



Board of Supervisors

Santa Cruz County

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

PUBLIC NOTICE OF MEETING

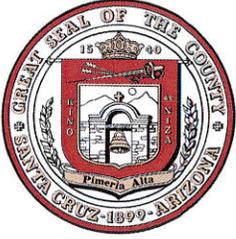
Notice is hereby given, pursuant to A.R.S. 38-431.02, that the Board of Supervisors of Santa Cruz County, State of Arizona, will hold a **REGULAR MEETING** at **9:30 a.m.**, on **WEDNESDAY, October 19th, 2016** at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

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 13th day of October, 2016.

*Melinda Meek, Clerk
Board of Supervisors*



Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

JOHN MAYNARD
District 3

AMENDED 10/17/16

A G E N D A

October 19, 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 its Counsel regarding pending litigation in TX2015-000240 (Req: County Attorney)
2. 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 and Counsel regarding settlement of the Ricardo Ugarte Merit Appeals (Req: County Attorney)
3. 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 and Counsel regarding Vasquez-Cordero v. Santa Cruz County Attorney, et. al. CV13-00009-PHX-DCB (Req: County Manager)

G. JAIL DISTRICT

ACTION TAKEN

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

H. ACTION ITEMS

1. Personnel, waive of hiring freeze and authorization to fill vacant:
 - a. Sanitarian/Environmental Health Specialist position (Req: Jeff Terrell)
 - b. Property/Collection Specialist position (County Attorney)
2. Personnel, waive of hiring freeze, authorization to create and fill:
 - a. Animal Control Supervisor position (Req: Jose Peña)
 - b. County Surveyor position-HURF funded (Req: Jesus Valdez)
3. Discussion/possible action to approve Certificate of Removal and Abatement of Taxes and/or Penalty: (Req: Liz Gutfahr, Treasurer)
 - a. Tax ID #995011357-Farm Credit Leasing Service, \$1,904.95
 - b. Tax ID #201100107-Farm Credit Leasing Service, \$9,147.22
4. Discussion/possible action to approve Resolution No. 2016-16 agreeing to act as fiscal agent for a Pascua Yaqui Tribe Grant if awarded to Mariposa Community Health Center, an Arizona Corporation (Req: Jennifer St. John)

5. Discussion/possible action to approve and authorize execution of a Grant-In-Aid Fiscal Agent Agreement with the Tohono O'odham Nation and the Mariposa Community Health Center for the Patient Transportation Grant Project (Req: Jennifer St. John)
6. Discussion/possible action to approve Governor's Office of Highway Safety Contracts 2017-AL-040, 2017-OP-014, 2017-PT-053, 2017-PT-054 (Req: Sheriff)
7. Discussion/possible action to approve Award Agreement from Attorney General for Victims Rights Program FY2017-053 (Req: Sheriff)
8. Discussion/possible action to approve Intergovernmental Agreement with Nogales Unified School District #1 for the use of Santa Cruz County equipment (Req: Jennifer St. John)
9. Discussion/possible action to approve Resolution #2016-12 cancelling certain School District Elections for the 11/8/16 General Election and appointing all candidates that filed (Req: Clerk/Elections Director)
10. Discussion/possible action to approve Resolution #2016-13 cancelling the Nogales Suburban and Rio Rico Fire District Elections for the 11/8/16 General Election and appointing candidates that filed (Req: Clerk/Elections Director)
11. Discussion/possible action to approve Resolution #2016-14 cancelling the Patagonia Elementary School District #6 Election (2-year term) for the 11/8/16 General Election and declaring a vacancy (Req: Clerk/Elections Director)
12. Discussion/possible action to approve Resolution #2016-15 cancelling the Three Canyons Domestic Water Improvement District (DWID) Board Election for the 11/8/16 General Election and appointing candidates that filed (Req: Clerk/Elections Director)
13. Discussion/possible action: request recommendation of approval of Application for Liquor License, Firefly Restaurant, Amado (Req: Clerk)
14. Discussion/possible action to approve Application for Special Event License: Wisdom Sports & Scholars, Tubac, 11/4/16, 11/5/16, 11/6/16 (Req: Clerk)
15. Discussion/possible action: request recommendation of approval of Wine Festival License Applications, Elgin, 11/12/16: (Req: Clerk)
 - a. Village of Elgin Winery
 - b. Elgin Distillery
 - c. Hannah's Hill Vineyards
 - d. Wilhelm Family Vineyards
 - e. Lightning Ridge Cellars
 - f. Charron Vineyards
 - g. Callaghan Vineyards
 - h. Manning & Manning Inc.
 - i. Arizona Hops and Vines, LLC
16. Tax Valuation Adjustments: (Req: Assessor)
 - a. 105-22-148 - Dexter Real Estate Inc., Resolution No. 34474
 - b. 105-22-145 - Dexter Real Estate Inc., Resolution No. 34478
 - c. 153-01-053 - Hernandez Alfonso Urtiz, Hernandez Eduardo Urtiz, Resolution No. 34475
 - d. 153-01-053 - Hernandez Alfonso Urtiz, Hernandez Eduardo Urtiz, Resolution No. 34476
 - e. 153-01-053 - Hernandez Alfonso Urtiz, Hernandez Eduardo Urtiz, Resolution No. 34477
 - f. 102-01-052 - Bernal Lourdes, Resolution No. 34480
 - g. 105-22-038 - Blaxerna Inc c/o Remax Associates, Resolution No. 34479
 - h. P201100107 - Farm Credit Leasing Services Corp, Resolution No. 34491
 - i. P201100107 - Farm Credit Leasing Services Corp, Resolution No. 34490
 - j. P201100107 - Farm Credit Leasing Services Corp, Resolution No. 34484
17. Demands
18. Approval of Minutes: 01/20/16
19. Discussion/possible action to instruct Counsel regarding the Board of Supervisors position with regards to the pending litigation in TX2015-000240 Solar City V. ADOR Litigation (Req: County Attorney)
20. Discussion/possible action to instruct County Manager and Counsel regarding the Board of Supervisors position with regards to settlement of the Ricardo Ugarte Merit Appeals (Req: County Attorney)

21. Discussion/possible action to instruct County Manager and Counsel regarding the Board of Supervisors position with regards to settlement of Vasquez-Cordero v. Santa Cruz County Attorney, et. al. CV13-00009-PHX-DCB (Req: County Manager)
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I. ADJOURNMENT

Posted: 10/17/16 at 4:00 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 19, 2016

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	100	GENERAL FUND	\$ 2,120,524	\$ 71,608	6,239,507	\$ 8,360,031
225	101	J.P. #1 TIME PAYMENT FEES	46,805			46,805
245	102	J.P. #2 TIME PAYMENT FEES	(4,725)			(4,725)
262	103	J.C.E.F. COURT FEES	137,308			137,308
181	106	EXPED. CHILD SUPPORT & VISITATION	79,905			79,905
180	107	CLERK SUPERIOR COURT RETRIEVAL	81,830			81,830
182	108	SPOUSAL MAINTENANCE FUND	12,594			12,594
183	109	CHILD SUPPORT AUTOMATION FUND	1,854			1,854
125	110	PROSECUTION HIDTA (PIMA)	(83,030)			(83,030)
126	111	ATTORNEY'S DIVERSION PROGRAM	186			186
127	112	VICTIM RIGHTS NOTIFICATION	(2,924)			(2,924)
128	113	BAD CHECK COLLECTION	(1,489)			(1,489)
130	116	COST OF PROSECUTION	19		200	218
184	118	DOMESTIC REL. ED. MEDIATION FD	9,727			9,727
258	119	DOMESTIC REL. ED. CHILD ISSUES	637			637
185	122	NON IV-D CONVERSION FUND	707			707
259	125	FILL THE GAP (5%)	112,647			112,647
111	128	RETRIEVAL CONVERSION FUND	92,288		182,652	274,940
227	133	CIRCLES OF PEACE	3,800			3,800
203	134	LEPC GRANT	2,938			2,938
112	135	TAXPAYERS' INFORMATION FUND	60,146			60,146
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	66,012			66,012
133	143	5% FTG ALLOC-C.A. 21.61%	28,526			28,526
206	144	EMERGENCY RESPONSE FUND	0			0
228	148	JUSTICE COURT #1 FARE FUND	7,557			7,557
151	151	FEDERAL PROGRAM INCOME-CA	(1,898)			(1,898)
154	154	ADHS OVERTIME 130435-01	0			0
615	155	CASE MANAGEMENT FUND	66,500			66,500
155	156	SLOT GRANT- COUNTY ATTORNEY	(10,159)			(10,159)
676	191	SCHOOL FOREST FEES FUND	11,486			11,486
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	61,291			61,291
120	204	OLD COURTHOUSE FUND	(7,885)			(7,885)
105	205	ROAD FUND	1,904,666		662,905	2,567,571
625	206	WASTE TIRE GRANT (ADEQ)	133,429			133,429
600	207	ANIMAL CONTROL FUND	(68,896)			(68,896)
601	208	STERILIZATION ENFORCEMENT FUND	35,299			35,299
106	209	ADOT HOUSE BILL 2565	0			0
134	210	ANTI-RACKETEERING #2	(62,251)			(62,251)
135	211	A.C.J.C. PROSECUTION #20	(5,426)			(5,426)
136	212	RESTITUTION--VICTIM COMP	20,262			20,262
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	(15,090)			(15,090)
139	219	ATTORNEY'S ENHANCEMENT FUND	(69,255)			(69,255)
282	221	JUVENILE PROBATION FEES	107,727		24,966	132,692
263	222	FARE PROGRAM FUND	467			467
280	223	FAMILY COUNSELING GRANT	11,770			11,770
308	224	ADULT PROBATION FEES	293,875		96,653	390,529
140	225	VICTIM ASSISTANCE GRANT	(2,805)			(2,805)
277	226	JCEF-STANDARD	0			0
302	227	JCEF-STATE AID ENHANCEMENT	0			0
281	228	JUVENILE DIVERSION FEES	90,374		3,767	94,140
311	229	JCEF-ADULT INTENSIVE PROBATION	0			0
275	230	PIC-ACT GRANT	(6,981)			(6,981)

300	231	COMMUNITY PUNISHMENT PROGRAM	11,687		11,687
274	232	JCEF-JUVENILE INTENSIVE PROB.	0		0
250	233	CASA PROGRAM FUND	(4,741)		(4,741)
273	234	JUVENILE INTENSIVE PROBATION	(8,821)		(8,821)
310	235	ADULT INTENSIVE PROBATION	(13,858)		(13,858)
276	236	STANDARD PROBATION	3,901		3,901
301	237	STATE AID ENHANCEMENT GRANT	3,144		3,144
304	238	DRUG ENFORCEMENT GRANT	0		0
312	239	PROBATION/PAROLE SERVICES	5,380	48,147	53,527
330	240	JAIL ENHANCEMENT GRANT	339,022		339,022
331	242	GOHS GRANT (SHERIFF)	(3,905)		(3,905)
332	243	VICTIM BILL OF RIGHTS	0		0
681	244	GOVERNOR'S HEALTHY FAMILY GRT	(14,024)		(14,024)
333	247	CJEF BURGLARY PREVENTION	0		0
683	249	JUVENILE EDUCATION FUND	(12,921)		(12,921)
370	250	HEALTH SERVICE FUND	(77,999)		(77,999)
141	264	F.B.I. SEIZURE GRANT	0	977	977
255	267	TRAFFIC CASE PROCESSING FUND	(7,989)		(7,989)
337	268	DOJ BULLET PROOF VEST FUNDING	0		0
377	269	BIO-TERRORISM GRANT	(45,252)		(45,252)
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)	968		968
143/342	277	PROGRAM INCOME C.A. & METRO	24,813		24,813
689	280	PART B IDEA BASIC	4,686		4,686
690	281	CHEMICAL ABUSE	0		0
381	284	EBOLA AWARD	(8,927)		(8,927)
346	286	ACJC/JAG UNDER 10K	0		0
344	287	ANTI METH INITIATIVE	0		0
379	288	T.B. GRANT	(13,565)		(13,565)
283	290	JUV PROB SVC EXTRA FEES > \$40	19,935		19,935
307	291	ADULT PROB FEES INTRST COMP 30%	9,923		9,923
309	292	ADULT PROB SVC EXTRA FEES > \$40	115,294		115,294
691	299	COUNTY JAIL EDUCATION	57,966		57,966
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	(4,444)		(4,444)
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	(32,143)		(32,143)
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%	537,212		537,212
261	322	5% FTG ALLOC-IND DEF 20.53%	273,176		273,176
313	323	GLOBAL POSITIONING SYSTEM	0		0
800	332	EPA WETLANDS PROTECTION DEV	0		0
209	335	CITIZEN CORPS TRAIN #130405-01	0		0
650	350	FLOOD CONTROL DISTRICT FUND	543,180	876,236	1,419,417
950	351	FIRE DISTRICT SECONDARY FUND	48,930	(71,608)	48,930
352	352	BORDER SECURITY ENHANCEMENT	0		0
651	353	FLOOD CONTROL RESERVE FUND	98,522	16,776	115,298
354	354	ICE GRANT	(52,292)		(52,292)
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	(238,360)		(238,360)
725	365	PROFESSIONAL DEVELOPMENT GRANT	(12,031)		(12,031)
746	377	WIOA RAPID RESPONSE	1		1

727/728	380	WIOA YOUTH PROGRAM	(11,929)		(11,929)
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	(9,049)		(9,049)
739	393	WIOA ADULT	(14,352)		(14,352)
740	394	WIOA DISLOCATED WORKER	(13,604)		(13,604)
741	395	WIOA ADMINISTRATION	(10,863)		(10,863)
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	107,825	111,338	219,163
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336	56,998	59,334
121	488	BUILDING DEBT SERVICE	261,818	52,790	314,609
325	489	JAIL DISTRICT	413,047	302,420	715,468
502	502	TOHONO O'ODHAM (LANDFILL)	0		0
210	503	HAZMAT CAPACITY BUILDING	(42,046)		(42,046)
500	540	LANDFILL	178,111		178,111
501	541	LANDFILL RESERVE FUND	362,516	995,909	1,358,425
602	602	OFFICER SAFETY EQUIPMENT-AC	2,338		2,338
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)	(3,835)		(3,835)
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	(1,615)		(1,615)
712	688	JUVENILE DETENTION LEARN	5,215		5,215
118	689	HAVA BLOCK GRANT	15,182		15,182
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	5,519		5,519
716	716	TEAM ANONYMOUS	6,622		6,622
717	717	ADOLESCENT WELLNESS NETWORK	11,669		11,669
718	718	DISTRICT #99-INSURANCE FUND	10,178		10,178
719	719	YOUTH CAREER CONNECT GRANT	(21,898)		(21,898)
720	720	HEALTHY STUDENTS	(22,631)		(22,631)
750	750	ADULT EDUCATION - ELAA STATE	(8,393)		(8,393)
751	751	ADULT EDUCATION - ELAA FEDERAL	(23,369)		(23,369)
752	752	CAREER & COLLEGE READINESS	0		0
753	753	ADULT EDUCATION - ABE/ASE STATE	(1,724)		(1,724)
756	756	WIOA TABE 9-10	(13)		(13)
759	759	WIOA POSTSECONDARY BRIDGE	0		0
186	956	EMANCIPATION ADMIN COSTS	66		66
248	974	COURT ENHANCEMENT FEE-JP #2	34,510		34,510
247	975	\$13 ASSESSMENT FUND-JP #2	6,447		6,447
231	976	COURT ENHANCEMENT FEE-JP #1	73,987		73,987
230	977	\$13 ASSESSMENT FUND-JP #1	33,554		33,554
353	978	OFFICER SAFETY EQUIPMENT-SO	31,957		31,957
148	981	DOMESTIC VIOLENCE STOP GRANT	(37,811)		(37,811)
107	985	PALO PARADO RAILROAD IMPROV	0		0
149	986	VICTIM SERVICES DONATIONS	558		558
229	987	INCREASING EFFICIENCY	13,469		13,469
289	988	JUV DIVERSION SVC FEES-OVER	7,782		7,782
351	992	FEDERAL PROGRAM INCOME-MTF	10,194		10,194
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
TOTALS FOR ALL FUNDS			8,600,194	9,672,268	\$ 18,272,462
SUSPENSE FUND (AMT. UNAPPORT.)			0		

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

GENERAL FUND NET CASH BALANCE	2,120,524	
PENDING - REVENUE		
AUTO LIEU	80,000	
SALES TAX	150,000	
COUNTY 1/2 CENT TAX	175,000	
APPORTIONMENT AMOUNT	1,300,000	
LOTTERY	0	
PENDING - EXPENDITURES		
OCTOBER 19, 2016 EXPENSE WARRANTS	(232,702)	
OCTOBER 28, 2016 PAYROLL WARRANTS	(465,000)	
SPECIAL REVENUE DEFICIT	(1,177,368)	
STATE POOL INVESTMENT	6,239,507	
ESTIMATED E.O.M. BALANCE	<u>8,189,962</u>	
DIFFERENCE		1,164,381
CASH AT OCTOBER 2015	<u>7,025,581</u>	

PROBATION DEPARTMENT SANTA CRUZ COUNTY

Thomas Fink
Presiding Superior Court Judge



Primitivo Romero III
Chief Probation Officer

To: Board of Supervisors

From: Primitivo Romero III

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

Date: October 4, 2016

Subject: We have two vacant full-time time detention officer positions within our Juvenile Detention Services Division.

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

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

I have a meeting in Tucson on Wednesday, October 19, 2016. I will be asking Luis B. Fimbres, our Chief Deputy, to attend your meeting so that he may answer any questions you may have relating to this request.

Thank you for your time and consideration in this matter.

Santa Cruz County

Department Staffing Request –

Department _____ Probation _____ Date needed: as soon as possible

The position requested is (check whichever applies)

 X to fill two vacant detention officer positions

_____ a new position

Position Title Detention Officer Source of Funding Jail District

Positions are _____ Temporary Full Time _____ Temporary Part-Time

 X Permanent Full Time (both) _____ Permanent Part-Time

Benefits (if grant Funded)? X Yes _____ No

Is new job description required? _____ Yes X No

Personnel Review

Salary Range 51 Entry Level Salary \$30,630

Budgeted Position X Yes _____ No

Personnel Signature 

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

Santa Cruz County

Department Staffing Request

Department ENVIRONMENTAL HEALTH Date needed ASAP

The position requested is (check whichever applies)

to fill a vacancy created by PROMOTION

a new position

Position Title SANITARIAN / ENVIRONMENTAL HEALTH SPECIALIST Source of Funding 370-52-30

Position is Temporary Full Time Temporary Part-Time

Permanent Full Time Permanent Part-Time

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

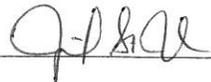
Is new job description required? Yes No

PUBLISH IN-HOUSE & THEIR WEBSITE & NEWSPAPER

Personnel Review

Salary Range 64 Entry Level Salary \$42,224

Budgeted Position Yes No

Personnel Signature 

Board of Supervisor's Action:

Agenda Date: _____

Approved Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

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: October 12, 2016
To: Santa Cruz County Board of Supervisors
From: George Silva, Santa Cruz County Attorney

Subject: Waiver of hiring freeze to Property Collections Specialist.

Recommendation: Approve waiver of the hiring freeze.

Background: The Property/Collections Specialist has been open since a resignation in 2014 and we are requesting to fill the position.

Financial Implications: The position will be funded through general fund money in the County Attorney's Budget. Ms. St. John has approved the request.

Proposed Motion: "Mr. Chairman, I move to waive the hiring freeze and allow the County Attorney to fill the vacant property/collection specialist position."

Santa Cruz County

Department Staffing Request

Department County Attorney

Date needed 10-19-16

The position requested is (check whichever applies)

XXXX to fill a vacancy created by a resignation.

_____ a new position

Position Title Property/Collection Specialist

Source of Funding general fund

Position is _____ Temporary Full Time

_____ Temporary Part-Time

XXXX Permanent Full Time

_____ Permanent Part-Time

Benefits (if grant Funded)? _____ Yes _____ No

Is new job description required? _____ Yes XX No

Personnel Review

Salary Range \$ 59

Entry Level Salary \$37,317

Budgeted Position XX Yes _____ No

Personnel Signature 

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

INTEROFFICE MEMORANDUM

TO: BOARD OF SUPERVISORS
FROM: JOSE L. PEÑA, SUPERVISOR ANIMAL CARE AND CONTROL
SUBJECT: APPROVAL TO CREATE NEW SUPERVISOR POSITION
CC: JENNIFER ST. JOHN, COUNTY MANAGER

RECOMMENDATION:

STAFF RECOMMENDS THAT THE BOARD CREATE ANOTHER ANIMAL CONTROL SUPERVISOR POSITION.

BACKGROUND:

THIS WILL NOT BE A NEWLY ACQUIRED POSITION AS THE CREATION OF THE NEW SUPERVISOR POSITION WILL BE FROM AN OFFICER WITHIN THE DEPARTMENT.

FINANCAL IMPLICATIONS:

APPROXIMATELY \$1,570.00 ANNUALLY AND THE CITY OF NOGALES WILL BE PAYING HALF OF THE COST.

PROPOSED MOTION:

MOVE TO APPROVE THE CREATION AND WAIVE OF HIRING FREEZE AND AUTHORIZE THE APPROVAL OF A NEW ANIMAL CONTROL SUPERVISOR POSITION.

Santa Cruz County

Department Staffing Request

Department Animal Care and Control Date needed 10-19-2016

The position requested is (check whichever applies)

_____ to fill a vacancy created by _____

X a new position

Position Title Supervisor Source of Funding X600-55-40

Position is _____ Temporary Full Time _____ Temporary Part-Time

X Permanent Full Time _____ Permanent Part-Time

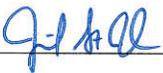
Benefits (if grant Funded)? _____ Yes _____ No

Is new job description required? _____ Yes X No

Personnel Review

Salary Range 52 Entry Level Salary 31,395.00

Budgeted Position X Yes _____ No

Personnel Signature 

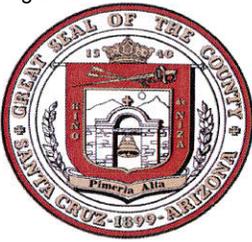
Board of Supervisor's Action:

Agenda Date: _____

_____ Approved _____ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____



**SANTA CRUZ COUNTY
PUBLIC WORKS DEPARTMENT
General Session: October 19, 2016**

To: Board of Supervisors
From: Jesus Valdez, P.E., Public Works Director
Through: Jennifer St. John, County Manager
Date: October 12, 2016

Subject: Personnel, waive of hiring freeze and authorization to create the position of County Surveyor

Recommendation: Waive the hiring freeze, and authorize Public Works to create the position of County Surveyor

Background: The Public Works Department is looking for authorization to create the position of County Surveyor. The position will oversee projects, survey, and Right-of Way related task.

Financial Implications: The positions are funded through HURF revenues

Proposed Motions: “Mr. Chairman, I move to waive the personnel hiring freeze and authorize Public Works to create the position of County Surveyor”

Attachments:

Santa Cruz County, AZ

Job Description
Class Code: 502

COUNTY SURVEYOR (Project Manager)

Definition:

Under general direction, directs survey, administrative and supervisory work in the overall design, program development, construction, operation and maintenance of various public works and utilities projects, facilities and programs.

Essential Functions:

(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge's, skills, and other characteristics. This list of tasks is **ILLUSTRATIVE ONLY**, and is not a comprehensive listing of all functions and tasks performed by positions in this class.)

Tasks:

Supervises, trains and evaluates professional, technical and support staff; Plans, organizes, controls, manages and participates in professional land surveying activities and provides professional services to other county departments and a variety of outside agencies in support of the statutory requirements of the county engineer; Develops and maintains the official County land survey records Reviews and certifies section staff and contracted survey work; Conducts highly complex or sensitive land surveys and resolves difficult technical problems for assigned survey crews; serves as technical resource on interdepartmental committees. Maintains or ensures staff maintenance of security and confidentiality of information created or encountered in the performance of duties.

Directs and administers major departmental policies that include planning long-term programs and making difficult technical decisions. Provides executive level policy advice and performs administrative work in maintaining active liaison with organizations having Capital Improvement Program Interests which includes reviewing and approving related construction plans and bids, consultant agreements, change orders and federal aid budgeting.

Initiates grant applications for the Heritage Fund, ADOT and other state and federal funds; monitors approved grants, including ensuring that proper forms are completed, documentation requirements are met, and deadlines are honored; plans, organizes, and monitors the work in progress for landfill operations, roads, vehicle maintenance; oversees office functions, including the documentation of grant funded projects, procurement of goods and services, and general clerical support for the Public Works Department; receives and responds to citizen complaints and requests on a daily basis; meets with field crews on specific projects to ensure clear communications as to process and procedure to be followed.

Knowledge, Skills, and Other Characteristics:

- Knowledge of principles, practices, methods, techniques and instruments of land surveying, mathematics and physical sciences;
- Knowledge of County, State, and Federal laws, rules and regulations laws, regulations and ordinances pertaining to the County engineer's responsibilities for land surveying;
- Knowledge of principles and practices of civil engineering as applied to planning, design, and construction of public works facilities and projects.
- Knowledge of materials, methods and inspection techniques employed in public works construction and engineering, maintenance and operation of public works and utilities projects.

Santa Cruz County, AZ

Job Description
Class Code: 502

COUNTY SURVEYOR (Cont'd)
(Project Manager)

- Knowledge of GIS, Surveying, GPS and CAD systems
- Skill in developing long and short-term plans and programs to make major policy decisions on complex administrative or operational activities of the Department.
- Skill in preparing and understanding comprehensive and technical reports, conducting research work and in writing technical reports.
- Skill applying land surveying and engineering principles and techniques to complex technical and professional field and office problems;
- Skill in interpreting and using engineering plans, maps, specifications and survey field notes;
- Skill in working cooperatively with various levels of County and Departmental staff, elected officials, State and Federal agencies, and the general public.
- Skill in working with property owners, contractors, developers, and the general public to affect satisfactory relationships.
- Skill in planning, assigning, and supervising work of office and field personnel.

Physical Requirements and Work Environment:

Work is performed in a variety of weather conditions with exposure to the outdoor elements. There is a need to stand, stoop, walk, and lift heavy objects (over 50 lbs) during the course of the workday. Requires the use of a County vehicle on County business. Individuals must be capable of operating the vehicles safely.

Qualifications:

(1) A Bachelor's degree from an accredited college or university with a major in civil engineering, architecture, planning, landscape architecture and four years of professional land surveying experience plus two years of supervisory experience, which may be concurrent with the required professional experience.

OR:

(2) Eight years of progressively responsible professional land surveying experience, including at least two years of experience supervising multiple land survey crews and/or administering land survey contracts.

Santa Cruz County

Department Staffing Request

Department: Public Works Date needed: October 19, 2016

The position requested is (check whichever applies)

To fill a vacancy created by a _____

A new position

Position Title: County Surveyor Source of Funding: HURF

Position is: Temporary Full Time Temporary Part-Time

Permanent Full Time Permanent Part-Time

Benefits (if grant funded)? Yes No

Is new job description required? Yes No

Personnel Review

Salary Range: \$52,729- \$71,186 Entry Level Salary \$52,729

Budgeted Position Yes No

Personnel Signature 

Board of Supervisor's Action:

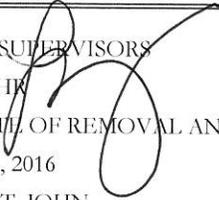
Agenda Date: _____

Approved Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

INTEROFFICE MEMORANDUM

TO: BOARD OF SUPERVISORS
FROM: LIZ GUTFAHR 
SUBJECT: CERTIFICATE OF REMOVAL AND ABATEMENT OF TAXES AND/OR PENALTY
DATE: OCTOBER 7, 2016
CC: JENNIFER ST. JOHN

Recommendation:

Staff recommends that the Board approve Certificate of Removal and Abatement of Taxes and/or Penalty for Tax Identification Numbers 995011357 and 201100107

Background:

Improvement double assessed with parcel number 108-07-054.

The total amount to be abated for both Tax Identification Numbers is \$11,052.17.

Proposed Motion:

Move to approve the Certificate of Removal and Abatement of Taxes and/or Penalty.

LIZ GUTFAHR
Treasurer
MARIA ACUÑA
Chief Deputy

County Treasurer Santa Cruz County

P.O. Box 1150
Nogales, Arizona 85628
Tel. (520) 375-7980
Extension 7967
TDD (520) 761-7816

Chairman Board of Supervisors
Santa Cruz County
Nogales, Arizona

Dear Sirs(s): Ref: ARS. 42-18353---Treasurer's Motion for Abatement of Back Taxes
And Penalties due:

For: FARM CREDIT LEASING SERVICE

Certificate of Removal and Abatement of Taxes and/or Penalty

Description of Property: 7300-CM FURN/FIX/MACH/EQUIP

Tax Identification Number or Parcel Number 995011357

Tax Year(s):2010 Taxes Amount of Tax: \$1,904.95 Penalty 0.00 Fees 0.00

Reason for the motion to abate taxes: Improvement Double Assessed with Parcel
108-07-054

The amount of \$1,904.95 in taxes and: \$0.00 for penalty
Shall forever be abated for the tax year(s) 2010 taxes and is
final and effective.

Chairman, Board of Supervisors
Date _____

Action brought on at a regular meeting of the Santa Cruz County Board of Supervisor,
State of Arizona dated on _____.



LIZ GUTFAHR
Treasurer
MARIA ACUÑA
Chief Deputy

County Treasurer Santa Cruz County

P.O. Box 1150
Nogales, Arizona 85628
Tel. (520) 375-7980
Extension 7967
TDD (520) 761-7816

Chairman Board of Supervisors
Santa Cruz County
Nogales, Arizona

Dear Sirs(s): Ref: ARS. 42-18353---Treasurer's Motion for Abatement of Back Taxes
And Penalties due:

For: FARM CREDIT LEASING SERVICE

Certificate of Removal and Abatement of Taxes and/or Penalty

Description of Property: 7300-CM FURN/FIX/MACH/EQUIP

Tax Identification Number or Parcel Number: 201100107

Tax Year(s):2011 Taxes thru 2013 taxes Amount of Tax: \$9,147.22 Penalty 0.00 Fees
0.00

Reason for the motion to abate taxes: Improvement Double Assessed with Parcel
108-07-054

The amount of \$9,147.22 in taxes and: \$0.00 for penalty
Shall forever be abated for the tax year(s) 2011 taxes thru 2013 taxes and is
final and effective.

Chairman, Board of Supervisors

Date _____

Action brought on at a regular meeting of the Santa Cruz County Board of Supervisor,
State of Arizona dated on _____.



Board of Supervisors Santa Cruz County



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

TO: Board of Supervisors
FROM: Jennifer St. John, County Manager
RE: Resolution No. 2016-16
DATE: October 12, 2016

SUBJECT: Discussion/possible action to approve Resolution No. 2016-16 agreeing to act as fiscal agent for a Pascua Yaqui Tribe Grant if awarded to Mariposa Community Health Center, an Arizona Corporation.

RECOMMENDATION: Pass Resolution No. 2016-16.

BACKGROUND: The Mariposa Community Health Center is asking the County to act as fiscal agent in the event that they are successful in their grant application to the Pascua Yaqui Tribe to purchase a mobile dental unit for use in the community. This is the same type of request that the Board has approved on numerous other occasions over the years for organizations such as the Sonoran Institute and Old Pueblo Archaeology, to name a couple.

FISCAL IMPLICATIONS: None

SUGGESTED MOTION: "Mr. Chairman, I move to approve Resolution No. 2016-16 agreeing to act as fiscal agent for a Pascua Yaqui Tribe Grant if awarded to Mariposa Community Health Center."

ATTACHMENTS: Resolution No. 2016-16

RESOLUTION NO. 2016-16



A RESOLUTION OF THE SANTA CRUZ COUNTY BOARD OF SUPERVISORS (THE "BOARD") AGREEING TO ACT AS FISCAL AGENT FOR A PASCUA YAQUI TRIBE GRANT IF AWARDED TO THE MARIPOSA COMMUNITY HEALTH CENTER

WHEREAS, in 2002, the citizens of Arizona passed Proposition 202 – the Tribal-State gaming compact which provides for all Arizona gaming tribes to share a portion of gaming revenues with the State, and;

WHEREAS, Arizona Revised Statutes §5-601.02(H)(4) authorized the establishment of the 12% funding program for government services that benefit the general public, including public safety, mitigation of impacts of gaming, and promotion of commerce and economic development, and;

WHEREAS, the Mariposa Community Health Center (the "grantee"), a nonprofit organization incorporated in the State of Arizona, wishes to apply to the Pascua Yaqui Tribe (the "grantor") for funding of a mobile dental unit.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD hereby agrees to act as fiscal agent for and accept grant funding from the grantor on behalf of the grantee in the event that the project is funded.

PASSED, ADOPTED AND APPROVED by the Board on this 19th day of October, 2016.

BOARD OF SUPERVISORS

Rudy Molera, Chairman

Manuel Ruiz, Vice-Chairman

John Maynard, Member

ATTEST:

Melinda Meek, Clerk of the Board

APPROVED AS TO FORM:

Charlene Laplante, Chief Civil Deputy County Attorney



Board of Supervisors

Santa Cruz County

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

TO: Board of Supervisors
FROM: Jennifer St. John, County Manager
RE: Agenda Item for October 19, 2016 - Authorize Execution of a Grant-In-Aid Fiscal Agent Agreement with the Tohono O'odham Nation and Mariposa Community Health Center for the Patient Transportation Grant Project
DATE: October 13, 2016

SUBJECT: Discussion and Possible Action to Authorize Execution of a Grant-In-Aid Fiscal Agent Agreement with the Tohono O'odham Nation and Mariposa Community Health Center for the Patient Transportation Grant Project.

RECOMMENDATION: Authorize Execution of a Grant-In-Aid Fiscal Agent Agreement.

BACKGROUND: The Mariposa Community Health Center (MCHC) provides health care to 42% of the residents of Santa Cruz County. They saw over 96,000 visits to their facilities in Nogales, Rio Rico, Tubac and Patagonia in 2015. Half of their clients are insured by the Arizona Health Care Cost Containment System or AHCCCS, which provides health care access to low income individuals and families.

Earlier this year, MCHC requested grant funding from the Tohono O'odham, through the 12% Indian gaming fund, to buy a new 15-passenger transport van and equip it for wheel chair access. This month they were notified that their application was approved for funding.

As with all gaming grants, there needs to be a pass-through government agency when the grantee is non-governmental. The Board has approved pass-through agreements for gaming grants in the past for the Sonoran Institute and has agreed to act as fiscal agent for what turned out to be unsuccessful grant proposals.

FISCAL IMPLICATIONS: None

SUGGESTED MOTION: Mr. Chairman, I move to execute the Grant-In-Aid Fiscal Agent Agreement as presented.

ATTACHMENTS: Grant-In-Aid Fiscal Agent Agreement

Santa Cruz County Complex

* 2150 North Congress Drive * P.O. Box 1150 * Nogales, Arizona 85621

* (520) 375-7812 * FAX (520) 761-7843 * TDD (520) 761-7816

**Grant-in-Aid
Fiscal Agent Agreement
between
the Tohono O’odham Nation
and
Santa Cruz County
On behalf of
Mariposa Community Health Center**

THIS GRANT-IN-AID Fiscal Agent Agreement, (“Grant”) is entered into as of the _____ day of _____, 2016, by and between the Tohono O’odham Nation, a federally recognized Indian tribe (the “Nation”), Santa Cruz County, a political subdivision of the State of Arizona, and Mariposa Community Health Center, a not-for-profit corporation (“Grantee”).

RECITALS

A. The Constitution of the Tohono O’odham Nation, Article VI, Section 1(f) provides that the Tohono O’odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Tohono O’odham Nation with Federal, State and local governments.

B. The Constitution of the Tohono O’odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Tohono O’odham Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State and local governments, the Chairman is authorized to sign such agreement on behalf of the Nation.

C. Arizona Revised Statutes §§11-201, 11-951 et seq. and 11-821 give authority to the County to enter into this Agreement.

D. The Grantee, as a not-for-profit corporation, has the authority to enter into agreements and accept grant funding.

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

PROVISIONS

1. **Purpose.** The purpose of this Grant is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined.

2. **Acceptance of Duties; Monies Held in Trust.** Santa Cruz County agrees to perform the duties of fiscal agent, paying agent and registrar for all monies the Nation deposits with Santa Cruz County for the benefit of Mariposa Community Health Center. Santa Cruz County shall hold this funding separate from all other monies in the possession or control of Santa Cruz

County. Santa Cruz County shall notify the Nation, at the address set forth in Paragraph 11, that the Contribution monies are provided to Mariposa Community Health Center within five (5) business days after the distribution is made.

3. **Contribution.** The Nation shall make a payment to Santa Cruz County in the amount described in Exhibit "A" (the "Contribution") on or about November 30, 2016. Santa Cruz County shall then make this funding available to Grantee as quickly as is feasible. The Grantee may not change the scope of the project or use the funds for a project other than that explained in Exhibit "A" without the written consent of the Nation.

4. **Funding.** The Contribution payment shall be delivered to Santa Cruz County, without any further notice or invoice required, at the address set forth in Paragraph 11 below, upon the complete execution of this Grant.

5. **Disbursement of Contribution.** In accordance with Santa Cruz County's policies and procedures and upon satisfactory documentation, as quickly as is feasible Santa Cruz County will distribute the funds to Mariposa Community Health Center.

6. **Money Unclaimed.** In the event that Santa Cruz County is unable to distribute the funding to Mariposa Community Health Center on or before January 1, 2017, Santa Cruz County shall immediately notify the Nation and the Nation will arrange for the funding to be returned. Any interest earnings on the Contribution funding between the time the Nation deposits the Contribution with Santa Cruz County and the time Santa Cruz County disburses the Contribution to Mariposa Community Health Center shall be paid to Mariposa Community Health Center.

7. **Consideration and Reliance.** It is acknowledged that Santa Cruz County's promise to accept and disburse the funds received by Santa Cruz County pursuant to this Grant is full and adequate consideration and shall render this promise to provide funding irrevocable.

8. **Fees.** Santa Cruz County shall not charge Mariposa Community Health Center and shall waive any applicable administrative or other fees related to this Grant and shall not deduct any funds from the amount designated for contribution to Mariposa Community Health Center.

9. **Dispute Resolution.** The parties mutually agree that any disputes arising between either 1) the Nation or Santa Cruz County or 2) Mariposa Community Health Center and Santa Cruz County pursuant to this Grant shall be resolved through informal dispute resolution. Nothing herein is intended to be or shall be construed as a waiver of sovereign immunity by either party. In the event of a dispute between Mariposa Community Health Center and Santa Cruz County, both Mariposa Community Health Center and Santa Cruz County must notify the Nation within five (5) business days. All disputes that cannot be resolved through informal dispute resolution shall be resolved in the Courts of the Nation, subject to the laws of the Nation.

10. **Reports:** Unless otherwise extended by the Nation upon request of Mariposa Community Health Center, no later than July 31, 2017, Mariposa Community Health Center shall provide a report to the Nation explaining how and when the funds provided under this Grant were used. This report may be in the form of an affidavit signed by an officer of Mariposa Community Health Center and may be accompanied by supporting documentation. The report shall address: (i) changes in the scope of the project or purchase funded under this grant, (ii) the total expenses under the project or purchase funded by the Grant, (iii) a brief description of who has benefited

from this Grant, and (iv) the Grantee's next steps with regard to the project or purchase made under this Grant. The Grantee will submit a final report to the Nation within thirty (30) days of the end of this Agreement.

11. **Notices.** Any notice, consent or other communication required or permitted under this Grant shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to the Nation: Edward D. Manuel
 Chairman
 P.O. Box 837
 Sells, Arizona 85634
 Fax: 520-383-3379

and

 Special Counsel
 P.O. Box 837
 Sells, Arizona 85634
 Fax: 520-383-3379

If to Santa Cruz County:

 Jennifer St. John, County Manager
 Santa Cruz County Complex
 2150 North Congress Drive
 Nogales, AZ 85621
 Ph. 520-375-7812
 Fax: 520-761-7843
 jstjohn@santacruzcountyaz.gov

If to Mariposa Community Health Center:

 Ed Sicurello
 Chief Executive Officer
 Mariposa Community Health Center
 1852 North Mastick Way
 Nogales, AZ 85621
 Ph. 520-761-2128
 esicurello@mariposachc.net

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

12. **Term of Grant.** The term of this Grant shall begin on the date of execution and shall terminate on the one-year anniversary of this Grant.

13. **Entire Grant, Waivers and Amendments.** This Grant is executed in three (3) duplicate originals, each of which is deemed to be an original. This Grant constitutes the entire understanding and agreement of the parties. This Grant integrates all of the terms and conditions mentioned herein or incident hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Grant and all amendments hereto must be in writing and signed by the appropriate authorities of each of the parties to this Grant.

14. **No Waiver.** Except as otherwise expressly provided in this Grant, any failure or delay by any party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

15. **Severability.** If any provision of this Grant shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Grant shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

16. **Sovereign Immunity.** Nothing in this Grant shall be deemed a waiver of any party's applicable sovereign immunity in any forum or jurisdiction.

APPROVED AND EXECUTED by the parties on the dates herein stated.

TOHONO O'ODHAM NATION

SANTA CRUZ COUNTY

Edward D. Manuel, Chairman
Tohono O'odham Nation

Rudy Molera Chairman
Board of Supervisors

Date _____

Date _____

Attest:

Approved as to form:

Melinda Meek, Clerk of the Board of
Supervisors

Laura Berglan, Acting Attorney General
Tohono O'odham Nation

Approved as to form:

Charlene Laplante, Deputy County Attorney

MARIPOSA COMMUNITY HEALTH CENTER

Ed Sicurello, Chief Executive Officer

Date _____

EXHIBIT "A"

<u>Program</u>	<u>Contribution</u>
Patient Transportation	\$52,500.00
TOTAL	<u>\$52,500.00</u>

OFFICE OF THE SHERIFF
OF SANTA CRUZ COUNTY

TONY ESTRADA
SHERIFF

RUBEN F. FUENTES
CAPTAIN

MEMORANDUM

DATE: October 10, 2016

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

THRU: Ms. Jennifer St. John
County Manager

FROM: Sheriff Tony Estrada

SUBJECT: Request for authorization to approve contract GOHS
FY2017-AL-040-FY2017-OP-014-2017-PT-053-2017-PT-054

RECOMMENDATION:

Recommend approval of contract Governors Office of Highway Safety
FY2017-AL-040-FY2017-OP-014-2017-PT-053-2017-PT-054

BACKGROUND:

The Sheriff's Office, was awarded \$28,720.00 in the form of reimbursable grants from the National Highway Traffic Safety Administration and the Federal Highway Administration through the Arizona Governor's of Highway safety.

FINANCIAL IMPLICATIONS:

There will be no financial impact on Santa Cruz County's budget. This grant will support 100 % and no cash match required.

Cc: sheriff
File



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff Tony Estrada
Santa Cruz County Sheriff's Office
2170 N. Congress Dr.
Nogales, Arizona 85621

PROJECT REFERENCE:

Contract Number: 2017-AL-040
Total Estimated Costs: \$9,900.00
Purpose of Project: Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and In-State Travel: HGN/SFST Training to enhance DUI/Impaired Driving Enforcement and Training throughout Santa Cruz County.

Dear Sheriff Estrada:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire contract as there have been ***significant changes*** throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 21) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Rudy Molera, Chairman, Board of Supervisors, Santa Cruz County, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please ***do not*** incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-26-16

Date

Enclosures
AG: tcf

**GOVERNOR'S OFFICE OF
HIGHWAY SAFETY**

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA 20.600

1. APPLICANT AGENCY Santa Cruz County Sheriff's Office	GOHS CONTRACT NUMBER: 2017-AL-040
ADDRESS 2170 North Congress, Nogales, AZ 85621	PROGRAM AREA: 402-AL
2. GOVERNMENTAL UNIT Santa Cruz County	AGENCY CONTACT: Gerardo Castillo
ADDRESS 2150 North Congress, Nogales, AZ 85621	3. PROJECT TITLE: DUI/Impaired Driving Enforcement and Training Related In-State Travel
4. GUIDELINES: 402-Alcohol (AL)	
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and In-State Travel to enhance DUI/Impaired Driving Enforcement and Training throughout Santa Cruz County.	
6. BUDGET	Project Period
COST CATEGORY	FFY 2017
I. Personnel Services	\$5,714.00
II. Employee Related Expenses	\$2,286.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$1,900.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$9,900.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2017
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CURRENT GRANT PERIOD	FROM: 10-01-2016	TO: 09-30-2017
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$9,900.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Santa Cruz County is 1,244 square miles with a population of approximately 41,000 residents which is the smallest in the State of Arizona. However, it is estimated that 60,000 to 80,000 Mexican Nationals cross the International Border into Santa Cruz County on a daily basis with that number increasing to over 100,000 on the weekends and/or holidays. This massive influx of visitors places a strain on the infrastructure within Santa Cruz County.

Santa Cruz County has roughly 115 miles of interstate and State routes and approximately 967 miles of county roads. The three main avenues of egress within the county are: Interstate 19, State Route 82 and State Route 83. Interstate 19 is a major corridor to Tucson and Phoenix not to mention that roadway connects the United States with Mexico.

Agency Problem/Attempts to Solve Problem:

The Santa Cruz County Sheriff's Office plans to provide a heightened awareness on the problem of impaired drivers by participating in 4 DUI details throughout the year and also by participating in community events throughout the year providing educational material. Alcohol impairment is a major contributing factor in serious and fatal motor vehicle crashes. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Sheriff's personnel will take an aggressive approach to the enforcement of traffic and criminal statutes relating to violators. The goal of the Sheriff's Office will be to correct the offender's driving behavior in a way that will make a lasting impression. Standard approaches may not result in such permanent change, so strict "zero tolerance" enforcement will be the line of attack during this program.

The Santa Cruz County Sheriff's Office has attempted to address the driving behavior by standard enforcement. There are two to major corridors - State Route 82 and Interstate 19. Both are heavily utilized by County citizens and visitors.

The Santa Cruz County Sheriff's Office has participated in numerous community events to include local public schools throughout the county. By partnering with the Governor's Office of Highway Safety, the Sheriff's Office will properly and cohesively address a state-wide problem by attacking the driving behavior one community at a time.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and In-State Travel to enhance DUI/Impaired Driving Enforcement and Training throughout Santa Cruz County.

How Agency Will Solve Problem with Funding:

To maximize effectiveness of the overtime, the Santa Cruz CSO will determine activities by using one or a combination of citizen complaints, traffic crash data, holidays, and/or community events. The Santa Cruz CSO will continue to conduct public information and education programs to promote traffic safety and driver awareness.

The Department will send three (3) officers to HGN/SFST training by June 30, 2017 and will participate in 4 DUI Task Force details by September 30, 2017.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and In-State Travel to enhance DUI/Impaired Driving Enforcement and Training throughout Santa Cruz County.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Santa Cruz County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Santa Cruz County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Santa Cruz County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Travel In-State - To complete/attend the following travel in-state for DUI/Impaired Driving Enforcement and Training Activities:

HGN/SFST Training**PRESS RELEASE:**

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to

being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –

Requirements for Professional and Outside Services:

A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Santa Cruz County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2016)	January 30, 2017
2nd Quarterly Report and RCI (January 1 to March 31, 2017)	April 20, 2017
3rd Quarterly Report and RCI (April 1 to June 30, 2017)	July 20, 2017
4th Quarterly Report and RCI (July 1 to September 30, 2017)	October 15, 2017
Final Statement of Accomplishments	October 15, 2017

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Tony Estrada, Sheriff, Santa Cruz County Sheriff's Office, shall serve as Project Director.

Gerardo Castillo, Lieutenant-Commander, Santa Cruz County Sheriff's Office, shall serve as Project Administrator.

Terri Fornefeld, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety, at a minimum, on a quarterly basis in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee’s Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to obstacles. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the Project Coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$5,714.00
II.	Employee Related Expenses (ERE)	\$2,286.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$1,900.00
	HGN/SFST Training	
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$9,900.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Santa Cruz County Sheriff's Office shall absorb any and all expenditures in excess of \$9,900.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period		
DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Aggressive Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

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.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: GERARDO CASTILLO

Title: LIEUTENANT

Telephone Number: 520-766-7869 Fax Number: 520-375-8117

E-mail Address: GCASTILLO@SANTA CRUZ COUNTY AZ. GOV

2. Agency's Fiscal Contact:

Name: MAURICIO CHAVEZ

Title: COUNTY FINANCIAL ADMINISTRATOR

Telephone Number: 520-375-7821 Fax Number: 520-375-7819

E-mail Address: MCHAVEZ@SANTA CRUZ COUNTY AZ. GOV

Federal Identification Number: 86-6000559

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

SANTA CRUZ COUNTY SHERIFF'S OFFICE

Warrant/Check to be mailed to:

SANTA CRUZ COUNTY SHERIFF'S OFFICE (Agency)

2170 N. CONGRESS DRIVE (Address)

NOGALES, AZ. 85621 (City, State, Zip Code)

4. DUNS Number:

07-9002606 (DUNS #)

2150 NORTH CONGRESS DRIVE NOGALES, AZ - 85621 (Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Signature of Authorized Official of Governmental Unit:

Tony Estrada, Sheriff
Santa Cruz County Sheriff's Office

Rudy Molera, Chairman
Santa Cruz County Board of Supervisors



Date Telephone

Date Telephone



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff Tony Estrada
Santa Cruz County Sheriff's Office
2170 N. Congress Dr.
Nogales, Arizona 85621

PROJECT REFERENCE:

Contract Number: 2017-OP-014
Total Estimated Costs: \$4,250.00
Purpose of Project: Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses and Capital Outlay for Twenty-five (25) Car Seats to enhance Occupant Protection Enforcement throughout Santa Cruz County.

Dear Sheriff Estrada:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire contract as there have been **significant changes** throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 21) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Rudy Molera, Chairman, Board of Supervisors, Santa Cruz County, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-26-16

Date

Enclosures
AG: tcf

**GOVERNOR'S OFFICE OF
HIGHWAY SAFETY**

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA 20.600

1. APPLICANT AGENCY Santa Cruz County Sheriff's Office	GOHS CONTRACT NUMBER: 2017-OP-014
ADDRESS 2170 North Congress, Nogales, AZ 85621	PROGRAM AREA: 402-OP
2. GOVERNMENTAL UNIT Santa Cruz County	AGENCY CONTACT: Gerardo Castillo
ADDRESS 2150 North Congress, Nogales, AZ 85621	3. PROJECT TITLE: Occupant Protection Enforcement and Enforcement Related Equipment
4. GUIDELINES: 402-Occupant Protection (OP)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Capital Outlay: Twenty-five (25) Car Seats to enhance Occupant Protection Enforcement throughout Santa Cruz County.

6. BUDGET COST CATEGORY	Project Period FFY 2017
I. Personnel Services	\$2,143.00
II. Employee Related Expenses	\$857.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$1,250.00
TOTAL ESTIMATED COSTS	\$4,250.00

PROJECT PERIOD FROM: Effective Date (Date of GOHS Director Signature) TO: 09-30-2017

CURRENT GRANT PERIOD FROM: 10-01-2016 TO: 09-30-2017

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$4,250.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Santa Cruz County is 1,244 square miles with a population of approximately 41,000 residents which is the smallest in the State of Arizona. However, it is estimated that 60,000 to 80,000 Mexican Nationals cross the International Border into Santa Cruz County on a daily basis with that number increasing to over 100,000 on the weekends and/or holidays. This massive influx of visitors places a strain on the infrastructure within Santa Cruz County.

Santa Cruz County has roughly 115 miles of interstate and State routes and approximately 967 miles of county roads. The three main avenues of egress within the county are: Interstate 19, State Route 82 and State Route 83. Interstate 19 is a major corridor to Tucson and Phoenix not to mention that roadway connects the United States with Mexico.

Agency Problem/Attempts to Solve Problem:

The Santa Cruz County Sheriff's Office plans to provide a heightened awareness on the problem of Occupant Protection by participating in 4 Seat Belt/Child Restraint details throughout the year, and also by participating in community events throughout the year providing educational material to those in attendance. The goal of the Sheriff's Office will be to correct the offender's driving behavior in a way that will make a lasting impression. Standard approaches may not result in such permanent change, so strict "zero tolerance" enforcement will be the line of attack during this program.

The Santa Cruz County Sheriff's Office has attempted to address the Occupant Protection behavior by standard enforcement. The Santa Cruz County Sheriff's Office has participated with the goal of educating the community and students on the perils of driving without the use of seat belts and improper usage of car seats in numerous community events to include local public schools throughout the county.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Capital Outlay: Twenty-five (25) Car Seats to enhance Occupant Protection Enforcement throughout Santa Cruz County.

How Agency Will Solve Problem with Funding:

To maximize effectiveness of the overtime, the Santa Cruz CSO will determine activities by using one or a combination of citizen complaints, traffic crash data, holidays, and/or community events. The Santa Cruz County Sheriff's will continue to conduct public information and education programs to promote traffic safety and driver awareness.

This program will specifically target seatbelt and child restraint violations. The Santa Cruz County Sheriff's Office agrees that the key to a long-term solution to the problem of errant drivers is education. This program will actively participate in public information and education campaigns using both the electronic and printed media. This activity will include carrying out a comprehensive program of public service and awareness announcements that will detail the objectives of the program. The Santa Cruz County Sheriff's Office will design these to heighten the awareness of the public to the hazards of seatbelt and child restraint violations.

The Santa Cruz CSO will participate in 4 Occupant Protection details by September 30, 2017.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Capital Outlay: Twenty-five (25) Car Seats to enhance Occupant Protection Enforcement throughout Santa Cruz County.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Occupant Protection Program goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program goal is to improve the use of seatbelts and child safety seats to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Occupant Protection in terms of money, criminal, and human consequences.

The Santa Cruz County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Santa Cruz County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Santa Cruz County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Occupant Protection Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Capital Outlay - To purchase/procure the following Capital Outlay for Occupant Protection Enforcement Activities:

Twenty-five (25) Car Seats

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to

being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:**Twenty-five (25) Car Seats**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI processing vans, marked and unmarked enforcement sedans, and marked enforcement motorcycles shall schedule a press conference acknowledging the grant award from the Governor's Office of Highway Safety. The purpose of this press conference is for the Agency to present the equipment to their community.

The Santa Cruz County Sheriff's Office shall immediately notify GOHS if any equipment purchased under this Contract ceases to be used in the manner described in this Contract. In such event, the Santa Cruz County Sheriff's Office further agrees to dispose of this equipment using the Santa Cruz County Sheriff's Office's, city, town, or county ordinance, code, or rule regarding disposal of equipment.

In the absence of an ordinance, code, or rule regarding the disposal of the property, the Santa Cruz County Sheriff's Office may refer to that of the State. The Santa Cruz County Sheriff's Office shall maintain or cause to be maintained for its useful life, any equipment purchased under this Contract. The Santa Cruz County Sheriff's Office shall incorporate any equipment purchased under this Contract into its inventory records. The Santa Cruz County Sheriff's Office shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Santa Cruz County Sheriff's Office shall be responsible for all administrative, maintenance, operational costs, and the costs of any damage relating to the Twenty-five (25) Car Seats.

Decals:

The Governor's Office of Highway Safety shall provide the Santa Cruz County Sheriff's Office with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this Contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurement procedures conform to applicable Federal and State laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency shall use the State procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1200.21, all equipment purchased under this Contract is to be used for the original purpose intended under this Contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes. Neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety shall reserve the right to transfer title of equipment acquired under the Section 402 program to the Federal government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Santa Cruz County Sheriff's Office shall adequately insure all capital equipment purchased under this Contract for repair or replacement.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –

Requirements for Professional and Outside Services:

A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

EQUIPMENT –

Requirements for Equipment:

The Santa Cruz County Sheriff's Office shall provide a high quality color photograph of all equipment purchased under this Contract. The Santa Cruz County Sheriff's Office shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Santa Cruz County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2016)	January 30, 2017
2nd Quarterly Report and RCI (January 1 to March 31, 2017)	April 20, 2017
3rd Quarterly Report and RCI (April 1 to June 30, 2017)	July 20, 2017
4th Quarterly Report and RCI (July 1 to September 30, 2017)	October 15, 2017
Final Statement of Accomplishments	October 15, 2017

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Tony Estrada, Sheriff, Santa Cruz County Sheriff's Office, shall serve as Project Director.

Gerardo Castillo, Lieutenant-Commander, Santa Cruz County Sheriff's Office, shall serve as Project Administrator.

Terri Fornefeld, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety, at a minimum, on a quarterly basis in conjunction with the required

report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor’s Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone

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	conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to obstacles. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the Project Coordinator. Grantee monitoring

information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$2,143.00
II.	Employee Related Expenses (ERE)	\$857.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$1,250.00
	Twenty-five (25) Car Seats	
		*\$4,250.00

TOTAL ESTIMATED COSTS

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Santa Cruz County Sheriff's Office shall absorb any and all expenditures in excess of \$4,250.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Aggressive Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

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.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE
Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: GERARDO CASTILLO

Title: LIEUTENANT

Telephone Number: 520-761-7869 Fax Number: 520-375

E-mail Address: GCastillo@SantaCruzCountyAZ.Gov

2. Agency's Fiscal Contact:

Name: MAURICIO CHAVEZ

Title: COUNTY FINANCIAL ADMINISTRATOR

Telephone Number: 520-375-7821 Fax Number: 520-375-7819

E-mail Address: Mchavez@SantaCruzCountyAZ-Gov

Federal Identification Number: 86-6000559

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

SANTA CRUZ COUNTY SHERIFF'S OFFICE

Warrant/Check to be mailed to:

SANTA CRUZ COUNTY SHERIFF'S OFFICE

(Agency)

2170 NORTH CONGRESS DRIVE

(Address)

NOGALES, AZ 85621

(City, State, Zip Code)

4. DUNS Number:

07-9002606

(DUNS #)

2150 NORTH CONGRESS DRIVE NOGALES, AZ 85621

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Tony Estrada, Sheriff
Santa Cruz County Sheriff's Office



Date Telephone

Signature of Authorized Official of Governmental Unit:

Rudy Molera, Chairman
Santa Cruz County Board of Supervisors

Date Telephone

**GOVERNOR'S OFFICE OF
HIGHWAY SAFETY**

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA 20.600

1. APPLICANT AGENCY Santa Cruz County Sheriff's Office	GOHS CONTRACT NUMBER: 2017-PT-053
ADDRESS 2170 North Congress, Nogales, AZ 85621	PROGRAM AREA: 402-PT
2. GOVERNMENTAL UNIT Santa Cruz County	AGENCY CONTACT: Gerardo Castillo
ADDRESS 2150 North Congress, Nogales, AZ 85621	3. PROJECT TITLE: STEP Enforcement
4. GUIDELINES: 402-Police Traffic (PT)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Santa Cruz County.

6. BUDGET COST CATEGORY	Project Period FFY 2017
I. Personnel Services	\$3,571.00
II. Employee Related Expenses	\$1,429.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$5,000.00

PROJECT PERIOD **FROM:** Effective Date
(Date of GOHS Director Signature) **TO:** 09-30-2017

CURRENT GRANT PERIOD **FROM:** 10-01-2016 **TO:** 09-30-2017

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$5,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Santa Cruz County is 1,244 square miles with a population of approximately 41,000 residents which is the smallest in the State of Arizona. However, it is estimated that 60,000 to 80,000 Mexican Nationals cross the International Border into Santa Cruz County on a daily basis with that number increasing to over 100,000 on the weekends and/or holidays. This massive influx of visitors places a strain on the infrastructure within Santa Cruz County.

Santa Cruz County has roughly 115 miles of interstate and State routes and approximately 967 miles of county roads. The three main avenues of egress within the county are: Interstate 19, State Route 82 and State Route 83. Interstate 19 is a major corridor to Tucson and Phoenix not to mention that roadway connects the United States with Mexico.

Agency Problem/Attempts to Solve Problem:

The Santa Cruz County Sheriff's Office plans to provide a heightened awareness on the problem of impaired drivers by participating in 4 speed enforcement details throughout the year and also by participating in community events throughout the year providing educational material. One of the key responsibilities of Law Enforcement is Police Traffic Services. Patrol Deputies duties include programs and focusing on enforcing and encouraging compliance with speed limit, seat belt use and other traffic laws.

The Santa Cruz County Sheriff's Office understands the need to expand and enhance the Department's existing traffic enforcement program, which is to educate those drivers utilizing county roadway about the laws governing motor vehicle operation and impose the appropriate enforcement action upon those who violate it. The goal of the Sheriff's Office will be to correct the offender's driving behavior in a way that will make a lasting impression. Standard approaches may not result in such a permanent change so strict zero tolerance enforcement will be the line of attack during this program.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Santa Cruz County.

How Agency Will Solve Problem with Funding:

To maximize effectiveness of the overtime, the Santa Cruz CSO will determine activities by using one or a combination of citizen complaints, traffic crash data, holidays, and/or community events. The Santa Cruz CSO will continue to conduct public information and education programs to promote traffic safety and driver awareness.

This project and equipment will be utilized to identify and take enforcement action on traffic violators of speed and other highway safety related law in the effort to reduce injuries and fatalities in Santa Cruz County.

The Department will participate in 4 speed enforcement details by September 30, 2017.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Santa Cruz County.

Expenditures of funding pertaining to the PT/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PT/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PT/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.**

The Santa Cruz County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Santa Cruz County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Santa Cruz County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –****Requirements for Professional and Outside Services:**

A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Santa Cruz County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2016)	January 30, 2017
2nd Quarterly Report and RCI (January 1 to March 31, 2017)	April 20, 2017
3rd Quarterly Report and RCI (April 1 to June 30, 2017)	July 20, 2017
4th Quarterly Report and RCI (July 1 to September 30, 2017)	October 15, 2017
Final Statement of Accomplishments	October 15, 2017

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Tony Estrada, Sheriff, Santa Cruz County Sheriff's Office, shall serve as Project Director.

Gerardo Castillo, Lieutenant-Commander, Santa Cruz County Sheriff's Office, shall serve as Project Administrator.

Terri Fornefeld, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety, at a minimum, on a quarterly basis in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to obstacles. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the Project Coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$3,571.00
II.	Employee Related Expenses (ERE)	\$1,429.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$5,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Santa Cruz County Sheriff's Office shall absorb any and all expenditures in excess of \$5,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Aggressive Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

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.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: GERARDO CASTILLO
Title: LIEUTENANT
Telephone Number: 520-761-7869 Fax Number: 520-375-8117
E-mail Address: GCASTILLO@SANTA CRUZ COUNTY AZ. GOV

2. Agency's Fiscal Contact:

Name: MAURICIO CHAVEZ
Title: COUNTY FINANCIAL ADMINISTRATOR
Telephone Number: 520-375-7821 Fax Number: 520-375-7819
E-mail Address: M CHAVEZ@SANTA CRUZ COUNTY AZ-GOV
Federal Identification Number: 86-6000559

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to: SANTA CRUZ COUNTY SHERIFF'S OFFICE
Warrant/Check to be mailed to: SANTA CRUZ COUNTY SHERIFF'S OFFICE
(Agency)
2176 NORTH CONGRESS DRIVE
(Address)
NOGALES, AZ 85621
(City, State, Zip Code)

4. DUNS Number:

07-9002606
(DUNS #)
2150 NORTH CONGRESS DRIVE NOGALES, AZ 85621
(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

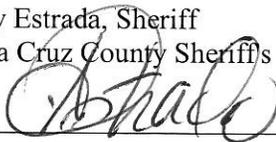
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Tony Estrada, Sheriff
Santa Cruz County Sheriff's Office



Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Rudy Molera, Chairman
Santa Cruz County

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PT, as approved for by the National Highway Traffic Safety Administration.

- | | | |
|----|---|--|
| 2. | A. EFFECTIVE DATE:

<i>Authorization to Proceed Date</i> | B. FEDERAL FUNDS:

<u>\$5,000.00</u> |
|----|---|--|

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
 by State Official responsible to Governor for the
 administration of the State Highway Safety Agency

 Alberto Gutier, Director
 Governor's Office of Highway Safety
 Governor's Highway Safety Representative

 Approval Date



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff Tony Estrada
Santa Cruz County Sheriff's Office
2170 N. Congress Dr.
Nogales, Arizona 85621

PROJECT REFERENCE:

Contract Number: 2017-PT-053
Total Estimated Costs: \$5,000.00
Purpose of Project: Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Santa Cruz County.

Dear Sheriff Estrada:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire contract as there have been **significant changes** throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 21) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Rudy Molera, Chairman, Board of Supervisors, Santa Cruz County, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please ***do not*** incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-26-16
Date

Enclosures
AG: tcf



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff Tony Estrada
Santa Cruz County Sheriff's Office
2170 N. Congress Dr.
Nogales, Arizona 85621

PROJECT REFERENCE:

Contract Number: 2017-PT-054
Total Estimated Costs: \$9,570.00
Purpose of Project: Federal 402 funds will support
Capital Outlay: One (1) Speed Monitor Trailer to enhance
STEP Enforcement throughout Santa Cruz County.

Dear Sheriff Estrada:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire contract as there have been **significant changes** throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 23) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Rudy Molera, Chairman, Board of Supervisors, Santa Cruz County, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-26-16

Date

Enclosures
AG: tcf

**GOVERNOR'S OFFICE OF
HIGHWAY SAFETY**

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA 20.600

1. APPLICANT AGENCY Santa Cruz County Sheriff's Office	GOHS CONTRACT NUMBER: 2017-PT-054	
ADDRESS 2170 North Congress, Nogales, AZ 85621	PROGRAM AREA: 402-PT	
2. GOVERNMENTAL UNIT Santa Cruz County	AGENCY CONTACT: Gerardo Castillo	
ADDRESS 2150 North Congress, Nogales, AZ 85621	3. PROJECT TITLE: STEP Enforcement Related Equipment	
4. GUIDELINES: 402-Police Traffic (PT)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Capital Outlay: One (1) Speed Monitor Trailer to enhance STEP Enforcement throughout Santa Cruz County.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2017	
I. Personnel Services	\$0.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$9,570.00	
TOTAL ESTIMATED COSTS	\$9,570.00	
PROJECT PERIOD	FROM: Effective Date <i>(Date of GOHS Director Signature)</i>	TO: 09-30-2017
CURRENT GRANT PERIOD	FROM: 10-01-2016	TO: 09-30-2017
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$9,570.00		

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Santa Cruz County is 1,244 square miles with a population of approximately 41,000 residents which is the smallest in the State of Arizona. However, it is estimated that 60,000 to 80,000 Mexican Nationals cross the International Border into Santa Cruz County on a daily basis with that number increasing to over 100,000 on the weekends and/or holidays. This massive influx of visitors places a strain on the infrastructure within Santa Cruz County.

Santa Cruz County has roughly 115 miles of interstate and State routes and approximately 967 miles of county roads. The three main avenues of egress within the county are: Interstate 19, State Route 82 and State Route 83. Interstate 19 is a major corridor to Tucson and Phoenix not to mention that roadway connects the United States with Mexico.

Agency Problem/Attempts to Solve Problem:

The Santa Cruz County Sheriff's Office plans to provide a heightened awareness on the problem of impaired drivers by participating in 4 speed enforcement details throughout the year and also by participating in community events throughout the year providing educational material. One of the key responsibilities of Law Enforcement is Police Traffic Services. Patrol Deputies duties include programs and focusing on enforcing and encouraging compliance with speed limit, seat belt use and other traffic laws.

The Santa Cruz County Sheriff's Office understands the need to expand and enhance the Department's existing traffic enforcement program, which is to educate those drivers utilizing county roadway about the laws governing motor vehicle operation and impose the appropriate enforcement action upon those who violate it. The goal of the Sheriff's Office will be to correct the offender's driving behavior in a way that will make a lasting impression. Standard approaches may not result in such a permanent change so strict zero tolerance enforcement will be the line of attack during this program.

Agency Funding:

Federal 402 funds will support Capital Outlay: One (1) Speed Monitor Trailer to enhance STEP Enforcement throughout Santa Cruz County.

How Agency Will Solve Problem with Funding:

To maximize effectiveness of the overtime, the Santa Cruz CSO will determine activities by using one or a combination of citizen complaints, traffic crash data, holidays, and/or community events. The Santa Cruz CSO will continue to conduct public information and education programs to promote traffic safety and driver awareness.

This project and equipment will be utilized to identify and take enforcement action on traffic violators of speed and other highway safety related law in the effort to reduce injuries and fatalities in Santa Cruz County.

The Department will order the speed trailer by March 31, 2017.

GOALS/OBJECTIVES:

Federal 402 funds will support Capital Outlay: One (1) Speed Monitor Trailer to enhance STEP Enforcement throughout Santa Cruz County.

Expenditures of funding pertaining to the PT/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PT/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PT/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Santa Cruz County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Santa Cruz County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Santa Cruz County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Capital Outlay - To purchase/procure the following Capital Outlay for STEP/Speed Enforcement Activities:

One (1) Speed Monitor Trailer**PRESS RELEASE:**

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:**One (1) Speed Monitor Trailer**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI processing vans, marked and unmarked enforcement sedans, and marked enforcement motorcycles shall schedule a press conference acknowledging the grant award from the Governor's Office of Highway Safety. The purpose of this press conference is for the Agency to present the equipment to their community.

The Santa Cruz County Sheriff's Office shall immediately notify GOHS if any equipment purchased under this Contract ceases to be used in the manner described in this Contract. In such event, the Santa Cruz County Sheriff's Office further agrees to dispose of this equipment using the Santa Cruz County Sheriff's Office's, city, town, or county ordinance, code, or rule regarding disposal of equipment.

In the absence of an ordinance, code, or rule regarding the disposal of the property, the Santa Cruz County Sheriff's Office may refer to that of the State. The Santa Cruz County Sheriff's Office shall maintain or cause to be maintained for its useful life, any equipment purchased under this Contract. The Santa Cruz County Sheriff's Office shall incorporate any equipment purchased under this Contract into its inventory records. The Santa Cruz County Sheriff's Office shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Santa Cruz County Sheriff's Office shall be responsible for all administrative, maintenance, operational costs, and the costs of any damage relating to the One (1) Speed Monitor Trailer.

Decals:

The Governor's Office of Highway Safety shall provide the Santa Cruz County Sheriff's Office with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this Contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurement procedures conform to applicable Federal and State laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency shall use the State procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1200.21, all equipment purchased under this Contract is to be used for the original purpose intended under this Contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes. Neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety shall reserve the right to transfer title of equipment acquired under the Section 402 program to the Federal government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Santa Cruz County Sheriff's Office shall adequately insure all capital equipment purchased under this Contract for repair or replacement.

SPECIFIC REQUIREMENTS:**SPEED DETECTION EQUIPMENT –****Requirements for Speed Monitoring Trailer Systems:**

Speed monitoring trailers are portable, self-contained speed display units. This equipment may be used for enforcement, public information, education, and/or data collection. The Santa Cruz County Sheriff's Office will maintain a written policy covering usage of the Speed Trailer System, which will be available upon request for review by GOHS.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –**Requirements for Professional and Outside Services:**

A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

EQUIPMENT –**Requirements for Equipment:**

The Santa Cruz County Sheriff's Office shall provide a high quality color photograph of all equipment purchased under this Contract. The Santa Cruz County Sheriff's Office shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Santa Cruz County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2016)	January 30, 2017
2nd Quarterly Report and RCI (January 1 to March 31, 2017)	April 20, 2017
3rd Quarterly Report and RCI (April 1 to June 30, 2017)	July 20, 2017
4th Quarterly Report and RCI (July 1 to September 30, 2017)	October 15, 2017
Final Statement of Accomplishments	October 15, 2017

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Tony Estrada, Sheriff, Santa Cruz County Sheriff's Office, shall serve as Project Director.

Gerardo Castillo, Lieutenant-Commander, Santa Cruz County Sheriff's Office, shall serve as Project Administrator.

Terri Fornefeld, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety, at a minimum, on a quarterly basis in conjunction with the required

report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2017-PT-054
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	conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to obstacles. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the Project Coordinator. Grantee monitoring

information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$9,570.00
	One (1) Speed Monitor Trailer	
		*\$9,570.00

TOTAL ESTIMATED COSTS

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Santa Cruz County Sheriff's Office shall absorb any and all expenditures in excess of \$9,570.00.

**Santa Cruz County Sheriff's
Office**

**GOHS HIGHWAY
SAFETY CONTRACT**

2017-PT-054

**Arizona Governor's Office of Highway Safety
Capital Outlay Equipment Record
Equipment \$5,000.00 or more**

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay Equipment must be submitted with form

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

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.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: GERARDO CASTILLO

Title: LIEUTENANT

Telephone Number: (520) 761-7869 Fax Number: (520) 375-8117

E-mail Address: G.Castillo @ SANTA CRUZ COUNTY AZ. GOV

2. Agency's Fiscal Contact:

Name: MAURICIO CHAVEZ

Title: COUNTY FINANCIAL ADMINISTRATOR

Telephone Number: (520) 375-7821 Fax Number: (520) 375-7819

E-mail Address: M.CHAVEZ @ SANTA CRUZ COUNTY AZ. GOV.

Federal Identification Number: 86-6000559

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:
SANTA CRUZ COUNTY SHERIFF'S OFFICE

Warrant/Check to be mailed to:
SANTA CRUZ COUNTY SHERIFF'S OFFICE
(Agency)

2170 NORTH CONGRESS DRIVE
(Address)

NOGALES, AZ. 85621
(City, State, Zip Code)

4. DUNS Number:

07-9002606
(DUNS #)

2150 NORTH CONGRESS DRIVE NOGALES, AZ- 85621
(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

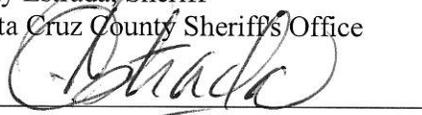
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Tony Estrada, Sheriff
Santa Cruz County Sheriff's Office



Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Rudy Molera, Chairman
Santa Cruz County Board of Supervisors

Date Telephone

OFFICE OF THE SHERIFF
OF SANTA CRUZ COUNTY

TONY ESTRADA
SHERIFF

RUBEN F. FUENTES
CAPTAIN

MEMORANDUM

DATE: October 12, 2016

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

FROM: Sheriff Tony Estrada, Badge No. 140 

SUBJECT: Victims Rights Program Funding Agreement FY2017

RECOMMENDATION:

Requesting approval to enter into an agreement with State of Arizona, Office of the Attorney General, Victims Rights Program Agreement FY17 A.G. #2017-053

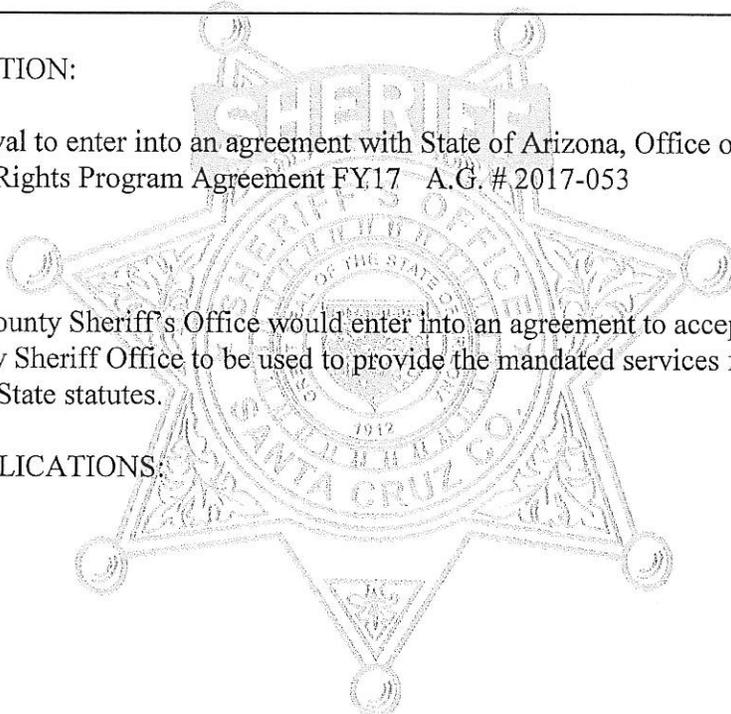
BACKGROUND:

The Santa Cruz County Sheriff's Office would enter into an agreement to accept funding for the Santa Cruz County Sheriff Office to be used to provide the mandated services for victims of crime pursuant to State statutes.

FINANCIAL IMPLICATIONS:

None

Cc: Sheriff
File



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:

_____ Authorized Signature

_____ Date:

_____ Printed Name and Title

ATTEST:

APPROVED AS TO FORM:

_____ Clerk of the Governing Board *(if applicable)*

_____ Date:

_____ Legal Counsel *(if applicable)*

_____ Date:

Small vertical text on the right margin, likely a page number or reference code.

Interoffice Memorandum

To: Board of Supervisors
From: Jennifer St. John, County Manager 
Subject: Request approval of Intergovernmental Agreement for use of Santa Cruz County Equipment
Date: August 17, 2016

Recommendation:

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

Background:

In meeting with NUSD, one of the needs they identified was the ability to “rent” the County’s heavy equipment on occasion. Currently when they rent heavy equipment through a private company, it is almost cost prohibited. Using the current FEMA equipment rates, the County can generate revenue while providing a service to the School District. We have done a similar agreement in the past with NUSD with outstanding results and just entered into the same agreement with Santa Cruz Valley Unified #35. The proposed agreement before you is valid for one year and is based on the availability of the County’s equipment and labor. On August 17th, the Board approved this agreement but NUSD’s legal had not reviewed it prior to our Board signing it. As a result, NUSD legal, added an e-verify and an indemnification paragraph to the existing agreement. It is now ready for final approval.

Financial Implications:

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

Proposed Motion:

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

INTERGOVERNMENTAL AGREEMENT FOR USE OF SANTA CRUZ COUNTY EQUIPMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between Santa Cruz County, a political subdivision of the State of Arizona (“the County”) and the Nogales Unified School District # 1, a political subdivision of the State of Arizona (“School District”). The County and School District agree as follows:

1. **Purpose.** The purpose of this Agreement is allow Nogales Unified School District # 1 to utilize in accordance with the APPENDIX A; rental and use of County owned equipment as described in Appendix A.
2. **Authority.** The County and School District are authorized to enter into this Agreement by A.R.S. §11-952. School District is also authorized to enter into this Agreement by A.R.S. §15-342(13).
3. **Duration.** The term of this Agreement shall be for the 2016-2017 school year, commencing on July 1, 2016 and ending on June 30, 2017.
4. **County Responsibilities.** The responsibilities of the County include the following;
 - a. Provide equipment as stated in Appendix A in accordance with 44 CFR § 206.228 FEMA Allowable Costs.
 - b. Provide a procedure for rental in accordance with Appendix B.
 - c. Afford the District the first 40 hours of rental yearly without charge.
 - d. Provide a cost estimate based on the School District equipment request.
 - e. Prior to any equipment rental a “Transfer Form” must accompany the equipment that records current hours/mileage, fuel level, general condition of equipment, and any issues associated with the operation of the equipment. Appendix C

District Responsibilities

- a. Use equipment as stated in Appendix A in accordance with 44 CFR § 206.228 FEMA Allowable Costs and provide payment upon invoice net 30 days.
- b. Provide a procedure for use in accordance with Appendix B.
- c. Ensure that staff has adequate training to operate machinery and equipment.
- d. Provide the County a request email for equipment that describes equipment type, time frame needed, and duration of usage.
- e. Prior to operating the equipment rental, the equipment “Transfer Form” must be verified and returned to the County with current hours/mileage, fuel level, general condition of equipment, and any issues associated with the equipment during the use. Appendix C
- f. Repair to equipment associated with the rental will be charged to the School District

5. **Termination.**

- a. If either party desires to terminate this Agreement before the natural date of expiration, it may do so without fault or liability by giving thirty (30) days written notice of termination to the other party.
- b. This Agreement is subject to cancellation pursuant to A.R.S. §38-511 the pertinent provisions of which are adopted herein by reference.
- c. The parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by the County for the program shall be retained by the County, and equipment furnished or purchased by the School District for the program shall be retained by the School District.

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

7. **Nondiscrimination.** The parties hereto agree not to discriminate against any student, employee or applicant for employment because of sex, race, religion, color, national origin, age or disability in violation of federal or state law.

8. **Independent Contractor.** The County acknowledges and agrees that the services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District. County, its employees and subcontractors are not entitled to workers' compensation benefits from the District. The District does not have the authority to supervise or control the actual work of County, its employees or subcontractors. The County, and not the District, shall determine the time of its performance of the services provided under this Agreement so long as County meets the requirements of its agreed scope of work as set forth in Section I above. District and County do not intend to nor will they combine business operations under this Agreement.

9. **Records.** Both parties shall maintain the records required in this Agreement for a period of two years after the termination of this Agreement.

10. **Severability and Savings.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the party(ies).

11. **Entire Agreement.** This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any

amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
13. **Cancellation.** The parties hereto acknowledge that this Agreement is subject to cancellation due to conflict of interest pursuant to A.R.S. § 38-511.
14. **Worker's Compensation.** An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."
15. **FERPA Compliance.** Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.
16. **E-Verify.** To the extent applicable under A.R.S. § 41-4401, the parties warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirement under A.R.S. § 23-214(A). Either parties breach of this agreement may result in termination by the non-breaching party. Each party retains the legal right to randomly inspect the papers and records of the other party to insure compliance with the above mentioned warranty.
17. **Indemnification.** To the extent permitted by law, each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party and their respective elected officials, appointees, officers, employees, agents, and representatives (the "Indemnified Party"), from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, fines, penalties and assessments, costs and expenses, including attorneys' fees and court costs, and/or damages of any kind or nature caused or contributed to or alleged to have been caused or contributed to by the active or passive negligence or willful misconduct of the Indemnifying Party, in connection with the use, rental or repair of the equipment under this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the 12th day of September, 2016.

**NOGALES UNIFIED
SCHOOL DISTRICT NO. 1**

COUNTY OF SANTA CRUZ



By Fernando Parra

By _____

Its Superintendent

Its _____

9/12/16

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

SANTA CRUZ COUNTY ATTORNEY

SCHOOL DISTRICT

CHARLENE LAPLANTE
Chief Civil Deputy
Santa Cruz County Attorney's Office
Civil Division



Nicholle Harris
Gust Rosenfeld P.L.C.

APPENDIX “A”

**Santa Cruz County Public Works Rates
Based on FEMA Equipment Rates**

Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted	hour
8229	Compactor, towed, Drum Static		20,000 lbs		Include prime mover rate	
8254	Dozer, Crawler			to 360		hour
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment	hour
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour
8573	Loader-Backhoe, Wheel	Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included	hour
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system	hour

Equipment not listed will utilize most current FEMA rates

APPENDIX "B"

Santa Cruz County Equipment Request Form

SCHOOL DISTRICT INFORMATION

School District		Project Manager	
Project Name		IGA #	
Estimated Start Date		Estimated End Date	

PROJECT DESCRIPTION

Equipment Request

Equipment Type	Request Date	Hours Requested	Operator Needed

SCC Use Only

Equipment Cost _____

Employee Cost _____

Total _____

This Equipment Request is subject to the terms and conditions of the IGA.
Approved by:

_____ Date _____ Date
 Santa Cruz County School District

APPENDIX "C"



SANTA CRUZ COUNTY Equipment Transfer Form

SCC has inspected the heavy equipment listed below and has found the heavy equipment to be in good working order.

By signing this form the District acknowledges that in has performed an inspection on the heavy equipment and agrees that it's in good working order.

District's Signature

Date

SCC Return Inspection (SCC Use)

	Cab/Body		Hydraulic/Trans Fluid Levels		Suspension
	Windows		Engine Fluid Levels		Wheels & Tires
	Wipers		Frame & Assembly		Exhaust/Muffler
	Mirrors		Belts & Hoses		Brakes
	Horn		Battery & Tie Down		
	Lights: <ul style="list-style-type: none"> ○ Head/Stop ○ Tail/Dash ○ Turn Indicators ○ Clearance/Marker 		Safety Equipment: <ul style="list-style-type: none"> ○ Fire Ext. ○ Flags/Flares/Fuses ○ Reflective Triangles ○ Reflectors 		

Equipment Request

Equipment	License/Equipment #	Start: Hours/Miles	Finish: Hours/Miles	Issues

Issues: _____



Board of Supervisors

Santa Cruz County

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

MEMORANDUM

TO: Board of Supervisors

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

THROUGH: Jennifer St. John, County Manager

DATE: September 28, 2016

RE: Resolution #2016-12, Cancellation of certain School District Elections and appointing candidates that filed

RECOMMENDATION: Staff recommends approval of Resolution #2016-12 cancelling certain School District Elections for the 11/8/16 General Election and appointing candidates that filed.

BACKGROUND: A.R.S. §15-424(D) states that if only one person files nominating petitions for an election to fill a district office, the Board of Supervisors may cancel the election for the position and appoint the person who filed the nominating petitions to fill the position. The list of School Districts that are eligible for cancellation and candidates who are eligible for appointment are listed on Exhibit A of Resolution #2016-12.

FINANCIAL IMPLICATIONS: Cancellation will result in cost-savings to the various School Districts.

PROPOSED MOTION: Move to approve Resolution #2016-12 cancelling certain School District Elections for the 11/8/16 General Election and appointing candidates that filed as listed on Exhibit A, as if they were elected.

RESOLUTION #2016-12

**A RESOLUTION OF THE SANTA CRUZ COUNTY BOARD OF SUPERVISORS
CANCELLING CERTAIN SCHOOL DISTRICT ELECTIONS FOR THE
NOVEMBER 8, 2016 GENERAL ELECTION AND APPOINTING ALL
CANDIDATES THAT FILED TO RUN FOR SCHOOL BOARD MEMBERS FOR
THOSE DISTRICTS IN WHICH NO ELECTION IS REQUIRED**

WHEREAS, an election was to be held on November 8, 2016 for the Offices of School Board members; and

WHEREAS, pursuant to A.R.S. §16-311(B), any person desiring to become a Nonpartisan candidate at the General Election to be held on November 8, 2016, must have signed and filed Nonpartisan nomination papers on or before August 10, 2016; and

WHEREAS, pursuant to A.R.S. §15-424(D) if only one person files nominating petitions for an election to fill a district office, the Board of Supervisors may cancel the election for the position and appoint the person who filed the nominating petitions to fill the position; and

WHEREAS, the list of School Districts that are eligible for cancellation and candidates who are eligible for appointment to the office of School Board member is attached as **EXHIBIT A**; and

WHEREAS, cancellation of certain School District Elections and the appointment of candidates who filed will foster efficiency, economy and cost saving in the election process.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Santa Cruz County that the election for School Districts listed on **Exhibit A** scheduled for November 8, 2016 is hereby cancelled.

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

PASSED AND ADOPTED this 19th day of October, 2016.

Rudy Molera, Chairman

Manuel Ruiz, Vice-Chairman

John Maynard, Supervisor

ATTEST:

Melinda Meek
Clerk of the Board

EXHIBIT A

NAME	SCHOOL DISTRICT
Summer Lewton	Patagonia Elementary School Dist. #6
Cynthia Matus-Morriss	Patagonia Elementary School Dist. #6
Kathleen Pasierb	Patagonia Elementary School Dist. #6
Jim Cosbey	Patagonia Union High School Dist. #20
Frederick B. Sang	Patagonia Union High School Dist. #20
Paula Schaper	Patagonia Union High School Dist. #20
Michael Sweedo	Sonoita Elementary School Dist. #25 2-year term
Mercedes "Mercie" Fernandez	Santa Cruz Elementary School Dist. #28
Daniel Fish	Santa Cruz Elementary School Dist. #28
Carrie A. Pottinger	Santa Cruz Elementary School Dist. #28
Wayne Peate	Pima County Joint Technical Education Dist. #11, (JTED Member District 4, includes Santa Cruz Valley Unified School Dist. #35)



Board of Supervisors

Santa Cruz County

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

MEMORANDUM

TO: Board of Supervisors

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

THROUGH: Jennifer St. John, County Manager

DATE: September 28, 2016

RE: Resolution #2016-13, Cancellation of Nogales Suburban and Rio Rico Fire District Elections and appointing candidates that filed

RECOMMENDATION: Staff recommends approval of Resolution #2016-13 cancelling the Nogales Suburban and Rio Rico Fire District Board Elections for the 11/8/16 General Election and appointing candidates that filed.

BACKGROUND: A.R.S. §48-802(D4) states that if only one person files nominating petitions for an election to fill a position on the district board, the Board of Supervisors may cancel the election for the position and appoint the person who filed the nominating petitions to fill the position. Only 2 candidates filed to run for each of the 2 seats up for election for the Nogales Suburban and Rio Rico Fire District Board of Directors.

FINANCIAL IMPLICATIONS: Cancellation will result in cost-savings to the Nogales Suburban and Rio Rico Fire Districts.

PROPOSED MOTION: Move to approve Resolution #2016-13 cancelling the Nogales Suburban Fire District Election for the 11/8/16 General Election and appointing Dora Madrid and Humberto Sanchez, as if they were elected and cancelling the Rio Rico Fire District Election for the 11/8/16 General Election and appointing Dean Davis and James Philip Williams, as if they were elected.

RESOLUTION #2016-13

**A RESOLUTION OF THE SANTA CRUZ COUNTY BOARD OF SUPERVISORS
CANCELLING THE NOGALES SUBURBAN AND RIO RICO FIRE DISTRICT
ELECTIONS FOR THE NOVEMBER 8, 2016 GENERAL ELECTION AND
APPOINTING THE CANDIDATES THAT FILED TO RUN FOR BOARD
MEMBER FOR THE DISTRICTS IN WHICH NO ELECTION IS REQUIRED**

WHEREAS, an election was to be held on November 8, 2016, for two (2) seats on the Nogales Suburban and Rio Rico Fire District Board of Directors;

WHEREAS, the deadline for filing nomination papers to run for said offices was August 10, 2016 and on that date only two (2) candidates had filed to run for each of the two (2) seats up for election for the Nogales Suburban and Rio Rico Fire District Board of Directors; and

WHEREAS, pursuant to A.R.S. §48-802(D4), if only one person files nominating petitions for an election to fill a position on the district board, the Board of Supervisors may cancel the election for the position and appoint the person who filed the nominating petitions to fill the position; and

WHEREAS, pursuant to A.R.S. §48-802(D4), if no person files a nominating petition for an election to fill a district office, the Board of Supervisors may cancel the election for that office and that office is deemed vacant and shall be filled as provided by law; and

WHEREAS, cancellation of the Nogales Suburban and Rio Rico Fire District Elections and the appointment of candidates who filed will foster efficiency, economy and cost saving in the election process.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Santa Cruz County that the Nogales Suburban and Rio Rico Fire District Board Elections scheduled for November 8, 2016 are hereby cancelled.

BE IT FURTHER RESOLVED by the Board of Supervisors of Santa Cruz County that **DORA MADRID** and **HUMBERTO SANCHEZ** are hereby appointed to fill the two (2) seats for the **Nogales Suburban Fire District Board of Directors**, and **DEAN DAVIS** and **JAMES PHILIP WILLIAMS** are hereby appointed to fill the two (2) seats for the **Rio Rico Fire District Board of Directors**, effective upon the beginning of the term, with all of the powers and duties of that office as if elected.

PASSED AND ADOPTED this 19th day of October, 2016.

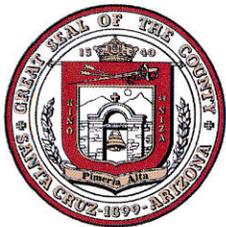
Rudy Molera, Chairman

Manuel Ruiz, Vice-Chairman

John Maynard, Supervisor

ATTEST:

Melinda Meek
Clerk of the Board



Board of Supervisors

Santa Cruz County

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

MEMORANDUM

TO: Board of Supervisors

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

THROUGH: Jennifer St. John, County Manager

DATE: September 28, 2016

RE: Resolution #2016-14, Cancellation of the Patagonia Elementary School District #6 Election (2-year term) and declaring a vacancy

RECOMMENDATION: Staff recommends approval of Resolution #2016-14 cancelling the Patagonia Elementary School District #6 Election (2-year term) for the 11/8/16 General Election and declaring a vacancy.

BACKGROUND: A.R.S. §15-424 (D) states that if no person files a nominating petition for an election to fill a district office, the Board of Supervisors may cancel the election for that office and the office is deemed vacant and shall be filled as provided by law. No candidates filed to run for the 2-year term for Patagonia Elementary School District #6.

FINANCIAL IMPLICATIONS: Cancellation will result in cost-savings to the Patagonia Elementary School District #6.

PROPOSED MOTION: Move to approve Resolution #2016-14 cancelling the Patagonia Elementary School District #6 Election (2-year term) for the 11/8/16 General Election and declaring a vacancy.

RESOLUTION #2016-14

**A RESOLUTION OF THE SANTA CRUZ COUNTY BOARD OF SUPERVISORS
CANCELLING THE PATAGONIA ELEMENTARY SCHOOL DISTRICT #6 ELECTION
(2-YEAR TERM) FOR THE NOVEMBER 8, 2016 GENERAL ELECTION**

WHEREAS, an election was to be held on November 8, 2016, for the Offices of School Board members; and

WHEREAS, the deadline for filing nomination papers to run for said offices was August 10, 2016; and

WHEREAS, no candidates filed to run for the 2-year term for Patagonia Elementary School District #6; and

WHEREAS, pursuant to A.R.S. §15-424(D), if no person files a nominating petition for an election to fill a district office, the Board of Supervisors may cancel the election for that office and that office is deemed vacant and shall be filled as provided by law; and

WHEREAS, cancellation of the mentioned election will foster efficiency, economy and cost saving in the election process.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Santa Cruz County that the Election for the 2-year term for Patagonia Elementary School District #6 scheduled for November 8, 2016 is hereby cancelled and the office is deemed vacant.

PASSED AND ADOPTED this 19th day of October, 2016.

Rudy Molera, Chairman

Manuel Ruiz, Vice-Chairman

John Maynard, Supervisor

ATTEST:

Melinda Meek
Clerk of the Board



Board of Supervisors

Santa Cruz County

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

MEMORANDUM

TO: Board of Supervisors

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

THROUGH: Jennifer St. John, County Manager

DATE: September 28, 2016

RE: Resolution #2016-15, Cancellation of Three Canyons Domestic Water Improvement District (DWID) Election and appointing candidates that filed

RECOMMENDATION: Staff recommends approval of Resolution #2016-15 cancelling the Three Canyons (DWID) Board Election for the 11/8/16 General Election and appointing candidates that filed.

BACKGROUND: A.R.S. §48-1012 (E) states that if only one person files nominating petitions for an election to fill a position on the district board, the Board of Supervisors may cancel the election for the position and appoint the person who filed the nominating petitions to fill the position. Only 5 candidates filed to run for each of the 5 seats up for election for the Three Canyons DWID Board of Directors.

FINANCIAL IMPLICATIONS: Cancellation will result in cost-savings to the Three Canyons DWID.

PROPOSED MOTION: Move to approve Resolution #2016-15 cancelling the Three Canyons DWID Election for the 11/8/16 General Election and appointing Dave Ellis, Daniel Jamieson, Kathy Jamieson, Ron Pulliam and Sy Rotter, as if they were elected.

RESOLUTION #2016-15

**A RESOLUTION OF THE SANTA CRUZ COUNTY BOARD OF SUPERVISORS
CANCELLING THE THREE CANYONS DOMESTIC WATER IMPROVEMENT
DISTRICT (DWID) ELECTION FOR THE NOVEMBER 8, 2016 GENERAL
ELECTION AND APPOINTING THE CANDIDATES THAT FILED TO RUN
FOR BOARD MEMBER FOR THE DISTRICT IN WHICH NO ELECTION IS
REQUIRED**

WHEREAS, an election was to be held on November 8, 2016, for five (5) seats on the Three Canyons DWID Board of Directors;

WHEREAS, the deadline for filing nomination papers to run for said offices was August 10, 2016 and on that date only five (5) candidates had filed to run for each of the five (5) seats up for election for the Three Canyons DWID Board of Directors; and

WHEREAS, pursuant to A.R.S. §48-1012(E), if only one person files nominating petitions for an election to fill a position on the district board, the Board of Supervisors may cancel the election for the position and appoint the person who filed the nominating petitions to fill the position; and

WHEREAS, cancellation of the Three Canyons DWID Election and the appointment of candidates who filed will foster efficiency, economy and cost saving in the election process.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Santa Cruz County that the Three Canyons DWID Board Election scheduled for November 8, 2016 is hereby cancelled.

BE IT FURTHER RESOLVED by the Board of Supervisors of Santa Cruz County that **DAVE ELLIS, DANIEL JAMIESON, KATHY JAMIESON, RON PULLIAM** and **SY ROTTER** are hereby appointed to fill the five (5) seats for the **Three Canyons DWID Board of Directors**, effective upon the beginning of the term, with all of the powers and duties of that office as if elected.

PASSED AND ADOPTED this 19th day of October, 2016.

Rudy Molera, Chairman

Manuel Ruiz, Vice-Chairman

John Maynard, Supervisor

ATTEST:

Melinda Meek
Clerk of the Board

16 AUG 24 14:14:00



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

Application for Liquor License
Type or Print with Black Ink

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

SECTION 1 This application is for a:

- Interim Permit (Complete Section 5)
New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
Location Transfer (Bars and Liquor Stores Only)
Probate/ Will Assignment/ Divorce Decree
Government (Complete Sections 2, 3, 4, 10, 13, 16)
Seasonal

SECTION 2 Type of Ownership:

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

SECTION 3 Type of license

1. Type of License: Restaurant LICENSE # 12123149

SECTION 4 Applicants

- Individual Owner/Agent's Name: Rychener Gavin J.
Owner Name: Gavin & Co. LLC
Business Name: Firefly Restaurant
Business Location Address: 3001 E. Frontage Rd Amado AZ 85645 Santa Cruz
Mailing Address: 2760 S. Via del Bac Green Valley AZ 85622
Business Phone: pending Daytime Contact Phone: (520) 549-7479
Email Address: gavinandcompany@gmail.com
8. Is the Business located within the incorporated limits of the above city or town? 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? No
Amado is a census-designated place (CDP)
10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$

Fees: Application 100.00 Interim Permit Department Use Only 50.00 Site Inspection Finger Prints Total of All Fees 150.00
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes
Accepted by: SG Date: 8/24/16 License # 12123149



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: Wisdom Sports + Scholars

SECTION 2 Non-Profit/IRS Tax Exempt Number: 47-1327351

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

- Charitable (checked)
Fraternal
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? No (checked)

Name of Business License Number Phone (include Area Code)

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

- Place license in non-use
Dispense and serve all spirituous liquors under retailer's license
Dispense and serve all spirituous liquors under special event (checked)
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 (checked) Off-site (auction) Both

SECTION 7 Location of the Event: K. Newby Gallery

Address of Location: 15 Tubac Rd., Tubac, Santa Cruz, AZ 85646

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? No (checked)

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: Wisdom, Herb 07/03/43

2. Applicant's mailing address: P.O. Box 25, Tumacacori, AZ 85640

3. Applicant's home/cell phone: 520 398-2858 Applicant's business phone: 520 991-9652

4. Applicant's email address: herbwisdom@webtv.net

SECTION 10

- Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)
- How many special event licenses have been issued to this location this year? 0
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)
- Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)
- List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name	<u>Wisdom Sports and Scholars</u>	Percentage:	<u>25%</u>
Address	<u>PO Box 25, Tumacacori, AZ 85640</u>		
	<small>Street City State Zip</small>		
Name	<u>K. Newby Gallery</u>	Percentage:	<u>75%</u>
Address	<u>15 Tubac Rd. Tubac AZ 85640</u>		
	<small>Street City State Zip</small>		
- Please read A.R.S. § 4-203.02 Special event license: rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

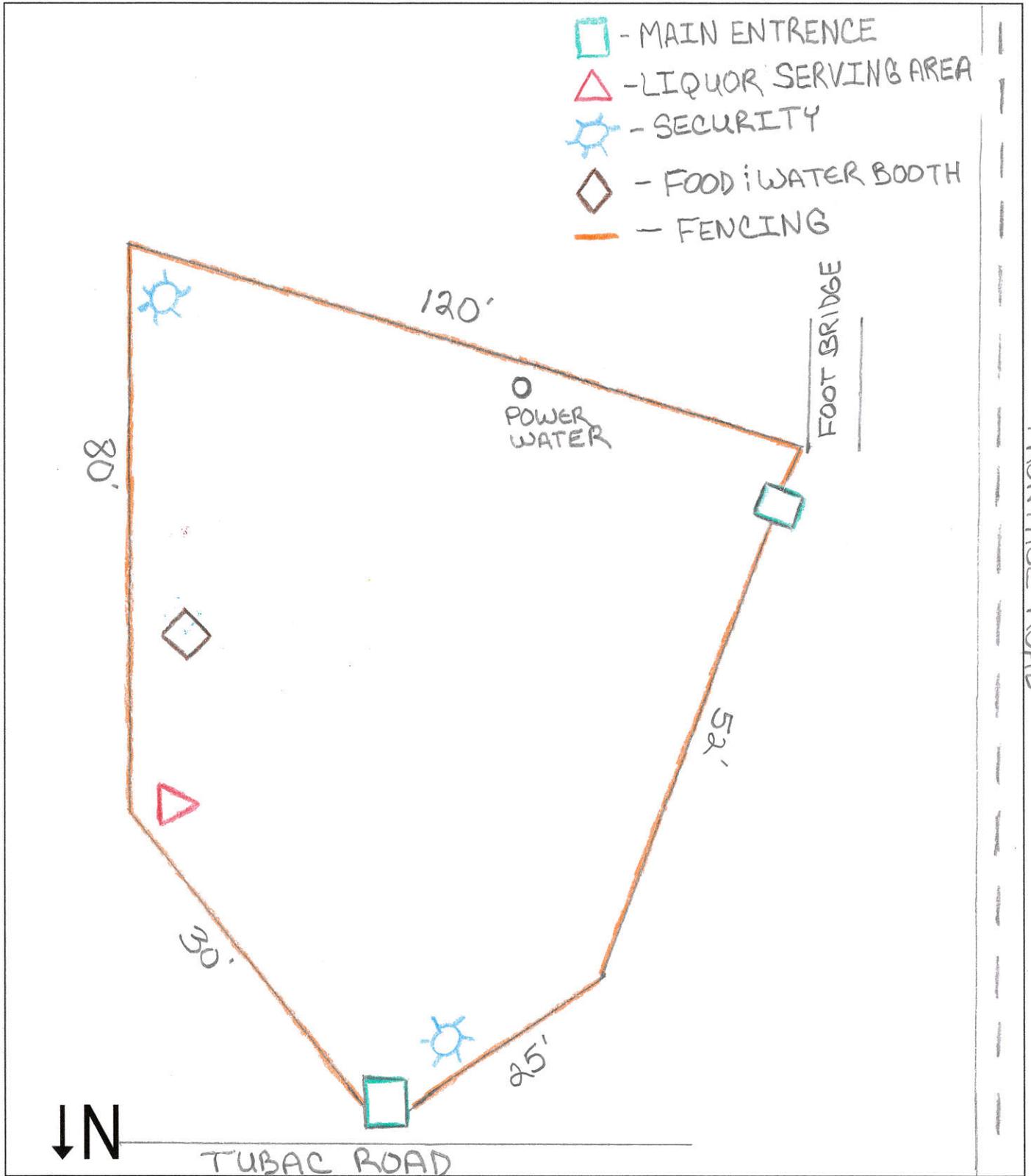
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

- What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)
0 Number of Police 2 Number of Security Personnel Fencing Barriers
 Explanation: Volunteer security personnel will monitor all points of egress as well as erect temporary fencing around the special event licensed premises. In addition, local law enforcement will be notified of the event + will be called if needed.

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

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>11/4/16</u>	<u>Friday</u>	<u>9 AM</u>	<u>5 PM</u>
DAY 2:	<u>11/5/16</u>	<u>Saturday</u>	<u>9 AM</u>	<u>5 PM</u>
DAY 3:	<u>11/6/16</u>	<u>Sunday</u>	<u>9 AM</u>	<u>5 PM</u>
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____



SECTION 12 license premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

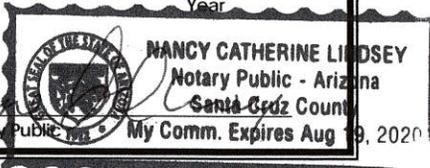
I, (Print Full Name) Herb Wisdom declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Herb Wisdom PRESIDENT 9-26-16 398-2397⁵²⁰
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 27th September 2016
 Day Month Year

State Arizona County of Santa Cruz

My Commission Expires on: August 19, 2020 Nancy Catherine Lindsey
 Date Signature of Notary Public



SECTION 14 This section is to be completed only by the applicant named in Section 9.

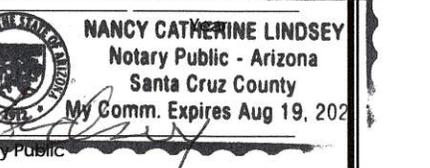
I, (Print Full Name) Herb Wisdom declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Herb Wisdom PRESIDENT 9-27-16 398-2397⁵²⁰
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 27th September 2016
 Day Month Year

State Arizona County of Santa Cruz

My Commission Expires on: August 19, 2020 Nancy Catherine Lindsey
 Date Signature of Notary Public



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section.

I, _____ recommend APPROVAL DISAPPROVAL
 (Government Official) (Title)

On behalf of _____, _____, _____, _____
 (City, Town, County) Signature Date Phone

SECTION 16 For Department of Liquor Licenses and Control use only.

APPROVAL DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2924
 www.azliquor.gov
 (602) 542-5141

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

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

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

SECTION 1 Application type:

Wine Fair Wine Festival Craft Distillery Fair Craft Distillery Festival

1. Applicant's Name: GARRISON REEVES ELLAM Contact Phone #: 5204294573

2. Business name: VILLAGE OF ELGIN WINERY Liquor license #: 13123003
Farm Winery or Craft Distillery

3. Email: SALES@ELGINWINES.COM

4. Mailing address: 471 ELGIN RD ELGIN AZ 85611
Street Address City State Zip Code

5. Location of fair/festival: 290 ELGIN CANELO RD ELGIN AZ 85611
Street address City State Zip Code
SANTA CRUZ

SECTION 2 Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.
 Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	Date	Day of Week	Start Time AM/PM	End Time AM/PM
1.	<u>11/12/16</u>	<u>SATURDAY</u>	<u>1000</u>	<u>1700</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary



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

<u>FOR DLLC USE ONLY</u>	
License #:	_____
Date:	_____
Approved by:	_____

<p>FAIR/FESTIVAL LICENSE APPLICATION A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery A.R.S. §4-203.02 At Special Event</p>
--

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

SECTION 1 Application type:

- Wine Fair
 Wine Festival
 Craft Distillery Fair
 Craft Distillery Festival

1. Applicant's Name: Ann Gardner Contact Phone #: (602) 448-2278

2. Business name: Hannah's Hill Enterprises LLC dba Hannah's Hill Vineyards Liquor license #: 13123012
Farm Winery or Craft Distillery

3. Email: HannahsHill@msn.com

4. Mailing address: 909 W. Willetta Street Phoenix AZ 85007
Street Address City State Zip Code

5. Location of fair/festival: 290 Elgin Canelo Rd Elgin Santa Cruz 85611
Street address City County Zip Code

SECTION 2 Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.
Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	Date	Day of Week	Start Time AM/PM	End Time AM/PM
1.	<u>11/12/16</u>	<u>Saturday</u>	<u>10am</u>	<u>5pm</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary



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

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

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

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

SECTION 1 Application type:

Wine Fair Wine Festival Craft Distillery Fair Craft Distillery Festival

- Applicant's Name: Karyl L. Wilhelm Contact Phone #: 520-455-9291
- Business name: Wilhelm Family Vineyards Liquor license #: 13123010
Farm Winery or Craft Distillery
- Email: Karyl@WilhelmVineyards.com
- Mailing address: 21 Mountain Ranch Dr. Elgin AZ 85611
Street Address City State Zip Code
- Location of fair/festival: 290 Elgin Carelo Rd. Elgin Santa Cruz 85611
Street address City County Zip Code

SECTION 2 Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.

Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	Date	Day of Week	Start Time AM/PM	End Time AM/PM
1.	<u>11/12/2016</u>	<u>SAT</u>	<u>10 AM</u>	<u>5 PM</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary



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

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

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

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

SECTION 1 Application type:

- Wine Fair
 Wine Festival
 Craft Distillery Fair
 Craft Distillery Festival

1. Applicant's Name: ANN RONCONE Contact Phone #: 520 404-3755

2. Business name: LIGHTNING RIDGE CELLARS Liquor license #: 13123011
Farm Winery or Craft Distillery

3. Email: ann@LightningRidgeCellars.com

4. Mailing address: 2368 HWY 83 ELGIN AZ 85611
Street Address City State Zip Code

5. Location of fair/festival: 290 ELGIN-CANELO RD SANTA CRUZ 85611
Street address City County Zip Code

SECTION 2 Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.
Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	Date	Day of Week	Start Time AM/PM	End Time AM/PM
1.	<u>11/12/2016</u>	<u>SATURDAY</u>	<u>10am</u>	<u>5pm</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary



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

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

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

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

SECTION 1 Application type:

Wine Fair Wine Festival Craft Distillery Fair Craft Distillery Festival

1. Applicant's Name: Milton Craig Contact Phone #: 520-762-8585

2. Business name: Charron Vineyards Liquor license #: 13103003
Farm Winery or Craft Distillery

3. Email: info@charronvineyards.com

4. Mailing address: 18585 S Sonoita Hwy Vail AZ 85641
Street Address City State Zip Code

5. Location of fair/festival: 290 E Elgin-Canelo Rd Elgin Santa Cruz 85611
Street address City County Zip Code

SECTION 2 Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.
Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	Date	Day of Week	Start Time AM/PM	End Time AM/PM
1.	<u>11/12/16</u>	<u>Saturday</u>	<u>10 am</u>	<u>5 pm</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary



Arizona Department of Liquor Licenses and Control
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 Phoenix, AZ 85007-2934
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 (602) 542-5141

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

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

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

SECTION 1 Application type:

Wine Fair Wine Festival Craft Distillery Fair Craft Distillery Festival

- Applicant's Name: Kent Callaghan Contact Phone #: 520-444-5393
- Business name: Callaghan Vineyards Liquor license #: 13123004
Farm Winery or Craft Distillery
- Email: Kentcallaghan@gmail.com
- Mailing address: PO Box 530 Sonoita AZ 85637
Street Address City State Zip Code
- Location of fair/festival: 290 Elgin Rd. Elgin Santa Cruz 85611
Street address City County Zip Code

SECTION 2 Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.

Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	Date	Day of Week	Start Time AM/PM	End Time AM/PM
1.	<u>11/12/2016</u>	<u>Saturday</u>	<u>10</u>	<u>5</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary



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

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

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

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

SECTION 1 Application type:

- Wine Fair Wine Festival Craft Distillery Fair Craft Distillery Festival

1. Applicant's Name: Charlene Manning Contact Phone #: 480 650 8651
2. Business name: Manning + Manning LLC Liquor license #: 13123006
Farm Winery or Craft Distillery
3. Email: KJ VINEYARDS@gmail.com
4. Mailing address: 370 Elgin Rd Elgin AZ 85611
Street Address City State Zip Code
5. Location of fair/festival: 290 Elgin Camel Rd Elgin Santa Cruz 85611
Street address City County Zip Code

SECTION 2 Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.
Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	Date	Day of Week	Start Time <u>AM/PM</u>	End Time <u>AM/PM</u>
1.	<u>11/12/2016</u>	<u>Saturday</u>	<u>10:00</u>	<u>5:00</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary



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

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

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

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

SECTION 1 Application type:

Wine Fair Wine Festival Craft Distillery Fair Craft Distillery Festival

1. Applicant's Name: Shannon Austin Contact Phone #: (301) 237-6556
 2. Business name: Arizona Hops and Vines, LLC. Liquor license #: 13123013
Farm Winery or Craft Distillery
 3. Email: shannon@azhopsandvines.com
 4. Mailing address: PO BOX 1422 Sonoita AZ 85637
Street Address City State Zip Code
 5. Location of fair/festival: 290 Elgin Canelo RD Elgin AZ 85611
Street address City County Zip Code

SECTION 2 Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.

Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	Date	Day of Week	Start Time AM/PM	End Time AM/PM
1.	<u>11/12/2016</u>	<u>Saturday</u>	<u>10:00 AM</u>	<u>5:00 PM</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary

Date Printed: 9/28/2016 3:00
 Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2016
 Resolution No: 34474
 Date Created: 9/28/2016 3:00 PM

Reason For Change:

Parcel 105-22-145 is being cancelled and is being re-assigned to parcel 105-22-148 for Tax years 2016 and future tax years. Therefore, created 2016 Tax Notice.

AS BILLED PARCEL ID: 10522148 AREA CODE 0150 CHANGE TO PARCEL ID: 10522148 AREA CODE 0150
 ACCOUNT NUMBER: R010018808 ACCOUNT NUMBER: R010018808
 PUC 3730-MINI-STORAGE PUC 3730-MINI-STORAGE

Special Districts:

UNITS

Special Districts:

UNITS

Limited Property	Valuation	%	Exempt	Net Assessed	Limited Property	Valuation	%	Exempt	Net Assessed
01121	111,514	18.00	0	20,073	01121	111,514	18.00	0	20,073
0112L	21,083	18.00	0	3,795	0112L	21,083	18.00	0	3,795
Total	132,597		0	23,868	Total	132,597		0	23,868

Full Cash	Valuation	%	Exempt	Net Assessed	Full Cash	Valuation	%	Exempt	Net Assessed
01121	111,514	18.00	0	20,073	01121	111,514	18.00	0	20,073
0112L	21,083	18.00	0	3,795	0112L	21,083	18.00	0	3,795
Total	132,597		0	23,868	Total	132,597		0	23,868

Description As Billed

A PORTION OF LAND IN THE NE4 SE4 OF SECTION 31 T23S R14E AKA: LOT 1F-B

DEXTER REAL ESTATE INC
 3020 N SILVER HILLS DRIVE
 NOGALES, AZ 85621

Description Change To

A PORTION OF LAND IN THE NE4 SE4 OF SECTION 31 T23S R14E AKA: LOT 1F-B

DEXTER REAL ESTATE INC
 3020 N SILVER HILLS DRIVE
 NOGALES, AZ 85621



Date Printed: 9/29/2016 9:59
 Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2016
 Resolution No: 34478
 Date Created: 9/29/2016 9:59 AM

Reason For Change:

Parcel # 105-22-145 is being cancelled and is being re-assigned to parcel # 105-22-148. Parcel 105-22-145 is being deleted for tax year 2016 and future tax years. Parcel 105-22-148 is being created for tax years 2016.

AS BILLED PARCEL ID: 10522145
 ACCOUNT NUMBER: R000050105
 PUC 3730-MINI-STORAGE

CHANGE TO PARCEL ID: 10522145
 ACCOUNT NUMBER: R000050105
 PUC 3730-MINI-STORAGE

AREA CODE 0150

Special Districts:

UNITS

Special Districts:

UNITS

Limited Property	Valuation	%	Exempt	Net Assessed	Limited Property	Valuation	%	Exempt	Net Assessed
02RL	13,560	15.00	0	2,034	Total	0	0	0	0
0112I	111,514	18.00	0	20,073					
0112L	7,523	18.00	0	1,354					
Total:	132,597			23,461					
Total:	132,597			23,461					

Description As Billed

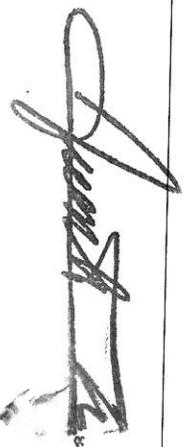
A PORTION OF LAND IN THE NE4 SE4 OF SEC 31 T23S R14E AKA: LOT 1F-B

DEXTER REAL ESTATE INC
 3020 N SILVER HILLS DRIVE
 NOGALES, AZ 85621

Description Change To

A PORTION OF LAND IN THE NE4 SE4 OF SEC 31 T23S R14E AKA: LOT 1F-B

DEXTER REAL ESTATE INC
 3020 N SILVER HILLS DRIVE
 NOGALES, AZ 85621



Date Printed: 9/28/2016 4:51
 Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2013
 Resolution No: 34475
 Date Created: 9/28/2016 4:51 PM

Reason For Change:

Ownership correction for 2013 tax year.

AS BILLED PARCEL ID: 15301053
 ACCOUNT NUMBER: R000043202
 PUC

AREA CODE 2801

CHANGE TO PARCEL ID: 15301053
 ACCOUNT NUMBER: R000043202
 PUC
 0013-VL-RES-RURAL-
 SUBDIVIDED

AREA CODE 2801

Special Districts:

UNITS

Special Districts:

UNITS

Limited Property	Valuation	%	Exempt	Net Assessed	Limited Property	Valuation	%	Exempt	Net Assessed
02RL	5,340	16.00	0	854	02RL	5,340	16.00	0	854
Total	5,340		0	854	Total	5,340		0	854

Full Cash	Valuation	%	Exempt	Net Assessed	Full Cash	Valuation	%	Exempt	Net Assessed
02RL	5,340	16.00	0	854	02RL	5,340	16.00	0	854
Total	5,340		0	854	Total	5,340		0	854

Description As Billed

KINO SPRINGS GOLF COURSE L.L.C.
 187 KINO SPRINGS DR
 NOGALES, AZ 85621

Description Change To

KINO SPRINGS UNIT #1 LOT 53 BLK 43
 HERNANDEZ ALFONSO URTIZ
 HERNANDEZ EDUARDO URTIZ
 3367 DALE STREET
 SAN DIEGO, CA 92104

Date Printed: 9/28/2016 4:52
 Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2014
 Resolution No: 34476
 Date Created: 9/28/2016 4:52 PM

Reason For Change:

Ownership correction for 2014 tax year.

AS BILLED PARCEL ID: 15301053	AREA CODE 2801	CHANGE TO PARCEL ID: 15301053	AREA CODE 2801
ACCOUNT NUMBER: R0000043202		ACCOUNT NUMBER: R0000043202	
PUC 0013-VL-RES-RURAL-SUBDIVIDED		PUC 0013-VL-RES-RURAL-SUBDIVIDED	

Special Districts:		Special Districts:	
Limited Property	Valuation	%	Exempt
02RL	5,340	16.00	0
Total	5,340		0
			Net Assessed
			854

Special Districts:		Special Districts:	
Limited Property	Valuation	%	Exempt
02RL	5,340	16.00	0
Total	5,340		0
			Net Assessed
			854

Description As Billed
 KINO SPRINGS UNIT #1 LOT 53 BLK 43

Description Change To
 KINO SPRINGS UNIT #1 LOT 53 BLK 43

KINO SPRINGS GOLF COURSE L.L.C.
 187 KINO SPRINGS DR
 NOGALES, AZ 85621

HERNANDEZ ALFONSO URTIZ
 HERNANDEZ EDUARDO URTIZ
 3367 DALE STREET
 SAN DIEGO, CA 92104



Date Printed: 9/28/2016 4:54
 Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
 Resolution No: 34477
 Date Created: 9/28/2016 4:54 PM

Reason For Change:

Ownership correction for 2015 tax year.

AS BILLED PARCEL ID: 15301053	AREA CODE 2801	CHANGE TO PARCEL ID: 15301053	AREA CODE 2801
ACCOUNT NUMBER: R000043202		ACCOUNT NUMBER: R000043202	
PUC 0013-VL-RES-RURAL-SUBDIVIDED		PUC 0013-VL-RES-RURAL-SUBDIVIDED	

Special Districts:

UNITS

Special Districts:

UNITS

Limited Property	Valuation	%	Exempt	Net Assessed	Limited Property	Valuation	%	Exempt	Net Assessed
02RL	5,340	16.00	0	854	02RL	5,340	16.00	0	854
Total	5,340		0	854	Total	5,340		0	854

Full Cash	Valuation	%	Exempt	Net Assessed	Full Cash	Valuation	%	Exempt	Net Assessed
02RL	5,340	16.00	0	854	02RL	5,340	16.00	0	854
Total	5,340		0	854	Total	5,340		0	854

Description As Billed
 KINO SPRINGS UNIT #1 LOT 53 BLK 43

KINO SPRINGS GOLF COURSE L.L.C.
 187 KINO SPRINGS DR
 NOGALES, AZ 85621

Description Change To
 KINO SPRINGS UNIT #1 LOT 53 BLK 43

HERNANDEZ ALFONSO URTIZ
 HERNANDEZ EDUARDO URTIZ
 3367 DALE STREET
 SAN DIEGO, CA 92104

Date Printed: 9/30/2016 12:06
 Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2016
 Resolution No: 34480
 Date Created: 9/30/2016 12:06 PM

Reason For Change:

Ownership correction for 2016 and 2017 tax years.

AS BILLED PARCEL ID: 10201052 AREA CODE 0150
 ACCOUNT NUMBER: R000002641
 PUC 0730-CONDO/TH, 070-3

CHANGE TO PARCEL ID: 10201052 AREA CODE 0150
 ACCOUNT NUMBER: R000002641
 PUC 0730-CONDO/TH, 070-3

Special Districts:

UNITS

Special Districts:

UNITS

Limited Property	Valuation	%	Exempt	Net Assessed	Limited Property	Valuation	%	Exempt	Net Assessed
031	51,437	10.00	0	5,144	031	51,437	10.00	0	5,144
03L	12,000	10.00	0	1,200	03L	12,000	10.00	0	1,200
Total	63,437		0	6,344	Total	63,437		0	6,344

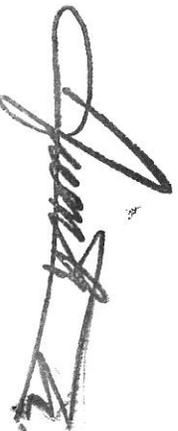
Full Cash	Valuation	%	Exempt	Net Assessed	Full Cash	Valuation	%	Exempt	Net Assessed
031	51,437	10.00	0	5,144	031	51,437	10.00	0	5,144
03L	12,000	10.00	0	1,200	03L	12,000	10.00	0	1,200
Total	63,437		0	6,344	Total	63,437		0	6,344

Description As Billed
 SUB VILLA MARIPOSA LOT 9

Description Change To
 SUB VILLA MARIPOSA LOT 9

VALDEZ YOLANDA
 263 W/VIEW POINT DR
 NOGALES, AZ 85621

BERNAL LOURDES
 5551 E BELLEVUE ST
 TUCSON, AZ 85712



Date Printed: 9/30/2016 9:32
 Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2016
 Resolution No: 34479
 Date Created: 9/30/2016 9:32 AM

Reason For Change:

Ownership correction for 2016 tax year.

AS BILLED PARCEL ID: 10522038
 ACCOUNT NUMBER: R000007444
 PUC 0730-CONDO/TH, 070-3

AREA CODE 0150

CHANGE TO PARCEL ID: 10522038
 ACCOUNT NUMBER: R000007444
 PUC 0730-CONDO/TH, 070-3

AREA CODE 0150

Special Districts:

UNITS

Special Districts:

UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
04011	17,197	10.00	0	1,720
0401L	8,100	10.00	0	810
Total	25,297		0	2,530

Limited Property	Valuation	%	Exempt	Net Assessed
04011	17,197	10.00	0	1,720
0401L	8,100	10.00	0	810
Total	25,297		0	2,530

Full Cash	Valuation	%	Exempt	Net Assessed
04011	17,197	10.00	0	1,720
0401L	8,100	10.00	0	810
Total	25,297		0	2,530

Full Cash	Valuation	%	Exempt	Net Assessed
04011	17,197	10.00	0	1,720
0401L	8,100	10.00	0	810
Total	25,297		0	2,530

Description As Billed
 VILLA HERMOSA LOT 9

Description Change To
 VILLA HERMOSA LOT 9

BERNAL LOURDES L
 5551 E BELLEVUE ST
 TUCSON, AZ 85712

BLAXERNA INC AN ARIZ CORP
 C/O REMAX ASSOCIATES INC
 P O BOX G
 NOGALES, AZ 85628



Date Printed: 10/6/2016 11:22
 Prepared By: GABRIELA

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2016
 Resolution No: 34491
 Date Created: 10/6/2016 11:22 AM

Reason For Change:

IMPROVEMENT DOUBLE ASSESSED WITH PARCEL #108-07-054. CANCEL TAX BILL FOR TP#P201100107 AND CREDIT PAYMENT TO PARCEL #108-07-054. PREVIOUS YEARS TO BE ABATED BY TREASURER.

AS BILLED PARCEL ID: 10807054
 ACCOUNT NUMBER: P201100107
 PUC 7300-CM
 FURN/FIX/MACH/EQUI
 P

AREA CODE 2501

CHANGE TO PARCEL ID: 10807054
 ACCOUNT NUMBER: P201100107
 PUC 7300-CM
 FURN/FIX/MACH/EQUI
 P

AREA CODE 2501

Special Districts:

Limited Property	Valuation	%	Exempt	UNITS	Net Assessed
0113P	97,845	18.00	0		17,612
Total	97,845		0		17,612

Special Districts:

Limited Property	Valuation	%	Exempt	UNITS	Net Assessed
Total	0		0		0

Full Cash	Valuation	%	Exempt	Net Assessed
0113P	97,845	18.00	0	17,612
Total	97,845		0	17,612

Full Cash	Valuation	%	Exempt	Net Assessed
Total	0		0	0

Description As Billed

FARM CREDIT LEASING SERVICES CORP
 ATTN: TAX DEPARTMENT
 6340 S FIDDLERS GREEN CIRCLE
 GREENWOOD VILLAGE, CO 80111-4951

Description Change To

FARM CREDIT LEASING SERVICES CORP
 ATTN: TAX DEPARTMENT
 6340 S FIDDLERS GREEN CIRCLE
 GREENWOOD VILLAGE, CO 80111-4951



Date Printed: 10/6/2016 11:20
 Prepared By: GABRIELA

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
 Resolution No: 34490
 Date Created: 10/6/2016 11:20 AM

Reason For Change:

IMPROVEMENT DOUBLE ASSESSED WITH PARCEL #108-07-054. CANCEL TAX BILL FOR TP#P201100107 AND CREDIT PAYMENT TO PARCEL #108-07-054. PREVIOUS YEARS TO BE ABATED BY TREASURER.

AS BILLED PARCEL ID: 10807054	AREA CODE 2501	CHANGE TO PARCEL ID: 10807054	AREA CODE 2501
ACCOUNT NUMBER: P201100107		ACCOUNT NUMBER: P201100107	
PUC 7300-CM		PUC 7300-CM	
FURN/FIX/MACH/EQUI		FURN/FIX/MACH/EQUI	
P		P	

	Valuation	%	Exempt	Net Assessed	Special Districts:	Valuation	%	Exempt	Net Assessed
					UNITS				
Limited Property									
0113P	127,495	18.50	0	23,587		0	0	0	
Total	127,495		0	23,587					

	Valuation	%	Exempt	Net Assessed	Full Cash	Valuation	%	Exempt	Net Assessed
Full Cash									
0113P	127,495	18.50	0	23,587	Total	0	0	0	
Total	127,495		0	23,587					

Description As Billed

FARM CREDIT LEASING SERVICES CORP
 ATTN: TAX DEPARTMENT
 5500 S QUEBEC ST
 GREENWOOD VILLAGE, CO 80111

Description Change To

FARM CREDIT LEASING SERVICES CORP
 ATTN: TAX DEPARTMENT
 5500 S QUEBEC ST
 GREENWOOD VILLAGE, CO 80111

APPROVED
 ASSESSOR'S OFFICE

OCT 6 2016



Date Printed: 10/6/2016 10:35
 Prepared By: GABRIELA

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2014
 Resolution No: 34484
 Date Created: 10/6/2016 10:35 AM

Reason For Change:

IMPROVEMENT DOUBLE ASSESSED WITH PARCEL #108-07-054. CANCEL TAX BILL FOR TP#P201100107 AND CREDIT PAYMENT TO PARCEL #108-07-054. PREVIOUS YEARS TO BE ABATED BY TREASURER.

AS BILLED PARCEL ID:	P201100107	AREA CODE	2501	CHANGE TO PARCEL ID:	P201100107	AREA CODE	2501
ACCOUNT NUMBER:	P201100107			ACCOUNT NUMBER:	P201100107		
PUC	7300-CM			PUC	7300-CM		
	FURN/FIX/MACH/EQUI				FURN/FIX/MACH/EQUI		
	P				P		

Special Districts:				UNITS		Special Districts:				UNITS
Limited Property	Valuation	%	Exempt	Net Assessed		Limited Property	Valuation	%	Exempt	Net Assessed
0113P	153,291	19.00	0	29,125	Total	Total	0	0	0	0
Total	153,291		0	29,125						

Full Cash	Valuation	%	Exempt	Net Assessed	Full Cash	Valuation	%	Exempt	Net Assessed
0113P	153,291	19.00	0	29,125	Total	0	0	0	0
Total	153,291		0	29,125					

Description As Billed

FARM CREDIT LEASING SERVICES CORP
 ATTN: TAX DEPARTMENT
 5500 S QUEBEC ST
 GREENWOOD VILLAGE, CO 80111

Description Change To

FARM CREDIT LEASING SERVICES CORP
 ATTN: TAX DEPARTMENT
 5500 S QUEBEC ST
 GREENWOOD VILLAGE, CO 80111

