IMPORTANT NOTICE!!!

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.

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

- **Dial (669)900-6833**
- **Enter the Meeting ID: 914 664 2271**
- **Presentation Zoom Meeting Link: https://us02web.zoom.us/j/9146642271**

All incoming calls for the meeting will be muted.

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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 to the Public, please dial *9, which will indicate you want to speak.

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

   Documents:

   10-06-20.PDF

2. 9:30 A.M. DOCUMENTATION (32.2MB)

   Documents:

   10-06-2020.PDF

3. 9:30 A.M. ACTION TAKEN

Documents:

10-06-20 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, October 6, 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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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 2nd day of October, 2020.

Jennifer St. John, Interim Clerk
Board of Supervisors

Board of Supervisors

Santa Cruz County

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District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

AGENDA

October 6, 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:

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D. CURRENT EVENTS

1. Board of Supervisors
2. Manager

E. DEPARTMENT REPORTS AND ACTIVITIES

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

F. EXECUTIVE SESSION

1. Pursuant to A.R.S. §38-431.03(A) (3) and (4), for legal advice and direction regarding a proposed settlement in One Arizona Opioid Litigation and Settlement Memorandum of Understanding (Req: County Attorney)

G. FLOOD CONTROL — ACTION TAKEN

1. Director's/Project Report
2. Monthly Report from City of Nogales
3. Monthly Report from the Town of Patagonia
4. Public Comment
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14. Demands _____
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J. BOARD OF EQUALIZATION

1. Petitions for Review of Valuation (Req: Interim Clerk) _____

K. ADJOURNMENT

Posted: 10/02/2020 at 9:00 a.m. by LT
Jennifer St. John, Interim Clerk of the Board

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CASH AND INVESTMENT REPORT

October 6, 2020

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	**100**	**GENERAL FUND**	**$ 2,123,579.33**	**90,307.29**	**$ 1,782,168.81**	**$ 3,905,748.14**
225	101	J.P. #1 TIME PAYMENT FEES	62,613.40			62,613.40
245	102	J.P. #2 TIME PAYMENT FEES	35.00			35.00
262	103	J.C.E.F. COURT FEE FUND	131,460.94			131,460.94
226	105	DRUG COURT DIVERSION FUND	1,343.15			1,343.15
181	106	EXPED. CHILD SUPPORT & VISITATION	99,124.77			99,124.77
180	107	CLERK'S SUPERIOR COURT RETRIEVAL FUND	118,141.22			118,141.22
182	108	SPOUSAL MAINTENANCE FUND	16,095.92			16,095.92
183	109	CHILD SUPPORT AUTOMATION FUND	1,916.22			1,916.22
125	110	PROSECUTION HIDTA (PIMA)	(51,399.66)			(51,399.66)
126	111	ATTORNEY'S DIVERSION PROGRAM	5,872.79			5,872.79
127	112	VICTIM RIGHTS NOTIFICATION	1,485.60			1,485.60
128	113	BAD CHECK PROGRAM	2,833.58			2,833.58
129	115	GANG PROSECUTION	0.00			0.00
130	116	COST OF PROSECUTION	1,570.57		0.50	1,571.07
343	117	911 GRANT	(55.63)			(55.63)
184	118	DOMESTIC REL. ED. MEDIATION FUND	15,006.86			15,006.86
258	119	DOMESTIC REL. ED. CHILD ISSUES	309.03			309.03
185	122	NON IV-D CONVERSION FUND	730.84			730.84
259	125	5% FILL THE GAP FUND	101,681.85			101,681.85
111	128	RECORDER'S RETRIEVAL FUND	7,593.88		193,764.72	201,358.60
227	133	CIRCLES OF PEACE	9,275.14			9,275.14
203	134	HAZARDOUS MATERIALS (HMEP) GRANT	3,269.28			3,269.28
112	135	TREASURER'S RETRIEVAL FUND	121,932.89			121,932.89
204	137	PRE-DISASTER MITIGATION	0.00			0.00
205	139	TOHONO O'ODHAM (EM)	16.48			16.48
132	141	FILL THE GAP (ATTORNEY)	4,288.00			4,288.00
110	142	ASSESSOR'S RETRIEVAL FUND	29,480.34			29,480.34
133	143	5% FTG ALLOCATION-C.A. 21.61%	6,243.20			6,243.20
206	144	EMERGENCY RESPONSE FUND	0.00			0.00
207	145	COVID-19 EMERGENCY	(83,263.71)			(83,263.71)
202	147	AZDOHS-HSGP#160405-01/02	0.00			0.00
228	148	JP #1 FARE PROGRAM	14,551.32			14,551.32
151	151	FEDERAL PROGRAM INCOME-CA	0.00			0.00
152	152	VICTIMS OF CRIME STRIVE	(8,681.70)			(8,681.70)
154	154	ADHS OVERTIME 130435-01	0.00			0.00
615	155	CASE MANAGEMENT FUND	16,173.09			16,173.09
155	156	SLOT GRANT- COUNTY ATTORNEY	178.47			178.47
211	160	INTEROPERABLE RADIO CHANNEL	0.00			0.00
187	187	DES IV-D CLERK GRANT	2,603.52			2,603.52
676	191	SCHOOL FOREST FEES FUND	62.16			62.16
677	192	EARLY LEARNING	4,148.79			4,148.79
678	193	FIRST THINGS FIRST HOME VISIT	(12,880.00)			(12,880.00)
679	194	READING FIRST-TECH ASSISTANT	921.56			921.56
680	195	CAROL M WHITE - PHYSICAL ED GRANT	0.00			0.00
328	196	AZ CARES	1,874,939.61			1,874,939.61
329	197	COMMISSARY FUND	35,886.22			35,886.22
117	198	SANTA CRUZ FAIR ASSOCIATION	0.00			0.00
265	200	COURT SECURITY IMPROVEMENTS	44,007.50			44,007.50
257	203	LAW LIBRARY FUND	90,045.02			90,045.02
120	204	OLD COURTHOUSE FUND	(138.09)			(138.09)
105	**205**	**ROAD FUND**	**(79,629.99)**		**1,564,299.76**	**1,484,669.77**
625	206	WASTE TIRE GRANT (ADEQ)	169,698.37			169,698.37
600	207	ANIMAL CONTROL FUND	(70,374.48)			(70,374.48)
601	208	STERILIZATION ENFORCEMENT FUND	15,130.54			15,130.54
106	209	LOCAL TRANSPORTATION ASSISTANCE	0.00			0.00
134	210	ANTI-RACKETEERING	(18,829.57)			(18,829.57)
135	211	A.C.J.C. PROSECUTION (CA)	0.00			0.00
136	212	RESTITUTION--VICTIMS COMP	29,374.81			29,374.81
137	213	VOCA--VICTIMS COMP	(4,904.47)			(4,904.47)
138	214	ACJC--ATTY'S VICTIMS COMP FUND	(3,880.30)			(3,880.30)
326	216	HIDTA-MTF	0.00			0.00
327	217	SHERIFF A.C.J.C. GRANT (MTF)	(2,364.74)			(2,364.74)
139	219	ATTORNEY'S ENHANCEMENT FUND	(10,382.02)			(10,382.02)
282	221	JUVENILE PROBATION SVC FEES	121,111.72		26,510.13	147,621.85
263	222	FARE PROGRAM FUND	612.70			612.70
280	223	FAMILY COUNSELING GRANT	15,461.28			15,461.28
308	224	ADULT PROBATION SERVICE FEES	497,928.33		102,666.44	600,594.77
140	225	CRIME VICTIM ASSISTANCE GRANT	0.00			0.00
277	226	JCEF-STANDARD SUPPLEMENTAL	0.00			0.00
302	227	JCEF-STATE AID ENHANCEMENT SUPPLEMENTAL	0.00			0.00
281	228	JUVENILE DIVERSION SVC FEES-UNDER	107,594.87		3,999.87	111,594.74
311	229	JCEF-ADULT INTENSIVE PROB SUPPLEMENTAL	0.00			0.00
275	230	DIVERSION INTAKE	1,202.64			1,202.64
300	231	COMMUNITY PUNISHMENT PROGRAM	10,833.37			10,833.37
274	232	JCEF-JUVENILE INTENSIVE PROB.SUPPLEMENT	0.00			0.00

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250	233	CASA PROGRAM FUND	(1,814.95)			(1,814.95)
273	234	JUVENILE INTENSIVE PROBATION SUPERVISION	13,787.13			13,787.13
310	235	ADULT INTENSIVE PROBATION SUPERVISION	(13,529.71)			(13,529.71)
276	236	STANDARD PROBATION	8,404.38			8,404.38
301	237	STATE AID ENHANCEMENT GRANT	9,421.37			9,421.37
304	238	DRUG ENFORCEMENT ACCOUNT GRANT	0.00			0.00
312	239	PROBATION/PAROLE SERVICES DYTR	8,613.13		40,954.51	49,567.64
330	240	JAIL ENHANCEMENT GRANT	376,143.70			376,143.70
331	242	GOHS DUI GRANT (SHERIFF)	(4,074.49)			(4,074.49)
332	243	VICTIM BILL OF RIGHTS	0.00			0.00
681	244	GOVERNOR'S HEALTHY FAMILY GRT	0.00			0.00
333	247	OPERATION STONEGARDEN #180432-01	442.04			442.04
683	249	JUVENILE EDUCATION FUND	(14,990.89)			(14,990.89)
370	250	ENVIRONMENTAL HEALTH SERVICE FUND	(66,008.21)			(66,008.21)
373	253	SMOKE FREE ARIZONA	(12,098.23)			(12,098.23)
374	254	ELC COVID-19	(646,393.79)			(646,393.79)
375	257	PHEP COVID-19	120,429.30			120,429.30
376	258	ZIKA ELC	1,956.41			1,956.41
334	260	FEDERAL SEIZURE SO	20,349.38			20,349.38
141	264	FEDERAL SEIZURE (CA)	20,230.37		1,036.18	21,266.55
684	266	GEAR UP	(81,344.76)			(81,344.76)
255	267	TRAFFIC CASE PROCESSING FUND	186.25			186.25
337	268	DOJ BULLET PROOF VEST FUNDING	8,221.96			8,221.96
377	269	BIO-TERRORISM GRANT	(14,366.84)			(14,366.84)
338	270	AATA LAW ENFORCEMENT GRANT	0.00			0.00
685	272	TITLE II-A	6,544.93			6,544.93
339	273	AZDPS-BORDER ENHANCEMENT	268,717.65			268,717.65
686	274	TITLE I-D	0.00			0.00
142	276	AZ AUTO THEFT AUTHORITY (CA)	(1,403.77)			(1,403.77)
143/342	277	STATE PROGRAM INCOME C.A. & METRO	53,734.41			53,734.41
689	280	PART B IDEA BASIC	9,498.46			9,498.46
690	281	CHEMICAL ABUSE	0.00			0.00
381	284	EBOLA AWARD	0.00			0.00
346	286	ACJC/JAG UNDER 10K	0.00			0.00
344	287	ANTI METH INITIATIVE	0.00			0.00
379	288	T.B. GRANT	(11,652.37)			(11,652.37)
283	290	JUV PROB SVC EXTRA FEES > $40	20,948.23			20,948.23
307	291	ADULT PROB FEES INTRST COMP 30%	12,597.47			12,597.47
309	292	ADULT PROB SVC EXTRA FEES > $40	121,276.99			121,276.99
691	299	COUNTY JAIL EDUCATION	43,483.55			43,483.55
254	300	COMMUNITY ADVISORY BOARD	22.51			22.51
306	301	ADULT PROBATION DRUG TESTING	21,987.22			21,987.22
278	302	DIVERSION CONSEQUENCES	1,750.00			1,750.00
279	303	JUV PROB SVC FUND TREATMENT	3,516.78			3,516.78
303	304	DRUG TREATMENT & EDUCATION FUND	2,942.45			2,942.45
254	305	JUVENILE COMMUNITY ADVISORY BRD	0.00			0.00
305	306	VICTIMS RIGHTS PROG-PROBATION	1,383.14			1,383.14
251	307	MODEL COURT, CRT IMPROVEMENT	3,069.00			3,069.00
253	308	DEPENDENCY CASE PROCESSING	0.00			0.00
252	309	D.E.S. IV-D	18,130.23			18,130.23
256	312	FTG-INDIGENT DEFENSE	0.00		0.00	0.00
626	313	SELF HHW/ABOP SITE	6,149.30			6,149.30
288	314	JAIBG #2	387.36			387.36
287	315	JUV ACCOUNTABILITY BLOCK JAIBG	209.43			209.43
123	316	ARIZONA TITLE IV-E LEGAL	93,673.20			93,673.20
290	319	JUVENILE DETENTION ALTERNATIVE INITIATIVES	0.00			0.00
341	320	OPERATION STONE GARDEN #160420	0.00			0.00
260	321	5% FTG ALLOC-SUP CRT 57.37%	574,124.77			574,124.77
261	322	5% FTG ALLOC-IND DEF 20.53%	339,425.15			339,425.15
313	323	GLOBAL POSITIONING SYSTEM	0.00			0.00
800	332	EPA WETLANDS PROTECTION DEV	0.00			0.00
209	335	COVID-19 SOUTH 32	20,297.12			20,297.12
652	345	NOGALES WASH WATERSHED RESTUDY	119,000.00			119,000.00
650	**350**	**FLOOD CONTROL DISTRICT FUND**	**2,098,279.09**		**260,491.76**	**2,358,770.85**
950	351	FIRE DISTRICT SECONDARY FUND	6,281.38	**(90,307.29)**		6,281.38
352	352	BORDER SECURITY ENHANCEMENT PROGRAM	0.00			0.00
651	353	FLOOD CONTROL RESERVE FUND	343,020.53		198,078.54	541,099.07
354	354	ICE GRANT	(51,489.69)			(51,489.69)
355	355	OPERATION STONE GARDEN #170432-01	0.00			0.00
356	356	SLOT GRANT	(736.45)			(736.45)
357	357	TOHONO O'ODHAM (SO)	0.00			0.00
358	358	OPERATION STONE GARDEN #190427	(185,317.14)			(185,317.14)
359	359	OPERATION STONE GARDEN #140425	0.00			0.00
360	361	OPERATION STONE GARDEN #150417	4,122.87			4,122.87
725	365	PROFESSIONAL DEVELOPMENT GRANT	(4,952.80)			(4,952.80)
116	367	HAVA FORTIFICATION GRANT	92,656.61			92,656.61
744	376	ADULT EDUCATION ONE-TIME WIOA	0.00			0.00
746	377	WIOA RAPID RESPONSE	0.00			0.00
693	379	TECHNOLOCHICAS LIFT INITIATIVE	31,185.40			31,185.40
727/728	380	WIOA YOUTH PROGRAM	(14,485.87)			(14,485.87)
729	381	WIOA GENERAL	32.05			32.05
731	383	LAND MANAGEMENT-WIOA	0.00			0.00
732	384	WIOA/TANF SET A SIDE	0.00			0.00

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733	385	DEPT OF EDUC. RECREATION GRANT	0.00		0.00
747	387	ADULT EDUCATION-ABE/ASE FEDERAL	(11,493.77)		(11,493.77)
736	390	ADULT EDUCATION WIOA SUPPLEMENTAL	(1,257.17)		(1,257.17)
739	393	WIOA ADULT	(10,345.36)		(10,345.36)
740	394	WIOA DISLOCATED WORKER	(8,817.25)		(8,817.25)
741	395	WIOA ADMINISTRATION	(4,500.09)		(4,500.09)
743	397	WORK INCENTIVE GRANT	0.00		0.00
440	405	CDBG #121-20 BOYS & GIRLS CLUB	(7,504.65)		(7,504.65)
400	408	APRON RECONSTRUCTION	0.00		0.00
490	415	CDBG PROJECTS	0.00		0.00
402	422	RUNWAY & TAXI CONNECTOR REHAB	(98,537.81)		(98,537.81)
405	427	AIRFIELD ELECTRICAL UPGRADE DESIGN	(13,059.80)		(13,059.80)
406	429	CDBG REGIONAL ACCOUNT	0.00		0.00
407	430	PHASE 1 - APRON DESIGN	0.00		0.00
451	431	RIO RICO RD IMPROVEMENT-CDBG	0.00		0.00
436	436	CDBG #127-20 COURTHOUSE PLANNING	(647.70)		(647.70)
438	438	CDBG #122-20 COMMERCIAL KITCHEN	(326.40)		(326.40)
412	441	EVIRON ASSESSMENT-LAND ACQ	0.00		0.00
413	442	CARES ACT AIRPORT GRANT	(7,583.35)		(7,583.35)
414	443	AIRPORT MASTER PLAN UPDATE	0.00		0.00
453	453	CDBG GORRION COURT	0.00		0.00
442	486	JAIL DIST CONSTRUCTION/BOND PROCEEDS	139,129.48	133,948.96	273,078.44
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336.18	76,836.89	79,173.07
121	488	DEBT SERVICE FUND	3,027.88	391.55	3,419.43
325	**489**	**JAIL DISTRICT**	**958,236.19**	**1,140.50**	**959,376.69**
491	491	COLONIAS GRANT NOGALITOS	0.00		0.00
502	502	TOHONO O'ODHAM (LANDFILL)	0.00		0.00
210	503	HAZMAT CAPACITY BUILDING/AZ-SON	5.67		5.67
500	540	LANDFILL	1,943,059.46		1,943,059.46
501	541	LANDFILL RESERVE FUND	3,059,403.90	1,058,633.14	4,118,037.04
602	602	OFFICER SAFETY EQUIPMENT-AC	2,710.03		2,710.03
115	615	AZ VOTES SAFE PROGRAM	(559.78)		(559.78)
694	651	ELEMENTARY ROBOTICS PROGRAM	0.00		0.00
695	652	IME BECAS GRANT	6,410.01		6,410.01
700	657	SCC E-RATE CONSORTIUM	(28,884.80)		(28,884.80)
704	659	IDEA BASIC JUVENILE SECURE CARE	4,809.39		4,809.39
698	660	SCHOOL SUPPORT	(1,103.66)		(1,103.66)
701	663	21ST CENTURY LEARNING CTR	468.19		468.19
706	664	TAYLOR GRAZING FEES	(938.07)		(938.07)
707	665	STATE CHEMICAL ABUSE	29.70		29.70
951	667	INDIRECT COSTS	4,968.61		4,968.61
699	676	SPECIAL SVCS 15-365	388,245.58		388,245.58
953	677	SCC CONSORTIUM DUES	180.59		180.59
711	687	IDEA BASIC ADULT SECURE CARE	6,177.25		6,177.25
712	688	JUVENILE DETENTION LEARN	0.00		0.00
118	689	HAVA BLOCK GRANT	(1,321.32)		(1,321.32)
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	210.34		210.34
716	716	TEAM ANONYMOUS	9,582.84		9,582.84
717	717	ADOLESCENT WELLNESS NETWORK	3,755.97		3,755.97
718	718	DISTRICT #99-INSURANCE FUND	10,522.10		10,522.10
719	719	YOUTH CAREER CONNECT GRANT	0.00		0.00
720	720	HEALTHY STUDENTS	0.00		0.00
750	750	ADULT EDUCATION - ELAA STATE	(3,742.00)		(3,742.00)
751	751	ADULT EDUCATION - ELAA FEDERAL	(10,652.74)		(10,652.74)
752	752	CAREER & COLLEGE READINESS	0.00		0.00
753	753	ADULT EDUCATION - ABE/ASE STATE	(5,520.82)		(5,520.82)
756	756	WIOA TABE 9-10	0.00		0.00
757	757	ADULT EDUCATION - IEL/CE TRAINING	0.00		0.00
758	758	ADULT EDUCATION IET FEDERAL	(2,429.00)		(2,429.00)
759	759	WIOA POSTSECONDARY BRIDGE	0.00		0.00
653	760	NOGALES WASH MANHOLE #89 EMERG	(86,000.00)		(86,000.00)
387	803	ZIKA PHEP	0.00		0.00
186	956	EMANCIPATION ADMIN COSTS	68.24		68.24
248	974	COURT ENHANCEMENT FEE-JP #2	49,859.54		49,859.54
247	975	$13 ASSESSMENT FUND-JP #2	9,928.99		9,928.99
231	976	COURT ENHANCEMENT FEE-JP #1	144,195.34		144,195.34
230	977	$13 ASSESSMENT FUND-JP #1	64,333.93		64,333.93
353	978	OFFICER SAFETY EQUIPMENT-SO	4,864.66		4,864.66
148	981	DOMESTIC VIOLENCE STOP GRANT	0.00		0.00
147	982	PRETRIAL INTERVENTION PROGRAM	55,062.00		55,062.00
107	985	PALO PARADO RAILROAD IMPROVEMENT	0.00		0.00
149	986	VICTIM SERVICES DONATIONS	0.00		0.00
229	987	INCREASING EFFICIENCY	0.00		0.00
289	988	JUV DIVERSION SVC FEES-OVER	12,432.56		12,432.56
351	992	FEDERAL PROGRAM INCOME-MTF	0.00		0.00
386	993	MEDICAL RESERVE CORP	21,497.41		21,497.41
246	995	JP #2 FARE PROGRAM	1,581.47		1,581.47
208	997	CITIZEN CORPS TRAIN #150406-02	0.00		0.00
383	998	IMMUNIZATION PROGRAM	0.00		0.00
264	999	STATE-FILL THE GAP (FTG)	0.00		0.00
		TOTALS FOR ALL FUNDS	**$ 15,955,422.51**	**$ 5,444,922.26**	**$ 21,400,344.77**
		SUSPENSE FUND (AMT. UNAPPORT.)	**0**		

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PROJECTED END OF THE MONTH BALANCE
FOR GENERAL FUND

GENERAL FUND NET CASH BALANCE	2,123,579.33	
PENDING - REVENUE		
AUTO LIEU	80,000.00	
SALES TAX	150,000.00	
COUNTY 1/2 CENT TAX	175,000.00	
APPORTIONMENT AMOUNT	1,800,000.00	
LOTTERY	-	
PENDING - EXPENDITURES		
OCTOBER 6, 2020 EXPENSE WARRANTS	(301,321)	
OCTOBER 9, 2020 PAYROLL WARRANTS	(585,000)	
OCTOBER 20, 2020 EXPENSE WARRANTS	(250,000)	
OCTOBER 23, 2020 PAYROLL WARRANTS	(585,000)	
SPECIAL REVENUE DEFICIT	(1,776,669.86)	
STATE POOL INVESTMENT	1,782,168.81	
ESTIMATED E.O.M. BALANCE	**2,612,756.81**	
DIFFERENCE		**45,950.57**
CASH AT OCTOBER 2019	**2,566,806.24**	

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Jesus J. Valdez, P.E.
General Manager

FLOOD CONTROL DISTRICT
AND
FLOODPLAIN ADMINISTRATION

SANTA CRUZ COUNTY

Project Report
By John Hays

September 2nd, 2020, through October 5th, 2020

1. During the month of September 2020, the ALERT System between 0.00" at multiple locations to 0.31" at Red Mountain. At the writing of this report there is an error in the database that needs to be correct so numbers are preliminary. But it appears at most we ended the monsoon with less than 9 inches of rain or less.

2. The Arizona Division of Emergency Management (ADEM) 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 received communication from the Arizona Department of Emergency Management that the project has been moved to the next phase of consideration, an Environmental and Historic Preservation Kick-Off Meeting. On September 24, some revisions to the applications based on an inconsistence in numbers was requested. A couple of data entry errors and rounding errors internal to the application program were determined to be the sources of the discrepancies and the application has been resubmitted as of September 30, 2020.

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. Work is being done to meet FEMA's requirements for more data. Advertisements were published Tuesday, September 29, 2020, regarding the map changes in the Nogales International.

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 chances in references for the State Statutes. Those changes have been made and

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resubmitted to the State and County Attorney's office for final review. Meetings were held June 4th (Sonoita and Nogales) and 6th (Tubac and Rio Rico), on in the afternoon, and the other in the evening. Additionally, Staff meet with the Santa Cruz Real Estate Association and presented on the changes to the group on June 27th. Staff has also reached out to give a presentation to City of Nogales Staff and Elected Officials and is waiting to hear back on a date and time. Staff has contracted with WLB to provide a comparison of the Draft Ordinance to the existing ordinance and the State Minimum Ordinance to better demonstrate the changes being made. The review is also looking at what affects will happen to our Community Rating System standing. The review has been received and is being considered by Staff. Staff has been instructed to only make the changes required by the State of Arizona and FEMA. In consultation with the County Attorney's office, it is decided to offer an amendment to the Ordinance. That amendment has been drafted and is in review.

5. Staff has received and completed the annual recertification form from ISO for the Community Rating System Program. Authorization for the Chair to sign the form is on the agenda.

6. Staff received two (2) Site Review Applications, none of the applications were within the City of Nogales.

7. District Staff received nine (9) Floodplain Use Permit applications. Six (6) of the applications was located within the City of Nogales.

8. Staff has reviewed one hundred ninety-five (195) properties for floodplain status. Three (3) from the Town of Patagonia. Thirty-nine (39) of the requests were from the City of Nogales.

9. Staff received two (2) drainage complaints. None of the complaints were from the City of Nogales.

10. The Town of Patagonia had no report when this report was compiled.

11. The City of Nogales had no report when this report was compiled.

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Jesus J. Valdez, P.E.
General Manager

FLOOD CONTROL DISTRICT
AND
FLOODPLAIN ADMINISTRATION

SANTA CRUZ COUNTY

Memorandum

To: Santa Cruz County Flood Control District Board of Directors

From: John Hays, Floodplain Coordinator

Through: Jennifer St. John, County Manager

CC: Jesus Valdez, P.E., General Manager

Date: September 29, 2020

Re: Authorization by the Board of Directors of the Santa Cruz County Flood Control District for the Chairman to sign the Community Rating System Annual Certification Form.

Background/Discussion:
At the beginning of October, 2003, Santa Cruz County officially joined the Community Rating Program as a Class 7 Community, which provides a 15% discount on flood insurance premiums for all properties located in a federally mapped floodplain and a 5% discount for all other structures, in the unincorporated portions of Santa Cruz County. Changes to the program implemented in 2017, along with changes in the County's growth rate caused the rating to slip to a Class 8 Community with discounts of 10% in the federally mapped floodplain and 5% for all other structures, in the unincorporated County. The County is required to recertify that it continues with the activities that were credited within the original application and subsequent modifications on an annual basis, prior to October 15th.

Financial Implications:
There is no direct financial implication to Santa Cruz County, other than the savings of 10% for zones with a Special Flood Hazard Area designation starting with the letter A and 5% for all other zones in Flood Insurance Premiums paid by the public in the unincorporated areas of Santa Cruz County.

Recommendation:
Propose the Board of Directors of the Santa Cruz County Flood Control District authorize the Chairman to sign the Community Rating System Annual Certification Form so Santa Cruz County remains a member in good standing and the flood insurance premium discount remains in place.

Recommended Motion:
"I move to authorize the Chairman to sign the Community Rating System Certification Form."

275 Rio Rico Drive Rio Rico, Arizona 85648 (520) 375-7830 Fax (520) 375-7846 TDD (520) 761-7816

OMB Control Number: 1660-0022
Expiration: 3/31/2020

Community Santa Cruz County State AZ CID 040090
(6-digit NFIP Community Identification Number)

CC-213 Recertification

Date October 15, 2020

	Chief Executive Officer	CRS Coordinator
Name	Mr. Bruce Bracker	Mr. John Hays, CFM
Title	Chair, County Board of Supervisores	Floodplain Administrator
Address	2150 North Congress Drive Nogales, AZ 85621	2150 North Congress Drive, Room 116 Nogales, AZ 85621
Phone number	(520) 375-7812	(520) 375-7380
E-mail address	bbracker@santacruzcountyaz.gov	jhays@santacruzcountyaz.gov

I hereby certify that Santa Cruz County [community name] is implementing the following activities on the attached pages as credited under the Community Rating System and described in our original application to the CRS and subsequent modifications.

I hereby certify that, to the best of my knowledge and belief, we are in full compliance with the minimum requirements of the NFIP and we understand that we must remain in full compliance with the minimum requirements of the NFIP. We understand that at any time we are not to be in full compliance, we will retrograde to a CRS Class 10.

I hereby certify that we will continue to maintain FEMA Elevation Certificates on all new buildings and substantial improvements constructed in the Special Flood Hazard Area following the date at which we joined the CRS.

I hereby certify that if there are one or more repetitive loss properties in our community that we must take certain actions that include reviewing and updating the list of repetitive loss properties, mapping repetitive loss areas, describing the cause of the losses, and sending an outreach project to those areas each year, and if we have fifty (50) or more unmitigated repetitive loss properties we must earn credit under Activity 510 (Floodplain Management Planning) for either a repetitive loss area analysis (RLAA) or a floodplain management plan (FMP).

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area (SFHA) shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the SFHA is reduced by the amount of National Flood Insurance Program (NFIP) flood insurance coverage (structure and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signature _____ (Chief Executive Officer)

CC-213-1

OMB Control Number: 1660-0022
Expiration: 3/31/2020

Community Santa Cruz County State AZ CID 040090
(6-digit NFIP Community Identification Number)

CRS Program Data Table	A. In the SFHA	B. In a regulated floodplain outside the SFHA	C. In the rest of the community
1. Last report's number of buildings in the SFHA (bSF) (line 6, last report)	1175		
2. Number of new buildings constructed since last report	+ 5	1	
3. Number of buildings removed/demolished since last report	-		
4. Number of buildings affected by map revisions since last report (+ or -)	1	0	
5. Number of buildings affected by corporate limits changes (+ or -)	0	0	
6. Current total number of buildings in the SFHA (bSF) (total lines 1-5)	1179		
7. Number of substantial improvement/damage projects since last report	0	0	
8. Number of repetitive loss properties mitigated since last report	0	0	
9. Number of LOMRs and map revisions (not LOMAs) since last report	0		
10. Acreage of the SFHA (aSFHA) as of the last report (line 13, last report)	49362.75		
11. Acreage of area(s) affected by map revisions since last report (+ or -)	0		
12. Acreage of area(s) affected by corporate limits changes (+ or -)	0	0	
13. Current acreage of the SFHA (total lines 10–12)	49362.75		
14. Primary source for building data:	GIS + Floodplain Use Permit Records		
15. Primary source for area data:	GIS		
16. Period covered: Oct. 2019 - Sept 2020	Current FIRM date	Dec. 2, 2011	
If available, the following data would be useful:			
17. Number of new manufactured homes installed since last report	0		
18. Number of other new 1 -4 family buildings constructed since last report	2	1	
19. Number of all other buildings constructed/installed since last report	3		

Comments:
(Please note the number of the line to which the comment refers.)

CC-213-2

[continued on next page]

OMB Control Number: 1660-0022
Expiration: 3/31/2020

Community Santa Cruz County State AZ CID 040090
(6-digit NFIP Community Identification Number)

Instructions

At the first verification visit after the 2013 *CRS Coordinator's Manual* takes effect, ONLY LINES 6 AND 13 NEED TO BE COMPLETED. These lines form the baseline data about the number of buildings and area of the SFHA for when the table is completed as part of the next annual recertification. The "period covered" entered in line 16 is the date that lines 6 and 13 are first completed.
At all subsequent annual recertifications and cycle verification visits, the entire table is completed. The information in lines 6 and 13 from the last report is transferred to lines 1 and 10 in the next report.

Instructions for the Columns

Column A numbers are for the SFHA (the A and V Zones shown on the Flood Insurance Rate Map) (FIRM)). Use the FIRM currently in effect, not a draft or pending revision.
Column B is completed only if the community receives CRS credit for regulating floodplain development outside the SFHA under Activity 410 (Floodplain Mapping) or Activity 430 (Higher Regulatory Standards).
Column C numbers help relate what happens in the floodplain to what is happening in the rest of the community.
Enter "0" if there are no numbers to report for this period. Do not leave a cell blank. Do not fill in the shaded boxes.

Instructions for the Lines

Lines 1-7 deal with buildings.

- Section 301.a of the *CRS Coordinator's Manual* defines what constitutes a "building" and lists examples of structures that are not counted as "buildings" by the CRS.
- Section 302.a of the *CRS Coordinator's Manual* describes how the CRS counts buildings. For example, accessory structures are not counted.
- As noted in Section 302.a, to determine building counts, communities may use any method that yields reasonably good estimates of the number of buildings. Examples of acceptable methods are listed in Section 302.a. Precision is less important for large numbers. For example, the impact of the numbers will not change much if there are 10,000 buildings or 10,100 buildings.
- If a building is out of the SFHA, but in a parcel that is partly in the SFHA, it is not counted in column A --In the SFHA.
- In line 14, note how the building counts were obtained or estimated. Use the comments area, if needed.

Line 4 refers to map revisions. These include physical map revisions, Letters of Map Revision (LOMR), and Letters of Map Amendment (LOMA). If a building is removed from the SFHA by FEMA through a LOMA, but the community still administers its floodplain management regulations on the property, the building should not be included in the line 4 count in column A --In the SFHA. However, communities that still regulate areas removed by LOMAs can receive credit under Activities 410 or 430. If the community is receiving such credit, the building should be counted under column B --In a regulated floodplain outside the SFHA.

Line 7 is for the total number of buildings that were substantially improved plus the number of buildings that were substantially damaged during the period covered.

Lines 10 -13 deal with areas.

- These areas are based on the areas shown on the community's FIRM including LOMRs or LOMAs. Section 403.b discusses those portions of the SFHA that are subtracted from the area of the SFHA to calculate the community's aSFHA used in credit calculations.
- Section 403.e of the *CRS Coordinator's Manual* discusses calculating areas for CRS purposes.
- Section 403.e notes that communities "should not spend an inordinate amount of time measuring areas." As with buildings, communities may use any method that yields reasonably good estimates. Examples of acceptable approaches are listed in Section 403.e.
- Line 13 asks for the current acreage of the SFHA. The best source for this number is a GIS layer that shows the SFHA. If the community does not have GIS, the county, regional agency, or state NFIP mapping office may have SFHA layers and may be able to provide the data. If the community has a relatively recent FIRM, the study contractor or consulting engineer may have the data.
- In line 15, note how the area calculations were obtained or estimated. Use the comments area, if needed.

Lines 17 -19 are voluntary, if the numbers are readily available.

- Line 17 includes replacing an existing manufactured home with a new one. The newly placed manufactured home is counted as a new, post-FIRM, building.
- The total of lines 17 -19 should equal the value entered in line 2.

CC-213-3

Back to Agenda

Community Santa Cruz County State AZ CID 040090

County Santa Cruz

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Your community has been verified as receiving CRS credit for the following Activities.

- If your community is still implementing these activities the CRS coordinator is required to put his or her initials in the blank (do not use a checkmark or an "X") and **attach** the appropriate items. A blank with no initials indicates you are not implementing that Activity anymore and will result in loss of points (and possible CRS Class).
- If the word "**attached**" is used, you must provide the requested documentation for that Activity. If no documentation has been acquired for that Activity, please explain why there is no documentation from the past year.

JGH 310 EC: We are maintaining Elevation Certificates, Floodproofing Certificates, Basement Floodproofing Certificates and V Zone design certificates on all new construction and substantially improved buildings in our Special Flood Hazard Area (SFHA) and make copies of all Certificates available at our present office location. *[____] Initial here is you have had no new construction or substantial improvement in the SFHA in the last year.*

JGH 310 EC: **Attached is the permit list for only new or substantially improved structures in the SFHA that have been completed in the last year.** We have permitted 5 new building and substantial improvements in the SFHA during this reporting period.

JGH 310 EC: **Attached are all the Certificates for new or substantially improved structures that have been completed during this reporting period that are included on the above permit list.** (Note: The total number of Elevation and Floodproofing certificates should match the number of permits issued and completed within the reporting period defined above. All permits issued for new construction or substantial improvement within the V zone should have both an Elevation Certificate and a V Zone Certificate, and all buildings with basements within the basement exemption communities should have both an Elevation Certificate and a Basement Floodproofing Certificate).

JGH 320 MI 1: We are providing basic flood information to inquirers. We also continue to provide the following to inquirers:

JGH MI 2 additional FIRM information
JGH MI 3 problems not shown on the FIRM
JGH MI 5 special flood related hazards

JGH 320 MI: **Attached is a copy of the publicity for the credited elements of this service this year.**

Community Santa Cruz County State AZ CID 040090

County Santa Cruz

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

JGH 320 MI: **Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.**

JGH 320 MI: We are continuing to keep our FIRM updated and maintain old copies of our FIRM.

JGH 330 OP: We continue to conduct or provide all credited outreach projects.

JGH 340 ODR: People looking to purchase flood prone property are being advised of the flood hazard through our credited hazard disclosure measures.

JGH 350 WEB: We continue to conduct an annual review and update of the information and links in our flood protection website.

JGH 360 PPA: We continue to provide flood protection advice to inquirers.

JGH 360 PPV: We continue to provide on-site flood protection assistance to inquirers.

JGH 360 PPA/PPV: **Attached is a copy of one page of the log, up to three letters, or other records that we kept on this service this year.**

JGH 360 PPA/PPV: **Attached is a copy of the document that told others about these services this year.**

JGH 410 MAP: We continue to use our additional regulatory flood data before a new development can proceed in our floodplain.

JGH 420 OSP: We continue to preserve our open space in the floodplain.

JGH 420 LZ/OSI: We continue to enforce our ordinance(s) for low-density zoning and/or open space incentives. *[____] Initial here if you have changed the allowable density of development in any of your zoning districts, rezoned parcels in the floodplain or changed your open space incentives.* ***Attach a copy of the amended regulations, provide a summary of the changes, and mark up the regulation indicating what's been changed.***

JGH 430: We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances for which we are receiving credit. *[____] Initial here if you have amended your floodplain regulations.* ***Attach a copy of the amended regulations, provide a summary of the changes and mark up the regulations indicating what's been changed.***

Back to Agenda

Community Santa Cruz County State AZ CID 040090

County Santa Cruz

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

JGH 430 RA: We continue to enforce our procedures for administering our floodplain management regulations. If applicable, we also continue to employ CFMs and staff who took credited training courses. We currently have 1 CFMs on staff.

JGH 440 AMD: We continue to use and update our flood data maintenance system on an annual basis as needed.

JGH 440 FM: We continue to maintain our historical Flood Hazard Boundary Map, FIRMs and Flood Insurance Studies.

JGH 450 SMR: We continue to enforce the stormwater management and low impact development provisions of our zoning, subdivision and building code ordinances for new developments in the watershed. *[____] Initial here if you have amended your stormwater management regulations that will impact your CRS program.* ***Attach a copy of the amended regulations, provide a summary of the changes and mark up the regulations indicating what's been changed.***

Additional Comments:

Attachments:

Back to Agenda

EC 310

Permit List CRS Renewal 2020

FPUP#18-106	3 Calle Cielito, Tubac, Az	BFE= 1.0 ft Above Grade	Zone AO
FPUP#19-026	12 Avenida Acaponeta, Rio Rico, Az	BFE =3443.5 ft NAVD	Zone AE
FPUP#19-069	2342 Balderain Lane, Tubac Az	BFE= 2.0 ft Above Grade	Zone AO

GC 310

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB No. 1660-0008
Expiration Date: November 30, 2022

FINAL 8-19-20

ELEVATION CERTIFICATE

Important: Follow the Instructions on pages 1–9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION	FOR INSURANCE COMPANY USE
A1. Building Owner's Name: BRIAN & CHERYL BOKOWSKI	Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 3 CALLE CIELITO	Company NAIC Number:
City: TUBAC State: AZ ZIP Code: 85646	
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.): LOT 55 TUBAC VALLEY VISTAS APN 112-06-144	

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) RESIDENTIAL NEW

A5. Latitude/Longitude: Lat. 31°38'27" Long. 111°02'42" Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number 113

A8. For a building with a crawlspace or enclosure(s):

a) Square footage of crawlspace or enclosure(s) NA sq ft

b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____

c) Total net area of flood openings in A8.b _____ sq in

d) Engineered flood openings? ☐ Yes ☐ No

A9. For a building with an attached garage:

a) Square footage of attached garage 480 ± SF sq ft

b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____

c) Total net area of flood openings in A9.b _____ sq in

d) Engineered flood openings? ☐ Yes ☐ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State
SANTA CRUZ COUNTY AZ 040090	SANTA CRUZ	AZ

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth)
04023C043	C	12-2-2011	12-2-2011	AO	1 FT (COUNTY = 2 FT)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:
☐ FIS Profile ☐ FIRM ☒ Community Determined ☐ Other/Source: _____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No

Designation Date: _____ ☐ CBRS ☐ OPA

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FINAL 8-19-20

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.

FOR INSURANCE COMPANY USE

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 3 CALLE CIELITO

Policy Number:

City: TUBAC | State: AZ | ZIP Code: 85646

Company NAIC Number

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: SC. COUNTY STA NO. 61 Vertical Datum: NAVD 1988

Indicate elevation datum used for the elevations in items a) through h) below.

☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source:

Datum used for building elevations must be the same as that used for the BFE.

		Check the measurement used.	
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	3158.95	☒ feet	☐ meters
b) Top of the next higher floor	NA	☐ feet	☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	NA	☐ feet	☐ meters
d) Attached garage (top of slab)	3158.61	☒ feet	☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	3159.15	☒ feet	☐ meters
f) Lowest adjacent (finished) grade next to building (LAG)	3155.87	☒ feet	☐ meters
g) Highest adjacent (finished) grade next to building (HAG)	3156.94	☒ feet	☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	3156.40	☒ feet	☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No ☐ Check here if attachments.

Certifier's Name: JAMES A. LA PUZZA | License Number: RLS 29879

Title: OWNER

Company Name: RIO RICO LAND SURVEY

Address: PO BOX 4603

City: RIO RICO | State: AZ | ZIP Code: 85648

REGISTERED LAND SURVEYOR CERTIFICATE NO 29879 JAMES A. LaPUZZA Date Signed 8-19-20 ARIZONA U.S.A.

EXP 3-31-23

Signature | Date: 8-19-20 | Telephone: (520) 281-4223 | Ext.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)

SEC. A7: STRUCTURE IS BUILT ON 2 FT. STEMWALL (FILLED)
SEC. C2e: TOP OF IRON HVAC BASE LOCATED AT NW. COR. OF STRUCTURE
SEC. C2h: STAIRS AT FRONT AND REAR ARE WOOD FRAME CONSTRUCTION DETACHED FROM BUILDING.
NO FILL MATERIAL WAS PLACED ON SITE

FINAL 8-19-20

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 3 CALLE CELITO			Policy Number:
City TUBAC	State AZ	ZIP Code ☐ 85646	Company NAIC Number

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B,and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is 2.00 ☒ feet ☐ meters ☒ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is 3.08 ☒ feet ☐ meters ☒ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is NA ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is 1.67 ☒ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is 2.21 ☒ feet ☐ meters ☒ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☒ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name			
JAMES A. LAPUZZA			
Address PO BOX 4603	City RIO RICO	State AZ	ZIP Code ☐ 85648
Signature James A. LaPuzza	Date 8-19-20	Telephone (520) 281-4223	
Comments			

☐ Check here if attachments.

FINAL 8-19-20

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 3 CALLE CIELITO			Policy Number:
City TUBAC	State AZ	ZIP Code ☒ 85646	Company NAIC Number

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate of Compliance/Occupancy Issued
2018-0106	12-6-2018	

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: 3158.95 ☒ feet ☐ meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: 2FT. ☐ feet ☐ meters Datum _____

G10. Community's design flood elevation: _____ ☐ feet ☐ meters Datum _____

Local Official's Name	Title
John Hays	Floodplain Coordinator
Community Name	**Telephone**
Santa Cruz County	520375783 0
Signature	**Date**
	8/21/2020

Comments (including type of equipment and location, per C2(e), if applicable)

SEE PAGE 2

☐ Check here if attachments.

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FINAL 8-19-20

ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 3 CALLE CIELITO			Policy Number:
City TUBAC	State AZ	ZIP Code 85646	Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

Photo One

Photo One Caption FRONT VIEW FROM NORTH 8-19-20 Clear Photo One

Photo Two

Photo Two Caption REAR VIEW FROM SOUTH 8-19-20 Clear Photo Two

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EC 310

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB No. 1660-0008
Expiration Date: November 30, 2018

FINAL

ELEVATION CERTIFICATE

Important: Follow the Instructions on pages 1–9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION	FOR INSURANCE COMPANY USE
A1. Building Owner's Name GROWER ALLIANCE	Policy Number:
A2. Building Street Address (Including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 12 AVENIDA ACAPONETA	Company NAIC Number:
City: RIO RICO · State: Arizona · ZIP Code: 85648	

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)
LOT 14 BLOCK 809 RIO RICO SOUTH INDUSTRIAL PARK EXTENSION APN 140-02-014

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) WAREHOUSE ADDITION

A5. Latitude/Longitude: Lat. N. 31° 27' 13" Long. W. 110° 58' 26" Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number 1B

A8. For a building with a crawlspace or enclosure(s):

a) Square footage of crawlspace or enclosure(s) NA sq ft

b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____

c) Total net area of flood openings in A8.b _____ sq in

d) Engineered flood openings? ☐ Yes ☐ No

A9. For a building with an attached garage:

a) Square footage of attached garage NA sq ft

b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____

c) Total net area of flood openings in A9.b _____ sq in

d) Engineered flood openings? ☐ Yes ☐ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State
Santa Cruz County, Arizona 040090	Santa Cruz	Arizona

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth)
04023C- 0455	C	December 2, 2011	12-2-2011	AE, X	3443.50

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:
☒ FIS Profile ☐ FIRM ☐ Community Determined ☐ Other/Source: _____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date: _____ ☐ CBRS ☐ OPA

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FINAL

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.	FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 12 AVENIDA ACAPONETA	Policy Number:
City: RIO RICO State: ARIZONA ZIP Code: 85648	Company NAIC Number

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: COUNTY SCC 23 Vertical Datum: NAVD 1988

Indicate elevation datum used for the elevations in items a) through h) below.

☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____

Datum used for building elevations must be the same as that used for the BFE.

		Check the measurement used.
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	3448.18	☒ feet ☐ meters
b) Top of the next higher floor	3460.18	☒ feet ☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	NA	☐ feet ☐ meters
d) Attached garage (top of slab)	NA	☐ feet ☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	3444.51	☒ feet ☐ meters
f) Lowest adjacent (finished) grade next to building (LAG)	3443.0	☒ feet ☐ meters
g) Highest adjacent (finished) grade next to building (HAG)	3444.06	☒ feet ☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	3444.54	☒ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No ☐ Check here if attachments.

Certifier's Name: JAMES A. LAPUZZA	License Number: RLS 29879
Title: OWNER	
Company Name: RIO RICO LAND SURVEY	
Address: PO BOX 4603	
City: RIO RICO State: AZ ZIP Code: 85648	

REGISTERED LAND SURVEYOR CERTIFICATE NO. 29879 JAMES A. LaPUZZA ARIZONA Date Signed 4-29-20 Place Seal Here

EXP 9-31-23

Signature: [signature] Date: 4-29-20 Telephone: (520) 281-4223

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)

SEC. C2e: TOP OF ELEC. TRANSFORMER PAD AT N. SIDE OF STRUCTURE

FINAL
ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS
See Instructions for Item A6.

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 12 AVENIDA ALAPONETA			Policy Number:
City RIO RICO	State ARIZONA	ZIP Code 85648	Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

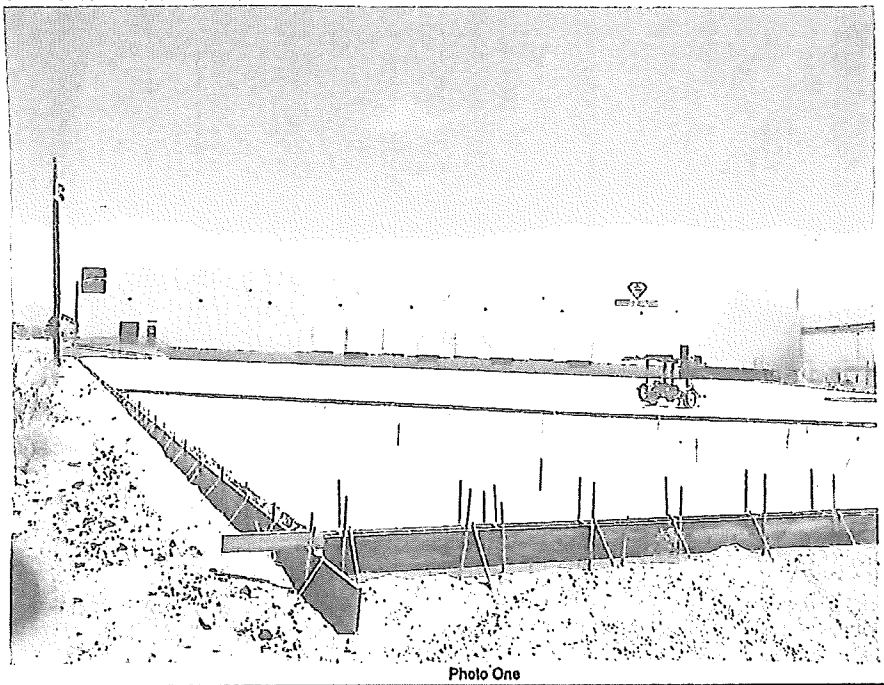

Photo One

Photo One Caption: FRONT VIEW FROM WEST 4-28-20

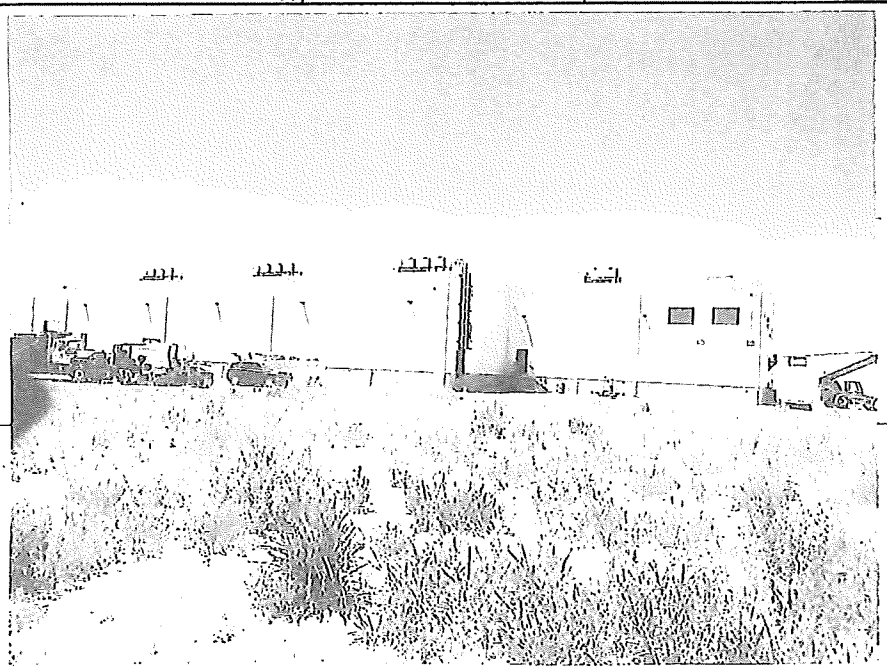

Photo Two

Photo Two Caption: REAR VIEW FROM EAST 4-28-20

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB No. 1660-0008
Expiration Date: November 30, 2018

FINAL

ELEVATION CERTIFICATE

Important: Follow the Instructions on pages 1–9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION	FOR INSURANCE COMPANY USE
A1. Building Owner's Name: JAMES & BETTY JACOBY	Policy Number:
A2. Building Street Address (Including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 2342 BALDERAIN LANE	Company NAIC Number:
City: TUBAC State: Arizona ZIP Code: 85646	
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.): LOT 202 TUBAC VALLEY COUNTRY CLUB ESTATES APN 112-06-084	

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) DETACHED POOL HOUSE

A5. Latitude/Longitude: Lat. N 31°38'05" Long. W. 111°02'39" Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number 1B

A8. For a building with a crawlspace or enclosure(s):

a) Square footage of crawlspace or enclosure(s) NA sq ft

b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____

c) Total net area of flood openings in A8.b _____ sq in

d) Engineered flood openings? ☐ Yes ☐ No

A9. For a building with an attached garage:

a) Square footage of attached garage NA sq ft

b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____

c) Total net area of flood openings in A9.b _____ sq in

d) Engineered flood openings? ☐ Yes ☐ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State
Santa Cruz County, Arizona 040090	Santa Cruz	Arizona

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth)
04023C-043	C	December 2, 2011	12-2-2011	AE/AO	~~TBD~~ 2.0

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:
☐ FIS Profile ☒ FIRM ☐ Community Determined ☐ Other/Source: NA

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: ASSUMED

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date: _____ ☐ CBRS ☐ OPA

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FINAL

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.	FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 2342 BALDERAIN LANE	Policy Number:
City: TUBAC State: ARIZONA ZIP Code: 85646	Company NAIC Number

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: NA Vertical Datum: ASSUMED

Indicate elevation datum used for the elevations in items a) through h) below.

☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: ASSUMED

Datum used for building elevations must be the same as that used for the BFE.

		Check the measurement used.	
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	103.61	☒ feet	☐ meters
b) Top of the next higher floor	NA	☐ feet	☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	NA	☐ feet	☐ meters
d) Attached garage (top of slab)	NA	☐ feet	☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	103.63	☒ feet	☐ meters
f) Lowest adjacent (finished) grade next to building (LAG)	99.4	☒ feet	☐ meters
g) Highest adjacent (finished) grade next to building (HAG)	100.6	☒ feet	☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	NA	☐ feet	☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No ☐ Check here if attachments.

Certifier's Name: JAMES A. LAPUZZA	License Number: RLS 29879
Title: OWNER	
Company Name: RIO RICO LAND SURVEY	
Address: PO BOX 4603	
City: RIO RICO State: AZ ZIP Code: 85648	
Signature: [signature] Date: 4-29-20 Telephone: (520) 281-4223	

REGISTERED LAND SURVEYOR CERTIFICATE NO 29879 JAMES A. LaPUZZA Date Signed 4-29-20 ARIZONA U.S.A. EXP 9.30.23

Seal Here

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)

SEC. C2e; BOTTOM OF ELEC. OUTLET ON WALL AT FRONT OF STRUCTURE. (DETACHED WALL)

FINAL

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (Including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 2342 BALDERAIN LANE			Policy Number:
City TUBAC	State ARIZONA	ZIP Code ☐ 85646	Company NAIC Number

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is 3.0 ☒ feet ☐ meters ☒ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is 4.2 ☒ feet ☐ meters ☒ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is NA. ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is NA. ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is 3.03 ☒ feet ☐ meters ☒ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☒ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name			
JAMES A. LAPUZZA, RLS			
Address PO BOX 4603	City RIO RICO	State AZ	ZIP Code ☐ 85648
Signature	Date 4-29-20	Telephone (520) 281-4223	

Comments

NONE

☐ Check here if attachments.

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FINAL

ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (Including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 2342 BALDERAIN LANE			Policy Number:
City TUBAC	State ARIZONA	ZIP Code 85646	Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the Instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

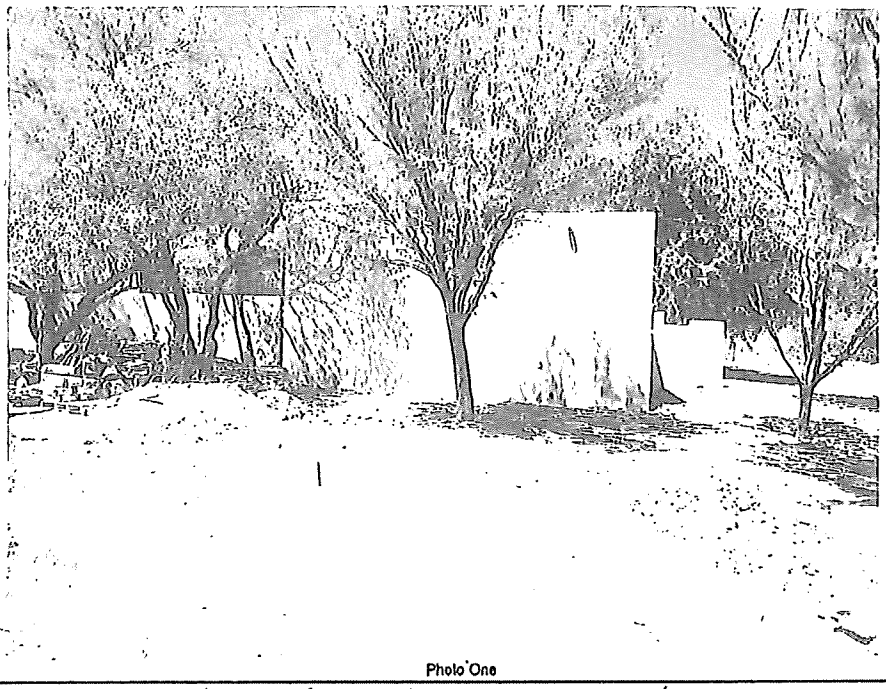

Photo One

Photo One Caption FRONT VIEW FROM SOUTH 4-28-20

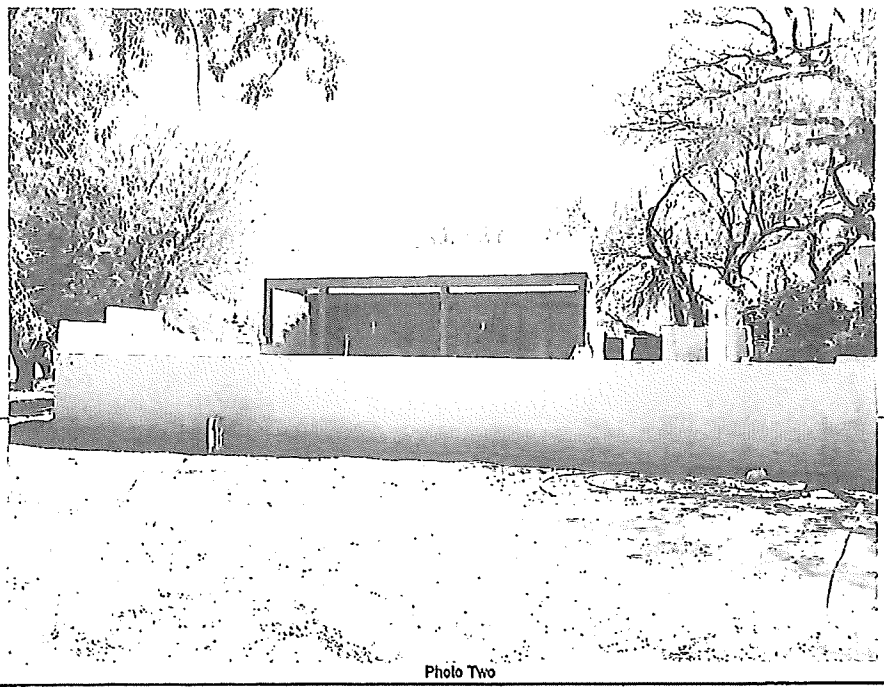

Photo Two

Photo Two Caption REAR VIEW FROM NORTH 4-28-20

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320 MI
360 PP/A/PPV

Jesus J. Valdez, P.E.
General Manager

FLOOD CONTROL DISTRICT
AND
FLOODPLAIN ADMINISTRATION

SANTA CRUZ COUNTY

Memorandum

To: Builders, Contractors, Lending Institutions, Real Estate Agents, Engineers, Surveyors, and Insurance Agents

From: John Hays, Floodplain Coordinator

CC: Jesus Valdez, P.E, General Manager

Date: September 10, 2020

Re: **Floodplain Information Services for Unincorporated Santa Cruz County and the City of Nogales, Arizona.**

As a public service, the Santa Cruz County Flood Control District will provide the following information upon request:

- Whether a property is in or out of the Special Flood Hazard Area (SFHA) as shown on the current Flood Insurance Rate Maps (FIRM) of the unincorporated County and the City of Nogales, or if the property is in a locally regulatory floodplain regulated under the Santa Cruz County Floodplain and Erosion Hazard Management Ordinance #2001-03.
- Additional flood insurance data for a site, such as FIRM Zone and the base flood elevation or depth, if shown on the FIRM. We also will calculate a base flood elevation for Zone A Special Flood Hazard Areas, on request.
- Additional regulatory information for a site such as the presence of Locally Regulated Floodplains and Erosion Hazard Setbacks.
- Basic level information (Site Review) on the requirements of the Santa Cruz County Flood Control District for construction on flood prone property, as well as suggestions for mitigating flooding issues on a property. This includes onsite visits to review the existing conditions (flooding and drainage issues).
- Floodplain Use Permits for any and all work to be performed in any regulatory floodplain (including new buildings, remodels and repairs of existing buildings, fences, walls, septic systems, excavation, etc.)
- We have several handouts available of the flood insurance purchase requirement that can help people who need a mortgage or loan for a property in the SFHA.
- We have several handouts available of the requirements and procedures for development within all flood prone areas within unincorporated Santa Cruz County and the City of Nogales, including How to Develop Floodprone Land, How to Obtain a Floodplain Use Permit, Riparian Habitat/Floodplain Open Space, and Water Harvesting and Rain Gardens.

All of the public information brochures, standards and the Santa Cruz Floodplain and Erosion Hazard Management Ordinance, # 2001-03, are available on the internet at: http://www.santacruzcountyaz.gov/238/Flood-Control. Clean, blank copies of the Flood Hazard Information Sheets for Unincorporated Santa Cruz County and the City of Nogales are also available on the site at http://www.santacruzcountyaz.gov/DocumentCenter/Home/View/3222 and at http://www.santacruzcountyaz.gov/DocumentCenter/Home/View/3221. Most of the files do require Adobe Acrobat Reader. We are testing a fully online system of submitting the information. It is still in the testing phase but is available at https://www.santacruzcountyaz.gov/787/FHIS

Please use the current form and please use the correct form for the property. City of Nogales for properties that are in the City of Nogales, etc.. We receive a number of requests on the wrong form or on old forms and this delays us in providing the information back. Help us by using the correct current form. Thank you.

275 Rio Rico Drive Rio Rico, Arizona 85648 (520) 375-7830 Fax (520) 375-7846 TDD (520) 761-7816

Enclosed, please find some pages of information of floodplain safety and insurance information we encourage you to share with your clients.

Due to the high volume of inquiries we receive, we are unable to process requests by telephone. Inquiries can be made via the fax, in person, mail, email, and the internet. We have a link on our website that allows for Flood Hazard Information requests to be sent in via the internet. If you would like to make an inquiry, please provide the street address or tax code identification number, and, if available, the subdivision, lot, and block number. We are open 8:00 am to 5:00 pm Monday-Friday. Fax us at (520) 375-7846, or drop by the Santa Cruz County Flood Control District office in the County Complex at 2150 North Congress Drive, Room 116, Nogales, Arizona. **Again, due to the high volume of inquires please allow a minimum of ten business days for a reply for emailed, faxed mailed and emailed inquiries.** All walk-in inquiries, limited to three per person per visit, will be handled as soon as possible depending on personnel availability. **Floodplain Use Permits and Site Review Requests generally take about 10 working days to complete,** depending on workload at the time of application. We do strongly suggest and request realtors request the floodplain status of a property as soon as the property is listed with them. We also request contractors check the floodplain status of a lot before commencing on the design for the property as the floodplain regulations and requirements may control some aspects of the final design. Requests for the floodplain status of a property on the same day or within hours, or minutes, of closing may not receive an immediate answer depending on personnel availability.

There are currently no charges for these services. The Flood Control District also has completed FEMA Elevation Certificates for buildings constructed in the floodplain since June of 2001 which have been submitted to the District. Blank copies of Elevation Certificate forms for Unincorporated County and the City of Nogales can be found on our website at http://www.santacruzcountyaz.gov/238/Flood-Control

Please be advised Santa Cruz County participates in the Community Rating System of the National Flood Insurance Program, and is rated as a Class 8 Community. This translates into of 10% discount in Flood Insurance Premiums for all structures in a Special Flood Hazard Area (Zone A, AE, A1-30, AH, and AO) as shown on the Flood Insurance Rate Maps for Unincorporated Santa Cruz County, and a 5% discount in Flood Insurance Premiums for all other structures in unincorporated Santa Cruz County, Arizona. Due to changes in the program, we dropped a class but are dedicated to improving our rating and increasing the discounts again.

Other Useful Links –

Ordinance and Standards http:// www.santacruzcountyaz.gov/261/Ordinance-Standards
Brochures http:// www.santacruzcountyaz.gov/239/Brochures
Digital Flood Insurance Rate Maps from FEMA as PDF files http://www.santacruzcountyaz.gov/243/Digital-Flood-Insurance-Maps
GIS Based Web Maps https://gis.santacruzcountyaz.gov/flood/index.html Use the DFIRM Map to search for parcels by address.
Use DFIRM Panels to download full copies of the effective maps.
Floodplain Use Permit Application http://www.santacruzcountyaz.gov/DocumentCenter/Home/View/3202
Floodplain Use Permit Electronic Application https://www.santacruzcountyaz.gov/738/Flood-Plain-Use-Permit
Site Review Application http:// www.santacruzcountyaz.gov/DocumentCenter/Home/View/3215
Flood Hazard Information Sheet Electronic Application (Beta testing) https://www.santacruzcountyaz.gov/787/FHIS
Facebook Feed https://www.facebook.com/SCCFCD
Twitter Feed https://twitter.com/SCCFCD
Instagram Feed https://www.instagram.com/sccfcd/
Water Harvesting Guide http:// www.santacruzcountyaz.gov/DocumentCenter/Home/View/3213
Flood Warning System https://santacruz.jefulleralert.com/jefmap/

320 MI
360 MAHPV

Flood Control

Services

As a public service, the Santa Cruz County Flood Control District will provide the following information upon request:

- Whether a property is in or out of the Special Flood Hazard Area (SFHA) as shown on the current Flood Insurance Rate Maps (FIRM) of the unincorporated County and the City of Nogales, Arizona. Also provide information on if the property is in some other regulatory flood or erosion hazard area.
- Additional flood insurance data for a site, such as FIRM Zone and the base flood elevation or depth, if shown on the FIRM
- Additional information on regulatory floodplains, floodways, erosion hazard setback areas, and riparian habitat, which should be preserved to protect the natural and beneficial functions of the floodplain.
- Basic level information (Site Review) on the requirements of the Santa Cruz County Flood Control District for construction on flood prone property
- We have several handouts available of the flood insurance purchase requirement that can help people who need a mortgage or loan for a property in the SFHA
- We have several handouts available of the requirements and procedures for development within all flood prone areas within unincorporated Santa Cruz County and the City of Nogales, Arizona
- Review and investigation of drainage complaints regarding activities within the floodplain, such as filling, construction, or the alteration, diversion, or obstruction of the flow of water
- Provide Flood Protection Assistance to property owners through our Site Review Process. Our Certified Floodplain Manager(s) on staff will review the conditions on your property and provide you with written information on steps you can take to help protect your property and reduce the threats of flooding and erosion, especially to your home or business.
- We have several handouts available regarding how you can protect your property or modify you property to make it more flood resistant. See our Brochures, Helpful Links, Ordinance & Standards, and Engineers & Surveyors pages.
- Provide maps of properties showing the location of floodplains on the property, both current and past FEMA Special Flood Hazard Areas and locally regulatory floodplains, and providing the topography on the property with a 2 foot contour interval
- Provide, via a Site Review, advice on potential ways of reducing or preventing flooding and flood related damages to private Property
- The Santa Cruz County Flood Control District maintains a record of all Elevation Certificates that have been submitted as a requirement for Floodplain Use Permits for all structures, Pre-FIRM and Post-FIRM, since June 1, 2001, that have received a Floodplain Use Permit and complied with all requirements of said permit
- Live Link to the District's ALERT Flood Warning System, see rainfall and stream flow gauge data. Rain Gauge and Radar Data

Make an Inquiry

Attached is a copy of the appropriate forms and information available from the district.

If you would like to make an inquiry please either contact the office, or submit a Flood Hazard Information Sheet for either the Unincorporated County or the City of Nogales. Download the form and open in Adobe Reader. Fill out the form and hit the "Send Form" button. Please provide the tax code identification number (assessors property number) and or street address, and if available, the legal description, and submit the form to the Santa Cruz County Flood Control District.

Contact

We are open Monday - Friday, 8 a.m. - 5 p.m. Fax us at 520-761-7846, call us at 520-375-7830, or drop by the Santa Cruz County Flood Control District office:

275 Rio Rico Drive
Rio Rico, AZ 85648

For all inquiries via the fax or phone, please allow up to 10 business days for a reply. All walk-in inquiries will be handled as soon as possible depending on personnel availability. There is currently no charge for these services.

Mission Statement

The mission of the Flood Control District and Floodplain Administration of Santa Cruz County is to provide flood hazard identification, regulation, remediation, and education to the people in Santa Cruz County so that they can reduce their risks of injury, death, and property damage due to flooding while enjoying the natural and beneficial values served by floodplains.

Division Goals & Objectives

To minimize flood and erosion damages for all county residents, property and infrastructure through a variety of flood control and natural resource management activities.

Contact Us

John E. Hays, CFM
Floodplain Coordinator
Email

Gabilondo-Zehentner Building
275 Rio Rico Drive
Rio Rico, AZ 85648

Ph: 520-375-7830
Fx: 520-761-7846

Hours
Monday - Friday
8 a.m. - 5 p.m.

Staff Directory

Important Information – Download the fillable forms and open in Adobe Reader. Fill out the form and hit the "Send Form" button.

Update!

Enable Google Translate

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320 MI

Effective September 1, 2017

SANTA CRUZ COUNTY FLOODPLAIN MANAGEMENT

275 Rio Rico Drive
Rio Rico, Arizona 85648
Office: (520) 375-7830 FAX: (520) 375-7846 Web: www.santacruzcountyaz.gov

FLOOD HAZARD INFORMATION SHEET – Unincorporated County

TO BE COMPLETED BY REQUESTOR (ALL INFORMATION MUST BE PROVIDED):

Property Address 1444 AGUAYO CT, RIO RICO, AZ 85648
Property Tax Code (APN) 116-03-323
Township____ Range____ Section____ Map Requested if checked ☐
Legal Description SUB RIO RICO RANCHETTES UNIT NO.4 LOT 98 OF BLK 41 contours ☐
Requestor Name Alden Martin Phone (727) 348 - 0924
EMAIL aldenmartin@msn.com FAX ( ) -

Send Form

TO BE COMPLETED BY SANTA CRUZ COUNTY Received 1/28/20 Code Phone

*STATUS

1. The property is located in a Special Flood Hazard Area (SFHA) on a National Flood Insurance Program (NFIP) Flood Insurance Rate Map (FIRM) — N
   - NFIP community # 040090
   - FIRM map panel # 04023C-0265C
   - Date of FIRM panel 12/12/11
   - LOMR/LOMA date
   - FIRM zone X
   - Estimated Base Flood Elevation TBD ☐ ft above grade ☐ NAVD 1988
   - Estimated Regulatory Flood Elevation TBD ☐ ft above grade ☐ NAVD 1988
2. The main structure on the property is located in the SFHA indicated in (1), requiring insurance. — NA
   NOTE: *Federal law requires a FEMA Flood Insurance Policy be obtained as a condition of a federally-backed mortgage or loan secured by a building located within a SFHA (Zones A, AE, AH, AO, AR, A99, V, or VE) as shown on the FIRM.* ***Therefore if Y (Yes), then Flood Insurance IS required.***
3. The property is located in a **Locally Regulatory Floodplain.** — P
   NOTE: Floodplain Use Permit required; Federal Flood Insurance recommended but **not** required.
4. The property is located in a mapped **FLOODWAY**, where most uses are prohibited by Federal Regulations and local ordinance, especially fill and structures. — N
5. The property is located in an **Erosion Hazard Setback Area.** (Estimated 75 Feet from top of bank) — P

*STATUS KEY: Y = Yes, N = No, P = Partial or Part of, NA = Not applicable, TBD = To Be Determined

The above information is based on the best data resources currently available. Be advised flood hazard status is subject to change without individual notice. Base Flood and Regulatory Flood Elevations, and erosion hazard setbacks, when provided, are approximate estimates and are subject to change based on more detailed analysis by District Staff. This letter does not imply the referenced property will or will not be free from flooding or flood related damages. A property indicated as not being in a floodplain may still be damaged by a flood greater than that which is regulated, by a local drainage problem not identified, or not regulated. This letter does not create liability on the part of the provider, or any officer or employee thereof, for any damage resulting from reliance on this determination.

Santa Cruz County Floodplain Management Signature — 1/28/2020 Date

Note:

- ☐ PROPERTY CONTAINS REGULATED RIPARIAN HABITAT AREA
- ☐ REVIEW OF SITEPLAN REQUIRED IF CHECKED (for new construction)
- ☐ FLOODPLAIN USE PERMIT REQUIRED IF CHECKED (for new construction)
- ☒ ALL IMPROVEMENTS (STRUCTURES AND SEPTIC SYSTEMS) TO BE OUTSIDE OF ALL FLOODPLAINS IF CHECKED

This form available online at http://www.santacruzcountyaz.gov/238/Flood-Control

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Digital Flood Insurance Rate Map - GIS Version

Disclaimer

This map is a product of the Santa Cruz County GIS and has been created by the Santa Cruz County Flood Control District with the intent of demonstrating the locations of the Floodplains for all of Santa Cruz County, AZ.

This mapping is for informational and regulatory purposes only. For Flood Insurance purposes please see the actual DFIRMs.

Parcel information is known to be incomplete, and known to not necessarily match base photo.

Flood Insurance is Required for Structures with a mortgage in Zones A, AE, and AO per Federal Regulations.

Legend

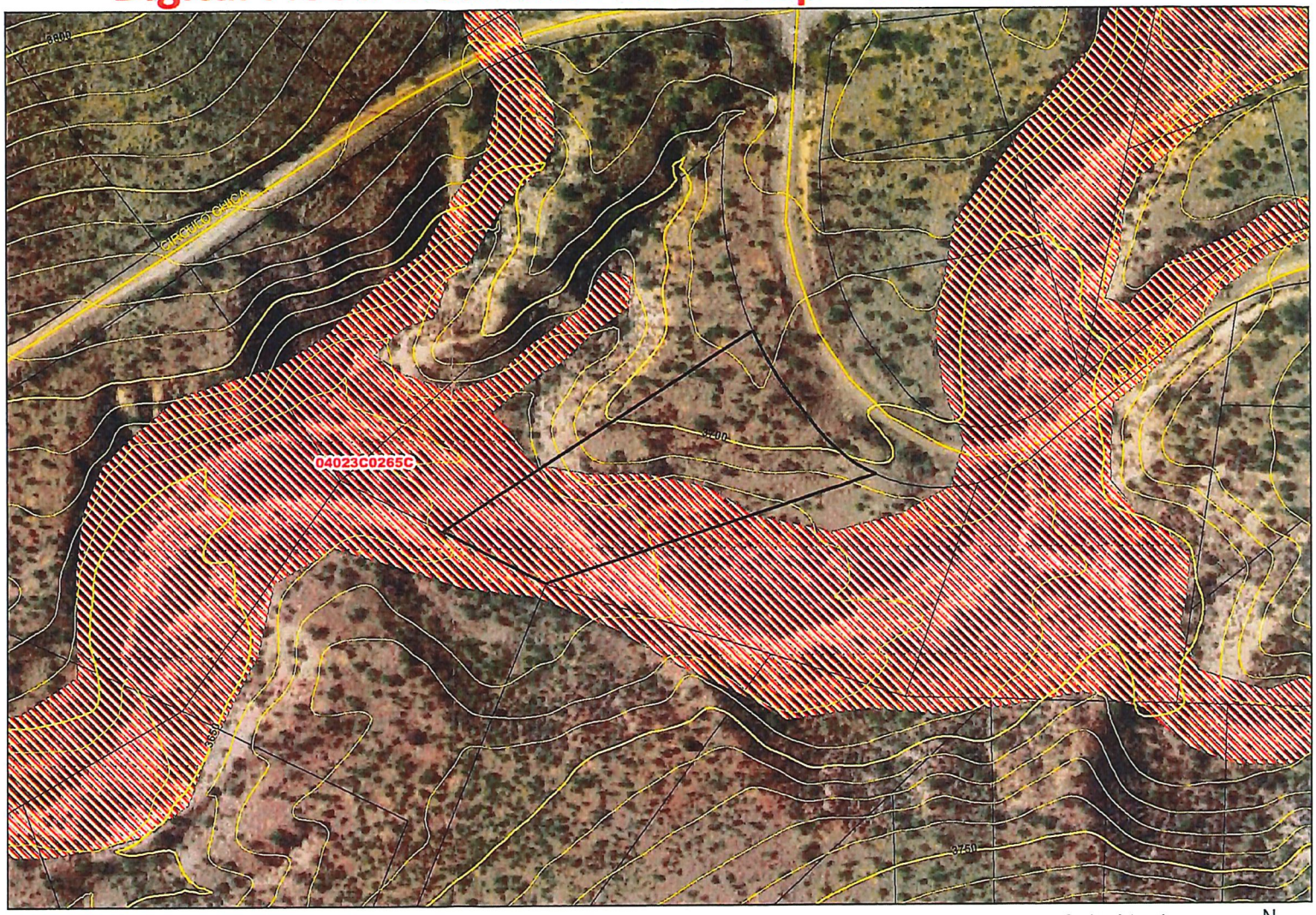
- Letter of Map Amendment (LOMA)
- Floodplain Use Permit
- Site Review
- Flood Hazard Information Sheet
- Calculated Base Flood Elevations
- 100 Year Discharge Estimates
- Base Flood ELevation
- Cross Section

SFHA

- FLOODWAY - No Construction Permitted
- A - 1% Flood w/o Elevation
- AE 1% Flood with Elevations
- AO - Sheet Flood 1, 2, or 3 feet deep
- X (Shaded) - 0.2% Flood
- X - Minimal Risk (Federal)
- D - Flood Risk Unknown (Federal)

DFIRM Panels

- Locally Regulatory Floodplain Areas
- Santa Cruz County
- Roads



0 100 200 400 600 800 Feet

1:1,200

Contour Interval

Ten Foot Contours

0

Index Contour

N W E S

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360 PPA IPPV

FLOOD CONTROL DISTRICT
AND
FLOODPLAIN ADMINISTRATION

SANTA CRUZ COUNTY

Jesus J. Valdez, P.E.
General Manager

August 13, 2020

Ms. Julia Marquez
84 Alami Ct.
Rio Rico, AZ 84648

Ms. Melissa Angulo
85 Alami Ct.
Rio Rico, AZ 84648

Ms. Eva Pina
83 Alami Ct.
Rio Rico, AZ 84648

RE: **Drainage Complaint regarding damage from rainwater at 84 Alami Ct. in Rio Rico, Az.**

Dear Ms. Marquez, Ms. Angulo, and Ms. Pina,

The Santa Cruz County Flood Control District received your drainage complaint regarding the flow of water on your properties and more specifically damage to the wall at 84 Alami Ct., on August 6, 2020. I made a site visit to the property on August 14th were I visited with Ms. Marquez, and spoke with her through her daughter-in-law. I have had a chance to review the situation and here are my findings.

Please note that this situation does not fall within the jurisdictional authority of the Santa Cruz County Flood Control District. The drainage area affecting the properties is just under 6 acres of land, when the two watershed affecting the property are combined. A regulatory drainage in the Santa Cruz County Floodplain and Erosion Hazard Management Ordinance #2001-03 (Ordinance) has a discharge of at least 50 cubic feet of water per second during the one percent storm event. On average that would be a drainage area of at least 10 acres. As best the drainage area affecting you is creating a discharge on the order of 30 cubic feet per second. Therefore, I must unfortunately inform you the District has no regulatory authority to cause any changes to happen.

Based on my site visit, walking the three properties with Ms. Marquez, I came to the conclusion that the culverts that seem to be the source of some of the problem were not installed by the County, but rather were installed by the builders. I base this on three reasons. First, the drainages, to the best of my ability to find, are not dedicated easements to the County for drainage. As such we would have no reason to place infrastructure to try to control the flow of water, and it would not be legal for the County to have done so. Secondly, for 83 and 85 Alami Ct., both homes were built after 2001. The current Ordinance, referenced above, set limits on what the District does and does not have jurisdiction over. Prior to that Ordinance, the County had no jurisdiction over any flood area that was not on the federal Flood Insurance Rate Maps as a high hazard area. The 2001 Ordinance changed that. I happened to have been the person who wrote the Ordinance and have been the one enforcing it since its adoption. It would have been up to me to review and permit the placement of the culverts should the watersheds be jurisdictional, and these have never come before me until this complaint. In situations such as this, I would never recommend the placement of culverts that span the entire property because that can and will create flooding issues in the future, especially since the culverts cannot be properly maintained. Finally, based on the aerial photography taken in 2004, I can see that one of the two lots (83 I believe) was actually under construction when the image was taken and I believe I can see signs of the culvert through that property at that time, while the lot between is unconstructed and the channel is clearly visible, so the culvert(s) there had to have been done when the home was constructed. Therefore, I must conclude that the individuals responsible for the situation, as it stands today, were the builders.

However, that does not solve the problem, nor address the issue in any way but serves to give us an understanding of the history of the cause of the situation, as it can be pieced together. The solution I would most strongly recommend would be to remove as much of the culverts, as possible, leaving only what is needed for the driveways for both 83 and 85 Alami Ct., and re-establish the channel areas so

275 Rio Rico Drive Rio Rico, Arizona 85648 (520) 375-7830 Fax (520) 375-7846 TDD (520) 761-7816

that water will flow, perhaps a little more slowly, and could be absorbed by the land instead of being concentrated at one point along the wall for 84 Alami Ct. If the reconstructed channel areas were to include water harvesting techniques (see the enclosed handouts) then this would help reduce the flow reaching 84 Alami Ct and help reduce the problem at that location. But I cannot say that it will eliminate them, especially in very large storm events.

Addressing the issue at 84 Alami is a little more difficult as there is more improvements (i.e. concrete) covering the area needed to address the issue. Essentially, a drainage path needs to be re-established here too, to move the water from the point where it enters the property (the buried culvert where the wall collapsed), to the north where the water wants to drain out of the property. However, doing this would require the driveway to be restructured, probably being cut and having a shallow v-shaped ditch installed (probably 6 feet wide and 6 inches deep at the deepest). I have enclosed a map of the area with my recommendations on it for your review. If there are questions, please feel free to contact me. As with the recommendation for 83 and 85 Alami, anything that can be done to harvest and use the water for the landscaping will better the situation. There are other potential solutions to the issue, but they will not be as effective, I believe, as what I have suggested above. Please be advised that it may be advisable to have an Arizona Registered Professional Engineer also evaluate the situation and develop alternative solutions.

As for the wall, I would strongly recommend that the wall, when reconstructed, be built to meet retaining wall requirements. Based on what I saw on the 14th, the wall was never designed or constructed to withstand and lateral pressure, and I am not sure that the portions of it that are acting as a retaining wall were ever properly constructed as such. This makes me think the situation with the wall is definitely unsafe. I spoke to the Building Department about it, and was informed they have already recommended that the property owner have an engineer inspect the wall.

Thank you for your consideration and cooperation in regards to this matter. I hope I have been able to address your concerns adequately and provide you some insight as to how you could proceed to be able to address the situation. Please feel free to contact me at (520) 375-7830 or by email at jhays@santacruzcountyaz.gov to discuss this matter. Thank you.

Sincerely

John E. Hays, E.I.T., CFM
Floodplain Coordinator

C: Jesus Valdez, P.E., General Manager
Drainage Complaint #2020-006

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360 PPA/PPV

SITE REVIEW REQUEST
SANTA CRUZ COUNTY FLOOD CONTROL DISTRICT
275 RIO RICO DRIVE
RIO RICO, ARIZONA 85648

TO BE FILLED OUT BY REQUESTOR (PLEASE PRINT CLEARLY):

DATE	TOWNSHIP	RANGE	SECTION	TAX CODE (APN)
9/22/2020	205	18E	29	109-66-038

	LAST NAME	FIRST NAME	PHONE
SITE OWNER:	BOSTOCK	TODD	520-455-5141
REQUESTOR:	NERLAND	David	602.430.0712
REQUESTOR EMAIL	dave.nerland@inspirehomeloans.com		

	ADDRESS	CITY	ST	ZIP
SITE:	96 Upper Elgin Road	Elgin	AZ	85611
REQUESTOR:	7702 E Doubletree Ranch Rd Ste 300	Scottsdale	Az	85258

SUBDIVISION & LOT # (OR OTHER LEGAL DESCRIPTION):	See attached
DESCRIPTION OF PROPOSED USE OF PROPERTY:	Single Family Residence
DESCRIPTION OF ANY SUPPORTING INFORMATION BEING SUBMITTED:	legal description Flood hazard insurance sheet

The undersigned requests information regarding the requirements of the SANTA CRUZ COUNTY FLOODPLAIN AND EROSION HAZARD MANAGEMENT ORDINANCE, #2001-03, for Santa Cruz County, ARIZONA, for new construction or substantial improvement, et al, of the referenced property based on the proposed use of the property indicated above. Furthermore, the undersigned grants access to the property as needed during the permitting and construction process to perform any necessary inspections or evaluations

REQUESTOR SIGNATURE->	[signature]

THIS PORTION AND REVERSE TO BE COMPLETED BY FLOOD CONTROL DISTRICT:

RECD BY	DATE RECD	NUMBER	CODES	AREA	ZONES	PANEL / DATE	PREPARED BY / DATE
[signature]	9/22/20	20-007	Elev		A, X	150C 12/2/11	[signature] 9/22/2020

THIS IS NOT A FLOODPLAIN USE PERMIT The information is provided regarding requirements of the Ordinance for new construction/substantial improvement of, or flood protection/mitigation, or flood insurance purposes for the referenced property. The information is provided to assist interested parties in understanding the general and most common conditions associated with the floodplain use permitting process which may affect the usability and/or value of the property. This information is provided based on the planned site use indicated above (if any), without the benefit of an application for a permit for a specific use (e.g., house, fence, mobile home etc.) and is for general information purposes. Other conditions may apply depending on the specific use. This information is subject to change without notice as property, technical or regulatory conditions change. *A Floodplain Use Permit is required for any specific uses within the floodplain* and such permit most likely will contain specific conditions for specific uses. ***This information is not valid unless signed below by a representative of the Santa Cruz County Flood Control District.***

SIGNED	[signature]	DATE	9/22/2020

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Interoffice Memorandum

To: Board of Supervisors

From: Jeff Terrell, Health Services Director

SUBJECT: REQUEST APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) WITH COMMUNITY MEDICAL SERVICES (CMS) FOR THE DELIVERY OF OPIOID TREATMENT MEDICATION FOR THE MEDICATION ASSITED TREATMENT OF INMATES AT THE SANTA CRUZ COUNTY JAIL

DATE: SEPTEMBER 29, 2020
CC: Jennifer St. John, County Manager

Recommendation:
Staff recommends that the Board approve the MOU with CMS for the delivery of opioid treatment medication for the medication assisted treatment of inmates at the Santa Cruz County Jail.

Background:
It is the policy of the Santa Cruz County Jail to dispense opioid treatment medications in the best interest of the inmate, as prescribed by the medical provider in accordance with federal and state regulations and to implement measures to minimize the potential risk for opioid diversion in the community.

Financial Implications:
No financial implications.

Proposed Motion:
Move to approve the MOU with CMS for the delivery of opioid treatment medication for the medication assisted treatment of inmates at the Santa Cruz County Jail.

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This Memorandum of Understanding ("MOU") is entered into between Community Medical Services ("CMS") and Santa Cruz County Detention Center (SCCDC) ("Receiving Facility") and the Santa Cruz County Jail District.

Whereas CMS operates an Opioid Treatment Program in Nogales, Arizona and wishes to provide for the continuation of care for inmates receiving medication-assisted treatment ("Continued Treatment");

Whereas the Receiving Facility operates a Detention Center in Nogales, Arizona and wishes to provide Continued Treatment in the event that an inmate in need of Medication Assisted Treatment (MAT) is now an inmate at the Receiving Facility;

Therefore, in consideration of the matter described above and of the mutual covenants contained herein, the parties agree as follows.

1. **Scope of Service.** In the event that an inmate needing MAT treatment enters the Receiving Facility, the Receiving Facility agrees to permit a CMS Nurse to provide delivery of opioid treatment medication prescribed by a CMS Medical Provider.

   A full Scope of Service can be reviewed in Addendum A attached.

2. **Responsibilities of the Parties.** Each party shall obtain properly executed releases from inmates authorizing the provision of pertinent treatment and demographic information to the other party to enable the provision of the Continued Treatment services.

3. **Term.** This MOU is effective as of the date of execution ("Effective Date") by both parties and shall continue until the one-year anniversary of the Effective Date. Upon expiration of the initial term, this MOU shall be automatically renewed for one (1) year terms thereafter until terminated.

4. **Relationship of Parties.** This MOU shall not be construed to create any agency, partnership, joint venture, or employment relationship between CMS and SCCDC. Each of the party's obligations under this MOU are nonexclusive and shall not be construed as limiting either party's ability to arrange for similar or identical coverage of Continued Treatment services from other providers of such services.

5. **Insurance.** Each Party shall maintain in full force and effect all necessary insurance coverages, including commercial and professional liability/malpractice coverages, providing coverage for the Continued Treatment services provided under this MOU.

6. **Indemnification.** Each party agrees to assume its own liability for any and all claims of any nature.

7. **Confidentiality.** The parties acknowledge that SCCDC and CMS are fully bound by the provisions of State and Federal regulations governing confidentiality of patient health information; specifically the federal Confidentiality Law for Substance Use Disorder Patient Records, 42 U.S.C. 290dd-2, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act of 1996, as amended, 45 C.F.R. Parts 160 & 164, applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH"). These confidentiality obligations shall continue upon termination of this MOU.

8. **Governing Law.** This MOU shall be construed in accordance with and governed by the laws of the State of Arizona and shall further be subject to all applicable federal laws, rules, and regulations.

9. **Counterparts.** This MOU may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument, but all of such counterparts taken together

. . .

. . .

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shall be deemed to constitute one and the same instrument.

"CMS"

Community Medical Services _____, ____, an _____

By: _____

Its: _____

Date: _____

"SCCDC"

Santa Cruz County Detention Center

_____,____,

an _____

By: _____

Its: _____

Date: _____

Santa Cruz County Jail District

_____,____,

an _____

By: _____

Its: _____

Date: **October 6, 2020**

Approved to form:

_____

Kimberly Hunley, Chief Deputy County Attorney

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MAT at Santa Cruz County Detention Center (SCCDC)

Memorandum of understanding (MOU)

Addendum A: Scope of Service

Community Medical Services
CONNECTING RECOVERY | HEALING COMMUNITIES

1. **Populations Served:**

Phase 1:

Pregnant women remanded to SCCDC (currently receiving MAT services or has an Opioid Use Disorder that is currently untreated.)

CMS clients already receiving MAT services who are booked to SCCDC.

Phase 2: Inmates receiving MAT services with agencies other than CMS and booked to SCCDC.

Phase 3: Supporting Inmates who are not receiving MAT services.

2. **Procedures:**

Pregnant women and inmates continuing MAT services (Phase I & II)

1. SCCDC will interview detainee and identify need for MAT services.
2. SCCDC staff contact CMS via email at CMSNogales@cmsgiveshope.com with the following information:
    i. Inmate's name
    ii. Inmate's date of birth
    iii. If inmate is pregnant, include estimated due date
    iv. Release of Information signed by inmate for CMS and SCCDC
    v. If inmate is receiving MAT from another agency:
        1. Name of agency supporting inmate with MAT
        2. Release of Information signed by inmate for CMS and inmate's MAT agency
    vi. If pregnant inmate is new to MAT (not currently on MAT medications):
        1. Copy of physical examination completed by SCCDC or other health provider or hospital.
3. CMS Staff will coordinate with SCCDC clinic and CMS nursing staff to begin deliveries for medication for dosing starting day after intake and for duration of incarceration.
4. For inmates receiving MAT services from another agency, but are being supported by CMS during incarceration:
    i. After two-weeks of Courtesy Dosing, CMS will work with the inmate's agency to transfer the inmate's care completely to CMS for the duration of the incarceration. Dosing will not be interrupted during this time.

Non-Pregnant Inmates new to MAT services (Phase III)

1. SCCDC staff will identify inmate suffering from OUD and inform inmate of availability of MAT services.
2. SCCDC staff contact CMS via email at CMSNogales@cmsgiveshope.com with the following information:
    ii. Inmate's name
    iii. Inmate's date of birth
    iv. Release of Information signed by inmate for CMS and SCCDC

3. After two-weeks of Courtesy Dosing, CMS will work with the inmate's agency to transfer the inmate's care completely to CMS for the duration of the incarceration. Dosing will not be interrupted during this time.
    i. If inmate declines MAT services SCCDC will follow SCCDC polices and procedures.

3. Coordination of Care.

1. Delivery, Dosing and Detox:
    i. Delivery
        1. CMS Nursing Staff will transport medication for SCCDC inmates receiving MAT services to SCCDC.
        2. Doses will be delivered to SCCDC weekly on day and time agreed upon by SCCDC and CMS. *(Once SCCDC COVID 19 precautions are lifted, delivery days and administration procedures will be reevaluated. CMS daily deliveries of medications will be considered).*
        3. Currently SCCDC has agreed to receive doses of medication and hold in Pharmacy for administration observation by SCCDC staff.
        4. SCCDC medical staff will notify CMS of inmates who have court 24-48 hours prior to delivery of doses for day of court so that doses will be available in time.
    ii. Dosing
        1. CMS to provide all MAT services, including a nurse to administer and/or deliver medication on agreed upon days.
            a. Due to COVID restrictions, CMS nurse will not administer doses in the facility until further notice. As an alternative, CMS nurse will deliver doses to the jail per the above-outlined procedures.
            b. CMS nurse may return to administration of doses as soon as SCCDC deems it safe and appropriate to do so. CMS requests notice from SCCDC that daily medication administration can commence at least 14-days prior to desired start date.
        2. Doses for subsequent days, Sundays, and Holidays, will be delivered the day before and held in Pharmacy to be presented to inmate at med pass by SCCDC medical staff.
    iii. Detox
        1. *CMS does not support inmates detoxing from substances as part of their programming. If an inmate must taper off of MAT, CMS supports this occurring only if medically supervised.*
        2. Individuals on Vivitrol will be continued on Vivitrol (Per CMS/SSDC MOU)

2. Counseling/ Peer Support; CMS staff who are approved to enter SCCDC (counselor or Peer Support Specialist) will visit inmates weekly (in person or via internet, as arranged with the facility) to coordinate inmate rehabilitative and release goals.

4. **Program Coordination and Reporting.** During the initial phase, Santa Cruz County and CMS will meet on a monthly basis to discuss how the program is working and set program goals.

SCCDC

1. Will be responsible for identifying inmates Jailed at SCCDC diagnosed with OUD or in need of OUD services.
2. Will attend OUD/ Methadone 101 education to better support inmate in SCCDC with OUD and receiving MAT.

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3. Will be responsible for conducting onsite assistance with tele-health and scheduling.
4. Will identify who conducts the nurse-nurse reports for release to be done 5 days prior to patients' actual release.

CMS

1. CMS Correctional Health Team will coordinate care with SCCDC staff as needed to support Inmates receiving MAT services while incarcerated in SCCDC to include, but not limited to:
    i. Inmate Counseling
    ii. Inmate Care staffing
    iii. Inmate Family/ System Support education
    iv. Inmate resource research
    v. Inmate Transition Planning
    vi. Naloxone Education and training
    vii. Inmate transportation
2. CMS will document in their own records and provide documentation to SCCDC with approved Release of Information.
3. CMS will provide copies of documentation to SCCDC on a weekly basis to be scanned into patients' charts that are participating in the program.
4. CMS will be responsible for the control and documentation of all MAT medications delivered or administered to the jail.

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ARIZONA SUPERIOR COURT
SANTA CRUZ COUNTY

Thomas Fink
Presiding Judge of Superior Court
Division I

Denneen Peterson
Pro Tem Judge

Anna M. Montoya
Judge of Superior Court
Division II

Primitivo Romero III
Court Administrator

To: Santa Cruz County Board of Supervisors

From: Primitivo Romero III

Re: Intergovernmental Agreement

Date: September 24, 2020

Recommendation: The Board is asked to approve an intergovernmental agreement between Pima County, Santa Cruz County and the Santa Cruz County Superior Court for in-custody restoration to competency services. Said agreement would run from December 1, 2020, through November 30, 2025.

Background: For several years now, Santa Cruz County has had an intergovernmental agreement with Pima County for competency restoration services involving individuals who are in-custody. This would be a continuation of the agreement that is due to expire on November 30, 2020.

Suggested Motion: I move that the board approve the intergovernmental agreement between Pima County, Santa Cruz County and the Santa Cruz County Superior Court for in-custody restoration to competency services.

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Intergovernmental Agreement
Between
Pima County, Santa Cruz County and the Santa Cruz County Superior Court
For Restoration to Competency Services

Pima County Contract Number: CTN-BH-21*PENDING

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, ("PIMA") and Santa Cruz County ("SANTA CRUZ"), bodies politic and corporate of the State of Arizona, and the SANTA CRUZ County Superior Court, collectively ("The Parties") pursuant to A.R.S. § 11-952.

Recitals

A. The Parties may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq;

B. SANTA CRUZ is authorized pursuant to A.R.S. § 13-4512 to designate its Restoration to Competency Program and has so designated the Pima County Restoration Program;

C. The Parties desire to enter into an agreement for the provision of restoration to competency services for SANTA CRUZ pre-trial detainees;

D. SANTA CRUZ detainees will remain under the jurisdiction of Santa Cruz County Superior Court for SANTA CRUZ criminal matters and will be assigned a defense attorney and prosecutor from SANTA CRUZ;

E. This Agreement supersedes and voids all prior agreements regarding restoration to competency services between Pima County and Santa Cruz County.

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

Agreement

1. Purpose

1.1 The purpose of this IGA is to set forth the terms and conditions for admission of SANTA CRUZ's pre-trial detainees into PIMA's Restoration to Competency Program ("RTC Program") and the provision of restoration services to SANTA CRUZ detainees.

2. Scope

2.1 The PIMA In-Custody Program is provided onsite at the Pima County Adult Detention Complex (PCADC) for detainees within the adult criminal justice system, who are court-ordered by SANTA CRUZ County Superior Court to undergo restoration services. The following types of cases will not be accepted into PIMA's RTC Program:

a. Medically unstable individuals
b. Acutely suicidal individuals
c. Remanded Juveniles

2.2 PIMA will receive and detain SANTA CRUZ's pre-trial detainees after the detainee has been determined by the SANTA CRUZ County Superior Court through the Rule 11 process as not competent to stand trial but restorable, who are medically and administratively fit to be housed within PIMA's PCADC for the purpose of providing restoration services of the PIMA RTC Program.

2.3 An initial notification to the PIMA RTC Manager (by email) of intent to submit or to request an application packet is advised. An application packet may be mailed to the address provided in the RTC application packet. SANTA CRUZ shall FULLY complete the Application and Checklist which is attached, as EXHIBIT A (4 pages). Checklists may change periodically and PIMA will provide all updated/new versions of checklist to SANTA CRUZ.

2.4 PIMA will determine whether to accept the detainee after receiving the complete application packet. PIMA reserves the right to refuse or return a SANTA CRUZ detainee for any reason, including but not limited to, reasons based upon the detainee's medical condition, any custodial management issues or available bed capacity at the PCADC.

2.5 If the detainee is accepted, PIMA RTC staff shall coordinate with SANTA CRUZ and PCADC custody staff to arrange for SANTA CRUZ to deliver the detainee to PCADC. PIMA will house the SANTA CRUZ detainee based upon classification criteria established by PCADC and will provide for the onsite supervision, care and maintenance of SANTA CRUZ detainees, including medical, behavioral, and dental care; except as otherwise provided in this IGA.

2.6 Within seven (7) days of arrival at PCADC, the PCADC medical services provider will conduct a psychiatric and medical evaluation. Medication will be prescribed based on previous history and current presentation. Medication will be offered to the defendant if prescribed. If, at any point, the defendant refuses medications and is not already under a Title 36 order for treatment, the PCADC medical services provider will notify PIMA RTC staff (who will in turn notify SANTA CRUZ) and an assessment of the appropriateness of a Court Ordered Evaluation (COE) process will be pursued. If the defendant is an appropriate candidate for COE, the PIMA medical provider will pursue that option. If not, PIMA will make

a recommendation to SANTA CRUZ Superior Court about whether forced medications are indicated. SANTA CRUZ Superior Court will then determine whether a Sell hearing must occur and will notify RTC as to the need for testimony from the PCADC medical services provider/RTC psychiatrist. If the SANTA CRUZ Superior Court determines no Sell hearing is required or that forced medication is not appropriate, the detainee may not be able to proceed in restoration services although every effort will be made to restore the detainee under the circumstances.

2.7 In the event of a Sell hearing, the PIMA psychiatrist will be prepared to answer questions concerning: 1. The duration and nature of the recommended medications(s) and treatment; 2. Any potential side effects from the medications together with an explanation of any available measures to reduce or mitigate those side effects; 3. His or her opinion as to whether the proposed course of treatment is medically necessary; 4. Whether the proposed course of treatment would interfere or prevent the detainee's ability to assist in his or her defense; 5. The basis and rationale for involuntary medication administration; 6. The status of the detainee's current medical and psychiatric condition; and 7. The likelihood of the proposed course of treatment to restore the detainee's competency to stand trial. Any additional information the court may require must be submitted to the PIMA psychiatrist at least 10 business days prior to the Sell hearing.

2.8 SANTA CRUZ must seek an order allowing the PIMA RTC MD or RTC PhD to provide testimony telephonically. In the event the PIMA RTC MD or PhD must appear in person for any court proceeding, SANTA CRUZ will, pursuant to paragraph 3.4 compensate PIMA for all associated costs including, but not limited to travel, travel time, MD coverage for PCADC and the professional fees of the testifying physician.

2.9 If SANTA CRUZ or the SANTA CRUZ Superior Court decides, for any reason, to drop the charges against a PIMA RTC detainee, SANTA CRUZ will notify PIMA and will have the detainee transported back to SANTA CRUZ prior to a hearing to drop charges or release of the detainee from PIMA RTC Program. SANTA CRUZ will still be billed for restoration services. SANTA CRUZ Superior Court will not order detainees to be released from the PCADC prior to their transportation back to SANTA CRUZ. In the event SANTA CRUZ Superior Court orders the release of a detainee from the PCADC prior to their transportation back to SANTA CRUZ, this can be grounds for immediate termination of the IGA.

2.10 In the event a Sell hearing occurs, SANTA CRUZ Superior Court agrees, in accordance with US v Griffin, that the treating PIMA RTC Psychiatrist's treatment plan will be adopted by the court in lieu of sending specific orders which affects the Psychiatrist's ability to properly care for the patient. PIMA agrees that the PCADC medical services provider/RTC Psychiatrist will create and submit to the court, a treatment plan which includes proposed medication(s) and dosages within the therapeutic range. If SANTA CRUZ sends PIMA a specific order for medications, PIMA will notify SANTA CRUZ County jail staff that the defendant will need to be picked up within two (2) business days and returned to SANTA CRUZ custody.

The Parties agree that communication will occur between designated points of contact. For PIMA the RTC Manager and the Administrative Assistant for RTC are responsible for PIMA coordination of packets, admission and return. SANTA CRUZ will supply the contact information of two of designated contacts in return. Points of contact will be provided at the close of this document.

2.11 The PIMA RTC Supervising Forensic Psychologist shall provide to SANTA CRUZ Superior Court status reports on the detainee's progress in accordance with current statute (A.R.S. § 13-4514) from date the detainee was admitted into the PIMA RTC program. A Final Competency Report will be submitted to the referring Court when the detainee has completed the PIMA RTC Program. The date of admission of a detainee into the PIMA RTC Program will be the date the detainee arrives and is formally transferred to PCADC.

2.12 SANTA CRUZ Superior Court will provide to the PIMA RTC Manager and Administrative Assistant any relevant information such as minute entries and orders on hearings held in relation to the detainee participating in restoration while the defendant is in PIMA RTC.

2.13 The PIMA RTC Program will request that SANTA CRUZ detainees sign release of information requests when admitted to the PIMA RTC program. These documents may include requests for release of information from hospitals, schools, the Social Security Administration, and/or other organizations from which the detainee has received services. If the detainee is unwilling or unable to sign such authorization, PIMA RTC Program will request that SANTA CRUZ Superior Court issue an order compelling the release of necessary records. SANTA CRUZ Superior Court agrees to supply such orders when requested.

2.14 PIMA RTC will arrange specialized language services required by the detainee through a certified court interpreter. SANTA CRUZ is responsible to reimburse PIMA RTC for the costs associated with specialized language services and will be invoiced in accordance with Section 3.2.

2.15 SANTA CRUZ shall, whenever indicated, initiate civil commitment proceedings (as set forth in Arizona Revised Statutes Title 36, Chapter 5) prior to transfer of a detainee and shall be responsible for initiation of involuntary commitment or any Title 14 proceedings following discharge from PIMA RTC.

2.16 In the event that PIMA, in consultation with SANTA CRUZ, initiates involuntary commitment proceedings for a SANTA CRUZ detainee while in PIMA's RTC Program, SANTA CRUZ will reimburse to PIMA the costs associated with the proceedings as indicated in Paragraph 3.11.

2.17 SANTA CRUZ shall be responsible for payment of any offsite health services for SANTA CRUZ detainees housed at the PCADC. Offsite health services may include ambulance transportation, hospital inpatient or outpatient treatment or surgeries, specialty physician consults, or diagnostic services that PCADC does not provide onsite for its detainees. SANTA CRUZ must make arrangements with offsite service providers for payment, as PIMA will not accept or pay invoices on behalf of SANTA CRUZ. SANTA CRUZ shall also be responsible for paying any expenses related to exceptional medical care including, but not limited to, "outlier medications" as defined by PIMA's prevailing contract with a health care provider that is providing services at PCADC. PIMA will forward to SANTA CRUZ a copy of the outlier medications list as it may change from time to time.

2.18 In the event a SANTA CRUZ detainee must be transported offsite for health services in an inpatient setting, PIMA shall provide, at no additional cost, security for the detainee for a maximum of eight hours following notification to SANTA CRUZ by PIMA, to allow SANTA CRUZ to make arrangements to either transport the detainee to a SANTA CRUZ provider or to

send SANTA CRUZ officers to relieve PIMA officers at the local inpatient facility. Such security will be in the form of up to two Sheriff Deputies or Corrections Officers at PIMA's discretion based on the potential risk. Security provided by PIMA beyond eight hours from notification will be invoiced separately pursuant to Paragraph 3.3.

2.19 Non-emergent transportation of detainees to any Court or other locations, as ordered by the Superior Court in and for SANTA CRUZ, shall be SANTA CRUZ's responsibility.

2.20 When a detainee is discharged from the PIMA RTC Program, the supervising RTC Forensic Psychologist and RTC Team will create a discharge summary based on the specific needs of the detainee required to maintain competency and provide this to the SANTA CRUZ Superior Court, custody, medical and mental healthcare provider liaisons.

2.21 Neither the acceptance of the detainee into PIMA's RTC Program nor the acceptance of payment for services from SANTA CRUZ is a guarantee of restoration to competency for any specific detainee.

3. Financing

3.1 For each detainee admitted into the PIMA RTC Program from December 1, 2020 to November 30, 2025 SANTA CRUZ will pay to PIMA a case rate of $39,000 for detainee housing, routine onsite healthcare services, and costs of restoration services, regardless of duration, provided during the routine restoration period. PIMA reserves the right to increase the case rate through an amendment to this Agreement. In the event of any such rate increase by PIMA, SANTA CRUZ reserves the right to accept such rate or terminate this Agreement.

3.2 Unless other arrangements have been made in advance, SANTA CRUZ will pay to PIMA the RTC case rate in full and any ancillary costs incurred upon discharge of a SANTA CRUZ detainee from the RTC Program.

3.3 PIMA will submit to SANTA CRUZ an invoice, for each detainee upon discharge from the RTC program for exceptional onsite services including interpreter services as indicated in Paragraph 2.17 above, for outlier medications as indicated in Paragraph 2.20 above, and for any offsite security in excess of the limits specified in Paragraph 2.21 above. Such offsite security will be billed at the rate of forty dollars ($40) per hour per Deputy or Corrections Officer, until such time as SANTA CRUZ Deputies or Corrections Officers take over security of the individual, or until the individual is discharged from the hospital and returned to PCADC. Such invoice will be paid by SANTA CRUZ within thirty (30) days of receipt.

3.4 If SANTA CRUZ requests, in consultation with PIMA, that a PIMA Psychiatrist prepares for, provides documentation for, travels to, or testifies at any hearing related to the administration of medical care, SANTA CRUZ will pay to PIMA four hundred dollars ($400) per hour for such psychiatrist services rendered, including travel time. PIMA will submit to SANTA CRUZ a separate invoice for said services, and such invoice will be paid by SANTA CRUZ within thirty (30) days of receipt.

3.5 SANTA CRUZ shall notify PIMA in writing of any contested charges within thirty (30) days after receipt of invoice. In such a case, SANTA CRUZ may withhold payment on any disputed charges pending resolution of the dispute. No dispute will be accepted if not made within thirty (30) days after the receipt of billing. Disputes shall be jointly reviewed by both parties for resolution within sixty (60) days. If unresolved after sixty (60) days, a mutually acceptable third

party may mediate charges remaining unresolved.

3.6 SANTA CRUZ shall pay fully for services rendered within 45 days of defendant discharge. Failure to pay for services within this timeframe can result in the termination of this agreement. Upon paying a previously disputed charge, SANTA CRUZ will attach documentation detailing the specific charges that are being paid. SANTA CRUZ will attach documentation to each check submitted to PIMA indicating the dates and detainees for which the check is to be applied.

3.7 SANTA CRUZ will pay community providers directly for all health services provided outside PCADC as indicated in 2.20.

3.8 In the event that PIMA accepts a SANTA CRUZ detainee into the PIMA RTC Program and returns the detainee to SANTA CRUZ pursuant to a court order no refunds will be owed to SANTA CRUZ.

3.9 Upon request, PIMA will provide to SANTA CRUZ a statement showing all RTC program-related transactions for SANTA CRUZ detainees, including name of detainee, booking date and hour, release date and hour, total service days, total exceptional medical expenses and any balance due in excess of the case ratefee.

3.10 In the event that SANTA CRUZ for any reason requests that PIMA hold at PCADC a SANTA CRUZ detainee after the detainee's discharge from the RTC program (defined as a PIMA forensic psychologist's submission of a FINAL report), SANTA CRUZ will pay to PIMA a daily housing rate of one hundred dollars ($100) per detainee per day, plus the cost of the detainee's prescribed medications, through the day that SANTA CRUZ takes the detainee back into SANTA CRUZ's physical custody. Such charges will be billed separately on an actual cost basis.

3.11 As referenced in 2.19 herein, if PIMA, in consultation with SANTA CRUZ, initiates involuntary commitment proceedings for a SANTA CRUZ detainee while in PIMA's RTC Program, SANTA CRUZ will reimburse to PIMA the costs associated with the proceedings, which are $1,250 for an involuntary commitment proceeding that reaches a Court hearing, and $750 for an involuntary commitment proceeding that is dismissed prior to hearing.

4. Term

This IGA shall be effective on the date it is fully executed by the Parties and shall continue for a period of five years unless it is, prior to the expiration of such period, amended, extended or terminated by agreement of the parties.

5. Disposal of Property

Upon the termination of this IGA, all property involved shall revert back to the owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.

6. Insurance

Contractor will procure and maintain, at its own expense, insurance policies (the "Required

Insurance") satisfying the below requirements (the "Insurance Requirements") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. PIMA in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.1. Insurance Coverages and Limits: Contractor will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to PIMA with A.M. Best rating of not less than A-VII, unless otherwise approved by PIMA.

6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than $2,000,000 Each Occurrence and $2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

6.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than $1,000,000 Each Accident.

6.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of $1,000,000 each accident and $1,000,000 each Employee.

6.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than $2,000,000 Each Claim and $2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

6.2. Additional Coverage Requirements:

6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

6.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include PIMA, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of PIMA, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they

are primary and that any insurance carried by PIMA, or its agents, officials, or employees, is excess and not contributory insurance.

6.2.5. The Required Insurance policies may not obligate PIMA to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

6.2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by PIMA, appropriate insurance certificates for each subcontractor. Contractor must obtain PIMA'S approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation: Contractor must notify PIMA, within two (2) business days of Contractor's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the PIMA project or contract number and project description.

6.4. Verification of Coverage:

6.4.1. Contractor must furnish PIMA with a certificate of insurance (valid ACORD form or equivalent approved by PIMA) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the PIMA project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.

6.4.2. PIMA may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

6.4.3. Contractor must provide the certificates to PIMA before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide PIMA a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.

6.4.4. All insurance certificates must be sent directly to the appropriate PIMA Department.

6.5. Approval and Modifications: The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither PIMA'S failure to obtain a required insurance certificate or endorsement, PIMA'S failure to object to a non-complying insurance certificate or endorsement, nor PIMA'S receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. Indemnification

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless PIMA and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses

(including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. Compliance with Laws

The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in the county of PIMA.

9. Non-Discrimination

The parties shall not discriminate against any PIMA or SANTA CRUZ 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 pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.

10. ADA

The parties shall 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 CFR Parts 35 and 36.

11. Severability

If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

12. Conflict of Interest

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.

13. Non-Appropriation

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the PIMA or SANTA CRUZ Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties shall have no further obligation to each other except for payment for services rendered prior to cancellation.

14. Worker's Compensation

Each party shall comply with the notice of A.R.S. §23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.

15. No Joint Obligations

Neither party shall 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.

16. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or to affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

17. Notice

Notice of termination or amendment shall be in writing and shall be 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):

PIMA:
Pima County Behavioral Health
3950 S. Country Club Road, Suite 3420
Tucson, AZ 85714
With Copies To:

Pima County Administrator
130 West Congress Street 10th Floor
Tucson, Arizona 85701

SANTA CRUZ:
County Manager
2150 North Congress
Nogales, AZ 85621

Pima County Clerk of the Board
130 West Congress Street, 5th Floor
Tucson, Arizona 85701

Points of Contact for RTC Team:

Terri Rahner, LMSW
Pima County RTC Manager
(520) 724-7508
Terri.Rahner@Pima.Gov

Gary Fennema,
Pima County RTC Admin. Assistant
(520) 351-8093
Gary.Fennema@Sheriff.Pima.Gov

Points of Contact for Santa Cruz County:

Anna Jimenez
Deputy Court Administrator
520-375-7740
ajimenez@courts.az.gov

Tivo Romero
Court Administrator
520-375-7740
promero@courts.az.gov

18. This agreement may be executed in counterparts, each of which is effective as an original and all of which constitute one and the same document.

19. Entire Agreement

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

In Witness Whereof, PIMA has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, and attested to by the Clerk of the Board, and SANTA CRUZ has caused this Intergovernmental Agreement to be executed by the Chairman if its Board of Supervisors upon resolution of the Board and attested to by the Clerk of the Board and the SANTA CRUZ Superior Court has caused this Intergovernmental Agreement to be executed by its presiding judge:

PIMA COUNTY:

_____
Chairman, Board of Supervisors

ATTEST:

_____
Clerk of the Board

SANTA CRUZ:

_____
Chairman, Board of Supervisors

ATTEST:

_____
Clerk of the Board

SANTA CRUZ SUPERIOR COURT:

_____
Presiding Judge

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between PIMA and SANTA CRUZ has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:

_____
Deputy County Attorney

SANTA CRUZ:

_____
Deputy County Attorney

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Interoffice Memorandum

TO: Board of Supervisors

FROM: School Superintendent, Alfredo I. Velásquez

SUBJECT: The intergovernmental agreement between the Santa Cruz County School Superintendent's Office and the Santa Cruz Elementary School district #28 for the purpose of implementing the South 32 Hermosa Project She Will Connect: Technolochicas Lift Initiative for the 19/20 school year.

DATE: September 28, 2020

CC: Jennifer St. John, County Manager

Recommendation:
Approve the intergovernmental agreement between the Santa Cruz County School Superintendent's Office and the Santa Cruz Elementary School District #28 for the purpose of implementing the South 32 Hermosa Project She Will Connect: Technolochicas Lift Initiative for the 20/21 school year.

Background:

The TECHNOLOchicas LiFT Initiative is designed to increase the number of middle school girls pursuing technology-related studies by the time they reach high school. For this initiative, The Santa Cruz County School Superintendent's Office in partnership with the Santa Cruz Elementary School District #28 will excite, encourage, and engage girls in technology-related subjects and fields. During the 20/21 school year, which is the fourth year of the program in SCESD #28, the initiative will continue a computer science education and awareness program for 20 middle school girls. The school will have a coordinator and one assistant that will work with the Santa Cruz County School Superintendent's Office to assure that the goals and objectives of the initiative are achieved.

TECHNOLOchicas is a campaign that is a collaborative project of the National Center for Women & IT (NCWIT) and Televisa Foundation designed to raise awareness among young Latinas and their families about opportunities and careers in technology. South 32 is a global resources company, producing products that are used in nearly every aspect of our daily lives and understands the important of working with local communities.

Financial Implications:
During the FY 20/21 the Santa Cruz County School Superintendent's Office will distribute $7,900 to the Santa Cruz Elementary School District #28.

Proposed Motion:
"Mr. Chairman I move to approve the intergovernmental agreement between the Santa Cruz County School Superintendent's Office and the Santa Cruz Elementary School District #28 for the purpose of implementing the South 32 Hermosa Project She Will Connect: Technolochicas Lift Initiative for the 20/21 school year.

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INTERGOVERNMENTAL AGREEMENT
BETWEEN
SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT
and
SANTA CRUZ ELEMENTARY SCHOOL DISTRICT #28

For the purpose of implementing the
The South 32 Hermosa Project She Will Connect: Technolochicas Lift Initiative

This agreement dated October 6, 2020 between the Santa Cruz County School Superintendent (SCCSS) a duly authorized official of the County of Santa Cruz, State of Arizona and the undersigned Santa Cruz Elementary School District #28 ("District") is a contract for services.

I. Authorization

The SCCSS is authorized to enter into this agreement pursuant to A.R.S. §15-365A and §15-302A and A.R.S. §11-952

The Santa Cruz Elementary School District #28 is authorized to enter into this agreement pursuant to A.R.S. §15-342 and A.R.S. §11-952.

II. Duration

This agreement shall become effective _____ until June 30, 2021. This agreement shall be binding upon the parties.

III. Purpose

The purpose of this agreement is to establish The South 32 Hermosa Project She Will Connect: Technolochicas Lift Initiative in Santa Cruz Elementary School District #28. This includes having responsibility for the proper implementation of all program activities and supporting evaluation and reporting requirements in accordance with the approved application and applicable state and Federal laws and regulations.

IV. Funding

Funding for services provided through this agreement shall be through a grant to the County School Superintendent's Office by the South 32 Hermosa Project.

V. Duties of the SCCSS

SCCSS shall:

A. Direct and oversee the program.
B. Provide leadership and support to the School Districts participating in the project.

C. Develop, in conjunction with the participating school districts, the annual work plan.
D. Ensure that the project is implemented as approved and in compliance with applicable laws, regulations, and directives. SCCSS will take appropriate action to include terminating this agreement if the project is not implemented as approved by the District.
E. Act as fiscal agent for the project.
F. Inform the District of any directives or communication from the granting agency or other agency that impacts program services, reporting, or finances.
G. Pay the District within 45 days of receiving an invoice from the District.
H. Pay cost for travel for programmed events outside of the programmed afterschool course hours.

VI. Duties of Santa Cruz Elementary School District #28:

Santa Cruz Elementary School District #28 shall:

A. Provide management staff to develop and operate the program as described in the approved grant application and approved program revisions.
B. Maintain and administer the budget.
C. Establish a location through which management and communication will take place.
D. Provide for the establishment and implementation of the proposed program services.
E. Provide for the acquisition and maintenance of educational resources, materials, and equipment for use in the program, utilizing competitive bidding practices in compliance with A.R.S. §15-213 and the School District Procurement Code, AAC R7-2-1091 *et seq.*
F. In providing services to program participants provide for the establishment of services that are sufficiently comprehensive to maintain compliance at all levels, provide for the establishment of appropriate evaluation services, provide for the establishment of an appropriate array of program options and related services. Provide for staff recruitment and development including in-service training of staff in accordance with the approved application and approved program revisions.
G. Provide for the establishment of a program and personnel evaluation plan that assures appropriate professional and participant input to assure high quality services. The District shall be responsible for selection, supervision, retention and discipline of said employees and staff.
H. The District shall submit to the SCCSS a program progress reports and a fiscal report including actual expenditures as required by dates specified by the SCCSS that complies with the program reporting requirements.
I. The District Superintendent may delegate all administrative and management duties to the assigned District Director.

VII. Termination and Withdrawals

A. The SCCSS and/or Santa Cruz Elementary School District #28 may determine that the public interest will not be served by the continuation of this agreement. At such time this agreement can be terminated with thirty (30) days written notice.
B. Liability of Obligations Prior to Withdrawal. A withdrawing party shall remain liable for any debts, liabilities or obligations incurred by that party while it was party to this agreement.
C. Conflict of Interest. The parties may cancel this agreement without penalty or further obligation pursuant to A.R.S. §38-511.

VIII. Inspection and Audit

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

IX. Disposition of Property and Funds

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

A. Property purchased with state or federal funds shall be disposed of according to such rules and regulations as outlined by the South 32 Hermosa Project.

B. Santa Cruz Elementary School District #28 will maintain and keep in storage records and papers for the period determined by law.

X. Amendments

This agreement may be amended through written agreement of both SCCSS and Santa Cruz Elementary School District #28 provided that any amendment is to further carry out the purposes of the agreement. Any such amendment shall be effective upon the date of final execution of the parties.

XI. Insurance

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

The County and the School District each agree to obtain and maintain throughout the duration of this agreement public liability insurance, in an amount mutually agreed upon

by the parties to be adequate but in no event less than $2,000,000 to insure each for any reasonably foreseeable risk of either party.

XII. Miscellaneous Provisions

A. This agreement and attachments shall constitute the full and complete understanding of the parties. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, signed by the designated district official, and attached to the original of this agreement. Such amendments must be approved by SCCSS and the District.

B. Program and service designs shall be approved the Santa Cruz County Superintendent or designated administrator.

C. The agreement shall not be subject to assignment either in whole or in part by either SCCSS or District without the written consent of all parties.

D. During the performance of this agreement, all parties agree to comply with all applicable laws, rules and executive orders regarding non-discrimination, affirmative action, and equal employment opportunity, including Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, and Section 504 of the Rehabilitation Act of 1973, The Immigrations Control and Reforms Act of 1986, and both parties agree not to discriminate against any person on the basis of race, color, sex, religion, national origin, age, or handicap.

E. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

F. Compliance with Federal Immigration Laws and Regulations. Each party warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Each party acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the either party retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

G. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.

H. All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties by first class mail, return receipt requested at the following address:

Kathy Romero Superintendent SCESD #28 7 Duquesne Road Nogales, AZ 85621	Superintendent Alfredo I. Velasquez Santa Cruz County School Superintendent 2150 N. Congress Dr. #107 Nogales, AZ 85621

I. The parties hereby warrant and represent that they are not currently engaged in and agree for the duration of this Agreement, not to engage in a boycott of Israel as proscribed by A.R.S. § 35-393.01 et seq.

XV. Severability

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

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

Authorized Signatures:

Santa Cruz Board of Supervisors

_____	October 6, 2020
Signature	**Date**

Bruce Bracker, Chairman
Name, Position

Santa Cruz County School Superintendent

_____	_____
Signature	**Date**

Alfredo I. Velásquez, County School Superintendent
Name, Position

Santa Cruz Elementary School District #28

_____	_____
Signature	**Date**

_____
Name, Position

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

Dated this 6th day of October, 2020.

_____

Attorney for Santa Cruz County

Dated this _____ day of _____, 2020.

_____

Attorney for Santa Cruz Elementary School District #28

SCOPE OF WORK

CONTRACTOR: SANTA CRUZ ELEMENTARY SCHOOL DISTRICT #28
Governing Board on the behalf of the
SANTA CRUZ ELEMENTARY SCHOOL DISTRICT #28 ("District")

PROGRAM: Santa Cruz County South 32 Hermosa Project She Will Connect: Technolochicas Lift Initiative

I. PROGRAM OVERVIEW

A. Santa Cruz County, as a grantee of the South 32 Hermosa Project, has received a grant to implement the South 32 Hermosa Project She Will Connect: Technolochicas Lift Initiative.

Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Contract shall be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney Genera*l to work in the United States.*

II. PROGRAM ACTIVITIES

The District shall:

A. General operations and implementation.
   1. Assign a staff person to work with the Santa Cruz County Superintendent's Office who will be point of contact and responsible for the implementation the Project.
   2. Implement the project at the approved schools. In conjunction with the Santa Cruz County School Superintendent's Office, supervise the Project and operations at the participating schools.
   3. Disseminate information and conduct outreach activities to market the Project to the SCVUSD #28 community at large.
   4. Coordinate project activities and services with school administration and counselors at each location offering the services.
   5. Coordinate project partner activities within District to further the requirements and benefits of the Project.

B. Administrative:
   1. Participate in the evaluation of the project. All student data will remain confidential.
   2. District shall ensure that activities are conducted in compliance with all state, local and federal laws and regulations applicable to the Project.

BUDGET.

The District shall receive the following financial assistance from SCCSS as described:

A. The District will receive annually $7,900.00 as described for the Little Red School. (Exhibit A and B)

Budget modifications, if sought, can be conducted during the contract period per the agreement of both parties.

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EXHIBIT A

TECHNOLOchicas LiFT Program
Santa Cruz Elementary School District #28
School Year 20/21 Budget

	Description	Amount	Total
1	**Personnel**		
	One Site Instructor (full year)		
	Instructor will lead the school's TECHNOLOchicas LiFT Program.: • Initial training and set up • Program activities with participants (60 Hrs) • TECHNOLOchicas Event support • Activity Reporting • Program planning, and follow-up	**$2,300 per sem.**	**$4,600.00**
	One assistant	**$550 per semester**	**$1,100.00**
	• Assistants will help lead teacher during student trainings and supervise/chaperon during events		
		Total Personnel	**$5,700.00**
2	**Employee Benefits**		
	• Director and assistant		
		Total Employee Benefits	**$1,200.00**
3	**Supplies/Misc**		
	• Instructional supplies consumable. (8 sites/full year) • Parents' night supplies	**$500 per school per semester**	**$1,000.00**
		Total Supplies	**$1,000.00**
		TOTAL FOR SITE	**$7,900.00**

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OFFICE OF THE SHERIFF
OF SANTA CRUZ COUNTY

TONY ESTRADA
SHERIFF

RUBEN F. FUENTES
CAPTAIN

MEMORANDUM

DATE: September 28, 2020

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

FROM: Sheriff Tony Estrada, Badge No. 140

CC: Jennifer St. John, County Manager

SUBJECT: Governor's Office of Highway Safety Award Agreements FY2021

RECOMMENDATION:

Staff recommends that the Board approve and accept the Governor's Office of Highway Safety Contracts awarded to the Santa Cruz County Sheriff's Office, Contract No. 2021-OP-019 – Occupant Protection Enforcement Overtime, Travel, Training and Material in the amount of $5,760.00; Contract No. 2021-PTS-060 – Selective Traffic Enforcement Project Overtime in the amount of $5,000.00 and Contract No. 2021-AL-029 – DUI/Impaired Enforcement, Travel and HGN Training in the amount of $11,900.00.

BACKGROUND:

The Santa Cruz County Sheriff's Office is awarded funding as stated above for the enforcement of Occupant Protection, STEP Driving Enforcement and DUI/Impaired Driver Enforcement details to be conducted within Santa Cruz County on or before September 30, 2021. The purpose of these details is to ensure the safety of drivers on our county roads and to educate residents of the importance of use of car seats and seat belts.

FINANCIAL IMPLICATIONS:

Acceptance of this funding has no financial implications to the county.

PROPOSED MOTION:

Move to approve and accept the awards provided by the Governor's Office of Highway Safety. Said agreement has been reviewed by legal counsel.

Cc: Sheriff
File

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DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

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

PROJECT REFERENCE:
Contract Number: 2021-PTS-060
Total Estimated Costs: $5,000.00
Purpose of Project: STEP Enforcement Overtime

Dear Sheriff Estrada:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Jennifer St John, County Manager, Santa Cruz County as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona 85007. If your agency requires additional copies with an original signature, return them as well.

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-14-20
Date

Enclosures
AG

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GOVERNOR'S OFFICE OF HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

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

	FAIN: 69A37521300004020AZ0	**Assistance Listings: 20.600**
1.	**APPLICANT AGENCY** Santa Cruz County Sheriff's Office	**GOHS CONTRACT NUMBER:** **2021-PTS-060**
	ADDRESS 2170 North Congress Drive, Nogales, Arizona 85621	**PROGRAM AREA:** **402-PTS**
2.	**GOVERNMENTAL UNIT** Santa Cruz County	**AGENCY CONTACT:** Gerardo Castillo
	ADDRESS 2150 North Congress Drive, Nogales, Arizona 85621	**3. PROJECT TITLE:** STEP Enforcement Overtime
4.	**GUIDELINES:** 402–Police Traffic Services (PTS)	

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

6.	**BUDGET COST CATEGORY**	**Project Period FFY 2021**
I.	**Personnel Services**	$3,571.00
II.	**Employee Related Expenses (40%)**	$1,429.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$5,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2021
CURRENT GRANT PERIOD	**FROM:** 10-01-2020	**TO:** 09-30-2021

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $5,000.00

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

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-PTS-060

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 37

Total Population in city/town or county: 46,500

Total Road Mileage: Highway: 115 Local: 967 Total: 1,082

	2018	2017	2016
Total Crashes	360	321	403
Total Injury Crashes	85	61	97
Total Fatal Crashes	0	0	01
Total Impaired-related Crashes	4	02	0
Total Impaired-related Serious Injuries	5	02	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	25	15	0
Total Speed-related Serious Injuries	7	02	0
Total Speed-related Fatalities	0	0	0

The data above represents: County ☑ City/Town ☐

Agency Problem/Attempts to Solve Problem:

It is estimated that 60,000 to 80,000 Mexican Nationals cross the International Border into Santa Cruz County on a daily basis with an increasing number on the weekends and/or holidays. This massive influx of visitors places a strain on the infrastructure within Santa Cruz County. Santa Cruz County has an estimated 115 miles of Interstate and State routes and approximately 967 miles of county roads. The three main avenues of egress within the county are: Interstate 19, State Route 82 and State Route 83. Interstate 19 is a major corridor to Tucson and Phoenix not to mention the same roadway connects the United States with the Republic of Mexico.

Agency Funding:

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

How Agency Will Solve Problem With Funding:

The Santa Cruz County Sheriff's Office will be participating on all mandated reporting details throughout the reporting year. Participate in a minimum of six Speed Enforcement details with the goal of educating the public and keeping Arizona Highways and county roads safe by promoting traffic safety and driver awareness.

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-PTS-060

PROJECT MEASURES:

Agency Goals:

To decrease the number of speeding-related crashes 10% from 7 during calendar year 2019 to 6 by December 31, 2021.

To decrease fatalities in speeding-related crashes 20% from 3 in calendar year 2019 to 2.5 by December 31, 2021.

To decrease serious injuries in speeding-related crashes 0% from 0 in calendar year 2019 to 0 by December 31, 2021.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 20% from 0 during Calendar Year 2019 to 2 during FFY 2021.

Conduct targeted speed enforcement efforts a minimum of .50 times per month during FFY 2021.

Additional Contract Objectives:

1. Partner with other public safety organizations to help curtail the number of speed related accidents at least 2 times by 09/30/2021

2. Educate the community on the importance of obeying all traffic laws to include speeding and aggressive driving during community and school events at least 2 times by 09/30/2021

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-PTS-060

GOALS/OBJECTIVES:

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

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

MEDIA RELEASE:

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

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

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

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

METHOD OF PROCEDURE:

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

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

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

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-PTS-060

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2020)	January 30, 2021
2nd Quarterly Report and RCI (January 1 to March 31, 2021)	April 20, 2021
3rd Quarterly Report and RCI (April 1 to June 30, 2021)	July 20, 2021
4th Quarterly Report and RCI (July 1 to September 30, 2021)	**October 15, 2021**
Final Statement of Accomplishments	**October 15, 2021**

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

Ellen Bourget, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-PTS-060

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $50,000	Desk Review/Phone Conference
$50,000 and over	May have an In-House GOHS Review
$100,000+	May have an On-Site Review
Capital Outlay Greater than $25,000 (combined)	May have an On-Site Review

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

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-PTS-060

ESTIMATED COSTS:

I.	Personnel Services (Overtime)	$3,571.00
II.	Employee Related Expenses (ERE 40%)	$1,429.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$5,000.00**

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

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Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-PTS-060

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

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

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-PTS-060

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

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

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

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

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Prinicples, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

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

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

XI. Non-Discrimination

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

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-PTS-060

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name:_____

Title:_____

Telephone Number:_____ Fax Number:_____

E-mail Address:_____

2. **Agency's Fiscal Contact:**

Name:_____

Title:_____

Telephone Number:_____ Fax Number:_____

E-mail Address:_____

Federal Identification Number:_____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

_____

Warrant/Check to be mailed to:

_____
(Agency)

_____
(Address)

_____
(City, State, Zip Code)

4. ***DUNS Number:***

_____
(DUNS #)

_____
(Registered Address & Zip Code)

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-PTS-060

Restriction on State Lobbying

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

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Tony Estrada, Sheriff
Santa Cruz County Sheriff's Office

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Jennifer St. John, County Manager
Santa Cruz County

_____

_____
Date Telephone

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-PTS-060

AUTHORITY & FUNDS

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

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

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$5,000.00**

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

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

Approval Date

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DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

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

PROJECT REFERENCE:
Contract Number: 2021-OP-019
Total Estimated Costs: $5,760.00
Purpose of Project: Occupant Protection Enforcement Overtime, In-State Travel, Training, Materials and Supplies - Car Seats

Dear Sheriff Estrada:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Jennifer St John, County Manager, Santa Cruz County as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona 85007. If your agency requires additional copies with an original signature, return them as well.

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-14-2020
Date

Enclosures
AG

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GOVERNOR'S OFFICE OF HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

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

	FAIN: 69A37521300004020AZ0	**Assistance Listings: 20.600**
1.	**APPLICANT AGENCY** Santa Cruz County Sheriff's Office	**GOHS CONTRACT NUMBER:** **2021-OP-019**
	ADDRESS 2170 North Congress Drive, Nogales, Arizona 85621	**PROGRAM AREA:** **402-OP**
2.	**GOVERNMENTAL UNIT** Santa Cruz County	**AGENCY CONTACT:** Gerardo Castillo
	ADDRESS 2150 North Congress Drive, Nogales, Arizona 85621	**3. PROJECT TITLE:** Occupant Protection Enforcement Overtime, Related In-State Travel, Materials and Supplies (Car Seats)
4.	**GUIDELINES:** 402–Occupant Protection (OP)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, In-State Travel, and Materials and Supplies: Car Seats to enhance Occupant Protection Enforcement throughout Santa Cruz County.

6.	**BUDGET** **COST CATEGORY**	**Project Period** **FFY 2021**
I.	**Personnel Services**	$1,800.00
II.	**Employee Related Expenses (40%)**	$720.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$1,890.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$1,350.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$5,760.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2021
CURRENT GRANT PERIOD	**FROM:** 10-01-2020	**TO:** 09-30-2021

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $5,760.00

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

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-OP-019

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 37

Total Population in city/town or county: 46,500

Total Road Mileage: Highway: 115 Local: 967 Total: 1,082

	2018	2017	2016
Total Crashes	275	321	403
Total Serious Injury Crashes	85	61	97
Total Fatal Crashes	0	0	1
Total Unrestrained Occupant Crashes	0	0	0
Total Unrestrained Serious Injuries	0	0	0
Total Unrestrained Occupant Fatalities	0	0	0

The data above represents: County ☑ City/Town ☐

Agency Problem/Attempts to Solve Problem:

Santa Cruz County is 1,244 square miles with a population of approximately 41,000 residents which is the smallest in the State of Arizona. However, it is estimated that 60,000 to 80,000 Mexican Nationals cross the International Border into Santa Cruz County on a daily basis with that number increasing to over 100,000 on the weekends and/or holidays. This massive influx of visitors places a strain on the infrastructure within Santa Cruz County. The three main avenues of egress within the county are: Interstate 19, State Route 82 and State Route 83. Interstate 19 is a major corridor to Tucson and Phoenix not to mention that roadway connects the United States with Mexico. Occupant Protection is essential, the prevention of further injuries based on the number of accidents is huge. Being able to educate the community on the necessity to protect all the occupants riding in a vehicle.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, In-State Travel, and Materials and Supplies: Car Seats to enhance Occupant Protection Enforcement throughout Santa Cruz County.

How Agency Will Solve Problem With Funding:

The Santa Cruz County Sheriff's Office will attempt to revitalize once more the occupant protection program. Working very closely with other public safety providers and partners with the private sector in an effort to increase seat belt and child safety compliance and correct usage. The funds requested will to effectively jump start all efforts and once again provide the community the educational link required to reduce fatalities and injuries within Santa Cruz County. The car seats will assist deputies to educate the community on the importance of proper occupant protection and safety while enforcing traffic laws. The outreach approach will include public schools.

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-OP-019

PROJECT MEASURES:

Agency Goals:

To decrease unrestrained occupant fatalities 0% from 0 in calendar year 2019 to 0 by December 31, 2021.

To decrease unrestrained occupant serious injuries 0% from 0 in calendar year 2019 to 0 by December 31, 2021.

Contract Objectives:

To increase seatbelt citations 10 % from 44 during calendar year 2019 to 48 during FFY 2021.

To increase child safety seat citations 10 % from 33 during calendar year 2019 to 36 during FFY 2021.

Conduct/participate in 1 occupant restraint outreach/educational events each quarter during FFY 2021.

Additional Contract Objectives:

1. Partner with other public safety organizations to help curtail the number of car seat or child Seat related accidents

2. Educate the community on the importance of wearing a seat belt and proper child seat while operating a motor vehicle or as an occupant in a vehicle.

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-OP-019

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, In-State Travel, and Materials and Supplies: Car Seats to enhance Occupant Protection Enforcement throughout Santa Cruz County.

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

MEDIA RELEASE:

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

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

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

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

METHOD OF PROCEDURE:

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

Personnel Services - To support Overtime for Occupant Protection Enforcement Activities

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

Travel In-State - To complete/attend the following travel in-state for Occupant Protection Enforcement Activities: HGN Training

Materials and Supplies - To purchase/procure the following Materials and Supplies for Occupant Protection Enforcement Activities: Car Seats

PRESS RELEASE:

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

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-OP-019

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2020)	January 30, 2021
2nd Quarterly Report and RCI (January 1 to March 31, 2021)	April 20, 2021
3rd Quarterly Report and RCI (April 1 to June 30, 2021)	July 20, 2021
4th Quarterly Report and RCI (July 1 to September 30, 2021)	**October 15, 2021**
Final Statement of Accomplishments	**October 15, 2021**

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

Ellen Bourget, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

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

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $50,000	Desk Review/Phone Conference
$50,000 and over	May have an In-House GOHS Review
$100,000+	May have an On-Site Review
Capital Outlay Greater than $25,000 (combined)	May have an On-Site Review
Desk Review	Internal review of all written documentation related to contractual project including, but

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

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-OP-019

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$1,800.00
II.	Employee Related Expenses (ERE 40%)	$720.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State: HGN Training	$1,890.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies Car Seats	$1,350.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$5,760.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Santa Cruz County Sheriff's Office shall absorb any and all expenditures in excess of $5,760.00.

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-OP-019

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

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

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

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

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Prinicples, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

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

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

XI. Non-Discrimination

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

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart

9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-OP-019

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name:_____

Title:_____

Telephone Number:_____Fax Number:_____

E-mail Address:_____

2. **Agency's Fiscal Contact:**

Name:_____

Title:_____

Telephone Number:_____Fax Number:_____

E-mail Address:_____

Federal Identification Number:_____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

_____

Warrant/Check to be mailed to:

_____
(Agency)

_____
(Address)

_____
(City, State, Zip Code)

4. ***DUNS Number:***

_____
(DUNS #)

_____
(Registered Address & Zip Code)

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-OP-019

Restriction on State Lobbying

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

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Tony Estrada, Sheriff
Santa Cruz County Sheriff's Office

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Jennifer St. John, County Manager
Santa Cruz County

_____

_____
Date Telephone

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Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-OP-019

AUTHORITY & FUNDS

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

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

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$5,760.00**

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

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

Approval Date

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DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

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

PROJECT REFERENCE:
Contract Number: 2021-AL-029
Total Estimated Costs: $11,900.00
Purpose of Project: DUI/Impaired Driving Enforcement Overtime, and In-State Travel: HGN Training

Dear Sheriff Estrada:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Jennifer St John, County Manager, Santa Cruz County as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona 85007. If your agency requires additional copies with an original signature, return them as well.

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-14-2020
Date

Enclosures
AG

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GOVERNOR'S OFFICE OF HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

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

	FAIN: 69A37521300004020AZ0	**Assistance Listings: 20.600**
1.	**APPLICANT AGENCY** Santa Cruz County Sheriff's Office	**GOHS CONTRACT NUMBER:** **2021-AL-029**
	ADDRESS 2170 North Congress Drive, Nogales, Arizona 85621	**PROGRAM AREA:** **402-AL**
2.	**GOVERNMENTAL UNIT** Santa Cruz County	**AGENCY CONTACT:** Gerardo Castillo
	ADDRESS 2150 North Congress Drive, Nogales, Arizona 85621	**3. PROJECT TITLE:** DUI/Impaired Driving Enforcement Overtime, and In-State Travel: HGN Training
4.	**GUIDELINES:** 402–Alcohol (AL)	
5.	**BRIEFLY STATE PURPOSE OF PROJECT:** Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and In-State Travel to enhance DUI/Impaired Driving Enforcement throughout Santa Cruz County.	

6.	**BUDGET** **COST CATEGORY**	**Project Period** **FFY 2021**
I.	**Personnel Services**	$7,143.00
II.	**Employee Related Expenses (40%)**	$2,857.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$1,900.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$11,900.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2021
CURRENT GRANT PERIOD	**FROM:** 10-01-2020	**TO:** 09-30-2021

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $11,900.00

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

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-AL-029

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 37

Total Population in city/town or county: 46,500

Total Road Mileage: Highway: 115 Local: 967 Total: 1,082

	2018	2017	2016
Total Crashes	360	321	403
Total Injury Crashes	85	61	97
Total Fatal Crashes	0	0	01
Total Impaired-related Crashes	4	02	0
Total Impaired-related Serious Injuries	5	02	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	25	15	0
Total Speed-related Serious Injuries	7	02	0
Total Speed-related Fatalities	0	0	0

The data above represents: County ☑ City/Town ☐

Agency Problem/Attempts to Solve Problem:

Santa Cruz County is 1,244 square miles with a population of approximately 46,500 residents which is the smallest and poorest in the State of Arizona. It is estimated that 60,000 to 80,000 Mexican Nationals cross the International Border into Santa Cruz County on a daily basis with an increasing number on the weekends and/or holidays. This massive influx of visitors places a strain on the infrastructure within Santa Cruz County.

Agency Funding:

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

How Agency Will Solve Problem With Funding:

The Santa Cruz County Sheriff's Office will be participating on all mandated reporting details throughout the reporting year. Participate in a minimum of six DUI details with the goal of educating the public and keeping Arizona Highways and county roads safe by promoting traffic safety and driver awareness.

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-AL-029

PROJECT MEASURES:

Agency Goals:

To decrease the number of impaired driving-related crashes 25% from 4 during calendar year 2019 to 3 by December 31, 2021.

To decrease fatalities in impaired driving-related crashes 20% from 5 in calendar year 2019 to 4 by December 31, 2021.

To decrease injuries in impaired driving-related crashes 0 % from 0 in calendar year 2019 to 0 by December 31, 2021.

Contract Objectives:

To participate in a minimum of 2 DUI saturation patrols per quarter during FFY 2021.

To participate in a minimum of 0 DUI task force operations per quarter during FFY 2021.

Additional Contract Objectives:

1. Partner with other public safety organizations to help curtail the number of alcohol related accidents and arrests at least 2 times by 09/30/2021.

2. Educate the community on the importance of not drinking and driving or texting and driving during community and school events at least 2 times by 09/30/2021.

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-AL-029

GOALS/OBJECTIVES:

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

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

MEDIA RELEASE:

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

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

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

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

METHOD OF PROCEDURE:

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

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

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

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

PRESS RELEASE:

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

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-AL-029

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2020)	January 30, 2021
2nd Quarterly Report and RCI (January 1 to March 31, 2021)	April 20, 2021
3rd Quarterly Report and RCI (April 1 to June 30, 2021)	July 20, 2021
4th Quarterly Report and RCI (July 1 to September 30, 2021)	**October 15, 2021**
Final Statement of Accomplishments	**October 15, 2021**

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

Ellen Bourget, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

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

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $50,000	Desk Review/Phone Conference
$50,000 and over	May have an In-House GOHS Review
$100,000+	May have an On-Site Review
Capital Outlay Greater than $25,000 (combined)	May have an On-Site Review
Desk Review	Internal review of all written documentation related to contractual project including, but

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

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-AL-029

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$7,143.00
II.	Employee Related Expenses (ERE 40%)	$2,857.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State HGN Training	$1,900.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$11,900.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Santa Cruz County Sheriff's Office shall absorb any and all expenditures in excess of $11,900.00.

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Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-AL-029

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

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

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-AL-029

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

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

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

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

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Prinicples, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

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

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

XI. Non-Discrimination

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

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart

9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-AL-029

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name:_____

Title:_____

Telephone Number:_____Fax Number:_____

E-mail Address:_____

2. **Agency's Fiscal Contact:**

Name:_____

Title:_____

Telephone Number:_____Fax Number:_____

E-mail Address:_____

Federal Identification Number:_____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

_____

Warrant/Check to be mailed to:

_____
(Agency)

_____
(Address)

_____
(City, State, Zip Code)

4. ***DUNS Number:***

_____
(DUNS #)

_____
(Registered Address & Zip Code)

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-AL-029

Restriction on State Lobbying

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

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Tony Estrada, Sheriff
Santa Cruz County Sheriff's Office

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Jennifer St. John, County Manager
Santa Cruz County

_____

_____
Date Telephone

Santa Cruz County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2021-AL-029

AUTHORITY & FUNDS

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

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

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$11,900.00**

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

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

_____
Approval Date

Santa Cruz County
Community Development

Memo

To: Manny Ruiz. County Supervisor (District 1)
Rudy Molera, County Supervisor (District 2)
Bruce Bracker County Supervisor (District 3)

From: Frank Dillon, Community Development Director

CC: Jennifer St. John, County Manager
Jesus Valdez, Public Works Director, Deputy County Manager
George Silva, County Attorney
Kimberly Hunley, Chief Civil Deputy County Attorney

Date: 9/29/2020

Re: Solar Shade Structure Donation from UNS Corporation ayt Damon Park

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Summary:
The purpose of this memorandum is to inform the Board of Supervisors that Unisource Energy Services Company ("UNS") would like to donate a solar shade structure to the County.

Background:
The proposed shade structure will be located at Damon Park, but the exact location is to be determined based on existing infrastructure and proximity to utility connections. The structure will provide a shaded area to be used by park visitors while also reducing the overall power usage to the grid. UNS will cover the costs of the initial installation and materials.

Financial Implications:
The County will be responsible for the maintenance and upkeep of the solar shade structure for the "life of the structure". Michelle Dunn, the Project Manager at UNS, explained that the warranty for solar panels is typically 20-25 years, and 10 years for the inverter. The County will be responsible for replacement costs in the event of damage or theft. The inverter system replacement cost averages between $5,000 and $8,000. The replacement cost for each solar panel is approximately $500. There is minimal maintenance required as the panels are cleaned by seasonal rainfall. The proposed value of the donation is $20,000-$30,000, which will depend on the final location of the structure. The County will receive credit for any generated electricity. The County is required to assign to UNS any renewable energy credits derived from the installation and use of the structure.

Staff Recommendation:
Staff recommends that the Board of Supervisors accept the solar shade structure donation as it will result in an added amenity to Damon Park and some overall savings through utility credits.

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Interoffice Memorandum

To: Board of Supervisors

From: Jennifer St. John, County Manager

Date: October 6, 2020

Subject: Approval of IGA with District #35 to cost share a Communication Specialist

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Recommendation:

Staff recommends that the Board approve the Intergovernmental Agreement with Santa Cruz Valley Unified School District #35 for a Communication Specialist from July 1, 2020 through June 30, 2021, for an amount not to exceed $35,000.

Background:

District #35 and the County identified a need to have a communication specialist that can help with public outreach and social network. Through this joint effort, the two entities will share the cost of one employee at a 60/40 split, the District to pay 60% and the County to pay 40%. This agreement is for one year with options to renew for six additional one-year terms.

Financial Implications:

The total cost of 40% of the employee, plus any work related expenses are not to exceed $35,000 this fiscal year. This amount is budgeted for in the Board of Supervisors F/Y 2021 budget.

Proposed Motion:

Move to approve the Intergovernmental Agreement with Santa Cruz Valley Unified School District #35 for a Communication Specialist from July 1, 2020 through June 30, 2021, for an amount not to exceed $35,000.

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INTERGOVERNMENTAL AGREEMENT
BETWEEN
SANTA CRUZ COUNTY
and
SANTA CRUZ VALLEY UNIFIED SCHOOL DISTRICT NO. 35

This agreement dated July 1, 2020 between the Santa Cruz County ("SCC") a duly authorized official of the County of Santa Cruz, State of Arizona and the undersigned Santa Cruz Valley Unified School District ("SCVUSD 35") which is a Local Educational Agency in Santa Cruz County is a contract for services.

I. Authorization

A. The Santa Cruz County Manager's Office is authorized to enter into this agreement pursuant to A.R.S. §15-365A and §15-302A and A.R.S. §11-952

B. The Santa Cruz Valley Unified School District is authorized to enter into this agreement pursuant to A.R.S. §15-342 and A.R.S. §11-952.

II. Duration- TERM

This agreement shall become effective July 1, 2020 until June 30, 2021. This agreement shall be binding upon the parties and may be extended for up to six additional one (1) year terms upon the appropriate action of the parties.

III. Duties of the SCVUSD 35

SCVUSD shall:

A. Work collaboratively with SCC to establish a schedule for the Communications Specialist. This shall be established through direct communication with District appointed staff by the Office of the Superintendent. Appendix A- Communications Specialist Job Description

B. Provide the Communications Specialist with adequate working space (i.e office, technology, office supplies) on District property

IV. Duties of the SCC:

SCC shall:

A. Work Collaboratively with SCVUSD35 as defined in section III.A.

B. Provide the Communications Specialist with adequate working space (i.e. office , technology, office supplies) on County property.

V. Compensation

SCVUSD 35 and SCC agree to as follows:

A. SCVUSD shall invoice SCC not more than forty percent (40%) of the annual salary and benefits not to exceed $35,000.00
B. SCVUSD shall submit monthly invoices to the SCC at the rate as described.
C. Payment shall be due within forty-five (45) calendar days of the invoice being sent to SCC.

VI. Non-Appropriation of Funds/Termination and Withdrawals

A. The SCC and/or SCVUSD 35 may determine that the public interest will not be served by the continuation of this agreement. At such time this agreement can be terminated with thirty (30) days written notice.

B. Liability of Obligations Prior to Withdrawal. A withdrawing party shall remain liable for any debts, liabilities or obligations incurred by that party while it was party to this agreement.

C. Conflict of Interest. The parties may cancel this agreement without penalty or further obligation pursuant to A.R.S. §38-511.

D. Notwithstanding any provision in this contract, **Santa Cruz County** may terminate this Contract if for any reason the Santa Cruz County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this contract. In the event of such termination, **Santa Cruz County** has no further obligation **to Santa Cruz Valley Unified School District No. 35** other than payment for services rendered prior to termination.

VII. Inspection and Audit

All books, accounts, files, reports and other records relating to this contract shall be subject, at all reasonable times, to inspection and audit by the SCC or agency of the State of Arizona.

VIII. Amendments

This agreement may be amended through written agreement of both SCC and SCVUSD 35 provided that any amendment is to further carry out the purposes of the agreement. Any such amendment shall be effective upon the date of final execution of the parties.

IX. Insurance

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

The County and the SCVUSD 35 each agree to obtain and maintain throughout the duration of this agreement public liability insurance, in an amount mutually agreed upon by the parties to be adequate but in no event less than $2,000,000 to insure each for any reasonably foreseeable risk of either party.

X. Miscellaneous Provisions

A. This agreement and attachments shall constitute the full and complete understanding of the parties. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, signed by the designated district official, and attached to the original of this agreement. Such amendments must be approved by SCC and the SCVUSD 35.

B. The agreement shall not be subject to assignment either in whole or in part by either SCC or SCVUSD 35 without the written consent of all parties.

C. During the performance of this agreement, all parties agree to comply with all applicable laws, rules and executive orders regarding non-discrimination, affirmative action, and equal employment opportunity, including Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, and Section 504 of the Rehabilitation Act of 1973, The Immigrations Control and Reforms Act of 1986, and both parties agree not to discriminate against any person on the basis of race, color, sex, religion, national origin, age, or handicap.

D. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

E. Compliance with Federal Immigration Laws and Regulations. Each party warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Each party acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the either party retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

F. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.

G. All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties by first class mail, return receipt requested at the following address:

David Verdugo
Superintendent
Santa Cruz Valley Unified School District
1374 W. Frontage Rd.

Jennifer St. John
Santa Cruz County Manager
2150 N. Congress Dr., Room 119
Nogales, AZ 85621

Rio Rico, AZ 85648

H. The parties hereby warrant and represent that they are not currently engaged in and agree for the duration of this Agreement, not to engage in a boycott of Israel as proscribed by A.R.S. § 35-393.01 et seq.

XI. Severability

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

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

Authorized Signatures:

Santa Cruz Board of Supervisors

_____ _____

Signature **Date**

Bruce Bracker, Chairman

Name, Position

Santa Cruz County Manager

_____ _____

Signature **Date**

Jennifer St. John, Santa Cruz County Manager

Name, Position

Santa Cruz Valley Unified School District #35

_____ _____

Signature **Date**

David Y. Verdugo, SCVUSD 35 Superintendent

Name, Position

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

Dated this _____ day of _____, 2020.

_____

Attorney for Santa Cruz County

Dated this _____ day of _____, 2020.

_____

Attorney for Santa Cruz Valley Unified School District No. 35

Dated this _____ day of _____, 2020.

Attachments:

- Exhibit A: COMMUNICATIONS SPECIALIST POSITION DESCRIPTION

EXHIBIT A
Communication Specialist

TITLE:	**Communications Specialist**	**FLSA STATUS:**	Exempt
DEPARTMENT:	District Office	**GRADE:**	18

SUMMARY: Under general supervision, works with the Superintendent and other District leaders to plan and implement effective communication strategies to promote a favorable public image of District with the community and other public audiences.

PRIMARY DUTIES AND RESPONSIBILITIES:

Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:

- Develops and communicates a marketing plan that publicizes District plans, goals, objectives and strategic messages to parents, community groups or organizations.
- Prepares and disseminates strategic and priority messages in concert with the Superintendent and district leadership.
- Assists staff in effective staff and student recruitment activities including communication, District marketing, and outreach to higher education entities on a year round basis.
- Oversees and revises the District newsletter. Works with local newspaper staff and newsletter liaisons to identify, write, and edit stories.
- Works with principals, site secretaries, and parent liaisons to identify all events for internal audiences and the general public. Prepares messages regarding events, and distribute press releases and postings.
- Develops and maintains with parent liaisons and/or site designee a district-wide process for collecting newsworthy information and distributing it through multiple internal and external channels.
- Manages the design and use of district communication media to include websites, social media sites, school messenger, and video streaming.
- Administers the creation and use of the District brand in public materials to include websites, business cards, letterheads, envelopes, and district note cards. Prepares and updates these materials. Designs and updates marketing materials for the District and sites as needed.
- Serves as District photographer for events. Prepares photos for publication and distribution. Video records all governing board meetings and district events as needed.
- Assists and collaborates with educational programs related to media communications and journalism.
- Assists in the development of applications and letters of support (e.g. A+ School Recognition, Employee Recognition)
- Supports staff in community outreach efforts with businesses and other entities.
- Completes other duties as required or assigned.
- **MINIMUM QUALIFICATIONS:**

Education and Experience:

- Bachelor's Degree in Journalism, Marketing, Public Relations, or related field; **AND** two (2) years of experience in public relations or communications; **OR** an equivalent combination of education, training, and experience.

Required Knowledge of:
- Principles, practices, and methods of public relations and information distribution.
- Associated Press (AP) Stylebook.
- Governing Board District policies and procedures.
- Principles, practices, and methods of designing, creating, and distributing promotional and marketing materials.
- District emergency management guidelines.

Required Skills in:
- Establishing and maintaining cooperative working relationships with coworkers and other individuals in contact during the course of work; communicating clearly and concisely.
- Operating a personal computer utilizing standard software such as Microsoft Office and some specialized software; functioning standard office equipment.
- Designing and creating various types of marketing and promotional materials.
- Photographing and video recording events.

Physical Demands/Work Environment:
- Work is performed in a standard office environment.
- Ability to accommodate flexible hours and days.
- Valid driver's license and personal vehicle for local travel.

Revised 2/10/2019

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MEMORANDUM

TO: Honorable Chairman and Members of the Board of Supervisors

FROM: Suzanne "Suzie" Sainz, County Recorder

DATE: September 28, 2020

RE: Approval of Early Ballot Drop Off Boxes ("EBDOB") and Locations in Santa Cruz County and the Procedures for Retrieving the Ballots for All Elections held in Santa Cruz County

---

RECOMMENDATION: Approval of EBDOB and locations in Santa Cruz County and the Procedures for retrieving the ballots for all elections held in Santa Cruz County.

BACKGROUND: The EBDOB will be located throughout Santa Cruz County in preparation for when Early Voting begins on Wednesday, October 7, 2020 and for the benefit of the voter to be able to drop off their ballots in the EBDOB designated locations. Please see the attached locations.

Procedures for retrieving the Early Ballots at the EBDOB locations are attached for your approval.

FINANCIAL IMPLICATIONS: The cost of the EBDOB and hired personnel as Ballot Retrievers will be reimbursed by a grant that was awarded to Santa Cruz County from the AZVote Safe program in the amount of $123,935 and was approved by the Board of Supervisors on September 1, 2020.

PROPOSED MOTION: Motion to approve the EBDOB and Locations in Santa Cruz County and the procedures for **all** elections held in Santa Cruz County.

Thank you for your time and consideration in this matter.

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Procedures
Early Ballot Drop Off Boxes ("EBDOB") & Retrieval

- EBDOB placed outdoors shall be securely fastened in a manner to prevent moving or tampering. Securing the drop-box to concrete or an immovable object and will be removed after an election year.
- All drop-boxes shall be clearly and visibly marked as an official ballot drop-box and secured by a lock and/or sealable with a tamper-evident seal. Only an election official or designated ballot retriever shall have access to the keys and/or combination of the lock to remove the deposited ballots.
- Ballot drop-off locations and drop-boxes shall be locked and covered or otherwise made unavailable to the public until the 27th day prior to an election to ensure that no ballots or any other materials may be deposited before the early voting period begins. Prior to use on the 27th day before the election, all drop-boxes shall be inspected for damage and to ensure they are empty.
- All drop-boxes shall be locked and covered or otherwise made unavailable after the polls have closed at 7:00 p.m. on Election Day to ensure that no ballots may be dropped off after the close of the polls.
- Voted ballots shall be retrieved from ballot drop-off locations and/or drop-boxes on a pre-established schedule. Ballot retrieval shall be more frequent as Election Day approaches.
- For any election that includes a partisan race, at least two designated ballot retrievers of at least two differing party preferences shall be assigned to retrieve voted ballots from a ballot drop-off location or drop-box. For a nonpartisan election, at least two designated ballot retrievers shall be assigned to retrieve voted ballots from a ballot drop-off location or drop-box.
- Each designated ballot retriever shall wear a badge or similar identification that readily identifies them as a designated ballot retriever and/or employee of the County Recorder.
- Upon arrival at a drop-off location or drop-box, the two designated ballot retrievers shall note, on a retrieval form prescribed by the County Recorder or officer in charge of elections, the location of the drop-box and the date and time of arrival.
- The designated ballot retrievers shall retrieve the voted ballots by either placing the voted ballots in a secure ballot transfer container, retrieving the secure ballot container from inside the drop-box, or retrieving the staffed drop-box which also serves as a secure ballot container. If the drop-box includes a secure ballot container, the designated ballot retrievers shall place an empty secure ballot container inside the drop-box. The time of departure from the drop-off location or drop-box shall be noted on the retrieval form.
- Ballots retrieved from a ballot drop-off location or drop-box shall be processed in the same manner as ballots-by-mail personally delivered to the County Recorder or officer in charge of elections, dropped off at a voting location, or received via the United States Postal Service or any other mail delivery service.

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Suzanne "Suzie" Sainz
SANTA CRUZ COUNTY RECORDER
2150 N. Congress Drive, Suite 101 Nogales, Arizona 85621

Early Ballot Drop Off Box ("EBDOB") Retrieval Form

Drop Box Ballot Retrieval:

Date:	Location:
Time of Arrival:	EBDOB ID#:
Time of Departure:	# of Ballots Retrieved:

Ballot Retriever Signature:_____
Ballot Retriever Printed Name:_____
Party Affiliation:_____

Ballot Retriever Signature:_____
Ballot Retriever Printed Name:_____
Party Affiliation:_____

Comments:_____

Santa Cruz County Recorder's Office

Date:	EBDOB ID#:
Time of Arrival:	# of Ballots Verified:

Signed S.C.C. Recorder's Office:_____
Print Name:_____

Comments:_____

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EARLY BALLOT DROP OFF BOXES
CAJAS DE ENTREGA DE BOLETAS ANTICIPADAS

All Drop Boxes Shall be Locked at 7:00 p.m. Election Day

Todos los buzones se cerraran a las 7:00 p.m. el Día de la Elección

Locations/Sitios

Santa Cruz County Complex:
Oficina del Registro Público
2150 N. Congress Drive, Suite 101, Nogales, Arizona 85621

Nogales Public Library:
Biblioteca Pública de Nogales
518 N. Grand Avenue, Nogales, Arizona 85621

Sonoita Public Library:
Biblioteca Pública de Sonoita
3147 Hwy-83, Sonoita, Arizona 85637

Patagonia Town Hall:
Edificio Municipal de Patagonia
310 McKeown Avenue, Patagonia, Arizona 85624

Tubac Community Center:
Centro Comunitario de Tubac
50 Bridge Road, Tubac, Arizona 85646

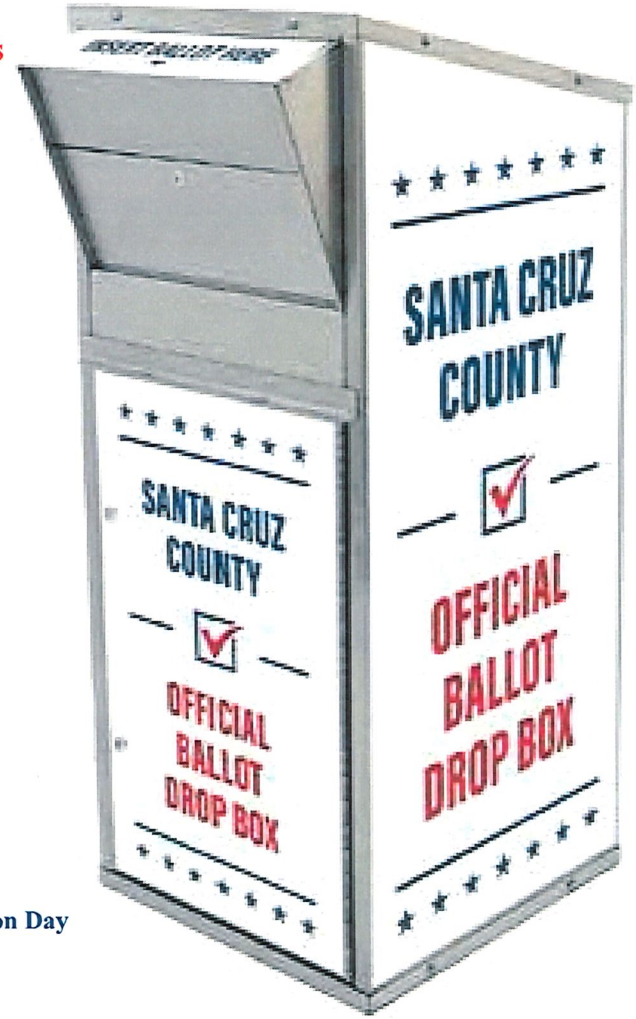
Rio Rico Public Library:
Biblioteca Pública de Río Rico
275 Rio Rico Drive, Rio Rico, Arizona 85648

Available by: Tuesday, October 13, 2020

Nogales City Hall:
777 N. Grand Avenue, Nogales, Arizona 85621

Disponible hasta: martes, 13 de octubre de 2020

Ayuntamiento de Nogales:
777 N. Grand Avenue, Nogales, Arizona 85621



Actual photo of Early Ballot Drop Off Box

Foto real de la caja de entrega anticipada de boletas

Early Ballot Pick Up Schedule:
Horario para Recoger Boletas Anticipadas:

Estimated pick up time 9:00 a.m.
Hora estimada de recoger 9:00 a.m.

Everyday of the week: Monday, October 12, 2020 through Tuesday, November 3, 2020, 7:00 p.m. Election Day

- Santa Cruz County Complex
- Nogales Public Library
- Nogales City Hall

Monday's and Wednesday's: October 12,14,19,21,26,28 & November 2,3, 2020 - Election Day, 7:00 p.m.

- Patagonia Town Hall
- Sonoita Public Library

Tuesday's and Thursday's: October 13,15,20,22,27,29 & November 3, 2020- Election Day, 7:00 p.m.

- Rio Rico Public Library
- Tubac Community Center

Friday's:

- Patagonia Town Hall & Sonoita Public Library – Friday, October 16, 2020
- Rio Rico Public Library & Tubac Community Center – Friday, October 23, 2020

Friday, October 30, 2020: All Early Ballot Drop Off Box Locations

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Board of Supervisors
Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

MEMORANDUM

TO: Board of Supervisors

FROM: Melinda Meek, Elections Department

THROUGH: Jennifer St. John, County Manager

DATE: September 29, 2020

RE: Appointment of election boards for the November 3, 2020 General Election

---

RECOMMENDATION: Staff recommends that the Board approve the appointment of the election boards that will be utilized for the November 3, 2020 General Election.

BACKGROUND: Pursuant to ARS 16-531, when an election is ordered, and not less than twenty days before a general election, the Board of Supervisors shall appoint for each election precinct one inspector, one marshal, two judges and as many clerks of election as deemed necessary.

FINANCIAL IMPLICATIONS: The costs associated with training and the wages paid to each election board member for the November 3, 2020 General Election were factored into the FY20-21 budget for the Elections Department.

PROPOSED MOTION: Motion to approve the appointment of the election boards that will be utilized for the November 3, 2020 General Election.

Santa Cruz County Complex
2150 N. Congress Drive • P.O. Box 1150 • Nogales, Arizona 85621
(520) 375-7812 • FAX (520) 761-7843 • TDD (520) 375-7934

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2020 GENERAL ELECTION – NOVEMBER 3, 2020
POLLWORKERS

WADE CARPENTER MIDDLE SCHOOL
(VC1 - Nogales)

PARTY	NAME	POSITION
DEM	Olivia O'Campo	Inspector
IND	Maria J. Barcelo	Judge
DEM	Gladys Atondo	Judge
MINOR	Karla Bojorquez	Clerk
DEM	Nicole Montez	Clerk
IND	Jacquelin Castro Gonzalez	Clerk
OTH	Juan Carlos Martinez Jr.	Marshal

V.F.W. HALL
(VC2 - Nogales)

PARTY	NAME	POSITION
DEM	Amber McKenzie	Inspector
PND	Emily Moddelmog	Judge
REP	Marco A. Flores	Judge
MINOR	Charlize Cervantes	Clerk
PND	Alondra Ibanez	Clerk
REP	Anthony L. Vartola	Clerk
IND	Remberto Hernandez	Marshal

CHALLENGER SCHOOL
(VC3 - Nogales)

PARTY	NAME	POSITION
REP	Esther Alicia Braun	Inspector
DEM	Alma Romo	Judge
REP	Maureen L. Mahoney	Judge
MNR	Jade Brito	Clerk
MNR	Daniela Caudillo	Clerk
DEM	Kristen Montez	Clerk
DEM	Irma Coronado	Marshal

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NOGALES WOMAN'S CLUB
(VC4 - Nogales)

PARTY	NAME	POSITION
DEM	Athena R. Ashford-Lopez	Inspector
DEM	Ray Ronquillo	Judge
REP	Camila V. Herrera	Judge
IND	Barbara Gudenkauf	Clerk
DEM	Maria del Rosario Morales	Clerk
DEM	Carmen G. Danielson	Clerk
REP	Carola Romero	Marshal

CADY HALL
(VC5 - Patagonia)

PARTY	NAME	POSITION
REP	Dana Hayes	Inspector
PND	Deborah Lee Robinson	Judge
REP	Bailey Hayes	Judge
DEM	Jason Botz	Clerk
DEM	Marilyn Majalca	Clerk
REP	Howard K. Webb	Clerk
DEM	John A. Urias	Marshal

ELGIN COMMUNITY HALL
(Elgin 6)

PARTY	NAME	POSITION
REP	William "Bill" Schock	Inspector
PND	Margaret J. Presser	Judge
REP	William R. Riddle	Judge
DEM	Janet Stewart Veta	Clerk
		Clerk
DEM	Cheryl Schibley	Marshal

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RIO RICO COMMUNITY CENTER
(VC7 – Rio Rico)

PARTY	NAME	POSITION
PND	Carmen Leticia Acosta	Inspector
IND	Carmen A. Ramos	Judge
PND	Evelyn Sandoval	Judge
REP	Carmen Escobar	Clerk
REP	Emmanuel Castro	Clerk
DEM	Steve Acosta	Clerk
DEM	Charlie Knapp	Marshal

RIO RICO FIRE STATION
(VC8 – Rio Rico)

PARTY	NAME	POSITION
DEM	Joselin Portillo	Inspector
REP	Allison Hayes	Judge
PND	Suzanna Becker	Judge
DEM	Evangelina Portillo	Clerk
REP	Sarah A. Maudlin	Clerk
MINOR	Morgan Hayes	Clerk
IND	Ricardo L. Maldonado	Marshal

ZEHENTNER-GABILONDO PUBLIC WORKS BUILDING
(VC9 – Rio Rico)

PARTY	NAME	POSITION
IND	Kariz O. Godinez	Inspector
DEM	Toni Pacheco	Judge
PND	Justine Pena	Judge
DEM	Yalitza Garcia	Clerk
MINOR	Maximiliano Dominguez-Aguirre	Clerk
DEM	Abril Nerey	Clerk
REP	Candelario Adam Jr.	Marshal

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TUBAC-PECK CANYON FIRE STATION
(VC10 – Rio Rico)

PARTY	NAME	POSITION
DEM	Dolores Knapp	Inspector
REP	Reuben Narramore	Judge
DEM	Jessica Jannette Romero	Judge
IND	Guadalupe Narramore	Clerk
DEM	Jasmin Alexis Romero	Clerk
IND	Celeste Navarro	Clerk
IND	Debbie Gonzales	Marshal

SANTA CRUZ COUNTY NORTH FACILITY
(Tubac 11)

PARTY	NAME	POSITION
REP	Aleatha Moyer	Inspector
DEM	Kevin J. McCann	Judge
REP	Catherine M. Breen	Judge
DEM	Nancy “Nan” Fitzpatrick	Clerk
REP	Devorah Lee Pearson	Clerk
DEM	Brenda B. Camou	Clerk
DEM	John Bruce Monro	Marshal

EMMANUEL BAPTIST CHURCH
(VC 12)

PARTY	NAME	POSITION
DEM	Mary Hays	Inspector
PND	Karla Ivette Salgado	Judge
DEM	Zuilma Hernandez	Judge
DEM	Lupita Avila-Dabdoub	Clerk
IND	Luz Maria Rodriguez	Clerk
MINOR	Graciela Lopez	Clerk
PND	Victor Coss	Marshal

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SCC Fair & Rodeo Fairgrounds
(Sonoita 15)

PARTY	NAME	POSITION
REP	Karla Cafarelli	Inspector
IND	Therese H. Schwartz	Judge
DEM	Juanita Havill	Judge
REP	Gloria Small	Clerk
REP	Janet Pfitzenmaier	Clerk
DEM	Kathryn V. Dotson	Marshal

EARLY / TALLY BOARD
(SCC Complex, Rm 205)

PARTY	NAME	POSITION
DEM	Herendida “Eddy” Garavito	Inspector
OTH	Gabriela Garcia	Judge
DEM	Lupita I. Doyle	Judge
IND	Irma Esparza	Clerk
DEM	Brenda Grambs	Clerk
REP	Isabel Flores	Marshal

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RESOLUTION 2020-14

A RESOLUTION OF SANTA CRUZ COUNTY, DESIGNATING VOTE CENTERS FOR THE NOVEMBER 3, 2020 GENERAL ELECTION

WHEREAS, A.R.S. § 16-411 (B)(4) allows the Board of Supervisors to authorize, by resolution, the use of Vote Centers in place of specifically designated polling places; and

WHEREAS, the number of active voters who have chosen to be on the Permanent Early Voting List exceeds 75 percent of the total voter registration;

NOW, THEREFORE, BE IT RESOLVED that following locations are designated as Vote Centers in Santa Cruz County for the November 3, 2020 General Election:

Wade Carpenter School (Cafeteria), 595 W. Kino Street, Nogales
V.F.W. Hall, 653 N. Grand Ave., Nogales
Challenger School (Library), 901 E. Calle Mayer, Nogales
Nogales Woman's Club, 1320 E. Bristol Drive, Nogales
Cady Hall, 346 Duquesne Ave., Patagonia
Elgin Community Hall, 475 Elgin Road, Elgin
Rio Rico Community Center, 391 Avenida Coatimundi, Rio Rico
Rio Rico Fire Station, 957 Calle Calabasas, Rio Rico
Zehentner-Gabilondo P. W. Bldg., 275 Rio Rico Dr., Rio Rico
Tubac-Peck Canyon Fire Station, 1360 W. Frontage Rd., Rio Rico
Santa Cruz County North Facility, 50 Bridge Road, Tubac
Emmanuel Baptist Church, 879 N. Perkins Ave., Nogales
Santa Cruz County Fair & Rodeo Fairgrounds – Pioneer Hall, 3142 S. Hwy 83, Sonoita

ADOPTED AND APPROVED by the Santa Cruz County Board of Supervisors on this 6th day of October, 2020.

Bruce Bracker, Chairman	Manuel Ruiz, Vice Chairman	Rudy Molera, Member

ATTEST:

Jennifer St. John
Interim Clerk of the Board

APPROVED AS TO FORM:

Kimberly Hunley,
Chief Civil Deputy County Attorney

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Board of Supervisors
Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

MEMORANDUM

TO: Board of Supervisors

FROM: Melinda Meek, Elections Department

THROUGH: Jennifer St. John, County Manager

DATE: September 25, 2020

RE: Resolution #2020-15, Cancellation of certain School District Elections, appointing candidates that filed and declaring vacancies

---

RECOMMENDATION: Staff recommends approval of Resolution #2020-15 cancelling certain School District Elections for the 11/3/20 General Election, appointing candidates that filed and declaring vacancies.

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

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

The list of School Districts that are eligible for cancellation, candidates who are eligible for appointment and seats that are designated vacant are listed on Exhibit A of Resolution #2020-15.

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

PROPOSED MOTION: Move to approve Resolution #2020-15 cancelling certain School District Elections for the 11/3/20 General Election, appointing candidates that filed as if they were elected and declaring vacancies to be filled as provided by law, as listed on Exhibit A.

Santa Cruz County Complex
2150 N. Congress Drive • P.O. Box 1150 • Nogales, Arizona 85621
(520) 375-7812 • FAX (520) 761-7843 • TDD (520) 375-7934

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RESOLUTION #2020-15

A RESOLUTION OF THE SANTA CRUZ COUNTY BOARD OF SUPERVISORS CANCELLING CERTAIN SCHOOL DISTRICT ELECTIONS FOR THE NOVEMBER 3, 2020 GENERAL ELECTION,APPOINTING ALL CANDIDATES THAT FILED TO RUN FOR BOARD MEMBERS FOR THOSE DISTRICTS IN WHICH NO ELECTION IS REQUIRED AND DECLARING VACANCIES TO BE FILLED AS PROVIDED BY LAW

WHEREAS, an election was to be held on November 3, 2020 for the Offices of School Board members; and

WHEREAS, pursuant to A.R.S. §16-311(B), any person desiring to become a Nonpartisan candidate at the General Election to be held on November 3, 2020, must have signed and filed Nonpartisan nomination papers on or before July 6, 2020; and

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

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

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

WHEREAS, the list of School Districts that are eligible for cancellation and the seats that are eligible to be declared vacant and filled as provided by law is attached as **EXHIBIT A**; and

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

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NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Santa Cruz County that the election for School Districts listed on **Exhibit A** scheduled for November 3, 2020 is hereby cancelled.

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

BE IT FURTHER RESOLVED that the seats that are designated vacant on the attached **EXHIBIT A** are hereby deemed vacant and shall be filled as provided by law.

PASSED AND ADOPTED this 6th day of October, 2020.

_____
Bruce Bracker, Chairman

_____
Manuel Ruiz, Vice-Chairman

_____
Rudy Molera, Member

ATTEST:

_____
Jennifer St. John
Interim Clerk of the Board

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EXHIBIT A

NAME	SCHOOL DISTRICT
Cesar Lopez Greg Lucero Manuel "Manny" Ruiz	Nogales Unified School Dist. #1
Audrey Doles Nancy McCoy Kathleen Pasierb Marilyn Miller **VACANT**	Patagonia Elementary School Dist. #6 2-year term
Cynthia Matus-Morriss Paula Schaper **VACANT** **VACANT**	Patagonia Union High School Dist. #20 2-year term
Nancy Webster	Sonoita Elementary School Dist. #25 2-year term
Daniel Fish Carrie Pottinger John Wemlinger	Santa Cruz Elementary School Dist. #28
Brad Beach Joel Kramer	Santa Cruz Valley Unified School Dist. #35
Marcelino Varona, Jr. Angela Meixell	Provisional Community College Precinct #1 Provisional Community College Precinct #4

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Board of Supervisors
Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

MEMORANDUM

TO: Board of Supervisors

FROM: Melinda Meek, Elections Department

THROUGH: Jennifer St. John, County Manager

DATE: September 25, 2020

RE: Resolution #2020-16, Cancellation of Fire District Elections, appointing candidates that filed and declaring vacancies

---

RECOMMENDATION: Staff recommends approval of Resolution #2020-16 cancelling Fire District Board Elections for the 11/3/20 General Election, appointing candidates that filed and declaring vacancies.

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

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

The list of Fire Districts that are eligible for cancellation, candidates who are eligible for appointment and seats that are designated vacant are listed on Exhibit A of Resolution #2020-16.

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

PROPOSED MOTION: Move to approve Resolution #2020-16 cancelling Fire District Elections for the 11/3/20 General Election, appointing candidates that filed as if they were elected and declaring vacancies to be filled as provided by law, as listed on Exhibit A.

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RESOLUTION #2020-16

A RESOLUTION OF THE SANTA CRUZ COUNTY BOARD OF SUPERVISORS CANCELLING FIRE DISTRICT ELECTIONS FOR THE NOVEMBER 3, 2020 GENERAL ELECTION, APPOINTING ALL CANDIDATES THAT FILED TO RUN FOR BOARD MEMBER FOR THE DISTRICTS IN WHICH NO ELECTION IS REQUIRED AND DECLARING VACANCIES TO BE FILLED AS PROVIDED BY LAW

WHEREAS, an election was to be held on November 3, 2020, for Fire District Board members; and

WHEREAS, the deadline for filing nomination papers to run for said offices was July 6, 2020; and

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

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

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

WHEREAS, the list of Fire Districts that eligible for cancellation and the seats that are eligible to be declared vacant and filled as provided by law is attached as **EXHIBIT A**; and

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

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NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Santa Cruz County that the election for Fire Districts listed on **Exhibit A** scheduled for November 3, 2020 is hereby cancelled.

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

BE IT FURTHER RESOLVED that the seats that are designated vacant on the attached **EXHIBIT A** are hereby deemed vacant and shall be filled as provided by law.

PASSED AND ADOPTED this 6th day of October, 2020.

_____
Bruce Bracker, Chairman

_____
Manuel Ruiz, Vice-Chairman

_____
Rudy Molera, Member

ATTEST:

_____
Jennifer St. John
Interim Clerk of the Board

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EXHIBIT A

NAME	FIRE DISTRICT
David Valenzuela Dora Madrid	Nogales Suburban Fire District
Dora Alvidrez-Urias **VACANT**	Rio Rico Fire District
Christopher Johnson **VACANT** **VACANT**	Sonoita/Elgin Fire District
Peter Benequista Mary Dahl Bill Kirkpatrick	Tubac Fire District

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Board of Supervisors
Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

MEMORANDUM

TO: Board of Supervisors

FROM: Melinda Meek, Elections Department

THROUGH: Jennifer St. John, County Manager

DATE: September 28, 2020

RE: Resolution #2020-17, Cancellation of Three Canyons Domestic Water Improvement District (DWID) Election and appointing candidates that filed

---

RECOMMENDATION: Staff recommends approval of Resolution #2020-17 cancelling Three Canyons DWID Election for the 11/3/20 General Election and appointing candidates that filed.

BACKGROUND: A.R.S. §48-1012(E) states that if only one person files nominating petitions for an election to fill a position on the board of directors of the district, the Board of Supervisors may cancel the election for the position and appoint the person who filed the nominating petitions to fill the position.

Three (3) candidates filed to run for each of the three (3) seats up for election for the Three Canyons DWID Board of Directors as follows: David Ellis, Daniel Jamieson and Kathy Jamieson.

FINANCIAL IMPLICATIONS: Cancellation will result in cost-savings to the Three Canyons DWID.

PROPOSED MOTION: Move to approve Resolution #2020-17 cancelling Three Canyons DWID Election for the 11/3/20 General Election and appointing David Ellis, Daniel Jamieson and Kathy Jamieson as if they were elected.

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RESOLUTION #2020-17

A RESOLUTION OF THE SANTA CRUZ COUNTY BOARD OF SUPERVISORS CANCELLING THE THREE CANYONS DOMESTIC WATER IMPROVEMENT DISTRICT (DWID)ELECTION FOR THE NOVEMBER 3, 2020 GENERAL ELECTION AND APPOINTING THE CANDIDATES THAT FILED TO RUN FOR BOARD MEMBER FOR THE DISTRICT IN WHICH NO ELECTION IS REQUIRED

WHEREAS, an election was to be held on November 3, 2020, for three (3) seats on the Three Canyons DWID Board of Directors;

WHEREAS, the deadline for filing nomination papers to run for said offices was July 6, 2020 and on that date only three (3) candidates had filed to run for each of the three (3) seats up for election for the Three Canyons DWID Board of Directors; and

WHEREAS, pursuant to A.R.S. §48-1012(E), if only one person files nominating petitions for an election to fill a position on the board of directors of the district, the Board of Supervisors may cancel the election for the position and appoint the person who filed the nominating petitions to fill the position; and

WHEREAS, cancellation of the Three Canyons DWID Election and the appointment of candidates who filed will foster efficiency, economy and cost saving in the election process.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Santa Cruz County that the Three Canyons DWID Board Election scheduled for November 3, 2020 is hereby cancelled.

BE IT FURTHER RESOLVED that **DAVID ELLIS, DANIEL JAMIESON AND KATHY JAMIESON** are hereby appointed to fill the three (3) seats for the **Three Canyons DWID Board of Directors**, effective upon the beginning of the term, with all of the powers and duties of that office as if elected.

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PASSED AND ADOPTED this 6th day of October, 2020.

Bruce Bracker, Chairman

Manuel Ruiz, Vice-Chairman

Rudy Molera, Member

ATTEST:

Jennifer St. John
Interim Clerk of the Board

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Santa Cruz County Fair and Rodeo Assn. (SCCFRA)

Community Halloween Party

October 30th, 2020

Every year SCCFRA offers a free Halloween Party to our community. This is just one of the ways SCCFRA gives back to our community to thank them for their support and volunteerism. This year we have scaled back many activities but have worked hard to come up with new activities we can offer safely while still providing a fun night for our community. The activities we plan to offer include:

-Tractor Treat

-Hay Maze

-Hay Ride

-Costume Contest

-Bounce House

The following are SCCFRA guidelines and protocol for the Community Halloween Party

Signage *(multiple copies of each sign will be located throughout the property):*

- Social Distancing Banners "Please keep safe distance – 6 Ft. Apart"
- CDC banners, encouraging hand washing/sanitizing, masks, and safe social distancing.
- Waiver posters – Warning people of COVID risk.
- SCCFRA Social Distancing Signs. "Social Distance or Wear a Mask"
- Santa Cruz County Mask Mandate signs.

Tractor Treat *(Outside)*:

- All tractors spaced 6 feet apart
- Anyone handing out candy at the tractors will wear a mask and gloves
- All candy will be packaged

Hay Maze *(Gardner Hall)*:

- Signage asking all participants in line to remain 6' apart
- The entrance to the maze will be controlled by a volunteer in a mask
- The volunteer at the entrance will space participants out ensuring they maintain social distance while going through the maze.
- Hand sanitizer will be available at the entrance and exit of the maze.
- Separate entrance and exit.

Hay Ride *(Outside)*:

- Signage asking all participants in line to remain 6' apart
- Volunteer with a mask controlling how many people on the wagon at a time.

- There will only be 10 people allowed at a time on the wagon.
- Hand sanitizer available before and after the hayride.
- Mask mandate for all hayride participants.

Costume Contest *(Outside)*:

- Participants will enter the stage from the back door and exit the stage using the stairs at the front.
- The participants will be spaced 6' apart.
- Judges will sit in front of the stage 6' apart.

Bounce House *(Outside):*

- Signage asking all participants in line to remain 6' apart
- The entrance to the bounce house will be controlled by a volunteer in a mask.
- The volunteer at the entrance will control the number of participants in the bounce house at a time.
- Participation will be limited to family members only in the bounce house at a time.
- Time will be limited to 5 minutes.
- Hand Sanitizer available before entering and upon exiting the bounce house.
- Mask mandate for all bounce house participants.

Food and Drink *(Pioneer Hall):*

- Food and drink will be served by volunteers in masks and gloves following the CDC "Safety Recommendations and Standards for Food Distribution" (Attachment 1)
- Food and drink distributors will follow the following protocol:
    1. Maintain good social distance (6 feet apart).
    2. Wash hands often with soap and water. If soap is not available, use a hand sanitizer that contains at least 60% alcohol.
    3. Routinely clean and disinfect frequently touched surfaces.
    4. Cover mouth and nose with a mask when around others.
- Hand Sanitizer will be available.
- All tables will be space 6' apart.

Bathrooms/Hand Washing Stations/Hand Sanitizer:

- We will bring in an additional hand washing station.
- Hand sanitizer will be available at the bars, bathrooms, all activities, and food/drink area.

SCCFRA will post the approved guidelines and protocol online.

SCCFRA will post the current Proclamation of the Santa Cruz County Board of Supervisors mandating face coverings in public.

Attached (Attachment 2) is a map of the fairgrounds outlining the different areas discussed in the protocol.

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Attachment 1:

COVID-19 Safety Recommendations and Standards for Food Distribution and Purchases at Arizona Farmers Markets

To minimize COVID-19 transmission risk, Arizona farmers markets are asked to enact the following recommendations regarding distancing, sanitation, and communication for the benefit of customers and farmers.

Farmers Market Management Team:

Use social media and newsletters to communicate with vendors and customers that they should not come to the market if they are sick or have been in contact with someone who is sick.

Provide adequate spacing for vendors' booths and equipment (cones, chalk, tape, spray paint) to ensure physical distancing (at least 6 feet between individuals) while entering the market, waiting in lines, and moving inside the market.

Promote pre-ordering, alternate pick-up locations/procedures (including drive-thru), and delivery options.

Encourage to-go options for food and beverages.

Provide signage at market points of entry with information about safety protocols in place (i.e. Keep 6-foot distance; You Touch – You Buy; Look with eyes, Not with hands, etc.)

Encourage vendors to provide at least two staff at every vendor's stand -- one person handling payment or money and a different person handling products.

Provide fully stocked handwashing stations for vendors, customers, and market staff. Stations should include hand soap, portable water, graywater catch basin, single-use paper towels, and how-to signage about handwashing in relevant languages. Consider placing a station at the market entry and encourage attendees to wash hands before entering. Encourage vendors to bring their own fully stocked handwashing stations for their booths.

Encourage vendors to supply hand sanitizer (with at least 60% alcohol) at their stations. Hand sanitizer should only be used as a last resort if handwashing is not available; you cannot sanitize soiled hands.

Single-use gloves should only be worn if hands are washed before and after gloves are used. Gloves should only be used for one task (i.e. only handling produce – not produce and money) and should be replaced when switching tasks, after performing appropriate hand hygiene, or as soon as they are soiled/torn.

Eliminate food sampling, tastings, and cooking demonstrations.

Limit or eliminate non-essential/non-related services, such as bands, other entertainment, or seating areas that promote gatherings. Do not allow customers to bring pets to the market (service animals are not considered pets).

Share factsheets and information about proper handwashing technique.
https://www.cdc.gov/handwashing/posters.html

Place visible signage throughout the market with CDC-recommended safety and behavior guidelines.

Reach out to your local county environmental health departments. Find your county info here.

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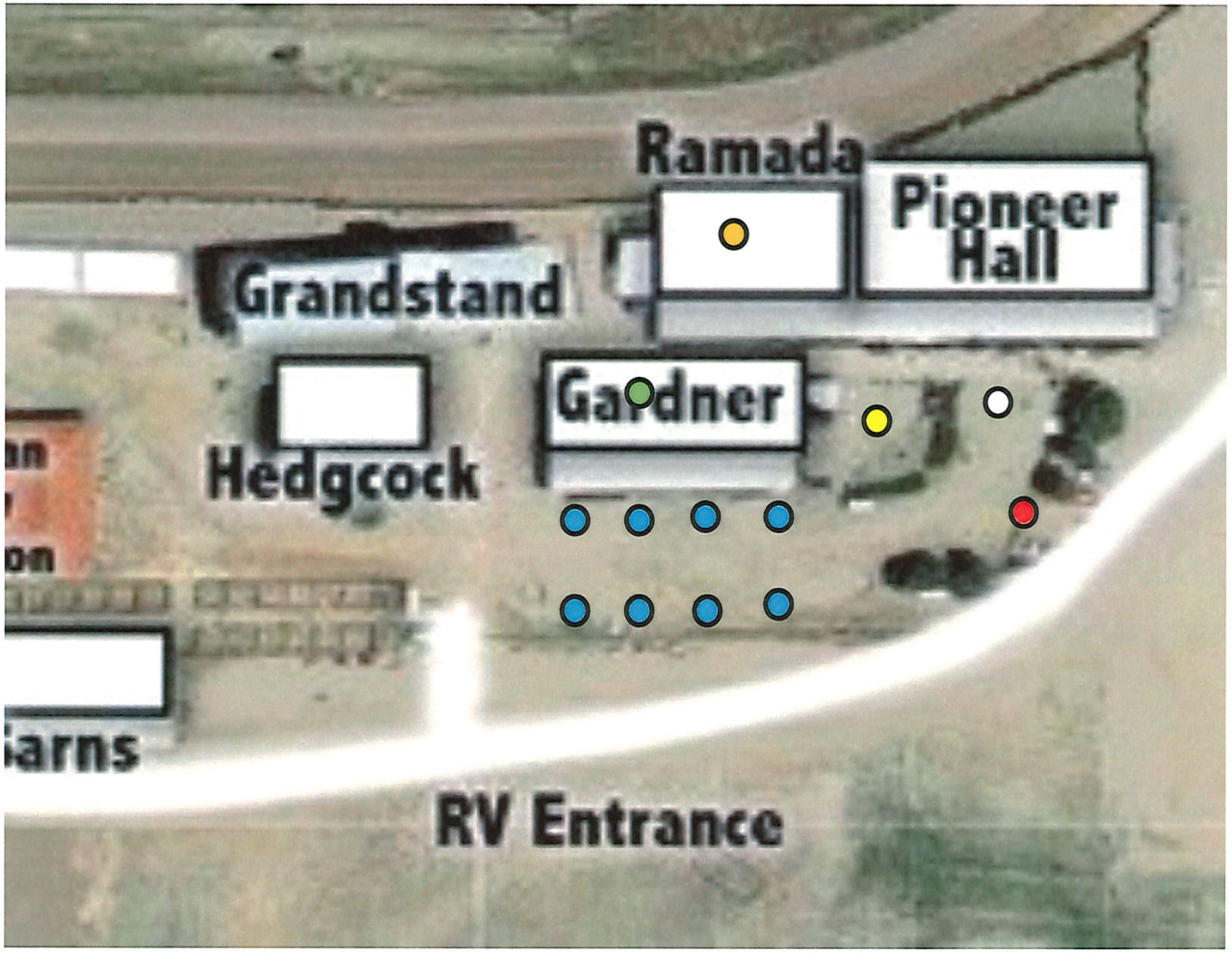
Attachment 2:

Community Halloween Party—10/30/20



- Tractor Treat
- Entrance to Hay Ride
- Hay Maze
- Costume Contest
- Bounce House
- Hand Washing

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State of Arizona
Department of Liquor Licenses and Control

Created 08/12/2020 @ 10:30:46 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	NICKEL'S DINER		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1060 YAVAPAI DRIVE #1 RIO RICO, AZ 85648 USA		
Mailing Address:	414 CID COURT RIO RICO, AZ 85648 USA		
Phone:	(520)281-1040		
Alt. Phone:	(520)841-4366		
Email:	NRENDON.01@GMAIL.COM		

AGENT

Name:	NICK ANTHONY RENDON SR
Gender:	Male
Correspondence Address:	414 CID COURT RIO RICO, AZ 85648 USA
Phone:	(520)841-4366
Alt. Phone:	
Email:	NRENDON.01@GMAIL.COM

OWNER

Name:	NICKEL'S DINER LLC		
Contact Name:	NICK ANTHONY RENDON SR		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	L16941802	State of Incorporation:	AZ
Incorporation Date:	07/21/2011		
Correspondence Address:	414 CID COURT RIO RICO, AZ 85648 USA		
Phone:	(520)841-4366		
Alt. Phone:			
Email:	NRENDON.01@GMAIL.COM		

Officers / Stockholders

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Name:	Title:	% Interest:
NICK ANTHONY RENDON SR	MEMBER	51.00
KATHERINE CONNOLLY RENDON	MEMBER	49.00

NICKEL'S DINER LLC - MEMBER

Name:	NICK ANTHONY RENDON SR
Gender:	Male
Correspondence Address:	414 CID COURT RIO RICO, AZ 85648 USA
Phone:	(520)841-4366
Alt. Phone:	
Email:	NRENDON.01@GMAIL.COM

NICKEL'S DINER LLC - MEMBER

Name:	KATHERINE CONNOLLY RENDON
Gender:	Female
Correspondence Address:	414 CID COURT RIO RICO, AZ 85648 USA
Phone:	(520)841-0033
Alt. Phone:	
Email:	KITKATRENDON@GMAIL.COM

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APPLICATION INFORMATION

Application Number: 113035
Application Type: New Application
Created Date: ~~06/30/2020~~ 8-12-2020 Selena

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   Property Tenant
3) Is there a penalty if lease is not fulfilled?
   No
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   ~~Yes~~ NO Clay
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   Zero..in process of acquiring a loan to build new building across the street.
6) Is there a drive through window on the premises?
   No
7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
   Contiguous
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	Nickels Diner full set.pdf	07/01/2020
MENU	2020 Menu.pdf	07/01/2020
RESTAURANT OPERATION PLAN	DLLC Restaurant Operation Plan.pdf	07/22/2020
QUESTIONNAIRE	DLLC Questionaire.pdf	07/22/2020
RECORDS REQUIRED FOR AUDIT	DLLC Audit.pdf	07/22/2020
	Labeled Diagram.pdf	08/03/2020
	Passport.pdf	08/03/2020
	Alien Status.pdf	08/03/2020
	DLLC Questionaire Katherine.pdf	08/07/2020
	DLLC Questionaire Nick.pdf	08/07/2020

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

FOR DLLC USE ONLY
Received Date:
Job #:
CSR:
License #:

APPLICATION FOR SPECIAL EVENT LICENSE

Fees: $25.00 per day for 1-10 days (consecutive) *Cash Checks or Money Orders Only*
A service fee of $25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event.

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

1. Applicant: M.U.S.I.C. Foundation of Arizona, Inc. (Last) Brad Laughlin (First) (Middle) 12-16-64 (Date of Birth)
2. Applicant's mailing address: PO Box 87947 (Street) Phoenix, (City) Az (State) 85080-7947 (Zip)
3. Applicant's home/cell phone: (602) 770-7307 cell Applicant's business phone: (___) Same as cell
4. Applicant's email address: Brad@PBCProductions.com

SECTION 2 Name of Organization, Candidate or Political Party/Gov.: M.U.S.I.C. Foundation of Arizona, Inc.

SECTION 3 Non-Profit/IRS Tax Exempt Number: 27-0669907

SECTION 4 Event Location: Santa Cruz County Fair & Rodeo Grounds

Event Address: 3142 Az 83, Sonoita, Az 85367

SECTION 5 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	October 24,2020	Saturday	12 pm	10:30 pm
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY10:				

Individuals requiring ADA accommodations call (602)542-2999

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

2 Number of Police 6 Number of Security Personnel ☑ Fencing ☐ Barriers

Explanation: **This is family oriented event with licensed security staff and off duty Sheriff participation.**

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

Sonoita County Fair and Rodeo Grounds	# 05120001	(520) 455-5553
Name of Business	License Number	Phone (Include Area Code)

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

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

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

SECTION 9 What is the purpose of this event?

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

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
   ☐ Yes ☑ No **(If yes, attach explanation.)**

2. How many special event days have been issued to this organization during the calendar year? 0
   (The number cannot exceed 10 days per year.)

3. Is the Organization using the services of a Licensed Contractor?

   ☐ Yes ☑ No If yes, please provide the following: Name of Licensed Contractor: _____

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?

   ☐ Yes ☑ No If yes, please provide the following: Name of Licensee _____ License #: _____

5. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

   Name **M.U.S.I.C.Foundation of Arizona, Inc.** Percentage: **100%**

   Address **PO Box 87947, Phoenix, Az 85080-7947**

   Name _____ Percentage: _____

   Address _____
   Street City State Zip

Individuals requiring ADA accommodations call (602)542-2999

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

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

SECTION 11 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

ATTACH DIAGRAM

If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. ***Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.***

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

Applicant Signature: _____

LOCAL GOVERNING BOARD

Date Received: _____

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

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

DLLC USE ONLY

☐APPROVAL ☐DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

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

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

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

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

Individuals requiring ADA accommodations call (602)542-2999

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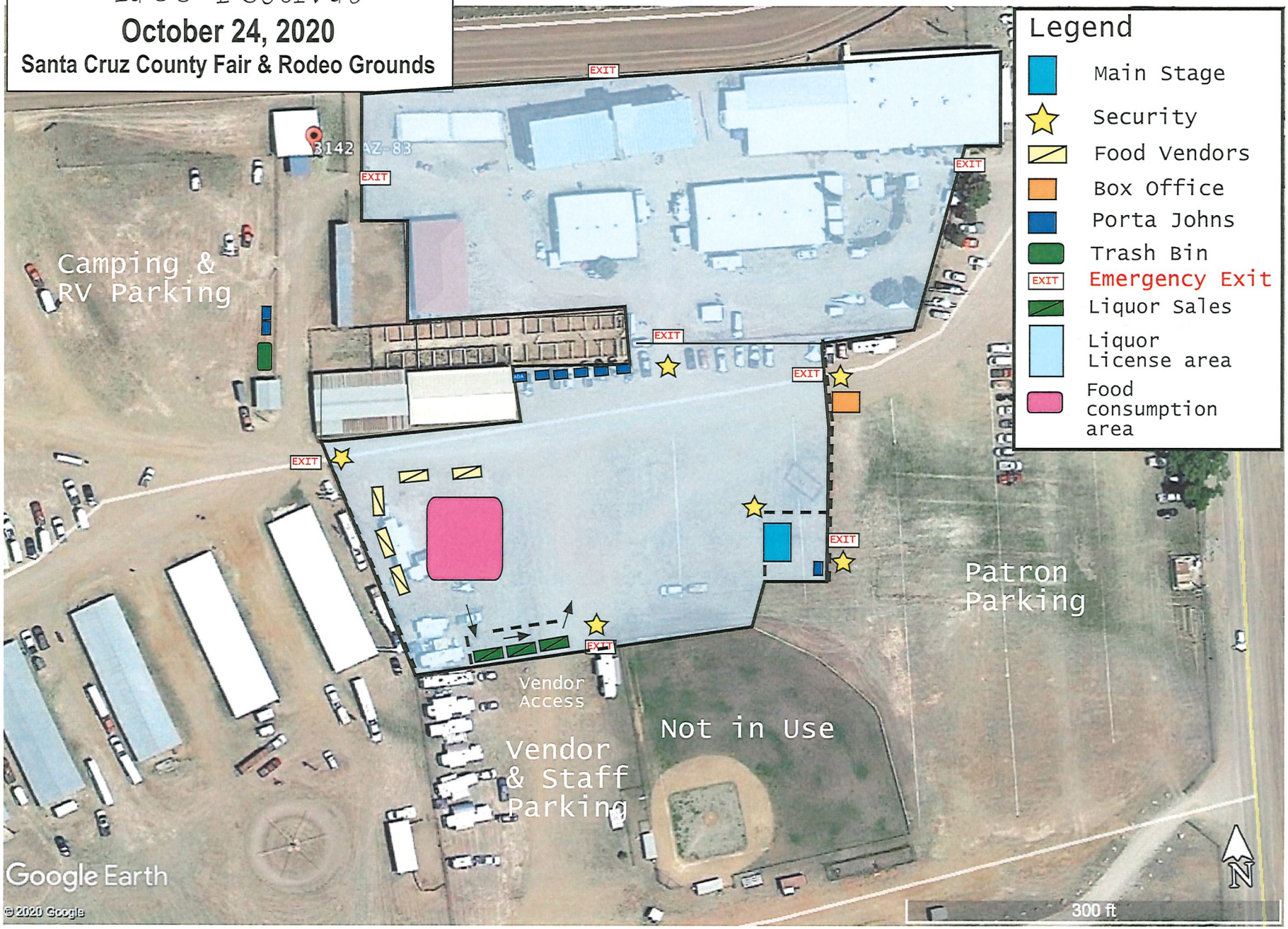
Taco Festival

October 24, 2020

Santa Cruz County Fair & Rodeo Grounds



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Taco Festival & Concert

Venue: Santa Cruz County Fair & Rodeo Grounds on October 24, 2020

RE: Addressing Our Covid 19 Action and Safety Plan

To Whom it may concern,

This is is to outline our Covid 19 response protocol for our event. I am George Blake, the Production Manager working with Brad Laughlin to produce a fun and entertaining event for everyone to enjoy. The most important goal is the safety of all our patrons and our staff. I will be on site managing our staff during the event to make sure our plan is in effect at all times.

Once we are approved for the event, the porper required insurance for the county will be sent.

Our Taco Festival is an event with food and music for everyone to enjoy opening at noon on Saturday, October 24th and closing at 10 pm. Tickets will be sold for access into the event area at the box office and on line. We plan to have several food service trucks in addendance. Before entry , all patrons will be required to have their temperature checked. We hope to see 1500 people attend and with the large event area at this time we do not expect to have to limit the crowd to a maximm number. We will be monitoring the advance ticket sales to gauge wheather or not if will will limit the total attendance.

The stage will be a portable "Stage Line" stage with entertainment being pop and rock music in the afternoon and evening hours. We are also applying for a temporary Liquor License to serve the public.

The Taco Festival will not be implimenting any camping as this is only a one day event. I have removed this from our event site map.

My Food vendor manager, Jeremy Nosrati, has years of experience and currently works in the restaurant business so he is very familiar with *Phase 1* requirements for restaurants.

Michael Battle, with his a licensed security team from Amor Protection Group, is also up to speed on everything he needs to know about protecting the public and our staff.

I will meet with all staff members prior to the event to outline our Covid protocol and how we will address these issues so everyone is fully aware of how to execute and enforce our policies.

Here is a list of the steps we are taking to have a safe event for everyone.

1. All our staff and vendors will be wearing masks and gloves. (see Jeremys Covid plan). All patrons are required to wear masks during the event and practice social distancing at all times.

2. A complete list of items *patrons can and cannot* bring will be posted on our website and at the front entrance and on our soon to be announced web site.

3. Next we will address social distancing in all lines such as the Box Office at the main entrance and also at the lines at food vendors, and bar areas. We will paint lines at 6' intervals on the ground at the appropiate locations around the venue as a reminder to social distance when in line for service.

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4. Also we will add *reminder* signs at the front entrance, food vendor areas, and bar area about how important these steps are and will encourage everyone to follow them. These signs will have the following; Stand and sit 6' apart, wear a mask at all times, no parties larger than 6 people standing or sitting together, Blankets will be allowed into the event, no chairs or ice chests, water will be available for sale from the food vendors. Our Amor Security staff will also patrol these areas with polite reminders about social distancing. All patrons will be instructed to use common sense, practice safety and stay home if you are sick.

5. The area in front of the stage will not have seats as it will be patron provided blankets on the ground. Groups and families of 10 or less grouped together and a distance of 6' minimum between groups monitored by Amor Security staff through out the event. This information will also be posted on our website prior to the event along with a phone number to call with questions.

6. The Santa Cruz County Fair and Rodeo Grounds is a large outdoor area with plenty of open air ventilation unlike an indoor gathering or event with recirculate air.

7. We plan to have six (6) sanitizing stations available to the public at several locations around the venue. Additional hand sanitizing stations will be provided by the food vendors. Staff will wipe down often touched areas like tables, counters and restrooms on a regular basis throughout the event. And four (4) hand washing stations located next to the porta johns.

8. Temperature checks at the box office before entering will be required. If a patron has a temperature of 100 degrees or above, they will be denied entry along with the rest of their party.

9. To purchase alcohol, a valid picture ID will be required to be shown at the box off prior to entry. A non-removable wrist band will indicate a patron has proven to be over 21 years of age.

10. We will be reaching out to the local Sheriff and Fire Departments for their input and support.

In conclusion we believe this plan meets all the current recommended policies for a safe and entertaining event for everyone. And we are aware that our planning and execution may well be a positive example for other events to follow as we try to bring back commerce.

Sincerely,

George Blake
Event Manager

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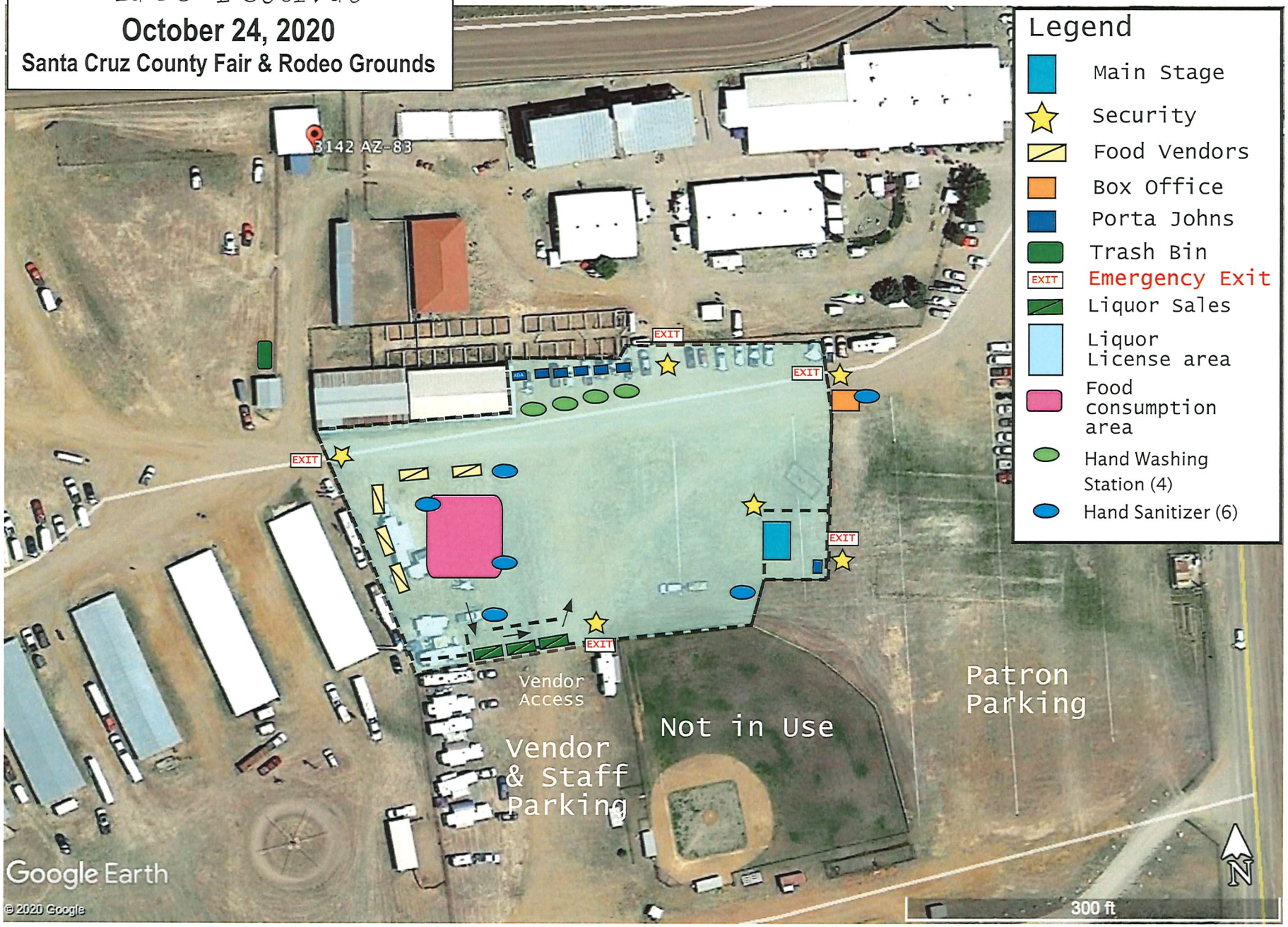
Taco Festival

October 24, 2020

Santa Cruz County Fair & Rodeo Grounds



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BOND FOR ISSUANCE OF DUPLICATE WARRANT

Know all men these presents that the payee undersigned was issued warrant number **4037504** on the Treasurer of Santa Cruz County in the amount of **$9,045.53** dated on or about **August 21, 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 the 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 County, this 17th day of Sept 2020.

Payee: **VALLE VERDE WATER COMPANY**

Address: **PO BOX 85160**
TUCSON, AZ 85754

Surety: Dorinda Chacon

Address: PO Box 85160
Tucson, Az 85754

STATE OF ARIZONA }
}
COUNTY OF SANTA CRUZ }

On the 17th day of September 2020, before me the undersigned notary public, personally appeared the payee **VALLE VERDE WATER COMPANY.**, and the surety, Dorinda Chacon each of whom acknowledged that (s) he executed the foregoing bond.

Patrice A. Bayers
Notary Public

My Commission Expires:

9-01-23

Notary Public State of Arizona
Pima County
Patrice A Bayers
My Commission Expires 09/01/2023
Commission Number 570576

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

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STATE OF ARIZONA }
}
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 encumbered 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: Donnda Chacon

_____

_____

Subscribed and sworn to before me this 17th day of Sept 2020.

Patrice A. Bayers
Notary Public

My Commission Expires:

9-01-23

Notary Public State of Arizona
Pima County
Patrice A Bayers
My Commission Expires 09/01/2023
Commission Number 570576

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 issued.

_____
Clerk of the Board of Supervisors
Santa Cruz County

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Date Printed: 9/28/2020 2:37
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2020
Resolution No: 55915
Date Created: 9/28/2020 2:37 PM

Reason For Change:

Taxpayer qualifies for Disability Tax Exemption for 2020 tax year.

AS BILLED PARCEL ID: 10142101B AREA CODE 0150
ACCOUNT NUMBER: R000001853
PUC 0131-SFR-010-3 URBAN-SUBDIVID

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
03I	38,837	10.00	1,942	5,826
03L	2,644	10.00	132	396
Total	41,481		2,074	6,222

Full Cash	Valuation	%	Exempt	Net Assessed
03I	47,796	10.00	0	4,780
03L	3,254	10.00	0	325
Total	51,050		0	5,105

CHANGE TO PARCEL ID: 10142101B AREA CODE 0150
ACCOUNT NUMBER: R000001853
PUC 0131-SFR-010-3 URBAN-SUBDIVID

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
03I	38,837	10.00	-1,942	1,942
03L	2,644	10.00	-132	132
Total	41,481		-2,074	2,074

Full Cash	Valuation	%	Exempt	Net Assessed
03I	47,796	10.00	0	4,780
03L	3,254	10.00	0	325
Total	51,050		0	5,105

Description As Billed
SUB NOON ADDITION THE NELY 50 FEET OF LOTS 6 AND 7 BLK N

ALVAREZ JUAN & IRMA J
363 WEST ST
NOGALES, AZ 85621

Description Change To
SUB NOON ADDITION THE NELY 50 FEET OF LOTS 6 AND 7 BLK N

ALVAREZ JUAN & IRMA J
363 WEST ST
NOGALES, AZ 85621

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Date Printed: 9/28/2020 2:50
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2020
Resolution No: 55916
Date Created: 9/28/2020 2:50 PM

Reason For Change:

Taxpayer qualifies for Widow's Tax Exemption for 2020 tax year.

AS BILLED PARCEL ID: 10219093 AREA CODE 0150
ACCOUNT NUMBER: R000003391
PUC 0131-SFR-010-3
URBAN-SUBDIVID

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
03I	68,867	10.00	3,462	10,349
03L	6,716	10.00	338	1,010
Total	75,583		3,800	11,359

Full Cash	Valuation	%	Exempt	Net Assessed
03I	87,982	10.00	0	8,798
03L	8,580	10.00	0	858
Total	96,562		0	9,656

CHANGE TO PARCEL ID: 10219093 AREA CODE 0150
ACCOUNT NUMBER: R000003391
PUC 0131-SFR-010-3
URBAN-SUBDIVID

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
03I	68,867	10.00	-3,462	3,425
03L	6,716	10.00	-338	334
Total	75,583		-3,800	3,759

Full Cash	Valuation	%	Exempt	Net Assessed
03I	87,982	10.00	0	8,798
03L	8,580	10.00	0	858
Total	96,562		0	9,656

Description As Billed
NOGALES WEST LOT 41

FERNANDEZ ROBERTO H & MARIA G TRSTEES
FERNANDEZ REVOCABLE TRUST
724 N SONORA PL
NOGALES, AZ 85621

Description Change To
NOGALES WEST LOT 41

FERNANDEZ ROBERTO H & MARIA G TRSTEES
FERNANDEZ REVOCABLE TRUST
724 N SONORA PL
NOGALES, AZ 85621

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Date Printed: 9/28/2020 5:35
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2020
Resolution No: 55917
Date Created: 9/28/2020 5:35 PM

Reason For Change:

Ownership/address correction for 2020 and 2021 tax years.

AS BILLED PARCEL ID: 10133050 AREA CODE 0150
ACCOUNT NUMBER: R000000863
PUC 0011-VL-RES-URBAN SUBDIVIDED

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	37,425	15.00	0	5,614
Total	37,425		0	5,614

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	37,425	15.00	0	5,614
Total	37,425		0	5,614

CHANGE TO PARCEL ID: 10133050 AREA CODE 0150
ACCOUNT NUMBER: R000000863
PUC 0011-VL-RES-URBAN SUBDIVIDED

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	37,425	15.00	0	5,614
Total	37,425		0	5,614

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	37,425	15.00	0	5,614
Total	37,425		0	5,614

Description As Billed
SUB WESTERN GOODMAN TRACT LOT 128C

PARTIDA MARGARET R & RAMBISH ZARINA ETAL
PARTIDA SURVIVORS TR REV TRUST AGREEMENT
8713 N JOANNE DR
TUCSON, AZ 85742

Description Change To
SUB WESTERN GOODMAN TRACT LOT 128C

BARBER ANNETTE L
PO BOX 1045
NOGALES, AZ 85628-1045

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, October 6, 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, no more than 10 people will be allowed in the Board Chambers.

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

- Dial (669)900-6833
- Enter the Meeting ID: 914 664 2271
- Presentation Zoom Meeting Link: https://us02web.zoom.us/j/9146642271

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 Lizbeth Tolano at ltolano@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 October 5, 2020 at 5:00PM for the October 6, 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 2nd day of October, 2020.

Jennifer St. John, Interim Clerk
Board of Supervisors

Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

AGENDA

October 6, 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. EXECUTIVE SESSION

1. Pursuant to A.R.S. §38-431.03(A) (3) and (4), for legal advice and direction regarding a proposed settlement in One Arizona Opioid Litigation and Settlement Memorandum of Understanding (Req: County Attorney)

G. FLOOD CONTROL — ACTION TAKEN

1. Director's/Project Report
2. Monthly Report from City of Nogales
3. Monthly Report from the Town of Patagonia
4. Public Comment
5. Discussion/possible action to approve the CRS Recertification Form for 2020-2021 (Req: Flood Control) — approved

H. JAIL DISTRICT

1. Discussion/possible action to approve Memorandum of Understanding with Community Medical Services to provide delivery of opioid treatment medication for the medication assisted treatment of inmates at the Santa Cruz County Jail (Req: Health Services) approved

I. ACTION ITEMS

1. Discussion/possible action to approve Intergovernmental Agreement Contract No. CTN-BH-21*PENDING with Pima County and the Santa Cruz County Superior Court for in-custody restoration to competency services from December 1, 2020, through November 30, 2025 (Req: Court Administration) approved
2. Discussion/possible action to approve Intergovernmental Agreement with the Santa Cruz Elementary School District #28 for the 2020/2021 school year for the South 32 Hermosa Project She Will Connect: Technolochicas Lift Initiative in the amount of $7,900 (Req: School Superintendent) approved
3. Discussion/possible action to approve the FY2021 Governor's Office of Highway Safety Award Agreements: (Req: Sheriff)
   a. Contract No. 2021-PTS-060 STEP Enforcement Overtime in the amount of $5,000 approved
   b. Contract No. 2021-OP-019 Occupant Protection Enforcement Overtime, Travel, Training, Materials and Supplies in the amount of $5,760 approved
   c. Contract No. 2021-AL-029 DUI/Impaired Driving Enforcement Overtime, Travel and HGN Training in the amount of $11,900 approved
4. Discussion/possible action to: (Req: Community Development)
   a. Accept a donation by Unisource Energy Services Company (Michelle Dunn) of a solar shade structure to be located at Damon Park tabled 11/10/2020
   b. Approve Renewable Energy Credit Purchase Agreement tabled 11/10/2020
   c. Approve Short Form Interconnection Agreement (Terms and Conditions) tabled 11/10/2020
5. Discussion/possible action to approve Intergovernmental Agreement with Santa Cruz Valley Unified School District #35 for a Communication Specialist from July 1, 2020 through June 30, 2021 for an amount not to exceed $35,000 (Req: County Manager) approved
6. Discussion/possible action to approve Early Ballot Drop-Off Boxes ("EBDOB"), Locations and Procedures (Req: Recorder) approved
7. Discussion/possible action to approve the appointment of the election boards that will be utilized for the November 3, 2020 General Election (Req: Elections) approved
8. Discussion/possible action to adopt and approve: (Req: Elections)
   a. Resolution 2020-14 designating vote centers for the 11/03/2020 General Election approved
   b. Resolution 2020-15 cancelling certain School District Elections for the 11/03/2020 General Election, appointing candidates that filed and declaring vacancies approved
   c. Resolution 2020-16 cancelling Fire District Elections for the 11/03/2020 General Election, appointing candidates that filed and declaring vacancies approved
   d. Resolution 2020-17 cancelling Three Canyons Domestic Water Improvement District Election for the 11/03/2020 General Election and appointing candidates that filed approved
9. Discussion/possible action to approve/disapprove the Community Halloween Party to be held at the Sonoita Fairgrounds on October 30, 2020 per the Governor's Executive Order 2020-43 (Req: County Manager) approved
10. Discussion/possible action: recommendation of approval of Application for Liquor License for Nickel's Diner, Rio Rico (Req: Interim Clerk) approved
11. Discussion/possible action: recommendation of approval/disapproval of Application for Special Event License for M.U.S.I.C. Foundation of Arizona, Inc.,10/24/2020, Sonoita (Req: Interim Clerk) disapproved
12. Discussion/possible action to approve Bond for Duplicate Warrant # 4-037504 in the amount of $9,045.53 dated 08/21/2020, payable to Valle Verde Water Company (Req: Interim Clerk) approved
13. Tax Valuation Adjustments: (Req: Assessor) approved
    a. 101-42-101B – Juan & Irma J Alvarez, Resolution No. 55915 approved
    b. 102-19-093 – Roberto H & Maria G Fernandez Trustees // Fernandez Revocable Trust, Resolution No. 55916 approved
    c. 101-33-050 – Annette L Barber, Resolution No. 55917 approved
14. Demands approved
15. Approval of Minutes: 08/04/2020 & 08/18/2020 08/04/2020: removed & 08/18/2020 approved
16. Discussion/possible action to authorize attorney to sign One Arizona Opioid Settlement Memorandum of Understanding (Req: County Attorney) approved

J. BOARD OF EQUALIZATION

1. Petitions for Review of Valuation (Req: Interim Clerk) approved

K. ADJOURNMENT

Posted: 10/02/2020 at 9:00 a.m. by LT
Jennifer St. John, Interim 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).