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# IMPORTANT NOTICE!!!

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As we work through this time of the COVID-19 virus please see the following information regarding access to the Santa Cruz County Board of Supervisors' meetings.

Per the most recent guidelines from the federal government that no more than 10 people should be gathered in a room at the same time, the public will not be allowed in the Board Chambers.

Members of the public may call and listen to the meeting by following these steps:

- Dial (669)900-6833
- Enter the Meeting ID: 914 664 2271

All incoming calls for the meeting will be muted.

If you would like to speak during Call to the Public please take the following actions:

1. Email Tara Hampton at [thampton@santacruzcountyaz.gov](mailto:thampton@santacruzcountyaz.gov)
2. Identify the Board of Supervisors' meeting date, the agenda item # and title.
3. Name & Telephone Number
4. Comments or questions should be sent by and received no later than 5:00PM, the Monday before the Board meeting.
5. In order to make a comment during Call to the Public, please dial \*9, which will indicate you want to speak.

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

Documents:

[06-02-20.PDF](#)

2. 9:30 A.M. DOCUMENTATION (23.5MB)

Documents:

[06-02-20.PDF](#)

3. 9:30 A.M. ACTION TAKEN

Documents:

[06-02-20 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, June 2<sup>nd</sup>, 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.

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4. Comments or questions should be sent and received by no later than June 1, 2020 at 5:00PM for the June 2, 2020 Regular Board meeting.
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To obtain a copy of the agenda go to <https://www.santacruzcountyaz.gov/AgendaCenter>.

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 28<sup>th</sup> day of May, 2020.

*Tara R. Hampton, Clerk*  
*Board of Supervisors*



# Board of Supervisors

## Santa Cruz County

MANUEL RUIZ  
District 1

RUDY MOLERA  
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BRUCE BRACKER  
District 3

## AGENDA

**June 2, 2020 at 9:30 a.m.**  
**Santa Cruz County Complex**  
**2150 N. Congress Drive, Room 120**  
**Nogales, AZ 85621**

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

### **B. ADOPTION OF AGENDA**

### **C. CALL TO THE PUBLIC:**

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

### **D. CURRENT EVENTS**

1. Board of Supervisors
2. Manager

### **E. DEPARTMENT REPORTS AND ACTIVITIES**

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

**F. FLOOD CONTROL**

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

**G. ACTION ITEMS**

**ACTION TAKEN**

- 1. Discussion/possible action to approve the re-appointment of Concepcion Bracamonte as Justice of the Peace Pro-Tempore Judge from July 1,2020 through June 30, 2021 (Req: Superior Court) \_\_\_\_\_
- 2. Discussion/possible action to approve the following re-appointments to the Board of Adjustment for District No. 2 (Req: Supervisor Molera) \_\_\_\_\_
  - a. Dan Doyle, Chairman \_\_\_\_\_
  - b. Michael J. Dougherty, Member \_\_\_\_\_
- 3. Discussion/possible action to approve the re-appointment of J. Guillermo Padilla as a Planning and Zoning Commissioner for District 2 (Req: Supervisor Molera) \_\_\_\_\_
- 4. Discussion/possible action to approve the Secure Rural Schools and Communities Act award distribution for school year 20-21 in the amount of \$300,961.05 (Req: School Superintendent) \_\_\_\_\_
- 5. Discussion/possible action to approve an amendment to the Food Service Management Agreement approved on May 18, 2016, with Summit Food Management, LLC to reflect a 3% price increase to current prices (Req: Sheriff) \_\_\_\_\_
- 6. Discussion/possible action to accept an additional award from the Arizona Department of Environmental Quality (ADEQ) under the Hazardous Materials Emergency Preparedness (HMEP) Grant Program Grant #: HM-HMP-0583-16-01-00 from \$8,550 to a maximum of \$14,000 for training (Req: Emergency Management) \_\_\_\_\_
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- 9. Discussion/possible action to approve Resolution #2020-07 canceling the election of Precinct Committeemen for the August 4, 2020 Primary Election and appointing candidates that filed as deemed elected (Req: Elections) \_\_\_\_\_
- 10. Discussion/possible action to approve Bond for Duplicate Warrant # 4-663101 in the amount of \$13,171.34 dated 02/05/2020, payable to Santa Cruz County Board (Req: Clerk) \_\_\_\_\_
- 11. Tax Valuation Adjustments: (Req: Assessor) \_\_\_\_\_
  - a. 112-43-121 – Patrick S Jr & Carol Anderson, Resolution No. 55867 \_\_\_\_\_
  - b. 112-43-121 – Patrick S Jr & Carol Anderson, Resolution No. 55868 \_\_\_\_\_
  - c. 112-43-121 – Patrick S Jr & Carol Anderson, Resolution No. 55869 \_\_\_\_\_
- 12. Demands \_\_\_\_\_
- 13. Approval of Minutes: 11/16/2018, 12/05/2018, 12/19/2018 & 05/19/2020 \_\_\_\_\_

**H. ADJOURNMENT**

Posted: 05/28/2020 at 4:20 p.m. by LT

*Tara R. Hampton, Clerk of the Board*

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



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Dated this 28<sup>th</sup> day of May, 2020.

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## CASH AND INVESTMENT REPORT

June 2, 2020

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
<b>100</b>	<b>100</b>	<b>GENERAL FUND</b>	<b>\$ 6,000,011</b>	<b>\$ 99,938</b>	<b>\$ 1,779,751</b>	<b>\$ 7,779,762</b>
225	101	J.P. #1 TIME PAYMENT FEES	72,208			72,208
245	102	J.P. #2 TIME PAYMENT FEES	(875)			(875)
262	103	J.C.E.F. COURT FEE FUND	128,513			128,513
226	105	DRUG COURT DIVERSION FUND	1,071			1,071
181	106	EXPED. CHILD SUPPORT & VISITATION	97,645			97,645
180	107	CLERK'S SUPERIOR COURT RETRIEVAL FUND	115,538			115,538
182	108	SPOUSAL MAINTENANCE FUND	15,849			15,849
183	109	CHILD SUPPORT AUTOMATION FUND	1,916			1,916
125	110	PROSECUTION HIDTA (PIMA)	(31,374)			(31,374)
126	111	ATTORNEY'S DIVERSION PROGRAM	5,760			5,760
127	112	VICTIM RIGHTS NOTIFICATION	8,258			8,258
128	113	BAD CHECK PROGRAM	2,559			2,559
130	116	COST OF PROSECUTION	1,421		0.49	1,421
343	117	911 GRANT	(4,107)			(4,107)
184	118	DOMESTIC REL. ED. MEDIATION FUND	14,610			14,610
258	119	DOMESTIC REL. ED. CHILD ISSUES	(312)			(312)
185	122	NON IV-D CONVERSION FUND	731			731
259	125	5% FILL THE GAP FUND	75,083			75,083
111	128	RECORDER'S RETRIEVAL FUND	69,536		193,560	263,096
227	133	CIRCLES OF PEACE	1,446			1,446
203	134	HAZARDOUS MATERIALS (HMED) GRANT	2,848			2,848
112	135	TREASURER'S RETRIEVAL FUND	118,055			118,055
204	137	PRE-DISASTER MITIGATION	0			0
205	139	TOHONO O'ODHAM (EM)	16			16
132	141	FILL THE GAP (ATTORNEY)	3,319			3,319
110	142	ASSESSOR'S RETRIEVAL FUND	30,107			30,107
133	143	5% FTG ALLOCATION-C.A. 21.61%	6,253			6,253
206	144	EMERGENCY RESPONSE FUND	0			0
207	145	COVID-19 EMERGENCY	(22,861)			(22,861)
202	147	AZDOHS-HSGP#160405-01/02	(499)			(499)
228	148	JP #1 FARE PROGRAM	14,551			14,551
151	151	FEDERAL PROGRAM INCOME-CA	0			0
152	152	VICTIMS OF CRIME STRIVE	(8,596)			(8,596)
154	154	ADHS OVERTIME 130435-01	0			0
615	155	CASE MANAGEMENT FUND	25,376			25,376
155	156	SLOT GRANT- COUNTY ATTORNEY	(717)			(717)
211	160	INTEROPERABLE RADIO CHANNEL	0			0
187	187	DES IV-D CLERK GRANT	(9,192)			(9,192)
676	191	SCHOOL FOREST FEES FUND	293,492			293,492
677	192	EARLY LEARNING	1,833			1,833
678	193	FIRST THINGS FIRST HOME VISIT	(23,793)			(23,793)
679	194	READING FIRST-TECH ASSISTANT	922			922
680	195	CAROL M WHITE - PHYSICAL ED GRANT	0			0
329	197	COMMISSARY FUND	34,236			34,236
117	198	SANTA CRUZ FAIR ASSOCIATION	0			0
265	200	COURT SECURITY IMPROVEMENTS	9,542			9,542
257	203	LAW LIBRARY FUND	87,811			87,811
120	204	OLD COURTHOUSE FUND	(5,049)			(5,049)
<b>105</b>	<b>205</b>	<b>ROAD FUND</b>	<b>464,874</b>		<b>1,762,436</b>	<b>2,227,310</b>
625	206	WASTE TIRE GRANT (ADEQ)	159,127			159,127
600	207	ANIMAL CONTROL FUND	(105,427)			(105,427)
601	208	STERILIZATION ENFORCEMENT FUND	18,402			18,402
106	209	LOCAL TRANSPORTATION ASSISTANCE	0			0
134	210	ANTI-RACKETEERING	67,888			67,888
135	211	A.C.J.C. PROSECUTION (CA)	0			0
136	212	RESTITUTION--VICTIMS COMP	36,357			36,357
137	213	VOCA--VICTIMS COMP	(9,536)			(9,536)
138	214	ACJC--ATTY'S VICTIMS COMP FUND	(3,690)			(3,690)
326	216	HIDTA-MTF	0			0
327	217	SHERIFF A.C.J.C. GRANT (MTF)	(4,594)			(4,594)
139	219	ATTORNEY'S ENHANCEMENT FUND	(8,382)			(8,382)
282	221	JUVENILE PROBATION SVC FEES	120,718		26,481	147,199
263	222	FARE PROGRAM FUND	613			613
280	223	FAMILY COUNSELING GRANT	15,458			15,458
308	224	ADULT PROBATION SERVICE FEES	478,840		102,550	581,389
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	106,825		3,995	110,821
311	229	JCEF-ADULT INTENSIVE PROB SUPPLEMENTAL	0			0
275	230	DIVERSION INTAKE	39,243			39,243
300	231	COMMUNITY PUNISHMENT PROGRAM	12,128			12,128
274	232	JCEF-JUVENILE INTENSIVE PROB.SUPPLEMENT	(201)			(201)

250	233	CASA PROGRAM FUND	9,101		9,101
273	234	JUVENILE INTENSIVE PROBATION SUPERVISION	29,091		29,091
310	235	ADULT INTENSIVE PROBATION SUPERVISION	(59,196)		(59,196)
276	236	STANDARD PROBATION	20,621		20,621
301	237	STATE AID ENHANCEMENT GRANT	(11,811)		(11,811)
304	238	DRUG ENFORCEMENT ACCOUNT GRANT	0		0
312	239	PROBATION/PAROLE SERVICES DYTR	8,611	40,908	49,519
330	240	JAIL ENHANCEMENT GRANT	337,866		337,866
331	242	GOHS DUI GRANT (SHERIFF)	193		193
332	243	VICTIM BILL OF RIGHTS	0		0
681	244	GOVERNOR'S HEALTHY FAMILY GRT	(19)		(19)
333	247	OPERATION STONEGARDEN #180432-01	(69,605)		(69,605)
683	249	JUVENILE EDUCATION FUND	59,667		59,667
370	250	ENVIRONMENTAL HEALTH SERVICE FUND	(255,182)		(255,182)
373	253	SMOKE FREE ARIZONA	(4,118)		(4,118)
375	257	PHEP COVID-19	271,460		271,460
376	258	ZIKA ELC	1,956		1,956
334	260	FEDERAL SEIZURE SO	20,344		20,344
141	264	FEDERAL SEIZURE (CA)	20,230	1,035	21,265
684	266	GEAR UP	(25,976)		(25,976)
255	267	TRAFFIC CASE PROCESSING FUND	218		218
337	268	DOJ BULLET PROOF VEST FUNDING	8,222		8,222
377	269	BIO-TERRORISM GRANT	(458)		(458)
338	270	AATA LAW ENFORCEMENT GRANT	0		0
685	272	TITLE II-A	6,545		6,545
339	273	AZDPS-BORDER ENHANCEMENT	272,928		272,928
686	274	TITLE I-D	0		0
142	276	AZ AUTO THEFT AUTHORITY (CA)	7,862		7,862
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	(49,288)		(49,288)
283	290	JUV PROB SVC EXTRA FEES > \$40	20,867		20,867
307	291	ADULT PROB FEES INTRST COMP 30%	12,374		12,374
309	292	ADULT PROB SVC EXTRA FEES > \$40	120,824		120,824
691	299	COUNTY JAIL EDUCATION	44,211		44,211
254	300	COMMUNITY ADVISORY BOARD	23		23
306	301	ADULT PROBATION DRUG TESTING	21,937		21,937
278	302	DIVERSION CONSEQUENCES	592		592
279	303	JUV PROB SVC FUND TREATMENT	31,393		31,393
303	304	DRUG TREATMENT & EDUCATION FUND	5,525		5,525
254	305	JUVENILE COMMUNITY ADVISORY BRD	0		0
305	306	VICTIMS RIGHTS PROG-PROBATION	1,383		1,383
251	307	MODEL COURT, CRT IMPROVEMENT	0		0
253	308	DEPENDENCY CASE PROCESSING	0		0
252	309	D.E.S. IV-D	(1,347)		(1,347)
256	312	FTG-INDIGENT DEFENSE	0	0.00	0
626	313	SELF HHW/ABOP SITE	6,149		6,149
288	314	JAIBG #2	387		387
287	315	JUV ACCOUNTABILITY BLOCK JAIBG	209		209
290	319	JUVENILE DETENTION ALTERNATIVE INITIATIVES	0		0
341	320	OPERATION STONE GARDEN #160420	0		0
260	321	5% FTG ALLOC-SUP CRT 57.37%	584,050		584,050
261	322	5% FTG ALLOC-IND DEF 20.53%	339,336		339,336
313	323	GLOBAL POSITIONING SYSTEM	0		0
800	332	EPA WETLANDS PROTECTION DEV	0		0
209	335	COVID-19 SOUTH 32	42,059		42,059
<b>650</b>	<b>350</b>	<b>FLOOD CONTROL DISTRICT FUND</b>	<b>1,361,088</b>	<b>1,458,888</b>	<b>2,819,976</b>
950	351	FIRE DISTRICT SECONDARY FUND	174,247	(99,938)	174,247
352	352	BORDER SECURITY ENHANCEMENT PROGRAM	0		0
651	353	FLOOD CONTROL RESERVE FUND	315,503	197,865	513,368
354	354	ICE GRANT	(50,059)		(50,059)
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 #190427	(77,903)		(77,903)
359	359	OPERATION STONE GARDEN #140425	0		0
360	361	OPERATION STONE GARDEN #150417	4,123		4,123
725	365	PROFESSIONAL DEVELOPMENT GRANT	(1,212)		(1,212)
116	367	HAVA FORTIFICATION GRANT	133,644		133,644
747	376	ADULT EDUCATION ONE-TIME WIOA	(2,616)		(2,616)
746	377	WIOA RAPID RESPONSE	0		0
693	379	TECHNOLOCHICAS LIFT INITIATIVE	70,911		70,911
727/728	380	WIOA YOUTH PROGRAM	(20,446)		(20,446)
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	(12,997)		(12,997)
736	390	ADULT EDUCATION WIOA SUPPLEMENTAL	(647)		(647)
739	393	WIOA ADULT	(11,049)		(11,049)
740	394	WIOA DISLOCATED WORKER	(19,145)		(19,145)
741	395	WIOA ADMINISTRATION	(3,866)		(3,866)
743	397	WORK INCENTIVE GRANT	0		0
440	405	CDBG #121-20 BOYS & GIRLS CLUB	(4,489)		(4,489)
400	408	APRON RECONSTRUCTION	0		0
490	415	CDBG PROJECTS	0		0
402	422	RUNWAY & TAXI CONNECTOR REHAB	(268,970)		(268,970)
405	427	AIRFIELD ELECTRICAL UPGRADE DESIGN	0		0
406	429	CDBG REGIONAL ACCOUNT	(10,000)		(10,000)
407	430	PHASE 1 - APRON DESIGN	0		0
451	431	RIO RICO RD IMPROVEMENT-CDBG	0		0
436	436	CDBG #127-20 COURTHOUSE PLANNING	0		0
438	438	CDBG #122-20 COMMERCIAL KITCHEN	0		0
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	133,808	269,819
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336	75,697	78,033
121	488	DEBT SERVICE FUND	70,294	240	70,533
<b>325</b>	<b>489</b>	<b>JAIL DISTRICT</b>	<b>1,453,014</b>	<b>640</b>	<b>1,453,654</b>
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	1,797,551		1,797,551
501	541	LANDFILL RESERVE FUND	2,758,307	1,057,378	3,815,686
602	602	OFFICER SAFETY EQUIPMENT-AC	2,690		2,690
694	651	ELEMENTARY ROBOTICS PROGRAM	1,557		1,557
695	652	IME BECAS GRANT	6,410		6,410
700	657	SCC E-RATE CONSORTIUM	(1,426)		(1,426)
704	659	IDEA BASIC JUVENILE SECURE CARE	4,809		4,809
698	660	SCHOOL SUPPORT	4,761		4,761
701	663	21ST CENTURY LEARNING CTR	468		468
706	664	TAYLOR GRAZING FEES	1,062		1,062
707	665	STATE CHEMICAL ABUSE	30		30
951	667	INDIRECT COSTS	10,897		10,897
699	676	SPECIAL SVCS 15-365	418,436		418,436
953	677	SCC CONSORTIUM DUES	181		181
711	687	IDEA BASIC ADULT SECURE CARE	6,177		6,177
712	688	JUVENILE DETENTION LEARN	0		0
118	689	HAVA BLOCK GRANT	6,526		6,526
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	210		210
716	716	TEAM ANONYMOUS	9,580		9,580
717	717	ADOLESCENT WELLNESS NETWORK	4,459		4,459
718	718	DISTRICT #99-INSURANCE FUND	10,519		10,519
719	719	YOUTH CAREER CONNECT GRANT	(45)		(45)
720	720	HEALTHY STUDENTS	(11)		(11)
750	750	ADULT EDUCATION - ELAA STATE	(10,643)		(10,643)
751	751	ADULT EDUCATION - ELAA FEDERAL	(113)		(113)
752	752	CAREER & COLLEGE READINESS	0		0
753	753	ADULT EDUCATION - ABE/ASE STATE	0		0
756	756	WIOA TABE 9-10	(6,509)		(6,509)
757	757	ADULT EDUCATION - IEL/CE TRAINING	(1,337)		(1,337)
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	50,645		50,645
247	975	\$13 ASSESSMENT FUND-JP #2	7,639		7,639
231	976	COURT ENHANCEMENT FEE-JP #1	147,788		147,788
230	977	\$13 ASSESSMENT FUND-JP #1	43,707		43,707
353	978	OFFICER SAFETY EQUIPMENT-SO	2,948		2,948
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	12,258		12,258
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
<b>TOTALS FOR ALL FUNDS</b>			<b>\$ 19,002,207</b>	<b>\$ 6,835,232</b>	<b>\$ 25,837,439</b>
<b>SUSPENSE FUND (AMT. UNAPPORT.)</b>			<b>0</b>		

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

GENERAL FUND NET CASH BALANCE	6,000,011	
PENDING - REVENUE		
AUTO LIEU	80,000.00	
SALES TAX	150,000.00	
COUNTY 1/2 CENT TAX	175,000.00	
APPORTIONMENT AMOUNT	-	
LOTTERY	-	
PENDING - EXPENDITURES		
JUNE 2, 2020 EXPENSE WARRANTS	(238,872)	
JUNE 5, 2020 PAYROLL WARRANTS	(585,000)	
JUNE 16, 2020 EXPENSE WARRANTS	(250,000)	
JUNE 19, 2020 PAYROLL WARRANTS	(585,000)	
JUNE 23, 2020 EXPENSE WARRANTS	(250,000)	
SPECIAL REVENUE DEFICIT	(1,309,445)	
STATE POOL INVESTMENT	1,779,751	
<b>ESTIMATED E.O.M. BALANCE</b>	<u><u>4,966,445</u></u>	
<b>DIFFERENCE</b>		<b>(616,683)</b>
<b>CASH AT JUNE 2019</b>	<u><u>5,583,128</u></u>	

Jesus J. Valdez, P.E.  
General Manager

FLOOD CONTROL DISTRICT  
AND  
FLOODPLAIN ADMINISTRATION

SANTA CRUZ COUNTY

**Project Report**  
**By John Hays**

**May 4<sup>th</sup>, 2020, through June 2<sup>nd</sup>, 2020**  
**As of May 28, 2020**

1. During the month of May 2020 (as of midnight on May 27<sup>th</sup>), the ALERT System no precipitation within the County.
2. 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. Staff has been informed that a decision should be made by August.
3. 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. Apparently the FEMA Contractor misplaced the submissions when moving due to Covid-19. Submission documents have been resent.
4. 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 4<sup>th</sup> (Sonoita and Nogales) and 6<sup>th</sup> (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 27<sup>th</sup>. 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.

5. Staff received no (0) Site Review Applications.
6. District Staff received eight (8) Floodplain Use Permit applications. Five (5) of the applications was located within the City of Nogales.
7. Staff has reviewed one hundred-twenty five (125) properties for floodplain status. Two (2) from the Town of Patagonia. Two (2) of the requests were from the City of Nogales.
8. Staff received no (0) drainage complaints.
9. The Town of Patagonia had no report when this report was compiled.
10. The City of Nogales had no report when this report was compiled.

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 - Justice of the Peace Pro Tempore  
**Date:** May 26, 2020

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**Subject:**

Discussion and possible action to re-appoint Justice of the Peace Pro Tempore for Justice Court in Santa Cruz County.

**Recommendation:**

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

**Background:**

The Presiding Judge of the Superior Court requests the approval for re-appointment of Honorable Concepcion Bracamonte as Justice of the Peace Pro-Tempore to serve the Justice Court in Santa Cruz County. The period of the request is from July 1, 2020 and ending June 30, 2021.

**Financial Implications:**

This Justice of the Peace 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 Concepcion Bracamonte as Justice of the Peace Pro Tempore for Justice Court in Santa Cruz County.

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF SANTA CRUZ

In the Matter of:	)	ADMINISTRATIVE ORDER
	)	
THE REAPPOINTMENT OF A JUSTICE OF	)	No. 2020-009
THE PEACE PRO TEMPORE, CONCEPCION	)	
BRACAMONTE	)	
_____	)	

A.R.S. §22-121 authorizes the Presiding Judge to appoint Justices of the Peace **Pro Tempore** for any precinct within Santa Cruz to preserve the orderly functions of the Court.

This appointment will serve to enhance the ability of the Justice Court to process cases and to provide better service to the residents of Santa Cruz County when the Justice of the Peace is unavailable or unable to preside over a case.

It is deemed to be in the best interest of the courts in Santa Cruz County to appoint Concepcion Bracamonte for a one (1) year period from July 1, 2020 and continuing through June 30, 2021.

**IT IS HEREBY ORDERED**, that subject to approval of the Santa Cruz County Board of Supervisors, Concepcion Bracamonte is hereby appointed Justice of the Peace Pro Tempore for Santa Cruz County for a term of one (1) year.

DATED this 17<sup>th</sup> day of May, 2020.

  
 \_\_\_\_\_  
**THOMAS FINK**  
 Superior Court Presiding Judge

The undersigned hereby approves the appointment of Concepcion Bracamonte as Justice of the Peace **Pro Tempore** for Santa Cruz County, pursuant to Santa Cruz County Superior Court Administrative Order 2020-009.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Chairman of the Board of Supervisors  
Santa Cruz County

Original to: Juan Pablo Guzman  
Clerk of the Superior Court

Copies to: Hon. Anna Montoya  
Hon. Denneen Peterson  
Hon. Emilio G. Velasquez  
Hon. Vanessa Cartwright  
Hon. Concepcion Bracamonte  
Diane Culin, Court Administrator



**Santa Cruz County  
Clerk of the Board of Supervisors**

2150 North Congress Drive, Nogales AZ 85621

**Nomination Candidate Information**

Board, Commission or Committee Name: Board of Adjustment District #2

Name: Dan		Doyle
_____	_____	_____
First	Middle Initial	Last
Address: P.O. Box 417		
_____		
Street Address		
City/State: Nogales	AZ	85628
_____	_____	_____
City	State	Zip Code
Telephone: (520) 313-9593		
_____		
Daytime Phone		
Email address: doyleexterminatingcoinc@gmail.com		
_____		

Re-Appointment

Candidate has agreed to serve:  Yes

Submitted By:  Self       Sponsor:

Name of person/organization submitting the application

If Sponsor, Sponsor's Email Address:

Email address of person submitting the application



**Santa Cruz County  
Clerk of the Board of Supervisors**

2150 North Congress Drive, Nogales AZ 85621

**Nomination Candidate Information**

Board, Commission or Committee Name: Board of Adjustment District #2

Name: Michael	J	Dougherty
First	Middle Initial	Last
Address: 170 Via Orquidea		
Street Address		
City/State: Rio Rico	AZ	85648
City	State	Zip Code
Telephone: (520) 980-2501		
Daytime Phone		
Email address: mike.dougherty45@gmail.com		

Re-Appointment

Candidate has agreed to serve:  Yes

Submitted By:  Self       Sponsor:

Name of person/organization submitting the application  
If Sponsor, Sponsor's Email Address:

Email address of person submitting the application



**Santa Cruz County  
Clerk of the Board of Supervisors**

2150 North Congress Drive, Nogales AZ 85621

**Nomination Candidate Information**

Board, Commission or Committee Name: Planning and Zoning Commission District #2

Name: J. Guillermo		Padilla
First	Middle Initial	Last
Address: 1085 Ordonez Ct		
Street Address		
City/State: Rio Rico	AZ	85648
City	State	Zip Code
Telephone: (520) 841-0434		
Daytime Phone		
Email address: bpadilla1@calportland.com		

Re-Appointment

Candidate has agreed to serve:  Yes

Submitted By:  Self       Sponsor:

Name of person/organization submitting the application  
If Sponsor, Sponsor's Email Address:

Email address of person submitting the application

**OFFICE OF THE  
SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT**

**2150 N. Congress Drive, Suite 107  
Nogales, Arizona 85621**

**Tel: 520-375-7940  
Fax: 520-375-7958**

**ALFREDO I. VELASQUEZ  
COUNTY SCHOOL  
SUPERINTENDENT**



**Secure Rural Schools and Communities Act (Forest Fees)**

**Award Distribution  
For  
School Year 20-21**

<b>Total Award for Santa Cruz County</b>	<b>\$ 300,961.05</b>
<b>Santa Cruz County Roads</b>	<b>\$ 7,500.00</b>
<b>Patagonia School District # 6</b>	<b>\$ 29,346.10</b>
<b>Patagonia School District &amp; # 20</b>	<b>\$ 29,346.11</b>
<b>Sonoita School District # 25</b>	<b>\$ 58,692.21</b>
<b>Nogales Unified School District # 1</b>	<b>\$ 58,692.21</b>
<b>Santa Cruz Valley Unified School District # 35</b>	<b>\$ 58,692.21</b>
<b>Santa Cruz Elementary School District # 28</b>	<b>\$ 58,692.21</b>

OFFICE OF THE SHERIFF  
OF SANTA CRUZ COUNTY

TONY ESTRADA  
SHERIFF

RUBEN F. FUENTES  
CAPTAIN

**MEMORANDUM**

**DATE:** May 28, 2020

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

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

**FROM:** Captain Ruben F. Fuentes, Badge No. 119 *RFF 119*

**SUBJECT:** Food Service Agreement Amendment

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RECOMMENDATION:

Requesting approval to enter into the Food Service Management Agreement Amendment with Summit Food Service Management, which reflects a 3.00% price increase to the current prices as indicated in the amendment.

BACKGROUND:

On February 23, 2016, the Board approved and entered into a Food Service Agreement with Summit Food Service Management to provide food services for adult inmates and juvenile detention residents. The original agreement states that Summit Food Services can request a price increase due to the consumer price index on an annual basis.

Due to COVID-19 our inmate count has drastically dropped and the rising cost of food prices Summit Food must increase its prices in order to continue providing services.

FINANCIAL IMPLICATIONS:

3% increase in the adult and juvenile inmate meals.

PROPOSED MOTION:

Move to approve and enter into an amended Food Service Management Agreement with Summit Food Services Management, LLC allowing for a 3% increase due to the COVID-19 Pandemic.

Cc: Sheriff  
File

**AMENDMENT TO FOOD SERVICE MANAGEMENT AGREEMENT**

**BETWEEN**

**SANTA CRUZ COUNTY AND SUMMIT FOOD SERVICE MANAGEMENT, LLC**

This Amendment is entered into by and between Santa Cruz County ("County") and Summit Food Service Management, LLC ("FSMC").

County and FSMC entered into a Food Service Management Agreement ("Agreement") on the 23<sup>rd</sup> day of February, 2016.

The Parties would now like to amend the Agreement to reflect a 3.00% price increase to the current prices. Summit shall therefore charge the following:

Religious/Staff/Juvenile	Inmate Population	Price per Meal
	1 - 25	\$9.409
	26 - 50	\$8.975
	51 - 74	\$5.171
	75 - 100	\$3.334
	101 - 125	\$2.878
	126 - 150	\$2.574
	151 - 175	\$2.390
	176 - 200	\$2.242
	201 - 225	\$2.128
Staff	2.189	
Juvenile Meals	3.550	
Sack Meal	1.280	
Snack Price	1.045	

This Amendment shall be effective as of May 1st, 2020.

**SANTA CRUZ COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**SUMMIT FOOD SERVICE MANAGEMENT, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**AMENDMENT TO FOOD SERVICE MANAGEMENT AGREEMENT**

**BETWEEN**

**SANTA CRUZ COUNTY AND SUMMIT FOOD SERVICE MANAGEMENT, LLC**

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	201 - 225	\$2.128
Staff	2.189	
Juvenile Meals	3.550	
Sack Meal	1.280	
Snack Price	1.045	

This Amendment shall be effective as of May 1st, 2020.

**SANTA CRUZ COUNTY**

**SUMMIT FOOD SERVICE MANAGEMENT, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



June 17, 2016

Santa Cruz County Jail  
2170 North Congress Drive  
Nogales, Arizona 85621

Re: Food Service Agreement

Dear Mr. Rodriguez,

Enclosed please find one copy of the Food Service Agreement between A'viands and Santa Cruz County Jail.

We are thankful for the opportunity to continue to provide you food service.

Sincerely,

Mandy Mickus  
Contract and Legal Specialist

**EXHIBIT A  
PRICING**

---

<u>Meals Served Per Meal Period</u>	<u>Price per Meal</u>
75 --100	\$3.334
101 --125	\$2.878
126 --150	\$2.574
151 --175	\$2.390
176-200	\$2.242
201-225	\$2.128
Juvenile Meals	\$3.550
Sack Meal	\$1.249
Snack Price	\$1.045

- The above pricing is for all inmate and juvenile meals based upon three (3) meals per day, seven (7) days per week, and does not include any applicable state or county taxes.
  - The costs for all regular special diets is already included in the above cost per meal. However, should medically prescribed snacks or supplement meals be ordered, all such items shall be charged at invoice cost plus 10%. Summit will provide a copy of the invoice confirming our purveyor pricing for national accounts.
  - Summit shall provide up to five (5) kosher or halal meals per day at the applicable scale rate. Any kosher or halal meals exceeding the maximum five (5) allotment, shall be charged to the client at invoice cost plus 10%. Summit will provide a copy of the invoice confirming our purveyor pricing for national accounts.
-

**SUMMIT FOOD MANAGEMENT, LLC  
FOOD MANAGEMENT SERVICES AGREEMENT**

**THIS FOOD MANAGEMENT SERVICES AGREEMENT** is made and entered into by and between Santa Cruz County with offices located at 2170 N, Congress Drive, Nogales, AZ 85621 (hereinafter referred to as "Client"), and Summit Food Management, LLC, a Minnesota limited liability company, located at 1751 County Road B West, Suite 300, Roseville, Minnesota, 55113, (hereinafter referred to as "Summit") (collectively referred to as "the Parties").

**WITNESSETH:**

**WHEREAS**, Client desires to avail itself of Food management services;

**WHEREAS**, Summit desires to perform such service for Client; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

**SECTION 1. DEFINITIONS.** As used throughout this Agreement, the following terms shall be defined as follows:

- 1.1. **Accounting Period.** Summit accounting calendar ordinarily is based on a 4-4-5 method of accounting which consists of three (3) rotational periods of 28 days, 28 days and 35 days.
- 1.2. **Agreement.** This Food Management Service Agreement.
- 1.3. **Cooking Equipment.** Any equipment or appliance reasonably necessary for Services including, without limitation, stove, oven, sink, refrigerator, microwave, mixer, steamer, slicer and freezer.
- 1.4. **Facilities.** Space for Summit to prepare and perform Services at the Premises including, without limitation, food preparation areas, dining facilities, places to store and maintain food supplies, office space, and adequate dressing rooms and restrooms for Summit' employees.
- 1.5. **Food Management Service.** Operations to be provided by Summit in accordance with this Agreement that involve the preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises.
- 1.6. **Office Equipment.** All office items reasonably necessary for Summit staff to perform office related functions at the Premises including, without limitation, computer, desk, chairs, safe, shelving and file cabinets.
- 1.7. **Premises.** The Client's food service facility(ies) located at 2170 N, Congress Drive, Nogales, AZ 85621.
- 1.8. **Products.** Food, beverages, goods, merchandise and other items at the Premises.
- 1.9. **Proprietary, Confidential and Trade Secret Information.** Items used in Summit Food Management Services (owned by or licensed to Summit) including, without limitation, menus, signage, surveys, Software (i.e. menu systems, food production systems, accounting systems), recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, provided, however that the following items are specifically excluded: (i) information generally available to and known by the public or (ii) information independently developed or previously known by the Client.
- 1.10. **Services.** Collectively the Products and Food Management Services.

- 1.11. Servicewares. Items used in the service of food and beverages including, without limitation, chinaware, glassware, silverware.
- 1.12. Smallwares. Items used in the preparation of food including, without limitation, pots, pans and kitchen utensils.
- 1.13. Supervisory Employee. Those persons who have directly or indirectly performed management or professional services on behalf of Summit for the Client at any time during this Agreement.
- 1.14. Utilities and Amenities. All utilities reasonably requested by Summit to provide Services at the Premises including, without limitation, heat, hot and cold water, gas, refrigeration, lights, electric current, garbage removal services, exterminator services, telephone services, Internet access, and sewage disposal services.

## SECTION 2. AGREEMENT INTENT.

- 2.1 Client grants to Summit the exclusive right to provide Food Management Services at the Premises, and the exclusive right to provide and/or sell to Clients, employees, guests and other persons such Products as shall be reasonably approved by the Client.

## SECTION 3. TERM OF THE AGREEMENT.

- 3.1 This Agreement shall commence on February 23, 2016 (the "Effective Date") or sooner if mutually agreed upon in writing by both of the Parties and will remain in effect through November 30, 2016. Upon mutual written consent, this Agreement shall renew annually on December 1<sup>st</sup> of each subsequent year, unless either party provides written notice to the other party at least sixty (60) days prior to the expiration date or unless terminated as set forth below.
- 3.2 Termination for Non-Performance. If either party refuses, fails or is unable to perform or observe any of the terms or conditions of this Agreement for any reason other than for Excused Performance under Section 11.2 hereof, the party claiming such deficiency shall provide the other party written notice of any such breach. If such breach is remedied within three (3) days in the case of failure to make payment when due or fifteen (15) days in the case of any other breach (the "Notice Period"), the notice shall be null and void. If such breach is not remedied within the specified period, the party giving notice may cancel the Agreement effective immediately in the case of failure to make payment or fifteen (15) days otherwise after the end of the Notice Period. Upon the termination or expiration of this Agreement, Summit shall vacate the Premises occupied by Summit and shall remove its own equipment and return equipment furnished by Client pursuant to this Agreement.
- 3.3 Voluntary Termination. Either Party may terminate this Agreement with or without cause by written notice to the other party given not less than sixty (60) days prior to the effective date of termination.
- 3.4 Continuing Obligations. The termination of this Agreement shall not affect the rights, privileges, liabilities and/or responsibilities of the Parties as they exist as of the effective date of termination. The Parties shall cooperate fully with each other during the term of the Agreement and subsequent to the termination in order to ascertain and satisfy all liabilities of either party to the other. All outstanding amounts owed to Summit shall become due and payable immediately upon termination.

**SECTION 4. SERVICES.**

- 4.1 Locations and Hours. Summit shall operate and manage Services at the Premises and shall provide necessary Food Management Services at such hours and locations as the Client and Summit mutually agree.
- 4.2 Program Specifications. As part of its regular service, Summit shall provide the following:
- A. Menu. Summit shall provide a menu cycle as it deems appropriate.
  - B. Staff Meals. Summit shall provide meals for Client's Staff.
  - C. Sack Meals. Summit shall provide sack meals as requested by Client.
  - D. Religious and Medical Meals. Summit shall provide Religious and Medical Meals as requested by Client.
- 4.3 Products. Summit shall purchase Products and supplies necessary to comply with Summit's obligations as set forth in this Agreement.
- 4.4 Compliance with Food Safety Laws. Summit shall abide by all federal, state and local regulations governing the preparation, handling and serving of food. Client shall cooperate with Summit to accomplish the foregoing.
- 4.5 Cleaning. Summit shall perform routine cleaning and housekeeping in the food preparation and service areas. Client shall perform major cleaning including, without limitation, stripping and waxing floors, cleaning walls, windows, fixtures, ceilings, electric light fixtures, grease traps, hoods and vents, duct work, plenum chambers and roof fans throughout the Facility as defined herein.

**SECTION 5. FACILITIES, UTILITIES AND EQUIPMENT.**

- 5.1 Facilities, Utilities and Cooking Equipment. Without cost to Summit, Client shall provide Summit with the necessary Facilities for the operation of Services, and all Utilities and Cooking Equipment reasonably requested by Summit for the safe and efficient performance of this Agreement, subject to Summit's duty to exercise reasonable care in the course of such use.
- 5.2 Safe Condition. At its own expense, Client shall maintain, repair, replace, and keep in safe operating condition said utilities, facilities and equipment, such that no Summit employee is exposed to or subjected to any unsafe situation that would violate the Occupational Safety and Health Act ("OSHA") or any other similar federal, state or local law or regulation. Summit shall have the right to effect equipment repairs or replacements at Client's expense if, within a reasonable amount of time after receiving notice, Client fails to make necessary repairs or replacement to essential equipment that becomes inoperative, hazardous or inefficient to operate or interferes with Summit's ability to provide Services in a safe and sanitary manner. Summit shall be entitled to assert a security interest in any equipment that it purchases or repairs under this section, and shall retain title to equipment purchased hereunder. For equipment purchased by Summit on behalf of Client, once the cost of the purchased equipment or equipment repair has been recovered, Summit shall release the security interest and title for any such purchased equipment to Client.
- 5.3 Cooking Equipment, Smallwares and Servicewares. At its own expense, Client shall furnish Summit with the appliances, wares and equipment reasonably requested by Summit including all Cooking Equipment, Smallwares and Servicewares.

- 5.4 Taxes. Client shall secure and pay all federal, state and local sales, use, excise and income and other taxes and fees required for the Premises and resulting from the Food Management Services provided for hereunder. Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located on the Premises. If sales, use or other tax (including, without limitation, taxes on deficit billings) are assessed against the Food Service operation, then Client shall reimburse Summit upon receipt of invoice for such assessment and any interest, penalties, attorneys' fees or other costs related to such assessment that are incurred by Summit. This provision shall survive termination of this Agreement.

#### **SECTION 6. FOOD LICENSES AND PERMITS.**

- 6.1 Summit shall procure, maintain and post the food licenses and permits as required by law. Other than licenses and permits by Summit in accordance with this Agreement, the Client represents and warrants that it has and will maintain all required licenses and permits necessary to operate the Premises and the Food Management Services. The Client represents and warrants that the Premises is in compliance and will remain in compliance with local, state, and federal laws and regulations. The Client agrees to notify Summit immediately upon receiving notice of loss of any such permit or license.

#### **SECTION 7. EMPLOYEES.**

- 7.1 Employees. Summit shall hire employees necessary for its performance of this Agreement. Persons employed by Summit will be the employees of Summit and not of Client.
- 7.2 Independent Contractor Relationship. It is mutually understood and agreed, and it is the intent of the Parties that an independent contractor relationship is hereby established under the terms and conditions of this Agreement. Employees of Summit are not, nor shall they be deemed to be, employees of Client. Employees of Client are not, nor shall they be deemed to be, employees of Summit.
- 7.3 Wages and Hours. Summit shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Summit's employees. Client shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Client's employees.
- 7.4 Payroll Taxes. Summit shall be responsible for all withholding and payroll taxes relative to Summit's employees. Client shall be responsible for all withholding and payroll taxes relative to Client's employees.
- 7.5 Equal Opportunity and Affirmative Action Employer. Summit abides by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Summit employs and promotes individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 7.6 Background Checks. The Client agrees that all background investigations that it elects to conduct on Summit's employees will comply with applicable local, state and federal law including, without limitation, the Fair Credit Reporting Act, where applicable.

- 7.7 Non-Hire. Client acknowledges that Summit has invested considerable amounts of time and money in training its Supervisory Employees in the systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information, all of which is proprietary and unique to Summit. Therefore, the Client agrees that during the Supervisory Employee's employment with Summit and for a period of twelve (12) months thereafter no Supervisory Employees of Summit will be hired by Client nor any facility affiliated with Client, nor will Client permit employment of Summit Supervisory Employees on Client's Premises or the Premises of any facility affiliated with Client, whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a food service provider. Provided, however, that this provision shall not apply to those individuals that were food service employees of Client immediately prior to this Agreement. Client agrees that if it violates this provision, Client shall pay to Summit and Summit shall accept as liquidated damages and not as a penalty, an amount equal to the annual salary (including costs of all benefits) of the Supervisory Employee(s) hired by or allowed to work with Client in violation of the terms of this Agreement. Summit shall be entitled to pursue all other remedies available under federal, state, or local law. This provision shall survive the termination of this Agreement.

**SECTION 8. CONFIDENTIALITY, TRADE SECRET AND PROPRIETARY MATERIALS.**

- 8.1 Client agrees that neither Client, nor Client's employees or agents, will disclose, photocopy, duplicate or use, either during or after the term of this Agreement, any Proprietary, Confidential and Trade Secret Information, without Summit's prior written permission. All Proprietary, Confidential and Trade Secret Information shall remain Summit exclusive property. Client's access or use of Summit Proprietary, Confidential and Trade Secret Information or Software shall not create any right title, interest or copyright in such Information or Software. Upon termination of this Agreement, Client agrees to return all of Summit Proprietary, Confidential and Trade Secret Information in Client's possession relating Summit's services pursuant to this Agreement. Client agrees that upon breaching this provision, Summit shall be entitled to equitable relief, including injunction or specific performance, in addition to all other available remedies. This provision shall survive the termination of the Agreement.

**SECTION 9. FINANCIAL ARRANGEMENTS**

- 9.1 Pricing Structure. The financial arrangements of the Agreement are as set forth in Exhibit A.
- 9.2 Invoice. Summit shall issue a weekly invoice showing the cost of amounts due. Client shall pay the full invoice amount within forty-five (45) days from the issuance of the invoice.
- 9.3 Payments Due and Late Payment Penalty. Summit shall issue a weekly invoice at the end of each Accounting Period showing the Cost of Business. Client shall pay the full monthly invoice amount within forty-five (45) days from the issuance of the invoice. In the event payment is not made within forty-five (45) days of the due date, the invoice will be subject to a finance charge of eighteen percent (18%) per annum or, if less, the maximum amount permitted under applicable law.
- 9.4 Change in Conditions. The financial terms set forth in this Agreement, and all other obligations assumed by Summit hereunder, are based on conditions in existence on the

date Summit commences operations including, without limitation, population; labor costs; food and supply costs; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Summit has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Services as provided under this Agreement, the financial terms and other obligations assumed by Summit shall be renegotiated on a mutually agreeable basis to reflect such change or inaccuracy.

- 9.5 Future Pricing and Management Fee. Annually on the anniversary date of this Agreement, Summit and Client shall review the services provided to determine necessary pricing adjustments. Pricing adjustments shall generally be made on an annual basis upon mutual agreement of both of the Parties and shall be agreed upon by the parties at a rate no less than the increase set forth by the Consumer Price Index (CPI). Up to ninety (90) days prior to the anniversary date as set forth in Section 3.1, Summit shall propose a reasonable adjustment to the pricing. On the anniversary date, Summit' proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.
- 9.6 Attorney's Fees and Costs. Client shall pay all costs of collecting any amount due Summit, including attorney's fees and all costs and other expenses incurred by Summit in collecting an indebtedness of Client. This provision shall survive the termination of the Agreement.

#### **SECTION 10. INDEMNIFICATION; INSURANCE**

- 10.1 Client Insurance. Client shall keep all of Client's buildings, including the Premises and all property contained therein, insured against loss or damage by fire, explosion, or other cause normally covered by property insurance policies.
- 10.2 Summit Insurance. Summit shall procure and maintain the following insurance:
- A. Worker's Compensation Insurance as prescribed by the laws of the state where the Premises are located; and
  - B. Professional and Comprehensive General Liability Insurance and Property Damage Liability Insurance, with limits of one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate to cover any and all claims that arise during the course of this Agreement whether or not such claims are known or discovered during the term of this Agreement.
- Evidence of such insurance shall be provided prior to commencement of the Services in the form of a certificate of insurance.
- 10.3 Indemnification. Each Party agrees to provide the following indemnification.
- A. Each party agrees that it will defend, indemnify and hold harmless the other party, its officers, directors, parent corporation, affiliates, employees and agents against any and all liabilities, losses, damages, injuries, deaths, reasonable litigation expenses (including, without limitation, reasonable attorneys' fees), costs and costs of court which either party, its officers, directors, parent corporation, affiliates, employees and agents may hereafter sustain, incur or be required to pay arising out of the other party's negligent acts, omissions or failure to perform obligations pursuant to this Agreement. Provided, however, neither party shall be required to defend, indemnify and hold harmless the

other party for any intentional or criminal actions of the other party or its employees, visitors or invitees.

- 10.4 Notice of Indemnification. Summit obligation to hold Client harmless pursuant to the Agreement shall be dependent upon Summit receiving written notice from Client of any claims or lawsuits against Summit or Client, but in no event, no later than twenty (20) days after the date Client first receives written notice of such lawsuit or claim. Failure of Client to notify Summit of such claim or lawsuit within the stated period of time shall relieve Summit of any and all responsibility and liability under this Agreement to defend, indemnify and hold Client harmless.

**SECTION 11. GENERAL AGREEMENT TERMS.**

- 11.1 Notice. Any notice required under this Agreement shall be deemed to have been sufficiently provided when delivered by hand, or three days after being sent by certified or registered mail return receipt requested, or by overnight delivery service with receipt of delivery, provided such delivery is to the parties at the following addresses:

Summit Food Management, LLC  
Attn: Tom Cusimano  
1751 County Road B West, Suite 300  
Roseville, MN 55113

Santa Cruz County  
Attn: Lt. Raoul Rodriguez  
2170 N. Congress Drive, Suite 201  
Nogales, AZ 85621

- 11.2 Excused Performance. If performance of any terms or provision hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, regulation, decree or order by any federal, state, or local court, governmental agency or governmental authority, or because of riot, war, public disturbance, strike, lockout, differences with workmen, fire, flood, Act of God or any other reason whatsoever, which is not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues.
- 11.3 Assignment or Transfer. Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party.
- 11.4 Entire Agreement; Waiver. This Agreement constitutes the entire Agreement between the Parties with respect to the provisions of Summit' services, and there are no other or further written or oral understandings or agreements with respect thereto except as otherwise set forth herein. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Summit and Client. This Agreement supersedes all other agreements between the Parties or their predecessors for the provision of Summit Services.

- 11.5 Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format ("PDF") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures.
- 11.6 State Guidelines. Client hereby agrees that the validity and construction of this Agreement shall be governed by Minnesota law. Should a lawsuit be necessary to enforce this Agreement, Client hereby waives any objection to venue of personal jurisdiction and agrees to be subject to the jurisdiction of the courts located in Ramsey County, Minnesota. A facsimile copy or photocopy of this Agreement shall be valid as an original thereof.
- 11.7 Limitation of Liability. Summit shall not be liable for loss of business, business interruption, consequential, incidental, special or punitive damages, or for loss of revenue or profit in connection with the performance or failure to perform this Agreement, regardless of whether such liability arises from breach of contract, tort or any other theory of liability.
- 11.8 Subrogation. When permitted by the applicable insurance policies, Client and Summit waive any and all right of recovery from each other for property damage or loss of use thereof, however occurring, which loss is insured under a valid and collectible insurance policy to the extent of any recovery collectible under such insurance. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal death or injury.
- 11.9 Severability. Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their appointed and duly assigned officers to execute this Agreement.

CLIENT

By: Rudy Molera

Printed: Chairman

Title: [Signature]

Dated: 5/18/16

SUMMIT, LLC

By: [Signature]

Printed: Tom Cusmano

Title: Chief Executive Officer

Dated: 6/6/16

# EMERGENCY MANAGEMENT SANTA CRUZ COUNTY



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

**To:** Board of Supervisors

**From:** Raymond Sayre, Director of Emergency Management

**Through:** Jennifer St. John, County Manager

**Date:** 5/26/2020 for 6/2/2020 BOS Agenda

**Subject:** Acceptance of additional Award from the Arizona Department of Environmental Quality (ADEQ) under the Hazardous Materials Emergency Preparedness (HMEP) Grant Program from \$8,550.00 to \$14,000 maximum for training.

**Background:** The Arizona State Emergency Response Commission (AZSERC) under ADEQ annually awards HMEP grants for preparedness training related to hazardous materials.

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 for \$8,550.

Since the Covid-19 event occurred, several conferences have been cancelled; including the one mentioned above. When I reported this to ADEQ, they offered me the opportunity to re-allocate the funds to other training related functions, and also offered us an increase to a maximum amount of \$14,000 if the activity could conclude by June 30<sup>th</sup>, 2020.

I have submitted a grant modification request in the amount of \$13,980.66 for additional FRS radios, laptop computers, projection screens, and portable tents for event support.

**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 up to \$14,000 for training.

## MEMORANDUM

**TO:** Honorable Chairman and Members of the Board of Supervisors

**FROM:** Suzanne "Suzie" Sainz, County Recorder

**DATE:** May 26, 2020

**RE:** Approval of Cost Sharing Agreement between Santa Cruz County on behalf of the Santa Cruz County Recorder and the Office of the Secretary of State.

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**RECOMMENDATION:** Approval of Cost Sharing Agreement between Santa Cruz County on behalf of the Santa Cruz County Recorder and the Office of the Secretary of State.

**BACKGROUND:** The Secretary entered into an agreement by and between the State of Arizona and Election Services & Software, Inc. ("ES&S") dated July 1, 2017 for software and software maintenance services for the statewide voter registration database ("ES&S Agreement") from July 1, 2017 and extended to December 31, 2019.

Upon termination of the above mention ES&S contract, the Secretary entered into the maintenance and operation phase of the contract between the State of Arizona and Sutherland Government Solution Inc. for software and maintenance services as these services relate to the statewide voter registration database ("Sutherland Agreement"). Software and maintenance services began November 25, 2019 and will continue for the duration of the contract. This Agreement covers costs incurred from November 25, 2019 through July 1, 2020.

**FINANCIAL IMPLICATIONS:** The Secretary and the County have mutually determined that the County's fair share of all costs associated with the ES&S Agreement and Sutherland Agreement is **\$2,703.89** for fiscal year 2019/2020.

**PROPOSED MOTION:** Motion to approve Cost Sharing Agreement between Santa Cruz County & the Secretary of State.

We will be present for your meeting on Tuesday, June 2, 2020, in case you should have any questions.

Thank you for your time and consideration in this matter.

**COST-SHARING AGREEMENT  
FOR STATEWIDE VOTER REGISTRATION DATABASE**

This Agreement is entered into by and between SANTA CRUZ COUNTY, a body politic and corporate of the State of Arizona ("County"), on behalf of the SANTA CRUZ COUNTY RECORDER ("Recorder") and the OFFICE OF THE SECRETARY OF STATE ("Secretary").

**Recitals**

- A. The Secretary entered into an agreement by and between the State of Arizona and Election Services & Software, Inc. ("ES&S") dated July 1, 2017 for software and software maintenance services for the statewide voter registration database ("ES&S Agreement") from July 1, 2017 and extended to December 31, 2019.
- B. Upon termination of the above-mentioned ES&S contract, the Secretary entered into the maintenance and operation phase of the contract between the State of Arizona and Sutherland Government Solution Inc. for software and maintenance services as these services relate to the statewide voter registration database ("Sutherland Agreement"). Software and maintenance services began November 25, 2019 and will continue for the duration of the contract. This Agreement covers costs incurred from November 25, 2019 through July 1, 2020.
- C. The County utilizes the goods and services provided by the ES&S Agreement and Sutherland Agreement, and the residents of the County receive a substantial benefit as a result of the Recorder being able to utilize the goods and services provided by the ES&S Agreement and Sutherland Agreement.
- D. Both the Secretary and the County have a duty towards the continued existence and maintenance of the statewide database of voter registration information and protection of access to voter registration information in the database. A.R.S. § 16-168. The authorizing statutes allow for the Secretary and the County to enter into a cooperative agreement for the purpose of compliance with A.R.S. § 16-168, the National Voter Registration Act, codified at 52 U.S.C. § 20503 et seq., and the Help America Vote Act, codified at 52 U.S.C. § 20901 et seq.
- E. The Secretary and the County have mutually determined that the County's fair share of all costs associated with the ES&S Agreement and Sutherland Agreement is \$2,703.89 for fiscal year 2019/2020.

NOW, THEREFORE, the County and the Secretary, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

SOS ESS/Sutherland Cost-Sharing Agreement – Santa Cruz County  
FY19/20 Payment

**Agreement**

1. **Purpose.** The Recorder and the Secretary desire to share the costs for software and software maintenance services for the statewide voter registration database.
2. **Cost-Sharing.** The Secretary and the County have mutually determined that the County's fair share of all costs associated with maintenance services for the statewide voter registration database is \$2,703.89 for services rendered in fiscal year 2019/2020. The County will render payment in that amount once the County receives an invoice from the Secretary.
3. **Term.** This Agreement will be effective on the date it is fully executed by both parties and will continue until June 30, 2020, unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
4. **Insurance.** All parties to this agreement are government entities. Neither entity is required to procure special insurance coverage for their obligations under this Agreement.
5. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards, and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes. Any action relating to this Agreement will be brought in a court in Maricopa County.
6. **Non-Discrimination.** The parties will not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin in the course of carrying out their duties under this Agreement. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this Agreement by reference.
7. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 C.F.R. Parts 35 and 36.
8. **Severability.** If any provision of this Agreement, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application.
9. **Conflict of Interest.** The requirements of A.R.S. § 38-511 apply to this Agreement. This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

SOS ESS/Sutherland Cost-Sharing Agreement – Santa Cruz County  
FY19/20 Payment

10. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, every payment obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligations. If funds are not appropriated, allocated and available or if the appropriation is changed by the appropriating body resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the affected party or any other affected agency of the County or State at the end of the period for which funds are available. No liability shall accrue to the affected party or any other affected agency of the County or State in the event this provision is exercised, and neither the affected party nor any other affected agency of the County or State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
11. **Recordkeeping.** Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the County shall produce the original of any or all such records at the offices of the Secretary.
12. **A.R.S. § 41-4401 Compliance - Immigration Laws and E-Verify Requirement.** The parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.”)
  - a. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the breaching party may be subject to penalties up to and including termination of the Agreement.
  - b. The Secretary retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this paragraph.
13. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement will be construed to, create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other party’s obligation to withhold Social Security and income taxes for itself or any of its employees.
14. **No Third Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal

SOS ESS/Sutherland Cost-Sharing Agreement – Santa Cruz County  
FY19/20 Payment

liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

15. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

**County:**

Suzanne “Suzie” Sainz  
Santa Cruz County Recorder  
2150 North Congress Drive, Ste. 101  
Nogales, AZ 85621  
Phone: 520-375-7990  
Fax: 520-375-7996

**Secretary:**

Honorable Katie Hobbs  
Arizona Secretary of State  
1700 West Washington Street,  
Floor 7  
Phoenix AZ 85007-2808  
Phone: (602) 542-4285

*With copies to:*

**County Administrator**

Jennifer St. John  
2150 North Congress Drive, #119  
Nogales, AZ 85621

**Clerk of the Board**

Tara Hampton  
2150 North Congress Drive, #119  
Nogales, AZ 85621

16. **No Indemnification.** Notwithstanding any provision of the Agreement to the contrary, the Secretary is not authorized to indemnify the County.
17. **Arbitration.** The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
18. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this Agreement. This Agreement may not be modified, amended, altered, or extended except through a written amendment signed by the parties.

SOS ESS/Sutherland Cost-Sharing Agreement – Santa Cruz County  
FY19/20 Payment

**THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS**

IN WITNESS WHEREOF, the parties execute this Agreement:

**SANTA CRUZ COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Bruce Bracker, Chair

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Tara Hampton, Clerk of the Board of Supervisors

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Suzanne "Suzie" Sainz, Santa Cruz County Recorder

\_\_\_\_\_  
Date

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Katie Hobbs, Secretary of State

\_\_\_\_\_  
Date

OFFICE OF THE SANTA CRUZ  
COUNTY ATTORNEY

GEORGE E. SILVA  
County Attorney



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

**MEMORANDUM**

Date: June 2, 2020

To: Santa Cruz County Board of Supervisors

From: George E. Silva, Santa Cruz County Attorney

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**Subject:** Consideration and possible approval of ACJC ADRS XML Automation Project Grant, ACJC Grant Number AAP-20-002 in the amount of \$112,550.00.

**Recommendation:** Approve acceptance of ACJC ADRS XML Automation Project Grant, ACJC Grant Number AAP-20-002 in the amount of \$112,550.00.

**Background:** The Santa Cruz County Attorney's Office applied for an Automation Grant from ACJC to update our Criminal Case Management Computer System. As a result, the County Attorney was awarded a grant in the amount of \$112,550.00 for the purchase, installation, and training of the Prosecutor Karpel Case Management System.

**Financial Implications:** The grant fully funds the purchase, installation, and training for the Prosecutor Karpel Case Management System. There are no financial implications for the County.

**Proposed Motion:** "Mr. Chairman, I move to approve the ACJC ADRS XML Automation Project Grant, ACJC Grant Number AAP-20-002 in the amount of \$112,550.00.



ARIZONA CRIMINAL JUSTICE COMMISSION  
**ADRS XML AUTOMATION PROJECT**  
GRANT AGREEMENT

ACJC Grant Number AAP-20-002  
State Funded Grant Program

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This Grant Agreement is made this 1<sup>ST</sup> day of September, 2020, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and STATE OF ARIZONA, through SANTA CRUZ COUNTY ATTORNEY'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on September 1, 2020 and terminate on March 31, 2021. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension to further the goals and objectives of the program, and to determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission  
1110 W. Washington Street, Suite 230  
Phoenix, Arizona 85007  
Attn: Program Manager

B. If to the GRANTEE:

**Santa Cruz County Attorney's Office**

2150 N. Congress Drive

Nogales, AZ 85621

**Attn: Honorable George Silva**

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant among approved budget categories excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, GRANTEE may make budget adjustments among approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

<b>APPROVED LINE ITEM PROGRAM BUDGET</b>	
Personnel:	
Salaries	Not Approved
Fringe Benefits (for salaries/overtime)	Not Approved
Overtime	Not Approved
<b>Professional &amp; Outside/Consultant &amp; Contractual Services</b>	<b>\$112,550.00</b>
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Confidential Funds	
Operating Expenses:	Not Approved
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment	
Capital	Not Approved
Noncapital	Not Approved
<b>TOTAL</b>	<b>\$112,550.00</b>
Contractual Services: Karpel Case Management Solution	

7. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed \$112,550.00 in state funds.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor.

10. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
11. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
12. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
13. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
14. GRANTEE agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If GRANTEE has no policy, reference the *Uniform Accounting Manual for Arizona Counties* authorized by the Auditor General for disposition guidelines and guideline development.  
**Link:** *Uniform Accounting Manual for Arizona Counties*  
<https://www.azauditor.gov/sites/default/files/UAMAC.pdf>
15. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
16. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

Mandated activity and financial reports are submitted according to the following schedule(s):

<b>ACTIVITY REPORTS</b>	
<b>Report Period:</b>	<b>Due Date:</b>
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

<b>FINANCIAL REPORTS</b>			
<b>Report Period:</b>	<b>Due Date:</b>	<b>Report Period:</b>	<b>Due Date:</b>
January 1 – January 31	February 15	July 1 – July 31	August 15
February 1 – February 29	March 15	August 1 – August 31	September 15
March 1 – March 31	April 15	September 1 – September 30	October 15
April 1 – April 30	May 15	October 1 – October 31	November 15
May 1 – May 31	June 15	November 1 – November 30	December 15
June 1 – June 30	July 15	December 1 – December 31	January 15

More frequent reports may be required for GRANTEES who are considered high risk.

17. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments. Reports are due pursuant to the schedule above.
18. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
19. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
20. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid within sixty (60) days of expiration of this award.
21. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request received from the COMMISSION.
22. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
23. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
24. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
25. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
26. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
27. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
  - i. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good

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- faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
- II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
  - III. The arbitration shall be conducted in Maricopa County.
  - IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.
  - V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
  - VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
  - VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
  - VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

28. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
29. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
30. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of monies provided under an award, and civil and/or criminal penalties.
31. 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. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
32. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE 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

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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. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

33. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
34. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
35. GRANTEE agrees that no funds provided, or personnel employed under this Agreement, shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
36. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
37. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
38. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
39. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 U.S.C. 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 C.F.R. Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 C.F.R. Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In

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the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

40. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel within said position within ten days.

**Link:** <http://azcjc.gov/grants>

41. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality.

42. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

**Link:** <http://niem.github.io/reference/specifications/>

43. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

44. If GRANTEE is a governmental political subdivision, GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

45. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

46. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.

47. In accordance with A.R.S. § 41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

48. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
49. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
50. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation sheet.
51. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission  
**ADRS XML AUTOMATION PROJECT**  
**GRANT AGREEMENT CONTINUATION SHEET**  
**SPECIAL CONDITION(S)**

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made. **All Grants**
2. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
3. Grant funds shall be used in accordance to the goal of the ADRS Automation Project, which is to develop and implement a data exchange system to allow the electronic transfer and submission of criminal history record information to the Arizona Computerized Criminal History Repository within 24 hours
4. GRANTEE will adhere to the following timeline and deliverables:

DEADLINE	TASKS AND DELIVERABLES
<b>September 13, 2020</b> <b>Days out: 120</b>	Final Contract & Implementation Agreement signed. Project Pre-Implementation Meeting scheduled. Minimum Server and Workstation requirements are explained to agency project manager. Server Connection Credentials to the Agency Server are given to Karpel to begin the data extraction. The agency project manager will notify local IT support for remote access credentials and coordinate with local agency IT to provide Karpel with legacy data if a remote extraction is not possible.
<b>October 3, 2020</b> <b>Days out:100</b>	Server & Workstation assessment completed and any necessary hardware or software ordered to meet PbK installation prerequisites.
<b>October 13, 2020</b> <b>Days out: 90</b>	2 day onsite pre-implementation meeting with project manager and system administrators. PbK Overview WITH the first data conversion complete. Project Team is selected including Karpel Staff and Customer System Administrators. (One customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview, legacy data application analysis, enhancement definitions and interface definitions. PbK pre-load configuration is explained and initial Document Templates are received. Workflow preconfiguration is conducted.
<b>October 23, 2020</b> <b>Days out: 80</b>	Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments and finalize pre-implementation meeting timeline agreement.
<b>November 12, 2020</b> <b>Days out: 80</b>	First Data Conversion Webinar is reviewed on Karpel servers along with the PbK pre-load worksheets. Agency Document Templates are received. Data validation spreadsheets will be explained and data validation will begin. System Administrator training begins. Workflow preconfiguration is conducted. System enhancements are completed and demonstrated. Applicable interfaces are reviewed and analyzed to define testing procedures.
<b>November 27, 2020</b> <b>Days out:45</b>	Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet.
<b>November 27, 2020</b> <b>Days out: 45</b>	Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.

<b>December 2, 2020</b> <b>Days out: 40</b>	Online document template conversion review - customer will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks.
<b>December 7, 2020</b> <b>Days out: 35</b>	The agency project manager will provide Karpel with any additional Legacy Data, additional Legacy Documents and a fully complete PbK Pre-Load Spreadsheet and completed data validation spreadsheets from the first data conversion. The agency project manager will notify agency IT support to coordinate the legacy data upload for final conversion with Karpel.
<b>December 7, 2020</b> <b>Days out: 35</b>	Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified.
<b>December 12, 2020</b> <b>Days out: 30</b>	2 Day On-Site Pre-Live Administrator Training and Mock Go-live - Karpel will train the System Administrators exactly as the staff will be trained upon go-live. The preliminary data conversion on the Agency's pre-production site will be used for this training including completed document templates and workflow configuration. Agency will re-validate the accuracy of Defendants, Co-Defendants, Cases, Court Dates, Events, Dispositions, and Financials. Application testing will continue. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin final testing of all application interfaces if applicable. At this point data conversion will be repeated as deemed necessary by our data conversion experts to correct data conversion anomalies reported in the data validation spreadsheets.
<b>December 21, 2020</b> <b>Days out: 21</b>	Teleconference status meeting with Karpel and agency project manager to review current data validations and acceptance testing. Review of timeline to meet scheduled "go live" date.
<b>December 28, 2020</b> <b>Days out:14</b>	Complete installation and testing of all workstations by Karpel or local IT support.
<b>January 4, 2021</b> <b>Days out:7</b>	Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy and training area is prepared for scheduled training.
<b>January 6, 2021</b> <b>Days out:5</b>	Karpel trainers arrive at the Training Room. Final configuration of PbK is reviewed with all system administrators present. User training begins with first two groups of users on preliminary data conversion.
<b>January 8, 2021</b> <b>Days out: 3</b>	Final Legacy Data received by Karpel.
<b>January 11, 2021</b> <b>Go Live</b>	Final Data Conversion is loaded. User training continues with remaining office staff (group training). Customer begins using PbK in a live state.

Authorized Official Initials: \_\_\_\_\_

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

**FOR GRANTEE:**

	<b>06/02/2020</b>
Authorized Signatory	Date

<b>Bruce Bracker, Chairman</b>	
Printed Name and Title	

Additional signature(s) if required by political subdivision	Date
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Printed Name and Title	Date
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ATTEST:

	<b>06/02/2020</b>
Clerk	Date

**Note:** If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

**Approved as to form and authority to enter into Agreement (Excluding non-profits):**

	<b>06/02/2020</b>
Legal counsel for GRANTEE	Date

Printed Name and Title	
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**Statutory or other legal authority to enter into Agreement (Excluding non-profits):**

Appropriate A.R.S., ordinance, or charter reference	
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**FOR CRIMINAL JUSTICE COMMISSION:**

Andrew T. LeFevre, Executive Director Arizona Criminal Justice Commission	Date
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**ARIZONA CRIMINAL JUSTICE COMMISSION**  
**GRANT AGREEMENT**  
**Insurance Requirements**  
**Exhibit "A"**

***Insurance Requirements for Governmental Parties to an Intergovernmental Agreement:***

None.

***Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:***

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

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

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

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

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

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

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions,

Universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, hired and/or non-owned by the Contractor.

- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

Workers' Compensation

Employers' Liability

	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

**Acceptability of Insurers:**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Verification of Coverage:**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Subcontractors:**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

**Approval and Modifications:**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**Exceptions:**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



# Board of Supervisors

## Santa Cruz County

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

### MEMORANDUM

**TO:** Board of Supervisors

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

**THROUGH:** Jennifer St. John, County Manager

**DATE:** June 2, 2020

**RE:** Resolution #2020-07 Cancellation of election for Precinct Committeemen

---

**RECOMMENDATION:** Staff recommends approval of Resolution #2020-07 cancelling the election of Precinct Committeemen for the August 4, 2020 Primary Election and appointing candidates that filed.

**BACKGROUND:** A.R.S. §16-822(B) states that if the number of persons who file nominating petitions for the office of Precinct Committeeman is less than or equal to the number of positions available, the Board of Supervisors may cancel the election for those positions and appoint them as deemed elected.

Also, A.R.S. §16-410(A) states that if the total of the number of persons who file a nomination petition **and** the number of persons who file a nomination paper for a write-in candidate is less than or equal to the number of positions to be filled, the Board of Supervisors may cancel the election for those positions and appoint them as deemed elected.

**FINANCIAL IMPLICATIONS:** Cancellation will result in cost-savings to the County because the office of Precinct Committeeman and candidate's names will not have to be printed on the ballot for those precincts.

**PROPOSED MOTION:** Move to approve Resolution #2020-07 cancelling the election of Precinct Committeemen for the August 4, 2020 Primary Election for the precincts listed on Exhibit A and appointing candidates that filed as listed on Exhibit A, deemed as elected.



## RESOLUTION #2020-07

### A RESOLUTION OF THE SANTA CRUZ COUNTY BOARD OF SUPERVISORS CANCELLING THE ELECTION OF PRECINCT COMMITTEEMEN FOR THE AUGUST 4, 2020 PRIMARY ELECTION AND APPOINTING CANDIDATES THAT FILED

**WHEREAS**, an election was to be held on August 4, 2020 for the Office of Precinct Committeeman; and

**WHEREAS**, pursuant to A.R.S. §16-311, any person desiring to become a candidate at the Primary Election for a political party to be held on August 4, 2020, must have signed and filed nomination papers on or before May 20, 2020; and

**WHEREAS**, pursuant to A.R.S. §16-822(B), if the number of persons who file nominating petitions for an election to fill Precinct Committeeman positions is less than or equal to the number of Precinct Committeeman positions, the county Board of Supervisors may cancel the election for those positions and appoint the person(s) who filed nominating petitions to fill those positions; and

**WHEREAS**, pursuant to A.R.S. §16-410(A), if the total of the number of persons who file a nomination petition for a candidate **and** the number of persons who file a nomination paper for a write-in candidate is less than or equal to the number of positions to be filled, the county Board of Supervisors may cancel the election and appoint the person(s) who filed the nomination petition or nomination paper to fill the position(s); and

**WHEREAS**, the list of candidates for Precinct Committeemen for each precinct, for each participating party, for which there are fewer than or an equal number of candidates to the number of positions for Precinct Committeemen is attached as **EXHIBIT A**; and

**WHEREAS**, cancellation of the election for Precinct Committeeman positions and the appointment of candidates who filed for Precinct Committeeman will foster efficiency, economy and cost saving in the election process.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Santa Cruz County that the party elections of Precinct Committeemen scheduled for August 4, 2020 are hereby cancelled for the precincts listed in **EXHIBIT A**.

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

**PASSED AND ADOPTED** this 2nd day of June, 2020.

\_\_\_\_\_  
Bruce Bracker, Chairman

\_\_\_\_\_  
Manny Ruiz, Vice-Chairman

\_\_\_\_\_  
Rudy Molera, Supervisor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Tara Hampton  
Clerk of the Board

\_\_\_\_\_  
Kimberly Hunley,  
Chief Civil Deputy County Attorney

# EXHIBIT A

# PRECINCT COMMITTEE PERSONS (PCPs)

## **DEMOCRAT**

October 1, 2020 - September 30, 2022

<b>Precinct</b>	<b>Name</b>	<b>Physical Address</b>	<b>Filing Date</b>
Nogales 1	Darling, Mary	455 W. Crawford St., Nogales	4/8/2020
Nogales 1	Darling, Senior, Mary	455 W. Crawford St., Nogales	4/8/2020
Nogales 2	Courtland, Christine	344 W. Noon St., Nogales	4/6/2020
Nogales 2	Ruiz, Manny	422 W. Bostwick Ct., Nogales	5/20/2020
Coronado 5	James, John	418 Camillo Dona Cydney, Nogales	5/19/2020
Rio Rico 7	Romero, Adriana	1183 Zircon Ct., Rio Rico	5/19/2020
Nogales 10	Smith, Jerry	656 W. Mesa Verde Dr., Nogales	3/12/2020
Nogales 10	Zamora, Claudia	2050 N. Congress Dr., Trl #156, Nogales	5/19/2020
Tubac 11	Bangs, Leslee	1 Coronel Court, Tubac	5/19/2020
Tubac 11	Castro, Beth	610 Post Way, Tubac	5/19/2020
Tubac 11	Van Denbos, Harriet Joan	18 Plaza Road, Tubac	3/23/2020
Tubac 11	Vose, Marsha	2214 Paseo Tumacacori, Tubac	4/6/2020
Tubac 11	Wieging, Mark	3 Tocito Ct., Tubac	3/23/2020
Nogales 12	Glad, Francis	490 W. Walnut St., Nogales	5/19/2020
Santa Cruz 13	Delci, Edward M.	2 Dixon Ct., Nogales	5/20/2020
Santa Cruz 13	López, César	11 Duquesne Rd., Nogales	5/19/2020
Santa Cruz 13	Moreno, Ana "Anita"	12 Lone Star Lane, Nogales	5/20/2020
Sonoita 15	Anderson, Molly	52 Apache Trail, Sonoita	4/1/2020
Sonoita 15	Farr, Morris	52 Apache Trail, Sonoita	4/1/2020
Sonoita 15	Havill, Juanita	14 Calle Sobaipuri, Sonoita	3/30/2020
Potrero 22	Castro, José	519 E. Frontage Rd., Nogales	5/19/2020

**PRECINCT COMMITTEE PERSONS (PCPs)**  
**REPUBLICAN**  
**October 1, 2020 - September 30, 2022**

<b>Precinct</b>	<b>Name</b>	<b>Physical Address</b>	<b>Filing Date</b>
Elgin 6	Faulkner, Tim	30 Lone Hawk Trail, Elgin	3/30/2020
Elgin6	Schock, Bill	4199 Hwy 82, Elgin	4/2/2020
Rio Rico 7	Grieco, Frank	416 Willow Dr., Rio Rico	5/19/2020
Rio Rico 7	Ortiz, Manny	402 Ante Ct., Rio Rico	5/19/2020
Tubac 11	Grotheer, Julie	10 Western Saddle, Tubac	5/19/2020
Tubac 11	Grotheer, Tim	10 Western Saddle, Tubac	5/19/2020
Tubac 11	Leslie, Larry	62 Calle Maria Elena, Tubac	4/1/2020
Tubac 11	Rose, Cynthia	3 Camino Otero, Tubac	4/1/2020
Tubac 11	Rose, Gary	3 Camino Otero, Tubac	4/1/2020
Santa Cruz 13	Flórez, Muriel J.	5 Windmill Ct., Nogales	4/1/2020
Sonoita 15	Cafarelli, Karla	42 Cano Lane, Sonoita	3/27/2020
Sonoita 15	Jenkins, Suzanne	55 Milky Way Lane, Sonoita	4/6/2020
Calabasas 17	Feria, Alma	989 Circulo Golondrina, Rio Rico	5/19/2020
Calabasas 17	Feria, Juan	989 Circulo Golondrina, Rio Rico	5/19/2020
Calabasas 17	Feria, Lizbeth	989 Circulo Golondrina, Rio Rico	5/19/2020
Baca 19	Carrillo, Salvador	1152 Satula Ct., Rio Rico	5/19/2020
Nogales 20	Melendez, Miquel	491 N. Grand Ave., Nogales	5/19/2020
Peck Canyon 21	Alvarez, Hector	1220 Via Palestra, Rio Rico	5/19/2020
Peck Canyon 21	McEwen, Deborah	480 Camino Ramanote, Rio Rico	5/19/2020
Peck Canyon 21	McEwen, Steven	480 Camino Ramanote, Rio Rico	5/19/2020

### BOND FOR ISSUANCE FOR DUPLICATE WARRANT

Know all men these presents that the payee undersigned was issued warrant number 663101 on the Treasurer of Santa Cruz County in the amount of \$ 13,171.34, dated on or about February 5, 2020 and that said warrant has been irretrievably lost or destroyed, and that (she/he) and (her/his) surety undersigned are held and firmly bond unto Santa Cruz County in double the above amount, for he payment of which each binds himself, his successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is that if a duplicate warrant is issued upon the above representations, now if Santa Cruz County and all other persons whomsoever are saved from all damages by reason of such issuance, then this obligation will be void, otherwise to remain in full force and effect.

Signed, executed, and delivered at Santa Cruz Valley USD #35 this 28th day of April, 2020.

Payee: Santa Cruz County Board  
Address: 2150 N. Congress Dr.  
Wogates, AZ 85621

Surety: Blanca Lizarraga For  
Address: Santa Cruz Valley USD #35  
1374 W. Frontage Rd  
Rio Rico, AZ 85648

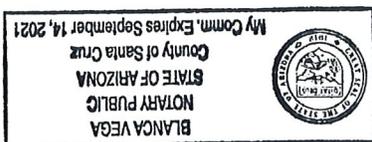
STATE OF ARIZONA )  
 ) ss.  
COUNTY OF SANTA CRUZ )

On the 28th day of April, 2020, before me the undersigned notary public, personally appeared the payee Blanca Lizarraga, and the surety, Blanca Lizarraga, each of whom acknowledged that (s)he executed the foregoing bond.

[Signature]  
Notary Public

My Commission Expires:

September 14, 2021



This portion to be filled in as to the surety only and not to the payee

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF SANTA CRUZ )

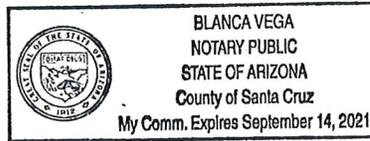
The undersigned surety being first duly sworn, deposes and may, each for herself/himself, that (s)he is surety on the foregoing bond and has unencumbered assets exempt from execution worth at least double the amount of the face value of the duplicated warrant for issuance of which the foregoing bond was given.

Surety: Blanca Lannop for  
Santa Cruz Valley USD #35

Subscribed and sworn to before me this 28<sup>th</sup> day of April,  
2020

[Signature]  
Notary Public

My Commission Expires:  
September 14, 2021



Approved as to form:  
\_\_\_\_\_ (date)

\_\_\_\_\_  
County Attorney (Deputy)

NOTE: A STOP PAYMENT ORDER MUST BE  
GIVEN TO THE COUNTY TREASURER BEFORE  
THE NEW WARRANT CAN BE ISSUED

FOR THE CLERK OF THE BOARD OF SUPERVISORS

According to the minutes of the Board of Supervisors of Santa Cruz County,  
\_\_\_\_\_, 20\_\_\_, it appears to the satisfaction of the Board that the  
warrant has been lost or destroyed, and there is no reasonable probability of its being  
found or presented, and the surety on the foregoing bond was approved and the  
duplicated warrant was ordered issued.

\_\_\_\_\_  
Clerk of the Board of Supervisors  
Santa Cruz County

Date Printed: 5/19/2020 10:27  
 Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2017  
 Resolution No: 55867  
 Date Created: 5/19/2020 10:27 AM

**Reason For Change:**

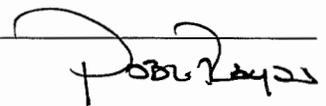
Change legal classification from (4.1) to (03) Owner Occupied for 2017 tax year.

AS BILLED PARCEL ID: 11243121	AREA CODE 0600	CHANGE TO PARCEL ID: 11243121	AREA CODE 0600
ACCOUNT NUMBER: R000014345		ACCOUNT NUMBER: R000014345	
PUC 4716-RANCH, 2+ SFR/AFX MH		PUC 4716-RANCH, 2+ SFR/AFX MH	

Special Districts:					Special Districts:				
			UNITS				UNITS		
Limited Property	Valuation	%	Exempt	Net Assessed	Limited Property	Valuation	%	Exempt	Net Assessed
02RLA	627	15.00	0	94	02RLA	627	15.00	0	94
0401I	315,621	10.00	0	31,562	03I	315,676	10.00	0	31,568
0401L	12,500	10.00	0	1,250	03L	12,500	10.00	0	1,250
Total	328,748		0	32,906	Total	328,803		0	32,912
Full Cash	Valuation	%	Exempt	Net Assessed	Full Cash	Valuation	%	Exempt	Net Assessed
02RLA	627	15.00	0	94	02RLA	627	15.00	0	94
0401I	315,621	10.00	0	31,562	03I	315,676	10.00	0	31,568
0401L	12,500	10.00	0	1,250	03L	12,500	10.00	0	1,250
Total	328,748		0	32,906	Total	328,803		0	32,912

Description As Billed  
 SUB SALERO RANCH UNIT NO 1 LOT 21  
  
 ANDERSON PATRICK S JR & CAROL  
 P O BOX 171  
 TUMACACORI, AZ 85640-0171

Description Change To  
 SUB SALERO RANCH UNIT NO 1 LOT 21  
  
 ANDERSON PATRICK S JR & CAROL  
 P O BOX 171  
 TUMACACORI, AZ 85640-0171



Date Printed: 5/19/2020 10:31  
 Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2018  
 Resolution No: 55868  
 Date Created: 5/19/2020 10:31 AM

**Reason For Change:**

Change legal classification from (4.1) to (03) Owner Occupied for 2018 tax year.

AS BILLED PARCEL ID: 11243121 ACCOUNT NUMBER: R000014345 PUC 4716-RANCH, 2+ SFR/AFX MH	AREA CODE 0600	CHANGE TO PARCEL ID: 11243121 ACCOUNT NUMBER: R000014345 PUC 4716-RANCH, 2+ SFR/AFX MH	AREA CODE 0600
---	----------------	---	----------------

Special Districts:					Special Districts:				
Limited Property	Valuation	%	Exempt	UNITS Net Assessed	Limited Property	Valuation	%	Exempt	UNITS Net Assessed
02RLA	627	15.00	0	94	02RLA	627	15.00	0	94
0401I	328,450	10.00	0	32,845	03I	328,512	10.00	0	32,851
0401L	12,500	10.00	0	1,250	03L	12,500	10.00	0	1,250
<b>Total</b>	<b>341,577</b>		<b>0</b>	<b>34,189</b>	<b>Total</b>	<b>341,639</b>		<b>0</b>	<b>34,195</b>
Full Cash					Full Cash				
02RLA	627	15.00	0	94	02RLA	627	15.00	0	94
0401I	328,450	10.00	0	32,845	03I	328,512	10.00	0	32,851
0401L	12,500	10.00	0	1,250	03L	12,500	10.00	0	1,250
<b>Total</b>	<b>341,577</b>		<b>0</b>	<b>34,189</b>	<b>Total</b>	<b>341,639</b>		<b>0</b>	<b>34,195</b>

Description As Billed  
 SUB SALERO RANCH UNIT NO 1 LOT 21  
  
 ANDERSON PATRICK S JR & CAROL  
 P O BOX 171  
 TUMACACORI, AZ 85640-0171

Description Change To  
 SUB SALERO RANCH UNIT NO 1 LOT 21  
  
 ANDERSON PATRICK S JR & CAROL  
 P O BOX 171  
 TUMACACORI, AZ 85640-0171

*Pablo Reyes*

Date Printed: 5/19/2020 10:33  
 Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2019  
 Resolution No: 55869  
 Date Created: 5/19/2020 10:33 AM

**Reason For Change:**

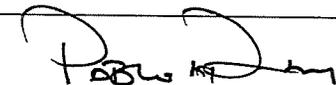
Change legal classification from (4.1) to (03) Owner Occupied for 2019 tax year.

AS BILLED PARCEL ID: 11243121	AREA CODE 0600	CHANGE TO PARCEL ID: 11243121	AREA CODE 0600
ACCOUNT NUMBER: R000014345		ACCOUNT NUMBER: R000014345	
PUC 4716-RANCH, 2+ SFR/AFX MH		PUC 4716-RANCH, 2+ SFR/AFX MH	

Special Districts:					Special Districts:				
Limited Property	Valuation	%	Exempt	UNITS Net Assessed	Limited Property	Valuation	%	Exempt	UNITS Net Assessed
02RLA	627	15.00	0	94	02RLA	627	15.00	0	94
0401I	336,964	10.00	0	33,696	03I	337,026	10.00	0	33,703
0401L	12,500	10.00	0	1,250	03L	12,500	10.00	0	1,250
<b>Total</b>	<b>350,091</b>		<b>0</b>	<b>35,040</b>	<b>Total</b>	<b>350,153</b>		<b>0</b>	<b>35,047</b>
Full Cash	Valuation	%	Exempt	Net Assessed	Full Cash	Valuation	%	Exempt	Net Assessed
02RLA	627	15.00	0	94	02RLA	627	15.00	0	94
0401I	336,964	10.00	0	33,696	03I	337,026	10.00	0	33,703
0401L	12,500	10.00	0	1,250	03L	12,500	10.00	0	1,250
<b>Total</b>	<b>350,091</b>		<b>0</b>	<b>35,040</b>	<b>Total</b>	<b>350,153</b>		<b>0</b>	<b>35,047</b>

Description As Billed  
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Description Change To  
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 TUMACACORI, AZ 85640-0171





# 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, June 2<sup>nd</sup>, 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.

As we work through this time of the COVID-19 virus please see the following information regarding access to the Santa Cruz County Board of Supervisors' meetings.

Per the most recent guidelines from the federal government that no more than 10 people should be gathered in a room at the same time, the public will not be allowed in the Board Chambers.

Members of the public may call and listen to the meeting by following these steps:

- Dial (669)900-6833
- Enter the Meeting ID: 914 664 2271

All incoming calls for the meeting will be muted.

If you would like to speak during Call to the Public please take the following actions:

1. Email Tara Hampton at [thampton@santacruzcountyaz.gov](mailto:thampton@santacruzcountyaz.gov)
2. Identify the Board of Supervisors' meeting date, the agenda item # and title.
3. Name & Telephone Number
4. Comments or questions should be sent and received by no later than June 1, 2020 at 5:00PM for the June 2, 2020 Regular Board meeting.
5. In order to make a comment during Call to the Public, please dial \*9, which will indicate you want to speak.

To obtain a copy of the agenda go to <https://www.santacruzcountyaz.gov/AgendaCenter>.

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 28<sup>th</sup> day of May, 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

## AGENDA

**June 2, 2020 at 9:30 a.m.**  
**Santa Cruz County Complex**  
**2150 N. Congress Drive, Room 120**  
**Nogales, AZ 85621**

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5. In order to make a comment during Call to the Public, please dial \*9, which will indicate you want to speak.

To obtain a copy of the agenda go to <https://www.santacruzcountyaz.gov/AgendaCenter>.

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

### **B. ADOPTION OF AGENDA**

### **C. CALL TO THE PUBLIC:**

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

### **D. CURRENT EVENTS**

1. Board of Supervisors
2. Manager

### **E. DEPARTMENT REPORTS AND ACTIVITIES**

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

## F. FLOOD CONTROL

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

## G. ACTION ITEMS

## ACTION TAKEN

1. Discussion/possible action to approve the re-appointment of Concepcion Bracamonte as Justice of the Peace Pro-Tempore Judge from July 1, 2020 through June 30, 2021 (Req: Superior Court) [approved](#)
2. Discussion/possible action to approve the following re-appointments to the Board of Adjustment for District No. 2 (Req: Supervisor Molera)
  - a. Dan Doyle, Chairman [approved](#)
  - b. Michael J. Dougherty, Member [approved](#)
3. Discussion/possible action to approve the re-appointment of J. Guillermo Padilla as a Planning and Zoning Commissioner for District 2 (Req: Supervisor Molera) [approved](#)
4. Discussion/possible action to approve the Secure Rural Schools and Communities Act award distribution for school year 20-21 in the amount of \$300,961.05 (Req: School Superintendent) [approved](#)
5. Discussion/possible action to approve an amendment to the Food Service Management Agreement approved on May 18, 2016, with Summit Food Management, LLC to reflect a 3% price increase to current prices (Req: Sheriff) [approved](#)
6. Discussion/possible action to accept an additional award from the Arizona Department of Environmental Quality (ADEQ) under the Hazardous Materials Emergency Preparedness (HMEP) Grant Program Grant #: HM-HMP-0583-16-01-00 from \$8,550 to a maximum of \$14,000 for training (Req: Emergency Management) [approved](#)
7. Discussion/possible action to approve an agreement with the Arizona Secretary of State Office for the cost-sharing of the statewide voter registration database from November 25, 2019 through July 1, 2020, in the amount of \$2,703.89 (Req: Recorder) [approved](#)
8. Discussion/possible action to approve a grant agreement with the Arizona Criminal Justice Commission (ACJC) ADRS XML Automation Project, ACJC Grant Number AAP-20-002, that commences September 1, 2020 and terminates on March 31, 2021, in the amount of \$112,550 (Req: County Attorney) [approved](#)
9. Discussion/possible action to approve Resolution #2020-07 canceling the election of Precinct Committeemen for the August 4, 2020 Primary Election and appointing candidates that filed as deemed elected (Req: Elections) [approved](#)
10. Discussion/possible action to approve Bond for Duplicate Warrant # 4-663101 in the amount of \$13,171.34 dated 02/05/2020, payable to Santa Cruz County Board (Req: Clerk) [approved](#)
11. Tax Valuation Adjustments: (Req: Assessor)
  - a. 112-43-121 – Patrick S Jr & Carol Anderson, Resolution No. 55867 [approved](#)
  - b. 112-43-121 – Patrick S Jr & Carol Anderson, Resolution No. 55868 [approved](#)
  - c. 112-43-121 – Patrick S Jr & Carol Anderson, Resolution No. 55869 [approved](#)
12. Demands [approved](#)
13. Approval of Minutes: 11/16/2018, 12/05/2018, 12/19/2018 & 05/19/2020 [approved](#)

## H. ADJOURNMENT

Posted: 05/28/2020 at 4:20 p.m. by LT

*Tara R. Hampton, Clerk of the Board*

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