

1. 9:30 A.M. REGULAR MEETING AGENDA

Documents:

[01-07-20.PDF](#)

2. 9:30 A.M. DOCUMENTATION (3.8MB)

Documents:

[01-07-20.PDF](#)

3. ACTION TAKEN

Documents:

[01-07-20 ACTION.PDF](#)



Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
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 **Tuesday, January 7th, 2020** at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

Notice is further given that one or more members 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 2nd day of January, 2020.

Tara R. Hampton, Clerk
Board of Supervisors



Board of Supervisors Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

A G E N D A

January 7, 2020 at 9:30 a.m.
Santa Cruz County Complex
2150 N. Congress Drive, Room 120
Nogales, AZ 85621

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. ADOPTION OF AGENDA

C. CALL TO THE PUBLIC:

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

D. CURRENT EVENTS

1. Board of Supervisors
2. Manager

E. DEPARTMENT REPORTS AND ACTIVITIES

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

F. FLOOD CONTROL

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

G. ACTION ITEMS

ACTION TAKEN

1. Discussion/possible action to approve the Memorandum of Agreement with Lourdes Catholic School for the purpose of implementing the Elementary Robotics Afterschool Program for the 2019/2020 school year (Req: School Superintendent) _____
2. Discussion/possible action to approve the Symantec EndPoint Protection 14.2 license for the mandated software used for conducting elections in the amount of \$61 (Req: Elections) _____
3. Discussion/possible action: recommendation of approval/disapproval of Application for Special Event License for K. Newby Gallery & Sculpture Garden, 02/05/20 – 02/09/20, Tubac (Req: Clerk) _____
4. Demands _____
5. Approval of Minutes: 10/02/19, 10/09/19, 10/23/19, 11/06/19 & 11/20/19 _____

H. ADJOURNMENT

Posted: 01/02/20 at 12:20 p.m. by LT

Tara R. Hampton, 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. §3-431.03(A) (3).



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CASH AND INVESTMENT REPORT

January 7, 2020

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	100	GENERAL FUND	\$ 5,589,968	\$ 97,098	\$ 1,768,478	\$ 7,358,446
225	101	J.P. #1 TIME PAYMENT FEES	62,961			62,961
245	102	J.P. #2 TIME PAYMENT FEES	(903)			(903)
262	103	J.C.E.F. COURT FEE FUND	126,642			126,642
226	105	DRUG COURT DIVERSION FUND	976			976
181	106	EXPED. CHILD SUPPORT & VISITATION	95,056			95,056
180	107	CLERK'S SUPERIOR COURT RETRIEVAL FUND	111,293			111,293
182	108	SPOUSAL MAINTENANCE FUND	15,536			15,536
183	109	CHILD SUPPORT AUTOMATION FUND	1,912			1,912
125	110	PROSECUTION HIDTA (PIMA)	(56,846)			(56,846)
126	111	ATTORNEY'S DIVERSION PROGRAM	4,923			4,923
127	112	VICTIM RIGHTS NOTIFICATION	6,352			6,352
128	113	BAD CHECK PROGRAM	3,249			3,249
130	116	COST OF PROSECUTION	1,306		0.49	1,306
343	117	911 GRANT	0			0
184	118	DOMESTIC REL. ED. MEDIATION FUND	13,933			13,933
258	119	DOMESTIC REL. ED. CHILD ISSUES	(212)			(212)
185	122	NON IV-D CONVERSION FUND	729			729
259	125	5% FILL THE GAP FUND	38,766			38,766
111	128	RECORDER'S RETRIEVAL FUND	149,832		192,334	342,166
227	133	CIRCLES OF PEACE	9,521			9,521
203	134	HAZARDOUS MATERIALS (HMEP) GRANT	3,269			3,269
112	135	TREASURER'S RETRIEVAL FUND	110,738			110,738
204	137	PRE-DISASTER MITIGATION	0			0
205	139	TOHONO O'ODHAM (EM)	16			16
132	141	FILL THE GAP (ATTORNEY)	1,607			1,607
110	142	ASSESSOR'S RETRIEVAL FUND	31,588			31,588
133	143	5% FTG ALLOCATION-C.A. 21.61%	10,082			10,082
206	144	EMERGENCY RESPONSE FUND	0			0
202	147	AZDOHS-HSGP#160405-01/02	0			0
228	148	JP #1 FARE PROGRAM	14,551			14,551
151	151	FEDERAL PROGRAM INCOME-CA	0			0
152	152	VICTIMS OF CRIME STRIVE	(32,768)			(32,768)
154	154	ADHS OVERTIME 130435-01	0			0
615	155	CASE MANAGEMENT FUND	36,922			36,922
155	156	SLOT GRANT- COUNTY ATTORNEY	(2,486)			(2,486)
211	160	INTEROPERABLE RADIO CHANNEL	0			0
187	187	DES IV-D CLERK GRANT	(204)			(204)
676	191	SCHOOL FOREST FEES FUND	18			18
677	192	EARLY LEARNING	4,149			4,149
678	193	FIRST THINGS FIRST HOME VISIT	(16,351)			(16,351)
679	194	READING FIRST-TECH ASSISTANT	922			922
680	195	CAROL M WHITE - PHYSICAL ED GRANT	0			0
329	197	COMMISSARY FUND	27,900			27,900
117	198	SANTA CRUZ FAIR ASSOCIATION	0			0
265	200	COURT SECURITY IMPROVEMENTS	9,542			9,542
257	203	LAW LIBRARY FUND	84,817			84,817
120	204	OLD COURTHOUSE FUND	(16,249)			(16,249)
105	205	ROAD FUND	896,486		1,751,273	2,647,758
625	206	WASTE TIRE GRANT (ADEQ)	139,084			139,084
600	207	ANIMAL CONTROL FUND	(194,067)			(194,067)
601	208	STERILIZATION ENFORCEMENT FUND	19,287			19,287
106	209	LOCAL TRANSPORTATION ASSISTANCE	0			0
134	210	ANTI-RACKETEERING	71,434			71,434
135	211	A.C.J.C. PROSECUTION (CA)	0			0
136	212	RESTITUTION--VICTIMS COMP	41,313			41,313
137	213	VOCA--VICTIMS COMP	(11,647)			(11,647)
138	214	ACJC--ATTY'S VICTIMS COMP FUND	(4,807)			(4,807)
326	216	HIDTA-MTF	0			0
327	217	SHERIFF A.C.J.C. GRANT (MTF)	(6,432)			(6,432)
139	219	ATTORNEY'S ENHANCEMENT FUND	(21,113)			(21,113)
282	221	JUVENILE PROBATION SVC FEES	119,319		26,313	145,632
263	222	FARE PROGRAM FUND	613			613
280	223	FAMILY COUNSELING GRANT	12,727			12,727
308	224	ADULT PROBATION SERVICE FEES	455,146		101,900	557,046
140	225	CRIME VICTIM ASSISTANCE GRANT	0			0
277	226	JCEF-STANDARD SUPPLEMENTAL	0			0
302	227	JCEF-STATE AID ENHANCEMENT SUPPLEMENTAL	0			0
281	228	JUVENILE DIVERSION SVC FEES-UNDER	104,049		3,970	108,019
311	229	JCEF-ADULT INTENSIVE PROB SUPPLEMENTAL	0			0
275	230	DIVERSION INTAKE	(11,478)			(11,478)
300	231	COMMUNITY PUNISHMENT PROGRAM	17,923			17,923

274	232	JCEF-JUVENILE INTENSIVE PROB.SUPPLEMENT	(201)		(201)
250	233	CASA PROGRAM FUND	(1,849)		(1,849)
273	234	JUVENILE INTENSIVE PROBATION SUPERVISION	(6,247)		(6,247)
310	235	ADULT INTENSIVE PROBATION SUPERVISION	(26,466)		(26,466)
276	236	STANDARD PROBATION	4,326		4,326
301	237	STATE AID ENHANCEMENT GRANT	21,035		21,035
304	238	DRUG ENFORCEMENT ACCOUNT GRANT	0		0
312	239	PROBATION/PAROLE SERVICES DYTR	8,594	40,649	49,243
330	240	JAIL ENHANCEMENT GRANT	292,618		292,618
331	242	GOHS DUI GRANT (SHERIFF)	(1,232)		(1,232)
332	243	VICTIM BILL OF RIGHTS	(473)		(473)
681	244	GOVERNOR'S HEALTHY FAMILY GRT	(19)		(19)
333	247	OPERATION STONEGARDEN #180432-01	(195,578)		(195,578)
683	249	JUVENILE EDUCATION FUND	98,692		98,692
370	250	ENVIRONMENTAL HEALTH SERVICE FUND	(161,077)		(161,077)
373	253	SMOKE FREE ARIZONA	(4,290)		(4,290)
376	258	ZIKA ELC	2,032		2,032
334	260	FEDERAL SEIZURE SO	20,304		20,304
141	264	FEDERAL SEIZURE (CA)	20,230	1,028	21,259
684	266	GEAR UP	(46,211)		(46,211)
255	267	TRAFFIC CASE PROCESSING FUND	12,693		12,693
337	268	DOJ BULLET PROOF VEST FUNDING	0		0
377	269	BIO-TERRORISM GRANT	(27,514)		(27,514)
338	270	AATA LAW ENFORCEMENT GRANT	0		0
685	272	TITLE II-A	6,545		6,545
339	273	AZDPS-BORDER ENHANCEMENT	155,917		155,917
686	274	TITLE I-D	(1,876)		(1,876)
142	276	AZ AUTO THEFT AUTHORITY (CA)	28,445		28,445
143/342	277	STATE PROGRAM INCOME C.A. & METRO	72,163		72,163
689	280	PART B IDEA BASIC	9,498		9,498
690	281	CHEMICAL ABUSE	0		0
381	284	EBOLA AWARD	0		0
346	286	ACJC/JAG UNDER 10K	0		0
344	287	ANTI METH INITIATIVE	0		0
379	288	T.B. GRANT	(24,202)		(24,202)
283	290	JUV PROB SVC EXTRA FEES > \$40	20,788		20,788
307	291	ADULT PROB FEES INTRST COMP 30%	11,876		11,876
309	292	ADULT PROB SVC EXTRA FEES > \$40	120,498		120,498
691	299	COUNTY JAIL EDUCATION	44,676		44,676
254	300	COMMUNITY ADVISORY BOARD	23		23
306	301	ADULT PROBATION DRUG TESTING	21,937		21,937
278	302	DIVERSION CONSEQUENCES	(3,048)		(3,048)
279	303	JUV PROB SVC FUND TREATMENT	(8,292)		(8,292)
303	304	DRUG TREATMENT & EDUCATION FUND	5,466		5,466
254	305	JUVENILE COMMUNITY ADVISORY BRD	0		0
305	306	VICTIMS RIGHTS PROG-PROBATION	1,380		1,380
251	307	MODEL COURT, CRT IMPROVEMENT	0		0
253	308	DEPENDENCY CASE PROCESSING	0		0
252	309	D.E.S. IV-D	18,204		18,204
256	312	FTG-INDIGENT DEFENSE	0	0.00	0
626	313	SELF HHW/ABOP SITE	6,149		6,149
288	314	JAIBG #2	387		387
287	315	JUV ACCOUNTABILITY BLOCK JAIBG	209		209
290	319	JUVENILE DETENTION ALTERNATIVE INITIATIVES	0		0
341	320	OPERATION STONE GARDEN #160420	0		0
260	321	5% FTG ALLOC-SUP CRT 57.37%	633,917		633,917
261	322	5% FTG ALLOC-IND DEF 20.53%	355,504		355,504
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	1,548,040		2,997,687
950	351	FIRE DISTRICT SECONDARY FUND	39,127	(97,098)	39,127
352	352	BORDER SECURITY ENHANCEMENT PROGRAM	0		0
651	353	FLOOD CONTROL RESERVE FUND	498,447	196,611	695,058
354	354	ICE GRANT	(45,085)		(45,085)
355	355	OPERATION STONE GARDEN #170432-01	(12,997)		(12,997)
356	356	SLOT GRANT	0		0
357	357	TOHONO O'ODHAM (SO)	53,736		53,736
358	358	OPERATION STONE GARDEN #130433-01	0		0
359	359	OPERATION STONE GARDEN #140425	0		0
360	361	OPERATION STONE GARDEN #150417	4,123		4,123
725	365	PROFESSIONAL DEVELOPMENT GRANT	(13,300)		(13,300)
746	377	WIOA RAPID RESPONSE	0		0
693	379	TECHNOLOCHICAS LIFT INITIATIVE	81,948		81,948
727/728	380	WIOA YOUTH PROGRAM	(24,416)		(24,416)
729	381	WIOA GENERAL	32		32
731	383	LAND MANAGEMENT-WIOA	0		0
732	384	WIOA/TANF SET A SIDE	0		0
733	385	DEPT OF EDUC. RECREATION GRANT	0		0

747	387	ADULT EDUCATION-ABE/ASE FEDERAL	(37,430)		(37,430)
736	390	ADULT EDUCATION WIOA SUPPLEMENTAL	(1,373)		(1,373)
739	393	WIOA ADULT	(16,501)		(16,501)
740	394	WIOA DISLOCATED WORKER	(15,146)		(15,146)
741	395	WIOA ADMINISTRATION	(4,726)		(4,726)
743	397	WORK INCENTIVE GRANT	0		0
440	405	CDBG #121-20 BOYS & GIRLS CLUB	(3,829)		(3,829)
400	408	APRON RECONSTRUCTION	0		0
490	415	CDBG PROJECTS	0		0
402	422	RUNWAY & TAXI CONNECTOR REHAB	(7,297)		(7,297)
405	428	AIRFIELD ELECTRICAL UPGRADE DESIGN	(25,111)		(25,111)
406	429	CDBG REGIONAL ACCOUNT	0		0
407	430	PHASE 1 - APRON DESIGN	0		0
451	431	RIO RICO RD IMPROVEMENT-CDBG	0		0
436	436	CDBG #127-20 COURTHOUSE PLANNING	(3,000)		(3,000)
438	438	CDBG #122-20 COMMERCIAL KITCHEN	(3,000)		(3,000)
412	441	EVIRON ASSESSMENT-LAND ACQ	0		0
414	443	AIRPORT MASTER PLAN UPDATE	0		0
453	453	CDBG GORRION COURT	0		0
442	486	JAIL DIST CONSTRUCTION/BOND PROCEEDS	136,011	132,960	268,971
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336	75,221	77,557
121	488	DEBT SERVICE FUND	761	46,940	47,701
325	489	JAIL DISTRICT	284,082	2,147	286,229
491	491	COLONIAS GRANT NOGALITOS	0		0
502	502	TOHONO O'ODHAM (LANDFILL)	0		0
210	503	HAZMAT CAPACITY BUILDING/AZ-SON	6		6
500	540	LANDFILL	1,767,850		1,767,850
501	541	LANDFILL RESERVE FUND	2,417,065	1,050,681	3,467,746
602	602	OFFICER SAFETY EQUIPMENT-AC	2,953		2,953
694	651	ELEMENTARY ROBOTICS PROGRAM	11,929		11,929
695	652	IME BECAS GRANT	6,410		6,410
704	659	IDEA BASIC JUVENILE SECURE CARE	4,809		4,809
698	660	SCHOOL SUPPORT	(47,406)		(47,406)
701	663	21ST CENTURY LEARNING CTR	468		468
706	664	TAYLOR GRAZING FEES	102		102
707	665	STATE CHEMICAL ABUSE	30		30
951	667	INDIRECT COSTS	(21,893)		(21,893)
699	676	SPECIAL SVCS 15-365	440,139		440,139
953	677	SCC CONSORTIUM DUES	181		181
711	687	IDEA BASIC ADULT SECURE CARE	5,271		5,271
712	688	JUVENILE DETENTION LEARN	(331)		(331)
118	689	HAVA BLOCK GRANT	6,513		6,513
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	210		210
716	716	TEAM ANONYMOUS	9,561		9,561
717	717	ADOLESCENT WELLNESS NETWORK	176		176
718	718	DISTRICT #99-INSURANCE FUND	10,499		10,499
719	719	YOUTH CAREER CONNECT GRANT	(45)		(45)
720	720	HEALTHY STUDENTS	(11)		(11)
750	750	ADULT EDUCATION - ELAA STATE	(16,749)		(16,749)
751	751	ADULT EDUCATION - ELAA FEDERAL	(11,066)		(11,066)
752	752	CAREER & COLLEGE READINESS	0		0
753	753	ADULT EDUCATION - ABE/ASE STATE	(11,544)		(11,544)
756	756	WIOA TABE 9-10	0		0
757	757	ADULT EDUCATION - IEL/CE TRAINING	(10,214)		(10,214)
759	759	WIOA POSTSECONDARY BRIDGE	0		0
653	760	NOGALES WASH MANHOLE #89 EMERG	(89,755)		(89,755)
387	803	ZIKA PHEP	0		0
186	956	EMANCIPATION ADMIN COSTS	68		68
248	974	COURT ENHANCEMENT FEE-JP #2	50,582		50,582
247	975	\$13 ASSESSMENT FUND-JP #2	7,639		7,639
231	976	COURT ENHANCEMENT FEE-JP #1	137,770		137,770
230	977	\$13 ASSESSMENT FUND-JP #1	43,621		43,621
353	978	OFFICER SAFETY EQUIPMENT-SO	9,525		9,525
148	981	DOMESTIC VIOLENCE STOP GRANT	0		0
147	982	PRETRIAL INTERVENTION PROGRAM	55,062		55,062
107	985	PALO PARADO RAILROAD IMPROVEMENT	0		0
149	986	VICTIM SERVICES DONATIONS	0		0
229	987	INCREASING EFFICIENCY	0		0
289	988	JUV DIVERSION SVC FEES-OVER	11,562		11,562
351	992	FEDERAL PROGRAM INCOME-MTF	0		0
386	993	MEDICAL RESERVE CORP	21,497		21,497
246	995	JP #2 FARE PROGRAM	1,330		1,330
208	997	CITIZEN CORPS TRAIN #150406-02	0		0
383	998	IMMUNIZATION PROGRAM	0		0
264	999	STATE-FILL THE GAP (FTG)	0		0
TOTALS FOR ALL FUNDS			\$ 16,805,671	\$ 6,840,153	\$ 23,645,824
SUSPENSE FUND (AMT. UNAPPORT.)			0		

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

GENERAL FUND NET CASH BALANCE	5,589,968	
PENDING - REVENUE		
AUTO LIEU	80,000.00	
SALES TAX	150,000.00	
COUNTY 1/2 CENT TAX	175,000.00	
APPORTIONMENT AMOUNT	-	
LOTTERY	-	
PENDING - EXPENDITURES		
JANUARY 7, 2019 EXPENSE WARRANTS	(191,784)	
JANUARY 17, 2019 PAYROLL WARRANTS	(585,000)	
JANUARY 21, 2019 EXPENSE WARRANTS	(250,000)	
SPECIAL REVENUE DEFICIT	(1,306,361)	
STATE POOL INVESTMENT	1,768,478	
ESTIMATED E.O.M. BALANCE	<u><u>5,430,301</u></u>	
DIFFERENCE		987,932
CASH AT JANUARY 2019	<u><u>4,442,369</u></u>	

Interoffice Memorandum

TO: Board of Supervisors

FROM: School Superintendent, Alfredo I. Velásquez

SUBJECT: The Memorandum of Agreement between the Santa Cruz County School Superintendent and Lourdes Catholic School for the purpose of implementing the Elementary Robotics Afterschool Program for the 19/20 school year.

DATE: December 13, 2019

CC: Jennifer St. John, County Manager

Recommendation:

Approve the Memorandum of Agreement between the Santa Cruz County School Superintendent and Lourdes Catholic School for the purpose of implementing the Elementary Robotics Afterschool Program for the 19/20 school year.

Background:

The Elementary Robotics Afterschool Program is an afterschool program for elementary school students grades 3-5 to promote Science Technology Engineering and Math ("STEM") careers. The participating sites are: A.J. Mitchell Elementary School, Bracker Elementary School, Lincoln Elementary School, Mary Welty Elementary School, Challenger Elementary School, Fo. Vasquez de Coronado Elementary School, Patagonia Elementary School, Sonoita Elementary School District, Santa Cruz Elementary School District, San Cayetano Elementary School, Calabasas School, Mountain View Elementary School, Lourdes Catholic School, and Sacred Heart Catholic School.

Over the course of forty-two (42) program hours, a minimum of twenty (25) students will learn and apply theory of the functioning of a robot, understand the mechanics of the assembly process, and the function of electronic cards. Total funding from South 32 for the 2019-2020 fiscal year is fifty-three thousand, one-hundred dollars (\$53,100). The funding from South 32 represents one half of the total required funding for the Elementary Robotics Afterschool Program. South 32 is a global resources company, producing products that are used in nearly every aspect of our daily lives and understands the important of working with local communities.

Financial Implications:

Lourdes Catholic School will not receive any funding for the project. It will be implemented by the Santa Cruz County School Superintendent's Office.

Proposed Motion:

"Mr. Chairman I move to approve the Memorandum of Agreement between the Santa Cruz County School Superintendent and Lourdes Catholic School for the purpose of implementing the Elementary Robotics Afterschool Program for the 19/20 school year.

**MEMORANDUM OF AGREEMENT
BETWEEN THE SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT AND LOURDES
CATHOLIC SCHOOL FOR THE PURPOSE OF IMPLEMENTING THE ELEMENTARY
ROBOTICS AFTERSCHOOL PROGRAM FOR THE 2019/2020 SCHOOL YEAR.**

This agreement, dated January 7, 2020, between the Santa Cruz County School Superintendent (SCCSS), a duly authorized official of the County of Santa Cruz, State of Arizona, and the Lourdes Catholic School ("School") is a contract for services.

I. Authorization

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

II. Duration

This agreement shall become effective _____ until June 30, 2020. This agreement shall be binding upon the parties.

III. Purpose

The purpose of this agreement is to provide Elementary Robotics Afterschool Program at Lourdes Catholic School and set forth the duties that SCCSS and the School will have in implementing, managing, and administrating the program.

IV. Funding

Funding for services provided through this agreement shall be through a grant to the SCCSS by the South 32 Hermosa Program.

V. Duties of the SCCSS

SCCSS shall:

- A. Direct and oversee the program;
- B. Provide leadership and support to the School participating in the program;
- C. Develop, in conjunction with the participating School, the annual work plan;
- D. Ensure that the program is implemented as approved and in compliance with applicable laws, regulations, and directives. SCCSS will take appropriate action to include terminating this agreement if the program is not implemented as approved by the School;
- E. Inform the School of any directives or communication from the granting agency or other agency that impacts program services, reporting, or finances;
- F. Pay cost for travel for programmed events outside of the programmed afterschool course hours.
- G. Provide instructor and management staff to develop and operate the program as described in the approved grant application and approved program revisions;
- H. Maintain and administer the budget.
- I. Provide supplies and materials necessary to operate the program.

VI. Duties of Lourdes Catholic School:

Lourdes Catholic School shall:

- A. Establish a location through which management and communication will take place;
- B. Provide the space for the proposed program services;
- C. Disseminate information and conduct outreach activities to market the Program to the Lourdes Catholic School community at large.

VII. Termination and Withdrawals

- A. The SCCSS and/or Lourdes Catholic School may determine that the public interest will not be served by the continuation of this agreement and either party to this agreement may withdraw from it so long as the withdrawing party provides 30 day written notice about this withdrawal from the agreement to the non-withdrawing party.
- B. Liability of Obligations Prior to Withdrawal. The withdrawing and non-withdrawing parties shall remain liable for any debts, liabilities, or obligations incurred by them while they were parties to this agreement.
- C. Conflict of Interest. The parties may cancel this agreement without penalty or further obligation pursuant to A.R.S. § 38-511.

VIII. Inspection and Audit

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

IX. Disposition of Property and Funds

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

- A. Property purchased with South 32 funds will be returned to the Santa Cruz County School Superintendents Office.
- B. Lourdes Catholic School will maintain and keep in storage records and papers for a period of five (5) years.

X. Amendments

This agreement may be amended through written agreement of both SCCSS and Lourdes Catholic School and any such amendment shall be effective upon the date it has been executed by all authorized signatories of the parties.

XI. Insurance

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

The County and the School each agree to obtain and maintain throughout the duration of this agreement public liability insurance, 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.

XII. Miscellaneous Provisions

- A. This agreement and attachments shall constitute the full and complete understanding of the parties. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, signed by the designated School official, and attached to the original of this agreement. Such amendments must be approved by SCCSS and the School.
- B. Program and service designs shall be approved by the Santa Cruz County Superintendent or designated administrator.
- C. The agreement shall not be subject to assignment either in whole or in part by either SCCSS or School without the written consent of all parties.

- D. During the performance of this agreement, all parties agree to comply with all applicable laws, rules and executive orders regarding non-discrimination, affirmative action, and equal employment opportunity, including Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, and Section 504 of the Rehabilitation Act of 1973, The Immigrations Control and Reforms Act of 1986, and both parties agree not to discriminate against any person on the basis of race, color, sex, religion, national origin, age, or handicap.
- E. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.
- F. Compliance with Federal Immigration Laws and Regulations. Each party warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Each party acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the either party retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.
- G. 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.
- H. All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties by first class mail, return receipt requested at the following address:

Rosalinda Perez
Elementary Principal
Lourdes Catholic School
555 E. Patagonia Hwy.
Nogales, AZ 85621

Superintendent Alfredo I. Velasquez
Santa Cruz County
School Superintendent
2150 N. Congress Dr.
Nogales, AZ 85621

XV. Severability

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

The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of the Parties after it has been approved at a public meeting by the respective public bodies.

AUTHORIZED SIGNATURES:

SANTA CRUZ BOARD OF SUPERVISORS

Signature

Date

Bruce Bracker, Chairman

Name, Position

SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT

Signature

Date

Alfredo I. Velásquez, County School Superintendent

Name, Position

LOURDES CATHOLIC SCHOOL

Signature

Date

Name, Position

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

Dated this _____ day of _____, 2020.

Attorney for Santa Cruz County

Dated this _____ day of _____, 2020.

Attorney for Lourdes Catholic School

MEMORANDUM

TO: Honorable Chairman and Members of the Board of Supervisors

FROM: Tara Hampton, Clerk of the Board/Elections Director

DATE: January 7, 2020

RE: Symantec EndPoint Protection 14.2 License for the EVS 6.0.4.0 Reporting Standard Standalone System Purchase Order with Election Systems & Software (ES&S)

CC: Jennifer St. John, County Manager

RECOMMENDATION: Staff recommends that the Board approve the Symantec Endpoint Protection 14.2 license for the EVS 6.0.4.0 Reporting Standard Standalone System purchase order with Election Systems & Software (ES&S) for the mandated software used for conducting elections in the amount of \$61 and allow the Chairman to execute said agreement.

BACKGROUND: The Arizona Secretary of State's Office has certified the Election Systems & Software (ES&S) EVS 6.0.4.0 Voting System to be utilized for conducting elections. Based on the fact that Santa Cruz County was just upgraded with the previous version of EVS 6.0.2.1, ES&S will be discounting the installation fee of \$1,300 and charging the county only the Symantec EndPoint Protection 14.2 License fee in the amount of \$61. This upgrade to the voting system is essential in conducting elections in the county.

FINANCIAL IMPLICATIONS: Based on the fact that Santa Cruz County was just upgraded with the previous version of EVS 6.0.2.1, ES&S will be discounting the installation fee of \$1,300 and charging the county only the Symantec EndPoint Protection 14.2 License fee in the amount of \$61.

PROPOSED MOTION: Motion to approve the Symantec Endpoint Protection 14.2 license for the EVS 6.0.4.0 Reporting Standard Standalone System purchase order with Election Systems & Software (ES&S) for the mandated software used for conducting elections in the amount of \$61 and allow the Chairman to execute said agreement.



Election Systems & Software, LLC

11208 John Galt Blvd
Omaha, NE 68137

**EVS 6.0.4.0 Reporting Standard Standalone
System Purchase Order**

December 16, 2019

Santa Cruz County, Arizona

2150 N Congress Dr Ste 119
Nogales, AZ 85621

Qty Ord.	Description	Price	Ext. Price
1	SYMANTEC ENDPOINT PROTECTION 14.2	\$61.00	\$61.00
	SERVICES		
1	STANDALONE EMS INSTALLATION <ul style="list-style-type: none"> • Staging of EMS workstations at ES&S Technical Services lab. <ul style="list-style-type: none"> ○ Includes the installation, configuration, and testing of EMS workstation. • Equipment is shipped to customer location. <ul style="list-style-type: none"> ○ Physical installation of workstation and related hardware (Printer, UPS, etc.) performed by customer. • EMS installation summary documentation provided to customer upon completion of installation. 	\$1,300.00	\$1,300.00
	Installation Discount – EMS Upgraded to EVS 6040 Due to Recent Certification release in proximity to EVS 6021 Installation	(\$1,300.00)	(\$1,300.00)
	Order Total		\$61.00

Invoicing and Payment Terms:

100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of corresponding ES&S Invoice.

Note 1: Pricing of purchase order is valid for 30 days due to fluctuating pricing in 3rd party hardware and software. Agreements will need to be updated if not executed within 30 days.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Note 3: Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.

Note 4: Shipping and Handling is not included in the Order Total and will be invoiced separately.

Note 5: Network Cabling is not included.

Customer acknowledges that ES&S is purchasing the third party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than ES & S ("Third Parties"). Customer further acknowledges that except for the payment to ES & S for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third Party Items which are provided to ES & S.

Customer Signature

Date

Title



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	
Received Date:	
Job #:	
CSR:	
License #:	

APPLICATION FOR SPECIAL EVENT LICENSE
 Fees: \$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.

SECTION 1 Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Stubbs, Karol February 28, 1960
Last First Middle Date of Birth

2. Applicant's mailing address: POB 4096, Tubac, AZ 85646-4096
Street City State Zip

3. Applicant's home/cell phone: (425) 466-7403 Applicant's business phone: (520) 841-6944
Street City State Zip

4. Applicant's email address: karols@msn.com

SECTION 2 Name of Organization, Candidate or Political Party/Gov.: Anza Trail Coalition of Arizona, Inc.

SECTION 3 Non-Profit/IRS Tax Exempt Number: 86-0719784

SECTION 4 Event Location: K. Newby Gallery & Sculpture Garden
 Event Address: 15 Tubac Road, Tubac, AZ 85646, Santa Cruz County

SECTION 5 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>Feb. 5, 2020</u>	<u>Wednesday</u>	<u>10:00am</u>	<u>6:00pm</u>
DAY 2:	<u>Feb. 6, 2020</u>	<u>Thursday</u>	<u>10:00am</u>	<u>6:00pm</u>
DAY 3:	<u>Feb. 7, 2020</u>	<u>Friday</u>	<u>10:00am</u>	<u>6:00pm</u>
DAY 4:	<u>Feb. 8, 2020</u>	<u>Saturday</u>	<u>10:00am</u>	<u>6:00pm</u>
DAY 5:	<u>Feb. 9, 2020</u>	<u>Sunday</u>	<u>10:00am</u>	<u>6:00pm</u>
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

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

0 _____ Number of Police 4 _____ Number of Security Personnel Fencing Barriers

Explanation: Temporary fencing will be erected to ensure no ingress at locations other than the entrance, monitored by 2-4 volunteers. Local law enforcement will be available and notified if necessary.

SECTION 7 Will this event be held on a currently licensed premise and within the already approved premises? Yes No
(If yes, Local Governing Body Signature not required)

Name of Business License Number Phone (Include Area Code)

SECTION 8 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

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

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

SECTION 9 What is the purpose of this event?

On-site consumption Off-site (auction/wine/distilled spirits pull) Both

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)
2. How many special event days have been issued to this organization during the calendar year? 0
(The number cannot exceed 10 days per year.)
3. Is the Organization using the services of a Licensed Contractor?
 Yes No If yes, please provide the following: Name of Licensed Contractor: _____
4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?
 Yes No If yes, please provide the following: Name of Licensee _____ License #: _____
5. 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>Anza Trail Coalition of Arizona</u>	Percentage:	<u>90%</u>
Address	<u>POB 4711, Tubac, AZ 85646</u>		
Name	<u>Tubac Chamber of Commerce</u>	Percentage:	<u>10%</u>
Address	<u>1 Burruel Street, Tubac, AZ 85646</u>		
	Street	City	State Zip

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 A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

SECTION 11 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. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

ATTACH DIAGRAM

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. 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.

I, (Print Full Name) Karol Stubbs, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: *Karol Stubbs*

LOCAL GOVERNING BOARD

Date Received: _____

I, _____ recommend APPROVAL DISAPPROVAL
 (Government Official) (Title)

On behalf of _____, _____, _____, _____
 (City, Town, County) Signature Date Phone

DLIC 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.

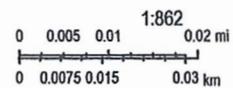


Santa Cruz County Assessors



March 12, 2017

- Lines**
-  Security Positions
 -  Fencing
 -  Serving Area
- Size = 60' x 55' x 90' x 25' x 90'



Santa Cruz County Assessor's Office
Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the

Santa Cruz County GIS Dept.
Santa Cruz County Assessor's Office



Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
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 **Tuesday, January 7th, 2020** at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

Notice is further given that one or more members 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 2nd day of January, 2020.

Tara R. Hampton, Clerk
Board of Supervisors



Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

A G E N D A

January 7, 2020 at 9:30 a.m.

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

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. ADOPTION OF AGENDA

C. CALL TO THE PUBLIC:

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

D. CURRENT EVENTS

1. Board of Supervisors
2. Manager

E. DEPARTMENT REPORTS AND ACTIVITIES

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

F. FLOOD CONTROL

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

G. ACTION ITEMS

ACTION TAKEN

1. Discussion/possible action to approve the Memorandum of Agreement with Lourdes Catholic School for the purpose of implementing the Elementary Robotics Afterschool Program for the 2019/2020 school year (Req: School Superintendent) approved
2. Discussion/possible action to approve the Symantec EndPoint Protection 14.2 license for the mandated software used for conducting elections in the amount of \$61 (Req: Elections) approved
3. Discussion/possible action: recommendation of approval/disapproval of Application for Special Event License for K. Newby Gallery & Sculpture Garden, 02/05/20 – 02/09/20, Tubac (Req: Clerk) approved
4. Demands approved
5. Approval of Minutes: 10/02/19, 10/09/19, 10/23/19, 11/06/19 & 11/20/19 approved

11/06/19 & 11/20/19 Tabled 01/21/2020

H. ADJOURNMENT

Posted: 01/02/20 at 12:20 p.m. by LT

Tara R. Hampton, 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. §3-431.03(A) (3).