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

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

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

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

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

- Dial (669)900-6833
- Enter the Meeting ID: 250 684 868

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 April 6, 2020, by 5:00PM for the April 7, 2020, Board meeting.

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

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

Dated this 2nd day of April, 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 4/3/2020

A G E N D A

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

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A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. ADOPTION OF AGENDA

C. CALL TO THE PUBLIC:

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

D. CURRENT EVENTS

1. Board of Supervisors
2. Manager

E. DEPARTMENT REPORTS AND ACTIVITIES

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

F. FLOOD CONTROL

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

G. ACTION ITEMS — ACTION TAKEN

1. Discussion/possible action to approve the appointment of Precinct Committee Person for the Santa Cruz County Democrat Party: Dalia Glad – Potrero 22 (Req: Mary Darling, Chairwoman, SCC Democrat Party)
2. Discussion/possible action to approve the contract between Santa Cruz County and Sonora Behavioral Health Hospital, LLC to commence March 1, 2020 and terminate on March 31, 2021 (Req: County Attorney) _____
3. Discussion/possible action to approve Resolution No. 2020-05 designating the Administrative Services Director the Chief Financial Officer and authorize to officially submit the annual expenditure limitation report to the Auditor General (Req: Administrative Services) _____
4. Discussion/possible action to approve the Intergovernmental Agreement with the Town of Patagonia to assist the town in in enforcing the provisions of their building codes (Req: County Manager) _____
5. Discussion/possible action to approve a Proclamation designating April 12th through April 18th, 2020 National Public Safety Tele-Communicators Week (Req: Sheriff) _____
6. Discussion/possible action to approve a letter to the Arizona Department of Gaming authorizing the Santa Cruz County Fair & Rodeo Association to conduct racing in Santa Cruz County for F/Y 2021, F/Y 2022, and F/Y 2023 (Req: Chairman Bracker) _____
7. Discussion/possible action: recommendation of approval of Application for Liquor License for Pony Express Company, Elgin (Req: Clerk) _____
8. Discussion/possible action to approve Bond for Duplicate Warrant # 2-091183 in the amount of $6,805.40 dated 2/18/2020, payable to Adair's Carroon Mortuary (Req: Clerk) _____
9. Tax Valuation Adjustment: 108-53-001D – James J & Nancy L Yourgules, Resolution No. 55862 (Req: Assessor) _____
10. Demands _____
11. Approval of Minutes: 10/02/2018, 10/11/2018, 10/16/2018 & 3/24/20 _____

H. ADJOURNMENT

Posted: 04/03/2020 at 9:00 a.m. by LT
Tara R. Hampton, Clerk of the Board

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

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Jesus J. Valdez, P.E.
General Manager

FLOOD CONTROL DISTRICT
AND
FLOODPLAIN ADMINISTRATION

SANTA CRUZ COUNTY

Project Report
By John Hays

March 5th, 2020, through April 7th, 2020

1. During the month of March 2020, the ALERT System reported precipitation within the County ranging from a low of 0.71 inches at the Palo Parado Bridge and the Santa Cruz River in Tubac to a high of 2.24 inches at the Calabasas Canyon site west of the City of Nogales.

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 is working to find out if the COVID-19 situation will delay reviews and approvals.

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. Staff is working to find out if the COVID-19 situation will delay reviews and approvals.

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

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

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

5. Staff received no (0) Site Review Applications.

6. District Staff received six (6) Floodplain Use Permit applications. Three (3) of the applications was located within the City of Nogales.

7. Staff has reviewed one hundred twenty-three (123) properties for floodplain status. Two (2) from the Town of Patagonia. Five (5) of the requests were from the City of Nogales.

8. Staff received two (2) drainage complaints. One within the Town of Patagonia.

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.

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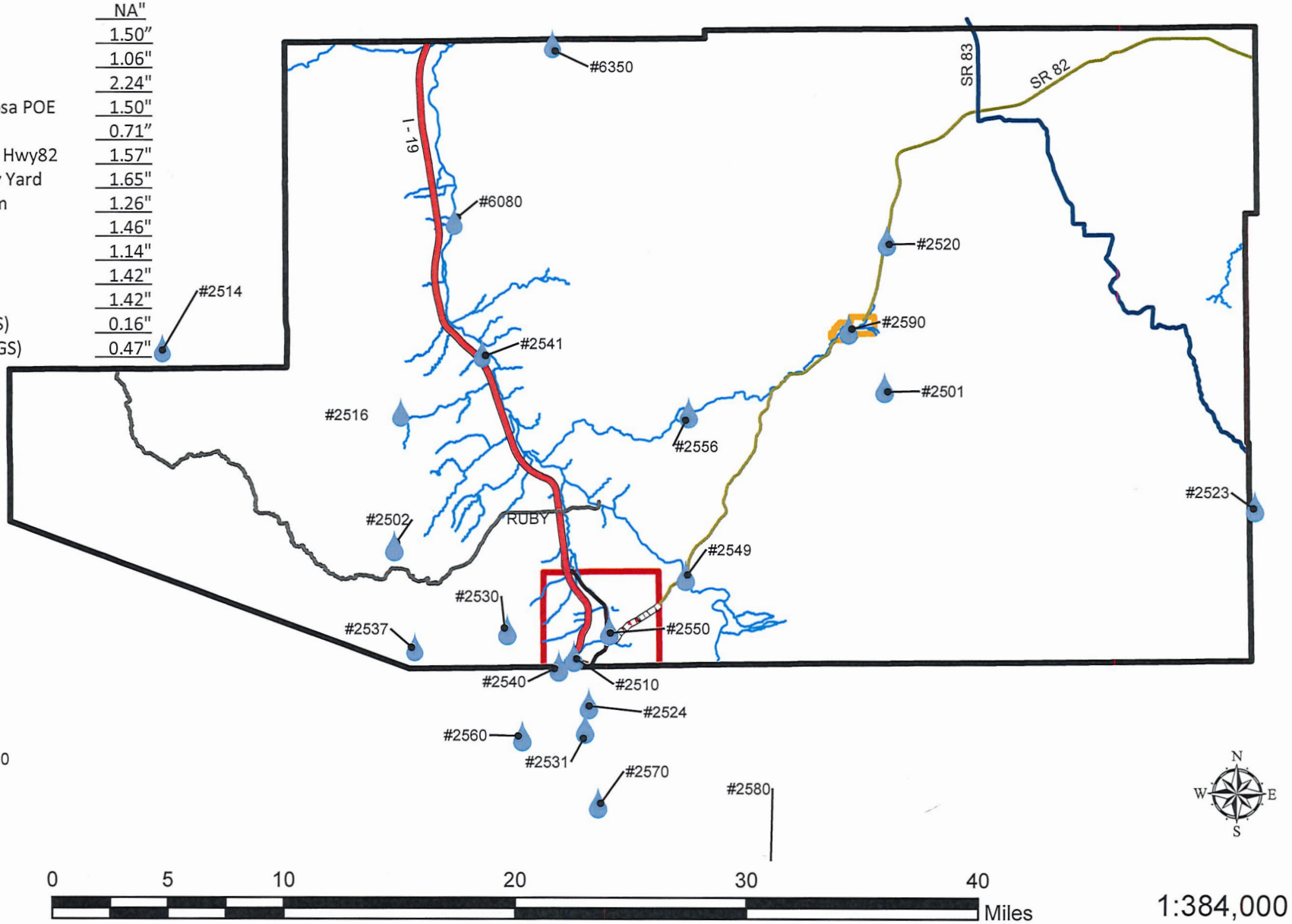
Santa Cruz County Flood Control District
ALERT System Gauges
Totals for March 2020

Gauge #	Precipitation Total
2501-Red Mtn	1.34"
2502-Pena Blanca Lake Dam	1.81
2510-Ephriam/I19	1.54"
2514-Aravaca Lake	0.87"
2516-Peck Canyon	1.06"
2520-Casa Blanca/SR 82	1.34"
2523-Parker Canyon Dam	0.94"
2524-Chiminea Wash	NA"
2530-Potrero Creek	1.50"
2531-CILA, Nogales	1.06"
2537-Calabasas	2.24"
2540-Los Canoas/Mariposa POE	1.50"
2541-Palo Parado Bridge	0.71"
2549-Santa Cruz River @ Hwy82	1.57"
2550-Nogales W./County Yard	1.65"
2556-Patagonia Lake Dam	1.26"
2560-CILA Nogales	1.46"
2570-Cobach College	1.14"
2580-Immuris	1.42"
2590-SR82 @ Patagonia	1.42"
6080-SCR @ Tubac (USGS)	0.16"
6350-Elephant Head (USGS)	0.47"



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

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Board of Supervisors
Santa Cruz County

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

March 25, 2020

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

RE: Precinct Committeeperson Appointment

Dear Mary,

Please be informed that in reviewing the submitted Precinct Committee Person (PCP) application for Precinct 22 (Potrero 22), it is confirmed that Dalia Glad is a registered Democrat and has a valid address listed at 26 Circulo Morales, Nogales, Arizona.

This one (1) appointment will fill one (1) of the (4) of the allotted seats for Potrero 22 leaving three (3) seats available.

Please be advised that this appointment will be on the April 7, 2020, Board of Supervisors regularly scheduled meeting.

Sincerely,

Jeannette Martinez
Asst. to Elections Director

Cc: Tara Hampton, Elections Director

Santa Cruz County Complex
* 2150 North Congress Drive * P.O. Box 1150 * Nogales, Arizona 85621*
* (520) 375-7812 * FAX (520) 761-7843 * TDD (520) 761-7816

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OFFICE OF THE SANTA CRUZ COUNTY ATTORNEY

GEORGE E. SILVA
County Attorney

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

MEMORANDUM

Date: March 23, 2020
To: Santa Cruz County Board of Supervisors
From: George E. Silva, Santa Cruz County Attorney

Subject: Consideration and possible action to approve the Provider Contract Title 36 Mental Health Services between Santa Cruz County and Sonora Behavioral Health Hospital, LLC., for the period of April 7, 2020 through March 31, 2021.

Recommendation: Approve acceptance of the Contract Title 36 Mental Health Services between Santa Cruz County and Sonora Behavioral Health Hospital, LLC.

Background: These services between the County and the Provider are to have qualified professionals perform evaluations of individuals to ascertain if a Title 36 Court Order is appropriate and they shall be provided in accordance with applicable law and the ethical standards.

Financial Implications: There are no financial implications for this contract for the reason that it is already part of the budget.

Proposed Motion: "Mr. Chairman, I move to approve the Provider Contract Title 36 Mental Health Services between Santa Cruz County and Sonora Behavioral Health Hospitals, LLC., for the period of March 1, 2020 – March 31, 2021.

PROVIDER CONTRACT TITLE 36 MENTAL HEALTH SERVICES

BETWEEN SANTA CRUZ COUNTY AND SONORA BEHAVIORAL HEALTH HOSPITAL, LLC

This agreement is between Sonora BEHAVIORAL HEALTH HOSPITAL, LLC, hereinafter called "Provider", and the COUNTY OF SANTA CRUZ, a political subdivision of the State of Arizona, hereinafter called "County".

RECITALS

A. Pursuant to A.R.S. §36-545.06, the County is obligated, in certain circumstances, to make available and pay for mental health screenings and evaluations for commitment of proposed patients who reside in Santa Cruz County and those who were found in Santa Cruz County prior to hospitalization.

B. County and Provider desire to act jointly and cooperatively in developing and implementing a unified, cohesive and well integrated system of mental health services in Santa Cruz County.

C. County has the authority to enter into this agreement with the Provider for the provision of mental health services pursuant to A.R.S. § 11-251, 36-545.04, 36-545.06 and 36-545.07.

D. Provider operates a level 1, inpatient psychiatric facility at 6050 N. Corona Rd., Tucson, Arizona 85704, staffed by professionals qualified to perform evaluations of individuals to determine whether a Title 36 Court Order is appropriate.

AGREEMENT NOW THEREFORE, in consideration of the mutual covenants and undertakings herein, Provider and County agree as follows:

ARTICLE 1
TERM

1.1 This Agreement shall become effective on March __, 2020 and terminate on March ___, 2021, unless further extended pursuant to the provisions of Article 7. All parties hereto acknowledge that this Agreement is subject to cancellation by the County, pursuant to the provisions of Section 38-511 of the Arizona Revised Statutes.

ARTICLE 2
SCOPE OF SERVICES

2.1 Provider will provide Title 36 evaluation services for, and on behalf of the County pursuant to, in accordance with and governed by Chapter 5, Title 36 of the Arizona Revised Statutes and any other current and future applicable statutes, rules and regulations.
It is understood that neither the County nor the Provider assumes any duty or

obligation to provide or pay for medical or mental health treatment, but only for evaluation services and any associated court testimony. For example, and not by way of limitation, neither party is responsible for the payment of hospital costs (i.e. non- evaluation costs, such as physical medical treatment) incurred by a patient before, during or after evaluation services have been provided for the patient. Further, subject to applicable law, the County is not responsible for the cost of any short or long-term mental health treatment provided by the Provider.

2.2 All mental health services provided under this Agreement shall be rendered in accordance with applicable law and community professional and ethical standards.

2.3 County shall retain financial responsibility for the costs of evaluation services, court appointed defense attorneys and actual court proceeding expenses for commitment actions brought under Title 36, Chapter 5, Article 4 and 5 of the Arizona Revised Statutes (A.R.S. §36-520 et seq and 36-533 et seq., respectively). Mental health services from the Provider shall not include independent evaluators.

2.4 Licenses: Provider certifies that it has procured and shall maintain all permits and licenses required in order to conduct business lawfully; and that it shall remain informed of and in compliance with all federal, state and local laws, ordinances and regulations that effect in any manner Provider's fulfillment of the contract.

ARTICLE 3
REIMBURSEMENT

3.1 The County agrees that it will reimburse the Provider for the costs associated with providing services to the County as follows:

In-patient services for evaluation, treatment, report writing and testimony, at the rate of One Thousand One Hundred USD ($1100) per day; plus one hundred eighty dollars ($180 USD) per psychiatric evaluation (maximum of two); said inpatient services shall be paid from the date of the filing of a Petition for Evaluation, up to and including the day before court ordered treatment, change to voluntary status or release from evaluation, or in any case where a patient is covered by AHCCCS, County will be responsible for the first three days for court ordered evaluation, with the remaining stay billable to the RBHA.

If patient requires one-on-one monitoring during the Court Ordered Evaluation then County will pay One Thousand Four Hundred USD ($1,400) per day up to the COT.

Invoices received by the County more than six (6) months following the date of service will not be paid pursuant to A.R.S. § 11-622.

3.2 Reimbursement for services shall be invoiced monthly to:

Chief Civil Deputy
Santa Cruz County Attorney's Office
2150 N. Congress Dr.
Ste. 201
Nogales, AZ 85621

AND

Invoices will be payable on a monthly basis to:

Sonora Behavioral Health Hospital, LLC
6050 North Corona Rd
Tucson, AZ 85704

3.3 No later than 150 days after the end of each fiscal year or June 30th of each year, Provider shall complete a certified independent financial audit.

3.4 The Provider agrees that the maximum amount payable under this contract for services and fixed costs will not exceed two hundred thousand dollars ($200,000) per contract year, which shall run from July 1 through June 30 for the purpose of this provision.

ARTICLE 4
INDEMNIFICATION AND INSURANCE

4.1 To the extent allowed by law, Provider shall defend, indemnify, and hold harmless Santa Cruz County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation)
(hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or sub Providers. This indemnity includes any claim or amount arising out of, or recovered under, the Workers'
Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Provider from and against any and all the claims. It is agreed that Provider will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Provider agrees to waive all rights of subrogation against Santa Cruz County, its
officers, officials, agents and employees for losses arising from the work performed by

the Provider for Santa Cruz County.

The amount and type of insurance requirements set forth herein will in no way be construed as limiting the scope of indemnity in the above paragraph.

4.2 Provider shall procure and maintain, until all of its obligations have been discharged under the Contract, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Provider, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Provider from liabilities that might arise out of the performance of the work under this contract by the Provider, its agents, representatives, employees or subcontractors, and Provider is free to purchase additional insurance.

A. Provider shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form
The Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

a. The policy shall include coverage for sexual abuse and molestation. This coverage may be sub-limited to no less than $500,000. The limits may be included within the General Liability limit, or provided by separate endorsement with its own limits, or provided as separate coverage included with the professional liability.

b. Provider must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse/Molestation coverage is included." Policies/certificates stating that "Sexual Abuse/Molestation coverage is not excluded" do not meet this requirement.

c. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "Santa Cruz County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the

Provider." Such additional insured shall be covered to the full limits of liability purchased by the Provider, even if those limits of liability are in excess of those required by this Contract.

d. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of "Santa Cruz County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Provider.

2. Worker's Compensation and Employers' Liability
- Workers' Compensation Statutory
- Employers' Liability
- Each Accident $1,000,000
- Disease – Each Employee $1,000,000
- Disease – Policy Limit $1,000,000

a. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of "Santa Cruz County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Provider.

3. Professional Liability (Errors and Omissions Liability)
- Each Claim $ 1,000,000
- Annual Aggregate $ 3,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Provider warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

b. The policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.

c. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Provider warrants that any retroactive coverage date shall be no later than the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. The policies shall include, or be endorsed (Blanket Endorsements are not acceptable) to include, the following provisions:

1. The Provider's policies shall stipulate that the insurance afforded the Provider shall be primary insurance and that any insurance carried by the County, and its agents, officials employees or the County shall be excess and not contributory insurance.

2. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Contract.

4.3 The Provider's breach of the above-mentioned indemnification and insurance provisions shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by Santa Cruz County.

The Provider agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, the Provider agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

4.4 Provider shall provide Certificates of Insurance to the County evidencing that Provider is in compliance with the insurance requirements before work commences under the Contract. Provider shall use commercially reasonable efforts to ensure that no policy shall expire, be cancelled or changed without thirty (30) days written prior notification of the County. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificates of Insurance. Prior to commencing services, the Certificates of Insurance shall identify this contract and shall be sent directly to Santa Cruz County, at the address listed in Section 5.1(b).

ARTICLE 5
NOTICES

5. Any written notices required by the Agreement shall be addressed as follows:

A. Notices to County shall be addressed and mailed as follows:

Chief Civil Deputy
Santa Cruz County Attorney's Office
2150 N. Congress Dr.
Ste. 201
Nogales, AZ 85621

B. Notices to Provider shall be addressed and mailed as follows:

Sonora Behavioral Health Hospital, LLC
6050 North Corona Road
Tucson, AZ 85704

ARTICLE 6
RECORD KEEPING AND AUDITS

6.1 Provider shall provide to County monthly utilization reports indicating individuals served and number and type of services provided by the twentieth (20th) day of each month.

6.2 Provider shall provide to County annual Certified Independent Audits of Provider and subcontracted agencies for cost based reconciliation purposes within one hundred fifty (150) days of Provider fiscal year end (June 30).

6.3 Provider agrees to maintain all records associated with this Agreement for a period of at least five (5) years. County and Provider agree to maintain and furnish each other such records and documents pertaining to the services provided pursuant to this Agreement, both medical and non-medical, as may be required by applicable Federal and State laws, rules and regulations. County and Department agree to facilitate the information and record exchanges necessary to Quality Management, Utilization Management or other programs required for their mutual benefit.

6.4 Provider shall allow County or County's designee reasonable access during regular business hours to specified health and medical records and any requested financial books, records or documents.

6.5 Provider will meet with County staff each quarter as necessary to review contract services to date; Provider will represent County as the Title 36 Provider at
Community Mental Health Coalition meetings wherein Title 36 services are an issue and will provide a summary at quarterly the monthly County meetings. If issues arise that need addressing during a quarter the parties agree to meet as necessary.

ARTICLE 7
EXTENSIONS, AMENDMENTS, AND TERMINATION

7.1 This document contains the entire Agreement of the parties and may not be changed orally. Any change, modification or extension of the Agreement must be in the form of a written amendment to this Agreement, signed by both parties hereto.

7.2 The parties may, by an amendment signed by both parties, extend this Agreement for additional two (2) year periods, not to exceed five (5) years. To be effective, an amendment extending the term of this Agreement must be executed by both parties at least sixty (60) days prior to the expiration of the current term. If not, this Agreement shall terminate on (Date) of the then current term.

7.3 Either party may terminate this Contract at any time, with ninety (90) days' notice in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail to the other party's official mailing address.

7.4 This contract is not assignable, the County reserves the right to terminate this Contract, without notice, in the event that the Agency sells, transfers or conveys ownership of the facility and/or if the Agency fails to perform its duties in accordance with this Contract.

ARTICLE 8
NON-DISCRIMINATION

8. Both County and Provider shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975; and the Federal Executive Order 112456, State Executive Order No. 7505; and A.R.S. § 41-1461 et seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities. Both County and Provider shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. Both county and Provider shall comply with title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in services pursuant to this Agreement on the basis of race, color or national origin. Both County and Provider shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering services pursuant to this Agreement and with the provisions of the Americans with Disabilities Act of 1990, as amended.

ARTICLE 9
RELATIONSHIP OF PARTIES

9. Provider is an independent contractor of the County. Provider represents that he has or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state or local law to perform such services. It is further agreed by Provider that Provider shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services called for herein. Neither Provider nor any employee of the Provider shall be deemed an officer, employee or agent of the County.

ARTICLE 10
MISCELLANEOUS

10.1 The parties agree that all of the conditions set forth herein are material to the Agreement and a breach of any condition is a breach of the Agreement.

10.2 Each Article of this Agreement stands alone. Any Article of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, without invalidating the remainder of the Agreement.

10.3 The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or

relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

10.4 Captions and headings are for index purposes only and shall not be used in construing this Agreement.

10.5 This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Santa Cruz County, Arizona.

10.6 If any provision of this Agreement shall conflict with any provisions of the exhibits hereto, the provisions of the exhibits or modifications shall prevail.

10.7 The Provider and the County have read this Agreement and agree to be bound by all of its terms; and further agree that it constitutes the entire Agreement between the two parties and may only be modified by a written mutual Agreement signed by both parties.

10.8 The Provider shall not assign any of its rights or obligations under this Agreement without the prior written consent of the County. Any attempt to assign shall be void.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement, inclusive of the attached Fee Addendum, as indicated below:

Sonora Behavioral Health Hospital, LLC

SIGNATURE Mike Tacke **DATE** 3/11/2020

Chief Executive Officer

SIGNED by the Santa Cruz County Board of Supervisors this ___ day of _____, 2020.

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

ATTEST:

Tara R. Hampton, Clerk of the Board

APPROVED AS TO FORM:

Kimberly Hunley, Chief Civil Deputy County Attorney

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RESOLUTION NO. 2020-05

RESOLUTION OF THE SANTA CRUZ COUNTY, ARIZONA, BOARD OF SUPERVISORS DESIGNATING THE ADMINISTRATIVE SERVICES DIRECTOR THE CHIEF FINANCIAL OFFICER AND AUTHORIZE TO OFFICIALLY SUBMIT THE ANNUAL EXPENDITURE LIMITATION REPORT TO THE AUDITOR GENERAL

WHEREAS, pursuant to A.R.S. § 41-1279.07, Counties are required to submit an annual expenditure limitation report (AELR), an accoutants' report on the AELR, and audited financial statements to the Auditor General; and

WHEREAS, pursuant to A.R.S. § 41-1279.07(E), Counties are required to provide the Auditor General the name of the Chief Financial Officer (CFO); and

WHEREAS, the Board is required to designate the Chief Financial Officer to officially submit the current year's annual expenditure limitation report (AELR); and

WHEREAS, the Board designates Mauricio A. Chavez, the Administrative Services Director, as the County's Chief Financial Officer to officially submit the FY16 report and years therafter; and

WHEREAS, Mauricio A. Chavez will remain the County's designated Chief Financial Officer unless or until the Board designates another person to occupy the post;

THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY, ARIZONA, BOARD OF SUPERVISORS THAT: Mauricio A. Chavez is designated as the County's Chief Financial Officer to officially submit the FY16 report and years thereafter. Moreover, Mauricio A. Chavez will remain the County's designated Chief Financial Officer unless or until the Board designates another person to occupy this post.

PASSED, ADOPTED AND APPROVED, by the Santa Cruz County, Arizona Board of Supervisors, on this 7th day of April, 2020.

ATTEST:

By _____
Tara R. Hampton, Clerk of the Board

APPROVED AS TO FORM:

By _____
George Silva, County Attorney

SANTA CRUZ COUNTY, ARIZONA
BOARD OF SUPERVISORS

By

_____
Bruce Bracker, Chairman

_____
Manuel Ruiz, Vice-Chairman

_____
Rudy Molera, Member

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CERTIFICATION

I hereby certify that the foregoing Resolution No. **2020-05** was duly passed and adopted by the Board of Supervisors of Santa Cruz County, Arizona, at a regular meeting held on the 7th day of April, 2020, and the vote was _____ ayes and _____ nays.

_____
Tara R. Hampton, Clerk of the Board

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INTERGOVERNMENTAL AGREEMENT

This Agreement made and entered into this **8th day of April, 2020**, by and between, the Town of Patagonia a Municipal Corporation, hereinafter referred to as the "Town", and Santa Cruz County, a political subdivision of the State of Arizona, hereinafter referred to as the "County".

RECITALS:

A. A.R.S. §11-951, et seq., allows public agencies to contract for the joint exercise of their powers for certain specified purposes.

B. Town has adopted by ordinance the codes and appendices listed in Exhibit B to Chapter 7, Building, of the Code of the Town of Patagonia, Arizona, Revised 2004, attached hereto and made part hereof, hereinafter referred to as the "Codes".

C. The Town lacks the personnel and expertise to review and enforce the provisions of the Codes and desires County to assist Town in reviewing and enforcing the provisions of the Codes under the terms and conditions hereinafter set forth.

D. County is willing to assist Town in reviewing and enforcing the provisions of the Codes under the terms and conditions hereinafter set forth in order to promote the safety health and general welfare for the residents of Santa Cruz County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Town and County agrees as follows:

1. The term of this Agreement shall be for a twelve (12) month period commencing **April 2, 2020** and terminating **April 1, 2021.** This Agreement, and all the terms therefore, shall automatically extend for no more than three additional one (1) year terms unless either party provides the other party written notice of non-renewal at least ninety (90) days prior to the annual expiration of the original term set forth above, or any one (1) year extension thereafter. Either party may terminate this Agreement prior to expiration of the term set forth above or any one (1) year extension thereafter, by giving the other party 90 days written notice of its intention to terminate this Agreement.

2. The purpose of this Agreement is to enable the County to help and assist the Town in enforcing the provisions of the Codes adopted by Town pursuant to Ordinance as the County has the necessary staff, personnel, an expertise to review and enforce the provisions of the Codes in a more efficient and economical manner than Town.

3. The Town will:

   A. Adopt updates to the Town's Codes as frequently as necessary to ensure that said Codes reflect as closely as possible those Codes adopted, administered and enforced by the County.

   B. Receive all applications for building permits using Building Permit Applications, which have been approved by the County Department of Community Development.

   C. Collect all building permit fees as provided for in Town Ordinances of Codes.

   D. Contact County Building Inspector upon receipt of Building Applications.

   E. The Town will be responsible for checking, verifying, approving and enforcing all set-back, height and density regulations provided for in the Town Code.

4. The County will:

   A. Review Building Permit Applications and review submitted building plans for Building Permits administered by the Town to assure compliance with the Codes, subject to the provisions of Sections 5 and 6 of this agreement.

   B. Perform all inspection services to assure compliance with the Codes by the applicant, subject to the provisions of Section 5 and 6 of this agreement.

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5. The Town agrees to pay the County the sum of $54.00 for each plan review and $54.00 for each inspection for average structures, provided by the County for the Town's administration of the Codes as set forth in this agreement. Complex structures that may require extensive plan review are to be billed in accordance with Santa Cruz County Ordinance No. 2009-06 Section 10 to wit: Fees for plan review. Said plan review fee shall be 36 percent for single family residential construction and 50 percent for commercial construction of the building permit fee. The County shall make the determination if a structure shall be billed as an average structure or a complex structure. For purposes of this section, the "building permit fee" shall be that charged by the Town at permit issuance.

6. The County reserves the right to decline plan review and/or inspection service if the County determines that the complexity of the structure is beyond the County employee's expertise or if the demand for said services exceeds the number of qualified personnel available to perform the services in a timely, thorough and responsible manner.

7. In the event that it becomes necessary to take legal or other appropriate enforcement action to enforce the provisions of the Codes, it shall be the Town's responsibility to do so. The County agrees to cooperate with and assist the Town in such enforcement actions including providing technical assistance or inspector's cooperation as is necessary.

8. Each party shall be responsible for the acts of its own employees, agents and representatives and shall indemnify and hold the other party harmless therefrom.

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

10. Conflict of Interest: This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement on the **8th day of March, 2020**

ATTEST:

Ron Robinson, Town Manager

TOWN OF PATAGONIA

Andrea Wood, Mayor

APPROVED as to form and within the power and authority granted under the laws of the State of Arizona:

Bobby Yu, Town Attorney

ATTEST:

Tara R. Hampton, Clerk of the Board

SANTA CRUZ COUNTY, ARIZONA
BOARD OF SUPERVISORS

Bruce Bracker, Chairman

APPROVED as to form and within the power and authority granted under the laws of the State of Arizona:

Manuel Ruiz, Vice-Chairman

George Silva, County Attorney

Rudy Molera, Member

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EXHIBIT B

Chapter 7

CHAPTER 7 BUILDING

Amended 2/27/13

Article 7-1 BUILDING, MANUFACTURED HOUSES, MOBILE HOMES AND RECREATIONAL VEHICLES*

7-1-1 Building Inspector – Office Establishment
7-1-2 Application for Permit
7-1-3 Issuance of Permit
7-1-4 Fees
7-1-5 Expiration of Permit
7-1-6 Regulations
7-1-7 Manufactured Houses, Mobile Homes and Recreational Vehicles Special Provisions
7-1-8 Penalties
7-1-9 Variances
7-1-10 Enforcement

Sec 7-1-1 Building Inspector – Office Established

A. The office of the building inspector is hereby established, and the duties of the building inspector shall be as provided in this article.

B. The town has entered into an intergovernmental agreement with Santa Cruz County for assistance in enforcement of the building code through the use of the county's building inspectors whose expertise of review and enforcement of the provisions of the building codes are not found within the employees of the town. The county inspector will review and approve all plans submitted for buildings as set forth in Section 7-1-2, subsection A of this article.

C. The responsibilities to review and inspect the setbacks and flood regulations as set forth in this code for all buildings, manufactured houses, mobile homes and recreational vehicles is designated to the town clerk/treasurer or any other person the council may choose to appoint.

Sec. 7-1-2 Application For Permit

A. Before commencing the erection, construction, removal, alteration or repairs (restoration of plastering or painting excepted) of any building in the town, the owner, architect or builder shall submit to the town clerk/treasurer plans and specifications of the proposed construction or alteration and shall file an application for permit to do the proposed work. Such application shall give (1) the location of the proposed building or alteration, describing the same by lot and block or other accurate description; (2) the general dimensions, number and height of stories; (3) the names of owner, architect and builder; (4) the estimate of cost; (5) the purpose for which the building is designed; (6) the distances from property lines to the outside of the proposed building or alteration; (7) the general dimensions of existing structures on the property and (8) the distance(s) from the proposed building or alteration to poles carrying high voltage overhead power lines. Upon receipt of the permit application, the town clerk/treasurer will contact the Santa Cruz County building inspector for review. In addition, the town clerk/treasurer may require that the lot or parcel be surveyed and/or that the lot or parcel's property lines be pinned by a registered surveyor.

B. Before the installation of any manufactured house or mobile home in the town, an installation permit from the state of Arizona Office of Manufactured Housing must be obtained. In addition, a land use permit application must be submitted to the town clerk/treasurer prior to installation of a manufactured house or mobile home, or a recreational vehicle that will be used for residential purposes. Such application shall give (1) the location of the proposed placement of manufactured house, mobile home or recreational vehicle, describing the same by lot and block or other accurate description; (2) the dimensions of the manufactured house, mobile home or recreational vehicle; (3) name of the owner of lot and manufactured house, mobile home or recreational vehicle; (4) who will be responsible for installation; (5) cost of manufactured house or mobile home and (6) purpose of the manufactured house, mobile home or recreational vehicle.

C. It is unlawful for any person to establish, operate or maintain, or permit to be established, operated or maintained, upon any property owned or controlled by him/her, a manufactured house or mobile home park or subdivision, or recreational vehicle park or subdivision, within the limits of the town, without first having secured a building permit from the town clerk/treasurer granted in compliance with the terms of this article. The town clerk/treasurer shall not issue a building permit for any construction associated with a manufactured house or mobile home park or subdivision, or recreational vehicle park or subdivision, until the town council has approved a final plat for such, if such plat is required in accordance with chapter 15 of this code, or site plan for such pursuant to article 14-2.

Sec. 7-1-3 Issuance Of Permit

A. Upon receipt of a completed application as required in Section 7-1-2 of this article, and, if applicable, upon approval of plans by the Santa Cruz County building inspector or town building inspector, the town clerk/treasurer shall issue a permit to make such construction, alteration or installation upon the payment of fees as specified in Section 7-1-4 of this article, provided that the clerk/treasurer concludes that such use is lawful. It is unlawful to construct, alter, demolish or install any building, manufactured house, mobile home or recreational vehicle, as specified in this article, without having first obtained such permit.

B. After a permit has been granted for any building, manufactured house, mobile home or recreational vehicle, the plans shall not be altered without giving notice of such alteration and the character thereof to the town clerk/treasurer who, upon approval of the Santa Cruz County building inspector or town building inspector, shall give approval of revised permit provided that such use is lawful.

Sec. 7-1-4 Fees

A. Before the erection, construction, removal, alteration or repair of any building or improvement as herein provided, or installation of manufactured house, mobile home or recreational vehicle, the owner, architect or builder shall pay to the town for buildings, additions, alterations, removals or repairs the following fees:

TABLE NO. 3 – A BUILDING PERMIT FEES [1]

TOTAL VALUATION	FEE
$1 to $2,000	Minimum fee of $80
$2,001 to $25,000	$80 for the first $2,000 plus $17 per additional $1,000 or fraction thereof, to and including $25,000
$25,001 to $100,000	$471 for the first $25,000 plus $12 per additional $1,000 or fraction thereof, to and including $100,000
$100,001 and up	$1,371 for the first $100,000 plus $8 per additional $1,000 or fraction thereof.

The fees and charges to be paid for manufactured or mobile homes or house trailers will be a $45.00 placement inspection fee.

Plan review fees shall be assessed at the rate of sixty five percent (65%) of the building permit fee shown in Table No. 3-A. The plan review fees are separate from and in addition to the building permit fees shown in Table No. 3-A.*

An inspection fee for any gas or electrical permit shall be assessed at $69.00 per application, of which $54.00 will be paid to Santa Cruz County for building inspector services and $15.00 to the town. If re-inspection is necessary for approval of work in place, re-inspection fees shall be assessed at $69.00 per inspection to offset the fees charged to the town for such re-inspections. Inspection fees for up to two construction inspections per phase by the Santa Cruz County building inspector are included in the building permit fees shown in Table No. 3-A. Should any phase of a project require more than two inspections for approval of work in place, re-inspection fees shall be assessed at $69.00 per inspection to offset the fees charged to the town for such re-inspections*.

B. Building valuation for the erection of any buildings, additions, alterations, removals or repairs or improvements as herein provided shall be based upon the Santa Cruz County Building Department 2012 Valuation Data Table attached hereto as Exhibit A and made part of this Chapter as if fully set forth herein.

C. If an owner, architect or builder commences the erection, construction, removal, alteration, addition or repair of any building, or installation of any manufactured house, mobile home or recreational vehicle, as specified in this article, without first having obtained a permit from the town clerk/treasurer for said work, s/he shall be required to take out a permit for such work and shall pay for the same double the fees specified in subsection A of this section before proceeding with such work.

D. The town clerk/treasurer shall issue receipts for all fees taken out for permits and shall keep, in proper books for that purpose, an accurate account of all such fees so paid, giving the name of the party, date and amount of such fees. Such book shall be kept open for public inspection and the town clerk/treasurer on the first day of each month render a report to the council of the number of permits issued, with the amounts collected during the month preceding.

Sec. 7-1-5 Expiration of Permit

Every permit issued by the town under the provisions of this article shall expire by limitation and become null and void, if the building, installation or work authorized by such permit is not commenced within one year from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one year. Before such work can be recommenced, a new permit shall be first obtained, and the fee therefore shall be one-half (½) the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided, further, that such suspension or abandonment has not exceeded one year.

Sec. 7-1-6 Regulations

A. All buildings constructed on any lot shall have a setback not less than five feet from the sides and rear and fifteen feet from the main street fronting the lot. No alley shall be considered a street for the purpose of this section. If construction activities on any proposed building will result in a violation of A.R.S. § 40-360.41, the setback requirements of this subsection shall be increased to provide the required amount of clearance from the high voltage overhead electric line. If proposed construction activities on any existing building will result in a violation of A.R.S. § 40-360.42, the application for a building permit will be denied.

B. Individual manufactured houses and mobile homes may only be located on a lot or property within the town if the lot or property and the manufactured house or mobile home is owned by the person requesting the permit.

C. Manufactured houses and mobile homes shall be subject to the same setback requirements as a building, as set forth in subsection A of this section.

D. Except as otherwise may be approved by the town council through a use permit, there shall be no more than two (2) habitable buildings that require a certificate of occupancy per parcel. These buildings, together with all accessory structures, cannot occupy more than fifty percent (50%) of the total parcel area.

E. Except in an approved manufactured or mobile home park, there shall be no more than one (1) manufactured house or mobile home per privately owned parcel, and no more than one other habitable building. These buildings, together with all accessory structures, cannot occupy more than fifty percent (50%) of the lot area.

F. No building or structure can exceed twenty-five (25) feet in overall height.

G. All walls above four feet require a building permit. Except as otherwise may be approved by the town council through a use permit, no building permit shall be issued for a perimeter wall extending higher than five feet above grade.

H. As used in this section, a "parcel" is any legally described separate unit of land, whether the description is by meets and bounds, a lot or block defined by plat, a split or combination of lots described by plat, or based on sections or portion(s) of sections.

Sec. 7-1-7 Manufactured Houses, Mobile Homes And Recreational Vehicles Special Provisions

A. Definitions

In this section unless the context otherwise requires:

1. "Manufactured house" means a structure, transportable in one or more sections, which in the traveling mode is 8 body feet or more in width or 40 body feet or more in length, or which when erected on site is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained in the structure. the term includes all structures that meet the above requirements, except the size requirements and with respect to which the manufacturer voluntarily files a certification, and complies with the Department of Housing and Urban Development (HUD), manufactured home construction and safety standards (MHCSS) set forth in HUD 24 CFR part 3280. A manufactured house must be HUD approved and eligible for a thirty (30) year mortgage.

2. "Manufactured or mobile home park" means any lot, tract or parcel of land which is offered for use in whole or in part, with or without charge, for the parking of occupied manufactured houses or mobile homes and used solely for living or sleeping purposes.

3. "Manufactured or mobile home subdivision" means any lot, tract or parcel of land which is designed and intended for residential use where residence is in manufactured or mobile homes exclusively, intended for separate lot ownership.

4. "Mobile home" means a structure built prior to June 15, 1976, on a permanent chassis, capable of being transported in one or more sections and designed to be used with or without a permanent foundation as a dwelling when connected to on-site utilities, except manufactured homes, recreational vehicles and factory-built buildings.

5. "Recreational vehicle" means a vehicular type unit which is:

   (a) a portable camping trailer mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold for camping.

   (b) a motor home designed to provide temporary living quarters for recreational, camping or travel use and built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab or van that is an integral part of the completed vehicle.

   (c) a park model home which is built on a single chassis, mounted on wheels and designed to be connected to utilities necessary for operation of installed fixtures and appliances and has a gross trailer area of not less than three hundred twenty square feet and not more than four hundred square feet when it is set up, except that it does not include fifth wheel trailers.

   (d) a travel trailer mounted on wheels, designed to provide temporary living quarters for recreational, camping or travel use, of a size or weight that may or may not require special highway movement permits when towed by a motorized vehicle and has a trailer area of less than three hundred twenty square feet. this subdivision includes fifth wheel trailers. if a unit requires a size or weight permit, it shall be manufactured to the standards for park trailers in a 119.5 of the American national standards institute code.

   (e) a portable truck camper constructed to provide temporary living quarters for recreational, travel or camping use and consisting of a roof, floor and sides designed to be loaded onto and unloaded from the bed of a pickup truck.

6. "Recreational vehicle park" means any lot, tract or parcel of land which is offered for use in whole or part, with or without charge, for the parking of recreational vehicles for temporary residential purposes and used solely for living or sleeping purposes.

7. "Recreation vehicles (overnight)" means a recreation vehicle which is not designed for or to be used for permanent residential use in a travel trailer/recreation vehicle park or at other approved locations.

B. <u>Location Outside of Parks or Subdivisions</u>

1. No mobile home shall be installed or occupied for residential use without appropriate securing mechanisms installed according to the manufacturer's specifications and the State of Arizona Office of Manufactured Housing specifications. A skirt with adequate ventilation shall be required around the perimeter of the mobile home to screen its wheels and undercarriage.

2. Recreational vehicles parked outside of an approved RV park, or a manufactured house or mobile home park that includes RV spaces, may not be used for residential purposes.

3. No more than one (1) recreation vehicle may be stored on a residential lot in the rear or side yards only. The vehicle shall not extend beyond the front façade of the residence. Minimum side or rear yard setbacks shall be maintained.

4. Emergency or temporary stopping or parking of a manufactured house, mobile home or recreational vehicle is permitted on any street, alley or highway for not longer than twenty-four (24) hours subject to any other and further prohibitions, regulations or limitations imposed by the traffic and parking regulations or ordinances for that street, alley or highway.

C. Regulations for Manufactured or Mobile Home or Recreational Subdivisions or Parks

1. Height Regulations. For manufactured or mobile homes, no unit shall exceed fifteen (15) feet in height unless elevation of the unit is required to comply with floodplain regulations.

2. Front Yard. For manufactured or mobile home subdivisions or parks, no unit shall be located closer than fifteen (15) feet to a drive or parking court.

3. Side Yard. For manufactured or mobile home subdivisions or parks, no unit shall be located closer than five (5) feet from lot line.

4. Rear Yard. For manufactured or mobile home subdivisions or parks, no unit shall be located closer than ten (10) feet from rear lot line.

5. All interior drives shall be improved to a minimum of twenty-four (24) feet.

6. No more than one recreation vehicle shall be permitted to be stored on a lot or space in the rear or side yards only. The vehicle shall not extend beyond the front façade of the residence. Minimum side or rear yard setbacks shall be maintained and shall not exceed the forth/fifty percent allowed for usage

7. No manufactured or mobile home shall be located closer than ten (10) feet to another or closer than twenty-five (25) feet to a building, storage or service area.

Sec. 7-1-8 Penalties

Any person, firm or corporation who violates, neglects or refuses to comply with any of the provisions of this article shall, in addition to the penalties provided in this article, be deemed guilty of a misdemeanor, and on conviction thereof shall be fined not less than ten dollars ($10) nor more than one hundred dollars ($100), or be imprisoned in the town jail, or be both so fined and imprisoned.

Sec. 7-1-9 Variances

Variances may be granted upon request to the mayor and council. Variances shall only be issued upon:

A. A showing of good and sufficient cause;

B. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

C. A determination that the granting of a variance will not result in threats to public safety, extraordinary public expense, create nuisances, cause fraud or victimization of the public or conflicts with federal, state or local laws or regulations.

Sec. 7-1-10 Enforcement

It shall be the duty of the building inspectors and town clerk/treasurer with the cooperation of the town marshal or fire chief if necessary to enforce the provisions of this Chapter. For the purposes of securing enforcement, any of the above named officials or their authorized representatives, shall have the right and are hereby empowered to enter upon any premises on which any building, manufactured house, mobile home or recreational vehicle are located, or are about to be located and inspect the same.

Article 7-2 BUILDING CODE

The Town shall adopt updates to the Town's Building Codes as frequently as necessary to ensure that said Codes reflect as closely as possible those Codes adopted, administered and enforced by the County. The current code adopted by the Town is set forth in Exhibit B and is hereby adopted as the Uniform Building Code of the Town of Patagonia and made a part of this chapter the same as though said code was specifically set forth in full herein; and at least three (3) copes of said code are filed with the Santa Cruz County Supervisors for public use and inspection.

Article 7-3 PLUMBING CODE

The Town shall adopt updates to the Town's Plumbing Codes as frequently as necessary to ensure that said Codes reflect as closely as possible those Codes adopted, administered and enforced by the County. The current code adopted by the Town is set forth in Exhibit B and is hereby adopted as the Uniform Plumbing Code of the Town of Patagonia and made a part of this chapter the same as though said code was specifically set forth in full herein; and at least three (3) copes of said code are filed with the Santa Cruz County Supervisors for public use and inspection.

Article 7-4 ELECTRICAL CODE

The Town shall adopt updates to the Town's Electrical Codes as frequently as necessary to ensure that said Codes reflect as closely as possible those Codes adopted, administered and enforced by the County. The current code adopted by the Town is set forth in Exhibit B and is hereby adopted as the Electrical Code of the Town of Patagonia and made a part of this chapter the same as though said code was specifically set forth in full herein; and at least three (3) copes of said code are filed with the Santa Cruz County Supervisors for public use and inspection.

Article 7-5 MECHANICAL CODE

The Town shall adopt updates to the Town's Mechanical Codes as frequently as necessary to ensure that said Codes reflect as closely as possible those Codes adopted, administered and enforced by the County. The current code adopted by the Town is set forth in Exhibit B and is hereby adopted as the Uniform Mechanical Code of the Town of Patagonia and made a part of this chapter the same as though said code was specifically set forth in full herein; and at least three (3) copes of said code are filed with the Santa Cruz County Supervisors for public use and inspection.

Article 7-6 FIRE CODE*

A. Pursuant to the provisions of A.R.S. §9-240 B., 7, (d), the 2006 Edition of the International Fire Code (2006 I.F.C.) is adopted by reference. It shall be the fire code of the Town.

B. The amendments to the International Fire Code (2006 I.F.C.), 2006 Edition, are adopted in the following respects:

Chapter 1 Administration

Section 101 General

101.1 Title. These regulations shall be known as the fire code of the Town of Patagonia, hereinafter referred to as "the Code".

Section 2206 Flammable and Combustible Liquid Motor Fuel-Dispensing Facilities

2206.2.2 Above-Ground Tanks Located Inside Buildings.

Above-ground tanks, located outside of building and used for the storage of class I, II and IIIA liquid motor fuels, are prohibited.

Exception: Installation of a tank with 2000 gallons (7,570.81) or less aggregate quantity may be approved by a special permit issued by the Town Council.

Article 7-7 STREET EXCAVATIONS

A. It is unlawful for any person, firm, corporation, owner, builder, contractor, subcontractor, utility, foreman or plumber to install or place, or cause to be installed or placed, on any public street, alley or thoroughfare in the town, any water pipes or installations for water, gas or any service whatsoever without first obtaining written permission from the town engineer or any other authorized agent of the town. All such water pipes or installations shall be placed at a depth of not less than thirty-six (36) inches from the surface of the street, alley or thoroughfare.

B. It is unlawful for any person, firm, corporation, owner, builder, contractor, subcontractor, foreman or plumber to make or dig, or cause to be made or dug, any hole, drain, trench, ditch or excavation in any public street, alley, sidewalk or thoroughfare in the town without having first obtained written permission from the town engineer or any other authorized agent of the town, and without having first deposited with the town clerk/treasurer an amount equal to one dollar ($1) for each square foot of hole, trench or excavation if made in an unpaved street, alley or thoroughfare, and two dollars ($2) for each square foot of hole, trench or excavation if made in a paved street, alley or thoroughfare or in or through a sidewalk.

C. Excavations, holes and trenches in unpaved streets and thoroughfares shall be filled and repaired in such manner as not to sag or leave a rut. Any excavation or opening through a pavement or sidewalk shall be made and repaired by the street department at cost and upon request of and at the expense of the party making such deposit. Such sum deposited shall remain on deposit until such excavation or trench is filled and repaired and shall be used by the street department to fill excavations in unpaved streets when

the person causing or making same fails or refuses so to do when directed in writing by the town engineer or any other authorized agent of the town and for repairing excavations in pavements or sidewalks. The balance of such deposit shall be returned to the person making the deposit, if any balance remains after such excavation or trench is fully repaired. If work exceeds the deposit, the person will be billed accordingly.

Article 7-8 LOT NUMBERING

A. The houses, building and lots of the Town of Patagonia shall be numbered in the following manner:

1. All numbers on streets running northeast and southwest shall commence at First Avenue and increase in a southwesterly and northeasterly direction. All numbers on the south and east sides of the street shall be odd, and all numbers on the north and west sides shall be even.

2. All numbers on the streets running northwest and southeast shall commence at the Southern Pacific Railroad main line and increase in a northwesterly and southeasterly direction. All numbers on the south and west sides of the street shall be odd, and all numbers on the north and east sides shall be even.

B. The buildings of each block, from the points of beginning of the numbering, shall be designated and numbered as follows: the first block shall commence with number 100; the second block, number 200; the third block, number 300; and so on in like manner son that the numbers in each block shall all be in the same series of number.

C. There shall be one hundred (100) numbers allotted to each block, and every twenty-five (25) foot frontage or fraction thereof shall be allotted one number to be placed on the front door of any building lying within said frontage, in their consecutive order, observing the above rules for odd and even numbers. The numbers in the next block shall begin with the next successive hundred, notwithstanding the fact that some numbers in the previous hundred shall not have been used, and so on as far as the streets shall run. If within any twenty-five (25) frontage there shall be no building or door, the number belonging to said frontage shall be held in abeyance until such frontage shall be occupied. If there shall be more than one front door within any twenty-five (25) foot frontage, fractional numbers shall be used to designate such extra doors, if leading upstairs; and the letters "A", "B", "C", "D", etc., shall be used to designate such extra doors if leading to ground-level rooms.

D. First Avenue shall be designated as a "base street" and numbers shall increase both ways therefrom, the numbers to the northeast shall be designated "east", and the numbers to the southwest shall be designated "west".

E. The Southern Pacific Railroad main line shall be designated as a "base line" and numbers shall increase both ways therefrom, on through streets the numbers to the southeast shall be designated "south" and the numbers to the northwest shall be designated "north".

F. The town engineer shall keep an up-to-date map of the town on file in his/her office showing all numbers thereon as specified herein and shall designate numbers for any building or premise at the request of the owner, or occupants thereof, in the event there is question as to the proper number to be assigned to assigned to said building or premise under the provisions of this article.

Chapter 7 Exhibit A
Following page (unnumbered)

The current editions of the following codes and appendices, enacted and published by the International Conference of Building Officials (ICBO), and the National Fire Protection Association (NFPA), three copies now on file with the Santa Cruz County Board of Supervisors, are hereby adopted as the Town of Patagonia Building Safety Code*:

- International Building Code 2006 Edition
- International Building Code Standards 2006 Edition
- International Residential Code 2006
- International Mechanical Code 2006 Edition
- International Plumbing Code 2006 Edition
- International Fire Code 2006 Edition
- International Fuel and Gas Code 2006 Edition
- National Electric Code 2005 Edition
- Uniform Building Code 1997 Edition Appendix Chapter 33
- Uniform Code for the Abatement of Dangerous Building 1997 Edition
- International Code Council Electrical Code 2006 Administrative Provisions

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OFFICE OF THE SHERIFF
OF SANTA CRUZ COUNTY

TONY ESTRADA
SHERIFF

RUBEN F. FUENTES
CAPTAIN

Proclamation
National Public Safety Tele-communicators Week
April 12th – 18th, 2020

WHEREAS, thousands of dedicated public safety dispatchers, call takers, tele-communicator and tele-communications support personnel throughout the State of Arizona provide dramatic life-saving services by talking distressed callers through and calming hysterical crime victims and they make difficult decisions using limited information to save lives or reduce property damage on a daily basis; and

WHEREAS, the critical functions performed by these public safety dispatchers, call takers, tele-communicators and tele-communication support personnel, both sworn and civilian, play a significant role in the daily lives of approximately two million Arizonans; and

WHEREAS, the Arizona Department of Administration, in cooperation with the Arizona Chapter of National Emergency Number Association, has set aside the week of April 12th through 18th, 2020 to recognize the efforts of these dedicated people;

NOW, THEREFORE, the Board of Supervisors of Santa Cruz County, call upon all citizens of Santa Cruz County and upon all patriotic, civic, and educational organizations to observe the week of April 12th through 18th, 2020, as **National Public Safety Tele-Communicators Week** commemorating public safety tele-communicators, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their community.

IN WITNESS THEREOF, we have hereunto set our hand and caused the Seal of Santa Cruz County to be affixed this 7th day of April, 2020.

_____
Bruce Bracker, Chairman

_____
Manuel Ruiz, Vice-Chairman

_____
Rudy Molera, Member

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Board of Supervisors
Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

April 7, 2020

Mr. Rudy Casillas, Director
Arizona Department of Gaming/Racing Division
1110 W. Washington, Suite #405
Phoenix, AZ 85007

Dear Director Casillas:

Santa Cruz County fully supports the Santa Cruz County Fair and Rodeo Association in their efforts to continue horse racing at their track in Sonoita, Santa Cruz County, Arizona. It is a long standing tradition in our county. We are very proud of this event and consider it a form of economic development which benefits many of our local businesses and county residents.

We are fully supportive of their efforts to continue this endeavor for F/Y 2021, F/Y 2022 and F/Y 2023. If you have any questions regarding this matter, please feel free to contact us at (520) 375-7812.

Sincerely,

Bruce Bracker	Manuel Ruiz	Rudy Molera
Chairman	Vice-Chairman	Supervisor

Santa Cruz County Complex
2150 N. Congress Drive • P.O. Box 1150 • Nogales, Arizona 85621
(520) 375-7812 • FAX (520) 761-7843 • TDD (520) 375-7934

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State of Arizona
Department of Liquor Licenses and Control

Created 03/11/2020 @ 12:16:53 PM

Local Governing Body Report

LICENSE

Number:		Type:	004 WHOLESALER
Name:	PONY EXPRESS COMPANY		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	15 IRON HORSE RANCH ROAD ELGIN, AZ 85611 USA		
Mailing Address:	15 IRON HORSE RANCH ROAD ELGIN, AZ 85611 USA		
Phone:	(520)367-7717		
Alt. Phone:	(925)577-4967		
Email:	CPJ3@AOL.COM		

AGENT

Name:	CHRISTOPHER PETERSON JOHNSON
Gender:	Male
Correspondence Address:	15 IRON HORSE RANCH ROAD ELGIN, AZ 85611 USA
Phone:	(925)577-4967
Alt. Phone:	
Email:	CPJ3@AOL.COM

OWNER

Name:	SUNSET RIDE LLC		
Contact Name:	CHRISTOPHER JOHNSON		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23034491	State of Incorporation:	AZ
Incorporation Date:	11/04/2019		
Correspondence Address:	15 IRON HORSE RANCH ROAD ELGIN, AZ 85611 USA		
Phone:	(925)577-4967		
Alt. Phone:			
Email:	CPJ3@AOL.COM		

Officers / Stockholders

Name:	Title:	% Interest:

CHRISTOPHER PETERSON JOHNSON	Manager-LLC, Stockholder	50.00
LORI JEAN JOHNSON	Manager-LLC, Stockholder	50.00

SUNSET RIDE LLC - Manager-LLC, Stockholder

Name: CHRISTOPHER PETERSON JOHNSON
Gender: Male
Correspondence Address: 15 IRON HORSE RANCH ROAD
ELGIN, AZ 85611
USA
Phone: (925)577-4967
Alt. Phone:
Email: CPJ3@AOL.COM

SUNSET RIDE LLC - Manager-LLC, Stockholder

Name: LORI JEAN JOHNSON
Gender: Female
Correspondence Address: 15 IRON HORSE RANCH ROAD
ELGIN, AZ 85611
USA
Phone: (925)319-8583
Alt. Phone:
Email: LORIJ3635@AOL.COM

MANAGERS

Name: CHRISTOPHER PETERSON JOHNSON
Gender: Male
Correspondence Address: 15 IRON HORSE RANCH ROAD
ELGIN, AZ 85611
USA
Phone: (925)577-4967
Alt. Phone:
Email: CPJ3@AOL.COM

****

Name: LORI JEAN JOHNSON
Gender: Female
Correspondence Address: 15 IRON HORSE RANCH ROAD
ELGIN, AZ 85611
USA
Phone: (925)319-8583
Alt. Phone:
Email: LORIJ3635@AOL.COM

APPLICATION INFORMATION

Application Number: 91566
Application Type: New Application

Created Date: 03/11/2020

Selena Gonzales CA.

QUESTIONS & ANSWERS

004 Wholesaler

1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
   No
2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a $22. processing fee per card.
   Yes
3) Are you a tenant? (A person who holds the lease of a property; a lessee)
   No
4) Is there a penalty if lease is not fulfilled?
   No
5) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
   No
6) Are you the owner?
   Yes
7) Are you a purchaser?
   No
8) Are you a management company?
   No
9) Is the Business located within the incorporated limits of the city or town of which it is located?
   No
   If no, in what City, Town, County or Tribal/Indian Community is this business located?
   Santa Cruz County
10) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
   0
11) Have you provided a diagram of your premises?
   Yes
12) Is there a drive through window on the premises?
   No
13) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
   NA
14) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   02/29/20

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
QUESTIONNAIRE	CJ Fingerprint.pdf	01/06/2020
QUESTIONNAIRE	CJ Ques.pdf	01/06/2020
DIAGRAM/FLOOR PLAN	Diagram.pdf	01/06/2020
QUESTIONNAIRE	LJ Fingerprint.pdf	01/06/2020

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QUESTIONNAIRE	LJ Ques.pdf	01/06/2020
ALIEN STATUS	CJ and LJ drivers License.pdf	01/06/2020
	CJ Ques.pdf	02/13/2020
	LJ Ques.pdf	02/13/2020
	Diagram.pdf	02/13/2020

4880

BOND FOR ISSUANCE FOR DUPLICATE WARRANT

Know all men these presents that the payee undersigned was issued warrant number 2-091183 on the Treasurer of Santa Cruz County in the amount of $ 6,805.40, dated on or about February 18, 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 COUNTY ATTORNEY'S OFF. this 25 day of MARCH, 2020.

Payee: Adair's Carroon Mortuary

Address: 1191 N. Grand Avenue
Nogales, AZ. 85621

Surety: ADAIR'S CARROON MORTUARY

Address: 1191 N. GRAND AVE
NOGALES, AZ. 85621

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

On the 25th day of MARCH, 2020, before me the undersigned notary public, personally appeared the payee Adair's Carroon Mortuary and the surety, Adair's Carroon Mortuary, each of whom acknowledged that (s)he executed the foregoing bond.

Martha Patricia Luna
Notary Public

My Commission Expires:

5/21/2023

Martha P. Luna
Notary Public - Arizona
Santa Cruz County
Commission Number 565431
My Comm. Exp. 5/21/2023

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.

Martha P. Luna
Notary Public - Arizona
Santa Cruz County
Commission Number 565431
My Comm. Exp. 5/21/2023

Surety: ADAIRIS CARRION MORTUARY
1191 N. GRAND AVE NOGALES AZ 85621

Subscribed and sworn to before me this 25th day of March, 2020.

Martha Patricia Luna
Notary Public

My Commission Expires:
5/21/2023

Approved as to form:
3/25/2020 (date)

County Attorney (Deputy)

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

FOR THE CLERK OF THE BOARD OF SUPERVISORS

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

Clerk of the Board of Supervisors
Santa Cruz County

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Date Printed: 3/23/2020 3:38
Prepared By: EDMO

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2019
Resolution No: 55862
Date Created: 3/23/2020 3:38 PM

Reason For Change:
Correction in Agricultural status

AS BILLED PARCEL ID: 10853001D AREA CODE 2501
ACCOUNT NUMBER: R000009925
PUC 0004-VL-UNDET-RUR-NONSUBDIVID

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
02RL	40,000	15.00	0	6,000
Total	40,000		0	6,000

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	40,000	15.00	0	6,000
Total	40,000		0	6,000

CHANGE TO PARCEL ID: 10853001D AREA CODE 2501
ACCOUNT NUMBER: R000009925
PUC 4710-RANCH PROPERTY

Special Districts: UNITS

Limited Property	Valuation	%	Exempt	Net Assessed
02RLA	100	15.00	0	15
Total	100		0	15

Full Cash	Valuation	%	Exempt	Net Assessed
02RLA	100	15.00	0	15
Total	100		0	15

Description As Billed
A PORTION OF LAND IN THE N2 NW4 NE4 OF SEC 8 T22S R18E

YOURGULES J JAMES & NANCY L
9192 S TEQUILA SUNRISE RD
HERFORD, AZ 85615

Description Change To
A PORTION OF LAND IN THE N2 NW4 NE4 OF SEC 8 T22S R18E

YOURGULES J JAMES & NANCY L
9192 S TEQUILA SUNRISE RD
HERFORD, AZ 85615