

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

Documents:

[03-10-20.PDF](#)

2. 9:30 A.M. DOCUMENTATION (26.7MB)

Documents:

[03-10-20.PDF](#)

3. 9:30 A.M. ACTION TAKEN

Documents:

[03-10-20 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, March 10th, 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 6th day of March, 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

March 10, 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. JAIL DISTRICT

1. Discussion/possible action for authorization to fill vacant positions:
 - a. Probation Supervisor (Req: Juvenile Detention)
 - b. Detention Sergeant (Req: Sheriff)

ACTION TAKEN

H. EXECUTIVE SESSION

1. Pursuant to A.R.S. § 38-431.03(A)(3) and (4), discussion and consultation with attorney for legal advice and direction regarding resolution of condemnation actions in the following matters: (Req: County Attorney)
 - a. CV-19-251, State v. Aguirre Properties, L.L.C.
 - b. CV-19-252, State v. The Harvey Family Limited; Laurence Harvey; Mariposa Land Management
 - c. CV-19-259, State v. DJS Family Limited Partnership; Loma Linda Mall; Theta Properties; Delta Properties
 - d. CV-19-279, State v. Cismo Investments; Peter Van Veen; Mark Espinasse; Earle H. Wright and Donna Wright; Mariposa Mailbox and Self Storage
 - e. CV-19-280, State v. 7659 Property; Lawyers Title of Arizona
 - f. CV-19-295, State v. Circle K Stores, Inc.
 - g. CV-19-296, State v. Alta Real Estate; Divine Flavor, L.L.C.; Wells Fargo Bank
 - h. CV-19-220, State v. 7659 Property L.L.C.; Laurence Harvey; The Harvey Family Ltd.
 - i. CV-19-253, State v. Delta Properties, L.L.P.; KS Statebank
 - j. CV-19-254, State v. Delta Properties; Trust 7659 Property
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 - l. CV-19-257, State v. Theta Properties; Wells Fargo Bank; Larriva Properties; Delta Properties
 - m. CV-19-265, State v. Cismo Investments; Sonora Properties; Casa de Cambio
 - n. CV-19-266, State v. Annette Suzy Mastick; L & L Mastick

2. Pursuant to A.R.S. § 38-431.03(A)(3) and (4), discussion and consultation with attorney for legal advice and direction regarding settlement of CENTURYLINK V. ADOR ET. AL. AZ Tax Court # TX2019-001726 (Req: County Attorney)

I. ACTION ITEMS

1. Discussion/possible action for authorization to reclassify and fill Office Specialist to Secretary position (Req: County Attorney) _____
2. Discussion/possible action to approve the re-appointment of Denneen L. Peterson as full-time Pro-Tempore for Santa Cruz County from July 1,2020 through June 30, 2021 (Req: Superior Court) _____
3. Discussion/possible action to approve the re-appointment of Sheila Dagucon as temporary part-time Pro Tempore to serve as a judicial resource in conflict cases, settlement conferences and a general caseload when unexpected leaves occur among elected judges from July 1,2020 through June 30, 2021 (Req: Superior Court) _____
4. Discussion/possible action to approve the appointment of Precinct Committee Person for the Santa Cruz County Democrat Party: (Req: Mary Darling, Chairwoman, SCC Democrat Party)
 - a. Ana (Anita) L. Moreno – Santa Cruz 13 _____
 - b. Melissa R. Ochoa – Nogales 1 _____
5. Discussion/possible action to accept award from the Arizona Department of Environmental Quality (ADEQ) under the Hazardous Materials Emergency Preparedness (HMEP) Grant Program in the amount of \$8,550 for training (Req: Emergency Management) _____
6. Discussion/possible action to approve FFY19 Operation Stone Garden (OPSG) Grant Program Awards with the Arizona Department of Homeland Security for: (Req: Sheriff)
 - a. Sub-recipient Agreement No.190427-01, OPSG Overtime & Mileage in the amount of \$508,500 to work details as set by the U.S. Border Patrol _____
 - b. Sub-recipient Agreement No.190427-02, OPSG Equipment in the amount of \$64,500 for the purchase of one 4X4 OPSG vehicle with police equipment, mobile docking station, P25 mobile phone and FLIR camera system _____
7. Discussion/possible action to approve the donation of a 2009 Chevrolet Impala, VIN# 2G1WS57M891277600 to Santa Cruz Valley Unified School District #35 for use at Rio Rico High School in their Career and Technical Education programs, namely the Law Enforcement program (Req: Sheriff) _____
8. Discussion/possible action to approve the renewal of the ESRI Maintenance Agreement for the maintenance of the ESRI software modules from May 25, 2020 to May 24, 2021 in the amount of \$37,310 (Req: Information Technology) _____
9. Discussion/possible action to approve Proclamations declaring: (Req: County Manager)
 - a. March 29, 2020 as National Vietnam War Veterans Day _____
 - b. March 2020 as Santa Cruz County Government Employee Appreciation Month _____
 - c. April 2020 as National County Government Month _____
10. Discussion/possible action to approve the Contribution Agreement with Arizona Minerals for road maintenance projects (Req: County Manager) _____
11. Discussion/possible action to approve a letter opposing House Bill 2030 (Req: Chairman Bracker) _____
12. Discussion/possible action to approve Application and Affidavit for Uniform Video Service License with Mediacom Arizona (Req: County Manager) _____
13. Discussion/possible action: recommendation of approval/disapproval of Application for Liquor License for Los Milics Winery, Elgin (Req: Clerk) _____
14. Discussion/possible action: recommendation of approval/disapproval of Application for Extension of Premises (temporary): Habaneros Restaurant, Tubac (Req: Clerk) _____
15. Discussion/possible action: recommendation of approval/disapproval of Applications for Special Event Licenses for: (Req: Clerk)
 - a. Boys & Girls Club of Santa Cruz County, Inc., 04/24/2020, Tubac _____
 - b. Boys & Girls Club of Santa Cruz County, Inc., 05/08/2020, Nogales _____
 - c. Friends of the Tubac Presidio, 10/24/2020, Tubac _____
16. Tax Valuation Adjustments: (Req: Assessor)
 - a. 105-22-021 – NTS Financial Inc, Resolution No. 55841 _____
 - b. 105-22-021 – NTS Financial Inc, Resolution No. 55842 _____
 - c. 105-22-021 – NTS Financial Inc, Resolution No. 55843 _____
 - d. 103-06-110 – Ricardo Rodriguez, Resolution No. 55844 _____

- e. 108-60-009A – Lindie Brink & Miller Kirk, Resolution No. 55845
 - f. 108-60-009A – Lindie Brink & Miller Kirk, Resolution No. 55846
 - g. 108-60-009A – Lindie Brink & Miller Kirk, Resolution No. 55847
 - h. 115-04-271 – Humberto & Lizette Martinez Jimenez, Resolution No. 55848
17. Demands
18. Approval of Minutes: 02/18/2020
19. Discussion/possible action to instruct Counsel regarding the Board of Supervisors position with regards to litigation in the following condemnation actions: (Req: County Attorney)
- a. CV-19-251, State v. Aguirre Properties, L.L.C.
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20. Discussion/possible action to instruct Counsel regarding the Board of Supervisors position with regards to litigation in CENTURYLINK V. ADOR ET. AL. Tax Court # TX2019-001726 (Req: County Attorney)

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Posted: 03/06/20 at 11:40 a.m. by LT

Tara R. Hampton, Clerk of the Board

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CASH AND INVESTMENT REPORT

March 10, 2020

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	100	GENERAL FUND	\$ 5,046,661	\$ 97,098	\$ 1,773,830	\$ 6,820,491
225	101	J.P. #1 TIME PAYMENT FEES	68,066			68,066
245	102	J.P. #2 TIME PAYMENT FEES	(903)			(903)
262	103	J.C.E.F. COURT FEE FUND	126,945			126,945
226	105	DRUG COURT DIVERSION FUND	976			976
181	106	EXPED. CHILD SUPPORT & VISITATION	95,912			95,912
180	107	CLERK'S SUPERIOR COURT RETRIEVAL FUND	113,097			113,097
182	108	SPOUSAL MAINTENANCE FUND	15,633			15,633
183	109	CHILD SUPPORT AUTOMATION FUND	1,914			1,914
125	110	PROSECUTION HIDTA (PIMA)	(32,529)			(32,529)
126	111	ATTORNEY'S DIVERSION PROGRAM	5,755			5,755
127	112	VICTIM RIGHTS NOTIFICATION	13,806			13,806
128	113	BAD CHECK PROGRAM	3,254			3,254
130	116	COST OF PROSECUTION	1,276		0.49	1,276
343	117	911 GRANT	0			0
184	118	DOMESTIC REL. ED. MEDIATION FUND	14,151			14,151
258	119	DOMESTIC REL. ED. CHILD ISSUES	(53)			(53)
185	122	NON IV-D CONVERSION FUND	730			730
259	125	5% FILL THE GAP FUND	55,548			55,548
111	128	RECORDER'S RETRIEVAL FUND	142,643		192,916	335,559
227	133	CIRCLES OF PEACE	8,521			8,521
203	134	HAZARDOUS MATERIALS (HMEP) GRANT	(4,881)			(4,881)
112	135	TREASURER'S RETRIEVAL FUND	114,875			114,875
204	137	PRE-DISASTER MITIGATION	0			0
205	139	TOHONO O'ODHAM (EM)	16			16
132	141	FILL THE GAP (ATTORNEY)	2,233			2,233
110	142	ASSESSOR'S RETRIEVAL FUND	30,717			30,717
133	143	5% FTG ALLOCATION-C.A. 21.61%	6,587			6,587
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	(10,380)			(10,380)
154	154	ADHS OVERTIME 130435-01	0			0
615	155	CASE MANAGEMENT FUND	32,152			32,152
155	156	SLOT GRANT- COUNTY ATTORNEY	(1,200)			(1,200)
211	160	INTEROPERABLE RADIO CHANNEL	0			0
187	187	DES IV-D CLERK GRANT	7,046			7,046
676	191	SCHOOL FOREST FEES FUND	18			18
677	192	EARLY LEARNING	2,763			2,763
678	193	FIRST THINGS FIRST HOME VISIT	(31,736)			(31,736)
679	194	READING FIRST-TECH ASSISTANT	922			922
680	195	CAROL M WHITE - PHYSICAL ED GRANT	0			0
329	197	COMMISSARY FUND	33,160			33,160
117	198	SANTA CRUZ FAIR ASSOCIATION	0			0
265	200	COURT SECURITY IMPROVEMENTS	9,542			9,542
257	203	LAW LIBRARY FUND	85,610			85,610
120	204	OLD COURTHOUSE FUND	(21,814)			(21,814)
105	205	ROAD FUND	1,303,784		1,756,572	3,060,357
625	206	WASTE TIRE GRANT (ADEQ)	148,910			148,910
600	207	ANIMAL CONTROL FUND	(221,273)			(221,273)
601	208	STERILIZATION ENFORCEMENT FUND	24,753			24,753
106	209	LOCAL TRANSPORTATION ASSISTANCE	0			0
134	210	ANTI-RACKETEERING	28,520			28,520
135	211	A.C.J.C. PROSECUTION (CA)	0			0
136	212	RESTITUTION--VICTIMS COMP	41,837			41,837
137	213	VOCA--VICTIMS COMP	(11,319)			(11,319)
138	214	ACJC--ATTY'S VICTIMS COMP FUND	(51,781)			(51,781)
326	216	HIDTA-MTF	0			0
327	217	SHERIFF A.C.J.C. GRANT (MTF)	(4,580)			(4,580)
139	219	ATTORNEY'S ENHANCEMENT FUND	5,328			5,328
282	221	JUVENILE PROBATION SVC FEES	120,414		26,392	146,806
263	222	FARE PROGRAM FUND	613			613
280	223	FAMILY COUNSELING GRANT	10,341			10,341
308	224	ADULT PROBATION SERVICE FEES	462,012		102,208	564,220
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	105,315		3,982	109,297
311	229	JCEF-ADULT INTENSIVE PROB SUPPLEMENTAL	0			0
275	230	DIVERSION INTAKE	(52,463)			(52,463)
300	231	COMMUNITY PUNISHMENT PROGRAM	12,420			12,420

274	232	JCEF-JUVENILE INTENSIVE PROB.SUPPLEMENT	(201)		(201)
250	233	CASA PROGRAM FUND	(11,354)		(11,354)
273	234	JUVENILE INTENSIVE PROBATION SUPERVISION	(34,295)		(34,295)
310	235	ADULT INTENSIVE PROBATION SUPERVISION	(69,425)		(69,425)
276	236	STANDARD PROBATION	(9,407)		(9,407)
301	237	STATE AID ENHANCEMENT GRANT	(21,824)		(21,824)
304	238	DRUG ENFORCEMENT ACCOUNT GRANT	0		0
312	239	PROBATION/PAROLE SERVICES DYTR	8,603	40,772	49,375
330	240	JAIL ENHANCEMENT GRANT	299,147		299,147
331	242	GOHS DUI GRANT (SHERIFF)	(490)		(490)
332	243	VICTIM BILL OF RIGHTS	3,037		3,037
681	244	GOVERNOR'S HEALTHY FAMILY GRT	(19)		(19)
333	247	OPERATION STONEGARDEN #180432-01	(171,973)		(171,973)
683	249	JUVENILE EDUCATION FUND	81,793		81,793
370	250	ENVIRONMENTAL HEALTH SERVICE FUND	(204,993)		(204,993)
373	253	SMOKE FREE ARIZONA	(625)		(625)
376	258	ZIKA ELC	1,956		1,956
334	260	FEDERAL SEIZURE SO	20,326		20,326
141	264	FEDERAL SEIZURE (CA)	20,230	1,032	21,262
684	266	GEAR UP	(42,831)		(42,831)
255	267	TRAFFIC CASE PROCESSING FUND	12,707		12,707
337	268	DOJ BULLET PROOF VEST FUNDING	0		0
377	269	BIO-TERRORISM GRANT	(18,480)		(18,480)
338	270	AATA LAW ENFORCEMENT GRANT	0		0
685	272	TITLE II-A	6,545		6,545
339	273	AZDPS-BORDER ENHANCEMENT	147,928		147,928
686	274	TITLE I-D	(1,876)		(1,876)
142	276	AZ AUTO THEFT AUTHORITY (CA)	10,652		10,652
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	(37,695)		(37,695)
283	290	JUV PROB SVC EXTRA FEES > \$40	20,849		20,849
307	291	ADULT PROB FEES INTRST COMP 30%	11,940		11,940
309	292	ADULT PROB SVC EXTRA FEES > \$40	120,648		120,648
691	299	COUNTY JAIL EDUCATION	44,553		44,553
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	(33,059)		(33,059)
303	304	DRUG TREATMENT & EDUCATION FUND	5,447		5,447
254	305	JUVENILE COMMUNITY ADVISORY BRD	0		0
305	306	VICTIMS RIGHTS PROG-PROBATION	1,382		1,382
251	307	MODEL COURT, CRT IMPROVEMENT	0		0
253	308	DEPENDENCY CASE PROCESSING	0		0
252	309	D.E.S. IV-D	33,334		33,334
256	312	FTG-INDIGENT DEFENSE	0	0	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%	592,349		592,349
261	322	5% FTG ALLOC-IND DEF 20.53%	355,894		355,894
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	1,517,292	1,454,034	2,971,326
950	351	FIRE DISTRICT SECONDARY FUND	68,882	(97,098)	68,882
352	352	BORDER SECURITY ENHANCEMENT PROGRAM	0		0
651	353	FLOOD CONTROL RESERVE FUND	553,818	197,206	751,024
354	354	ICE GRANT	(34,975)		(34,975)
355	355	OPERATION STONE GARDEN #170432-01	0		0
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	(14,237)		(14,237)
747	376	ADULT EDUCATION ONE-TIME WIOA	(1,482)		(1,482)
746	377	WIOA RAPID RESPONSE	0		0
693	379	TECHNOLOCHICAS LIFT INITIATIVE	76,754		76,754
727/728	380	WIOA YOUTH PROGRAM	(16,654)		(16,654)
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	(48,739)		(48,739)
736	390	ADULT EDUCATION WIOA SUPPLEMENTAL	(3,892)		(3,892)
739	393	WIOA ADULT	(11,707)		(11,707)
740	394	WIOA DISLOCATED WORKER	(8,416)		(8,416)
741	395	WIOA ADMINISTRATION	(4,120)		(4,120)
743	397	WORK INCENTIVE GRANT	0		0
440	405	CDBG #121-20 BOYS & GIRLS CLUB	(8,829)		(8,829)
400	408	APRON RECONSTRUCTION	0		0
490	415	CDBG PROJECTS	0		0
402	422	RUNWAY & TAXI CONNECTOR REHAB	(560,931)		(560,931)
405	427	AIRFIELD ELECTRICAL UPGRADE DESIGN	0		0
406	429	CDBG REGIONAL ACCOUNT	(490)		(490)
407	430	PHASE 1 - APRON DESIGN	0		0
451	431	RIO RICO RD IMPROVEMENT-CDBG	0		0
436	436	CDBG #127-20 COURTHOUSE PLANNING	(7,000)		(7,000)
438	438	CDBG #122-20 COMMERCIAL KITCHEN	(5,500)		(5,500)
412	441	EVIORN 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	133,363	269,373
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336	75,448	77,784
121	488	DEBT SERVICE FUND	(707)	47,082	46,376
325	489	JAIL DISTRICT	1,117,324	2,153	1,119,477
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	1,800,739		1,800,739
501	541	LANDFILL RESERVE FUND	2,555,146	1,053,860	3,609,006
602	602	OFFICER SAFETY EQUIPMENT-AC	3,023		3,023
694	651	ELEMENTARY ROBOTICS PROGRAM	9,981		9,981
695	652	IME BECAS GRANT	6,410		6,410
704	659	IDEA BASIC JUVENILE SECURE CARE	4,809		4,809
698	660	SCHOOL SUPPORT	(62,164)		(62,164)
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	14,741		14,741
699	676	SPECIAL SVCS 15-365	435,257		435,257
953	677	SCC CONSORTIUM DUES	181		181
711	687	IDEA BASIC ADULT SECURE CARE	4,195		4,195
712	688	JUVENILE DETENTION LEARN	0		0
118	689	HAVA BLOCK GRANT	6,520		6,520
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	210		210
716	716	TEAM ANONYMOUS	9,572		9,572
717	717	ADOLESCENT WELLNESS NETWORK	4,456		4,456
718	718	DISTRICT #99-INSURANCE FUND	10,510		10,510
719	719	YOUTH CAREER CONNECT GRANT	(45)		(45)
720	720	HEALTHY STUDENTS	(11)		(11)
750	750	ADULT EDUCATION - ELAA STATE	(3,133)		(3,133)
751	751	ADULT EDUCATION - ELAA FEDERAL	(13,811)		(13,811)
752	752	CAREER & COLLEGE READINESS	0		0
753	753	ADULT EDUCATION - ABE/ASE STATE	(1,971)		(1,971)
756	756	WIOA TABE 9-10	0		0
757	757	ADULT EDUCATION - IEL/CE TRAINING	(22,481)		(22,481)
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	139,098		139,098
230	977	\$13 ASSESSMENT FUND-JP #1	43,669		43,669
353	978	OFFICER SAFETY EQUIPMENT-SO	11,451		11,451
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	11,876		11,876
351	992	FEDERAL PROGRAM INCOME-MTF	0		0
386	993	MEDICAL RESERVE CORP	21,497		21,497
246	995	JP #2 FARE PROGRAM	1,581		1,581
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	\$ 16,940,647	\$ 6,860,852	\$ 23,801,499
		SUSPENSE FUND (AMT. UNAPPORT.)	0		

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

GENERAL FUND NET CASH BALANCE	5,046,661	
PENDING - REVENUE		
AUTO LIEU	80,000.00	
SALES TAX	150,000.00	
COUNTY 1/2 CENT TAX	175,000.00	
APPORTIONMENT AMOUNT	200,000.00	
LOTTERY	-	
PENDING - EXPENDITURES		
MARCH 10, 2020 EXPENSE WARRANTS	(427,772)	
MARCH 13, 2020 PAYROLL WARRANTS	(585,000)	
MARCH 24, 2020 EXPENSE WARRANTS	(344,934)	
MARCH 27, 2020 PAYROLL WARRANTS	(585,000)	
SPECIAL REVENUE DEFICIT	(2,027,555)	
STATE POOL INVESTMENT	1,773,830	
ESTIMATED E.O.M. BALANCE	<u><u>3,455,229</u></u>	
DIFFERENCE		(699,054)
CASH AT MARCH 2019	<u><u>4,154,283</u></u>	

Jesus J. Valdez, P.E.
General Manager

FLOOD CONTROL DISTRICT
AND
FLOODPLAIN ADMINISTRATION

SANTA CRUZ COUNTY

Project Report
By John Hays

February 5th, 2020, through March 4th, 2020

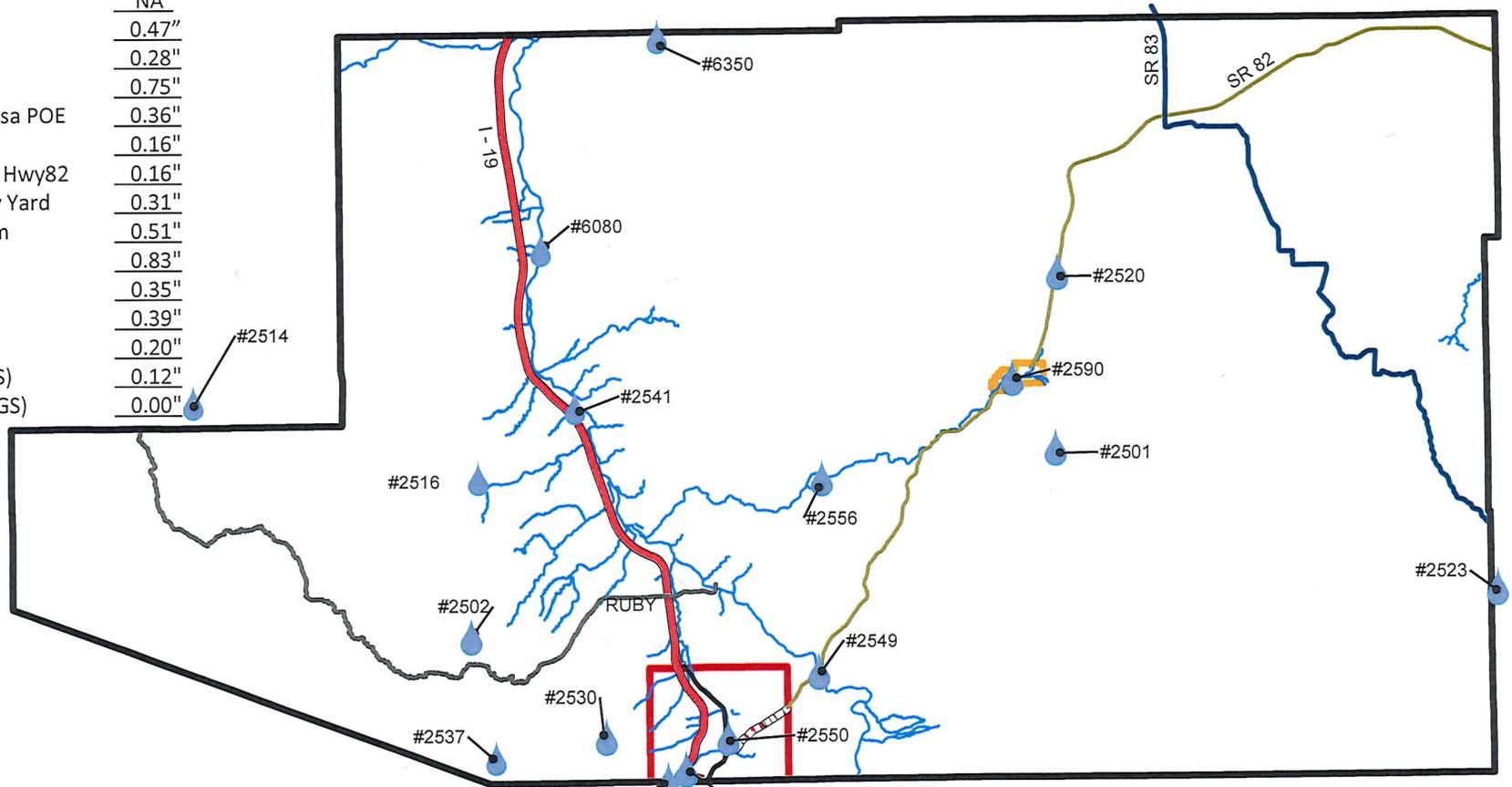
1. During the month of February 2020, the ALERT System reported precipitation within the County ranging from a low of 0.04 inches at Bridge Road and the Santa Cruz River in Tubac to a high of 1.34 inches at Pena Blanca Lake.
2. Staff has received the permit from ADOT regarding the installation of a new gauging station at SR 82 and Sonoita Creek in Patagonia. The gauge was installed and functioning as of February 13, 2020.
3. The Arizona Division of Emergency Management approached Staff regarding submitting the Ephraim Canyon Project as a special Pre-Disaster Mitigation Project with federal matching funds of up to ten million dollars for this year's grant cycle as the one special project for increasing community resilience to disaster. The application has been submitted to the State of Arizona, who has approved it and moved it on to FEMA for consideration.
4. Staff is investigating the possibility of a Flood Mitigation Management Plan to address flooding issues along the Santa Cruz River Corridor. The project was approved by the Board on March 21, 2018, and the notice to proceed has been issued. Remapping of the Kino Springs Area, Caralampi Wash and Calabasas Wash are scheduled for Fiscal Year 2019-20. As is design work for projects to address issues at Bodega Drive and along Puerto Canyon. Notices to Proceed for the remapping were issued on August 22, 2019. As of January 6, 2020, all three Letters of Map Revision were submitted. With luck the maps could be changed as early as 5 to 8 months from now, with a worst case time line of 17 months.
5. District Staff is working with ADWR and FEMA to make the additions and changes to the Ordinance. The draft was reviewed by the County Attorney's office and the State. The State asked for some additional corrections, mostly grammatical and to reflect recent changes in references for the State Statutes. Those changes have been made and resubmitted to the State and County Attorney's office for final review. Meetings were held June 4th (Sonoita and Nogales) and 6th (Tubac and Rio Rico), on in the afternoon, and the other in the evening. Additionally, Staff meet with the Santa Cruz Real Estate Association and presented on the changes to the group on June 27th. Staff has also reached out to give a presentation to City of Nogales Staff and Elected Officials and is

waiting to hear back on a date and time. Staff has contracted with WLB to provide a comparison of the Draft Ordinance to the existing ordinance and the State Minimum Ordinance to better demonstrate the changes being made. The review is also looking at what affects will happen to our Community Rating System standing. The review has been received and is being considered by Staff.

6. Staff received two (2) Site Review Applications. None (0) were from within the City of Nogales.
7. District Staff received six (6) Floodplain Use Permit applications. Three (3) of the applications was located within the City of Nogales.
8. Staff has reviewed one hundred eighty-one (148) properties for floodplain status. Two (2) from the Town of Patagonia. Five (5) of the requests were from the City of Nogales.
9. Staff received no (0) drainage complaints.
10. The Town of Patagonia had no report when this report was compiled.
11. The City of Nogales had no report when this report was compiled.

2501-Red Mtn	0.20"
2502-Pena Blanca Lake Dam	0.79"
2510-Ephriam/I19	0.31"
2514-Aravaca Lake	0.47"
2516-Peck Canyon	0.31"
2520-Casa Blanca/SR 82	0.59"
2523-Parker Canyon Dam	0.20"
2524-Chiminea Wash	NA"
2530-Potrero Creek	0.47"
2531-CILA, Nogales	0.28"
2537-Calabasas	0.75"
2540-Los Canoas/Mariposa POE	0.36"
2541-Palo Parado Bridge	0.16"
2549-Santa Cruz River @ Hwy82	0.16"
2550-Nogales W./County Yard	0.31"
2556-Patagonia Lake Dam	0.51"
2560-CILA Nogales	0.83"
2570-Cobach College	0.35"
2580-Immuris	0.39"
2590-SR82 @ Patagonia	0.20"
6080-SCR @ Tubac (USGS)	0.12"
6350-Elephant Head (USGS)	0.00"

Santa Cruz County Flood Control District ALERT System Gauges Totals for February 2020

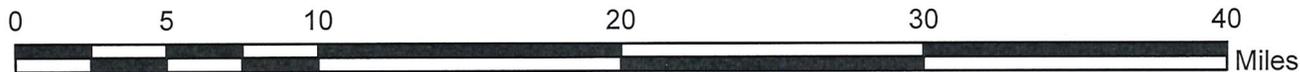


Legend

Roads

ST_NAME

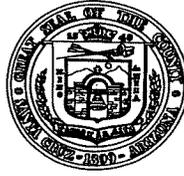
- GRAND
- HWY 82
- HWY 289
- HWY 82
- HWY 83
- I-19
- PATAGONIA
- RUBY
- SCBoundaryESRI00
- Municipality Name**
- Town of Patagonia
- City of Nogales
- Gauge Location



1:384,000

PROBATION DEPARTMENT SANTA CRUZ COUNTY

Thomas Fink
Presiding Superior Court Judge



Luis B. Fimbres
Chief Probation Officer

To: Board of Supervisors

From: Luis B. Fimbres

Re: Request to fill Vacant Position

Date: March 3, 2020

Subject: We have a vacant Probation Supervisor position within our Juvenile Detention Services Division.

Request: We respectfully request the Board to allow us to fill the position.

Implications: The position is funded through the jail district and is a budgeted and/or an existing position. This is not a new position.

I will be present for your meeting on Tuesday, March 10, 2020, and I will be glad to 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)

to fill a vacancy created by vacant probation supervisor position

a new position

Position Title Probation Supervisor

Source of Funding Jail District

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

Do Not Post at this time

Post Internally Immediately after Board approval

Post Internally & Externally simultaneously

Personnel Review

Salary Range 67 Entry Level Salary \$45,468

Budgeted Position Yes No

Personnel Signature *Sonia Jones*

Board of Supervisor's Action:

Agenda Date: _____

Approved Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

Santa Cruz County

Department Staffing Request

Department: Sheriff

Date needed: A.S.A.P.

The position requested is (check whichever applies)

to fill one vacant position created by the reassignment of Chad Matthews.

a new position

Position Title Detention Sergeant

Source of Funding X325-39-5103

Position is Temporary Full Time

Temporary Part-Time

Permanent Full Time

Permanent Part-Time

Benefits (if grant Funded)? Yes No

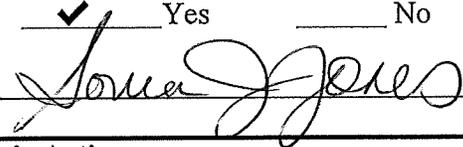
Is new job description required? Yes No

Personnel Review

Salary Range 60

Entry Level Salary \$38,251

Budgeted Position Yes No

Personnel Signature 

Board of Supervisor's Action:

Agenda Date: _____

Approved Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

Santa Cruz County

Department Staffing Request

Department County Attorney's Office

Date needed ASAP

The position requested is (check whichever applies)

to fill a vacancy created by Resignation

a new position

Position Title: Secretary

Source of Funding 40% X100 60% X133

ask me!

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

Do Not Post at this time

Post Internally Immediately after Board approval

Post Internally & Externally simultaneously

Personnel Review

Salary Range 46 Entry Level Salary \$27,072

Budgeted Position Yes No

Personnel Signature *Louisa Jones*

Board of Supervisor's Action:

Agenda Date: _____

Approved Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

ARIZONA SUPERIOR COURT
SANTA CRUZ COUNTY

Thomas Fink
Presiding Judge of Superior Court
Division I



Anna M. Montoya
Judge of Superior Court
Division II

Diane L. Culin
Court Administrator

MEMORANDUM

To: Board of Supervisors
Through: Jennifer St. John, County Manager
From: Diane Culin, Court Administrator
On Behalf of: The Honorable Thomas Fink, Presiding Judge
Re: Re-appointment - Judge Pro Tempore
Date: February 24, 2020

Subject:

Discussion and possible action to re-appoint Judge Pro Tempore for Superior Court in Santa Cruz County.

Recommendation:

Approve the Presiding Judge to re-appoint a Judge Pro Tempore for Superior Court in Santa Cruz County.

Background:

The Presiding Judge of the Superior Court requests the approval for re-appointment of Honorable Denneen L. Peterson as a Full-Time Judge Pro-Tempore to serve the Superior Court in Santa Cruz County. The period of the request is from July 1, 2020 and ending June 30, 2021.

Financial Implications:

This Judge Pro Tempore position will be funded with County funds.

Proposed Motion:

Mr. Chairman, I move to approve the Presiding Judge of the Superior Court to re-appoint Honorable Denneen L. Peterson as Judge Pro Tempore for Superior Court in Santa Cruz County.

ARIZONA SUPERIOR COURT
SANTA CRUZ COUNTY

Thomas Fink
Presiding Judge of Superior Court
Division I



Anna M. Montoya
Judge of Superior Court
Division II

Diane L. Culin
Court Administrator

MEMORANDUM

To: Board of Supervisors
Through: Jennifer St. John, County Manager
From: Diane Culin, Court Administrator
On Behalf of: The Honorable Thomas Fink, Presiding Judge
Re: Re-Appointment - Judge Pro Tempore (part-time temporary)
Date: February 24, 2020

Subject:

Discussion and possible action to re-appoint a Judge Pro Tempore (part-time temporary) for Superior Court in Santa Cruz County.

Recommendation:

Approve the Presiding Judge to re-appoint a Judge Pro Tempore (part-time temporary) for Santa Cruz County.

Background:

The Presiding Judge of the Superior Court requests the approval for re-appointment for temporary part-time Pro Tempore to serve as a judicial resource in conflict cases, settlement conferences and a general caseload when unexpected leaves occur among our elected judges. Sheila Dagucon is a talented, well-respected practicing attorney in Santa Cruz County. The period of the request is from July 1, 2020 and ending July 30, 2021.

Financial Implications:

This Judge Pro Tempore (part-time temporary) position will be funded with County funds, at an established part-time protem rate.

Proposed Motion:

Mr. Chairman, I move to approve the Presiding Judge of the Superior Court to re-appoint Honorable Sheila Dagucon as Judge Pro Tempore (part-time temporary) for Superior Court in Santa Cruz County.

Board of Supervisors Santa Cruz County



MANUEL RUIZ
District 1
RUDY MOLERA
District 2
BRUCE BRACKER
District 3

March 4, 2020

Ms. Mary Darling
455 W. Crawford
Nogales, AZ 85621

RE: Precinct Committeeperson Appointment

Dear Mary,

Please be informed that in reviewing the submitted Precinct Committee Person (PCP) application for Precinct 13 (Santa Cruz 13), it is confirmed that Ana L. Moreno (Anita) is a registered Democrat and has a valid address listed at 12 Lone Star Lane, Nogales, Arizona 85621.

This one (1) appointment will fill two of the (3) of the allotted seats for Santa Cruz 13 leaving one (1) seat available.

Please be advised that this appointment will be on the March 10, 2020, Board of Supervisors regularly scheduled meeting.

Sincerely,

Jeannette Martinez
Asst. to Elections Director

Cc: Tara Hampton, Elections Director

Board of Supervisors Santa Cruz County



MANUEL RUIZ
District 1
RUDY MOLERA
District 2
BRUCE BRACKER
District 3

March 6, 2020

Ms. Mary Darling
455 W. Crawford
Nogales, AZ 85621

RE: Precinct Committeeperson Appointment

Dear Mary,

Please be informed that in reviewing the submitted Precinct Committee Person (PCP) application for Precinct 1 (Nogales 1), it is confirmed that Melissa R. Ochoa is a registered Democrat and has a valid address listed at 710 N. Linda Vista Dr., Nogales, Arizona.

This one (1) appointment will fill two of the (4) of the allotted seats for Nogales 1 leaving two (2) seats available.

Please be advised that this appointment will be on the March 10, 2020, Board of Supervisors regularly scheduled meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "J Martinez".

Jeannette Martinez
Asst. to Elections Director

Cc: Tara Hampton, Elections Director

EMERGENCY MANAGEMENT SANTA CRUZ COUNTY



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

To: Board of Supervisors

From: Raymond Sayre, Director of Emergency Management

Ros

Through: Jennifer St. John, County Manager

Date: 2/24/2020 for 3/10/2020 BOS Agenda

Subject: Acceptance of additional Award from the Arizona Department of Environmental Quality (ADEQ) under the Hazardous Materials Emergency Preparedness (HMEP) Grant Program in the amount of \$8,550.00 for training.

Background: The Arizona State Emergency Response Commission (AZSERC) under ADEQ annually awards HMEP grants for preparedness training related to hazardous materials. On October 3, 2019, ADEQ awarded SCC \$30,479.00 for year-one of our three-year training program which was approved by the SCC BOS.

On February 10, 2020, Laura Malone, the Director of Waste Programs at ADEQ, sent me a letter indicating that ADEQ had additional funds available under HMEP Grant FY 2016-2019-HM-HMP-0583-16-01-00. I submitted another grant request that would enable SCC to send an additional three-persons representing the border counties region to the FDIC conference in Indianapolis. Two-persons were already approved on the October 3, 2019 on year-one funding of our three-year plan by ADEQ.

On February 20, 2020 ADEQ approved this additional funding.

Recommendation: The Director of Emergency Management recommends that Santa Cruz County accept the additional award ADEQ and continue to act as the fiscal agent for this grant.

Financial Implications: This is a fully funded HMEP grant without a required County share or match. There are no financial implications for Santa Cruz County. Pre-Approved training on our plan is reimbursed back to the County from this HMEP fund. Modifications may occur with permission from ADEQ.

Proposed Motions: "I move that Santa Cruz County accept the additional Hazardous Materials Emergency Preparedness Grant Program Award from ADEQ in the amount of \$8,550 for training.

OFFICE OF THE SHERIFF
OF SANTA CRUZ COUNTY

RUBEN F. FUENTES
CAPTAIN

TONY ESTRADA
SHERIFF

MEMORANDUM

DATE: March 2, 2020

TO: Honorable Bruce Bracker, Chairman of the Board of Supervisors and members of the Board

THRU: Jennifer St. John
County Manager

FROM: Sheriff Tony Estrada, Badge No. 140 

SUBJECT: Request approval of the Sub-Recipient Agreements for FFY 2019 Operation Stone Garden Grant Program Agreements 190427-01 Overtime and Mileage and 190427-02 Equipment.

RECOMMENDATION:

Recommend approval of the Sub-Recipient Agreements for FFY 2019 Operation Stone Garden Grant Program Awards between the Arizona Department of Homeland Security and the Santa Cruz County Sheriff's Office, Agreement 180427-01 Overtime and Mileage for funding of \$508,500.00 to work details as set by the U.S. Border Patrol and Agreement 190427-02 Equipment for funding of \$64,500.00 for the purchase one 4x4 OPSG Vehicle with police equipment, mobile docking station, P25 Mobile Radio and FLIR Camera System.

BACKGROUND:

The Santa Cruz County Sheriff's Office has previously received grant funding from the Arizona Department of Homeland Security to assist United States Border Patrol with Operation Stone Garden with wide spread patrol of rural areas to detect, deter and apprehend illegal entrants, narcotics and weapons from entering through Santa Cruz County and the International border

The awarded funding is for overtime expenses, fringe benefits and the purchase of one 4X4 vehicle for stone garden details.

Legal counsel has been provided a copy of the Sub-Recipient Agreement Award Letters for review.

FINANCIAL IMPLICATIONS:

None.



State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

February 20, 2020

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

Subject: FFY 2019 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **190427-01**
Project Title: **OPSG Overtime-Mileage**

Dear Sheriff Estrada:

The OPSG Budget/Narrative Application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Overtime-Mileage**" has been funded under the Operation Stonegarden Grant Program for **\$508,500**. The grant performance period is **February 18, 2020 through February 28, 2021**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2019 federal award date as indicated in the U.S. DHS award package is 09/01/2019 with a total amount of funding of \$23,862,500. The Federal Award Identification Number is EMW-2019-SS00002-S01.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS. Go to www.azdohs.gov, Grant Programs, Operation Stonegarden Grant Program, Grant Award Information, FFY 2019:

1. Two Subrecipient Agreements - Download **two** original OPSG Subrecipient Agreements (**NOTE:** they are specific to the "Overtime/Mileage" and "Equipment" grants):
 - a. Overtime/Mileage Subrecipient Agreement for an Overtime/Mileage grant
 - b. Equipment Subrecipient Agreement for an Equipment grant
2. OPSG Budget Detail (enclosed)
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see enclosed EHP Designation Letter).

Hard copies of the Subrecipient Agreements will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above (if applicable) is not signed and received by AZDOHS on or before June 30, 2020 this award is rescinded and the funds will be reallocated.**

If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner. Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,

1700 West Washington Street Suite 210 Phoenix, Arizona 85007
Office: (602) 542-7013 Fax: (602) 542-1729 www.azdohs.gov

**SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
OVERTIME-MILEAGE**

19-AZDOHS-OPSG-190427-01

(Enter Subrecipient Agreement number above (e.g., 190XXX-XX))

Between

**The Arizona Department of Homeland Security
And**

Santa Cruz County Sheriff's Office

(Enter the name of the Subrecipient Agency above)

DUNS Number 07-9002606

(Enter the DUNS number above)

WHEREAS, A.R.S. section 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Santa Cruz County Sheriff's Office

(Enter the name of the Subrecipient Agency above)

(Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **February 18, 2020** and shall terminate on **February 28, 2021**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**OPSG Overtime-Mileage**" and funded at \$ **508,500** (as may have been modified by the award letter).
(Enter funded award amount above)

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2019-SS-00002 and CFDA #97.067:

- a) Provide up to \$ **508,500** to the Subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the

Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the Subrecipient shall be for only the amount of dollars actually spent by the Subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. **APPLICABLE STANDARDS AND REGULATIONS**

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <https://www.dol.gov/whd/govcontracts/dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf

f. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic

Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies:
<https://gao.az.gov/travel>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: <https://azdohs.gov/grant-program-forms>.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 (Project 25) standards;
- b) SAFECOM Guidance (*see* <https://www.dhs.gov/safecom>);
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at <https://azdohs.gov/grant-program-forms>.
- f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

- a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at <https://azdohs.gov/grant-program-forms>. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:
 - January 15** (for the period from October 1– December 31)
 - April 15** (for the period from January 1 – March 31)
 - July 15** (for the period from April 1 – June 30)
 - October 15** (for the period from July 1 – September 30)
- d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

 - a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.
- f) Financial Reimbursements

The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175-175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that is must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, P. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. 794), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 U.S.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.
2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AC - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AJ - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AK - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. 100.201).

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent and ability to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association

("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Subrecipient.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
- c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

February 20, 2020

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

Subject: FFY 2019 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **190427-02**
Project Title: **OPSG Equipment**

Dear Sheriff Estrada:

The OPSG Budget/Narrative Application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Equipment**" has been funded under the Operation Stonegarden Grant Program for **\$64,500**. The grant performance period is **February 18, 2020 through February 28, 2021**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2019 federal award date as indicated in the U.S. DHS award package is 09/01/2019 with a total amount of funding of \$23,862,500. The Federal Award Identification Number is EMW-2019-SS00002-S01.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS. Go to www.azdohs.gov, Grant Programs, Operation Stonegarden Grant Program, Grant Award Information, FFY 2019:

1. Two Subrecipient Agreements - Download **two** original OPSG Subrecipient Agreements (**NOTE**: they are specific to the "Overtime/Mileage" and "Equipment" grants):
 - a. Overtime/Mileage Subrecipient Agreement for an Overtime/Mileage grant
 - b. Equipment Subrecipient Agreement for an Equipment grant
2. OPSG Budget Detail (enclosed)
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see enclosed EHP Designation Letter).

Hard copies of the Subrecipient Agreements will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above (if applicable) is not signed and received by AZDOHS on or before June 30, 2020 this award is rescinded and the funds will be reallocated.**

If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner. Congratulations on your Operation Stonegarden Grant Program award.

**SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
EQUIPMENT**

19-AZDOHS-OPSG-190427-02

(Enter Subrecipient Agreement number above (e.g., 190XXX-XX))

Between

**The Arizona Department of Homeland Security
And**

Santa Cruz County Sheriff's Office

(Enter the name of the Subrecipient Agency above)

DUNS Number 07-9002606

(Enter the DUNS number above)

WHEREAS, A.R.S. section 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Santa Cruz County Sheriff's Office

(Enter the name of the Subrecipient Agency above)

(Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **February 18, 2020** and shall terminate on **February 28, 2021**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**OPSG Equipment**" and funded at \$ 64,500 (as may have been modified by the award letter).
(Enter funded award amount above)

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2019-SS-00002 and CFDA #97.067:

- a) Provide up to \$ 64,500 to the Subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the

Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the Subrecipient shall be for only the amount of dollars actually spent by the Subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <https://www.dol.gov/whd/govcontracts/dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf

f. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic

Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov/travel>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: <https://azdohs.gov/grant-program-forms>.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 (Project 25) standards;
- b) SAFECOM Guidance (see <https://www.dhs.gov/safecom>);
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at <https://azdohs.gov/grant-program-forms>.
- f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at <https://azdohs.gov/grant-program-forms>. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:
 - January 15** (for the period from October 1– December 31)
 - April 15** (for the period from January 1 – March 31)
 - July 15** (for the period from April 1 – June 30)
 - October 15** (for the period from July 1 – September 30)
- d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

 - a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.
- f) Financial Reimbursements

The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar** days after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175-175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, P. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. 794), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 U.S.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.
2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AC - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AJ - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AK - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. 100.201).

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent and ability to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association

("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Subrecipient.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
- c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

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

Sherif, Tony Estrada
Enter Title, First & Last Name Above
Santa Cruz County Sheriff's Office
Enter Agency Name Above
2170 North Congress Drive
Enter Street Address Above
Nogales, Arizona 85621
Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Santa Cruz County Sheriff's Office

Enter Agency Name Above



Authorized Signature Above

Tony Estrada, Sheriff

Print Name & Title Above

March 3, 2020

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

OFFICE OF THE SHERIFF
OF SANTA CRUZ COUNTY

TONY ESTRADA
SHERIFF

RUBEN F. FUENTES
CAPTAIN

Interoffice Memorandum

To: Board of Supervisors
From: Tony Estrada, Sheriff
Date: February 20, 2020
Subject: Donation of Vehicle to Santa Cruz Valley Unified School District 35

Recommendation:

Staff recommends that the Board donate a 2009 Chevrolet Impala to the Santa Cruz Valley Unified School District 35.

Background:

Per statute, the County can dispose of unused equipment/vehicles via the County auction or donation to a non-profit or another governmental entity. The Sheriff's Office no longer has use of a 2009 Chevrolet Impala 4 door sedan, Therefore, instead of auctioning this vehicle, staff is recommending a donation to the Santa Cruz Valley Unified School District 35 as allowed by statute.

Financial Implications:

Potential loss of revenue to the Sheriff's Office fund of approximately \$2,000 - \$3,000 if the vehicle was sold at auction.

Proposed Motion:

Move to approve the donation of one 2009 Chevrolet Impala 4 door sedan to the Santa Cruz Valley Unified School District 35.



February 5, 2020

Santa Cruz County Sherriff

Mr. Estrada,

The purpose of this letter is to request a retired Santa Cruz County Sheriff police vehicle. Rio Rico High School prides itself in affording students opportunities to obtain "authentic experiences" through our Career and Technical Education programs.

The donation of this vehicle will allow students enrolled in our Law Enforcement Program to simulate actual traffic stops as well as understand the functionality of a police vehicle. The District values our relationship with Santa Cruz County and appreciates the support from our local government officials.

Please feel free to contact me at mlunderville@scv35.org if you have any additional questions.

Sincerely,

A handwritten signature in black ink that reads "Melisa".

Melisa Lunderville, Assistant Superintendent for Student Services

David Y. Verdugo
Superintendent

Stephen Schadler
Assistant Superintendent

Melisa Lunderville
Assistant Superintendent

Interoffice Memorandum

To: Board of Supervisors
From: Juan Balderas, Information Technology Director
Date: March 10th, 2020
Subject: Environmental Systems Research Institute Enterprise Agreement

Recommendation:

Staff recommends that the Board approve the renewal of the "Enterprise Agreement" agreement with Environmental Systems Research Institute (ERSI), Inc., for a maintenance contract covering the County's use of Eris GIS products in the amount of \$37,310.00.

Background:

The Santa Cruz County mapping systems are based on technology provided by ERSI software, which needs to be maintained and updated on a regular basis. This agreement is to renew the year the maintenance of the software the County uses.

Financial Implications:

The annual cost to renew this service agreement is \$37,310.00 and is budgeted in the Information Technology GIS Department X100-20-00-7541.

Proposed Motion:

Move to approve the renewal of "ESRI Enterprise Agreement" for the maintenance of the software modules listed in the contract in the amount of \$37,310.00.



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 02/25/2020
To: Bill Beaver
Organization: County of Santa Cruz
Information Technology Dept
Fax #: 520-375-7819 **Phone #:** 520-375-7786

From: Maria Perez
Fax #: 909-307-3083 **Phone #:** 909-793-2853 Ext. 6114
Email: maria_perez@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #25948869
Document Date: 02/25/2020

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level

<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit

<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



380 New York Street
 Redlands, CA 92373
 Phone: 909-793-28536114
 Fax #: 909-307-3083

Quotation

Date: 02/25/2020

Quotation Number: 25948869

Contract Number: 2015MPA4087

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Maria Perez

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
 P.O. Box 741076
 Los Angeles, CA 90074-1076

County of Santa Cruz
 Information Technology Dept
 275 Rio Rico Dr
 Rio Rico AZ 85648-3243
Attn: Bill Beaver

Customer Number: 232984

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
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Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet.

The annual usage report must include actual license counts by product, licensee, and location.

Please return your report via email to ela_usage_reports@esri.com.

Thank you in advance for your prompt attention to this matter.

10	1	168178	35,000.00	35,000.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
Start Date: 05/25/2020				
End Date: 05/24/2021				

Item Subtotal	35,000.00
Estimated Taxes	2,310.00
Total	USD 37,310.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Maria Perez **Ext:** 6114

[PEREZMARIA]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28536114
Fax #: 909-307-3083

Quotation

Page 2

Date: 02/25/2020

Quotation Number: 25948869

Contract Number: 2015MPA4087

Item	Qty	Material#	Unit Price	Extended Price
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Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28536114
Fax #: 909-307-3083

Quotation

Page 3

Date: 02/25/2020

Quotation No: 25948869

Customer No: 232984

Contract No: 2015MPA4087

Item Qty Material#

Unit Price

Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title



PROCLAMATION

NATIONAL VIETNAM WAR VETERANS DAY

MARCH 29, 2020

WHEREAS, in 2020 we continue the commemoration of the 52nd anniversary of the Vietnam War and salute our brave Vietnam veterans who have served our country; and

WHEREAS, 1.8 million Vietnam veterans and their families have been publicly thanked and honored during 11,000 ceremonies, through more than 11,000 local, state, and national organizations serving as commemorative partners of the Vietnam War Commemoration. The mission of these organizations is to assist the nation in thanking and honoring our seven million living Vietnam veterans and the nine million families of those who served; and

WHEREAS, there remain nearly five million living U.S. Vietnam veterans who deserve our profound appreciation for their service in the U.S. Armed Forces between November 1, 1955 and May 15, 1975; and

WHEREAS, the Vietnam War was an extremely divisive issue among the people of the United States, and upon their return home, members of the Armed Forces who served the United States bravely and faithfully during the war were caught in the crossfire of public debate about involvement in the war; and

WHEREAS, the establishment of National Vietnam War Veterans Day is an appropriate way to honor those members of the United States Armed Forces who served in Vietnam during the Vietnam War, and to thank them for the bravery and service to our state and country.

NOW, THEREFORE, the Santa Cruz County, Arizona, Board of Supervisors, does hereby proclaim

MARCH 29, 2020 as VIETNAM WAR VETERANS DAY

PASSED AND ADOPTED this 10th day of March, 2020.

Bruce Bracker
Chairman

Manny Ruiz
Vice-Chairman

Rudy Molera
Supervisor



PROCLAMATION

SANTA CRUZ COUNTY GOVERNMENT EMPLOYEE APPRECIATION MONTH

WHEREAS, Santa Cruz County and its employees play essential roles in keeping our community safe and secure by preserving public health and well-being, ensuring public safety, and promoting local economies, while providing professional and loyal public services; and

WHEREAS, Santa Cruz County and its employees take their roles seriously in protecting and enhancing the health, welfare and safety of citizens in our community and to delivering effective quality services while containing costs through efficient use of local tax dollars; and

WHEREAS, Santa Cruz County is one of fifteen counties in the State of Arizona responsible for and serving the needs of every resident and we are proud that our employees are committed to that responsibility and are dedicated to customer service; and

WHEREAS, Santa Cruz County reflects the wide diversity of people, culture, and landscape in our State, with Santa Cruz County employees developing a reputation for quality and excellence; and

NOW, THEREFORE, we, the Board of Supervisors of Santa Cruz County, do hereby proclaim

**THE MONTH OF MARCH 2020
TO BE
SANTA CRUZ COUNTY GOVERNMENT EMPLOYEE APPRECIATION MONTH**

IN WITNESS WHEREOF, we have hereunto set our hand and caused to be affixed the Great Seal of the County of Santa Cruz.

PASSED AND ADOPTED this 10th day of March, 2020.

Bruce Bracker
Chairman

Manny Ruiz
Vice-Chairman

Rudy Molera
Supervisor



PROCLAMATION

SANTA CRUZ COUNTY

NATIONAL COUNTY GOVERNMENT MONTH

WHEREAS, counties are one of America's oldest forms of government, dating back to 1634 when the first county governments (shires) were established in Virginia; and

WHEREAS, the nation's 3,069 counties serve more than 300 million Americans with essential services to create healthy, vibrant and safe communities; and fifteen counties in the State of Arizona responsible for and serving the needs of every resident of the State; and

WHEREAS, counties play an essential role in providing "people-centered" services by keeping Arizona's communities safe and secure by preserving public health and well-being, ensuring public safety, and promoting local economies and resiliency; and

WHEREAS, counties take seriously their leadership role in protecting and enhancing the health, welfare and safety of citizens in its community and provide the tools to deliver more effective and higher quality services while containing costs with the efficient use of local tax dollars, with the goal to foster economic opportunities; and

WHEREAS, with a broad range of responsibilities to residents, county governments uphold a mission to improve lives, strengthen communities, and foster civic engagement, by providing public health, justice, safety, infrastructure, transportation, technology, emergency management, and economic services that play a key role in every aspect from residents' daily health to disaster response; and

WHEREAS, counties reflect the wide diversity of people, culture, and landscape in our State and nation.

NOW, THEREFORE, we, the Board of Supervisors of Santa Cruz County, do hereby proclaim

APRIL 2020

NATIONAL COUNTY GOVERNMENT MONTH

in recognition of the leadership, innovation and invaluable service provided by all Arizona counties and all counties nationwide.

IN WITNESS WHEREOF, we have hereunto set our hand and caused to be affixed the Great Seal of the County of Santa Cruz.

PASSED AND ADOPTED this 10th day of March, 2020.

Bruce Bracker
Chairman

Manny Ruiz
Vice-Chairman

Rudy Molera
Supervisor

***Santa Cruz County
and
Arizona Minerals, Inc.
Contribution Agreement***

This Contribution Agreement (“Agreement”) is entered into March __, 2020 (“Effective Date”) by and between Arizona Minerals, Inc. (hereinafter “AMI”) and Santa Cruz County, Arizona, acting by and through its Board of Supervisors (hereinafter “County”) for the purpose of AMI’s contribution to the County for the undertaking of road maintenance work (“Work”). Each of AMI and the County may be referred to herein individually as a “party” as collectively as the “parties.”

ARTICLE I – OBJECTIVES

- A. The undertaking of continuous road maintenance projects is mutually beneficial to all residents and area businesses within Santa Cruz County including, but not limited to, AMI.
- B. The County’s available financial resources for the conduct of road maintenance projects are limited and the County is willing to accept financial and other professional service contributions from AMI in exchange for the County undertaking or administering certain maintenance projects.
- C. The County and AMI desire to enter into a cooperative agreement that will facilitate the County’s ongoing maintenance of certain roads in manner that may promote the effective and efficient use of County resources including employees, equipment and materials, as sourced through and directed by the County’s Public Works Department.
- D. Both the County and AMI wish to maximize the benefits of this cooperative undertaking.

ARTICLE II – AUTHORITY

Authority for this Agreement is pursuant to Arizona Revised Statutes §§ 11-201 and 11-251.

ARTICLE III – ROAD MAINTENANCE

- A. The County will:
 - 1. On or about the first calendar day of each January, April, July and October, provide AMI with a budget for Work to be undertaken by the County, generally in the form attached as **Exhibit A** (each a “Budget”) for the road segments identified on **Exhibit B**. Each Budget will be used to calculate AMI’s Base Road Maintenance Contribution (“BRMC”) as defined below.

- a. The initial Budget will be developed based on the County's historical maintenance costs and each succeeding Budget will be developed based on refinements from the prior quarter's Budget and actual costs incurred.
 - b. Each Budget will be tied to specific road segments, and generally identify the maintenance activities anticipated for such segment and include a cost estimate for same.
 - c. Each Budget will include a ten percent (10%) contingency for non-routine maintenance Work.
 - d. With the exception of the initial Budget, each Budget shall include verification of actual expenditures from the prior BRMC and identify whether any reimbursement or supplemental contribution is required by or to the County consistent with actual expenditures (the "True-Up").
2. Maintain all records relating to BRMC and make such records available to AMI upon request.
 3. Endeavor to timely complete the Work identified in each Budget.
 4. Furnish, as needed, a Public Works inspector to inspect the Work, and perform other routine maintenance and safety inspections.
 5. Set aside the ten percent (10%) contingency referred to above in a fund that will be utilized by the County for unscheduled, non-routine maintenance activities made necessary through the occurrence of unexpected events (e.g., extreme weather).
 6. Following each True-Up, promptly apply any BRMC over payment as a credit to the next quarterly BRMC owed by AMI.
 7. Endeavor to resolve any dispute over a Budget, True-Up or BRMC adjustment in good faith.
- B. AMI will:
1. Within ten (10) days following AMI's receipt of a Budget, meet with the County and review the Budget, and if approved, remit the BRMC established by the Budget to the County as soon as practicable following approval.
 2. Review the Work and the amounts of the BRMC expended by the County each quarter, at AMI's discretion, but not less than quarterly.
 3. Make all necessary True-Up contributions within thirty (30) days of written notification from the County and verification and acceptance of same.

4. Endeavor to resolve any dispute over a Budget, True-Up or BRMC adjustment in good faith.

C. AMI and the County together will, whenever they believe that non-routine maintenance Work needs to be performed, give the other Party prompt notice, and the parties will cooperate in developing an estimate of the costs they expect may be incurred to perform that non-routine Work. Examples of non-routine Work include, but are not limited to, unusual snow removal, road wash-out replacement and repair, etc. Budgeted contingency set aside from the BRMC may be applied to such non-routine Work.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective for a period of five (5) years from and after its Effective Date, unless it is terminated earlier by one of the parties in accordance with its terms. In addition, this Agreement may be subject to cancellation pursuant to A.R.S. § 38-511.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. For issues relating to engineering, roadways, development plans, right-of-way permits, and roadway and bridge design, road maintenance, bridge inspections, and roadway & drainage improvement projects, the County and AMI have identified the following as their “Key Officials:”

1. **For the County:**

Jesus Valdez, P.E.
Public Works Director
Santa Cruz County
275 Rio Rico Drive
Rio Rico, AZ 85648

2. **For AMI:**

Arizona Minerals, Inc.
Attn: Gregory Lucero
2210 E. Fort Lowell Road
Tucson, Arizona 85719

- B. All day to day communications by either party shall go through the Key Officials named above.
- C. Neither AMI nor the County may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice

will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement.

ARTICLE VI – FORMAL NOTICES.

Unless otherwise specifically provided herein, all formal notices, demands or other communications relating to adjustment of the BRMC, termination of this Agreement or default, shall be in writing and shall be deemed to have been duly delivered upon personal delivery or upon delivery by expedited courier services or four (4) days after deposited in the United States Mail, postage prepaid, registered or certified, return receipt requested, addressed to the Key Officials at the addresses in Article V and with copies to the following:

1. For the County:

Jennifer K. St. John, CPA
County Manager
Santa Cruz County Board of Supervisors
2150 N. Congress Dr., Rm. 119
Nogales Arizona 85621
Email: jstjohn@santacruzcountyaz.gov

With copies to:

SundtLaw, PLLC
Attn: John Sundt
6057 E. Grant Road, Suite 101
Tucson, Arizona 85712
Email: jsundt@sundtlaw.com

2. For AMI:

Arizona Minerals, Inc.
Attn: Government Relations Manager and Engineering Manager
2210 E. Fort Lowell Road
Tucson, Arizona 85719
Email: Gregory.Lucero@south32.net and ryan.hoel@south.32.net

With copies to:

Fennemore Craig, P.C.
Attn: Dawn Meidinger
2394 E Camelback Rd, Suite 600
Phoenix, AZ 85016
Email: dmeidinger@fclaw.com

ARTICLE VII – CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

- A. Pursuant to Arizona law, rules and regulations, no member, official or employee of the County or AMI shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.
- B. No member, official or employee of the County shall be personally liable to AMI, or any successor or assignee, (i) in the event of any default or breach by the County, (ii) for any amount which may become due to AMI or its respective successor or assign, or (iii) pursuant to any obligation of the County under the terms of this Agreement.
- C. No member, agent or employee of AMI shall be personally liable to the County (i) in the event of any default or breach by AMI or any successor or assign, (ii) for any amount which may become due to the County, or (iii) pursuant to any obligation of AMI or any successor or assign under the terms of this Agreement.

ARTICLE VIII – REPRESENTATIONS AND WARRANTIES BY THE COUNTY.

- A. The Board of Supervisors has authorized the County Manager to enter into this Agreement, and facilitate the performance of the County's obligations, representations, covenants and undertakings under this Agreement.
- B. All consents and approval necessary to the execution, delivery and performance of this Agreement have been obtained, and the County will execute all documents and take all actions reasonably necessary to implement, evidence and enforce this Agreement.
- C. The County knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the County or its officials with respect to this Agreement.

ARTICLE IX – REPRESENTATIONS AND WARRANTIES BY AMI.

- A. AMI has the full right, power and authorization to enter into and perform this Agreement, and AMI's execution, delivery and performance of this Agreement has been duly authorized and agreed to in accordance with its organization documents, and upon this Agreement's Effective Date, it shall be binding and enforceable against AMI.
- B. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and AMI will execute all documents and take all actions necessary to implement, evidence and enforce this Agreement. AMI knows of no litigation, proceedings, investigation or threat of any of the same contesting the powers of AMI or its officials with respect to this Agreement.

- C. The execution, delivery and performance of this Agreement by AMI is not prohibited by, and does not conflict with, any other agreements, laws, instruments or judgments to which AMI is a party or is otherwise subject.
- D. AMI has been assisted by counsel of its own choosing and has had the opportunity to discuss this Agreement and its consequences with its chosen legal counsel.

ARTICLE X – PRIOR APPROVAL

Any use of the attached exhibits beyond this Agreement requires the written permission of both parties.

ARTICLE XI – REPORTS AND/OR OTHER DELIVERABLES

Upon request of AMI, the County will provide a report regarding completion of items set forth in any quarterly Budget or justification for the failure to complete items set forth in any Budget. AMI may also request other specific content related to budget, cost overruns and/or construction (e.g., standards, as-builts, etc.) and the County will cooperate with such specific information requests.

ARTICLE XII – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE XIII – FUTURE COOPERATION

Each party to this Agreement will reasonably cooperate and in good faith and diligently perform any further acts, deeds and things and execute and deliver any documents that may from time to time be reasonably necessary or otherwise reasonably required to consummate, evidence, confirm and/or carry out the intent and provisions of this Agreement, all without undue delay or expense and without further consideration.

ARTICLE XIV – MISCELLANEOUS

- A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without giving effect to conflicts of law principles. This Agreement has been made and entered into in Santa Cruz County, Arizona.
- B. **Waiver.** No waiver by any party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

- C. **Attorneys' Fees.** In the event of any actual litigation between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.
- D. **Severability.** In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.
- E. **Schedules and Exhibits.** All schedules and exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.
- F. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written are hereby superseded and merged herein.
- G. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument. Signature and acknowledgement pages may be removed from one counterpart and inserted into another counterpart to form a single document.
- H. **Manager's Power to Consent.** The County hereby acknowledges and agrees that any unnecessary delay hereunder would adversely affect the implementation of this Agreement, and hereby authorizes and empowers the County Manager to consent to such matters as may be reasonably necessary to carry out the purposes of this Agreement, without further action of the Board of Supervisors, except for such actions the County Attorney may advise require Board of Supervisors resolution, action and approval as a matter of law, including, without limitation, any further amendment or modification of this Agreement.
- I. **Consents and Approvals.** Except as may be otherwise set forth in this Agreement, the parties hereto shall at all times act reasonably with respect to any and all matters which require any party to review, consent or approve of any act or matter hereunder.
- J. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

AMI:

Signature: _____

Name: _____

Title: _____

SANTA CRUZ COUNTY:

Signature: _____

Name: Jennifer K. St. John, CPA

Title: County Manager

EXHIBIT A

Date	Road SectiActivity	Cost	Sum of Cost	Column Labels						
				Asphalt Repair	Dust Control	Gravel Surfacing	Road Grading	Snow Clearing	Vegetation Removal	Grand Total
Q2	Section 1 Asphalt Repair	7350	Road Sections							
Q2	Section 1 Snow Clearing	0	Section 1	7,350					0	0
Q2	Section 1 Vegetation Removal	0	Section 2	7,350					0	0
Q2	Section 2 Asphalt Repair	7350	Section 3	7,350					0	0
Q2	Section 2 Snow Clearing	0	Section 4	7,350					0	0
Q2	Section 2 Vegetation Removal	0	Section 5	7,350					0	0
Q2	Section 3 Asphalt Repair	7350	Section 6	7,350		0	0	7,071	0	0
Q2	Section 3 Snow Clearing	0	Section 7			0	0	7,071	0	0
Q2	Section 3 Vegetation Removal	0	Total	44,100		0	0	14,141	0	0
Q2	Section 4 Asphalt Repair	7350								
Q2	Section 4 Snow Clearing	0	10% Contingency	5,824						
Q2	Section 4 Vegetation Removal	0								
Q2	Section 5 Asphalt Repair	7350	BRMC Total	64,065						
Q2	Section 5 Snow Clearing	0								
Q2	Section 5 Vegetation Removal	0								
Q2	Section 6 Gravel Surfacing	0								
Q2	Section 6 Asphalt Repair	7350								
Q2	Section 6 Dust Control	0								
Q2	Section 6 Road Grading	7070.5								
Q2	Section 6 Snow Clearing	0								
Q2	Section 6 Vegetation Removal	0								
Q2	Section 7 Gravel Surfacing	0								
Q2	Section 7 Dust Control	0								
Q2	Section 7 Road Grading	7070.5								
Q2	Section 7 Snow Clearing	0								
Q2	Section 7 Vegetation Removal	0								

EXHIBIT B

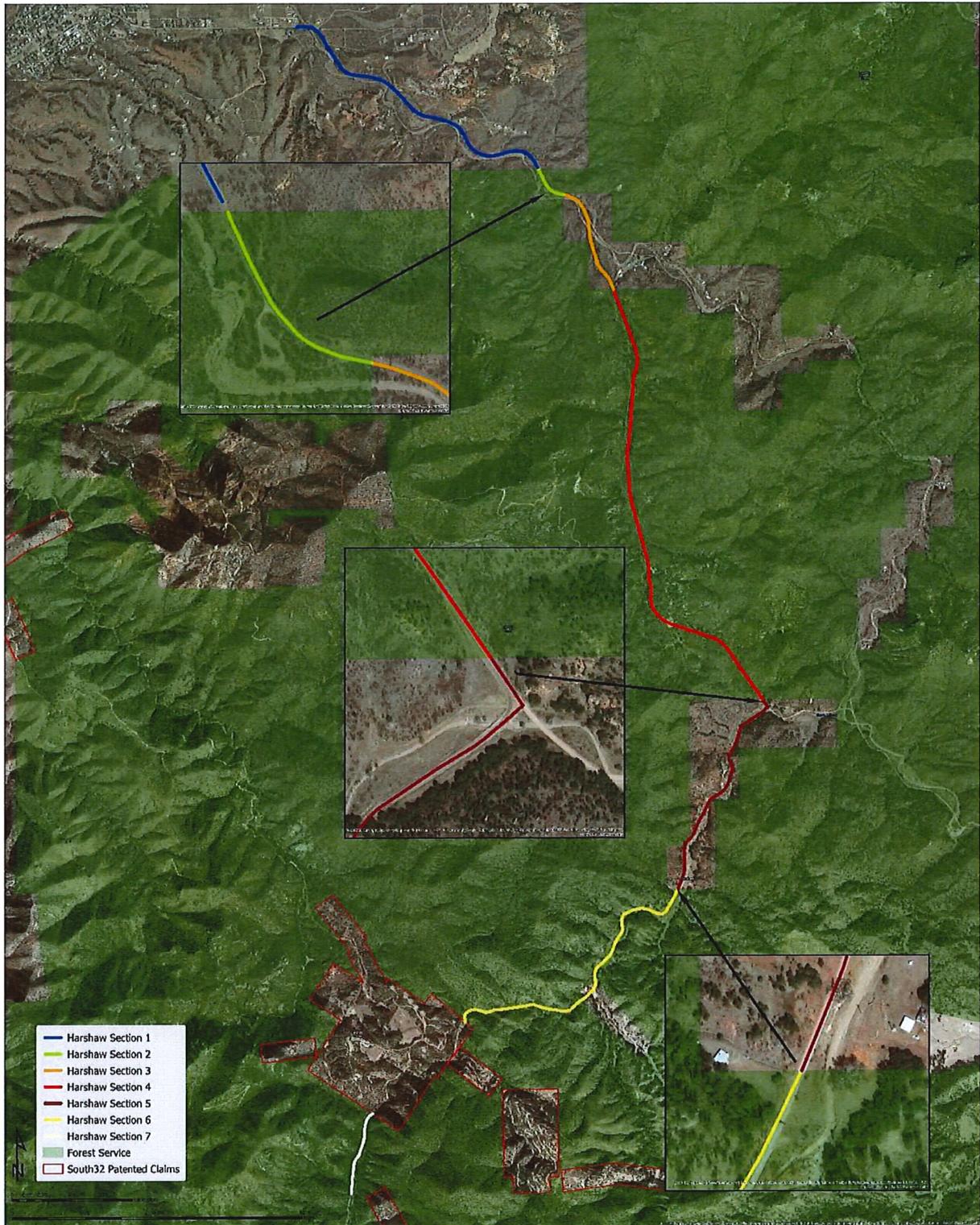


Exhibit B



Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

March 10, 2020

The Honorable Douglas Ducey, Governor
State of Arizona
1700 West Washington Street
Phoenix, Arizona 85007

Re: **Opposition to HB2030**

Dear Governor Ducey,

The Santa Cruz County Board of Supervisors are writing to express our opposition to HB2030, a bill that was approved in the State House of Representatives mid-February and has now moved to the State Senate. The current version of the bill proposes to make the changes to the Arizona Department of Transportation's (ADOT's) responsibilities, then have ADOT present a report to then allow the Department of Public Safety (DPS) to evaluate the transfer of enforcement responsibilities from ADOT to DPS. This is backwards. The analysis should be done first and then policy recommendations can be made and considered for implementation.

We are concerned that no one has been able to articulate or demonstrate that the proposed changes are needed or the advantages that such a transfer would offer for industry, for our communities, and for the safety of our roads. Additionally, we are very concerned that there has not been any analysis on the impacts such a change could have on federal funding not just for the state but for counties and local governments as well.

There have been many collaborative efforts between the local communities and ADOT over the past 10 years, with particular success over the past five years. These efforts have had a direct affect on both infrastructure and truck safety inspections at the international ports of entry. Some examples of community collaboration with ADOT:

- Negotiating an unprecedented Operational Memorandum of Understanding with the Federal Motor Carrier and Safety Administration (FMCSA) to mitigate their haphazard inspection criteria and developing a risk-based approach to Truck Safety Inspection at the Ports of Entry.
- A successful effort to fight against the proposal by the FMCSA to build stand-alone truck safety inspection facilities upstream from the ADOT facilities at Nogales and San Luis.
- The creation of the Border Liaison Unit, a highly specialized training unit within ADOT's Enforcement ranks.
- The creation of a Mexican truck driver safety inspection training and certification program that has resulted in higher compliance rates, fewer fines, lower operating costs for trucking companies and safer roads.

All of the aforementioned programs have played a huge role in expediting throughput at the Arizona International Ports of Entry without sacrificing safety in our communities.

Please know that our concerns are not directed at DPS, and in fact we support the additional pay and resources that DPS is scheduled to receive. We believe that, at the agency level, the relationship between directors is a good relationship.

Finally, we are concerned that there is a lot of inaccurate information being put forward by proponents of the change. An example would be the “numbers’ that were used in hearings before the House Transportation committee impacting the deliberating and decision-making process by our legislators. ADOT was at the hearing to present accurate data but little credence was paid to them.

Our relationship with ADOT has been a very productive and effective one. We have yet to find any advantage from the proposed changes. Again, we are opposed to the HB2030 and the intent to limit the ability for ADOT to do its job. We are opposed to losing such a strategic partner.

Should you have any questions please feel free to contact Bruce Bracker at (520) 375-7812 or bbracker@santacruzcountyaz.gov

Sincerely,
Board of Supervisors

Bruce Bracker
Chairman

Manny Ruiz
Vice-Chairman

Rudy Molera
Supervisor



Lauren Predmore
Paralegal, Legal Affairs

February 25, 2020

Ms. Jennifer St. John
County Manager
2150 N. Congress Drive
Nogales, AZ 85621

Re: Application and Affidavit for a Uniform Service Video Agreement

Dear Ms. St. John:

Enclosed please find Mediacom Arizona LLC's Application and Affidavit for a Uniform Service Video Agreement. As you will see, I have enclosed one original and one copy of each document. I kindly ask that you please sign on copy and forward the fully executed document to my attention.

I have also enclosed a copy of the Certificate of Insurance for you records.

Please do not hesitate to contact me using the information below if you have any questions or concerns.

Sincerely,

Lauren Predmore
Lauren Predmore

Enclosure



APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE
(Pursuant to Title 11, Chapter 14, Arizona Revised Statutes)

Santa Cruz County

I. Applicant:

Applicant's Name: Mediacom Arizona LLC

Principal Place of Business: Address: 1 Mediacom Way City: Mediacom Park State: AZ Zip: 10918

Type of Entity: LLC Jurisdiction of Formation: DE Phone: _____ Email: _____

845-443-2600 LPedmore@
mediacom.com

II. Applicant's principal executive officers or general partners:

Name: Rocco B. Comisso

Title: Chairman + Chief Executive Officer

Address: 1 Mediacom Way, Mediacom Park, AZ 10918

Name: Mark E. Stephen

Title: Executive VP and Chief Financial Officer

Address: Same

Name: John G. Pasculli

Title: Executive VP of operations

Address: Same

III. Person(s) authorized to represent Applicant before County:

Name: Mela Bowen Title: Director, Area Operations

Address: 1436 E Old West Hwy, Apache Junction, AZ

Name: Bill Jensen Title: Group VP Regional Operations

Address: 1504 2nd Street SE, Waseca MN

IV. Check one pursuant to Arizona Revised Statutes §11-1911(C)(4):

- Applicant is an Incumbent Cable Operator as provided in Arizona Revised Statutes §11-1901(13).

- Applicant is not an Incumbent Cable Operator. The date on which the Applicant expects to provide Video Services in the Service Area identified below is: _____.

V. For All Applications:

A. In accordance with A.R.S. §11-1911(7), Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations §76.1801.

B. The term of the uniform video service license shall be 10 years (10 or less).

C. Applicant agrees to pay all lawful fees and charges imposed by the County.

D. Applicant agrees to notify the County in writing of any changes to the information in items I-IV above within thirty days after the change occurs as provided in A.R.S. §11-1914(B)(2).

E. Provide an exact description of the Service Area as identified by a geographic information system digital boundary that meets or exceeds national map accuracy standards. (Attach the description to this application as Exhibit A.)

If the Applicant is an incumbent cable operator, specify whether the Applicant elects under A.R.S. §11-1914(C) to apply for a uniform video service license for a service area that consists of the boundaries of the County: Yes.

Applicant Verification

I, Bruce Gluckman, of lawful age, and being first duly sworn, now state: As a principal executive officer or general partner of the Applicant, I am authorized to and do hereby make the above statements and commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Signature: Bruce Gluckman Date: 2/14/20

Print name and Title: Bruce Gluckman
Deputy General Counsel

County Receipt

The foregoing Application and Affidavit for Uniform Video Service License was received by the County this

_____ day of _____, 20_____.

Santa Cruz County, Arizona

By: _____

Print Name and Title: _____

Address: _____

Phone: _____

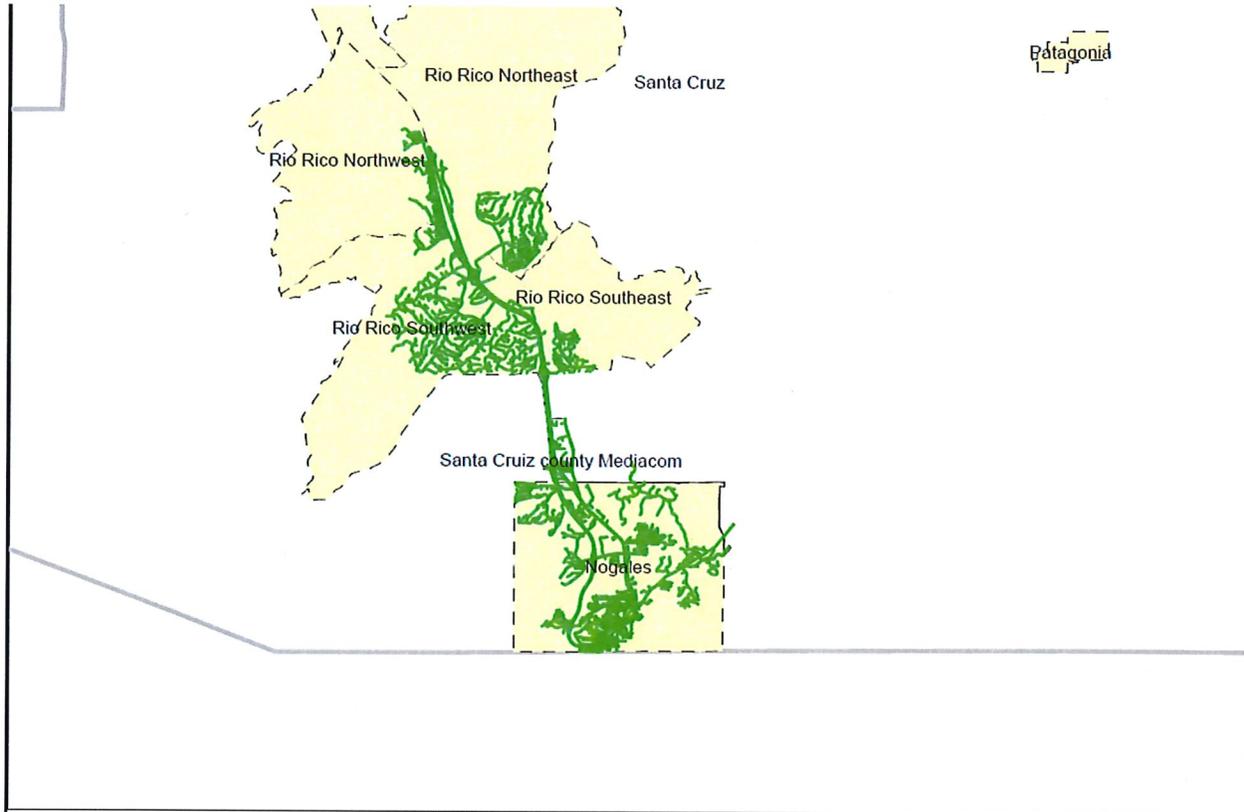
Email: _____

If the County determines that the application and affidavit are incomplete, or otherwise deficient for failure to comply with Chapter 14 of Title 11 of the Arizona Revised Statutes, the County shall provide written notice to the Applicant no later than fifteen (15) days after the date of filing of the application and affidavit.

Not later than forty-five (45) days after the date an Applicant files a completed application and affidavit pursuant to A.R.S. §11-1914, the County shall issue a uniform video service license to the Applicant in the form prescribed by A.R.S. §11-1911. If the County does not notify the Applicant about the completeness of the uniform video service license agreement within the time period prescribed by statute, or issue the agreement within the time period required under this subsection, the agreement shall be considered complete and issued to the Applicant in the form submitted.

EXHIBIT A

SERVICE A



Uniform Video Service License Agreement

This Uniform Video Service License Agreement ("Uniform License Agreement") is made this ___ day of _____, 20__ by and between the County of Santa Cruz, an Arizona County ("Licensor") and Mediacan Arizona LLC, a Delaware Limited Liability Company ("Licensee")

WHEREAS, Licensee has filed a completed application and affidavit under Title 11, Chapter 14, Arizona Revised Statutes (hereinafter the "Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License:

1. Terms that are not defined herein have the same meaning prescribed in the Licensing Statute.

2. The following appear on Exhibit A attached and incorporated herein by reference:

2.1 The name of Licensee, the type of entity and its jurisdiction of formation.

2.2. The address and telephone number of Licensee's principal place of business.

2.3. The name and address of Licensee's principal executive officers or general partners and of any persons authorized to represent Licensee before Licensor.

3. The Service Area in which this Uniform License Agreement authorizes Licensee to provide Video Service consists of the Boundaries of Licensor, as identified on Exhibit B attached and incorporated herein by reference.

4. Licensee is required to pay the License Fees required under the Licensing Statute, and all other lawful fees and charges imposed by Licensor.

5. Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations §76.1801.

6. Licensee shall comply with and be subject to all valid and enforceable federal, state and local laws.

7. Licensee shall comply with all generally applicable, nondiscriminatory local laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.

8. Licensee shall comply with the public, education and government programming requirements of the Licensing Statute.

9. Licensee shall comply with all customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations §76.309(c) applicable to Cable Operators.

10. Licensee shall comply with the consumer privacy requirements of 47 United States Code §551 applicable to Cable Operators.

11. Licensor hereby grants Licensee the authority to provide Video Service in the Service Area that is described in Exhibit B of this Uniform License Agreement.

12. Licensor grants Licensee authority to use and occupy the highways in the delivery of video service, subject to all applicable law and regulations including the laws of this State and the police powers of the County.

13. The term of this Uniform License Agreement is 10 years and shall begin on the date hereof.

14. Licensor and Licensee agree that they are subject to and must comply with the Licensing Statute.

15. Licensee acknowledges that this Uniform License Agreement is subject to Arizona Revised Statutes §38-511, incorporated herein by reference.

Issued this _____ day of _____ 20__.

LICENSOR:

LICENSEE:

By: _____

By: Bruce Gleckler

Bruce Gleckler
Deputy General Counsel

EXHIBIT A

I. Licensee:

Licensee's Name: Medicom Arizona LLC

Principal Place of Business: 1 Medicom Way, Medicom Park, NY 10918

Address: 1 Medicom Way

City: Medicom Park State: NY Zip: 10918

Type of Entity: LLC Jurisdiction of Formation: DE

Phone: 845-443-2600

Email: lpredmore@medicomllc.com

II. Licensee's principal executive officers or general partners:

Name: Rocco B. Comariso

Title: Chairman and Chief Executive Officer

Address: 1 Medicom Way, Medicom Park, NY 10918

Name: Mark E. Stepha

Title: Executive VP and Chief Financial Officer

Address: Same

Name: John G. Pascarelli

Title: Executive VP of Operations

Address: Same

III. Person(s) authorized to represent Licensee before County:

Name: Mark Bowen Title: Director Area Operations

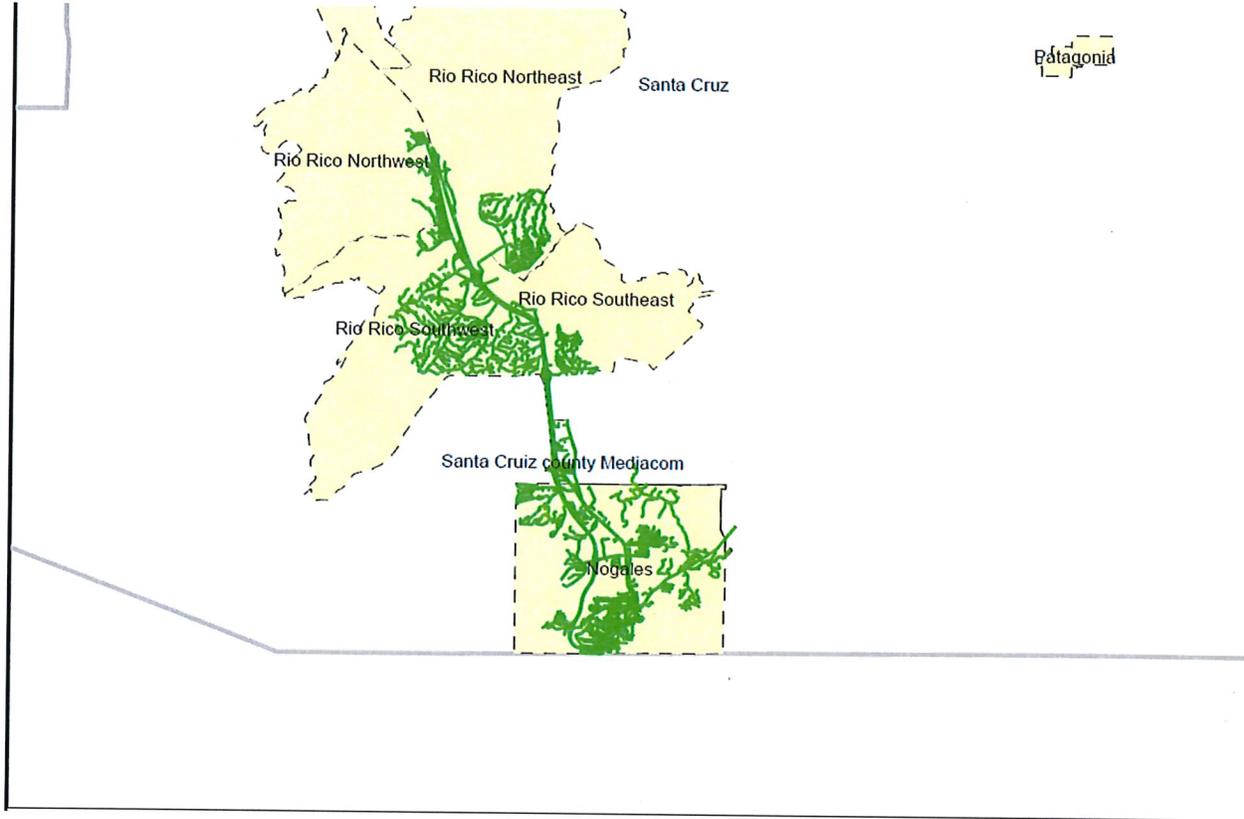
Address: 1436 E Old West Hwy, Apache Junction, AZ

Name: Bill Jensen Title: Group VP, Regional Operations

Address: 1504 2nd Street SE, Waseca, MN

EXHIBIT B

SERVICE AREA



State of Arizona
Department of Liquor Licenses and Control

Created 12/20/2019 @ 04:33:55 PM

Local Governing Body Report

LICENSE

Number:		Type:	013 FARM WINERY
Name:	LOS MILICS WINERY		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	423 UPPER ELGIN ROAD ELGIN, AZ 85611 USA		
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(000)000-0000		
Alt. Phone:	(602)200-7222		
Email:	ANDREA@LEWKLAW.COM		

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

OWNER

Name: BESHERT LLC
Contact Name: ANDREA DAHILMAN LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L22639084 State of Incorporation: AZ
Incorporation Date: 03/06/2018
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

Officers / Stockholders

Name:	Title:	% Interest:
MOSTVINO LLC	ManagingMember	70.00
LOS MILICS IP LLC	MEMBER	30.00

LOS MILICS IP LLC - ManagingMember

Name: CARLA HAYDE MILIC
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (000)000-0000
Alt. Phone: (602)460-3361
Email: ITA@LOSMILICS.COM

LOS MILICS IP LLC - ManagingMember

Name: PAVLE MILIC
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (000)000-0000
Alt. Phone: (707)293-8480
Email: PAVLE@LOSMILICS.COM

BESHERT LLC - MEMBER

Name: LOS MILICS IP LLC
Contact Name: ANDREA DAHILMAN LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 7125 E 5TH AVENUE
#131
SCOTTSDALE, AZ 85251
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

MOSTVINO LLC - ManagingMember

Name: STEPHANIE GARFINKLE
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email:

MOSTVINO LLC - ManagingMember

Name: MORRIS RICHARD GARFINKLE
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (000)000-0000
Alt. Phone: (202)359-2107
Email: MO@LOSMILICS.COM

BESHERT LLC - ManagingMember

Name: MOSTVINO LLC
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 13783 E GAIL ROAD
SCOTTSDALE, AZ 85259
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

APPLICATION INFORMATION

Application Number: 89761
Application Type: New Application
Created Date: 12/20/2019

QUESTIONS & ANSWERS

013 Farm Winery

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
No
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 3) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type LEASE is required.
- 4) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
TERMINATION OR MONETARY PENALTIES
- 5) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 6) Are you the owner?
No
- 7) Are you a purchaser?
No
- 8) Are you a management company?
No
- 9) Is the Business located within the incorporated limits of the city or town of which it is located?
No
If no, in what City, Town, County or Tribal/Indian Community is this business located?
SANTA CRUZ COUNTY
- 10) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
0
- 11) Have you provided a diagram of your premises?
Yes
- 12) Is there a drive through window on the premises?
No
- 13) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NO PATIO
- 14) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
01/31/2020



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

DLLC USE ONLY
CSR:
Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR
Notice: Allow 30-45 days to process permanent change of premises

Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

Temporary change (No Fee) for date(s) of: 11:00AM - 6:00PM
4 / 11 / 20 through 4 / 11 / 20 list specific purpose for change:

Tubac Biker Bash

1. Licensee's Name: Gill Jr Armando Fuentes License#: 012120010349
2. Mailing address: 6590 N Paseo De Gabrielle Tucson Arizona 85741
3. Business Name: Habaneros Restaurant
4. Business Address: 40 N Avenida Goya Tubac Arizona 85646
5. Email Address: afg7719@gmail.com
6. Business Phone Number: 520-240-2160 Contact Phone Number: 520-609-0547

7. Is extension of premises/patio complete?
N/A Yes No If no, what is your estimated completion date? ___/___/___

8. Do you understand Arizona Liquor Laws and Regulations?
Yes No

9. Does this extension bring your premises within 300 feet of a church or school?
Yes No

10. Have you received approved Liquor Law Training?
Yes No

11. What security precautions will be taken to prevent liquor violations in the extended area? Extension contained within courtyard of complex. Security and "no alcohol beyond this point" signs posted at all exit and entrance points. Id checks at every service station.

12. IMPORTANT: Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, if the extended area is not outlined and marked "extension" we cannot accept the application.

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

Approval Disapproval by DLLC: _____ Date: ____/____/____

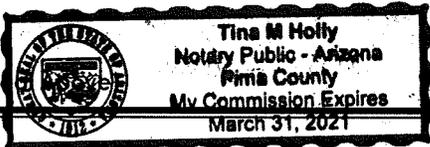
Notary

I, (Signature) Armando Gill, hereby declare that I am a **CONTROLLING PERSON/ AGENT** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

State of Arizona }
 County of PIMA }

On this 20TH Day of FEBRUARY, 2020 before me personally appeared ARMANDO FUENTES GILL JR.
(Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



(Affix Seal)

Tina M. Holly
 Signature of NOTARY PUBLIC

GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

Approval Disapproval

Authorized SignatureTitleAgencyDate

DLLC USE ONLY

Investigation Recommendation: Approval Disapproval by: _____ Date: ____/____/____

Director Signature required for Disapprovals: _____ Date: ____/____/____

2/20/2020

40 Avenida Goya - Google Maps

HABANEROS RESTAURANT
Google Maps 40 Avenida Goya, TUBAC AZ 85646
LIQ LIC # 012120010349



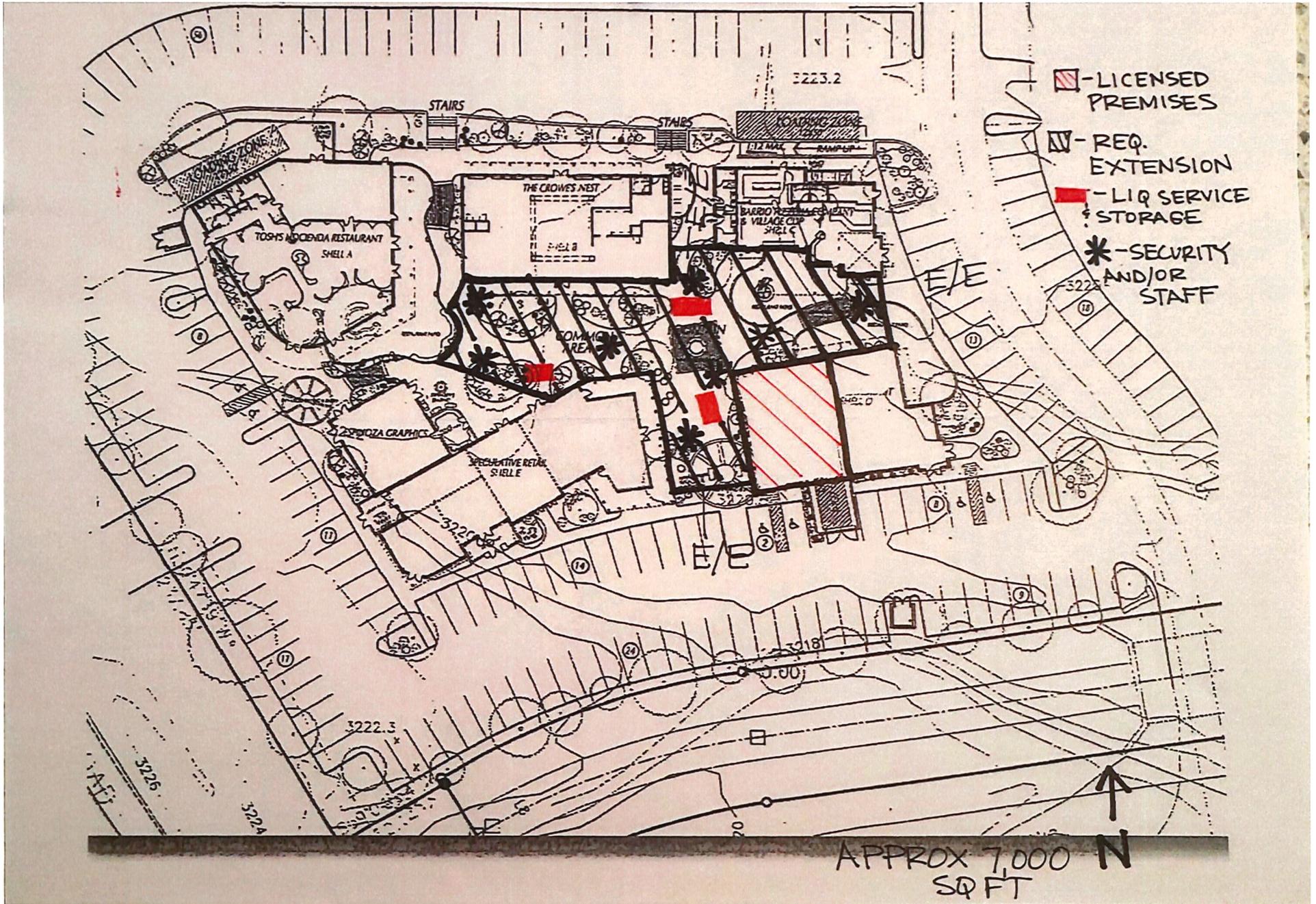
APPROX 7,000 SQ FT

* PLS SEE
ATTACHED *

- - LIQ - SERVICE/STORAGE
- ▧ - LICENSED PREMISES
- ▨ - EXTENSION REQUEST
- * - SECURITY /STAFF

Map data ©2020, Map data ©2020 20 ft







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 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
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FOR DLIC 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: Barden Vicki Lee 12/24/1957
Last First Middle Date of Birth

2. Applicant's mailing address: 590 N. Tyler Ave. Nogales AZ 85621
Street City State Zip

3. Applicant's home/cell phone: (520) 313-3700 Applicant's business phone: (520) 287-3733
Street City State Zip

4. Applicant's email address: vbarden@mchsi.com

SECTION 2 Name of Organization, Candidate or Political Party/Gov.: Boys & Girls Club of Santa Cruz County, Inc.

SECTION 3 Non-Profit/IRS Tax Exempt Number: 86-0671818

SECTION 4 Event Location: Plaza de Anza
 Event Address: 10-50 Avenida Goya Tubac, AZ 85646

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>4/24/2020</u>	<u>Friday</u>	<u>2:00 pm</u>	<u>11:59 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
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 separate the event from existing businesses. Participants will register upon entry and receive a wristband. Arizona Rangers will be stationed strategically throughout the venue.

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? 1
(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 Boys & Girls Club of Santa Cruz County, Inc. Percentage: 100%

Address 590 N. Tyler Ave. Nogales, AZ 85621

Name _____ Percentage: _____

Address _____
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.

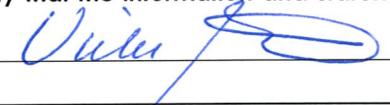
NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

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) Vicki Lee Barden, 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: 

LOCAL GOVERNING BOARD

Date Received: _____
I, _____ recommend APPROVAL DISAPPROVAL
(Government Official) (Title)
On behalf of _____ Signature _____ Date _____ Phone _____
(City, Town, County)

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

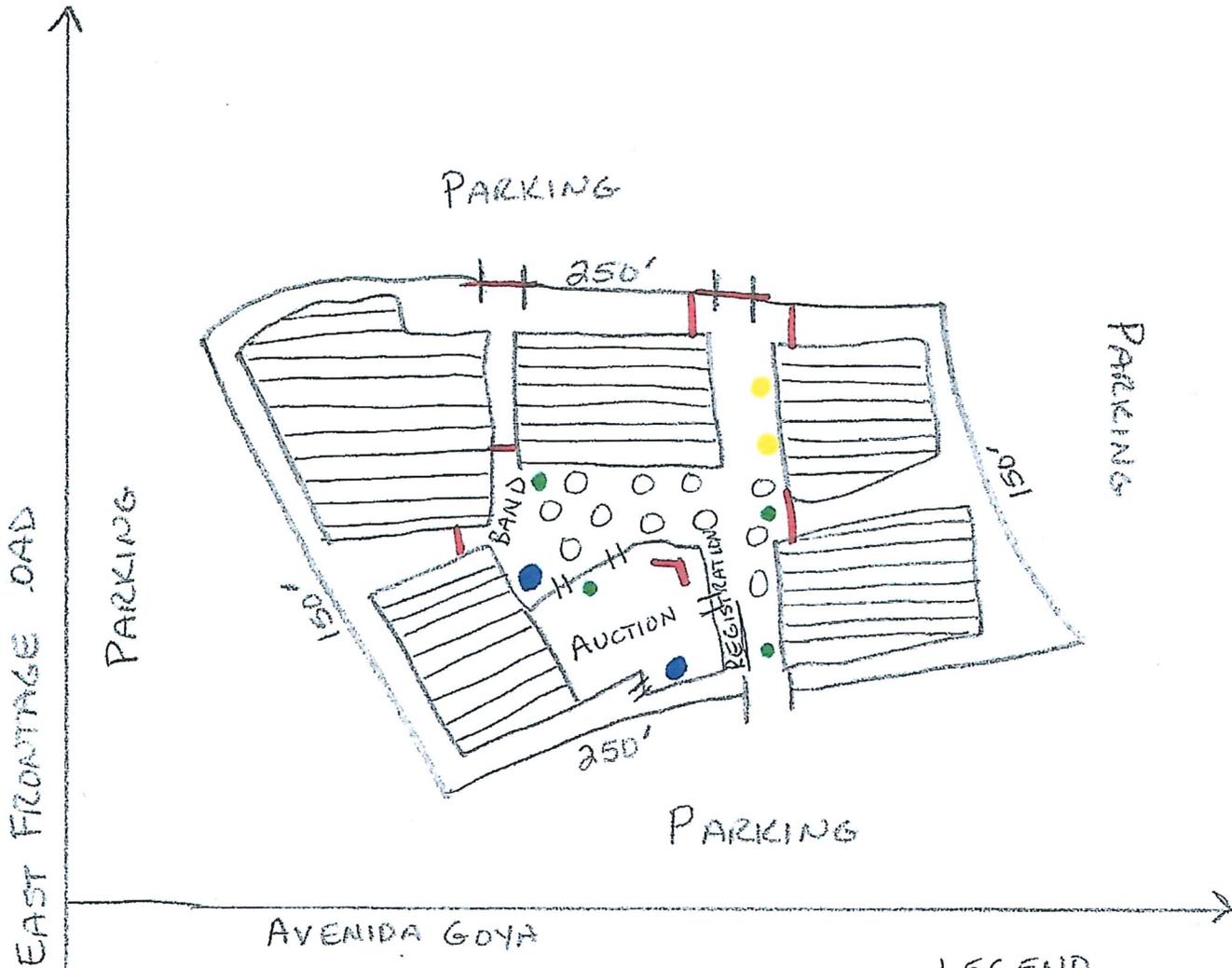
B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or 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.

N ↑



LEGEND

-  = NOT IN USE
-  = FENCING
-  = BAR
-  = RESTROOMS
-  = FOOD
-  = TABLES
-  = SECURITY

PLAZA DE ANZA
10-50 Avenida de Goya
Tubac, AZ 85646



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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: Barden Vicki Lee 12/24/1957
Last First Middle Date of Birth

2. Applicant's mailing address: 590 N. Tyler Ave. Nogales AZ 85621
Street City State Zip

3. Applicant's home/cell phone: (520) 313-3700 Applicant's business phone: (520) 287-3733
Street City State Zip

4. Applicant's email address: vbarden@mchsi.com

SECTION 2 Name of Organization, Candidate or Political Party/Gov.: Boys & Girls Club of Santa Cruz County, Inc.

SECTION 3 Non-Profit/IRS Tax Exempt Number: 86-0671818

SECTION 4 Event Location: Bernardi & Associates, Inc.

Event Address: 8 Marten Road Nogales, AZ 85621

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>5/8/2020</u>	<u>Friday</u>	<u>11:00 am</u>	<u>8:00 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
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 5 Number of Security Personnel Fencing Barriers

Explanation: Participants will register upon entry and receive a wristband. Arizona
Rangers will be stationed at the entrance and throughout the venue and parking areas
to insure all laws are followed.

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? 2
(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 Boys & Girls Club of Santa Cruz County, Inc. Percentage: 100%
Address 590 N. Tyler Ave. Nogales, AZ 85621
Name _____ Percentage: _____
Address _____
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) Vicki Lee Barden, 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: 

LOCAL GOVERNING BOARD

Date Received: _____
I, _____ (Government Official) _____ (Title) recommend APPROVAL DISAPPROVAL
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

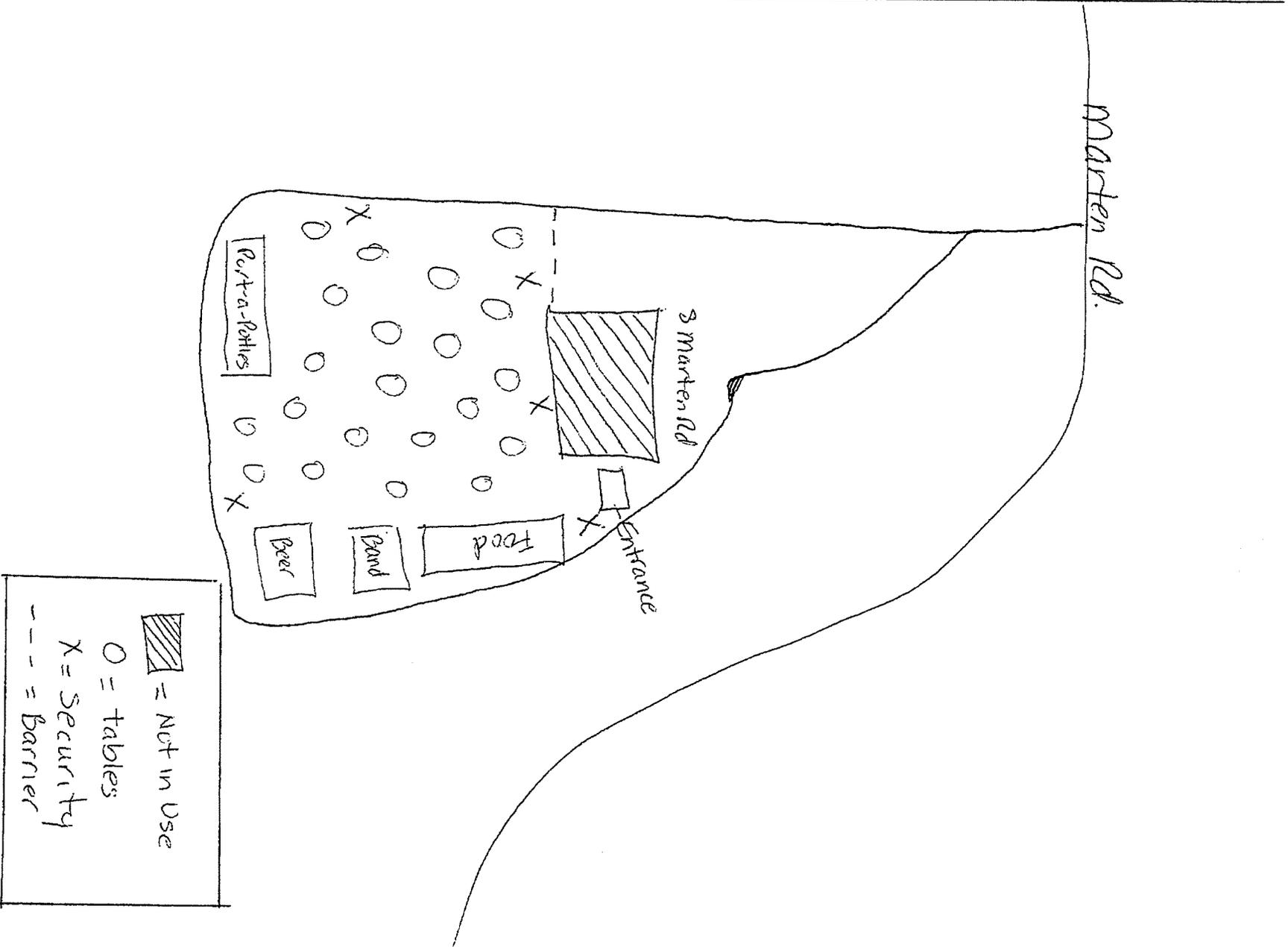
B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or 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.

East Frontage Rd.



N↗



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
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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: Stone Shannon Fredricka 10/20/81
Last First Middle Date of Birth
 2. Applicant's mailing address: 929 N. 9th Ave. Tucson AZ 85705
Street City State Zip
 3. Applicant's home/cell phone: (529) 358-6156 Applicant's business phone: (520) 398-2252
 4. Applicant's email address: director@tubacpresidio.org

SECTION 2 Name of Organization, Candidate or Political Party/Gov.: Friends of the Tubac Presidio

SECTION 3 Non-Profit/IRS Tax Exempt Number: 46-2133238

SECTION 4 Event Location: Tubac Presidio State Historic Park
 Event Address: 1 Burrel St. Tubac, AZ, Santa Cruz County 85646

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>Oct. 24th</u> <u>12020</u>	<u>Saturday</u>	<u>NOON</u>	<u>4pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
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 3 Number of Security Personnel Fencing Barriers

Explanation: Security personnel will be at each entrance and at the booth dispensing the liquor. Local police will be notified of the event to patrol the area.

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? 2
(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 Wisdom's Cafe License #: 12123045

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 Friends of the Tubac Presidio Percentage: 50%

Address 1 Burruel St, #1296 Tubac, AZ 85646

Name Wisdom's Cafe Percentage: 50%

Address 1931 I-19 Frontage Rd. Tumacacori, AZ 85640
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.

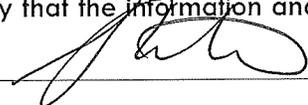
NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

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) Shanann Fredricha Stone 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: 

LOCAL GOVERNING BOARD

Date Received: _____

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

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

DLLC 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.

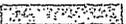
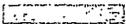
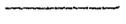
E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

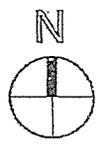
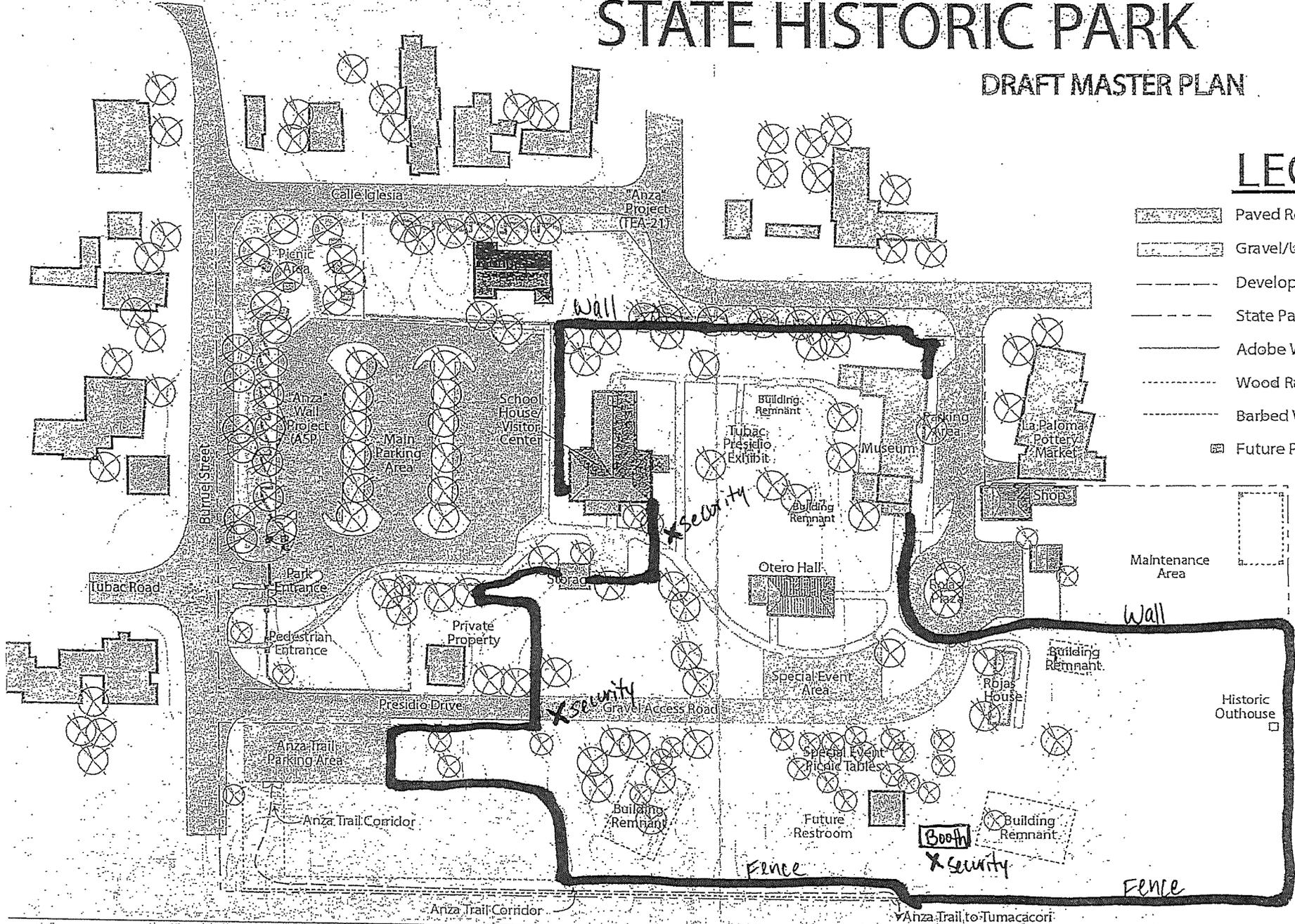
F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.

TUBAC PRESIDIO STATE HISTORIC PARK

DRAFT MASTER PLAN

LEGEND

-  Paved Road/Parking
-  Gravel/Undeveloped Road
-  Developed Trail
-  State Parks Owned Land P.
-  Adobe Wall
-  Wood Rail Fence
-  Barbed Wire Fence
-  Future Park Amenity



0
In Feet
1" Contour Inte

Date Printed: 2/20/2020 3:01
 Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2017
 Resolution No: 55841
 Date Created: 2/20/2020 4:01 PM

Reason For Change:

Wrongful ownership/address correction for 2017 ~~tax year.~~

AS BILLED PARCEL ID: 10522021 AREA CODE 0150
 ACCOUNT NUMBER: R000007423
 PUC 0022-VL-CM-URBAN
 NONSUBDVD

CHANGE TO PARCEL ID: 10522021 AREA CODE 0150
 ACCOUNT NUMBER: R000007423
 PUC 0022-VL-CM-URBAN
 NONSUBDVD

Special Districts:				UNITS
Limited Property	Valuation	%	Exempt	Net Assessed
02RL	2,156	15.00	0	323
Total	2,156		0	323

Special Districts:				UNITS
Limited Property	Valuation	%	Exempt	Net Assessed
02RL	2,156	15.00	0	323
Total	2,156		0	323

Full Cash				Net Assessed
Full Cash	Valuation	%	Exempt	Net Assessed
02RL	2,156	15.00	0	323
Total	2,156		0	323

Full Cash				Net Assessed
Full Cash	Valuation	%	Exempt	Net Assessed
02RL	2,156	15.00	0	323
Total	2,156		0	323

Description As Billed
 SUB BAYZE ESTATES A PORTION OF LOT 4

 TERRA SANTA PRODUCE CO
 P O BOX 1586
 NOGALES, AZ 85628

Description Change To
 SUB BAYZE ESTATES A PORTION OF LOT 4

 NTS FINANCIAL INC
 2651 N GRAND AVENUE
 NOGALES, AZ 85621



Date Printed: 2/20/2020 3:04
 Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2018
 Resolution No: 55842
 Date Created: 2/20/2020 4:04 PM

Reason For Change:

Wrongful ownership/address correction for 2018 tax year.

AS BILLED PARCEL ID: 10522021 AREA CODE 0150
 ACCOUNT NUMBER: R000007423
 PUC 0022-VL-CM-URBAN
 NONSUBDVD

CHANGE TO PARCEL ID: 10522021 AREA CODE 0150
 ACCOUNT NUMBER: R000007423
 PUC 0022-VL-CM-URBAN
 NONSUBDVD

Special Districts:				UNITS
Limited Property	Valuation	%	Exempt	Net Assessed
02RL	2,264	15.00	0	340
Total	2,264		0	340

Special Districts:				UNITS
Limited Property	Valuation	%	Exempt	Net Assessed
02RL	2,264	15.00	0	340
Total	2,264		0	340

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	5,881	15.00	0	882
Total	5,881		0	882

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	5,881	15.00	0	882
Total	5,881		0	882

Description As Billed
 SUB BAYZE ESTATES A PORTION OF LOT 4

TERRA SANTA PRODUCE CO
 P O BOX 1586
 NOGALES, AZ 85628

Description Change To
 SUB BAYZE ESTATES A PORTION OF LOT 4

NTS FINANCIAL INC
 2651 N GRAND AVENUE
 NOGALES, AZ 85621



Date Printed: 2/20/2020 3:07
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2019
Resolution No: 55843
Date Created: 2/20/2020 4:07 PM

Reason For Change:

Wrongful ownership/address correction for 2019 tax year.

AS BILLED PARCEL ID: 10522021 AREA CODE 0150
ACCOUNT NUMBER: R000007423
PUC 0022-VL-CM-URBAN
 NONSUBDVD

CHANGE TO PARCEL ID: 10522021 AREA CODE 0150
ACCOUNT NUMBER: R000007423
PUC 0022-VL-CM-URBAN
 NONSUBDVD

Special Districts:				UNITS
Limited Property	Valuation	%	Exempt	Net Assessed
02RL	2,377	15.00	0	357
Total	2,377		0	357

Special Districts:				UNITS
Limited Property	Valuation	%	Exempt	Net Assessed
02RL	2,377	15.00	0	357
Total	2,377		0	357

Special Districts:				UNITS
Full Cash	Valuation	%	Exempt	Net Assessed
02RL	5,881	15.00	0	882
Total	5,881		0	882

Special Districts:				UNITS
Full Cash	Valuation	%	Exempt	Net Assessed
02RL	5,881	15.00	0	882
Total	5,881		0	882

Description As Billed
SUB BAYZE ESTATES A PORTION OF LOT 4

TERRA SANTA PRODUCE CO
P O BOX 1586
NOGALES, AZ 85628

Description Change To
SUB BAYZE ESTATES A PORTION OF LOT 4

NTS FINANCIAL INC
2651 N GRAND AVENUE
NOGALES, AZ 85621



Date Printed: 2/20/2020 4:07
 Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2019
 Resolution No: 55844
 Date Created: 2/20/2020 5:07 PM

Reason For Change:

Taxpayer qualifies for individual tax exemption for 2019 tax year.

AS BILLED PARCEL ID: 10306110	AREA CODE 0150	CHANGE TO PARCEL ID: 10306110	AREA CODE 0150
ACCOUNT NUMBER: R000003692		ACCOUNT NUMBER: R000003692	
PUC 0131-SFR-010-3		PUC 0131-SFR-010-3	
URBAN-SUBDIVID		URBAN-SUBDIVID	

Special Districts:					Special Districts:				
Limited Property	Valuation	%	Exempt	UNITS Net Assessed	Limited Property	Valuation	%	Exempt	UNITS Net Assessed
03I	41,466	10.00	0	4,147	03I	41,466	10.00	-3,289	858
03L	8,515	10.00	0	852	03L	8,515	10.00	-676	176
Total	49,981		0	4,999	Total	49,981		-3,965	1,034

Full Cash					Full Cash				
	Valuation	%	Exempt	Net Assessed		Valuation	%	Exempt	Net Assessed
03I	55,512	10.00	0	5,551	03I	55,512	10.00	0	5,551
03L	11,400	10.00	0	1,140	03L	11,400	10.00	0	1,140
Total	66,912		0	6,691	Total	66,912		0	6,691

Description As Billed
 SUB MONTE CARLO ESTATES NO 3 LOT 11 BLK 1

 RODRIGUEZ RICARDO
 434 E CAMINO BRAVO
 NOGALES, AZ 85621

Description Change To
 SUB MONTE CARLO ESTATES NO 3 LOT 11 BLK 1

 RODRIGUEZ RICARDO
 434 E CAMINO BRAVO
 NOGALES, AZ 85621



Date Printed: 2/24/2020 10:07
 Prepared By: MIGUEL

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2017
 Resolution No: 55845
 Date Created: 2/24/2020 10:07 AM

Reason For Change:

Deleted 2nd Improvement demolished based on a field inspection done on February 7, 2020 by MAC/JM.

AS BILLED PARCEL ID: 10860009A	AREA CODE 2501	CHANGE TO PARCEL ID: 10860009A	AREA CODE 2501
ACCOUNT NUMBER: R000009994		ACCOUNT NUMBER: R000009994	
PUC 0133-SFR-010-3 RURAL SUBDIV		PUC 0133-SFR-010-3 RURAL SUBDIV	

Special Districts:					Special Districts:				
					UNITS				
Limited Property	Valuation	%	Exempt	Net Assessed	Limited Property	Valuation	%	Exempt	Net Assessed
0401I	78,897	10.00	0	7,890	0401I	61,974	10.00	0	6,197
0401L	40,000	10.00	0	4,000	0401L	39,514	10.00	0	3,951
Total	118,897		0	11,890	Total	101,488		0	10,148

Full Cash					Full Cash				
					UNITS				
Full Cash	Valuation	%	Exempt	Net Assessed	Full Cash	Valuation	%	Exempt	Net Assessed
0401I	78,897	10.00	0	7,890	0401I	62,737	10.00	0	6,274
0401L	40,000	10.00	0	4,000	0401L	40,000	10.00	0	4,000
Total	118,897		0	11,890	Total	102,737		0	10,274

Description As Billed
 THUNDER MOUNTAIN ESTATE THE N2 OF LOT 17 AND ALL OF LOT 18

 BRINK LINDIE & KIRK MILLER
 2819 SUNSET DR
 GOLDEN, CO 80401

Description Change To
 THUNDER MOUNTAIN ESTATE THE N2 OF LOT 17 AND ALL OF LOT 18

 BRINK LINDIE & KIRK MILLER
 2819 SUNSET DR
 GOLDEN, CO 80401



Date Printed: 2/24/2020 10:08
 Prepared By: MIGUEL

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2018
 Resolution No: 55846
 Date Created: 2/24/2020 10:08 AM

Reason For Change:

Deleted 2nd Improvement demolished based on a field inspection done on February 7, 2020 by MAC/JM.

AS BILLED PARCEL ID: 10860009A					CHANGE TO PARCEL ID: 10860009A				
AREA CODE 2501					AREA CODE 2501				
ACCOUNT NUMBER: R000009994					ACCOUNT NUMBER: R000009994				
PUC 0133-SFR-010-3 RURAL SUBDIV					PUC 0133-SFR-010-3 RURAL SUBDIV				
Special Districts:					Special Districts:				
UNITS					UNITS				
Limited Property	Valuation	%	Exempt	Net Assessed	Limited Property	Valuation	%	Exempt	Net Assessed
0401I	76,449	10.00	0	7,645	0401I	60,810	10.00	0	6,081
0401L	40,000	10.00	0	4,000	0401L	40,000	10.00	0	4,000
Total	116,449		0	11,645	Total	100,810		0	10,081
Full Cash					Full Cash				
0401I	76,449	10.00	0	7,645	0401I	60,810	10.00	0	6,081
0401L	40,000	10.00	0	4,000	0401L	40,000	10.00	0	4,000
Total	116,449		0	11,645	Total	100,810		0	10,081

Description As Billed
 THUNDER MOUTAIN ESTATESTHE N2 OFLOT 17 AND ALL OFLOT 18
 BRINK LINDIE & KIRK MILLER
 2819 SUNSET DR
 GOLDEN, CO 80401

Description Change To
 THUNDER MOUTAIN ESTATESTHE N2 OFLOT 17 AND ALL OFLOT 18
 BRINK LINDIE & KIRK MILLER
 2819 SUNSET DR
 GOLDEN, CO 80401



Date Printed: 2/24/2020 10:10
 Prepared By: MIGUEL

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2019
 Resolution No: 55847
 Date Created: 2/24/2020 10:10 AM

Reason For Change:

Deleted 2nd Improvement demolished based on a field inspection done on February 7, 2020 by MAC/JM.

AS BILLED PARCEL ID: 10860009A	AREA CODE 2501	CHANGE TO PARCEL ID: 10860009A	AREA CODE 2501
ACCOUNT NUMBER: R000009994		ACCOUNT NUMBER: R000009994	
PUC 0133-SFR-010-3		PUC 0133-SFR-010-3	
RURAL SUBDIV		RURAL SUBDIV	

Special Districts:				UNITS	Special Districts:				UNITS
Limited Property	Valuation	%	Exempt	Net Assessed	Limited Property	Valuation	%	Exempt	Net Assessed
0401I	78,521	10.00	0	7,852	0401I	62,479	10.00	0	6,248
0401L	40,000	10.00	0	4,000	0401L	40,000	10.00	0	4,000
Total	118,521		0	11,852	Total	102,479		0	10,248

Full Cash				Valuation	%	Exempt	Net Assessed	Full Cash				Valuation	%	Exempt	Net Assessed
0401I	78,521	10.00	0	7,852	0401I	62,479	10.00	0	6,248						
0401L	40,000	10.00	0	4,000	0401L	40,000	10.00	0	4,000						
Total	118,521		0	11,852	Total	102,479		0	10,248						

Description As Billed
 THUNDER MOUTAIN ESTATESTHE N2 OFLOT 17 AND ALL OFLOT 18
 BRINK LINDIE & KIRK MILLER
 2819 SUNSET DR
 GOLDEN, CO 80401

Description Change To
 THUNDER MOUTAIN ESTATESTHE N2 OFLOT 17 AND ALL OFLOT 18
 BRINK LINDIE & KIRK MILLER
 2819 SUNSET DR
 GOLDEN, CO 80401



Date Printed: 2/28/2020 3:20
 Prepared By: MIGUEL

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2019
 Resolution No: 55848
 Date Created: 2/28/2020 3:20 PM

Reason For Change:

Adjusted Improvement Value, from 40% complete to 90% complete. Based on a field inspection done on October 25, 2019 by MAC/JM

AS BILLED PARCEL ID: 11504271	AREA CODE 3502	CHANGE TO PARCEL ID: 11504271	AREA CODE 3502
ACCOUNT NUMBER: R000019454		ACCOUNT NUMBER: R000019454	
PUC 2801-PT COMP SFR ON 5AC/LESS		PUC 0133-SFR-010-3 RURAL SUBDIV	

Special Districts:					Special Districts:				
			UNITS				UNITS		
Limited Property	Valuation	%	Exempt	Net Assessed	Limited Property	Valuation	%	Exempt	Net Assessed
0401I	32,995	10.00	0	3,300	0401I	90,621	10.00	0	9,062
0401L	3,513	10.00	0	351	0401L	3,513	10.00	0	351
Total	36,508		0	3,651	Total	94,134		0	9,413
Full Cash	Valuation	%	Exempt	Net Assessed	Full Cash	Valuation	%	Exempt	Net Assessed
0401I	37,572	10.00	0	3,757	0401I	103,191	10.00	0	10,319
0401L	4,000	10.00	0	400	0401L	4,000	10.00	0	400
Total	41,572		0	4,157	Total	107,191		0	10,719

Description As Billed
 SUB RIO RICO ESTATES UNIT NO.4 LOT 2 OF BLK 93

 MARTINEZ JIMENEZ HUMBERTO & LIZETTE
 398 CAMINO RAMANOTE
 RIO RICO, AZ 85648

Description Change To
 SUB RIO RICO ESTATES UNIT NO.4 LOT 2 OF BLK 93

 MARTINEZ JIMENEZ HUMBERTO & LIZETTE
 398 CAMINO RAMANOTE
 RIO RICO, AZ 85648



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, March 10th, 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 6th day of March, 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

March 10, 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. JAIL DISTRICT

1. Discussion/possible action for authorization to fill vacant positions:
 - a. Probation Supervisor (Req: Juvenile Detention)
 - b. Detention Sergeant (Req: Sheriff)

ACTION TAKEN

approved

approved

H. EXECUTIVE SESSION

1. Pursuant to A.R.S. § 38-431.03(A)(3) and (4), discussion and consultation with attorney for legal advice and direction regarding resolution of condemnation actions in the following matters: (Req: County Attorney)
 - a. CV-19-251, State v. Aguirre Properties, L.L.C.
 - b. CV-19-252, State v. The Harvey Family Limited; Laurence Harvey; Mariposa Land Management
 - c. CV-19-259, State v. DJS Family Limited Partnership; Loma Linda Mall; Theta Properties; Delta Properties
 - d. CV-19-279, State v. Cismo Investments; Peter Van Veen; Mark Espinasse; Earle H. Wright and Donna Wright; Mariposa Mailbox and Self Storage
 - e. CV-19-280, State v. 7659 Property; Lawyers Title of Arizona
 - f. CV-19-295, State v. Circle K Stores, Inc.
 - g. CV-19-296, State v. Alta Real Estate; Divine Flavor, L.L.C.; Wells Fargo Bank
 - h. CV-19-220, State v. 7659 Property L.L.C.; Laurence Harvey; The Harvey Family Ltd.
 - i. CV-19-253, State v. Delta Properties, L.L.P.; KS Statebank
 - j. CV-19-254, State v. Delta Properties; Trust 7659 Property
 - k. CV-19-256, State v. Delta Properties; Harbor Freight Tools; Planet Fitness; Watermill Express
 - l. CV-19-257, State v. Theta Properties; Wells Fargo Bank; Larriva Properties; Delta Properties
 - m. CV-19-265, State v. Cismo Investments; Sonora Properties; Casa de Cambio
 - n. CV-19-266, State v. Annette Suzy Mastick; L & L Mastick

2. Pursuant to A.R.S. § 38-431.03(A)(3) and (4), discussion and consultation with attorney for legal advice and direction regarding settlement of CENTURYLINK V. ADOR ET. AL. AZ Tax Court # TX2019-001726 (Req: County Attorney)

I. ACTION ITEMS

1. Discussion/possible action for authorization to reclassify and fill Office Specialist to Secretary position (Req: County Attorney) approved
2. Discussion/possible action to approve the re-appointment of Denneen L. Peterson as full-time Pro-Tempore for Santa Cruz County from July 1, 2020 through June 30, 2021 (Req: Superior Court) approved
3. Discussion/possible action to approve the re-appointment of Sheila Dagucon as temporary part-time Pro Tempore to serve as a judicial resource in conflict cases, settlement conferences and a general caseload when unexpected leaves occur among elected judges from July 1, 2020 through June 30, 2021 (Req: Superior Court) approved
4. Discussion/possible action to approve the appointment of Precinct Committee Person for the Santa Cruz County Democrat Party: (Req: Mary Darling, Chairwoman, SCC Democrat Party)
 - a. Ana (Anita) L. Moreno – Santa Cruz 13 approved
 - b. Melissa R. Ochoa – Nogales 1 approved
5. Discussion/possible action to accept award from the Arizona Department of Environmental Quality (ADEQ) under the Hazardous Materials Emergency Preparedness (HMEP) Grant Program in the amount of \$8,550 for training (Req: Emergency Management) approved
6. Discussion/possible action to approve FFY19 Operation Stone Garden (OPSG) Grant Program Awards with the Arizona Department of Homeland Security for: (Req: Sheriff)
 - a. Sub-recipient Agreement No.190427-01, OPSG Overtime & Mileage in the amount of \$508,500 to work details as set by the U.S. Border Patrol approved
 - b. Sub-recipient Agreement No.190427-02, OPSG Equipment in the amount of \$64,500 for the purchase of one 4X4 OPSG vehicle with police equipment, mobile docking station, P25 mobile phone and FLIR camera system approved
7. Discussion/possible action to approve the donation of a 2009 Chevrolet Impala, VIN# 2G1WS57M891277600 to Santa Cruz Valley Unified School District #35 for use at Rio Rico High School in their Career and Technical Education programs, namely the Law Enforcement program (Req: Sheriff) approved
8. Discussion/possible action to approve the renewal of the ESRI Maintenance Agreement for the maintenance of the ESRI software modules from May 25, 2020 to May 24, 2021 in the amount of \$37,310 (Req: Information Technology) approved
9. Discussion/possible action to approve Proclamations declaring: (Req: County Manager)
 - a. March 29, 2020 as National Vietnam War Veterans Day approved
 - b. March 2020 as Santa Cruz County Government Employee Appreciation Month approved
 - c. April 2020 as National County Government Month approved
10. Discussion/possible action to approve the Contribution Agreement with Arizona Minerals for road maintenance projects (Req: County Manager) approved
11. Discussion/possible action to approve a letter opposing House Bill 2030 (Req: Chairman Bracker) approved
12. Discussion/possible action to approve Application and Affidavit for Uniform Video Service License with Mediacom Arizona (Req: County Manager) approved
13. Discussion/possible action: recommendation of approval/disapproval of Application for Liquor License for Los Milics Winery, Elgin (Req: Clerk) tabled
14. Discussion/possible action: recommendation of approval/disapproval of Application for Extension of Premises (temporary): Habaneros Restaurant, Tubac (Req: Clerk) approved
15. Discussion/possible action: recommendation of approval/disapproval of Applications for Special Event Licenses for: (Req: Clerk)
 - a. Boys & Girls Club of Santa Cruz County, Inc., 04/24/2020, Tubac approved
 - b. Boys & Girls Club of Santa Cruz County, Inc., 05/08/2020, Nogales approved
 - c. Friends of the Tubac Presidio, 10/24/2020, Tubac approved
16. Tax Valuation Adjustments: (Req: Assessor)
 - a. 105-22-021 – NTS Financial Inc, Resolution No. 55841 approved
 - b. 105-22-021 – NTS Financial Inc, Resolution No. 55842 approved
 - c. 105-22-021 – NTS Financial Inc, Resolution No. 55843 approved
 - d. 103-06-110 – Ricardo Rodriguez, Resolution No. 55844 approved

- e. 108-60-009A – Lindie Brink & Miller Kirk, Resolution No. 55845 approved
- f. 108-60-009A – Lindie Brink & Miller Kirk, Resolution No. 55846 approved
- g. 108-60-009A – Lindie Brink & Miller Kirk, Resolution No. 55847 approved
- h. 115-04-271 – Humberto & Lizette Martinez Jimenez, Resolution No. 55848 approved
- 17. Demands approved
- 18. Approval of Minutes: 02/18/2020 approved
- 19. Discussion/possible action to instruct Counsel regarding the Board of Supervisors position with regards to litigation in the following condemnation actions: (Req: County Attorney) approved
 - a. CV-19-251, State v. Aguirre Properties, L.L.C.
 - b. CV-19-252, State v. The Harvey Family Limited; Laurence Harvey; Mariposa Land Management
 - c. CV-19-259, State v. DJS Family Limited Partnership; Loma Linda Mall; Theta Properties; Delta Properties
 - d. CV-19-279, State v. Cismo Investments; Peter Van Veen; Mark Espinasse; Earle H. Wright and Donna Wright; Mariposa Mailbox and Self Storage
 - e. CV-19-280, State v. 7659 Property; Lawyers Title of Arizona
 - f. CV-19-295, State v. Circle K Stores, Inc.
 - g. CV-19-296, State v. Alta Real Estate; Divine Flavor, L.L.C.; Wells Fargo Bank
 - h. CV-19-220, State v. 7659 Property L.L.C.; Laurence Harvey; The Harvey Family Ltd.
 - i. CV-19-253, State v. Delta Properties, L.L.P.; KS Statebank
 - j. CV-19-254, State v. Delta Properties; Trust 7659 Property
 - k. CV-19-256, State v. Delta Properties; Harbor Freight Tools; Planet Fitness; Watermill Express
 - l. CV-19-257, State v. Theta Properties; Wells Fargo Bank; Larriva Properties; Delta Properties
 - m. CV-19-265, State v. Cismo Investments; Sonora Properties; Casa de Cambio
 - n. CV-19-266, State v. Annette Suzy Mastick; L & L Mastick
- 20. Discussion/possible action to instruct Counsel regarding the Board of Supervisors position with regards to litigation in CENTURYLINK V. ADOR ET. AL. Tax Court # TX2019-001726 (Req: County Attorney) approved

J. ADJOURNMENT

Posted: 03/06/20 at 11:40 a.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).