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.

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

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

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

   Documents:

   08-11-20 AMENDED.PDF

2. 9:30 A.M. DOCUMENTATION (10.4MB)

   Documents:

   08-11-20.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, August 11th, 2020* at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

Notice is further given that one or more members of the Board of Supervisors may attend this meeting telephonically.

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

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

Members of the public may call 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 Tara Hampton at thampton@santacruzcountyaz.gov
2. Identify the Board of Supervisors' meeting date, the agenda item # and title.
3. Name & Telephone Number
4. Comments or questions should be sent and received by no later than August 10, 2020 at 5:00PM for the August 11, 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 6th day of August, 2020.

Tara R. Hampton, Clerk
Board of Supervisors

Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

AMENDED 8/6/2020

AGENDA

August 11, 2020 at 9:30 a.m.
Santa Cruz County Complex
2150 N. Congress Drive, Room 120
Nogales, AZ 85621

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

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

Members of the public may call 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 Tara Hampton at thampton@santacruzcountyaz.gov
2. Identify the Board of Supervisors' meeting date, the agenda item # and title.
3. Name & Telephone Number
4. Comments or questions should be sent and received by no later than August 10, 2020 at 5:00PM for the August 11, 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.

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. ADOPTION OF AGENDA

C. CALL TO THE PUBLIC:

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

D. CURRENT EVENTS

1. Board of Supervisors
2. Manager

E. DEPARTMENT REPORTS AND ACTIVITIES

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

F. FLOOD CONTROL

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

G. ACTION ITEMS — ACTION TAKEN

1. Discussion/possible action to approve appointment of Olivia Ainza-Kramer, Oscar Villa, Samuel Legleu and Abraham Sneed each to a two-year term on the Santa Cruz County Local Workforce Development Board (Req: WIOA) _____
2. Discussion/possible action to approve the Southeastern Arizona Governments Organization (SEAGO) Case Management Grant for SFY 2021 in the amount of $35,000 (Req: Public Fiduciary) _____
3. Discussion/possible action to approve Memorandum of Agreement with the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office re: the use of Santa Cruz County Interoperable System(s) and IPAWS-OPEN (Req: Emergency Management) _____
4. Discussion/possible action to approve letter requesting the reconfiguration of DeConcini Port of Entry and Morley Pedestrian Crossing (Req: Chairman Bracker) _____
5. Discussion/possible action to approve/disapprove the following events to be held at the Fairgrounds in Sonoita per the Governor's Executive Order 2020-43: (Req: County Manager)
   a. Livestock Show on August 15th & 16th sponsored by Southern Arizona International Livestock Association _____
   b. Labor Day Rodeo on September 5th - 7th _____
6. Discussion/possible action to approve Contract with the Arizona State Board of Equalization for hearing officer services (Req: Clerk) _____
7. Discussion/possible action: recommendation of approval/disapproval of Application for Special Event License for M.U.S.I.C. Foundation of Arizona, Inc., 09/25/2020 – 09/27/2020, Sonoita (Req: Clerk) _____
8. Discussion/possible action to approve Bond for Duplicate Warrant # 3-241765 in the amount of $301.17 dated 06/04/2020, payable to Aracely L. Caballero (Req: Clerk) _____
9. Tax Valuation Adjustments: (Req: Assessor) _____
   a. 106-36-097C – Eagles Quest LLC, Resolution No. 55879 _____
   b. 106-36-097C – Eagles Quest LLC, Resolution No. 55880 _____
   c. 106-36-097C – Eagles Quest LLC, Resolution No. 55881 _____
   d. 115-11-441 – Corona West Homes LLC - An Arizona Limited Liability Company, Resolution No. 55882 _____
   e. 115-11-441 – Corona West Homes LLC - An Arizona Limited Liability Company, Resolution No. 55883 _____
10. Demands _____
11. Approval of Minutes: 06/16/2020, 06/23/2020, 07/07/2020 & 07/21/2020 _____
12. Discussion/possible action to approve Resolution No. 2020-11 establishing a Home Detention Program for persons sentenced to driving under the influence of drugs or alcohol; and establishing special sentencing provisions during a State of Emergency (Req: Justice of the Peace) _____

H. PUBLIC HEARING

10:00 a.m.

1. Resolution No. 2020-11 establishing a Home Detention Program for persons sentenced to driving under the influence of drugs or alcohol; and establishing special sentencing provisions during a State of Emergency (Req: Justice of the Peace)
2. Public hearing required by Arizona Revised Statutes § 11-391 on a proposal to incur long-term obligation at which an analysis of the need for the project, the need to use long-term financing and any other available options to accomplish the project will be presented (Req: Administrative Services)

I. ADJOURNMENT

Posted: 08/06/2020 at 4:50 p.m. by LT
Tara R. Hampton, Clerk of the Board

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

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, August 11th, 2020* at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

Notice is further given that one or more members of the Board of Supervisors may attend this meeting telephonically.

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

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

Members of the public may call 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 Tara Hampton at thampton@santacruzcountyaz.gov
2. Identify the Board of Supervisors' meeting date, the agenda item # and title.
3. Name & Telephone Number
4. Comments or questions should be sent and received by no later than August 10, 2020 at 5:00PM for the August 11, 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 6th day of August, 2020.

Tara R. Hampton, Clerk
Board of Supervisors

Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

AMENDED 8/6/2020

AGENDA

August 11, 2020 at 9:30 a.m.
Santa Cruz County Complex
2150 N. Congress Drive, Room 120
Nogales, AZ 85621

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

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

Members of the public may call 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 Tara Hampton at thampton@santacruzcountyaz.gov
2. Identify the Board of Supervisors' meeting date, the agenda item # and title.
3. Name & Telephone Number
4. Comments or questions should be sent and received by no later than August 10, 2020 at 5:00PM for the August 11, 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.

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. ADOPTION OF AGENDA

C. CALL TO THE PUBLIC:

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

D. CURRENT EVENTS

1. Board of Supervisors
2. Manager

E. DEPARTMENT REPORTS AND ACTIVITIES

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

F. FLOOD CONTROL

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

G. ACTION ITEMS — ACTION TAKEN

1. Discussion/possible action to approve appointment of Olivia Ainza-Kramer, Oscar Villa, Samuel Legleu and Abraham Sneed each to a two-year term on the Santa Cruz County Local Workforce Development Board (Req: WIOA) _____
2. Discussion/possible action to approve the Southeastern Arizona Governments Organization (SEAGO) Case Management Grant for SFY 2021 in the amount of $35,000 (Req: Public Fiduciary) _____
3. Discussion/possible action to approve Memorandum of Agreement with the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office re: the use of Santa Cruz County Interoperable System(s) and IPAWS-OPEN (Req: Emergency Management) _____
4. Discussion/possible action to approve letter requesting the reconfiguration of DeConcini Port of Entry and Morley Pedestrian Crossing (Req: Chairman Bracker) _____
5. Discussion/possible action to approve/disapprove the following events to be held at the Fairgrounds in Sonoita per the Governor's Executive Order 2020-43: (Req: County Manager)
   a. Livestock Show on August 15th & 16th sponsored by Southern Arizona International Livestock Association _____
   b. Labor Day Rodeo on September 5th - 7th _____
6. Discussion/possible action to approve Contract with the Arizona State Board of Equalization for hearing officer services (Req: Clerk) _____
7. Discussion/possible action: recommendation of approval/disapproval of Application for Special Event License for M.U.S.I.C. Foundation of Arizona, Inc., 09/25/2020 – 09/27/2020, Sonoita (Req: Clerk) _____
8. Discussion/possible action to approve Bond for Duplicate Warrant # 3-241765 in the amount of $301.17 dated 06/04/2020, payable to Aracely L. Caballero (Req: Clerk) _____
9. Tax Valuation Adjustments: (Req: Assessor) _____
   a. 106-36-097C – Eagles Quest LLC, Resolution No. 55879 _____
   b. 106-36-097C – Eagles Quest LLC, Resolution No. 55880 _____
   c. 106-36-097C – Eagles Quest LLC, Resolution No. 55881 _____
   d. 115-11-441 – Corona West Homes LLC - An Arizona Limited Liability Company, Resolution No. 55882 _____
   e. 115-11-441 – Corona West Homes LLC - An Arizona Limited Liability Company, Resolution No. 55883 _____
10. Demands _____
11. Approval of Minutes: 06/16/2020, 06/23/2020, 07/07/2020 & 07/21/2020 _____
12. Discussion/possible action to approve Resolution No. 2020-11 establishing a Home Detention Program for persons sentenced to driving under the influence of drugs or alcohol; and establishing special sentencing provisions during a State of Emergency (Req: Justice of the Peace) _____

H. PUBLIC HEARING

10:00 a.m.

1. Resolution No. 2020-11 establishing a Home Detention Program for persons sentenced to driving under the influence of drugs or alcohol; and establishing special sentencing provisions during a State of Emergency (Req: Justice of the Peace)
2. Public hearing required by Arizona Revised Statutes § 11-391 on a proposal to incur long-term obligation at which an analysis of the need for the project, the need to use long-term financing and any other available options to accomplish the project will be presented (Req: Administrative Services)

I. ADJOURNMENT

Posted: 08/06/2020 at 4:50 p.m. by LT
Tara R. Hampton, Clerk of the Board

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

Back to Agenda

CASH AND INVESTMENT REPORT

August 11, 2020

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	**100**	**GENERAL FUND**	**$ 4,797,138.18**	**90,307.29**	**$ 1,781,593.81**	**$ 6,578,731.99**
225	101	J.P. #1 TIME PAYMENT FEES	59,662.02			59,662.02
245	102	J.P. #2 TIME PAYMENT FEES	0.00			0.00
262	103	J.C.E.F. COURT FEE FUND	129,735.50			129,735.50
226	105	DRUG COURT DIVERSION FUND	1,231.05			1,231.05
181	106	EXPED. CHILD SUPPORT & VISITATION	98,503.38			98,503.38
180	107	CLERK'S SUPERIOR COURT RETRIEVAL FUND	116,584.23			116,584.23
182	108	SPOUSAL MAINTENANCE FUND	15,954.14			15,954.14
183	109	CHILD SUPPORT AUTOMATION FUND	1,916.00			1,916.00
125	110	PROSECUTION HIDTA (PIMA)	(38,175.12)			(38,175.12)
126	111	ATTORNEY'S DIVERSION PROGRAM	5,872.10			5,872.10
127	112	VICTIM RIGHTS NOTIFICATION	5,188.69			5,188.69
128	113	BAD CHECK PROGRAM	3,532.95			3,532.95
130	116	COST OF PROSECUTION	1,570.57		0.50	1,571.07
343	117	911 GRANT	(55.39)			(55.39)
184	118	DOMESTIC REL. ED. MEDIATION FUND	14,840.29			14,840.29
258	119	DOMESTIC REL. ED. CHILD ISSUES	18.00			18.00
185	122	NON IV-D CONVERSION FUND	730.76			730.76
259	125	5% FILL THE GAP FUND	88,802.46			88,802.46
111	128	RECORDER'S RETRIEVAL FUND	13,760.62		193,702.20	207,462.82
227	133	CIRCLES OF PEACE	16,371.07			16,371.07
203	134	HAZARDOUS MATERIALS (HMEP) GRANT	3,269.28			3,269.28
112	135	TREASURER'S RETRIEVAL FUND	119,208.94			119,208.94
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	29,866.70			29,866.70
133	143	5% FTG ALLOCATION-C.A. 21.61%	6,242.47			6,242.47
206	144	EMERGENCY RESPONSE FUND	0.00			0.00
207	145	COVID-19 EMERGENCY	(50,631.27)			(50,631.27)
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	(4,035.99)			(4,035.99)
154	154	ADHS OVERTIME 130435-01	0.00			0.00
615	155	CASE MANAGEMENT FUND	20,100.14			20,100.14
155	156	SLOT GRANT- COUNTY ATTORNEY	(1,432.90)			(1,432.90)
211	160	INTEROPERABLE RADIO CHANNEL	0.00			0.00
187	187	DES IV-D CLERK GRANT	(4,262.75)			(4,262.75)
676	191	SCHOOL FOREST FEES FUND	62.16			62.16
677	192	EARLY LEARNING	7.49			7.49
678	193	FIRST THINGS FIRST HOME VISIT	(53,118.43)			(53,118.43)
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	32,159.69			32,159.69
117	198	SANTA CRUZ FAIR ASSOCIATION	0.00			0.00
265	200	COURT SECURITY IMPROVEMENTS	9,541.50			9,541.50
257	203	LAW LIBRARY FUND	87,557.87			87,557.87
120	204	OLD COURTHOUSE FUND	0.00			0.00
105	**205**	**ROAD FUND**	**36,025.01**		**1,563,795.05**	**1,599,820.06**
625	206	WASTE TIRE GRANT (ADEQ)	169,678.58			169,678.58
600	207	ANIMAL CONTROL FUND	(52,579.87)			(52,579.87)
601	208	STERILIZATION ENFORCEMENT FUND	15,524.78			15,524.78
106	209	LOCAL TRANSPORTATION ASSISTANCE	0.00			0.00
134	210	ANTI-RACKETEERING	148.47			148.47
135	211	A.C.J.C. PROSECUTION (CA)	0.00			0.00
136	212	RESTITUTION--VICTIMS COMP	31,418.20			31,418.20
137	213	VOCA--VICTIMS COMP	(4,575.50)			(4,575.50)
138	214	ACJC--ATTY'S VICTIMS COMP FUND	(1,600.03)			(1,600.03)
326	216	HIDTA-MTF	0.00			0.00
327	217	SHERIFF A.C.J.C. GRANT (MTF)	(4,307.90)			(4,307.90)
139	219	ATTORNEY'S ENHANCEMENT FUND	7,253.85			7,253.85
282	221	JUVENILE PROBATION SVC FEES	120,807.81		26,501.58	147,309.39
263	222	FARE PROGRAM FUND	612.70			612.70
280	223	FAMILY COUNSELING GRANT	15,459.88			15,459.88
308	224	ADULT PROBATION SERVICE FEES	490,341.59		102,633.32	592,974.91
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	107,452.37		3,998.58	111,450.95
311	229	JCEF-ADULT INTENSIVE PROB SUPPLEMENTAL	0.00			0.00
275	230	DIVERSION INTAKE	44,455.53			44,455.53
300	231	COMMUNITY PUNISHMENT PROGRAM	25,822.90			25,822.90
274	232	JCEF-JUVENILE INTENSIVE PROB.SUPPLEMENT	0.00			0.00

Back to Agenda

250	233	CASA PROGRAM FUND	7,919.16			7,919.16
273	234	JUVENILE INTENSIVE PROBATION SUPERVISION	31,584.28			31,584.28
310	235	ADULT INTENSIVE PROBATION SUPERVISION	(29,412.74)			(29,412.74)
276	236	STANDARD PROBATION	23,482.12			23,482.12
301	237	STATE AID ENHANCEMENT GRANT	(25,273.85)			(25,273.85)
304	238	DRUG ENFORCEMENT ACCOUNT GRANT	0.00			0.00
312	239	PROBATION/PAROLE SERVICES DYTR	8,612.12		40,941.30	49,553.42
330	240	JAIL ENHANCEMENT GRANT	358,781.37			358,781.37
331	242	GOHS DUI GRANT (SHERIFF)	193.15			193.15
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	(69,605.17)			(69,605.17)
683	249	JUVENILE EDUCATION FUND	6,898.05			6,898.05
370	250	ENVIRONMENTAL HEALTH SERVICE FUND	(37,134.84)			(37,134.84)
373	253	SMOKE FREE ARIZONA	(10,168.92)			(10,168.92)
374	254	ELC COVID-19	(600,000.00)			(600,000.00)
375	257	PHEP COVID-19	162,757.44			162,757.44
376	258	ZIKA ELC	1,956.41			1,956.41
334	260	FEDERAL SEIZURE SO	20,346.99			20,346.99
141	264	FEDERAL SEIZURE (CA)	20,230.37		1,035.84	21,266.21
684	266	GEAR UP	(157,535.73)			(157,535.73)
255	267	TRAFFIC CASE PROCESSING FUND	218.85			218.85
337	268	DOJ BULLET PROOF VEST FUNDING	8,221.96			8,221.96
377	269	BIO-TERRORISM GRANT	10,788.57			10,788.57
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)	(6,277.27)			(6,277.27)
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	1,449.92			1,449.92
283	290	JUV PROB SVC EXTRA FEES > $40	20,945.78			20,945.78
307	291	ADULT PROB FEES INTRST COMP 30%	12,434.99			12,434.99
309	292	ADULT PROB SVC EXTRA FEES > $40	120,875.92			120,875.92
691	299	COUNTY JAIL EDUCATION	43,969.25			43,969.25
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	38,479.95			38,479.95
303	304	DRUG TREATMENT & EDUCATION FUND	1,953.45			1,953.45
254	305	JUVENILE COMMUNITY ADVISORY BRD	0.00			0.00
305	306	VICTIMS RIGHTS PROG-PROBATION	1,382.97			1,382.97
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	8,776.96			8,776.96
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%	588,007.19			588,007.19
261	322	5% FTG ALLOC-IND DEF 20.53%	339,385.42			339,385.42
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	34,655.58			34,655.58
652	345	NOGALES WASH WATERSHED RESTUDY	119,000.00			119,000.00
650	**350**	**FLOOD CONTROL DISTRICT FUND**	**1,097,456.57**		**1,460,020.55**	**2,557,477.12**
950	351	FIRE DISTRICT SECONDARY FUND	2,884.05	**(90,307.29)**		2,884.05
352	352	BORDER SECURITY ENHANCEMENT PROGRAM	0.00			0.00
651	353	FLOOD CONTROL RESERVE FUND	336,304.03		198,014.63	534,318.66
354	354	ICE GRANT	(39,099.20)			(39,099.20)
355	355	OPERATION STONE GARDEN #170432-01	0.00			0.00
356	356	SLOT GRANT	0.00			0.00
357	357	TOHONO O'ODHAM (SO)	0.00			0.00
358	358	OPERATION STONE GARDEN #190427	(184,513.45)			(184,513.45)
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	(4,414.40)			(4,414.40)
116	367	HAVA FORTIFICATION GRANT	104,595.56			104,595.56
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	(12,380.98)			(12,380.98)
729	381	WIOA GENERAL	32.05			32.05
731	383	LAND MANAGEMENT-WIOA	0.00			0.00

Back to Agenda

732	384	WIOA/TANF SET A SIDE	0.00		0.00
733	385	DEPT OF EDUC. RECREATION GRANT	0.00		0.00
747	387	ADULT EDUCATION-ABE/ASE FEDERAL	(34,365.75)		(34,365.75)
736	390	ADULT EDUCATION WIOA SUPPLEMENTAL	(1,518.21)		(1,518.21)
739	393	WIOA ADULT	(10,790.56)		(10,790.56)
740	394	WIOA DISLOCATED WORKER	(10,998.15)		(10,998.15)
741	395	WIOA ADMINISTRATION	(10,390.26)		(10,390.26)
743	397	WORK INCENTIVE GRANT	0.00		0.00
440	405	CDBG #121-20 BOYS & GIRLS CLUB	(6,948.75)		(6,948.75)
400	408	APRON RECONSTRUCTION	0.00		0.00
490	415	CDBG PROJECTS	0.00		0.00
402	422	RUNWAY & TAXI CONNECTOR REHAB	(101,315.45)		(101,315.45)
405	427	AIRFIELD ELECTRICAL UPGRADE DESIGN	0.00		0.00
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	0.00		0.00
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	(4,856.03)		(4,856.03)
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	133,905.75	273,035.23
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336.18	76,812.59	79,148.77
121	488	DEBT SERVICE FUND	3,027.52	391.42	3,418.94
325	**489**	**JAIL DISTRICT**	**(22,262.31)**	**1,140.13**	**(21,122.18)**
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	1,903,944.83		1,903,944.83
501	541	LANDFILL RESERVE FUND	2,926,005.60	1,058,291.58	3,984,297.18
602	602	OFFICER SAFETY EQUIPMENT-AC	2,702.23		2,702.23
694	651	ELEMENTARY ROBOTICS PROGRAM	(27,083.65)		(27,083.65)
695	652	IME BECAS GRANT	6,410.01		6,410.01
700	657	SCC E-RATE CONSORTIUM	(712.80)		(712.80)
704	659	IDEA BASIC JUVENILE SECURE CARE	4,809.39		4,809.39
698	660	SCHOOL SUPPORT	3,395.08		3,395.08
701	663	21ST CENTURY LEARNING CTR	468.19		468.19
706	664	TAYLOR GRAZING FEES	61.93		61.93
707	665	STATE CHEMICAL ABUSE	29.70		29.70
951	667	INDIRECT COSTS	5,907.38		5,907.38
699	676	SPECIAL SVCS 15-365	415,329.23		415,329.23
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	6,526.82		6,526.82
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	210.34		210.34
716	716	TEAM ANONYMOUS	9,581.72		9,581.72
717	717	ADOLESCENT WELLNESS NETWORK	3,979.51		3,979.51
718	718	DISTRICT #99-INSURANCE FUND	10,520.87		10,520.87
719	719	YOUTH CAREER CONNECT GRANT	0.00		0.00
720	720	HEALTHY STUDENTS	0.00		0.00
750	750	ADULT EDUCATION - ELAA STATE	(303.46)		(303.46)
751	751	ADULT EDUCATION - ELAA FEDERAL	(5,580.03)		(5,580.03)
752	752	CAREER & COLLEGE READINESS	0.00		0.00
753	753	ADULT EDUCATION - ABE/ASE STATE	(2,194.21)		(2,194.21)
756	756	WIOA TABE 9-10	0.00		0.00
757	757	ADULT EDUCATION - IEL/CE TRAINING	(9,238.72)		(9,238.72)
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	49,834.63		49,834.63
247	975	$13 ASSESSMENT FUND-JP #2	9,928.99		9,928.99
231	976	COURT ENHANCEMENT FEE-JP #1	145,331.78		145,331.78
230	977	$13 ASSESSMENT FUND-JP #1	64,326.40		64,326.40
353	978	OFFICER SAFETY EQUIPMENT-SO	4,077.28		4,077.28
148	981	DOMESTIC VIOLENCE STOP GRANT	0.00		0.00
147	982	PRETRIAL INTERVENTION PROGRAM	55,062.00		55,062.00
107	985	PALO PARADO RAILROAD IMPROVEMENT	0.00		0.00
149	986	VICTIM SERVICES DONATIONS	0.00		0.00
229	987	INCREASING EFFICIENCY	0.00		0.00
289	988	JUV DIVERSION SVC FEES-OVER	12,383.60		12,383.60
351	992	FEDERAL PROGRAM INCOME-MTF	0.00		0.00
386	993	MEDICAL RESERVE CORP	21,497.41		21,497.41
246	995	JP #2 FARE PROGRAM	1,581.47		1,581.47
208	997	CITIZEN CORPS TRAIN #150406-02	0.00		0.00
383	998	IMMUNIZATION PROGRAM	0.00		0.00
264	999	STATE-FILL THE GAP (FTG)	0.00		0.00
		TOTALS FOR ALL FUNDS	**$ 16,764,133.99**	**$ 6,642,778.83**	**$ 23,406,912.82**
		SUSPENSE FUND (AMT. UNAPPORT.)	**0**		

Back to Agenda

PROJECTED END OF THE MONTH BALANCE
FOR GENERAL FUND

GENERAL FUND NET CASH BALANCE	4,797,138.18	
PENDING - REVENUE		
AUTO LIEU	80,000.00	
SALES TAX	150,000.00	
COUNTY 1/2 CENT TAX	175,000.00	
APPORTIONMENT AMOUNT	-	
LOTTERY	-	
PENDING - EXPENDITURES		
AUGUST 11, 2020 EXPENSE WARRANTS	(422,105)	
AUGUST 14, 2020 PAYROLL WARRANTS	(585,000)	
AUGUST 18, 2020 EXPENSE WARRANTS	(250,000)	
AUGUST 28, 2020 PAYROLL WARRANTS	(585,000)	
SPECIAL REVENUE DEFICIT	(1,725,476.44)	
STATE POOL INVESTMENT	1,781,593.81	
ESTIMATED E.O.M. BALANCE	**3,416,150.86**	
DIFFERENCE		**142,292.86**
CASH AT AUGUST 2019	**3,273,858.00**	

Back to Agenda

Jesus J. Valdez, P.E.
General Manager

FLOOD CONTROL DISTRICT
AND
FLOODPLAIN ADMINISTRATION

SANTA CRUZ COUNTY

Project Report
By John Hays

July 8th, 2020, through August 3rd, 2020

1. During the month of July, 2020, the ALERT System between 0.75" at the Santa Cruz River and SR 82 to 5.39" at Pena Blanca Lake.

2. The Arizona Division of Emergency Management approached Staff regarding submitting the Ephraim Canyon Project as a special Pre-Disaster Mitigation Project with federal matching funds of up to ten million dollars for this year's grant cycle as the one special project for increasing community resilience to disaster. The application has been submitted to the State of Arizona, who has approved it and moved it on to FEMA for consideration. Staff 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, which should be scheduled during this month.

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. FEMA is requesting additional data for the reviews.

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 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

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

Back to Agenda

Ordinance to better demonstrate the changes being made. The review is also looking at what affects will happen to our Community Rating System standing. The review has been received and is being considered by Staff.

5. Staff received one (1) Site Review Application, from the City of Nogales.

6. District Staff received eight (8) Floodplain Use Permit applications. Six (6) of the applications was located within the City of Nogales.

7. Staff has reviewed one hundred thirty-nine (139) properties for floodplain status. One (1) from the Town of Patagonia. Eighteen (18) of the requests were from the City of Nogales.

8. Staff received no (0) drainage complaints.

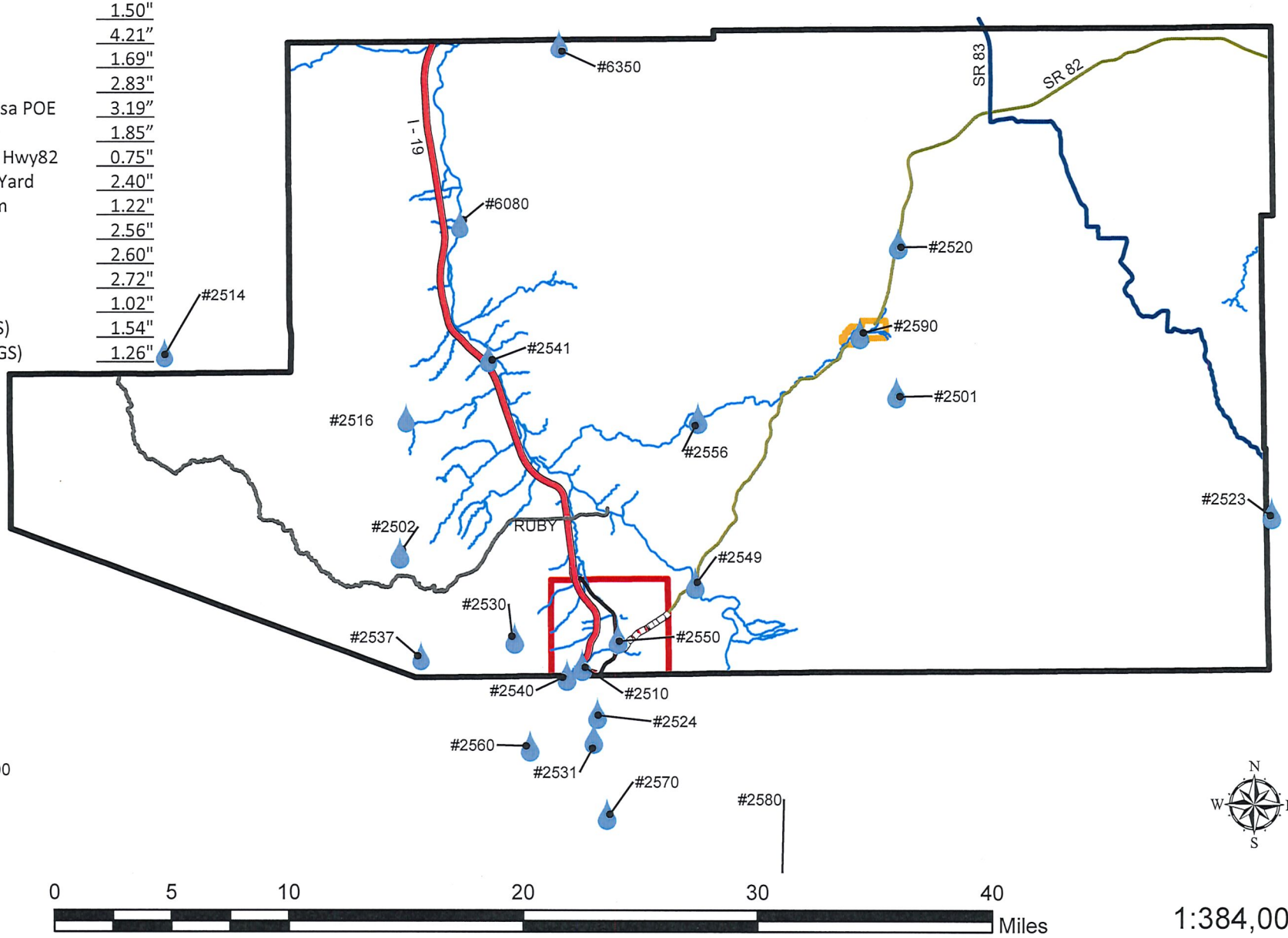
9. The Town of Patagonia had no report when this report was compiled.

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

Back to Agenda

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

Gauge #	Precipitation Total
2501-Red Mountain	1.54"
2502-Pena Blanca Lake Dam	5.39"
2510-Ephriam/I19	2.87"
2514-Aravaca Lake	2.60"
2516-Peck Canyon	3.58"
2520-Casa Blanca/SR 82	1.06"
2523-Parker Canyon Dam	2.32"
2524-Chiminea Wash	1.50"
2530-Potrero Creek	4.21"
2531-CILA, Nogales	1.69"
2537-Calabasas	2.83"
2540-Los Canoas/Mariposa POE	3.19"
2541-Palo Parado Bridge	1.85"
2549-Santa Cruz River @ Hwy82	0.75"
2550-Nogales @ County Yard	2.40"
2556-Patagonia Lake Dam	1.22"
2560-San Fernando Hill	2.56"
2570-Cobach College	2.60"
2580-Immuris	2.72"
2590-SR82 @ Patagonia	1.02"
6080-SCR @ Tubac (USGS)	1.54"
6350-Elephant Head (USGS)	1.26"



Legend

Roads

ST_NAME

- GRAND
- HWY 82
- HWY 289
- HWY 82
- HWY 83
- I-19
- PATAGONIA
- RUBY
- SCBoundaryESRI00

Municipality Name

- Town of Patagonia
- City of Nogales
- Gauge Location

1:384,000

Back to Agenda

Santa Cruz County WIOA

TO: Santa Cruz County Board of Supervisors

FROM: Maritza Cervantes
WIOA Director

Cc: Jennifer St. John
County Manager

DATE: August 11, 2020

SUBJECT: Discussion/possible action to approve appointment of Olivia Ainza-Kramer, Mr. Oscar Villa, Mr. Samuel Legleu and Mr. Abraham Sneed each to a two-year term on the Santa Cruz County Local Workforce Development Board

STAFF RECOMMENDATION:
Staff recommends approval of appointment of Dr. Stella A. Perez and Mr. Christopher Young each to a three-year term on the Santa Cruz County Local Workforce Development Board

BACKGROUND:
The Santa Cruz County Local Workforce Development Board has vacancies that require Board of Supervisor appointment. The Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128 local board membership WIOA Section 107(c) (1) authorizes the chief elected official to appoint the members of the Local Boards in accordance with the criteria established by the Governor. As required by WIOA Section 107(b) (2), nominations were received by qualifying agencies. Olivia Ainza-Kramer, Mr. Oscar Villa, Mr. Samuel Legleu and Mr. Abraham Sneed will represent local business to meet requirements.

FINANCIAL IMPLICATIONS:
There is no fiscal impact on the General Fund as all WIOA funds are Federal grants.

PROPOSED MOTION:
Move to approve the appointment of Olivia Ainza-Kramer, Mr. Oscar Villa, Mr. Samuel Legleu and Mr. Abraham Sneed each to a two-year term on the Santa Cruz County Local Workforce Development Board

Back to Agenda

SANTA CRUZ COUNTY
PUBLIC FIDUCIARY

SANTA CRUZ COUNTY COMPLEX
2150 N. Congress Drive, Rm 105

NOGALES, ARIZONA 85621

Phone (520) 375-7892
Fax (520) 375-7894

MEMORANDUM

TO: Members of the Board of Supervisors

FROM: Cecilia A. Mejia, Public Fiduciary Director

DATE: August 4, 2020

SUBJECT: SouthEastern Arizona Governments Organization (SEAGO) Grant SFY 2021

Cc: Jennifer St. John, County Manager

Recommendation:

The Public Fiduciary recommends that the Board approve the revenues budgeted for the SouthEastern Arizona Governments Organization (SEAGO) Case Management Grant to utilize the units as per the Fixed Rate Sheet effective July 1, 2020 in the amount of $35,000.00.

Background:

The SEAGO Area Agency on Aging funds the County with a Case Manager Grant to utilize a number of units to provide in-home services to the elderly population in the county.

Financial Implications:

The SEAGO clients will continue to receive in-home services upon receiving $35,000.00 at $39.00 per unit for SFY 2021. Enclosed is the Rate Sheet for your review.

Proposed Motion:

Motion to approve the revenues budgeted for the SouthEastern Arizona Governments Organization (SEAGO) Case Management Grant for 2021 in the amount of $35,000.00.

Back to Agenda

Southeastern Arizona Governments Organization
Area Agency on Aging, Region VI

SUBAWARD AGREEMENT

BETWEEN

THE SEAGO AREA AGENCY ON AGING ("SEAGO")

AND

SANTA CRUZ COUNTY PUBLIC FIDUCIARY
SET FORTH BELOW

The Subrecipient is a: ____ Non Profit Corporation, __ For Profit Corporation or _X_ Public Agency.

WHEREAS, SEAGO is duly authorized to execute and administer Subaward for the provision of direct services under the Area Plan on Aging, and

WHEREAS, SEAGO desires that the Subrecipient deliver services and the Subrecipient has agreed to deliver services pursuant to the terms and conditions contained herein, and

WHEREAS, this Subaward Agreement (hereinafter "Subaward") shall consist of the Subaward Agreement General Provisions; the proposal and Service Delivery Plan submitted by the Subrecipient in response to the SEAGO Request for Proposals 2020-2024, and any subsequent amendments thereto; the Proposal Submittal Requirements for each service; the Service Specifications for each service; and any exhibits and/or documents referenced or included in the Solicitation. All of the above documents are hereby incorporated into this Subaward by reference as if fully set forth herein.

NOW THEREFORE, SEAGO and the Subrecipient agree to abide by all the terms and conditions set forth in this Subaward.

FOR AND ON BEHALF OF THE
SEAGO AREA AGENCY ON AGING

Signature

Randy Heiss, Executive Director

7/29/2020
Date

121-21
Subaward Identification No.

FOR AND ON BEHALF OF

Santa Cruz County Public Fiduciary
Subrecipient

Cecilia A. Mejia, Public Fiduciary Director

Cecilia Amejia
Signature

7-27-20
Date

Back to Agenda

Subaward ID No. #121-21

ANNEX B

COMPENSATION SECTION

1.0 METHOD OF COMPENSATION

The method of compensation governing this subaward shall be:

☒ Fixed Rate for SEAGO AAA state and federal funds for services identified in 2.1.

☐ Cost Reimbursement for SEAGO AAA state and federal funds for services identified in 2.2.

2.0 COMPENSATION

Upon timely receipt of required reporting documents, subject to availability of funds, SEAGO shall reimburse the Subrecipient on a monthly basis in accordance with Section 56, Payments of the Subaward Agreement General Provisions for actual, allowable costs incurred in the delivery of services (cost reimbursement), or units of service delivered (fixed rate) during the term of the subaward consistent with the approved Subaward Agreement Operating Budget contained herein.

2.1 Fixed Rate

CMG -HCB

Subcontractor SANTA CRUZ PUBLIC FIDUCIARY-SCCPF

Type Rate

Location No Site Assigned
BA - SANTA CRUZ PUBLIC FIDUCIARY-SCCPF

BA - SANTA CRUZ PUBLIC FIDUCIARY-SCCPF

FEIN 866000559

Start Date 07/01/2020 End Date 06/30/2021

Service

	Total Units	Total Budget	Invoiced		Budget Remaining	
☑ Case Management - Home		Rate 39.00	Units	Total	Units	Total
18-59	.00	.00	.00	.00	.00	.00
60-64	.00	.00	.00	.00	.00	.00
65+	.00	.00	.00	.00	.00	.00
Other	1,794.00	69,966.00	.00	.00	1,794.00	69,966.00
Total	1,794.00	69,966.00	.00	.00	1,794.00	69,966.00

Vouchers

	Total Budget	Invoiced	Budget Remaining
Voucher	.00	0	0
Voucher Total	.00	.00	.00

Local Revenue

	Total Budget	Invoiced	Budget Remaining
Non-Fed In-Kind	.00	.00	.00
Non-Fed Cash	34,966.00	.00	34,966.00
Local Revenue Total	34,966.00	.00	34,966.00

Budget Detail Summary

	Total Budget	Invoiced	Budget Remaining
Service	69,966.00	.00	69,966.00
Vouchers	.00	.00	.00
Subtotal	69,966.00	.00	69,966.00
Local Revenues	34,966.00	.00	34,966.00
Total Budget	35,000.00		

Back to Agenda

EMERGENCY MANAGEMENT
SANTA CRUZ COUNTY

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

To: Board of Supervisors

From: Raymond Sayre, Director of Emergency Management

Through: Jennifer St John, County Manager

Date: 07/23/20 for 8/11/2020 BOS Action

Subject: Memorandum of Agreement between Santa Cruz County and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office.

Background: Annually FEMA IPAWS Management Office asks that we sign an MOU for the use of IPAWS.

Currently we utilize Inspiron Logistics WENS for our public alert and warning system. WENS is an opt-in system wherein the public signs up for alerts. WENS is IPAWS compatible, thus we can use this platform to provide alerts to those who are not signed up to our system.

Monthly we are required to send an IPAWS demonstration alert out to a test environment by utilizing the Demonstration Collaborative Operating Group (COG) certificate. This ensures proficiency is maintained without sending out a live alert.

We have another Production COG for IPAWS which allows live alerts to be sent out. If the Production COG is used, generally, all cell towers in the County are activated and all cell phone users receive the alert.

Back to Agenda

Recommendation: I recommend that the Annual IPAWS MOU be signed and that we continue to maintain this capability.

Financial Implications: There are no implications for this MOU.

Proposed Motions:
I move that the County execute the MOU with the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office.

Back to Agenda

Memorandum of Agreement between the Santa Cruz County and the

Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office

---

Regarding the use of: Santa Cruz County Interoperable System(s) and IPAWS OPEN Platform for Emergency Networks (IPAWS-OPEN)

Version 4.2

08 Jul 2020

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of the FEMA Integrated Public and Warning System and the FEMA Disclosure Offices.

MEMORANDUM OF AGREEMENT

1.0 SUPERSEDES: AZ Santa Cruz County_MOA-1

2.0 INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the Santa Cruz County hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Program regarding the utilization and security of Santa Cruz County Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS-Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the FEMA IPAWS Program.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

3.0 AUTHORITY

The authority for this agreement is based on the Communications Act of 1934, as amended (47 U.S.C § 606) and the implementation of regulation 47 C.F.R § 11 which establishes the statutory basis under which the FEMA IPAWS Program operates emergency alerting systems. In addition, Executive Order 13407 of June 26, 2006, Public Alert and Warning System Executive Order states, "It is the policy of the United States to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people…establish or adopt, as appropriate, common alerting and warning protocols, standards, terminology, and operating procedures for the public alert and warning system to enable interoperability and the secure delivery of coordinated messages to the American people". In response, FEMA established the IPAWS Program Management Office (PMO) in April 2007.

4.0 BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

5.0 COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or

resolution procedures will be documented by the identifying party and after action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).

- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.

- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS-OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.

- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.

- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

6.0 TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS-OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

7.0 SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.

- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.

- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.

- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.

- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.
- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

8.0 PROFICIENCY DEMONSTRATION

Once enabled, each COG operating under this agreement must demonstrate their ability to compose and send a message through the IPAWS-OPEN system at regular intervals. Such demonstration must be performed on a monthly basis through generation of a message successfully sent through the IPAWS-OPEN Training and Demonstration environment.

9.0 ASSOCIATED SOFTWARE REQUIREMENTS

The COG will need to select a software package which will allow the COG to properly populate a Common Alerting Protocol (CAP) message which complies with both the *OASIS Common Alerting Protocol Version 1.2* and the *OASIS Common Alerting Protocol, v. 1.2 USA Integrated Public Alert and Warning System Profile Version 1.0*. With respect to the software and the software vendor selected FEMA expects the selected software to provide the following minimum critical capabilities and services:

- Permissions:
  - The ability to assign and manage user permissions; and
  - The ability to retrieve and view IPAWS Alerting Permissions
- Proficiency:
  - The provision of vendor support, to include user training, and around the clock technical support; and
  - The ability to submit both live and test digital certificates, with clear, easily identifiable information that indicates the environment to which the software is pointed (Live or Test)
- User Interface:
  - The provision of an intuitive user interface, to include help menus; and
  - The ability to notify the user of digital certificate expiration; and
  - The ability to constrain event types and geocodes to user permissions; and
  - The ability to send one alert to multiple channels; and
  - The provision of displays that show required fields based on selected channel; and
  - The ability to pre-populate fields to the greatest extent possible; and
  - The ability to support templates; and
  - The ability to create a polygon or circle, of less than 100 nodes; and
  - The ability to update or cancel an alert, without having to reenter all of the data; and
  - The ability to alert the end user if a software license has expired; and
  - Clear explanations if alert information is case sensitive when entered
- Confirmation and Error Checking:
  - The ability to pre-check an alert message for errors, prior to sending; and
  - The ability to create free-form 90-character WEA text, while preventing prohibited characters; and

- The provision to IPAWS of alert status codes for any sent alert, with a clear definition of whether the codes are advice codes or error codes, along with the meaning of those codes; and
- The provision of user confirmation of connectivity to IPAWS; and
- The ability for users to see alert history and/or logs

10.0 COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA IPAWS Program is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

11.0 PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

12.0 TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response. This agreement may be suspended by FEMA for failure to perform the Proficiency Demonstration for two consecutive months. A suspended COG may be reinstated upon a completion of a successful Proficiency Demonstration.

SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

Santa Cruz County Official
Name: Jennifer St.John
Title: County Manager

_____
(Signature Date)
Santa Cruz County
2150 N. Congress Drive
Nogales, AZ, 85621

Federal Emergency Management Agency
IPAWS-OPEN System Owner
Name: Mark A. Lucero
Title: Chief, IPAWS Engineering

_____
(Signature Date)
Attn: IPAWS-OPEN System Owner, Suite 5NW-0309
Federal Emergency Management Agency
500 C Street SW
Washington, D.C. 20472-3153

Appendix A

Listing of Interoperable Systems

The FEMA IPAWS Program recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	Bluemont, VA; Clarksville, VA
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the FEMA IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

- **WENS - Wireless Emergency Notification System**

Function:	Local generated alerts will be issued via Inspiron Logistics-WENS.
Location:	Akron, OH; Dallas, TX; Los Angeles, CA;
Description of data, including sensitivity or classification level:	COTS FOUO Generic contact information for users such as phone number, address, email.

Back to Agenda

Appendix B

COG Point of Contact Information

Designated COG Primary Point of Contact:

Name: Raymond Sayre

Title: Director of Emergency Management

Business Email Address: Rsayre@santacruzcountyaz.gov

Primary Phone Number: 520-375-8000

Alternate Phone Number:

Organization: Santa Cruz County Arizona office of Emergency Mangement

Mailing Address: 2150 N. Congress, Suite #110, Nogales, AZ, 85621

Designated Alternate Point of Contact:

Name: Sobeira Castro

Title: Emergency Management Specialist

Business Email Address: es@santacruscountyaz.gov

Primary Phone Number: 520-375-8000

Alternate Phone Number:

Organization: Santa Cruz County Office of Emergency Management

Mailing Address: 2150 N. Congress Drive Suite 110, Nogales, AZ, 85621

Designated Technical Point of Contact:

Name: Juan Balderas

Title: Director of Information Technology

Business Email Address: jbalderas@santacruzcountyaz.gov

Primary Phone Number: 520-375-7790

Alternate Phone Number:

Organization: Santa Cruz County Information Technology

Mailing Address: 2150 N. Congress Drive, Nogales, AZ, 85621

Back to Agenda

FEMA: Integrated Public Alert and Warning System Open Platform for Emergency Networks (IPAWS-OPEN)

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Lytwaive Hutchinson	202-212-2480	lytwaive.hutchinson@fema.dhs.gov	Chief Information Officer, FEMA
Dr. Cynthia Sutherland	202-701-5329	cynthia.sutherland@fema.dhs.gov	Chief Information Security Officer
Mark Lucero	202-646-1386	mark.lucero@fema.dhs.gov	System Owner
Gary Ham	703-899-6241	gary.ham@associates.fema.dhs.gov	FEMA PMO - IPAWS-OPEN
Gustavo Barbet	202-212-3586	gustavo.barbet@associates.fema.dhs.gov	FEMA ISSO - IPAWS-OPEN
Neil Bourgeois	703-732-6331	neil.bourgeois@associates.fema.dhs.gov	FEMA-EADIS IPAWS-OPEN Tech Lead

Appendix C

IPAWS-OPEN Rules of Behavior

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to Santa Cruz County Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- Santa Cruz County will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. Santa Cruz County is expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, Santa Cruz County will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. Santa Cruz County understands that the use of digital signatures, used on their behalf, is binding and Santa Cruz County will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked by FEMA.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials must not share or alter these authentication mechanisms without explicit approval from the FEMA IPAWS Program.

- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and shall:
    - Be at least eight characters in length
    - Contain a combination of alphabetic, numeric and special characters
    - Not the same as any of the user's previous 8 passwords.
- Passwords shall not contain any dictionary word.
- Passwords shall not contain any proper noun or the name of any person, pet, child, or fictional character. Passwords shall not contain any employee serial number, Social Security number, birth date, phone number, or any information that could be readily guessed about the creator of the password.
- Passwords shall not contain any simple pattern of letters or numbers, such as "qwerty" or "xyz123".
- Passwords shall not be any word, noun, or name spelled backwards or with a single digit appended, or with a two-digit "year" string, such as 98xyz123.
- Pass phrases, if used in addition to or instead of passwords, should follow the same guidelines.
- Passwords shall not be the same as the User ID.
- Users shall either log off or lock their workstations when unattended.
- Workstations shall be configured to either log off, or activate a password-protected lock, or password-protected screensaver within fifteen (15) minutes of user inactivity.
- Locked sessions shall remain locked until the user re-authenticates.
- Workstations shall be protected from theft.
- A user's account shall be automatically locked after three consecutive failed logon attempts.
- The automatic lockout period for accounts locked due to failed login attempts shall be set for a minimum of twenty (20) minutes.
- A process shall exist for manually unlocking accounts prior to the expiration of the twenty (20) minute period, after sufficient user identification is established.
- Sessions shall automatically be terminated after sixty (60) minutes of inactivity.
- Users are required to change their passwords at least once every 90 days.

- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.

- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:

    - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;

    - Protect sensitive data sent to or received from IPAWS-OPEN;

    - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;

    - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the Santa Cruz County Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.

- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.

- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.

- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.

- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.

- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.

- To prevent others from obtaining my password via "shoulder surfing", I will shield my keyboard from view as I enter my password.

- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.

- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or

IPAWS-OPEN is no longer required.

- I agree that I have completed Computer Security Awareness training as may be required by my jurisdiction prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis. If my jurisdiction does not provide Computer Security Awareness training, I will complete the FEMA self-study course *IS-906: Workplace Security Awareness* (https://training.fema.gov/is/courseoverview.aspx?code=IS-906) on an annual basis.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the Santa Cruz County Help Desk.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to Santa Cruz County Interoperable System(s) *and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.*

Printed Name (as listed in Appendix B): _____

Signature: _____ Date: _____

Back to Agenda

Santa Cruz County Fair & Rodeo Association

July 22, 2020

Santa Cruz County Board of Supervisors,

The Southern Arizona International Livestock Association (SAILA) is planning a livestock show on August 15-16 at the Santa Cruz County Fairgrounds.

SAILA works towards the advancement of junior exhibitors in the state of Arizona, not only promoting youth education and leadership, but also providing a place where junior exhibitors can gain valuable experience before exhibiting an animal at a major show. SAILA has a show scheduled on August 1-2 in Holbrook, AZ. The Mayor and Navajo County have granted the fairgrounds permission to hold the show.

I have been working with Jeff Terrell, Santa Cruz County Health Services Director, and have put together the following safety guidelines and protocol:

- All activities will take place outside.
- All campers and trailers will park 25' apart throughout our 40-acre property.
- Masks will be encouraged of all attendees.
- All staff will wear face coverings.
- Contestants will be encouraged to register and pay online.
- All contestants will sign and submit a liability releases form.
- Hand sanitizer and hand washing stations will be placed throughout the property.
- Hand sanitizer will be available at the check in table.
- Physical contact between judges and exhibitor is prohibited. I.e. hand shaking, etc.
- Exhibitors for each class will be limited, allowing for appropriate social distancing.
- 22 – Social distancing banners hung throughout the property
- CDC banners hung throughout the property and at the check in table. Encouraging hand washing/sanitizing, masks, and safe social distancing.
- 15 – Waiver posters hung throughout the property
- 20 – SCCFRA posters hung asking people to social distance and wear a mask

Thank you for your continued support for the Santa Cruz County Fairgrounds. We are committed to continuing our traditions safely for the economic development of our community. Please reach out to me with any questions. Thank you for your time.

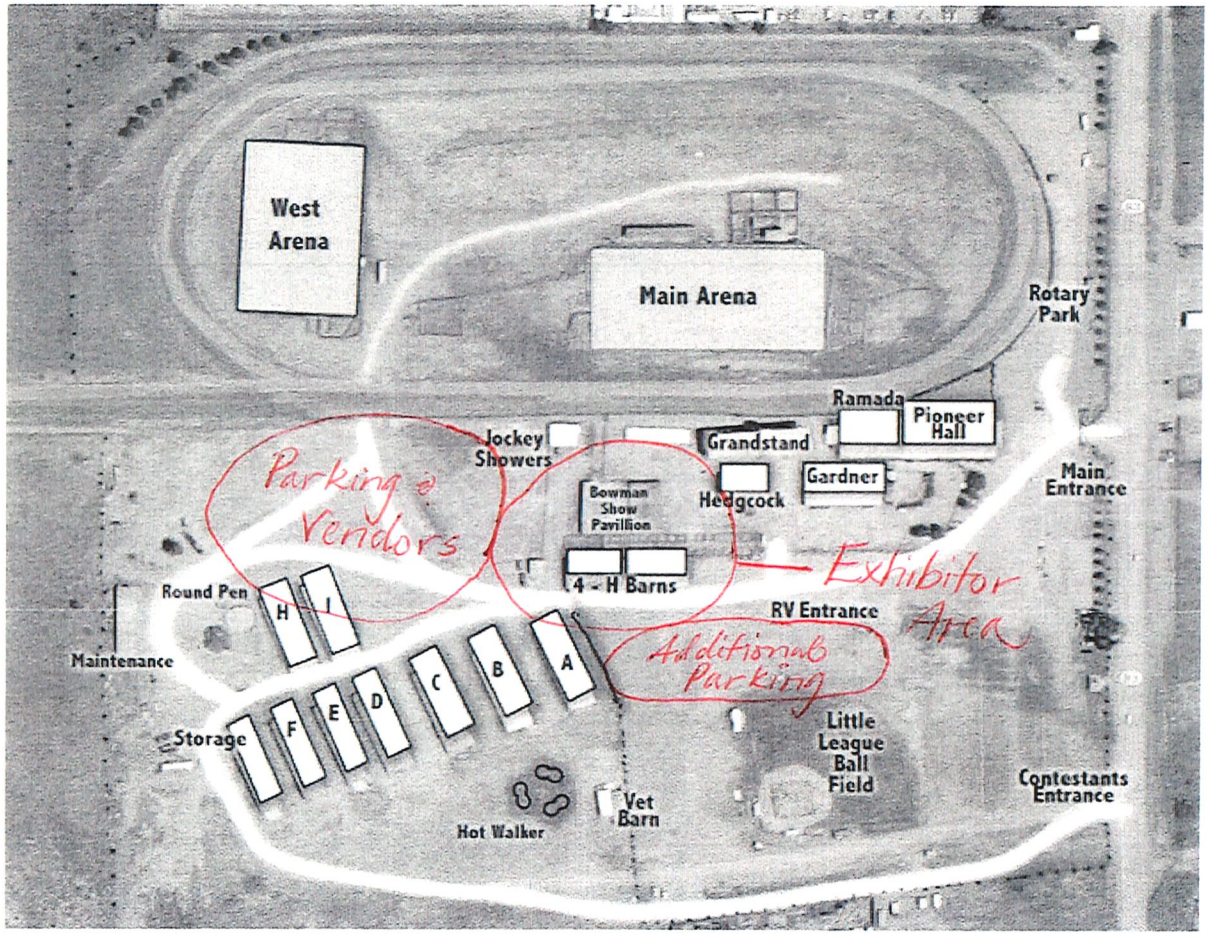
Sincerely,

Lacy Beyer
SCCFRA Manager
520-455-5553

PO Box 85
3142 S Highway 83
Sonoita, AZ 85637

Back to Agenda

SAILA - August 15th & 16th



Back to Agenda

NOTICE OF REQUEST FOR CONTRACT

June 12, 2020

LOCATION: Santa Cruz County Board of Supervisors
2150 N. Congress Drive
Nogales, Arizona 85621

Offerors are strongly encouraged to read carefully the entire Request for Contract.

Designated Agency: Board of Supervisors/Board of Equalization

Material and/or Service: Hearing Officer Services

Contract Type: Firm, Fixed Price

Contract Term: Date of Award for One (1) Year

Phone (520) 375-7812

_____
Board of Supervisors

This Contract Is Offered By: Santa Cruz County Board of Supervisors

INSTRUCTIONS TO OFFERORS

PREPARATION OF PROPOSAL:

All proposals shall be on the forms provided in this Request for Contract package. It is permissible to copy these forms if required. The board will not consider telegraphic proposals or mailgrams.

The person authorized to sign the offer must submit the Offer and Contract Award document with an original ink signature.

The authorized person signing the Vendor Offer shall initial erasures, interlineations or other modifications in the proposal in original ink.

In case of error in the extension of prices in the proposal, the unit price will govern.

Periods-of-time stated as a number of days, shall be calendar days.

It is the responsibility of all offerors to examine the entire Request for Contract package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an Offer confers no right of withdrawal.

INQUIRIES: Direct any question related to this Request for Contract to the person whose name appears on the front. Submitted all questions in writing when time permits. The Board of Supervisors may require any, and all questions to be submitted in writing at the County's sole discretion. Any correspondence related to a Request for Contract should refer to the appropriate Request for Contract number, page, and paragraph number.

PROSPECTIVE OFFEROR'S CONFERENCE: A prospective offeror's conference may be held. If scheduled, the date and time of such conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Request for Contract in order to prevent any misunderstanding of the County's position. Any doubt as to the requirements of this Request for Contract, or any apparent omission or discrepancy, should be presented to the County at this conference. The County will then determine the appropriate action necessary, if any, and issue a written amendment to the Request for Contract. Oral statements or instructions will not constitute an amendment to this Request for Contract.

AMENDMENT OF PROPOSAL: A Receipt of a Solicitation Amendment must be acknowledged by signing and returning the document to the County.

PAYMENT: The County will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of the amount due unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.

TAXES: The State of Arizona is exempt from Federal Excise Tax, including the Federal Transportation Tax. Exemption Certificates will be furnished upon request. Sales Taxes, if any, shall be indicated as a separate item. The offeror shall be responsible for all Federal and State Income Taxes. The offeror shall also be responsible for any other related taxes or expenses.

AWARD OF CONTRACT:

1. Unless the offeror states otherwise, or unless otherwise provided within the Request for Contract, the County reserves the right to award by individual line item, by a group of line items, or as a total, whichever is deemed most advantageous to the County.

2. Notwithstanding any other provision of the Request for Contract, the County expressly reserves the right to:

   2.1 Waive any immaterial defect or informality; or
   2.2 Reject any or all proposals, or portions thereof; or
   2.3 Reissue a Request for Proposals.

3. A response to a Request for Contract is an offer to contract with the County based upon terms, conditions, scope of work and specifications contained in the County's Request for Contracts. Contracts do not become valid until they are accepted by an authorized procurement office. A contract is formed when the procurement office provides written notice of award(s) to the successful offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the Request for Contract; unless modified by a Solicitation Amendment or a Contract Amendment signed by the authorized procurement officer.

Back to Agenda

OFFER

==========

TO SANTA CRUZ COUNTY, STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. The signature also certifies understanding and compliance with paragraph one of the attached State Arizona Standard Terms and Conditions.

Arizona State Board of Equalization Company Name	Signature of Person Authorized to Sign Offer
100 North 15th Ave., Suite 130 Address	George R. Shook Printed Name
Phoenix, Arizona 85007 City State Zip	Interim Chairman Title

For clarification of this offer, contact:

Name: George Shook
Phone: (602) 364-1611

FAX No.: (602) 364-1616

==========

ACCEPTANCE OF OFFER AND CONTRACT AWARD
(For Santa Cruz County, State of Arizona Use Only)

==========

Your offer is hereby accepted.

The Contractor is now bound to sell the materials, services or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's offer as accepted by the County.

This contract shall henceforth be referred to as Contract No. 000002A. The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until the contractor receives an executed purchase order or contract release document.

Santa Cruz County, State of Arizona

Awarded this _____day of_____2020

_____

Santa Cruz County Board of Supervisors

Back to Agenda

PART ONE

INTRODUCTION AND BACKGROUND

1. Introduction

1.1 This document constitutes a Request for Contract, via competitive proposals, from qualified individuals and organizations, to provide hearing officer services to the Board of Supervisors/Board of Equalization (hereinafter referred to as the "Board".)

1.2 For ease of use only, this document is divided into five sections; Part One is the Introduction, Part Two describes the Scope of Work, Part Three is the Special Terms and Conditions, Part Four is Special Instructions to offerors, and Part Five contains the Pricing Schedule, Exhibits, and Attachments.

2. Background/Purpose

2.1 The Board of Supervisors is soliciting Requests for Contracts from persons to conduct administrative hearings on matters of alleged violations of Arizona Revised Statutes Title 42. This includes any hearings that are required pursuant to A.R.S. §42-15105, A.R.S. §42-16102, A.R.S. §42-16105, A.R.S. §42-16252, A.R.S. §42-16254 and A.R.S. §42-19052. The Board's hearings are conducted under the Arizona Administrative Procedures Act Title 41, Chapter 6, Article 6; Adjudicative Proceedings.

2.2 The Board conducts several administrative hearings each year; each hearing day typically lasts 7.0 hours.

PART TWO

SCOPE OF WORK

1. General Requirements:

1.1 The contractor shall have the capability and requisite experience and expertise to conduct administrative hearings for the Santa Cruz County Board of Supervisors/Board of Equalization (hereinafter referred to as the "Board").

1.2 The contractor shall provide the services on an as-needed basis in accordance with the provisions of A.R.S. §42-16151 et seq.

2. Specific Requirements:

2.1 The contractor shall meet with the Clerk of the Board to receive and report on hearing assignments.

2.2 The contractor shall conduct prehearing conferences, rule on prehearing motions, preside over settlement negotiations or institute any other proceedings that the hearing officer thinks shall aid in the appropriate disposition of the issues prior to the hearing.

2.3 The contractor shall conduct any legal and/or factual research necessary for a legally correct, and full and fair adjudication of the issues raised during the hearing.

2.4 The contractor shall preside over the Board's hearings when assigned. In the hearing officer's role as presiding officer, the hearing officer shall rule on the admissibility of evidence and testimony and shall generally supervise the conduct of the hearing.

2.5 The contractor shall provide findings of fact, conclusions of law, and shall transmit the findings and conclusions to the Board in accordance with Board established formats and deadlines.

3. Board Furnished Services

3.1 The Board will provide audio recording equipment and/or tape recorder with tapes as reserve equipment for the contractor. The contractor will provide the primary resource for recording hearings and will maintain recorded hearings.

3.2 The Board will provide all necessary office supplies.

3.3 The Board will provide the hearing location.

3.4 The Board will serve all documents and Notice of Decisions on the respective parties, including the hearing officer's findings of fact and conclusion of law. The contractor will serve all Notice of Hearing on the respective parties for all appeals.

3.5 The Board shall require all necessary forms and information be submitted at the time of filing an appeal.

3.6 The Board shall forward to the contractor, by mail, all appeals received as soon as possible. If an appeal, pursuant to §42-16252 et al; §42-16254 et al; and §42-19052, is received, the offeror shall be immediately notified of such filing and a fax copy of the appeal shall be sent to the contractor.

4. Qualifications

4.1 Individuals shall be selected based on their work experience and other qualifications in at least one of the following categories:

1. Experience in at least four of the preceding eight years in property valuation, property tax appeals or appraising real property.

2. A certified general appraiser pursuant to A.R.S. §32-3612.

3. A property valuation hearing officer or member of the State Board of Equalization, or any predecessor to the Board; for at least four of the preceding eight years.

4. A member of the State Bar of Arizona with at least four years of experience in property valuation or condemnation practice.

PART THREE

SPECIAL TERMS AND CONDITIONS

1. Offer Acceptance Period: Proposals shall be irrevocable offers for 90 days after the proposal due date.

2. The term of Contract: The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year.

3. Contract Renewal: The contract shall not bind nor purport to bind, the County for any contractual commitment in excess of the original contract period.

4. Pricing:

   4.1. Pricing must be submitted on an all-inclusive daily basis. The County will not reimburse any item other than the all-inclusive daily rate multiplied times the number of days actually worked and those items identified in paragraph B and C below.

   4.2. The County shall reimburse the contractor for all rental car expenses and/ or mileage pursuant to State Employee's Travel Rules as related to contractor services.

   4.3. When requested by the Board to perform work that requires overnight accommodations, the County will reimburse the contractor in accordance with the current rates specified in the Rules and Regulations applicable to State Employee's travel. The contractor shall itemize all per diem and lodging charges.

5. Estimated Usage: The contract shall be on an as needed, if needed basis. The County makes no guarantee as to the number of hours required.

6. Payment: The contractor shall submit to the County a statement of charges at the conclusion of all work. The statement shall include a record of time expended and work performed in sufficient detail to justify payment. After acceptance of all work performed, the Board shall process the claim for prompt payment in accordance with the standard operating procedures of the County.

7. Availability of Funds for the Next Fiscal Year: Funds are not presently available for

performance under this contract beyond the current fiscal year. The County's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the County for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for the performance of this contract.

8. Confidentiality of Records: The contractor shall establish and maintain procedures and controls that are acceptable to the Board for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the County. The contractor also agrees that any information pertaining to an individual person(s) shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract unless otherwise agreed to in writing by the County.

9. Cancellation: The County reserves the right to cancel the whole or any part of the contract due to the failure of the contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to the contractor for acting or failing to act as in any of the following:

   The contractor fails to perform adequately the services required in the contract.

   The contractor fails to furnish the required product within the time stipulated in the contract.

   The contractor fails to make progress in the performance of the requirements of the contract and/or gives the County a positive indication that the contractor will not or cannot perform to the requirements of the contract.

10. Multiple Awards: In order to ensure adequate coverage of Board requirements, multiple awards may be made.

11. Termination: The Board reserves the right to terminate the contract at any time, for the convenience of Santa Cruz County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Board become the property of Santa Cruz County. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

12. Suspension or Debarment Status: If the firm, business or person submitting this bid or

offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the bidder or offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. The County also may exercise any other remedy available by law.

13. Suspension or Debarment Certification: By signing the offer section of the Offer and Acceptance page, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The County also may exercise any other remedy available by law.

14. Compliance with other Provisions: The contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. §41-1492 et. seq.), which prohibits discrimination because of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

14.1 People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made 72 hours in advance.

14.2 If special accommodations are required, please contact the Board of Supervisors/Board of Equalization.

PART FOUR

SPECIAL INSTRUCTIONS TO OFFERORS

1. Offeror's Contacts:

1.1 All questions regarding this Request for Contract including technical specifications, contract process, etc., must be directed to the procurement specialist as indicated on the first page of this document.

1.2 Offerors may not contact the employees of the using agency concerning this procurement while the contract and evaluation are in process.

2. Evaluation Criteria: Evaluation criteria are listed in the relative order of importance. The award will be made to the responsible offeror whose contract is determined to be the most advantageous to the County based on the following criteria:

2.1 Experience/Expertise

3. Contract Format: Two (2) original contracts should be submitted in the format specified in the RFC. The contracts should be clearly labeled "ORIGINAL". The material should be in sequence and related to the RFC. The County will not provide any reimbursement for the cost of developing or presenting contracts in response to this RFC. Failure to include the requested information may have a negative impact on the evaluation of the offeror's contract. The contract should include at least the following information:

3.1 Experience/Expertise: This section of the contract should include the following:

3.1.1 A detailed resume/narrative including, but not limited to:

3.1.2 Information on the offeror's educational background.

3.1.3 Information on the offeror's expertise/experience with administrative hearings.

3.1.4 Any information that may reflect on the offeror's ability to perform the required services (e.g. demonstrated knowledge of Arizona Revised Statutes and agency rules.)

3.2 Price: The contractor must provide a firm, fixed all-inclusive price for all requirements set forth in this Request for Contract. All firm, fixed prices must be shown

on the pricing schedule of this RFC. The pricing schedule must be completed, signed, and returned with the offeror's proposal.

4. Contractor Qualifications:

4.1 Individuals shall be selected based on their work experience and other qualifications in at least one of the following categories:

4.1.1 Experience in at least four of the preceding eight years in ad valorem property valuation, property tax appeals or appraising real property.

4.1.2 A certified general appraiser pursuant to A.R.S. §32-3612.

4.1.3. A property valuation hearing officer or member of the State Board of Equalization, or any predecessor to the board; for at least four of the preceding eight years.

4.1.4. A member of the State Bar of Arizona with at least four years of experience in property valuation or condemnation practice.

4.1.5. Must possess the ability to speak and to write clearly and concisely; negotiating skills; ability to analyze facts and to apply relevant laws to facts; questioning skills (eliciting relevant information); ability to maintain order in an emotionally charged atmosphere.

4.1.6. Must be capable of rendering fair and impartial decisions and must have no conflict-of-interest in performing the duties.

5. Discussion: In accordance with A.R.S. §41-2534, after the initial receipt of contracts, discussions may be conducted with offeror(s) who submitted contracts determined to be reasonably susceptible of being selected for award. NOTE: The Offer and Contract Award Sheet, the Pricing Schedule, and any Solicitation Amendments must be signed and returned with the offertory's proposal.

6. Definition of Key Words Used in the RFC:

6.1 Shall, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

6.2 Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide the requested information, the County, may, at its sole option, ask the offeror to provide the information, or, evaluate the proposal without the information.

6.3 May: Indicates something that is not mandatory but permissible.

PART FIVE

PRICING SCHEDULE EXHIBITS AND ATTACHMENTS

REQUEST FOR CONTRACT

Back to Agenda

PART FIVE

PRICING SCHEDULE

1. The offeror shall provide all services required:

   1.1 $300.00 (three hundred dollars) per day for Professional/Hearing Officer Services. $200.00 (two hundred dollars) per day for Professional/Hearing Officer Services for a partial day (minimum 4 hours or less) when prorated between counties.

   1.2 $200.00 (two hundred dollars) per day, minimum of 2 days, for administrative processing of appeals database, Notice of Hearings and Notice of Decisions for the appeals filed pursuant to ARS §42-16105.

   1.3 $200.00 (two hundred dollars) per day, minimum of 2 days, for administrative processing of appeals database, Notice of Hearings and Notice of Decisions for the appeals filed pursuant to ARS §42-15105.

   1.4 Hearings regarding Personal Property, Notice of Proposed Correction and Notice of Claim may be conducted whenever possible.

2 Rental car expenses and/or mileage pursuant to State Employee's Travel Rules shall be reimbursed as related to contractor services.

3. When requested by the Board to perform work that requires overnight accommodations, the County will reimburse the contractor in accordance with the current rates specified in the Rules and Regulations applicable to State Employees' travel. The contractor shall itemize all per diem and lodging charges.

George R. Shook — 12 June 2020

AUTHORIZED SIGNATURE — DATE

George R. Shook, Interim Chairman

Back to Agenda

DATE AND DURATION

1. Contract Title: Property Valuation/Classification Hearing Officer and Services

2. Contract Period: From March 1, 2020 to February 28, 2021

3. Geographic Area Served: Santa Cruz County Arizona

4. Scope of Work: Property Valuation/Classification Hearings

5. Reference: Contracting Office: Arizona State Board of Equalization

   100 North 15th Avenue, Suite 130

   City: Phoenix State: Arizona Zip: 85007

   Telephone: (602) 364-1600

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. Certification:

1.1. The submission of the offer did not involve collusion or other anti-competitive practices.

1.2. The bidder shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §41-1461 et.seq.

1.3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

1.4. The bidder agrees to use only those materials and/or services as stated in and allowed for under the resultant contract(s) as County contract items.

2. Gratuities: The County may, by written notice to the contractor, cancel this contract if it is found by the County that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the contractor, to any officer or employee of the State with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such contract. In the event the County pursuant to this provision cancels this contract, the County shall be entitled, in addition to any other rights or remedies, to recover or withhold from the contractor the amount of the gratuity. Paying the expense of normal business meals, which are generally made available to all eligible State government customers, shall not be prohibited by this paragraph.

3. Applicable Law: This contract shall be governed by, and the County and contractor shall have all remedies afforded each by the uniform commercial code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the County. The laws of the State of Arizona shall govern this contract, and suits pertaining to this contract shall be brought only in Federal or State Courts in the State of Arizona.

4. Legal Remedies: All Claims and controversies shall be subject to the Arizona Procurement Code §41-2611 et.al.

5. Contract: The contract shall be based upon the solicitation issued by the County and the offer submitted by the contractor in response to the solicitation. The offer shall substantially conform to the term, conditions, specifications and other requirements set forth within the text of the solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the contractor. However, any substantial non-conformity in the offer shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the contractor relating to this requirement and shall prevail over all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

6. Contract Amendments: This contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County and the contractor.

7. Provisions Required by Law: Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein. And if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

8. Termination by the Board of Supervisors: The County may cancel this contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is or becomes, at any time while the contract or any extension of the contract is in effect an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when the parties to this contract receive written notice from the Chairman of the County Board of Supervisors, unless the notice specifies a later time.

9. Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract, which may remain in effect without the invalid provision, or application.

10. Relationship of Parties: It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that contractor should arrange to pay directly such expenses, if any.

11. Interpretation - Parol Evidence: This contract is intended by the parties as a final

expression of their agreement and is intended as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Arizona Procurement Code is used in this contract, the definition contained in the contract shall control.

12. Assignment – Delegation: The contractor without the prior written permission by the County shall assign no right or interest in this contract, and no delegation of any duty of contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the contractor.

13. Subcontracts: No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and regulations that are applicable to the services covered by the subcontract, as if the subcontractor were the contractor referred to herein. The contractor is responsible for contract performance whether subcontractors are used. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the contractor.

14. Rights and Remedies: No provision in this document or in the vendor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract, or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

15. Warranties: Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material, service, or construction specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the contractor or the rights of the County under the foregoing warranties.

16. Indemnification: Contractor shall indemnify, defend, and save harmless the County, from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description. Including any reasonable attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this agreement, or arising out of

worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the contractor and/or its subcontractors or claims under similar such laws or obligations. The contractor's obligation under this section shall not extend to any liability caused by the sole negligence of the County, or its employees.

17. Force Majeure: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; acts of the public enemy, war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts, or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this agreement.

    Force Majeure shall not include the following occurrences:
    Late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure.

    If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. Right to Assurance: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

19. Records: Pursuant to provisions of title 35, Chapter 1, article 6 Arizona Revised Statutes §35-214 and §35-215 each contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be

produced at the offices of the Auditor General, the Attorney General, and the State Purchasing Office, the County Board of Supervisors or the State Board of Equalization or any agency doing business under this contract.

20. Advertising: Contractor shall not advertise or publish information concerning this contract, without the prior written consent of the County. The County shall not reasonably withhold permission.

21. Exclusive Possession: All services, information, computer program elements, reports and other deliverables, which may be created under this contract, are the sole property of the County and shall not be used or released by the contractor or any other person except with prior written permission of the County.

22. Title and Risk of Loss: The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided in this contract.

23. Payment: A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice. Payment shall be subject to the provisions of Title 35 of the Arizona Revised Statutes.

24. Licenses: Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the contractor as applicable to this contract.

25. Cost of Bid Preparation: The County shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

26. Public Record: All bids submitted in response to this invitation shall become the property of the County and shall become a matter of public record available for review, subsequent to the award notification, as provided for the Arizona Procurement Code.

Back to Agenda

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 (First) Laughlin (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: Sonoita 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:	Sept 25, 2020	Friday	5 pm	10:30 pm
DAY 2:	Sept 26, 2020	Saturday	12 pm	10:30 pm
DAY 3:	Sept 27, 2020	Sunday	12 pm	8:30 pm
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY10:				

Individuals requiring ADA accommodations call (602)542-2999

Back to Agenda

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 8 Number of Security Personnel ☑ Fencing ☐ Barriers

Explanation: **These are family oriented events with licensed security staff and off duty Sheriff participation at the indicated locations on the site maps provided.**

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: **Armor Protection Group**

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

Back to Agenda

Back to Agenda

BOND FOR ISSUANCE FOR DUPLICATE WARRANT

Know all men these presents that the payee undersigned was issued warrant number 3-241765 on the Treasurer of Santa Cruz County in the amount of $ 301.17, dated on or about June 4, 2020 and that said warrant has been irretrievably lost or destroyed, and that (she/he) and (her/his) surety undersigned are held and firmly bond unto Santa Cruz County in double the above amount, for he payment of which each binds himself, his successors and assigns, jointly and severally, firmly by these presents.

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

Signed, executed, and delivered at SCED #28, this 22nd day of July, 2020.

Payee: Aracely L. Caballero

Address: 2943 N. Bitzcte Drive
Nogales, AZ 85621

Surety: Aracely L. Caballero

Address: 2943 N. Bitzcte Drive
Nogales, AZ 85621

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

On the 22nd day of July, 20 20, before me the undersigned notary public, personally appeared the payee Aracely Caballero, and the surety, Aracely Caballero, each of whom acknowledged that (s)he executed the foregoing bond.

Callie Slade
Notary Public

My Commission Expires:
9/21/2020

CALLIE SLADE
Notary Public - State of Arizona
SANTA CRUZ COUNTY
Commission # 552793
Expires September 21, 2022

Back to Agenda

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

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

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

Surety: Aracely L. Caballero
2843 N. Bitacte Dr. Nogales AZ

Subscribed and sworn to before me this 22nd day of July, 2020.

Callie Slade
Notary Public

My Commission Expires:
9/21/2022

Approved as to form:
_____(date)

_____
County Attorney (Deputy)

CALLIE SLADE
Notary Public - State of Arizona
SANTA CRUZ COUNTY
Commission # 552793
Expires September 21, 2022

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

FOR THE CLERK OF THE BOARD OF SUPERVISORS

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

_____
Clerk of the Board of Supervisors
Santa Cruz County

Back to Agenda

Date Printed: 7/21/2020 10:00
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2017
Resolution No: 55879
Date Created: 7/21/2020 10:00 AM

Reason For Change:

Ownership correction for 2017 tax year.

AS BILLED PARCEL ID: 10636097C AREA CODE 0630
ACCOUNT NUMBER: R000009084
PUC 0840-MH PARK, 4+ SPACES

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
0401L	13,125	10.00	0	1,313
0402I	7,275	10.00	0	728
0402L	13,125	10.00	0	1,313
Total	33,525		0	3,354

Full Cash	Valuation	%	Exempt	Net Assessed
0401L	13,125	10.00	0	1,313
0402I	7,275	10.00	0	728
0402L	13,125	10.00	0	1,313
Total	33,525		0	3,354

CHANGE TO PARCEL ID: 10636097C AREA CODE 0630
ACCOUNT NUMBER: R000009084
PUC 0840-MH PARK, 4+ SPACES

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
0401L	13,125	10.00	0	1,313
0402I	7,275	10.00	0	728
0402L	13,125	10.00	0	1,313
Total	33,525		0	3,354

Full Cash	Valuation	%	Exempt	Net Assessed
0401L	13,125	10.00	0	1,313
0402I	7,275	10.00	0	728
0402L	13,125	10.00	0	1,313
Total	33,525		0	3,354

Description As Billed

SUB PATAGONIA TOWNSITE LOTS 36, 38, 40 AND 42 OF BLK I AND ALLEY DESCRIBED EXCEPT THAT ALLEY DEEDED TO TOWN OF PATAGONIA

HACIENDA AMADO LLLP
ARIZONA LIMITED LIABILITY PARTNERSHIP
P O BOX 64388
TUCSON, AZ 85728

Description Change To

SUB PATAGONIA TOWNSITE LOTS 36, 38, 40 AND 42 OF BLK I AND ALLEY DESCRIBED EXCEPT THAT ALLEY DEEDED TO TOWN OF PATAGONIA

EAGLES QUEST LLC
1401 E BEATUS DRIVE
NOGALES, AZ 85621

Back to Agenda

Date Printed: 7/21/2020 10:03
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2018
Resolution No: 55880
Date Created: 7/21/2020 10:03 AM

Reason For Change:

Ownerhsip correction for 2018 tax year.

AS BILLED PARCEL ID: 10636097C AREA CODE 0630
ACCOUNT NUMBER: R000009084
PUC 0840-MH PARK, 4+ SPACES

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
0401L	13,125	10.00	0	1,313
0402I	8,060	10.00	0	806
0402L	13,125	10.00	0	1,313
Total	34,310		0	3,432

Full Cash	Valuation	%	Exempt	Net Assessed
0401L	13,125	10.00	0	1,313
0402I	8,060	10.00	0	806
0402L	13,125	10.00	0	1,313
Total	34,310		0	3,432

CHANGE TO PARCEL ID: 10636097C AREA CODE 0630
ACCOUNT NUMBER: R000009084
PUC 0840-MH PARK, 4+ SPACES

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
0401L	13,125	10.00	0	1,313
0402I	8,060	10.00	0	806
0402L	13,125	10.00	0	1,313
Total	34,310		0	3,432

Full Cash	Valuation	%	Exempt	Net Assessed
0401L	13,125	10.00	0	1,313
0402I	8,060	10.00	0	806
0402L	13,125	10.00	0	1,313
Total	34,310		0	3,432

Description As Billed

SUB PATAGONIA TOWNSITE LOTS 36, 38, 40 AND 42 OF BLK I AND ALLEY DESCRIBED EXCEPT THAT ALLEY DEEDED TO TOWN OF PATAGONIA

HACIENDA AMADO LLLP
ARIZONA LIMITED LIABILITY PARTNERSHIP
P O BOX 64388
TUCSON, AZ 85728

Description Change To

SUB PATAGONIA TOWNSITE LOTS 36, 38, 40 AND 42 OF BLK I AND ALLEY DESCRIBED EXCEPT THAT ALLEY DEEDED TO TOWN OF PATAGONIA

EAGLES QUEST LLC
1401 E BEATUS DRIVE
NOGALES, AZ 85621

Back to Agenda

Date Printed: 7/21/2020 10:06
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2019
Resolution No: 55881
Date Created: 7/21/2020 10:06 AM

Reason For Change:

Ownership correction for 2020 tax year.

AS BILLED PARCEL ID: 10636097C AREA CODE 0630
ACCOUNT NUMBER: R000009084
PUC 0840-MH PARK, 4+ SPACES

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
0401L	13,125	10.00	0	1,313
0402I	7,873	10.00	0	787
0402L	13,125	10.00	0	1,313
Total	34,123		0	3,413

Full Cash	Valuation	%	Exempt	Net Assessed
0401L	13,125	10.00	0	1,313
0402I	7,873	10.00	0	787
0402L	13,125	10.00	0	1,313
Total	34,123		0	3,413

CHANGE TO PARCEL ID: 10636097C AREA CODE 0630
ACCOUNT NUMBER: R000009084
PUC 0840-MH PARK, 4+ SPACES

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
0401L	13,125	10.00	0	1,313
0402I	7,873	10.00	0	787
0402L	13,125	10.00	0	1,313
Total	34,123		0	3,413

Full Cash	Valuation	%	Exempt	Net Assessed
0401L	13,125	10.00	0	1,313
0402I	7,873	10.00	0	787
0402L	13,125	10.00	0	1,313
Total	34,123		0	3,413

Description As Billed

SUB PATAGONIA TOWNSITE LOTS 36, 38, 40 AND 42 OF BLK I AND ALLEY DESCRIBED EXCEPT THAT ALLEY DEEDED TO TOWN OF PATAGONIA

HACIENDA AMADO LLLP
ARIZONA LIMITED LIABILITY PARTNERSHIP
P O BOX 64388
TUCSON, AZ 85728

Description Change To

SUB PATAGONIA TOWNSITE LOTS 36, 38, 40 AND 42 OF BLK I AND ALLEY DESCRIBED EXCEPT THAT ALLEY DEEDED TO TOWN OF PATAGONIA

EAGLES QUEST LLC
1401 E BEATUS DRIVE
NOGALES, AZ 85621

Back to Agenda

Date Printed: 7/23/2020 10:49
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2018
Resolution No: 55882
Date Created: 7/23/2020 10:49 AM

Reason For Change:

Ownership correction for 2018 tax year.

AS BILLED PARCEL ID: 11511441 AREA CODE 3502
ACCOUNT NUMBER: R000022484
PUC 0013-VL-RES-RURAL-SUBDIVIDED

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	3,465	15.00	0	520
Total	3,465		0	520

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	3,500	15.00	0	525
Total	3,500		0	525

CHANGE TO PARCEL ID: 11511441 AREA CODE 3502
ACCOUNT NUMBER: R000022484
PUC 0013-VL-RES-RURAL-SUBDIVIDED

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	3,465	15.00	0	520
Total	3,465		0	520

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	3,500	15.00	0	525
Total	3,500		0	525

Description As Billed

SUB RIO RICO ESTATES UNIT NO.10 LOT 62 EXCEPT THE PORTION DEEDED TO LOT 61 OF BLK 196

KRAESIG CHARLIE TRUSTEE
THE CHARLES & DIXIE KRAESIG REV LIV TR
3402 W CALLE LARGO
TUCSON, AZ 85750

Description Change To

SUB RIO RICO ESTATES UNIT NO.10 LOT 62 EXCEPT THE PORTION DEEDED TO LOT 61 OF BLK 196

CORONA WEST HOMES LLC
AN ARIZONA LIMITED LIABILITY COMPANY
13 PASEO HERMOSA
NOGALES, AZ 85621

OK
Pm

Back to Agenda

Date Printed: 7/23/2020 10:51
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2019
Resolution No: 55883
Date Created: 7/23/2020 10:51 AM

Reason For Change:

Ownership correction for 2019 tax year.

AS BILLED PARCEL ID: 11511441 AREA CODE 3502
ACCOUNT NUMBER: R000022484
PUC 0013-VL-RES-RURAL-SUBDIVIDED

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
02RL	3,500	15.00	0	525
Total	3,500		0	525

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	3,500	15.00	0	525
Total	3,500		0	525

CHANGE TO PARCEL ID: 11511441 AREA CODE 3502
ACCOUNT NUMBER: R000022484
PUC 0013-VL-RES-RURAL-SUBDIVIDED

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
02RL	3,500	15.00	0	525
Total	3,500		0	525

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	3,500	15.00	0	525
Total	3,500		0	525

Description As Billed

SUB RIO RICO ESTATES UNIT NO.10 LOT 62 EXCEPT THE PORTION DEEDED TO LOT 61 OF BLK 196

KRAESIG CHARLIE TRUSTEE
THE CHARLES & DIXIE KRAESIG REV LIV TR
3402 W CALLE LARGO
TUCSON, AZ 85750

Description Change To

SUB RIO RICO ESTATES UNIT NO.10 LOT 62 EXCEPT THE PORTION DEEDED TO LOT 61 OF BLK 196

CORONA WEST HOMES LLC
AN ARIZONA LIMITED LIABILITY COMPANY
13 PASEO HERMOSA
NOGALES, AZ 85621

OK
PR

RESOLUTION 2020-11

A RESOLUTION OF SANTA CRUZ COUNTY ESTABLISHING A HOME DETENTION PROGRAM FOR PERSONS SENTENCED TO DRIVING UNDER THE INFLUENCE OF DRUGS OR ALCOHOL; AND ESTABLISHING SPECIAL SENTENCING PROVISIONS DURING A STATE OF EMERGENCY

WHEREAS, The State of Arizona enacted §11-251.15, Arizona Revised Statutes, declaring that Arizona counties are authorized to establish a home detention program for persons sentenced to driving under the influence of drugs or alcohol;

WHEREAS, on March 11, 2020, the Governor of the State of Arizona, Douglas A. Ducey, declared that a State of Emergency exists in Arizona due to the COVID-19 outbreak;

WHEREAS, on March 20, 2020, the Santa Cruz County Board of Supervisors, through the Chairman of the Board proclaimed, pursuant to A.R.S. § 26-311, that an emergency or local emergency existed in unincorporated Santa Cruz County related to the COVID-19 outbreak

WHEREAS, the Santa Cruz County Detention Center is currently not accepting persons sentenced to driving under the influence of drugs or alcohol for jail confinement on a regular basis due to the COVID-19 outbreak;

WHEREAS, on June 3, 2020, the Arizona Supreme Court, through the Chief Justice, issued Administrative Order 2020-83, authorizing trial courts to sentence an otherwise eligible defendant to participate in a home detention or continuous alcohol monitoring program pursuant to either ARS § 9-499.07 or § 11-251.15 and order the jail confinement required by ARS §§ 28-1381 or -1382 to be served upon notice by the Court;

WHEREAS, the Santa Cruz County Justice Court may be required to sentence a person to jail confinement as required by ARS §§ 28-1381 or -1382, in situations where a person may have medical conditions, communicable diseases, or other factors which may make jail confinement problematic;

WHEREAS, the Presiding Justice of the Peace of the Santa Cruz County Justice Courts shall approve the program before its implementation.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

SECTION 1: A Home Detention Program (HDP) is hereby established in the Santa Cruz County Justice Court pursuant to A.R.S. § 11-251.15.

1.1 The HDP will be offered and administered by the Court consistent with the requirements of A.R.S. § 11-251.15.

1.2 The provisions of the Home Detention Program will continue without regard to the current State of Emergency, until and unless specifically terminated by a majority of the Board of Supervisors.

1.3 The Board of Supervisors specifically finds, pursuant to A.R.S. § 11-251.15(H), that there is a public necessity for the program.

SECTION 2: As part of the HDP, the Santa Cruz County Justice Court may allow a person sentenced to driving under the influence of drugs or alcohol to serve home detention, and may order the jail confinement required by ARS §§ 28-1381 or -1382 to be served upon notice by the Court.

2.1 No new sentencing by the Court may occur pursuant to Section 2 of this Resolution upon declaration by the Santa Cruz County Board of Supervisors that the State of Emergency created by the COVID-19 outbreak has ended.

2.2 Court notices pursuant to Section 2 advising persons of the dates ordered for service of their jail confinement may issue after the State of Emergency has ended, when the sentencing orders were previously issued during the State of Emergency.

PASSED AND ADOPTED by the Santa Cruz County Board of Supervisors this ___ day of _____, 20___.

_____	_____	_____
Bruce Bracker, Chairman	Manuel Ruiz, Vice Chairman	Rudy Molera, Member

SANTA CRUZ COUNTY
JUSTICE COURT

_____
Hon. Emilio Velasquez

ATTEST:

_____
Tara R. Hampton, Clerk of the Board

APPROVED AS TO FORM:

_____
Kimberly Hunley,
Chief Civil Deputy County Attorney

Back to Agenda

NOTICE OF PUBLIC HEARING

PROPOSED ADOPTION TO ESTABLISH HOME DETENTION PROGRAM FOR PERSONS SENTENCED TO DRIVING UNDER THE INFLUENCE OF DRUGS OR ALCOHOL; AND ESTABLISHING SPECIAL SENTENCING PROVISIONS DURING A STATE OF EMERGENCY

Notice is hereby given pursuant to A.R.S. §§ 11-251.05 and 11-445(A)(17), that the Santa Cruz County Board of Supervisors will hold a Public Hearing at the Santa Cruz County Complex, 2150 N. Congress Drive, Room #120, Nogales, Arizona, on Tuesday August 11, 2020 at 10:00 a.m. for public comment concerning the adoption of Resolution 2020-11, Santa Cruz County Home Detention Program

Dated this 22nd day of July, 2020

Tara R. Hampton

Tara Hampton, Clerk
Board of Supervisors

MINUTES OF A PUBLIC HEARING CONDUCTED BY
THE BOARD OF SUPERVISORS OF SANTA CRUZ COUNTY, ARIZONA
ON AUGUST 11, 2020

The hearing was convened by the Chairman of the Board of Supervisors and announced.

"Now is the time and place set for the public hearing to be conducted pursuant to Arizona Revised Statutes Section 11-391, on a proposal for the County to incur "long term obligations" of the County in a principal amount not to exceed $5,250,000 in the form of pledged revenue refunding obligations (the "Refunding Obligations"), for the purpose of refunding and refinancing some or all of the County's outstanding Pledged Revenue Obligations, Series 2012 (the "2012 Obligations"). Payment of the principal of and interest on the Refunding Obligations will be paid from money collected from (i) any amounts of the general excise tax of the County authorized by Section 42-6103, Arizona Revised Statutes, which the County imposes and (ii) revenues from any excise taxes and transaction privilege (sales) taxes imposed by the State of Arizona or any agency thereof and returned, allocated or apportioned to the County, except the County's share of any such taxes which by State law, rule or regulation must be expended for other purposes. The purpose of this hearing is solely to receive verbal or written comments from the public regarding the proposed obligations and purposes. Any action and further discussion of these matters by the Board would take place at a subsequent meeting on or after August 26, 2020.

We will begin with an analysis by County staff of the need to refund and refinance the 2012 Obligations, the need to use long-term obligations and any other available options to accomplish the projects. _____ will begin the presentation.

Following the staff and financial presentation

Is there anyone present who wishes to comment on the proposed financing plan or projects?

The Clerk of the Board has provided to Board members copies of all written comments submitted prior to the hearing and those submitted through the County's Website.

The public hearing for this matter is now concluded."

Back to Agenda

Santa Cruz County, Arizona
Summary of Proposal to Incur Long Term Obligations

Pursuant to A.R.S. § 11-391, the following is a summary of (1) analysis of the need for the refinancing of existing debt to achieve debt service savings (2) the need to use long term financing and (3) the available options to accomplish the refinancing.

1. ANALYSIS OF THE NEED FOR THE REFINANCING

In 2012, Santa Cruz County, Arizona (the "County") issued its Pledged Revenue Obligation, Series 2012 (the "2012 Obligation"), evidencing the undivided proportionate interest of the owners thereof in payments to be made by the County pursuant to a First Purchase Agreement, dated as of January 1, 2012 (the "2012 Purchase Agreement"). The 2012 Obligation was issued for the purpose of paying for the costs to construct bridges and other access over certain impassable watercourses. The County has determined that due to the current historically low interest rate environment, it is projected that the 2012 Purchase Agreement associated with the 2012 Obligation can be refinanced at a lower interest rate allowing the County to achieve annual debt service savings thereby improving the County's financial position.

2. THE NEED TO USE LONG TERM FINANCING

The amortization period for the contemplated refinancing, combined with the historically low interest rate environment, will enable the County to refinance the 2012 Purchase Agreement associated with the 2012 Obligation and lower the overall annual debt service burden of the County.

The County's use of long-term financing is necessary in order for the County to achieve the anticipated debt service savings.

3. AVAILABLE OPTIONS TO ACCOMPLISH THE REFINANCING

Various financing options have been evaluated for this contemplated refinancing. Given the relatively smaller refinancing amount, existing shorter amortization period, and current bond market issues related the COVID-19 pandemic, the most economical option to maximize debt service savings is for the County to refinance the 2012 Purchase Agreement associated with the 2012 Obligation with a private placement bank.

Back to Agenda

PRESENTATION
FOR
HEARING ON PROPOSAL OF THE BOARD OF SUPERVISORS OF SANTA CRUZ COUNTY, ARIZONA, TO INCUR A LONG-TERM OBLIGATION NOT SECURED BY THE FULL FAITH AND CREDIT OF THE COUNTY

I. Purpose for Presentation

Arizona Revised Statutes Section 11-391 provides that, after required public notice and at least fifteen days before adopting a resolution of intention to incur long-term obligations, the Board hold a hearing, and at that hearing, the Board present an analysis of the need for the refinancing, the costs of which are to be paid with the refinancing, the need to use long-term financing and any other available options to accomplish the refinancing. THIS IS THAT PRESENTATION. Any member of the public is allowed to speak on the issue of incurring the long-term obligations for the refinancing.

II. The Refinancing

In 2012, Santa Cruz County, Arizona (the "County") issued its Pledged Revenue Obligation, Series 2012 (the "2012 Obligation"), evidencing the undivided proportionate interest of the owners thereof in payments to be made by the County pursuant to a First Purchase Agreement, dated as of January 1, 2012 (the "2012 Purchase Agreement"). The 2012 Obligation was issued for the purpose of paying for the costs to construct bridges and other access over certain impassable watercourses. The County has determined that due to the current historically low interest rate environment, it is projected that the 2012 Purchase Agreement associated with the 2012 Obligation can be refinanced at a lower interest rate allowing the County to achieve annual debt service savings thereby improving the County's financial position.

III. Long-Term Financing

Debt service payments for the refinancing will be secured only by a pledge of amounts of certain excise (sales) taxes which the County collects or which are apportioned to the County by the State. The refinancing will be in the estimated principal amount of not to exceed $5,250,000 and, with total estimated interest of $550,000, will have a total, estimated financing cost of $5,800,000.

IV. Analysis

Need for the Refinancing:

The contemplated refinancing achieves annual debt service savings compared to the 2012 Purchase Agreement associated with the 2012 Obligation.

Need to Use Long-Term Financing:

Given the size and amortization period of the contemplated refinancing, combined with the historically low interest rate environment, the County has determined it would be

economically favorable to seek long term financing to refinance the 2012 Purchase Agreement associated with the 2012 Obligation.

Other Available Options:

Securing the installment purchase agreement with a pledge of sales taxes is the least expensive, available option for the County. As such other options were eliminated.

V. Next Steps

At least fifteen days after the hearing, the Board will hold a public meeting to adopt findings and, following comments received at and after the hearing, by roll call vote, either:

1. Adopt and enter a resolution of intention to incur long-term obligations to accomplish the refinancing, stating the public need for the refinancing, the estimated cost and the amount of the long-term obligations to be incurred.

2. Reject the refinancing and abandon further proceedings.