPENDITURES		
OCTOBER 5, 2016 EXPENSE WARRANTS	(224,827)	
OCTOBER 14, 2016 PAYROLL WARRANTS	(465,000)	
OCTOBER 19, 2016 EXPENSE WARRANTS	(250,000)	
OCTOBER 28, 2016 PAYROLL WARRANTS	(465,000)	
SPECIAL REVENUE DEFICIT	(1,203,522)	
STATE POOL INVESTMENT	6,239,507	
<b>ESTIMATED E.O.M. BALANCE</b>	<u><u>7,502,395</u></u>	
<b>DIFFERENCE</b>		1,393,467
<b>CASH AT OCTOBER 2015</b>	<u><u>6,108,928</u></u>	

Jesus J. Valdez, P.E.  
General Manager

FLOOD CONTROL DISTRICT  
AND  
FLOODPLAIN ADMINISTRATION

SANTA CRUZ COUNTY  
**Project Report**  
**By John Hays**

**September 8<sup>th</sup>, 2016, through October 5<sup>th</sup>, 2016**  
As of September 29, 2016

1. During the month, the ALERT System reported precipitation values ranging from 0.28 inches at the gauge at Red Mountain outside of Patagonia, to a high of 4.29 inches at the gauge at the Nogales Wash on Hohokam Drive.
2. As of midnight, September 28, 2016, the ALERT System reported totals for Monsoon 2016 ranging from 3.07 inches at Red Mountain, to a high of 14.45 inches at the Calabasas Canyon gauge site west of Nogales. Eleven inches is considered normal for the monsoon. The average currently for the County is approximately 10.6 inches.
3. District Staff has started a feasibility study to look into the possibility of creating a retention/detention structure upstream of Interstate 19 in the hopes of decreasing the floodplain downstream of I-10 along Western Avenue. District Staff has submitted the grant application and is working with the Arizona Division of Emergency Management to perfect the application. Application was submitted to the State of Arizona, who has forwarded it to FEMA for final review and consideration. FEMA did not select the project for funding. None of the projects in the Western US were apparently selected for funding. District Staff will continue to seek opportunities for funding the project.
4. It was brought to the attention of District Staff that a portion of the bank protections built back in 2001-2002 have partially failed. Staff is working to evaluate and make repairs. Staff may bring forward recommendations for a long term plan for improvements at a later date. Staff has meet with the engineering firm that designed the protection and they are currently evaluating what may have been the cause of the failure and are helping to look for funds for repair. Staff has prepared and submitted eGrants Application to fund the repairs and mitigation needed to repair and strengthen the bank protection. Staff has been informed that the project was not accepted, and is working to determine the best course of action to repair the protection.
5. District Staff is working on Notices of Intent (NOI) to try to seek funding for engineering and/or construction for multiple projects, to include the Nogalitos Detention Basin, Mariposa Detention Basin, Baffert Detention Basin, and Potrero Creek Wetland Restoration. District Staff was informed that the Nogalitos Detention Basin was selected as the first alternative for funding by the State. Last week, the State informed Staff that one of the first 10 projects had dropped out and

that we are now the 10<sup>th</sup> ranked project under the PDM and the application needs to be made by April 15<sup>th</sup>. The grant application has been submitted and District Staff is working with the Arizona Division of Emergency Management to perfect the application. Application has been revised and resubmitted. FEMA decided to not select the project for funding.

6. District Staff received six (6) Site Review Applications. One (1) of the applications were from the Town of Patagonia.
7. District Staff received six (6) Floodplain Use Permit applications. Four (4) of the applications were located within the City of Nogales.
8. District Staff reviewed the floodplain status of one-hundred one (142) properties during the past month. Twenty-six (26) of the properties was located within the City of Nogales. Three (3) of the properties were located in the Town of Patagonia.
9. District Staff received two (2) drainage complaint. None (0) of the complaints originated within the City of Nogales.
10. The Town of Patagonia had no report when this report was compiled.
11. The City of Nogales had no report when this report was compiled.

## DEPARTMENT STAFFING REQUEST

**DEPARTMENT:** Sheriff

**DATE NEEDED:** ASAP

The position requested is (check whichever applies)

- To fill the vacancies created by the resignation, promotion or re-assignment of Jorge Sihas, Jose Muzquiz, Marina Duran, Lluvia Garcia, Tomas Sanchez and Carlos Soto.
- To fill a new position

**POSITION TITLE:** Detention Officer

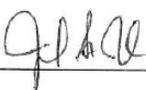
Position is:  Temporary Full Time       Temporary Part-Time  
 Permanent Full Time       Permanent Part-Time

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

**PERSONNEL REVIEW:**

Salary Range: 51 \$30,630

Budgeted Position:       Yes       No

Personnel Signature: \_\_\_\_\_ 

**BOARD OF SUPERVISOR'S ACTION:**

Agenda Date: \_\_\_\_\_

Approved:       Not Approved

In-House Advertising Dates: \_\_\_\_\_

Media Advertising Dates: \_\_\_\_\_



## Santa Cruz County Workforce Development

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

**FROM:** Jennifer St. John  
County Manager

**DATE:** October 5, 2016

**SUBJECT:** Santa Cruz County Chief Elected Official and Santa Cruz County Workforce Development Board Agreement

**STAFF RECOMMENDATION:**

Staff recommends approval of the Santa Cruz County Chief Elected Official and Santa Cruz County Workforce Development Board Agreement.

**BACKGROUND:**

The Workforce Innovation and Opportunity Act (WIOA) of 2014, Public Law 113-128, Section 107 and applicable WIOA Rules, mandate an agreement between the Santa Cruz County Chief Local Elected Official and the Local Workforce Development Board to provide and perform the obligations of WIOA to eligible residents and businesses of Santa Cruz County.

**FINANCIAL IMPLICATIONS:**

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

**PROPOSED MOTION:**

Move to approve the Santa Cruz County Chief Elected Official and Santa Cruz County Workforce Development Board Agreement.

# **Santa Cruz County**

## ***Chief Local Elected Official And Workforce Development Board Agreement***

**2016 - 2020**

**Santa Cruz County**  
**Chief Local Elected Official**  
**and**  
**Workforce Development Board**  
  
*Agreement*

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) of 2014, Public Law 113-128, Section 107 and applicable WIOA Rules, mandate an agreement between the Santa Cruz County Chief Local Elected Official (SCC CLEO) and the Workforce Development Board (SCC WDB), and

WHEREAS, in accordance with WIOA Section 106, Santa Cruz County was established and certified as a Local Workforce Area by the Governor of the State; and

WHEREAS, it describes the respective roles and responsibilities of both parties as prescribed in WIOA and WIOA Rules; and

WHEREAS, the SCC CLEO appoints the SCC WDB in accordance with WIOA; and

WHEREAS, the SCC WDB recommends policy and program strategies to the SCC-CLEO; and

WHEREAS, the parties desire to enter into an agreement to provide and perform the obligations of the WIOA to the eligible residents and businesses of Santa Cruz County; and

WHEREAS, this Agreement reflects State of Arizona WIOA Policy 02-2015:

WHEREAS, the SCC CLEO and SCC WDB hereby enter into a joint agreement to fulfill their obligations as prescribed in the WIOA; and

Now therefore, it is mutually agreed to the following:

**1. MEMBERSHIP**

**a. Term of Office**

The terms of the SCC WDB members shall be for three years, staggered terms with one third which may be reappointed or replaced annually. Since some of the SCC WDB Members were previously appointed under the Workforce Investment Act (WIA), the SCC CLEO may retain those members with their initial terms of office. Future appointments may be made to fill vacancies and/or to comply with WIOA and WIOA Rules.

**b. Nominations**

Potential SCC WDB business members are nominated by local business organizations, business trade associations and the SCC WDB composed of a business majority.

Labor representatives must be nominated by labor federations/organizations.

**c. Appointment**

The CLEO shall have sole authority to appoint SCC WDB members.

It is anticipated that the appointment by the SCC CLEO shall take place within sixty days of the recommendation for appointment by local business organizations, business trade associations and the SCC WDB composed of a business majority

Labor representatives must be nominated by labor federations/organizations.

The new member filling the vacancy shall represent the same sector as the outgoing member.

**d. Change in Status**

Any SCC WDB member that has a change in their original appointment representation status may be reappointed to the new status if the SCC CLEO desires.

**e. Midterm Appointment**

When a SCC WDB vacancy occurs during a member's term, the SCC CLEO shall appoint a qualified replacement to fill the vacancy. Potential SCC WDB members are nominated by local business organizations, business trade associations and the SCC WDB composed of a business majority.

Labor representatives must be nominated by labor federations/organizations.

**f. Vacancies:**

If a vacancy occurs otherwise than by expiration of term, the vacancy shall be filled by appointment by the CLEO for the unexpired portion of the term.

The CLEO shall appoint a qualified replacement to fill the vacancy. Potential SCC WDB Members are nominated by local business organizations, business trade associations and the SCC WDB composed of a business majority.

Labor representatives must be nominated by labor federations/organizations.

**g. Resignations and Removal**

Resignation by members may be submitted in writing, if possible, to the SCC WDB Chairman. An agenda item will be placed on the next SCC WDB meeting for the SCC WDB to "acknowledge" that member's resignation.

Removal of any member from the SCC WDB requires a review by the SCC WDB Executive Committee. Should the SCC WDB Executive Committee determine that it is in the best interest of the SCC WDB to remove a member; a recommendation for removal will be presented to the SCC WDB for official action to remove the member.

Ten days written notice must be provided to the member being considered for removal from the SCC WDB before a recommendation for removal is placed on a SCC WDB meeting agenda.

Notification will be given to the SCC CLEO of any actions taken to remove a member from the SCC WDB, and when any member submits a resignation.

**2. Relationships**

**a. Local Plan Development**

SCC WDB shall develop and submit the Santa Cruz County Local Plan consistent with WIOA, federal regulations, state policies, state plan, and other state administrative entity requirements, including a 30 day public comment period.

The Santa Cruz County Local Plan, once approved by the SCC WDB must be submitted to CLEO for approval.

#### **b. Budget and Approval**

The SCC WDB shall develop a budget for activities of the SCC WDB, consistent with the local plan and the duties of the board, subject to the approval of the SCC CLEO.

#### **c. Selection of Operators**

Selection of Operators and Providers. - The SCC WDB, with approval of the SCC CLEO shall designate or certify one-stop operator. Such selection shall adhere to Santa Cruz County Procurement Codes and policies.

Youth providers. - The SCC WDB shall identify eligible providers of training services and shall work with the State to ensure there are sufficient numbers and types of providers of career services and training service in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive employment for individuals with disabilities.

The SCC WDB, shall recommend to the SCC CLEO the Youth Service potential providers. The SCC CLEO must approve any Youth Service providers.

Such selection shall adhere to Santa Cruz County Procurement Codes and policies.

#### **d. Youth Activities**

The SCC WDB has established a Youth Committee which will:

- Provide input on model youth programs;
- Identify youth needs in Santa Cruz County;
- Coordinate with community organizations servicing out-of school youth and youth with disabilities;
- Act as a liaison with local schools to provide information on the youth services offered in Santa Cruz County; and
- Recommend to the SCC WDB youth services providers.

#### **e. Program Oversight**

The SCC WDB in partnership with the chief elected officials shall- conduct oversight for youth workforce activities, employment and training activities for dislocated workers, adults and the one-stop delivery system and to ensure appropriate management of the funds provided under WIOA.

**f. Performance Accountability**

The SCC WDB, chief elected official, and the Governor shall negotiate and reach agreement on local performance and accountability measures.

**g. Workforce Development Board Policies**

The SCC WDB will develop and adopt the necessary WDB Policies to carry out the requirements of the WIOA, Rules, requirements for compliance with state contract and state policies.

**h. Memorandum of Understanding**

As required by WIOA Section 121 (c) the SCC WDB with the agreement of the CLEO shall develop and enter into a memorandum of understanding between the SCC WDB and One-Stop Partners concerning the operation of the One-Stop Center System in Santa Cruz County.

**3. Authorized Signatures**

The SCC WDB is authorized to sign all documents requested and/or necessary to ensure the efficient effective delivery of services to job seekers and businesses in Santa Cruz County.

The SCC CLEO is authorized to sign all documents requested and/or necessary to ensure the efficient effective delivery of services to job seekers and businesses in Santa Cruz County.

**4. Amendments**

Amendments to these Bylaws may be necessary from time to time. Any proposed changes to the Bylaws must be presented to the members of the SCC WDB at a general meeting and approved by a vote of the SCC WDB at the following meeting. The amended Bylaws are then presented to the Boards of Supervisors for final approval. Each time the Bylaws are amended, a copy of the updated Bylaws will be distributed to all SCC WDB members, and Santa Cruz County Boards of Supervisors.

Either the-SCC CLO or SCC WDB may propose amendments to this agreement at any time. The entire agreement of the parties is contained herein and this agreement supersedes any and all prior oral agreements between the parties relating to the subject matter thereof.

## **5. Communications with Elected Officials**

The SCC WDB will communicate with the SCC CLEO via telephone, emails, memos, letters, celebrations and presentations as necessary.

## **6. Communications with the Public**

The SCC WDB will communicate with the Santa Cruz County public via public meetings, presentation, letters, web page and other electronic means available.

- a. The Santa Cruz County Local Area Plan will be made available to all WDB members, SCC Board of Supervisors, schools, business, Community Based and Faith Based Organizations and the general public via hard copies or electronic means, including the web site.
- b. A list and affiliation of SCC WDB members will be made available at the SCC One-Stop Office. Recognizing privacy issues private information will not be released.
- c. The selection of the SCC One-Stop operator will follow State of Arizona Statutes and Santa Cruz County Procurement policies. When a Request for Proposals is issued it is made public and distributed to potential bidders. The SCC WDB and SCC CLEO selection is open to the public via public notices and meetings opened to the public. SCC WDB follows the State of Arizona Open Meeting Laws.
- d. The SCC WDB does not award grants and contracts are issued only by Santa Cruz County. All Santa Cruz County procurement of services and goods will follow State of Arizona Statutes and Santa Cruz County Procurement policies. When a Request for Proposals is issued it is made public and distributed to potential bidders. The SCC WDB and Santa Cruz County Board of Supervisors selection process is open to the public via public notices and meetings opened to the public. SCC WDB follows the State of Arizona Open Meeting Laws.
- e. All SCC WDB meeting minutes are recorded and written minutes are provided for SCC WDB approval. The minutes of all approved minutes are maintained and made available to the public, upon request.
- f. SCC WDB Bylaws have been adopted and are consistent with WIOA and WIOA Rule 679.310(g). SCC WDB Bylaws are available at the Santa Cruz County One-Stop Office and made available to the public for review.

**Authorized Signatures**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Rudy Molera, Chair  
Santa Cruz County Board of Supervisors

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Arnold Quijada, Chair  
Santa Cruz County Workforce Development Board

9-14-16  
Date

## 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: September 28, 2016  
To: Santa Cruz County Board of Supervisors  
From: George Silva, Santa Cruz County Attorney

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**Subject:** Approval of FY 17 Victim Rights Grant Agreement.

**Recommendation:** Approve acceptance of the grant.

**Background:** The Santa Cruz County Attorney receives funds from the State of Arizona through the Attorney General's Office to provide statutorily mandated notification to victims of crime. These funds pay the salary of the staff person tasked with victim notification.

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

**Proposed Motion:** "Mr. Chairman, I move to approve the Fiscal Year 17 Victim's Rights Grant Agreement."



**State of Arizona**  
**Office of the Attorney General**  
**FY 2017 Victims' Rights Program**  
**AWARD AGREEMENT**  
**A.G. #: 2017-013**

RECIPIENT

<i>Name:</i>	Santa Cruz County Attorney's Office
<i>Contact:</i>	Charlene Laplante
<i>Address:</i>	2150 North Congress Drive, Nogales, AZ 85621
<i>Award Amount:</i>	\$32,000.00
<i>Purpose:</i>	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting County Attorney as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund.

This AGREEMENT is made this first day of July 2016, by and between the Arizona Attorney General, and the Santa Cruz County Attorney's Office, the "Contractor", to commence on July 1, 2016 and terminate June 30, 2017. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown \$32,000.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

- A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
- B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved \$32,000.00 award budget as follows:
  - Personnel: \$24,000.00 ERE/Benefits: \$8,000.00
  - Title: Victim Notification Clerk Percent: 100%
  - Consulting: \$0.00
  - Operating: \$0.00
  - Equipment: \$0.00
- C. To complete and submit, on or before August 11, 2017, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2017 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
- E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law
- F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 35-214 and 35-315.
- G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.
- H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.
- I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

- A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.
- B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
- C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.
- D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 11, 2017, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.
- E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- F. Any and all award funds not expended by June 30, 2017, will be returned to the Attorney General.
- G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

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

FOR THE ATTORNEY GENERAL:

\_\_\_\_\_  
 Jerry Connolly, Procurement Manager

\_\_\_\_\_  
 Date:

FOR THE CONTRACTOR:

\_\_\_\_\_  
 Rudy Molera

\_\_\_\_\_  
 Date:

\_\_\_\_\_  
 Rudy Molera Chairman

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
 Clerk of the Governing Board (if applicable)

\_\_\_\_\_  
 Date:

\_\_\_\_\_  
 Legal Counsel (if applicable)

\_\_\_\_\_  
 Date:



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

**FOR DLLC USE ONLY**

Event Date(s):
Event time start/end:
CSR:
License:

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

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

**IMPORTANT INFORMATION: This document must be fully completed or it will be returned.**

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

**SECTION 1** Name of Organization: Friends of the Tubac Presidio and Museum, Inc.

**SECTION 2** Non-Profit/IRS Tax Exempt Number: 46-2133238

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

- Charitable  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

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

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

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

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

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

**SECTION 7** Location of the Event: 1 Burruel Street, Tubac Arizona 85646

Address of Location: 1 Burruel Street, Tubac Arizona 85646

Street	City	COUNTY	State	Zip
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**SECTION 8** Will this be stacked with a wine festival/craft distiller festival?  Yes  No

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

1. Applicant: Walsh Thomas Kevin 08/12/1954

Last	First	Middle	Date of Birth
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2. Applicant's mailing address: 2027 W Calle Guatamote Green Valley AZ 85622

Street	City	State	Zip
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3. Applicant's home/cell phone: (480) 289-0046 Applicant's business phone: (520) 398-2252

4. Applicant's email address: tom@tubacpresidio.org