



NOTICE OF REGULAR COUNCIL MEETING

In accordance with Section 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 7:00 p.m. Wednesday, September 23, 2015. The meeting will take place at the City Council Chambers, located at 1090 East Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 East Union Street, San Luis, Arizona 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

THIS NOTICE IS APPROVED BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con la Sección 38-431.01 de los Estatutos Revisados del Estado de Arizona, se le informa a los Miembros del Cabildo y al público en general que el Alcalde y el Concilio de San Luis, Arizona, tendrán una junta regular a las 7:00 p.m. el día Miércoles, 23 de Septiembre del 2015. La junta se llevará a cabo en la Sala del Concilio, ubicado en el 1090 East Union Street, San Luis, Arizona, 85349, el público está cordialmente invitado.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, 1090 East Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos Revisados del Estado de Arizona, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar o no dar el consentimiento antes que el Estado o alguna subdivisión política grabe a un menor de edad, ya sea en audio o video. Las juntas del Concilio se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden solicitar por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo/hija menor no este presente cuando la grabación se lleve a cabo. Si un menor de edad esta presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con el Estatuto Revisado del Estado de Arizona §1-602.A.9.

ESTE AVISO ES APROBADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Regular Meeting
San Luis City Council
San Luis Council
Chambers
1090 E. Union Street
September 23, 2015
7:00 P.M.

MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **PRESENTATION**
4. **A.** Presentation by Ms. Maria Chavoya on the services CENPATICO provides to the community. **(Maria Chavoya, CENPATICO)**
5. **CONSENT AGENDA**
All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.
5. **A.** Minutes of
-Regular Council meeting held August 12, 2015
5. **B.** Disbursements from August 31, 2015 through September 11, 2015
Total Disbursements \$435,647.39
(Four Hundred, Thirty-Five Thousand, Six Hundred, Forty-Seven Dollars and Thirty-Nine Cents)
5. **C.** Discussion and possible action on any an all matters regarding Resolution No. 1112. A resolution of the Mayor and Council of the City of San Luis, Arizona to designate official places for posting the City's Public Notices. **(Sonia Cornelio, City Clerk)**
6. **DISCUSSION AND POSSIBLE ACTION ITEMS:**

6. A. Discussion and possible action to approve and authorize the transfer of funds from Council Contingencies to the general non-departmental section to cover an unexpected invoice regarding the interagency agreement with the Arizona Department of Revenue (AZDOR). **(Katie St. Louis, Director of the Finance Department)**
6. B. Discussion and possible action for a City Attorney contract starting October 16, 2015. **(Steve Coleman with Pierce Coleman, PLLC, Legal Counsel by telephone)**
6. C. Discussion and possible action on any and all matters regarding Resolution No. 1111. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the First Amendment to the Intergovernmental Agreement with the County of Yuma regarding payment obligations for Construction of Roadway on County 25th Street –Avenue E to Avenue D. **(Eulogio Vera, Director of Public Works)**
6. D. Discussion and possible action to adopt Resolution No. 1113. A resolution of the Mayor and Council of the City of San Luis, Arizona to allow the City of San Luis Police Department to receive funding from the Governor's Office of Highway Safety for the Impaired Driver/DUI Alcohol Enforcement and STEP/Selective Traffic Enforcement projects in the amount totaling \$16,000.00. **(Victor Figueroa, Acting Chief of Police)**
6. E. Discussion and possible action on any and all matters regarding Resolution No. 1114. A resolution of the Mayor and Council of the City of San Luis, Arizona designating portions of Archibald Street, Main Street, Urtuzuastegui Street, D Street and First Avenue as restricted to parking, standing, and stopping of vehicles, repealing any conflicting provisions; and providing for severability. **(Victor Figueroa, Acting Chief of Police)**
6. F. Discussion and possible action on any and all matters regarding Resolution No. 1115. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Agreement renewal with the United States Department of Justice, Drug Enforcement Administration (DEA) for funds supporting the San Luis Police Department's participation in the DEA Task Force. **(Victor Figueroa, Acting Chief of Police)**

7. **SUMMARY OF CURRENT EVENTS**

Events by Mayor, Council Members, City Manager, and/or City Staff pursuant to A.R.S. §38-431.02 (K).

8. **CALL TO THE PUBLIC**

This is the time for the public to comment. Members of the City Council 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.

9. **EXECUTIVE SESSION:**

Vote to hold and Executive Session pursuant to A.R.S. §§38-431.03.A.1 and 38-431.03.A.3

9. A. Discussion and possible action to hold an executive session pursuant to A.R.S. §§38-431.03.A.1 and 38-431.03.A.3 on any and all matters relating to the position of City Manager and the employment, assignment, appointment, dismissal, resignation, and/or salaries of that position and/or discussion and legal advice with the attorney or attorneys of the city regarding same. **(Mayor Gerardo Sanchez)**

10. **MOTION TO GO BACK TO REGULAR SESSION**

11. **DISCUSSION AND POSSIBLE ACTION ITEM(S):**

12. Discussion and possible action regarding any and all matters related to the employment and employment contract of the City Manager.

13. **ADJOURNMENT**



PRESENTATION

Regular City Council Meeting

4. A.

Meeting Date: 09/23/2015

Presentation Topic/Summary:

Presentation by Ms. Maria Chavoya on the services CENPATICO provides to the community. **(Maria Chavoya, CENPATICO)**

Attachments

[CENPATICO 9/23/2015](#)



CHANGES TO COME
OCTOBER 1ST, 2015

Greater AZ Proposal

- 📍 ADHS/DBHS released a request for proposals for behavioral health management and integrated health services for individuals with serious mental illness in Greater Arizona
- 📍 This bid redefined the service areas to be awarded into 2: the Northern Region and the Southern Region
- 📍 Gila County was grouped with the Northern Region and Pima County in the Southern one.
- 📍 Cenpatico was awarded the Southern Region, so effective 10/1/15, Gila County will have a new RBHA and Pima County will have Cenpatico Integrated Care

What you can expect

- 📍 No changes in provider network or services up until 10/1/15
- 📍 Effective 10/1/15, Cenpatico Integrated Care will be providing you with some additional services under this new contract

Overview of New Contract: Who We Are

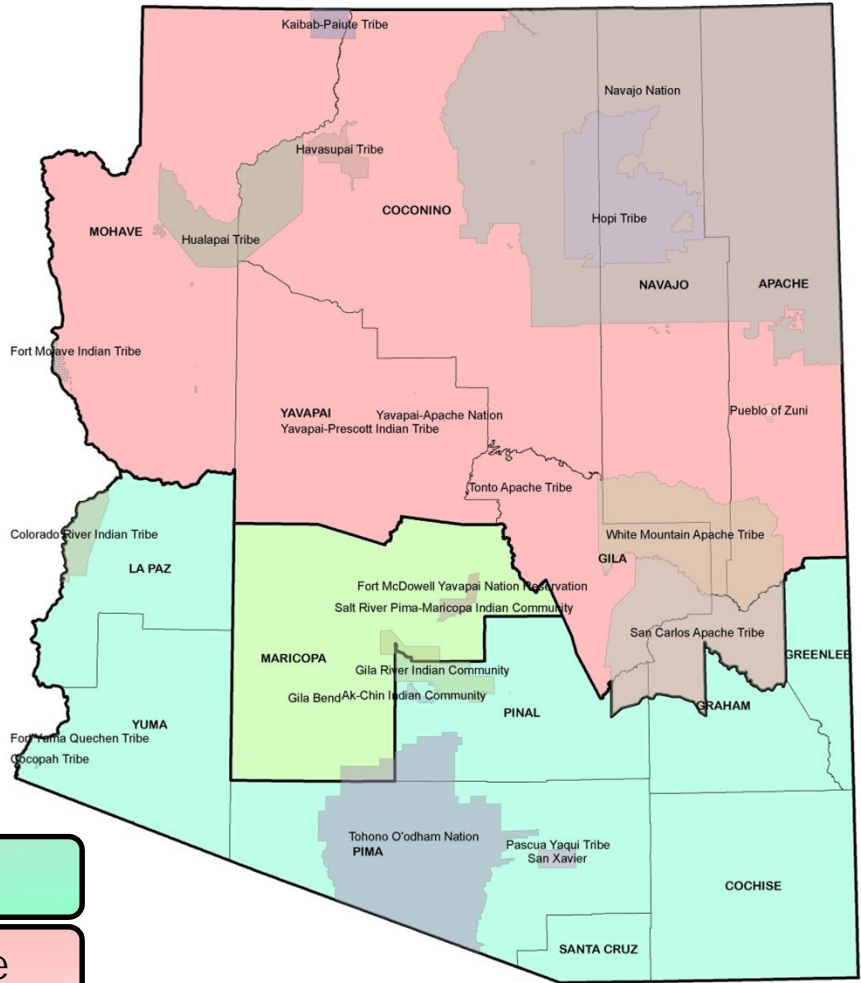




**“EMPOWERING COMMUNITIES...
INSPIRING HOPE.”**

Integrated Health Plan for Adults with SMI
Carve Out Behavioral Health RBHA for Youth & GMH/SA
Adults

Overview of New Contract: Catchment Areas GSAs



Cenpatico Integrated Care

Health Choice Integrated Care

Mercy Maricopa Integrated Care

Overview of New Contract: Coverage Area

Eight Southern Arizona Counties

- Yuma
- LaPaz
- Pinal
- Pima (Tucson)
- Santa Cruz
- Cochise
- Greenlee
- Graham

If you are a person with a Serious Mental Illness (SMI)...

And have AHCCCS

- Cenpatco-IC will provide you both medical and behavioral health

And have Medicare

- Cenpatco-IC will provide you both medical and behavioral health

Do not have AHCCCS or Medicare

- You will receive your SMI benefits from Cenpatco-IC and your medical benefits from whomever you currently have for your medical insurance

If you do not have the SMI designation...

And you have AHCCCS

- Cenpatco-IC will provide your behavioral health services but medical is through your AHCCCS plan

And you have Medicare

- Your AHCCCS plan will provide both your behavioral health services and medical services

You have neither AHCCCS or Medicare

- The same health plan will provide you with the services you have been receiving. Crisis services will be provided by Cenpatco-IC

Now it's Your Turn...

Questions?





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. A.

Meeting Date: 09/23/2015

Summary

Minutes of

-Regular Council meeting held August 12, 2015

Attachments

Regular Council Meeting 8/12/2015

MINUTES
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
August 12, 2015
7:00 p.m.

1. CALL TO ORDER Mayor G. Sanchez called the Regular City Council meeting to order at approximately 6:55 p.m.

ROLL CALL

PRESENT: Mayor Gerardo Sanchez
Vice-Mayor Matias Rosales
Council Member Africa Luna-Carrasco
Council Member Maria Cecilia Ramos
Council Member Mario Buchanan Jr.
Council Member Ruben Walshe
Council Member Gloria Torres

OTHERS PRESENT: Robert Eads, City Manager
Tadeo De La Hoya, Assistant to the City Manager
Sonia Cornelio, City Clerk
Andrea Moreno, Police Administrator
Aracely De La Hoya, Senior Services Director
Chris Kasid, Parks & Recreation Director
Daniel Paz, I.T. Director
Eulogio Vera, Public Works Director
Geraldine Gutierrez, Asst. to Council/PIO
Hank Green, Fire Chief
Jennifer Cisneros, Assistant Parks and Recreation Director
Jenny Torres, Community Development Director
John Starkey, Building Safety Director
Jose Guzman, Assistant Planner
Kay Macuil, Assistant City Attorney
Katie St. Louis, Finance Director
Olivia Jenkins, Utilities Director
Rosendo Morales, Magistrate
Yolanda Dueñas, Fleet Services/Facilities Department
Francisca Guzman, Meeting Translator
Richard Bauermann, Fire Inspector
Ernesto Prieto, Police Officer
Ana Lomeli, Resident
Paul Lomeli, Resident
Jose Leonardo Suarez, Resident

Jonathan Dumadag, I.T. Technician
Cesar Neyoy, Reporter
Ruth Guerra, Court Interpreter
David Lara, Resident

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member R. Walshe.

3. INVOCATION

The invocation was made by Mr. Hank Green.

4. Presentations

4.A. Presentation by Campesinos Sin Fronteras Youth Coalition on tobacco smoke at Joe Orduño park, (Ivan Gutierrez, Campesinos Sin Fronteras Youth Coalition)

Mr. Ivan Gutierrez, Campesinos Sin Fronteras Youth Coalition, and members of the Youth Coalition gave a presentation regarding tobacco smoking at Joe Orduño park and asked the Mayor and Council to implement a policy to make Joe Orduño smoke free.

4.B. Recognition of recently graduated San Luis Police Department Explorers from the Yuma County Law Enforcement Explorer Academy. (Ernesto Prieto)

Mr. Ernesto Prieto, San Luis Police Department Detective, presented a recognition to the graduates from the Yuma County Law Enforcement Explorer Academy.

5. CONSENT AGENDA

Minutes of:

- Regular Council meeting held June 24, 2015

DISBURSEMENTS from July 18, 2015 to July 31, 2015

Total disbursements \$520,237.75

(Five-Hundred, Twenty-Thousand, Two-Hundred, Thirty-Seven Dollars and Seventy-Five Cents)

MOTION: Council Member G. Torres/ Council Member M.C. Ramos to approve the Consent Agenda as presented. Motion passed unanimously.

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6.A. Discussion and possible action on any and all matters regarding the purchase of two (2) new vehicles for the Parks Department. (Chris Kasid, Parks and Recreation Director)

Mr. Chris Kasid, Parks and Recreation Director, stated that the vehicles are a budgeted item for \$68,000.00. Mr. Kasid also stated that the Parks Department was able to get a Ford F-250 4x4 and a F-150 Super Crew Cab for a total of \$61,636.77, by utilizing a state contract, from Chapman Ford in Scottsdale Arizona.

Mr. Kasid clarified that the department was not able to get the vehicles from Ford in Yuma because they would not be able to arrive on time as they are out of stock.

MOTION: Council Member A. Luna-Carrasco/ Council Member G. Torres to approve the purchase of a Ford F-250 4x4 and Ford F-150 Super Crew in an amount of \$61,636.77 through the state contract as presented. Motion passed unanimously.

6.B. Discussion and possible action on any and all matters regarding the contract for the Court Interpreter for the San Luis Municipal Court. (Rosendo Morales, Jr., Magistrate)

Mr. Rosendo Morales Jr., Magistrate, presented the renewal contract for the court interpreter, Ms. Ruth Guerra.

Mr. Morales confirmed the contract total is \$25,000.00.

Ms. Kay Macuil, Assistant City Attorney, added that Ms. Guerra had been paid since July 1, 2015 therefore the effective date would have to be ratified.

MOTION: Council Member G. Torres/Council Member A. Luna-Carrasco to approve and authorize staff to execute the independent contract for Court Interpreter as presented. Motion passed unanimously.

MOTION: Council Member R. Walshe/ Council Member A. Luna-Carrasco to ratify the effective date of the contract to July 1, 2015. Motion passed unanimously.

6.C. Update on any and all matters regarding the water temperature data collection, report, and conclusions prepared by Nicklaus Engineering, Inc. (Eulogio Vera, Public Works Director)

Mr. Eulogio Vera, Public Works Director, stated that he was there to recap the presentation by Nicklaus Engineering, Inc. presented to Council Last Council meeting.

Mr. Vera stated that the collection data took place during July 6 thru July 8 from 8:00 a.m. and 4:00 p.m. He also stated that there were two (2) test at every location, one from the outside and one from the inside of the house.

He added that the collection of water showed that the water's temperature increased as it traveled into the faucet. He informed, that at the moment there is still no solution to

the problem but will look into possible things that committees could solve for recent construction or future construction.

Mayor G. Sanchez suggested a possible solution should be tested to give the residents an option.

Mr. Raul Lomeli, 1133 San Luis Lane, stated that the issue is not the way the water is circulating in the pipes.

Ms. Marisela Bobadilla, San Luis Lane, stated that the problem has been present for several years and believes the residents deserve fresh water.

A resident stated that the problem is not the residents but the City's. He too stated that the problem is not healthy or wanted.

Ms. Luz Gis, 1132 San Luis Lane, stated that if the City is not going to install a new tube, then the City should lower the water fees.

Mayor G. Sanchez stated that the problem is not going to disappear and that the City would continue to work on the situation. He added that the City would be bringing engineers from different cities to obtain their opinions.

Ms. Ana Louisa Lomeli, 1133 San Luis Lane, asked Mr. Eulogio Vera, Public Works Director, whether the water main on the cul-de-sac are looped.

Mr. Eulogio Vera replied that in cul-de-sacs water mains are not looped and they are dead ends.

MOTION: No action was taken by the City Council.

6.D. Discussion and possible action on any and all matters regarding Resolution No. 1104. A resolution of the Mayor and Council for the City of San Luis, Arizona approving the transfer of funds between department accounts and the transfer of contingency funds for fiscal year 2014-2015. (Robert A. Eads, City Manager)

Mr. Robert Eads, City Manager, stated that there were two (2) departments that needed transfer of contingency funds. The reason being that the Fleet Department had a retirement that caused the salaries account to go negative and the San Luis Fire Department went \$22,400.00 over budget; the total amount needed would be \$37,595.00.

Mr. Hank Green, Fire Chief, stated that the overtime overrun was covered by the savings from Part-Time/Hourly pay.

Mr. Eads added that this fiscal year, departments are adding changes so that no corrections would need to be made after the end of the fiscal year.

MOTION: Vice-Mayor M. Rosales/ Council Member M.C. Ramos to approve and adopt Resolution No. 1104. Motion passed unanimously.

6.E. Discussion and possible action on any and all matters regarding Resolution No. 1105. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving an Addendum to the Intergovernmental Agreement (IGA) between the City of San Luis and Yuma County for the purpose of providing mandated Weekend and Holiday Municipal Court Services. (Rosendo Morales, Jr., Magistrate)

Mr. Rosendo Morales Jr., Municipal Court Judge, stated that the City of San Luis has entered into an intergovernmental agreement (IGA) with Yuma County and the Justice Court to provide coverage on weekends and holidays.

MOTION: Council Member G. Torres/ Council Member M.C. Ramos to approve and adopt Resolution No. 1105. Motion passed unanimously.

6.F. Public hearing followed by discussion on any and all matters concerning Rezoning Case No. 2015-0218 and possible action to approve First Reading of Ordinance No. 340. An ordinance of the Mayor and Council of the City of San Luis, Arizona, amending the official zoning map of the City of San Luis by changing the zoning classification of lots 1 thru 10 (approximately 26.32 acres of real property) located at San Luis Plaza Subdivision from Neighborhood Commercial (C-1) to Community Commercial (C-2); repealing any conflicting provisions; and providing for severability. (John Starkey)

A. Open of public hearing

MOTION: Council Member M. Buchanan Jr. / Council Member A. Luna-Carrasco to open the public hearing. Motion passed unanimously.

Mr. John Starkey Building Safety Director, stated that the area is a shopping center and should be zoned as a shopping center and not a neighborhood commercial center. The change is now occurring due to the available lots that are not being used due to the regulations.

Mr. Starkey, stated he received a letter from the firm that owns the four (4) empty lots stating they support the rezoning.

B. Close Public Hearing

MOTION: Council Member M. Buchanan Jr. / Council Member A. Luna-Carrasco to close the public hearing. Motion passed unanimously.

Action on First Reading of Ordinance No. 340

MOTION: Vice-Mayor M. Rosales/ Council Member M. Buchanan Jr. to approve First Reading of Ordinance No. 340 by title only. Motion passed unanimously.

Ms. Sonia Cornelio, City Clerk, read Ordinance No. 340 by title only.

7. Board of Adjustment

Motion to Adjourn as City Council and convene as Board of Adjustment

MOTION: Council Member A. Luna-Carrasco/ Council Member M. Buchanan Jr. to adjourn as City Council and convene as Board of Adjustment.

7.A. Public hearing followed by discussion and possible action concerning Variance Case No. 2014-0333. A request by Adrian Saavedra, property owner, for a variance to reduce the side yard setback from 7-feet to 0-feet to allow an existing structure on property located at 1405 E. Monreal Lane, San Luis, Arizona. (Item continued from November 12, 2014) (John Starkey, Building Safety Director)

A. Open public hearing

MOTION: Council Member M. Buchanan Jr. / Council Member A. Luna-Carrasco to open the public hearing. Motion passed unanimously.

Mr. Jose Guzman, Assistant Planner, stated that request was presented back in November 2014 and no action taken by the City Council. After reviewing the request, he recommends denial because it does not meet the city's required criteria. In addition, he stated that the structure could create fire hazards.

Mr. Hank Green, Fire Chief, stated that the Fire Department is concerned about the setbacks and the matter in that they are not engineered.

Ms. Kay Macuil, Assistant City Attorney, stated it was not a legal structure and it does not meet the requirements of a variance, therefore the setbacks cannot be created by the owner. Ms. Macuil mentioned that having zero setbacks would add no fire safety.

Mayor G. Sanchez stated that it is something that jeopardizes the safety of the residents it just decreased and that Council will work the difference.

B. Close Public Hearing

MOTION: Council Member A. Luna-Carrasco/ Council Member M.C. Ramos to close the public hearing. Motion passed unanimously.

Action on Variance Case No. 2014-0333

MOTION: Vice-Mayor M. Rosales/Council Member M.C. Ramos to find the application in Case No. 2014-0333 does not meet the criteria for a Variance under the Zoning Code and deny the Variance request. Motion passed with five (5) aye votes and two (2) nay votes by Council Member G. Torres and Council Member M. Buchanan Jr.

8. MOTION TO ADJOURN AS BOARD OF ADJUSTMENT AND RECONVENE AS CITY COUNCIL

MOTION: Vice-Mayor M. Rosales/Council Member A. Luna-Carrasco to adjourn as Board of Adjustment and reconvene as City Council.

9. SUMMARY OF CURRENT EVENTS:

Mayor G. Sanchez stated that he attended the Sunset Community event and was impressed by how much the City and the Sunset Community has grown. Mayor G. Sanchez also stated that he received several comments from residents stating they were impressed with Council and City staff.

Council Member A. Luna-Carrasco stated that she noticed the traffic is being picked up and wants to know what is going to be done.

Mr. Victor Figueroa, Acting Chief of Police, stated that the Police Department is already working with Administration and Mexican counterpart to better flow traffic. Mr. Figueroa also stated that an ordinance is being worked on to prevent vehicles from cutting the line on Archibald.

Mayor G. Sanchez asked if the City of San Luis has planned what will be done when the agriculture workers return.

Mr. Figueroa responded that the Police Department is working with Administration and talking to companies to see where the buses will be parked.

Ms. Kay Macuil, Assistant to the City Attorney, stated that Mr. Glenn Gimbut, City Attorney, received the Public Lawyer Career Achievement award.

Council Member R. Walshe wanted to recognize the Parks and Recreation Department for their work on Los Alamos.

10. CALL TO THE PUBLIC

There were no comments from the public.

11. Adjournment

MOTION: Vice-Mayor M. Rosales/ Council Member M. Buchanan Jr. to adjourn the Regular Council Meeting at 8:32 p.m.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. B.

Meeting Date: 09/23/2015

Summary

Disbursements from August 31, 2015 through September 11, 2015

Total Disbursements \$435,647.39

(Four Hundred, Thirty-Five Thousand, Six Hundred, Forty-Seven Dollars and Thirty-Nine Cents)

Attachments

Disbursements 9/23/2015



City of San Luis

Finance Department

COUNCIL MEETING September 23, 2015 Disbursement Reports from 8/31/2015 to 9/11/2015

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amounts</u>	<u>Schedule</u>
AP Check Account	8/31/2015	\$56.00	Schedule A
AP Check Account	9/1/2015	\$873.67	Schedule B
AP Check Account	9/2/2015	\$9,052.80	Schedule C
AP Check Account	9/3/2015	\$58,309.85	Schedule D
AP Check Account	9/8/2015	\$236.00	Schedule E
Payroll Check Account	9/9/2015	\$232,265.99	Schedule F
AP Check Account	9/9/2015	\$1,495.30	Schedule G
AP Check Account	9/9/2015	\$5,426.29	Schedule H
AP Check Account	9/10/2015	\$37,720.08	Schedule I
AP Check Account	9/10/2015	\$267.45	Schedule J
AP Check Account	9/10/2015	\$3,747.89	Schedule K
AP Check Account	9/10/2015	\$86,196.07	Schedule L

Total Disbursement **\$435,647.39**

Please contact K. St. Louis prior to the meeting if additional information is needed.

Prepared by Maura Gonzalez: Maura Gonzalez

Verified by Finance Director: C Cortes 9.14.15

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED
2015 SEP 14 AM 11:30
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/31/2015

Schedule A
Transaction Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	08/31/2015	72393	Accounts Payable	PELAYO , MANUEL		56.00
		<u>Invoice</u>	<u>Date</u>	<u>Description</u>		<u>Amount</u>
		PELAYO 083115	08/31/2015	REIMBURSEMENT - HEMMED UNIFORM PANTS		56.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 1		<u>\$56.00</u>
Checks:		1		\$56.00		

Prepared By:
Maggie Dominguez
 Date: *Maggie D.*
8/31/15

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/01/2015

Schedule B
 Transaction Amount

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable					
Check	09/01/2015	72394 Utility Management Refund	AGUILERA, JOSE & GLORIA ORTEGA		161.78
		Account Type	Account Number	Transaction Date	Transaction Type
Check	09/01/2015	72395 Utility Management Refund	APODACA, ELIZABETH		74.51
		Account Type	Account Number	Transaction Date	Transaction Type
Check	09/01/2015	72396 Utility Management Refund	AURORA ESPARZA		202.25
		Account Type	Account Number	Transaction Date	Transaction Type
		Residential	65199-001	08/26/2015	Refund - Account Credit
Check	09/01/2015	72397 Utility Management Refund	BARCENAS, CRYSTAL		67.68
		Account Type	Account Number	Transaction Date	Transaction Type
Check	09/01/2015	72398 Utility Management Refund	HERNANDEZ, ANITA C		171.46
		Account Type	Account Number	Transaction Date	Transaction Type
Check	09/01/2015	72399 Utility Management Refund	MALDONADO, XOCHITL		195.99
		Account Type	Account Number	Transaction Date	Transaction Type
1BYPAYABLE 1st BY Accounts Payable Totals:			Transactions: 6		\$873.67
Checks:	6	\$873.67			

Prepared By:
Maggie Dominguez
 Date: *9/1/15*

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/02/2015

Schedule C
 Transaction Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	09/02/2015	72400	Accounts Payable	NOVA 4, LLC		5,950.00
		<u>Invoice</u>		<u>Date</u>	<u>Description</u>	<u>Amount</u>
		INV265969-F5F8S5		07/01/2015	WINDOW SERVER TRAINING FOR D.PAZ	5,950.00
Check	09/02/2015	72401	Accounts Payable	STANDARD INSURANCE CO.		3,102.80
		<u>Invoice</u>		<u>Date</u>	<u>Description</u>	<u>Amount</u>
		2016-00000219		09/02/2015	REINSTATEMENT FEE	100.00
		2016-00000220		09/02/2015	INSURANCE FOR JULY 2015	1,501.40
		2016-00000221		09/02/2015	INSURANCE FOR AUGUST 2015	1,501.40
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 2		\$9,052.80
Checks:		2		\$9,052.80		

Prepared By:
Maggie Dominguez
 Date: *Maggie D.*
9/2/15

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/03/2015

Scheduled
Transaction
Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Date	Description	Amount
		261189 31		08/13/2015	CREDIT	(320.55)
		261189 00		07/30/2015	MAINTENANCE MATERIAL F/ NEW INSTALLATIONS/REPAIR	5,105.75
Check	09/03/2015	72471	Accounts Payable	Z TRENDZ		260.16
	Invoice			Date	Description	Amount
		15-1367		08/31/2015	POLOS FOR WELLNESS COMMITTEE	260.16
Check	09/03/2015	72472	Accounts Payable	ZARAGOZA , MARIA L		50.00
	Invoice			Date	Description	Amount
		201500058		09/03/2015	RESTITUTION PAYMENT	50.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 71		\$58,309.85
Checks:		71			\$58,309.85	

Prepared By:
Maggie Dominguez
 Date: *Maggie D.*
C 9/3/15

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/03/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	09/03/2015	72402	Accounts Payable	4 IMPRINT		267.73
	Invoice		Date	Description		Amount
		4018965	06/22/2015	DOCUMENT POCKET HOLDERS FOR CITY VEHICLES		267.73
Check	09/03/2015	72403	Accounts Payable	AIRGAS-WEST		1,210.05
	Invoice		Date	Description		Amount
		9041986486	07/31/2015	TOOLS/ITEMS FOR GAS DETECTOR METER (OSHA REQUIREMENT)		1,210.05
Check	09/03/2015	72404	Accounts Payable	ALBERT HOLLER & ASSOCIATES		2,200.00
	Invoice		Date	Description		Amount
		AUG2015	08/31/2015	SALES TAX AUDITOR FOR AUGUST 2015		2,200.00
Check	09/03/2015	72405	Accounts Payable	ALSCO, INC		416.57
	Invoice		Date	Description		Amount
		LYUM989830	08/07/2015	UNIFORM SERVICES FOR FACILITIES		55.72
		LYUM991672	08/14/2015	UNIFORM SERVICES FOR FACILITIES		55.72
		LYUM993495	08/21/2015	UNIFORM SERVICES FOR FACILITIES		55.72
		LYUM987989	07/31/2015	UNIFORM SERVICES FOR FLEET SRVS		86.05
		LYUM989829	08/07/2015	UNIFORM SERVICES FOR FLEET SRVS		34.13
		LYUM991671	08/14/2015	UNIFORM SERVICES FOR FLEET SRVS		32.58
		LYUM993494	08/21/2015	UNIFORM SERVICES FOR FLEET SRVS		33.93
		LYUM994956	08/27/2015	UNIFORM SERVICES FOR UTILITIES		15.68
		LYUM993136	08/20/2015	UNIFORM SERVICES FOR UTILITIES		15.68
		LYUM991308	08/13/2015	UNIFORM SERVICES FOR UTILITIES		15.68
		LYUM989472	08/06/2015	UNIFORM SERVICES FOR UTILITIES		15.68
Check	09/03/2015	72406	Accounts Payable	AMAYA, DANIEL		150.00
	Invoice		Date	Description		Amount
		2016-00000225	09/03/2015	SUPERVISION & INSTRUCTING OF BOYS FLAG FOOTBALL SUMMER PROGRAM		150.00
Check	09/03/2015	72407	Accounts Payable	AMERICAN HERITAGE LIFE INSURANCE COMPANY		48.40
	Invoice		Date	Description		Amount
		2016-00000228	09/03/2015	INSURANCE FOR SEPTEMBER 2015		24.20

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/03/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2016-00000229		09/03/2015	INSURANCE FOR AUGUST 2015	24.20
Check	09/03/2015	72408	Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES		225.00
		Invoice		Date	Description	Amount
		1922		08/25/2015	TOW SERVICES FOR SLDP IMPOUNDED VEHICLES	75.00
		1923		08/28/2015	TOW SERVICES FOR SLDP IMPOUNDED VEHICLES	75.00
		1927		08/30/2015	TOW SERVICES FOR SLDP IMPOUNDED VEHICLES	75.00
Check	09/03/2015	72409	Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY		912.44
		Invoice		Date	Description	Amount
		32493		08/20/2015	HWY USER 3580 EE610	100.50
		32321		08/12/2015	HWY USER 3580 EE610	129.36
		32432		08/18/2015	SOLID WASTE 8969 EE180	571.93
		32454		08/19/2015	SOLID WASTE 8969 EE180	15.54
		32455		08/19/2015	SW 9937 EE180	95.11
		32322		08/12/2015	HWY 5204 EE610	594.73
		32632		08/31/2015	HWY 5204 EE180 - CREDIT	(594.73)
Check	09/03/2015	72410	Accounts Payable	ARIZONA STATE UNIVERSITY		645.00
		Invoice		Date	Description	Amount
		1617176-84367946		08/10/2015	REGISTRATION FOR LAST CPM COURSE - J.PEREZ	645.00
Check	09/03/2015	72411	Accounts Payable	AUTOZONE STORES, INC		4,516.51
		Invoice		Date	Description	Amount
		2756006829		08/03/2015	PURCHASE HP GAS COMPRESSOR FOR FLEET SERVICE TRUCK	2,823.15
		2756009051		08/05/2015	PD 7757 CREDIT	(32.70)
		2756003597		07/31/2015	PD 7757 EE180	32.70
		2756021465		08/17/2015	PD 3203 EE180	4.96
		2756010327		08/06/2015	PD 2916 EE180	16.55
		2756025072		08/21/2015	PD 5855 EE180	21.49
		256022959		08/19/2015	PARKS 4059 EE180	10.14
		2756022528		08/18/2015	ADMIN 3779 EE180	35.92
		2756023915		08/20/2015	HWY DEPT 5204 EE180	27.64
		2756028287		08/24/2015	WATER 4344 EE180	76.78

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/03/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2756028870		08/25/2015	COURT DEPT 5346 EE180	34.07
		2756022960		08/19/2015	WATER 4344 EE180	12.27
		2756028755		08/25/2015	PD 2586 EE180	6.33
		2756017510		08/13/2015	PD 8695 EE180	392.83
		2756018132		08/14/2015	PD 8695 EE180	307.22
		2756017049		08/13/2015	PD 8695 EE180	40.35
		2756015403		08/11/2015	COURT 5346 EE180	6.33
		2756015974		08/12/2015	PD 5714 EE180	14.79
		2756015971		08/12/2015	PD 5714 EE180	7.92
		2756015979		08/12/2015	PD 5714 EE180 - CREDIT	(7.92)
		2756014950		08/11/2015	HWY USRS 4840 EE180	10.28
		2756015333		08/11/2015	RISK MGMT 2005 VAN EE180	157.20
		2756015317		08/11/2015	RISK MGMT 2005 VAN EE180	16.30
		2756015400		08/11/2015	FIRE 6467 EE180	314.40
		2756015446		08/11/2015	FLEET SRVS 1413 EE180	13.76
		2756010773		08/07/2015	PD 1948 EE180	38.71
		2756010774		08/07/2015	WATER 7519 EE180	4.42
		2756034971		08/31/2015	HWY 2487 EE180	4.42
		2756028134		08/24/2015	PD 4494 EE180	42.91
		2756032090		08/28/2015	WW 4834 EE180	34.37
		2756031108		08/27/2015	FIRE DEPT 8923 EE180	39.41
		2756029388		08/25/2015	PD 0223 EE180	9.51
		2756023400		08/19/2015	ADMIN 3779 EE180 - CREDIT	(4.96)
		2756022958		08/19/2015	ADMIN 3779 EE180	4.96
Check	09/03/2015	72412	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		256.50
		Invoice	Date	Description		Amount
		2016-00000218	08/21/2015	INMATE LABOR PROJECT		256.50
Check	09/03/2015	72413	Accounts Payable	BATTERY SYSTEMS INC		291.95
		Invoice	Date	Description		Amount
		3240007	08/25/2015	PURCHASE BATTERY FOR POLICE VIN #4450		212.43
		3240022	08/25/2015	PURCHASE BATTERY FOR UTILITIES VIN #4836		79.52
Check	09/03/2015	72414	Accounts Payable	BIOLOGICAL SOLUTIONS LLC		3,260.18

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/03/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
		5820		08/18/2015	CHEMICALS USED F/ ODOR CONTROL@LOS ALAMOS & GADSDEN LIFTSTATIONS	3,260.18
Check	09/03/2015	72415	Accounts Payable	CAZAREZ , KATHYA		370.00
	Invoice		Date	Description		Amount
		2016-00000222		09/03/2015	SUPERVISION AND INSTURCTING OF GIRLS VOLLEYBALL SUMMER PROGRAM	150.00
		2016-00000223		09/03/2015	SERVICES RENDERED OF SCOREKEEPER FOR MEN'S SUMMER BASKETBALL	220.00
Check	09/03/2015	72416	Accounts Payable	CDWG		63.70
	Invoice		Date	Description		Amount
		XM71391		08/20/2015	TONER FOR DDS	63.70
Check	09/03/2015	72417	Accounts Payable	CENTURYLINK		132.49
	Invoice		Date	Description		Amount
		2016-00000216		09/03/2015	SERVICES FOR THE BUSINESS INCUBATOR	132.49
Check	09/03/2015	72418	Accounts Payable	CERTIFIED LABORATORIES DIVISION		447.27
	Invoice		Date	Description		Amount
		2017616		08/18/2015	SUPPLIES FOR EQUIPMENT MAINTENANCE	447.27
Check	09/03/2015	72419	Accounts Payable	CHIEF SUPPLY CORPORATION		744.99
	Invoice		Date	Description		Amount
		285979		05/19/2015	8 PD BIKE UNIFORMS	744.99
Check	09/03/2015	72420	Accounts Payable	CRAFCO INC.		134.75
	Invoice		Date	Description		Amount
		00387472		08/25/2015	MATERIAL USED TO CRACK SEAL STREETS CITYWIDE	134.75
Check	09/03/2015	72421	Accounts Payable	DIRECTV, INC		218.96
	Invoice		Date	Description		Amount
		26269986212		07/16/2015	DIRECTV MONTHLY SERVICES FOR YOUTH CENTER - 071515-081415	106.98
		26493819872		08/16/2015	DIRECTV MONTHLY SERVICES FOR YOUTH CENTER - 081515-091415	111.98
Check	09/03/2015	72422	Accounts Payable	EARPHONE CONNECTION		758.00
	Invoice		Date	Description		Amount

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/03/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		241766		08/11/2015	ESTIMATE DATED 7/28/2015 QUICK RELEASE ADAPTERS	758.00
Check	09/03/2015	72423	Accounts Payable	EMPIRE MACHINERY		1,482.06
		Invoice		Date	Description	Amount
		EPWK0370169		07/31/2015	PARTS/LABOR TO REPAIR GENERATOR UNIT@WS #3	1,482.06
Check	09/03/2015	72424	Accounts Payable	FISHER CHEVROLET - PARTS		47.70
		Invoice		Date	Description	Amount
		379496		08/24/2015	POLICE DEPT 4494 EE180	47.70
Check	09/03/2015	72425	Accounts Payable	FISHER CHRYSLER		15.70
		Invoice		Date	Description	Amount
		360593		07/29/2015	POLICE DEPT 5714 EE180	15.70
Check	09/03/2015	72426	Accounts Payable	FREIGHTLINER STERLING WESTERN		326.72
		Invoice		Date	Description	Amount
		X001353639:01		08/20/2015	PURCHASED SENSOR-FILL LEVEL, UREA TANK,6G FOR HWY USER #5204	326.72
Check	09/03/2015	72427	Accounts Payable	FRESH TERRA SERVICES LLC		4,145.00
		Invoice		Date	Description	Amount
		4163		07/30/2015	LAB TESTING FOR WEST WWTP	205.00
		4164		08/03/2015	LAB TESTING FOR WEST WWTP	280.00
		4152		07/15/2015	LAB TESTING FOR WEST WWTP	105.00
		4154		07/16/2015	LAB TESTING FOR WEST WWTP	105.00
		4159		07/24/2015	LAB TESTING FOR WEST WWTP	105.00
		4162		07/30/2015	LAB TESTING FOR WEST WWTP	105.00
		4204		08/17/2015	LAB TESTING FOR WEST WWTP	815.00
		4205		08/17/2015	LAB TESTING FOR WEST WWTP	105.00
		4211		08/24/2015	LAB TESTING FOR WEST WWTP	285.00
		4210		08/24/2015	LAB SERVICES/TESTING FOR EAST WWTP	100.00
		4206		08/17/2015	LAB SERVICES/TESTING FOR EAST WWTP	500.00
		4203		08/17/2015	LAB SERVICES/TESTING FOR EAST WWTP	100.00
		4165		08/03/2015	LAB SERVICES/TESTING FOR EAST WWTP	835.00
		4172		08/05/2015	LAB SERVICES/TESTING FOR EAST WWTP	500.00
Check	09/03/2015	72428	Accounts Payable	GARCIA , ESTEBAN		548.00

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/03/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
			Invoice	Date	Description	Amount
			201400278	09/03/2015	BOND REFUND	548.00
Check	09/03/2015	72429	Accounts Payable	GARCIA-BONILLA, ELIZABETH		91.00
			Invoice	Date	Description	Amount
			BONILLA 083115	09/03/2015	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM	91.00
Check	09/03/2015	72430	Accounts Payable	GUERRA, RUTH		1,000.00
			Invoice	Date	Description	Amount
			94	08/21/2015	TRANSLATING SERVICES FOR COURT - 081715--082115	500.00
			95	08/25/2015	TRANSLATING SERVICES FOR COURT - 082115--082515	500.00
Check	09/03/2015	72431	Accounts Payable	HUGHES FIRE EQUIPMENT, INC.		150.11
			Invoice	Date	Description	Amount
			C06475	08/17/2015	CREDIT	(43.34)
			496824	08/03/2015	REPLACEMENT & SEAL KITS FOR VALVES IN L-1	193.45
Check	09/03/2015	72432	Accounts Payable	JUAREZ, JULIO		1,650.00
			Invoice	Date	Description	Amount
			0001	08/31/2015	INSTALLATION OF CARPET TILES/PREP FLOORS - COURT REMODELING	1,650.00
Check	09/03/2015	72433	Accounts Payable	KALLEN, CID RIGEL		2,400.00
			Invoice	Date	Description	Amount
			0130	08/21/2015	ATTORNEY FEES	400.00
			0126	08/21/2015	ATTORNEY FEES	400.00
			0125	08/21/2015	ATTORNEY FEES	400.00
			0128	08/21/2015	ATTORNEY FEES	400.00
			0127	08/21/2015	ATTORNEY FEES	400.00
			0129	08/21/2015	ATTORNEY FEES	400.00
Check	09/03/2015	72434	Accounts Payable	LANDS END BUSINESS OUTFITTERS		37.34
			Invoice	Date	Description	Amount
			SIN3001215	07/30/2015	UNIFORM CARDIGAN FOR COUNCIL MEMBER G. TORRES	37.34
Check	09/03/2015	72435	Accounts Payable	LIBERTEL ASSOCIATES		1,538.15
			Invoice	Date	Description	Amount

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/03/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		204791		08/12/2015	HEADSETS FOR DISPATCH	1,538.15
Check	09/03/2015	72436	Accounts Payable	LOPEZ , JONATHAN		225.00
		Invoice		Date	Description	Amount
		2016-00000224		09/03/2015	SERVICES RENDERED OF MUSIC SOUND ENTERTAINMENT F/ AQUATIC CENTER	225.00
Check	09/03/2015	72437	Accounts Payable	M & Y ELECTRICAL LLC		438.00
		Invoice		Date	Description	Amount
		537		08/23/2015	REMOVE/REPLACE TWO NEW 120V2LAMPS (T8)AT WATER TRANSFER OFFICE	438.00
Check	09/03/2015	72438	Accounts Payable	MACIAS , MAYRA		111.35
		Invoice		Date	Description	Amount
		201302337		09/03/2015	BOND REFUND	111.35
Check	09/03/2015	72439	Accounts Payable	MORENO , ANDREA		91.00
		Invoice		Date	Description	Amount
		MORENO 083115		09/03/2015	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM	91.00
Check	09/03/2015	72440	Accounts Payable	MORRIS, JOHNNIE		14.61
		Invoice		Date	Description	Amount
		MORRIS 090315		09/03/2015	REIMBURSEMENT - CLIPS FOR THE FLAG ON 4TH OF JULY EVENT	14.61
Check	09/03/2015	72441	Accounts Payable	NEW WORLD SYSTEMS		2,070.00
		Invoice		Date	Description	Amount
		043890		07/15/2015	LOGOS 2015 CONFERENCE FOR D.PAZ	1,620.00
		044165		07/31/2015	LOGOS 2015 EXECUTIVE CONFERENCE/LODGING-EE#250 EVANGELISTA	450.00
Check	09/03/2015	72442	Accounts Payable	NUNEZ, RICHARD		100.00
		Invoice		Date	Description	Amount
		2016-00000226		09/03/2015	SUPERVISION & INSTRUCTING OF BOYS BASKETBALL CAMP	100.00
Check	09/03/2015	72443	Accounts Payable	O'REILLY AUTO PARTS		1,093.18
		Invoice		Date	Description	Amount
		2771-339015		08/18/2015	SW 8969 EE610	1.10
		2771-338966		08/18/2015	PD 6226 EE180	5.73

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/03/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2771-338976		08/18/2015	BUILDN SAF 2115 EE610	5.91
		2771-338975		08/18/2015	CITY CLERK 3359 EE610	10.81
		2771-338266		08/12/2015	SW 9937 EE610	39.79
		2771-339076		08/19/2015	SW 8969 EE610	39.79
		2771-339114		08/19/2015	HWY USER 5204 EE610	11.61
		2771-338965		08/18/2015	PD 8661 EE180	91.15
		2771-338279		08/12/2015	WATER 4344 EE610	311.08
		2771-338238		08/12/2015	WW 6281 EE610	43.90
		2771-338173		08/11/2015	PD 8695 EE328	29.95
		2771-338086		08/11/2015	FIRE DEPT 5571 EE328	136.53
		2771-340212		08/28/2015	RISK MGMT 6553 EE610	28.23
		2771-340251		08/28/2015	HWY USER 8098 EE610	86.38
		2771-339089		08/19/2015	HWY 5204 EE180	15.70
		2771-340098		08/27/2015	PARKS 0992 EE610	49.59
		2771-339980		08/26/2015	WW 0593 EE610	21.88
		2771-340149		08/27/2015	FIRE DEPT 8923 EE610	118.04
		2771-340097		08/27/2015	SW 3270 WW610	40.03
		2771-340210		08/28/2015	PARKS 0992 EE610	5.98
Check	09/03/2015	72444	Accounts Payable	PENN NEON SIGN CO., INC.		730.01
		Invoice		Date	Description	Amount
		15845		08/28/2015	PURCHASE OF RECREATION NONSMOKING SIGNS FOR JOE ORDUNO & MOCTEZU	238.51
		15855		09/02/2015	U-CHANNEL POSTS FOR PARKS AND REC	491.50
Check	09/03/2015	72445	Accounts Payable	PEREZ , JORGE		108.00
		Invoice		Date	Description	Amount
		PEREZ 090915		09/03/2015	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM	108.00
Check	09/03/2015	72446	Accounts Payable	PRECISION ELECTRIC CO. INC.		700.43
		Invoice		Date	Description	Amount
		3-058056		08/26/2015	REPAIR MOTOR FOR BOOSTER PUMP #1@WELL SITE #3	700.43
Check	09/03/2015	72447	Accounts Payable	PROFESSIONAL PEST CONTROL LLC		40.00
		Invoice		Date	Description	Amount

City of San Luis
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 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/03/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		1039		08/20/2015	INSPECT ALL ROOFING & TREATED BUHO INSTALLING-PIGEON SERVICE ACT	40.00
Check	09/03/2015	72448	Accounts Payable	QUINONEZ , FRANCISCO		525.00
	Invoice		Date	Description		Amount
		18491		08/26/2015	TOW SERVICES FOR SLDP IMPOUNDED VEHICLES	75.00
		18651		08/28/2015	TOW SERVICES FOR SLDP IMPOUNDED VEHICLES	75.00
		18674		08/29/2015	TOW SERVICES FOR SLDP IMPOUNDED VEHICLES	75.00
		18884		08/31/2015	TOW SERVICES FOR SLDP IMPOUNDED VEHICLES	75.00
		18819		08/31/2015	TOW SERVICES FOR SLDP IMPOUNDED VEHICLES	75.00
		17835		08/18/2015	TOW SERVICES FOR SLDP IMPOUNDED VEHICLES	75.00
		18456		08/26/2015	TOW SERVICES FOR SLDP IMPOUNDED VEHICLES	75.00
Check	09/03/2015	72449	Accounts Payable	R.J. SAFETY SUPPLY CO. INC.		727.25
	Invoice		Date	Description		Amount
		339599-00		08/17/2015	PURCHASE OF SAFETY SUPPLIES FOR PARKS EMPLOYEES	727.25
Check	09/03/2015	72450	Accounts Payable	RAMON MOSQUEDA		58.53
	Invoice		Date	Description		Amount
		4095		08/05/2015	EMBROIDERY FOR GIS	58.53
Check	09/03/2015	72451	Accounts Payable	RDO EQUIPMENT CO.		747.85
	Invoice		Date	Description		Amount
		P78748		08/05/2015	PURCHASE PARTS FOR PARKS #1427 TRACTOR	747.85
Check	09/03/2015	72452	Accounts Payable	REAL PURIFIED WATER LLC		125.82
	Invoice		Date	Description		Amount
		8962		07/02/2015	WATER SERVICES AT SENIOR CENTER	16.26
		9451		07/30/2015	WATER SERVICES AT SENIOR CENTER	8.13
		9713		08/26/2015	WATER SERVICES AT SENIOR CENTER	8.13
		9505		08/06/2015	DRINKING WATER FOR SLFD	15.30
		8716		08/13/2015	DRINKING WATER FOR SLFD	13.50
		9609		08/13/2015	DRINKING WATER FOR SLFD	16.50
		9662		08/20/2015	DRINKING WATER FOR SLFD	15.00
		9717		08/26/2015	DRINKING WATER FOR SLFD	9.00
		9864		08/31/2015	DRINKING WATER FOR SLFD	24.00

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/03/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	09/03/2015	72453	Accounts Payable	RIVERA , MARIA ELENA		75.00
	Invoice		Date	Description		Amount
		201500022	09/03/2015	RESTITUTION PAYMENT		75.00
Check	09/03/2015	72454	Accounts Payable	ROMERO RODRIGUEZ , PORFIRIO		18.90
	Invoice		Date	Description		Amount
		201403117	09/03/2015	OVERPAYMENT		18.90
Check	09/03/2015	72455	Accounts Payable	SAFETY-KLEEN CORPORATION		381.13
	Invoice		Date	Description		Amount
		67633097	08/13/2015	SERVICES TO WASHER		381.13
Check	09/03/2015	72456	Accounts Payable	SAN LUIS AIR CONDITIONING LLC		975.00
	Invoice		Date	Description		Amount
		15-601	08/11/2015	REPLACE EXPANSION VALVE & RECHARGE R22-MULTIPURPOSE RM-CITY HALL		575.00
		15-568	08/26/2015	RE-INSTALLATION OF DUCTS NEEDED AT GYM		400.00
Check	09/03/2015	72457	Accounts Payable	SMITH, RALPH E. SR.		750.00
	Invoice		Date	Description		Amount
		23351	08/31/2015	MICROBIOLOGICAL ANALYSIS - COMPLIANCE TESTING - AUGUST 2015		750.00
Check	09/03/2015	72458	Accounts Payable	SOLORZANO, PEDRO		100.00
	Invoice		Date	Description		Amount
		SOLORZANO 090315	09/03/2015	REIMBURSEMENT - STEEL TOE BOOTS		100.00
Check	09/03/2015	72459	Accounts Payable	STANDARD INSURANCE CO.		6,371.35
	Invoice		Date	Description		Amount
		LIFE INS 080115	08/31/2015	LIFE INSURANCE 08012015		6,371.35
Check	09/03/2015	72460	Accounts Payable	TOBY RAMOS TIRES, LLC		3,414.25
	Invoice		Date	Description		Amount
		39597	08/12/2015	PURCHASE TIRES FOR SOLID WASTE VIN #8969 & 9937		1,365.70
		39598	08/12/2015	PURCHASE TIRES FOR SOLID WASTE VIN #8969 & 9937		1,365.70
		39528	08/12/2015	PURCHASE TWO TIRES & DISM FOR SOLID WASTE VIN #4813		682.85
Check	09/03/2015	72461	Accounts Payable	TRANSWESTERN INSURANCE ADMIN		299.40

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/03/2015

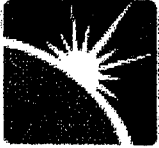
Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount	
				Invoice	Date	Description	Amount
				2016-00000227	09/03/2015	INSURANCE FOR SEPTEMBER 2015	299.40
Check	09/03/2015	72462	Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.			809.37
				Invoice	Date	Description	Amount
				129619983-003	07/06/2015	RENT OF GENERATORS FOR 4TH OF JULY EVENT 2015 @ JOE ORDUNO PARK	809.37
Check	09/03/2015	72463	Accounts Payable	WAXIE SANITARY SUPPLY			30.62
				Invoice	Date	Description	Amount
				75454497	08/18/2015	JANITORIAL SUPPLIES	30.62
Check	09/03/2015	72464	Accounts Payable	WESTERN SUN SYSTEMS, INC			169.10
				Invoice	Date	Description	Amount
				29585	07/02/2015	SERVICE REPAIRS FOR FIRE ALARM AT YOUTH CENTER DEPT	169.10
Check	09/03/2015	72465	Accounts Payable	YUMA AUTOGLASS SPECIALIST LLC			247.69
				Invoice	Date	Description	Amount
				971	08/12/2015	REPLACE WINDSHIELD FOR POLICE VIN #5714	247.69
Check	09/03/2015	72466	Accounts Payable	YUMA COUNTY WATER USERS			3.00
				Invoice	Date	Description	Amount
				2016-00000217	08/18/2015	COPIES OF WATER CONVERSION CONTRACTS - UTILITIES	3.00
Check	09/03/2015	72467	Accounts Payable	YUMA FARM & HOME SUPPLY INC.			46.43
				Invoice	Date	Description	Amount
				445707	07/27/2015	PURCHASE OF LOCKS FOR RESTROOMS AT JOE ORDUNO PARK GATES	46.43
Check	09/03/2015	72468	Accounts Payable	YUMA NURSERY SUPPLY			489.00
				Invoice	Date	Description	Amount
				272433	08/25/2015	RELOCATE CONTAINERS FROM SLPD PARKING LOT	489.00
Check	09/03/2015	72469	Accounts Payable	YUMA WINLECTRIC CO.			425.95
				Invoice	Date	Description	Amount
				464995 01	08/26/2015	REPLACEMENT FUSES FOR ELECTRICAL BOXES	425.95
Check	09/03/2015	72470	Accounts Payable	YUMA WINNELSON CO.			4,785.20

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/08/2015

Schedule E
Transaction Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	09/08/2015	72473	Accounts Payable	BAUERMANN, RICHARD		236.00 ✓
		Invoice	Date	Description		Amount
		BAUERMANN 091015	09/08/2015	TRAVEL - 2015 AZ STATE FIRE SCHOOL		236.00
Check	09/08/2015	72474	Accounts Payable	YUMA SUN, INC		1,096.30
		Invoice	Date	Description <i>(voided)</i>		Amount
		00066149	07/16/2015	FIREFIGHTER/EMT AD		399.00
		00066546	07/19/2015	RECREATION SPECIALIST AD		298.30
		00066554	07/25/2015	LEGAL SECRETARY AD		399.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 2		\$1,332.30
Checks:		2		\$1,332.30		

1,332.30
 000
 236.00



Pay Day Register Report

Pay Date Range 08/22/15 - 09/04/15

Pay Batch 201518

Schedule F

STANDARD LIFE ADDTNL	750.70	.00	WASHINGTON FEDERAL	2,461.83
TRANSWESTERN MEXICAN	149.70	.00	Wells Fargo	47,533.37
U.S. MEX DENTAL - EE &	416.85	.00	Total	<u>\$201,954.13</u>
U.S. MEX DENTAL - EE &	119.10	.00		
UNITED WAY	33.00	.00	Check	\$30,311.86
US & MEX DENTAL= FAMILY	718.62	.00		
US & MEX HEALTH = C	5,761.73	.00		
US & MEX HEALTH = FAMILY	3,654.32	.00		
US & MEX HEALTH = SP	1,545.83	.00		
VSP - VISION FAMILY	614.25	.00		
Net	<u>\$232,265.99</u> ✓			





City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/09/2015

Schedule G
 Transaction
 Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	09/09/2015	72475	Accounts Payable	YUMA SUN, INC		1,495.30
	Invoice		Date	Description		Amount
	00066149		07/16/2015	FIREFIGHTER/EMT AD		399.00
	00066546		07/19/2015	RECREATION SPECIALIST AD		298.30
	00066554		07/25/2015	LEGAL SECRETARY AD		399.00
	00065771		07/11/2015	PARKS MAINTENANCE TECH AD		399.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 1		\$1,495.30 ✓
Checks:		1		\$1,495.30		

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/09/2015

Schedule H
 Transaction
 Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	09/09/2015	72476	Accounts Payable	ARIZONA PUBLIC SERVICE		1,874.29
	Invoice		Date	Description		Amount
		097522284AUG15	08/05/2015	ELECTRICITY - 788 W BST		424.71
		245918289AUG15	08/05/2015	ELECTRICITY - 707 N 1ST AVE		964.33
		014832287AUG15	09/03/2015	ELECTRICITY - 1170 N LAKIN DR SLIFT		128.12
		685728287AUG15	08/06/2015	ELECTRICITY - 415 INDUSTRIAL AVE		357.13
Check	09/09/2015	72477	Accounts Payable	BORDER FITNESS GYM		1,075.00
	Invoice		Date	Description		Amount
		0008	09/01/2015	AUGUST MONTHLY SERVICE FEE		1,075.00
Check	09/09/2015	72478	Accounts Payable	CLARK , ANTHONY		280.00
	Invoice		Date	Description		Amount
		2016-00000233	09/09/2015	ASSISTANCE & INSTRUCTION WITH FALL PROGRAMS @ YOUTH CENTER		280.00
Check	09/09/2015	72479	Accounts Payable	GUERRA , RUTH		500.00
	Invoice		Date	Description		Amount
		96	09/04/2015	TRANSLATING SERVICES FOR COURT - 083115--090415		500.00
Check	09/09/2015	72480	Accounts Payable	LABORIN , FERNANDO L		500.00
	Invoice		Date	Description		Amount
		2016-00000232	09/09/2015	CIVIC CONTRIBUTION-LOS MORRITOS BASEBALL CLUB		500.00
Check	09/09/2015	72481	Accounts Payable	YUMA SUN, INC		1,197.00
	Invoice		Date	Description		Amount
		00067549	08/05/2015	HUMAN RESOURCES MANAGER AD		399.00
		00068092	08/16/2015	COURT CLERK I AD		399.00
		00068308	08/16/2015	OFFICE SUPPORT SPECIALIST AD		399.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 6		\$5,426.29

Checks: 6 \$5,426.29

Prepared By:
Maggie Dominguez
 Date: *Maggie D. 9/9/15*

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/10/2015

Schedule I
 Transaction
 Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
				AFLAC REIMB	AFLAC REIMB	37.72
Check	09/10/2015	72491	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		3,435.26
		Invoice	Date	Description		Amount
		CS 090415	09/09/2015	CS PPE 09042015		3,435.26
Check	09/10/2015	72492	Accounts Payable	UNITED WAY OF YUMA COUNTY INC.		33.00
		Invoice	Date	Description		Amount
		2016-00000238	09/09/2015	705 - UNITED WAY		33.00
Check	09/10/2015	72493	Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF		620.50
		Invoice	Date	Description		Amount
		2016-00000240	09/09/2015	543 - IAFF- FIRE DEPT		620.50
Check	09/10/2015	72494	Accounts Payable	ZIONS FIRST NATIONAL BANK		85.00
		Invoice	Date	Description		Amount
		2016-00000239	09/09/2015	533 - GARNISHMENT		85.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 13		\$37,720.08
Checks:		13		\$37,720.08		

Prepared By:
Maggie Dominguez
Date: *Maggie*
9/10/15

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/10/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	09/10/2015	72482	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE		188.41
		Invoice	Date	Description		Amount
		GARN JS 09042015	09/09/2015	GARN JS 09042015		188.41
Check	09/10/2015	72483	Accounts Payable	BURSEY & ASSOCIATES, P.C.		80.13
		Invoice	Date	Description		Amount
		2016-00000234	09/09/2015	711 - GARNISHMENT		80.13
Check	09/10/2015	72484	Accounts Payable	FOP/ALC		236.00
		Invoice	Date	Description		Amount
		2016-00000235	09/09/2015	714 - FOP/ALC		236.00
Check	09/10/2015	72485	Accounts Payable	INTERNAL REVENUE SERVICE		50.00
		Invoice	Date	Description		Amount
		2016-00000236	09/09/2015	711 - GARNISHMENT		50.00
Check	09/10/2015	72486	Accounts Payable	PONCE, ADRIANA - CASDU		164.31
		Invoice	Date	Description		Amount
		CS PPE 090415 A	09/09/2015	CS PPE 09042015 A		164.31
Check	09/10/2015	72487	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		947.89
		Invoice	Date	Description		Amount
		ALT PSPRS 090420	09/09/2015	ALT PSPRS 09042015		947.89
Check	09/10/2015	72488	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		31,496.86
		Invoice	Date	Description		Amount
		PSPRS PPE 090415	09/09/2015	PSPRS PPE 090415		31,496.86
Check	09/10/2015	72489	Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC		345.00
		Invoice	Date	Description		Amount
		2016-00000237	09/09/2015	539 - ASK COPS - SLPD		345.00
Check	09/10/2015	72490	Accounts Payable	SILVA , FRANCISCO		37.72
		Invoice	Date	Description		Amount

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/10/2015

Schedule J
 Transaction
 Amount

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable					
Check	09/10/2015	72495 Utility Management Refund	DIAZ , PEDRO & LORETO		256.76
		Account Type	Account Number	Transaction Date	Transaction Type
		Residential	3046-003	09/01/2015	Refund - Account Credit
Check	09/10/2015	72496 Utility Management Refund	MERAZ , MARISOL		10.69
		Account Type	Account Number	Transaction Date	Transaction Type
		Residential	12216-003	09/09/2015	Refund - Account Credit
1BYPAYABLE 1st BY Accounts Payable Totals:			Transactions: 2		\$267.45
Checks:	2	\$267.45			

Prepared By:
Maggie Dominguez
Date: *9/10/2015*

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/10/2015

Schulze K

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		SABORI 091215		09/10/2015	TRAVEL - NWS-LOGOS CUSTOMER CONFERENCE	186.00
Check	09/10/2015	72515	Accounts Payable	SANCHEZ, GERARDO		59.00
		Invoice		Date	Description	Amount
		SANCHEZ 091315		09/10/2015	TRAVEL - SWEARING IN CEREMONY FOR SONORA GOVERNOR	59.00
Check	09/10/2015	72516	Accounts Payable	TORRES, JENNY		150.00
		Invoice		Date	Description	Amount
		TORRES 091615		09/10/2015	TRAVEL - ICSC WESTERN CONFERENCE	150.00
Check	09/10/2015	72517	Accounts Payable	VASQUEZ, JOSE		327.00
		Invoice		Date	Description	Amount
		VASQUEZ 091215		09/10/2015	TRAVEL - 2015 NPCA NATIONAL SEMINAR	327.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 21		\$3,747.89
Checks:		21				\$3,747.89

Prepared By:
Maggie Dominguez
 Date: *9/10/15*

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 09/10/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	09/10/2015	72497	Accounts Payable	ALVAREZ, MIGUEL		327.00
	Invoice		Date	Description		Amount
		ALVAREZ 091315	09/10/2015	TRAVEL - PHYSICAL TRAINING INSTRUCTOR SCHOOL		327.00
Check	09/10/2015	72498	Accounts Payable	CASTILLO , DANIA		150.00
	Invoice		Date	Description		Amount
		CASTILLO 091615	09/10/2015	TRAVEL - ICSC WESTERN CONFERENCE		150.00
Check	09/10/2015	72499	Accounts Payable	CIFUENTES, ANGELICA		76.00
	Invoice		Date	Description		Amount
		CIFUENTES 091415	09/10/2015	TRAVEL - NOTARY WORKSHOP AT ASC		76.00
Check	09/10/2015	72500	Accounts Payable	CORNELIO , SONIA		76.00
	Invoice		Date	Description		Amount
		CORNELIO 091415	09/10/2015	TRAVEL - NOTARY WORKSHOP AT ASC		76.00
Check	09/10/2015	72501	Accounts Payable	EVANGELISTA, LILIANA		186.00
	Invoice		Date	Description		Amount
		EVANGELISTA91215	09/10/2015	TRAVEL - NWS-LOGOS CUSTOMER CONFERENCE		186.00
Check	09/10/2015	72502	Accounts Payable	GALVAN , AURELIO JR		327.00
	Invoice		Date	Description		Amount
		GALVAN 091215	09/10/2015	TRAVEL - 2015 NPCA NATIONAL SEMINAR		327.00
Check	09/10/2015	72503	Accounts Payable	HERNANDEZ , SHANELL		327.00
	Invoice		Date	Description		Amount
		HERNANDEZ 091315	09/10/2015	TRAVEL - PUBLIC SAFETY DISPATCHER BASIC TRAINING		327.00
Check	09/10/2015	72504	Accounts Payable	HERRERA , MARTIN		66.39
	Invoice		Date	Description		Amount
		HERRERA 091015	09/10/2015	REIMBURSEMENT - STEEL TOE BOOTS		66.39
Check	09/10/2015	72505	Accounts Payable	JIMENEZ , MARTHA		186.00
	Invoice		Date	Description		Amount

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 09/10/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		JIMENEZ 091215		09/10/2015	TRAVEL - NWS-LOGOS CUSTOMER CONFERENCE	186.00
Check	09/10/2015	72506	Accounts Payable	LEON, LAURA		186.00
		Invoice		Date	Description	Amount
		LEON 091215		09/10/2015	TRAVEL - NWS-LOGOS CUSTOMER CONFERENCE	186.00
Check	09/10/2015	72507	Accounts Payable	MILLER, DAMIAN		327.00
		Invoice		Date	Description	Amount
		MILLER 091215		09/10/2015	TRAVEL - 2015 NPCA NATIONAL SEMINAR	327.00
Check	09/10/2015	72508	Accounts Payable	PACHECO, ROMAN		186.00
		Invoice		Date	Description	Amount
		PACHECO 091215		09/10/2015	TRAVEL - NWS-LOGOS CUSTOMER CONFERENCE	186.00
Check	09/10/2015	72509	Accounts Payable	PAZ, DANIEL		102.50
		Invoice		Date	Description	Amount
		PAZ 091215		09/10/2015	TRAVEL - NWS-LOGOS CUSTOMER CONFERENCE	102.50
Check	09/10/2015	72510	Accounts Payable	RAMIREZ , KASSANDRA		186.00
		Invoice		Date	Description	Amount
		RAMIREZ 091215		09/10/2015	TRAVEL - NWS-LOGOS CUSTOMER CONFERENCE	186.00
Check	09/10/2015	72511	Accounts Payable	ROJAS, MANUEL		108.00
		Invoice		Date	Description	Amount
		ROJAS 090915		09/10/2015	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM	108.00
Check	09/10/2015	72512	Accounts Payable	ROSALES , MATIAS		59.00
		Invoice		Date	Description	Amount
		ROSALES 091315		09/10/2015	TRAVEL - SWEARING IN CEREMONY FOR SONORA GOVERNOR	59.00
Check	09/10/2015	72513	Accounts Payable	ROSALES , MATIAS		150.00
		Invoice		Date	Description	Amount
		ROSALES 091615		09/10/2015	TRAVEL - ICSC WESTERN CONFERENCE	150.00
Check	09/10/2015	72514	Accounts Payable	SABORI, MARIA		186.00
		Invoice		Date	Description	Amount

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 09/10/2015

Schedule L
 Transaction Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	271674			08/03/2015	PURCHASE OF SPRINKLERS & COUPLING FOR IRRIGATION SYSTEM MAINTENA	66.70
	271604			07/31/2015	PURCHASE OF SPRINKLERS & COUPLING FOR IRRIGATION SYSTEM MAINTENA	33.16
	271603			07/31/2015	PURCHASE OF SPRINKLERS & COUPLING FOR IRRIGATION SYSTEM MAINTENA	492.84
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 21		\$86,196.07
Checks:	21				\$86,196.07	

Prepared By:
Maggie Dominguez
 Date: *Maggie D.*
9/10/15

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 09/10/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	09/10/2015	72518	Accounts Payable	ARIZONA STATE TREASURER		31,644.51
	Invoice		Date	Description		Amount
		2016-00000242	09/10/2015	FUNDS COLLECTED FOR AUGUST 2015		31,644.51
Check	09/10/2015	72519	Accounts Payable	ARIZONA SUPREME COURT		9,750.00
	Invoice		Date	Description		Amount
		2016-00001234	08/04/2015	LEASE/STATE EQUIPMENT SLMC		9,750.00
Check	09/10/2015	72520	Accounts Payable	BLT READY MIX CONCRETE LLC		3,402.72
	Invoice		Date	Description		Amount
		654870	08/05/2015	MATERIAL (CONCRETE) TO REPAIR SIDEWALKS CITYWIDE		373.10
		654924	08/07/2015	MATERIAL (CONCRETE) TO REPAIR SIDEWALKS CITYWIDE		466.37
		654978	08/11/2015	MATERIAL (CONCRETE) TO REPAIR SIDEWALKS CITYWIDE		466.37
		655011	08/12/2015	MATERIAL (CONCRETE) TO REPAIR SIDEWALKS CITYWIDE		604.49
		655082	08/14/2015	MATERIAL (CONCRETE) TO REPAIR SIDEWALKS CITYWIDE		652.92
		655155	08/19/2015	MATERIAL (CONCRETE) TO REPAIR SIDEWALKS CITYWIDE		373.10
		655275	08/25/2015	MATERIAL (CONCRETE) TO REPAIR SIDEWALKS CITYWIDE		466.37
Check	09/10/2015	72521	Accounts Payable	CASTRO , GENOVEVA		50.00
	Invoice		Date	Description		Amount
		1842	09/10/2015	REIMBURSEMENT - POOL RESERVATION DEPOSIT		50.00
Check	09/10/2015	72522	Accounts Payable	CENTURYLINK		71.63
	Invoice		Date	Description		Amount
		2016-00000248	09/10/2015	LONG DISTANCE PHONE SERVICE - JULY 2015		71.63
Check	09/10/2015	72523	Accounts Payable	CENTURYLINK		3,946.58
	Invoice		Date	Description		Amount
		2016-00000246	09/10/2015	LOCAL PHONE SERVICE - AUGUST 2015		3,946.58
Check	09/10/2015	72524	Accounts Payable	COMITE DE BIENESTAR INC		113.12
	Invoice		Date	Description		Amount
		1057	08/25/2015	REIMBURSEMENT-VISION GROUP MEETING-8/12/2015		113.12
Check	09/10/2015	72525	Accounts Payable	DESERT WATER		535.04

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 09/10/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Date	Description	Amount
		386211		07/31/2015	PURCHASE OF WATER FOR PARKS & YOUTH CENTER EMPLOYEES & MEMBERS	11.12
		1360521201		07/31/2015	PURCHASE OF WATER FOR PARKS & YOUTH CENTER EMPLOYEES & MEMBERS	87.36
		60079		07/30/2015	PURCHASE OF WATER FOR PARKS & YOUTH CENTER EMPLOYEES & MEMBERS	39.85
		59972		07/21/2015	PURCHASE OF WATER FOR PARKS & YOUTH CENTER EMPLOYEES & MEMBERS	37.64
		000846		07/20/2015	PURCHASE OF WATER FOR PARKS & YOUTH CENTER EMPLOYEES & MEMBERS	80.08
		59793		07/07/2015	PURCHASE OF WATER FOR PARKS & YOUTH CENTER EMPLOYEES & MEMBERS	27.70
		1360518702		07/06/2015	PURCHASE OF WATER FOR PARKS & YOUTH CENTER EMPLOYEES & MEMBERS	87.34
		60042		07/28/2015	BULK DRINKING WATER FOR VARIOUS DEPTS	42.13
		59974		07/21/2015	BULK DRINKING WATER FOR VARIOUS DEPTS	44.30
		59721		07/14/2015	BULK DRINKING WATER FOR VARIOUS DEPTS	44.30
		59794		07/07/2015	BULK DRINKING WATER FOR VARIOUS DEPTS	33.22
Check	09/10/2015	72526	Accounts Payable	GUZMAN , FRANCISCA		50.00
	Invoice			Date	Description	Amount
		16/2015		08/26/2015	TRANSLATING SERVICES FOR COUNCIL MEETING - 081215	50.00
Check	09/10/2015	72527	Accounts Payable	LANDEY , ELISA		548.00
	Invoice			Date	Description	Amount
		201400509		09/10/2015	BOND REFUND	548.00
Check	09/10/2015	72528	Accounts Payable	MCNEECE BROS. OIL COMPANY, INC		25,645.61
	Invoice			Date	Description	Amount
		830340		08/31/2015	FUEL FOR CITY VEHICLES - AUG 2015	25,645.61
Check	09/10/2015	72529	Accounts Payable	RAMON MOSQUEDA		206.50
	Invoice			Date	Description	Amount
		4768		08/29/2015	LOGO FOR PARKS EMPLOYEES UNIFORMS	76.42
		4763		08/28/2015	HATS FOR PARKS EMPLOYEES UNIFORMS	130.08
Check	09/10/2015	72530	Accounts Payable	SAN LUIS CHAMBER OF COMMERCE		600.00

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 09/10/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
		2016-00000245	09/10/2015	CITY OF SAN LUIS MEMBERSHIP		600.00
Check	09/10/2015	72531	Accounts Payable	SILLAS , JESUS A		302.40
	Invoice		Date	Description		Amount
		2016-00000241	09/10/2015	TUITION REIMBURSEMENT		302.40
Check	09/10/2015	72532	Accounts Payable	SUN RENTAL AND SALES INC.		499.78
	Invoice		Date	Description		Amount
		164274	08/10/2015	RENTED LOADER LANDSCAPER FOR LOS ALAMOS MAINTENANCE		499.78
Check	09/10/2015	72533	Accounts Payable	VALLEY OF THE SUN		200.00
	Invoice		Date	Description		Amount
		1	08/28/2015	FITNESS PRESENTATIONS - JULY/AUG 2015		200.00
Check	09/10/2015	72534	Accounts Payable	VILLALOBOS , ANGELICA		50.00
	Invoice		Date	Description		Amount
		2016-00000249	09/10/2015	REIMBURSEMENT - POOL RESERVATION DEPOSIT		50.00
Check	09/10/2015	72535	Accounts Payable	WATERS & COMPANY INC		7,050.00
	Invoice		Date	Description		Amount
		012117.100-1	08/31/2015	CHIEF OF POLICE RECRUITMENT SERVICES		7,050.00
Check	09/10/2015	72536	Accounts Payable	YUMA COUNTY ADULT DETENTION CENTER		124.90
	Invoice		Date	Description		Amount
		2016-00000243	09/10/2015	INCARCERATION FEES COLLECTED FOR AUGUST 2015		124.90
Check	09/10/2015	72537	Accounts Payable	YUMA COUNTY TREASURER		168.58
	Invoice		Date	Description		Amount
		2016-00000244	09/10/2015	FUNDS COLLECTED FOR AUGUST 2015		168.58
Check	09/10/2015	72538	Accounts Payable	YUMA NURSERY SUPPLY		1,236.70
	Invoice		Date	Description		Amount
		272491	08/25/2015	PURCHASE OF SPRINKLERS & COUPLING FOR IRRIGATION SYSTEM MAINTENA		298.13
		272076	08/13/2015	PURCHASE OF SPRINKLERS & COUPLING FOR IRRIGATION SYSTEM MAINTENA		345.87



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. C.

Meeting Date: 09/23/2015

Department Head: Sonia Cornelio, City Clerk, Office of the City Clerk

Submitted By: Kay Macuil, Assistant City Attorney, Attorney's Office

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any an all matters regarding Resolution No. 1112. A resolution of the Mayor and Council of the City of San Luis, Arizona to designate official places for posting the City's Public Notices. **(Sonia Cornelio, City Clerk)**

SUMMARY:

The last time the City Council acted on the officially designated posting places for the City's public notices was in July of 2006. Currently the official posting places are:

San Luis City Hall,
San Luis Police Station, and
The Fernando Padilla Cultural Center.

In addition, the City has been posting public notices on the City's website. State statutes are starting to require postings of public notices on the Cities' websites. In order to up-date the City's posting practices, Staff recommends adding the City's website as another official posting place.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1112.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: N/A

FISCAL IMPACT STATEMENT:

There is no fiscal impact associated with this item.

Attachments

Resolution 1112



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 1112

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO DESIGNATE OFFICIAL PLACES FOR POSTING THE CITY'S PUBLIC NOTICES.

BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: The following posting places are hereby confirmed and designated as the only official posting places for the City of San Luis, Arizona public notices;

1. San Luis City Hall, at 1090 East Union Street, San Luis, Arizona;
2. San Luis Police Department, at 1030 East Union Street, San Luis Arizona;
3. Fernando Padilla Community Center, and
4. The City of San Luis website www.cityofsanluis.org.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this _____ day of _____, 2015.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 09/23/2015

Department Head: Ketié St. Louis, Finance Director, Finance Department

Submitted By: Ketié St. Louis, Finance Director, Finance Department

Action Requested: Motion

ITEM:

Discussion and possible action to approve and authorize the transfer of funds from Council Contingencies to the general non-departmental section to cover an unexpected invoice regarding the interagency agreement with the Arizona Department of Revenue (AZDOR). **(Ketié St. Louis, Director of the Finance Department)**

SUMMARY:

In accordance with ARS §42-6001, the Arizona Department of Revenue(AZDOR) is currently providing collection and administration of "Privilege Excise Taxes" to the majority of cities, with anticipated conversion for the remaining 15 cities, within the State of Arizona and is seeking reimbursement for the services they provide under Chapter 323 of House Bill 2617 . Attached to this Agenda Item is the invoice and an e-mail of explanation from AZDOR.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE TRANSFER OF FUNDS FROM COUNCIL CONTINGENCIES TO GENERAL NON-DEPARTMENTAL SECTION TO COVER THE INVOICE FROM THE ARIZONA DEPARTMENT OF REVENUE AS PRESENTED.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

Department

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: City

TOTAL: \$60,700.00

BUDGETED: No

AVAILABLE TO TRANSFER: \$250,000

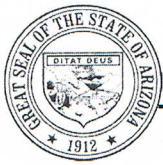
ACCOUNT #/REMAINING BALANCE: 100-110-81000

FISCAL IMPACT STATEMENT:

Transfer of funds from Council contingencies line 100-110-81000 to non-departmental line 100-999-80000.

Attachments

Invoice 7-31-15



STATE OF ARIZONA
Arizona Department of Revenue

Douglas A. Ducey
Governor

David Raber
Director

INVOICE

Ketie St. Louis
Finance Director
PO Box 1170
San Luis, AZ 85349

Invoice No. 2016-164
Date: 7/31/2015
Due By: 9/30/2015

Description	Assessment Amount
Administration and Collections Assessment Fee FOR YOUR RECORDS Fees assessed pursuant to Laws 2015, Chapter 323, HB2617.	\$60,617.35
	Total Due \$60,617.35

Remit payment to:
Arizona Department of Revenue
PO Box 29099
Phoenix, Arizona 85038-9099

Make checks payable to: Arizona Department of Revenue

Please return this invoice with payment using the enclosed envelope.
For questions, please contact Elaine Smith at
ESmith@azdor.gov or 602-716-6924.

Ketie St. Louis

From: Lee Grafstrom <lgrafstrom@azleague.org>
Sent: Friday, July 31, 2015 1:11 PM
Subject: Payments to ADOR per the State Budget and MOU/IGA Questions

Importance: High

Follow Up Flag: Flag for follow up

Flag Status: Flagged

Greetings City/Town Managers, Finance Directors, Intergovs, and UAC members,

Today the Department of Revenue is sending out the invoices required by the State budget to each city and town. All cities and towns will be charged an amount that goes to DOR for the Department's operation funding. The 15 non-program cities will also be separately invoiced \$0.76 per population which goes to the DOR fund that supports their IT costs.

As we have discussed in the past, these amounts are due and payable not later than September 30, 2016, and the payments need to be sent to the DOR address provided with the invoice. Any amount that is not paid by September 30 will be taken out of the city or town's next Shared Revenue payment from DOR. The League strongly urges you to pay the invoices in full on or before September 30 and DO NOT allow it to be taken from Shared Revenue.

We are trying to maintain a clear separation between these payments for DOR services and our Shared Revenues. We DO NOT want to create any precedent or even give the impression that in some cases we are willing to let the State take ANY amount from Shared Revenues. If we let it go here, the next one is just that much harder to defend and eventually it gets harder to argue against reducing the shared percentages.

If you have questions regarding the payment, please let me know.

Turning to the MOU, based on the early questions I've been receiving, I'd like to take a moment to expand on and hopefully clarify some of the changes that are taking place, particularly for the Program cities that may not have been as closely in touch with the changes needed for DOR to take over administration for the current Non-program cities.

First, the MOU has nothing to do with the IGA. They are two separate agreements that address two different issues. You should not be combining them into a single document. One does not override the other or make the other one meaningless.

The IGA with DOR has always been required by statute for all cities. In the 2013 bill that created TPT Simplification, certain issues were required to be included in the IGA that were never in the previous agreements, so all cities needed a new IGA. In early 2014, the League and some city representatives began negotiating a new deal with DOR, which actually turned out much better for all cities and towns than any of the old IGAs. This agreement covers the big issues like audit, taxpayer confidentiality and the exchange of information between the State and the cities and towns. What DOR would not agree to include in the IGA were any standards or minimum performance measures we could use to hold DOR responsible for improving their service level to the cities and towns.

Earlier this year when the State budget called for local jurisdictions to reimburse DOR for the services they provide, one of the conditions we required was that DOR had to agree to an MOU that covered performance expectations. In this way, the payment being coupled with the MOU further indicated a vendor/customer relationship between DOR and

cities and towns, where each side receives something - a critical factor to avoid a Prop 108 issue. Granted, the MOU does not impose penalties for failing to meet the minimum requirements, however it does make DOR track their performance and regularly report the statistics to cities and towns. In the event DOR doesn't meet the expectations, we believe we can use those reports to support increasing resources for the Department to bring them up to the standards, or as a means of demonstrating that we should not continue paying for DOR's services going forward.

Hopefully, this information helps with everyone's understanding of the many changes that are in the works. AS always, if you any question about any of this transition, please do not hesitate to contact me. I will happily go over these issues to the extent necessary for everyone to be comfortable with all of the things that are happening.

Thank you,
Lee Grafstrom
Tax Policy Analyst
League of Arizona Cities and Towns
1820 W Washington St.
Phoenix, AZ 85007-3208
602-258-5786 Office
480-510-4392 Cell
www.azleague.org



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 09/23/2015

Department Head: Glenn Gimbut, City Attorney, Attorney's Office

Submitted By: Kay Macuil, Assistant City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action for a City Attorney contract starting October 16, 2015. **(Steve Coleman with Pierce Coleman, PLLC, Legal Counsel by telephone)**

SUMMARY:

The current contract for City Attorney expires October 15, 2015. The proposed contract for Kay Macuil has been reviewed and approved by special legal counsel at the firm of Pierce Coleman.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT FOR CITY ATTORNEY IN THE FORM PRESENTED.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: City

TOTAL: \$33,500.00

BUDGETED: Yes

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: \$236,574.00

FISCAL IMPACT STATEMENT:

Account #100-117-50000 City Attorney Salaries.

Attachments

Employment Agreement-Kay Macuil 9/23/2015

EMPLOYMENT AGREEMENT

This agreement is made this _____ day of _____, 2015, at the City of San Luis, County of Yuma, State of Arizona, between The City of San Luis, Arizona, ("City"), a municipal corporation of the State of Arizona, 1090 E. Union Street., San Luis, Arizona, and Kay Macuil, referred to in this agreement as "City Attorney."

SECTION I

TERM AND NATURE OF EMPLOYMENT

The City Attorney enters into the employment of the employer as the City Attorney of the City of San Luis, Arizona beginning on the 16th day of October, 2015 and shall continue to serve at the pleasure of the City Council of the City of San Luis.

SECTION II

DEVOTION OF FULL TIME TO BUSINESS

The City Attorney shall devote the whole of her time, attention, and energies to the performance of her duties as the City Attorney of the City of San Luis, Arizona.

SECTION III

DUTIES

The City Attorney shall represent the City in its legal affairs and provide legal advice and counsel to the City of San Luis. She shall supervise all other attorneys working for or otherwise representing the City of San Luis in its legal affairs, subject to the direction and control of the City Council of the City of San Luis, and perform the duties of the office of City Attorney as set forth in the ordinances and Code of the City of San Luis, Arizona as well as the functions and duties specified in the applicable Arizona Statutes. The City Attorney shall serve the City diligently and according to her best professional and personal abilities in all respects, and generally do all things for the best interests of the City that is usually done by persons occupying her position as the chief legal officer of a political subdivision.

SECTION IV

RATE OF COMPENSATION

A. The salary of the City Attorney shall be an annual base salary of \$105,000.00 payable biweekly effective October 16, 2015.

B. The salary of the City Attorney shall be adjusted to the annual base salary of \$115,000.00 payable biweekly beginning October 16, 2016, and shall be increased to the annual base salary of

\$125,000.00 payable biweekly beginning October 16, 2017.

C. During the term of this agreement, the City Attorney shall accrue vacation time and shall accrue sick time at the rate as provided for employees of the City in accordance with the Personnel Policies of the City of San Luis. Any accrued vacation and sick time City Attorney earned prior to October 16, 2015 shall be credited and carried over into this agreement.

D. The Council may review, evaluate, and complete the evaluation of the performance of the City Attorney from time to time during the term of this agreement. The structure and timing of such review and evaluation, as well as any adjustment in base salary or other compensation, other than as provided above, shall be in the sole discretion of the City Council.

E. The Council agrees to budget and pay for the professional dues and subscriptions of the City Attorney as the Council deems necessary for her continuation and participation in national, regional, state and local associations and organizations necessary for her continued professional participation, growth and advancement, and for the good of the City. The Council agrees to budget and to pay for the travel and subsistence expenses of City Attorney to annually attend the National Conference of the International Municipal Lawyers Association and other short courses, institutes, seminars, and conferences as the Council deems appropriate and that is necessary for her professional development and for the good of the City.

F. Unless otherwise stated herein, City Attorney shall be entitled to all other employment benefits provided for employees of the City which are not specifically mentioned herein, including, but not limited to health insurance and participation in an employee retirement system and, beginning after June 30, 2018, any cost of living adjustments made to employee's compensation.

G. It is recognized by the Council that City Attorney must devote the time necessary to her duties involving both normal office hours and time outside these hours. The taking of personal time off should be in line with this premise, and rests in the discretion of City Attorney.

SECTION V

TERMINATION OF EMPLOYMENT

A. The City Council may terminate this agreement at any time upon the giving of at least thirty (30) days written notice to City Attorney, unless the parties otherwise agree.

B. City Attorney may resign from her employment at any time upon the giving of at least thirty (30) days written notice to the Mayor and Council, unless the parties otherwise agree.

C. Upon termination, in addition to any other rights to compensation or benefits to which City Attorney may have under this agreement or law, City Attorney shall be paid her accumulated vacation and sick time based upon the rate of salary as of the date of termination.

D. Upon termination by the City, in addition to subsections A through C above, City

Attorney shall be entitled to severance pay equal to three months of salary, with an additional month of salary for every year of service, said amount to be capped at and not to exceed a total of six months of salary, based upon the rate of salary as of the date of termination. In the event City Attorney is terminated because of a conviction relating to any felony or loss of license to practice law in the State of Arizona, Council shall have no obligation to make any extra payment pursuant to this subsection except for City Attorney's accrued salary, vacation, and sick leave as provided in subsection C above. City Council reserves the right to suspend any severance pay payment pursuant to this subsection during any proceedings while felony charges are pending or which would result in the loss of a license to practice law in the State of Arizona.

SECTION VI

CONTRACT TERMS TO BE EXCLUSIVE

This written agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement nor any representations inducing its execution and delivery except such representations as are specifically set forth in this writing and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.

SECTION VII

WAIVER OR MODIFICATION INEFFECTIVE

UNLESS IN WRITING

It is agreed that no waiver or modification of this agreement or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

SECTION VIII

CONTRACT GOVERNED BY LAW OF

STATE OF ARIZONA

A. The parties agree that it is their intention and covenant that this agreement and performance under it and all suits and special proceedings relating to it be construed in

accordance with and under and pursuant to the laws of the State of Arizona and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Arizona shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

B. In the event that the City adopts as a policy a program of settling employment claims or suits by binding arbitration, and adopts a form of agreement for new employees to sign during the course of this agreement, City Attorney agrees to sign said agreement and be bound by the same.

C. This agreement shall be subject to the cancellation provisions of ARS §38-511.

In witness whereof, the City of San Luis, Arizona has caused this agreement to be signed and executed on its behalf by its Mayor and duly attested to by its Deputy Clerk, and Kay Macuil, City Attorney, has signed and executed this agreement at 1090 E. Union Street, San Luis, Arizona on the _____ day of _____ 2015.

Kay Macuil, City Attorney

Gerardo Sanchez, Mayor

Attest:

Sonia Cornelio, Clerk

Approved as to form:

Special Counsel



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. C.

Meeting Date: 09/23/2015

Department Head: Eulogio Vera, Public Works Director, Public Works Department

Submitted By: Kay Macuil, Assistant City Attorney, Attorney's Office

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1111. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the First Amendment to the Intergovernmental Agreement with the County of Yuma regarding payment obligations for Construction of Roadway on County 25th Street – Avenue E to Avenue D. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

Back ground:

The City of San Luis, Arizona approved an Intergovernmental Agreement (IGA) between the City of San Luis and the County of Yuma for Roadway Construction on County 25th Street – Avenue E to Avenue D which was recorded with the Yuma County Recorder's Office on October 25, 2013. Under the IGA the City of San Luis financial obligation is \$175,000.00 which was contemplated to be 50% of the cost to build the road. There were cost overruns to build the road but the County agreed to hold the expense for San Luis at \$175,000.00. This is because at the time it was understood that a private developer was planning to install a water line in the same area of County 25th Street – Avenue E to D but the private developer did not do so. The City of San Luis at its own expense installed the water line in the same area of County 25th Street – Avenue E to D. As the area develops, the City will be recuperating the expense of the water line through assessments already approved by Council..

Staff recommends approval through Resolution 1111 of an amendment to the IGA clarifying that the City of San Luis is not responsible for the cost overrun for construction of the road.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION 1111 APPROVING THE FIRST AMENDMENT TO THE IGA FOR CONSTRUCTION OF COUNTY 25TH STREET - AVENUE E TO D.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: 0
BUDGETED: N/A
AVAILABLE TO TRANSFER: No transfer needed.
ACCOUNT #/REMAINING BALANCE: N/A
FISCAL IMPACT STATEMENT:

This amendment to the IGA regarding County 25th Street is to clarify that the County is in agreement that San Luis will not be responsible for cost over-runs and is only held to the amount it has already paid and originally agreed to pay, specifically \$175,000.00.

Attachments

Resolution 1111

IGA-First Amendment

IGA Co. 25th



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 1111

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF YUMA REGARDING PAYMENT OBLIGATIONS FOR CONSTRUCTION OF ROADWAY ON COUNTY 25TH STREET -AVENUE E TO AVENUE D.

WHEREAS, the City of San Luis, Arizona approved an Intergovernmental Agreement between the City of San Luis and the County of Yuma for Roadway Construction on County 25th Street – Avenue E to Avenue D which was recorded with the Yuma County Recorder’s Office on October 25, 2013 under Recorder’s Number 2013-29285 (referred to below as the “IGA”); and

WHEREAS, under the IGA the City of San Luis financial obligation is \$175,000.00 which it has paid in full; and

WHEREAS, under the IGA the obligation of \$175,000.00 was contemplated to be 50% of the cost to build the road; and

WHEREAS, there were cost overruns to build the road; and

WHEREAS, it was understood that a private developer was planning to install a water line in the same area of County 25th Street – Avenue E to D but the private developer did not do so.; and

WHEREAS, the City of San Luis at its own expense installed the water line in the same area of County 25th Street – Avenue E to D; and

WHEREAS, in light of the contribution of the water line to the infrastructure by the City of San Luis, the parties to the IGA have agreed to amend the IGA holding the financial contribution to the road construction to \$175,000.00.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of San Luis as follows:

Section 1: Approve the Intergovernmental Agreement between the City of San Luis and the County of Yuma for Roadway Construction on County 25th Street – Avenue E to Avenue D First Amendment.

Section 2: In the event of a conflict between the provisions of this resolution and any other resolution, ordinance, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this resolution shall govern.

Section 3: If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this ____ day of September, 2015.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM

Sonia Cornelio, City Clerk

Glenn J. Gimbut, City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SAN LUIS AND THE COUNTY OF YUMA
FOR ROADWAY CONSTRUCTION ON
COUNTY 25th STREET – AVENUE E TO AVENUE D
FIRST AMENDMENT**

This First Amendment is to amend the County 25th Street Intergovernmental Agreement executed on the 21st day of October, 2013.

RECITALS

WHEREAS, the County is empowered by Arizona Revised Statutes [A.R.S.] § 11-251 and § 28-601 et seq. to maintain, control and manage public roads within the County and ARS § 11-951 et seq. provides that the County may enter into intergovernmental agreements for the provisions of joint or cooperative action and the City is empowered by ARS § 11-951 et seq. and the San Luis City Charter, to enter into this Agreement; and

WHEREAS, a public need exists for the improvement of the existing road to a two lane asphaltic roadway on County 25th Street, between Avenue E and Avenue D, hereafter referred to as the "PROJECT", within the County and within the City limits of the City of San Luis; and

WHEREAS, the final estimated construction cost of the Project is now \$441,168; and

WHEREAS, the cost of construction has exceeded the original estimate and the City and County desire to modify the payment terms; and

WHEREAS, Section 13 of the aforementioned Agreement allows for signed, written modification of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend the Agreement as follows:

1. SECTION 3. OBLIGATIONS OF THE PARTIES is hereby modified as follows:
 - A. COUNTY OBLIGATIONS.
 3. The County will be responsible for all costs exceeding the City's share.
 - B. CITY'S OBLIGATIONS.
 1. The City will be responsible for \$175,000 of the total project cost.
2. SECTION 18. OWNERSHIP AND MAINTENANCE is hereby added as follows:

Upon completion of the Project, the City will be responsible for the improvements within City Limits and shall provide for, at its own cost, proper maintenance and/or replacement of the PROJECT improvements.

- 3. The remainder of the aforementioned Agreement is not changed by this First Amendment and remains in full force and effect.
- 4. This Amendment runs concurrently with the aforementioned agreement and prior Amendments and will terminate with the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed on the day and year last written herein below.

DATE: _____, 2015

DATE: _____, 2015

CITY OF SAN LUIS

COUNTY OF YUMA

 ROBERT A. EADS
 City Manager

 RUSSELL McCLOUD, Chairman
 Board of Supervisors

ATTEST:

ATTEST:

 SONIA CORNELIO
 City Clerk

 JAMES W. FLORY
 Interim County Administrator/Clerk of Board

Pursuant to A.R.S. § 11-952, the foregoing First Amendment to the Agreement has been submitted to the undersigned City Attorney for the City of Yuma, Arizona. The undersigned has determined that this First Amendment to the Agreement is in proper form and is within the powers and authority granted under the San Luis City Charter, and the laws of the State of Arizona to the City of San Luis:

 GLENN GIMBUT, San Luis City Attorney

Pursuant to A.R.S. § 11-952, the foregoing First Amendment to the Agreement has been submitted to the undersigned Deputy County Attorney for the County of Yuma, Arizona. The undersigned has determined that this First Amendment to the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Yuma:

JON R. SMITH, County Attorney

 EDWARD P. FEHELEY, Deputy County Attorney

PLEASE RETURN ORIGINAL DOCUMENT TO
THE BOARD OF SUPERVISORS OFFICE
ATTENTION: Yolanda Duran
928-373-1133

2013-29285 INTERGOVERNMENTAL AGREE.
10/25/2013 10:27:40 AM Pages: 6 Fees: \$0.00
Requested By: YUMA CO BD OF SUPERVISORS
Recorded By: jaguilar
Robyn Stallworth Piquette County Recorder, YUMA County AZ



REQUEST FOR RECORDATION

TYPE OF DOCUMENT:

INTERGOVERNMENTAL AGREEMENT

Between

The City of San Luis

And

The County of Yuma

FOR ROADWAY CONSTRUCTION ON
COUNTY 25TH STREET – AVENUE E to AVENUE D

DOCUMENT APPROVAL:

Adopted: October 21, 2013, Item No. C9

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SAN LUIS AND THE COUNTY OF YUMA
FOR ROADWAY CONSTRUCTION ON
COUNTY 25th STREET – AVENUE E TO AVENUE D**

This Agreement, dated as of October 21, 2013, is between the City of San Luis, Arizona, a municipal corporation of the State of Arizona ("City") and the County of Yuma, a political body ("County") pursuant to A.R.S. § 11-951 through § 11-954, as amended.

RECITALS

WHEREAS, the County is empowered by Arizona Revised Statutes [A.R.S.] § 11-251 and § 28-601 et seq. to maintain, control and manage public roads within the County and ARS § 11-951 et seq. provides that the County may enter into intergovernmental agreements for the provisions of joint or cooperative action and the City is empowered by ARS § 11-951 et seq. and the San Luis City Charter, to enter into this Agreement; and

WHEREAS, a public need exists for the improvement of the existing road to a two lane asphaltic roadway on County 25th Street, between Avenue E and Avenue D, hereafter referred to as the "PROJECT", within the County and within the City limits of the City of San Luis; and

WHEREAS, the parties have agreed that the completion of said PROJECT is essential to the public safety and welfare and desire to cooperate in the completion of said PROJECT; and

WHEREAS, it is to the mutual benefit of the City and the County to enter into an Agreement for the design, right of way acquisition and construction of the PROJECT delineated upon the map attached hereto and incorporated as Exhibit "A".

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

SECTION 1. PURPOSE The purpose of the Agreement is to provide for design documents and construction for the upgrading of the existing gravel road to a 26 foot wide paved roadway with gravel shoulders, and intersection improvement of the PROJECT for the benefit of the citizens and residents of the City and the County and the public in general.

SECTION 2. DURATION This Agreement shall become effective on the date it is adopted, approved and fully executed by both the City and the County and shall continue in force and effect until the PROJECT has been completed and accepted by the City and the County. This Intergovernmental Agreement shall be recorded in the office of the County Recorder of Yuma County, Arizona.

SECTION 3. OBLIGATIONS OF THE PARTIES

A. COUNTY OBLIGATIONS.

1. The County will enter into a professional services contract with a design consultant for this PROJECT. The County shall provide a copy of the design to the City for review and approval.
2. The County will cause the PROJECT, to be constructed in accordance with the plans and bid documents prepared by the Consultant and approved by the City.
3. The County will be responsible for 50% of the total project cost.
4. The County shall invoice the estimated City share of the engineering, right of way, and construction of the PROJECT. Upon completion of the Project, the County shall compute the total actual cost of the PROJECT to include the design, right of way, and construction. Any payments due, or credit, shall be reconciled within sixty (60) days. Any refund or additional payments shall be paid within thirty (30) days thereafter.

B. CITY'S OBLIGATIONS.

1. The City will be responsible for 50% of the total project cost.
2. The City shall reimburse the County within sixty [60] days of demand by the County. Upon the total actual cost being determined of the PROJECT, any refund or additional payments shall be paid within thirty (30) days thereafter.
3. The City shall review and provide comments/approval of all review plan submittals.

SECTION 4. DESIGN AND CONSTRUCTION ADMINISTRATION. The Roadway will be designed in accordance with State, City and County requirements. County will provide direction and approve all project requirements, process design and construction documents, as necessary.

SECTION 5. MANNER OF FINANCING. The manner of financing the joint undertaking as provided for under this Agreement shall be as hereinafter set forth. There will not be a joint budget. The City has budgeted sufficient funds for the costs required for the PROJECT design, right of way, and the construction of the PROJECT, including utility relocation subject to pre-existing rights. The estimated project cost is \$350,000. The aforementioned are Estimated Costs that will be adjusted following: the approval of the professional services contract, construction documents, right of way acquisition and upon completion of the PROJECT.

SECTION 6. RIGHT-OF-WAY ACQUISITION. If necessary, the County will cause its Consultant to provide all necessary Right of Way legal descriptions from which the County will acquire properties for the PROJECT. The County will be responsible to obtain the right-of-way.

SECTION 7. AUTHORIZATION. This Intergovernmental Agreement shall become effective upon execution by the appropriate officials of each party hereto and shall be recorded in the office of the County Recorder of Yuma County, Arizona.

SECTION 8. CONFLICT OF INTEREST. The Intergovernmental Agreement is subject to the conflict of interest provisions of the ARS § 38-511, as amended, the provisions of which are incorporated herein.

SECTION 9 TERMINATION. This Intergovernmental Agreement shall terminate upon the completion of all actions necessary with regard to the PROJECT as described herein.

SECTION 10. COMPLIANCE WITH LAW. The County and the City must comply with all Federal, State and Local Laws and Ordinances applicable to its performance under this Agreement.

SECTION 11. ATTORNEY FEES AND COSTS. If either party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs.

SECTION 12. SEVERABILITY. If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

SECTION 13. INTEGRATION. This Agreement contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the parties.

SECTION 14. NO PARTNERSHIP. Nothing in this Agreement constitutes a partnership or joint venture between the parties, and neither party is the principal or agent of the other.

SECTION 15. NOTICES. All notices or demands upon any party to this Agreement shall be in writing and all shall be delivered in person or sent by mail addressed as follows:

City of San Luis
City Engineer
P.O. Box 1170
San Luis, Arizona 85349

County of Yuma
County Engineer
2351 W. 26th Street
Yuma, Arizona 85364

SECTION 16. SUDAN/IRAN INVESTMENTS AND BUSINESS OPERATIONS. By entering into this Agreement, each party certifies to the other that it does not have, and will not have for the duration of this Agreement, scrutinized business operations in Sudan or Iran as those terms are defined in A.R.S. § 35-391 *et seq.* and § 35-393 *et seq.*.

SECTION 17. EMPLOYMENT ELIGIBILITY. Each party warrants, and shall require its subcontractors to warrant that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. The parties retain the legal right to inspect the papers of any party or subcontractor employee who works on the Agreement, to ensure that the other party or its subcontractors are complying with this warranty.

IN WITNESS WHEREOF, this instrument has been executed on the dates and year herein below.

DATE: Aug. 28, 2013


DATE: 21 Oct, 2013

CITY OF SAN LUIS

COUNTY OF YUMA



RALPH VELEZ
City Administrator



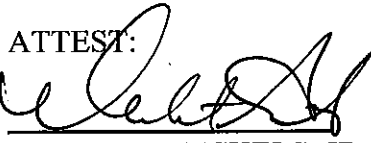
GREGORY S. FERGUSON, Chairman
Board of Supervisors

ATTEST:

ATTEST:

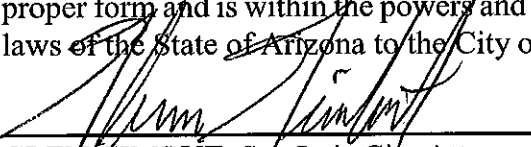


SONIA CUELLO
City Clerk




ROBERT L. PICKELS, JR.
County Administrator/Clerk of the Board

Pursuant to A.R.S. § 11-952, the foregoing Agreement has been submitted to the undersigned City Attorney for the City of ^{San} ~~San~~ ^{Luis} ~~Luis~~, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the San Luis City Charter, and the laws of the State of Arizona to the City of San Luis:



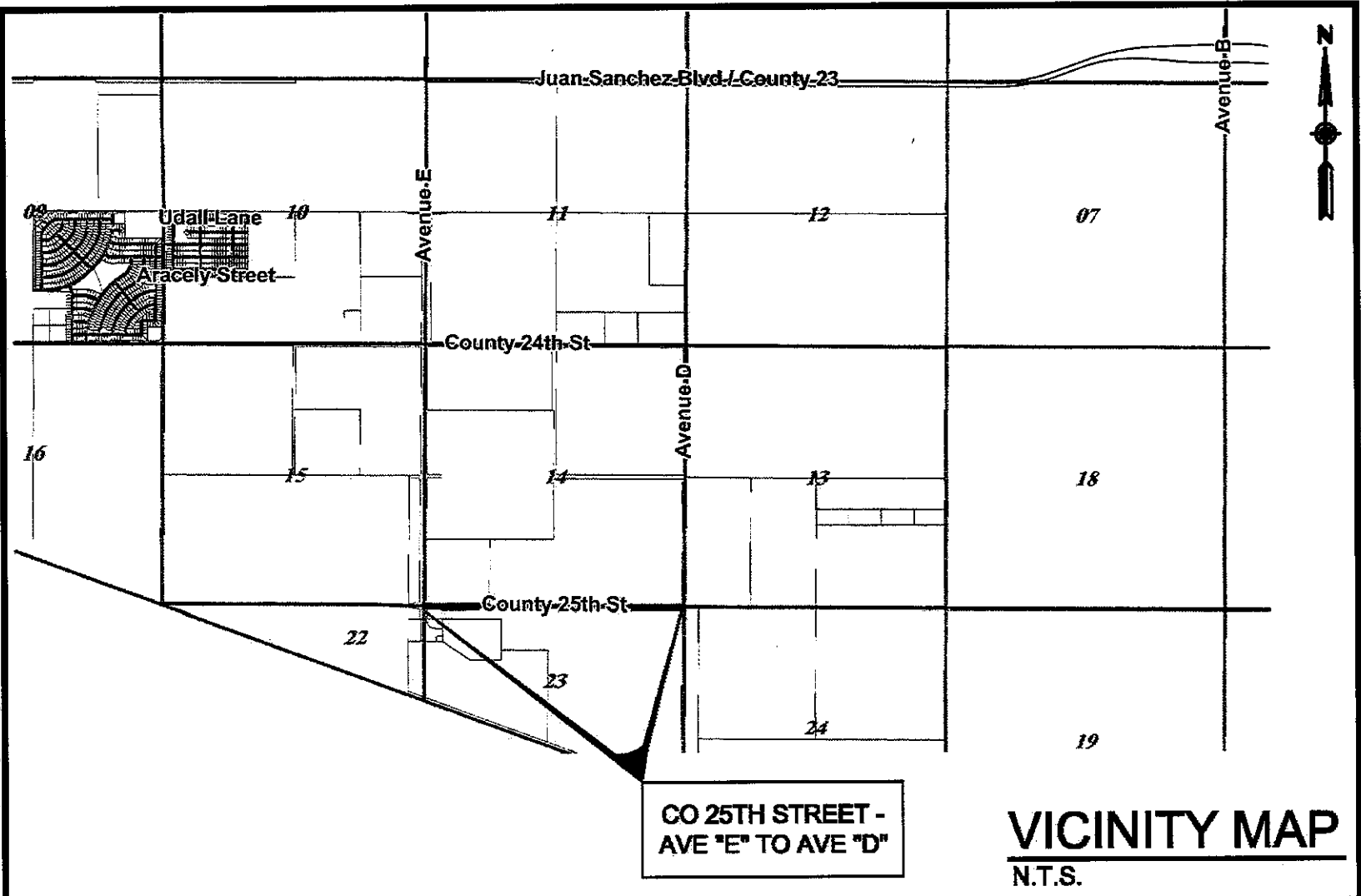
GLEN GIMBUT, San Luis City Attorney

Pursuant to A.R.S. § 11-952, the foregoing Agreement has been submitted to the undersigned Deputy County Attorney for the County of Yuma, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Yuma:

JON R. SMITH, County Attorney


EDWARD P. FEHELEY, Deputy County Attorney

EXHIBIT FOR: ROGER PATTERSON-PE, COUNTY ENGINEER
Wed, 17 Jul 2013 - 11:52am, P:\Engineering\Civil_CADD_Section\Civil\Drawg\Proj\Exhibits\Co 25th St Ave E to Ave D\Co 25th St - Ave E to Ave D.dwg



VICINITY MAP
N.T.S.



YUMA COUNTY DEPT. OF DEVELOPMENT SERVICES
CO 25TH STREET - AVENUE "E" TO AVENUE "D" OVERLAY PROJECT
EXHIBIT "A"

NOT TO SCALE

DATE: 07/17/2013 RRH



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. D.

Meeting Date: 09/23/2015

Department Head: Victor Figueroa, Acting Chief of Police, Police Department

Submitted By: Andrea Moreno, Police Administrator, Police Department

Action Requested:

ITEM:

Discussion and possible action to adopt Resolution No. 1113. A resolution of the Mayor and Council of the City of San Luis, Arizona to allow the City of San Luis Police Department to receive funding from the Governor's Office of Highway Safety for the Impaired Driver/DUI Alcohol Enforcement and STEP/Selective Traffic Enforcement projects in the amount totaling \$16,000.00. **(Victor Figueroa, Acting Chief of Police)**

SUMMARY:

The City of San Luis Police Department (SLPD) has been awarded a total of \$16,000.00 to support additional overtime and employee related expenses to enhance DUI and traffic enforcement throughout the city of San Luis.

The SLPD has been awarded \$8,000.00 for the Impaired Driver/DUI Alcohol Enforcement project under Contract No. 2016-AL-037 to support personnel services and employee related expenses to enhance DUI alcohol enforcement and education throughout the City of San Luis. Added manpower will allow the San Luis Police Department to increase its DUI task force efforts and will improve the ability to enforce DUI laws.

The SLPD has been awarded \$8,000.00 for the STEP/Selective Traffic Enforcement project under Contract No. 2016-PT-036 to support personnel services and employee related expenses to enhance speed enforcement and education throughout the City of San Luis. Added manpower under this grant will allow the San Luis Police Department to increase its police traffic efforts and will improve the ability to enforce speeding laws.

Contracts 2016-AL-037 and 2016-PT-036 are hereby attached for your review.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1113 TO ALLOW GOVERNOR'S FUNDING OF DUI AND TRAFFIC LAW ENFORCEMENT.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?:

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: Federal

TOTAL: \$16,000

BUDGETED: No

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: 250-181-50010

FISCAL IMPACT STATEMENT:

Reimbursement of \$16,000 for our Overtime Account.

Attachments

Resolution No. 1113

DUI Contract

STEP Contract



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 1113

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, TO ALLOW THE CITY OF SAN LUIS POLICE DEPARTMENT TO RECEIVE FUNDING FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR THE IMPAIRED DRIVER/DUI ALCOHOL ENFORCEMENT AND STEP/SELECTIVE TRAFFIC ENFORCEMENT PROJECTS IN THE AMOUNT TOTALING \$16,000.00.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA;

WHEREAS, in an effort to eradicate drivers under the influence, speed violators, and traffic fatalities; the San Luis Police Department is constantly seeking funding to implement special enforcement programs and equipment from the Arizona Governor's Office of Highway Safety for projects relating to all aspects of highway safety; and

WHEREAS, the Arizona Governor's Office of Highway Safety awarded the City of San Luis Police Department the amount of \$16,000.00 to support additional overtime and employee related expenses.

NOW, THEREFORE, BE IT RESOLVED by the San Luis City Council as follows:

1. THAT the San Luis Police Department be authorized to enter into a contract with the Arizona Governor's Office of Highway Safety to receive \$8,000.00 to support additional overtime and employee related expenses enhancing DUI Alcohol Enforcement under GOHS Contract No. 2016-AL-037;
2. THAT the San Luis Police Department be authorized to enter into a contract with the Arizona Governor's Office of Highway Safety to receive \$8,000.00 to support additional overtime and employee related expenses enhancing Speed Enforcement under GOHS Contract No. 2016-PT-036;
3. THAT the Mayor is hereby authorized to enter into said agreement on behalf of the City of San Luis and the Acting Chief of Police is hereby directed to take any and all actions as may be necessary to effectuate said agreement;

PASSED AND ADOPTED by the San Luis City Council, this 23th day of September, 2015.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Glenn Gimbut, City Attorney



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Acting Chief Victor Figueroa
San Luis Police Department
P.O. Box 3720
San Luis, Arizona 85349

PROJECT REFERENCE:

Contract Number: 2016-AL-037
Total Estimated Costs: \$8,000.00
Purpose of Project: DUI Enforcement Overtime

Dear Acting Chief Figueroa:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire contract as there have been significant changes throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 18) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Robert Eads, City Manager, City of San Luis, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 3030 North Central Avenue, Suite 1550, Phoenix, Arizona, 85012.

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

8-27-15

Date

Enclosures
AG: jew

HIGHWAY SAFETY CONTRACT

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

CFDA 20.600

1. APPLICANT AGENCY San Luis Police Department	GOHS CONTRACT NUMBER: 2016-AL-037
ADDRESS P.O. Box 3720, San Luis, AZ 85349	PROGRAM AREA: 402-AL
2. GOVERNMENTAL UNIT City of San Luis	AGENCY CONTACT: Andrea Moreno
ADDRESS P.O. Box 3720, San Luis, AZ 85349	3. PROJECT TITLE: DUI/Impaired Driving Enforcement
4. GUIDELINES: 402-Alcohol (AL)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of San Luis.

6. BUDGET COST CATEGORY	Project Period FFY 2016
I. Personnel Services	\$6,202.00
II. Employee Related Expenses	\$1,798.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$8,000.00

PROJECT PERIOD FROM: Effective Date (Date of GOHS Director Signature) TO: 09-30-2016

CURRENT GRANT PERIOD FROM: 10-01-2015 TO: 09-30-2016

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$8,000.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The San Luis Police Department consists of thirty-five sworn officers complemented by twenty-two civilian personnel. According to the 2013 Census estimate, the population of San Luis is approximately 32,000 residents. The City has nine elementary schools, one charter high school, one high school, four head starts, one pre-school, and a college extension campus, which adds a daily population of approximately 11,000 students. In the City of Yuma the population is 120,000 and is 24 miles north of San Luis. The City of Somerton has a population of approximately 15,000 and is 12 miles north of San Luis. San Luis's sister city of San Luis Rio Colorado, Sonora, Mexico, which is immediately south of San Luis has a population of approximately 350,000. It should be noted that San Luis Rio Colorado maintains a drinking age for 18 year olds and above, is largely under policed, and is the center of numerous bars and drinking establishments design to attract the under aged drinker.

Agency Problem:

The San Luis Police Department had an increase from 80 DUI arrests in 2012 to 138 in 2014. According to the Unites States Customs and Border Protection, the Port of Entry in San Luis, Arizona, approximately 261,429 vehicles and 272,138 pedestrians cross into the United States on a monthly basis. San Luis residents, including minors, cross into Mexico on weekends and holidays to consume alcoholic beverages. The legal drinking age in Mexico is 18 years of age in contrast to the legal limit for consumption in the Unites States being 21-years of age. This significantly increases the use of alcohol by drivers and under aged minors. The City of San Luis is a gateway not only to its residents, but to residents throughout Yuma County. During the long traffic lines drivers occasionally purchase alcoholic beverages and consume them while waiting to cross into San Luis Rio Colorado, Sonora, Mexico. The same alcohol consumption and impaired driving tendency, is continued by drivers who are waiting on the Mexican side of the border to cross into the United States.

Agency Attempts to Solve Problem:

In the past and with the help of Governor's Office of Highway Safety funding, the San Luis Police Department has been able to conduct a limited amount of impaired driving enforcement during enforcement periods, various holidays and peak visitor seasons. These special operations conducted along with the support of other Yuma County law enforcement agencies helped to reduce the number of minors under the influence and DUI violations. Yet, these numbers continue to increase yearly. The department has traffic enforcement units assigned to enforce impaired driver violations but must also operate as regular patrol units as well.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of San Luis.

How Agency Will Solve Problem With Funding:

San Luis Police Department Officers will attend nine PTO meetings and discuss underage drinking by September 30th, 2016. San Luis Officers will visit the Arizona Western College Campus and discuss the dangers of drinking and driving three times before September 30th, 2016. San Luis Officers will conduct seventy-five (75) DUI enforcement operations before September 30th, 2016. To include designated holiday weekends. San Luis Officers will increase DUI arrests 25% above 2013 base year average of 75 to 94 by September 30, 2016.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of San Luis.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving Program Goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program Goal is to reduce the incidence of alcohol and drug related driving, fatalities and injuries through enforcement, education and public awareness throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

MEDIA RELEASE

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

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

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

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

METHOD OF PROCEDURE:

The San Luis Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

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

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

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

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

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

PURSUIT POLICY:

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

SPECIFIC REQUIREMENTS:**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –****Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

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

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the San Luis Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2015)	January 30, 2016
2nd Quarterly Report (January 1 to March 31, 2016)	April 30, 2016
3rd Quarterly Report (April 1 to June 30, 2016)	July 30, 2016
4th Quarterly Report (July 1 to September 30, 2016)	October 15, 2016
Final Statement of Accomplishment	October 15, 2016

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

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

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Victor Figueroa, Acting Chief, San Luis Police Department, shall serve as Project Director.

Andrea Moreno, Administrator, San Luis Police Department, shall serve as Project Administrator.

Joshua Worley, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

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

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

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$6,202.00
II.	Employee Related Expenses (ERE)	\$1,798.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$8,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of \$8,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

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

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

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

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

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

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

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

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

- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: _____
Title: _____
Telephone Number: _____ Fax Number: _____
E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____
Title: _____
Telephone Number: _____ Fax Number: _____
E-mail Address: _____
Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Signature of Authorized Official of Governmental Unit:

Victor Figueroa, Acting Chief
San Luis Police Department

Robert Eads, City Manager
City of San Luis

Date Telephone

Date Telephone

AUTHORITY & FUNDS

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

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

- | | | | | |
|----|-----------|--------------------------------------|-----------|--------------------------|
| 2. | A. | EFFECTIVE DATE: | B. | FEDERAL FUNDS: |
| | | <i>Authorization to Proceed Date</i> | | <u>\$8,000.00</u> |

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

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

 Approval Date



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Acting Chief Victor Figueroa
San Luis Police Department
P.O. Box 3720
San Luis, Arizona 85349

PROJECT REFERENCE:

Contract Number: 2016-PT-036
Total Estimated Costs: \$8,000.00
Purpose of Project: STEP Overtime

Dear Acting Chief Figueroa:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire contract as there have been significant changes throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 18) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Robert Eads, City Manager, City of San Luis, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 3030 North Central Avenue, Suite 1550, Phoenix, Arizona, 85012.

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

8-27-15

Date

Enclosures
AG: jew

HIGHWAY SAFETY CONTRACT

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

CFDA 20.600

1. APPLICANT AGENCY San Luis Police Department		GOHS CONTRACT NUMBER: 2016-PT-036
ADDRESS P.O. Box 3720, San Luis, AZ 85349		PROGRAM AREA: 402-PT
2. GOVERNMENTAL UNIT City of San Luis		AGENCY CONTACT: Andrea Moreno
ADDRESS P.O. Box 3720, San Luis, AZ 85349		3. PROJECT TITLE: STEP Enforcement
4. GUIDELINES: 402-Police Traffic (PT)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance STEP Enforcement throughout the City of San Luis.		
6. BUDGET COST CATEGORY		Project Period FFY 2016
I. Personnel Services		\$6,202.00
II. Employee Related Expenses		\$1,798.00
III. Professional and Outside Services		\$0.00
IV. Travel In-State		\$0.00
V. Travel Out-of-State		\$0.00
VI. Materials and Supplies		\$0.00
VII. Capital Outlay		\$0.00
TOTAL ESTIMATED COSTS		\$8,000.00
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2016
CURRENT GRANT PERIOD	FROM: 10-01-2015	TO: 09-30-2016
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$8,000.00		

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

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The San Luis Police Department consists of thirty-five sworn officers complemented by twenty-two civilian personnel. According to the 2013 Census estimate, the population of San Luis is approximately 32,000 residents. The City has nine elementary schools, one charter high school, one high school, four head starts, one pre-school, and a college extension campus, which adds a daily population of approximately 11,000 students. In the City of Yuma the population is 120,000 and is 24 miles north of San Luis. The City of Somerton has a population of approximately 15,000 and is 12 miles north of San Luis. San Luis's sister city of San Luis Rio Colorado, Sonora, Mexico, which is immediately south of San Luis has a population of approximately 350,000. It should be noted that San Luis Rio Colorado maintains a drinking age for 18 year olds and above, is largely under policed, and is the center of numerous bars and drinking establishments design to attract the under aged drinker.

Agency Problem:

In 2012, San Luis experienced 225 traffic accidents, in 2013, 242 traffic accidents, and in 2014, 261 traffic accidents. The primary collision factor in the vast majority of these accidents was determined to be unsafe speed and/or aggressive driving. Speed related injuries during this period of time increased by 54% and civil traffic citations increased by 65%. Current resources are not sufficient and do not allow the San Luis Police Department to target violations in high accident areas. Through collision statistics, the department has identified Main Street (SR 95) and Juan Sanchez Blvd (SR 195) as areas where more than 50% of the city's accidents occur. The department communications center routinely receives an excessive number of calls from concerned citizens reporting drivers driving in a reckless manner throughout the city and various schools zones. Through poor design the school district placed eight local schools within blocks of each other greatly adding to traffic congestion in school zones during school hours. Drivers speed aggressively during these hours.

Agency Attempts to Solve Problem:

In the past, the San Luis Police Department has been able to conduct a limited amount of speed detection details during various holidays and peak visitor seasons. These special operations conducted along with the support of other Yuma County law enforcement agencies helped to reduce the number of reckless drivers. Yet, these numbers continue to increase yearly. The department has traffic enforcement units assigned to enforce traffic violations but must also operate as regular patrol units as well. In addition, there are three assigned motor officers that target reckless drivers and speeding vehicles, but these units must also assist patrol units on a regular basis.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance STEP Enforcement throughout the City of San Luis.

How Agency Will Solve Problem With Funding:

San Luis Officers will visit the Arizona Western College Campus and discuss the dangers of drinking and driving three times before September 30th, 2016. Officers will conduct sixty speed enforcement operations in the targeted areas before September 30th, 2016. San Luis speed enforcement operations will decrease non injury accidents by 20% from the 2013 base year average of 139 to 111 by September 30, 2016, and reduce injury accidents by 30% from the 2013 base year average of 33 to 23 before September 30th, 2016.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance STEP Enforcement throughout the City of San Luis.

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

MEDIA RELEASE

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

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

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

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

METHOD OF PROCEDURE:

The San Luis Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

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

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

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

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

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

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

PURSUIT POLICY:

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

SPECIFIC REQUIREMENTS:**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –****Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

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

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the San Luis Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2015)	January 30, 2016
2nd Quarterly Report (January 1 to March 31, 2016)	April 30, 2016
3rd Quarterly Report (April 1 to June 30, 2016)	July 30, 2016
4th Quarterly Report (July 1 to September 30, 2016)	October 15, 2016
Final Statement of Accomplishment	October 15, 2016

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

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

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Victor Figueroa, Acting Chief, San Luis Police Department, shall serve as Project Director.

Andrea Moreno, Administrator, San Luis Police Department, shall serve as Project Administrator.

Joshua Worley, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

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

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

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$6,202.00
II.	Employee Related Expenses (ERE)	\$1,798.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$8,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of \$8,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)****Reporting Period**

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

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

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

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

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

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

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

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

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

- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Victor Figueroa, Acting Chief
San Luis Police Department

*Signature of Authorized Official of
Governmental Unit:*

Robert Eads, City Manager
City of San Luis

Date Telephone

Date Telephone



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. E.

Meeting Date: 09/23/2015

Department Head: Glenn Gimbut, City Attorney, Attorney's Office

Submitted By: Gloria Rodriguez, Legal Secretary, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1114. A resolution of the Mayor and Council of the City of San Luis, Arizona designating portions of Archibald Street, Main Street, Urtuzuastegui Street, D Street and First Avenue as restricted to parking, standing, and stopping of vehicles, repealing any conflicting provisions; and providing for severability. **(Victor Figueroa, Acting Chief of Police)**

SUMMARY:

The San Luis City Code allows the Police Department to designate no parking areas. The Police Department in coordination with Public Works and other city staff developed a traffic-flow plan for the new down town and Port of Entry area. Part of the plan includes the restrictions on parking for places and time as described in detail in the attached resolution. Also attached is the ADOT traffic flow map for reference.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1114.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached.

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: N/A

FISCAL IMPACT STATEMENT:

N/A

Attachments



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 1114

A RESOLUTION OF THE CITY OF SAN LUIS, ARIZONA DESIGNATING PORTIONS OF ARCHIBALD STREET, MAIN STREET, URTUZUASTEGUI STREET, D STREET AND FIRST AVENUE AS RESTRICTED TO PARKING, STANDING, AND STOPPING OF VEHICLES, REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY

Whereas Section 72.04 of the Code of Ordinances of the City of San Luis provides that the Chief of Police, upon the approval of City Council may erect signs restricting parking and that no parking restrictions shall become effective until the restricted parking area is designated by resolution of the City Council; and

Whereas the Arizona Department of Transportation in conjunction with the City of San Luis completed an improvement project in the downtown San Luis area which changed and improved the circulation of traffic and changed and improved pedestrian safety and access to downtown businesses; and

Whereas free flow of traffic without blockage by stopping, standing, or parking by vehicles during certain hours of the day is necessary to achieve the desired traffic flow/circulation results on the streets impacted by said improvement project;

BE IT RESOLVED by the Mayor and City Council of the City of San Luis, Arizona, as follows:

Section 1: During the hours of 5 a.m. and 10 p.m. there shall be no stopping, standing, parking, loading, or unloading of any kind on the following streets:

- A. Archibald Street between D Street and Urtuzuastegui Street;
- B. Urtuzuastegui Street between Archibald Street and Main Street;
- C. First Avenue between Urtuzuastegui Street and D Street;
- D. D Street between First Avenue and Archibald Street.

Section 2: The Chief of Police, with the concurrence of the Public Works Director and the City Engineer, shall limit parking on Urtuzuastegui Street between Main Street and First Avenue to no more than four parking places, and may designate a loading and unloading zone for commercial vehicles servicing commercial businesses in the downtown area. Otherwise, between the hours of 5 a.m. and 10 p.m. there shall be no stopping, standing, parking, loading or unloading in this area.

Section 3: The Chief of Police, with the concurrence of the Public Works Director and the City Engineer, shall limit parking on Main Street between Urtuzuastegui Street and D Street during the hours of 5 a.m. and 10 p.m. to passenger vehicles in marked parking spaces, and may install parking meters at such spaces.

Section 4: In the event of a conflict between the provisions of this Resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

Section 5: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this _____ day of _____, 2015.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

for Kay Maion Macul

Glenn J. Gimbut, City Attorney



PROJECT OVERVIEW

The Arizona Department of Transportation, Federal Highway Administration, Yuma County and the city of San Luis have recently completed an improvement project in the downtown San Luis area to improve the circulation of traffic, enhance pedestrian safety and improve access to downtown businesses.

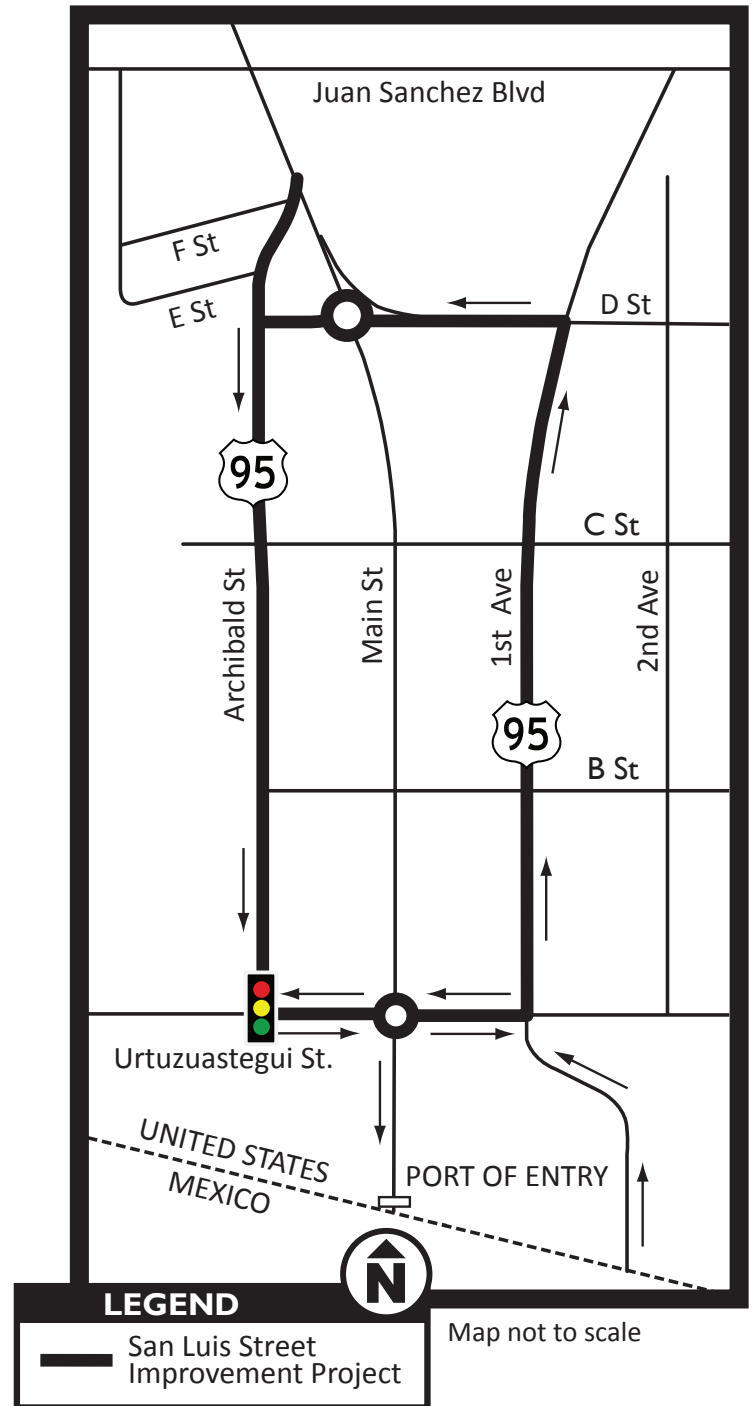
Main Street can no longer accommodate commercial vehicles.

The new improvements include:

- ▶ Archibald Street is now a one-way street for US 95 southbound traffic.
- ▶ First Avenue is now a one-way street for US 95 northbound traffic.
- ▶ Two roundabouts have been built:
 - One at the intersection of Main and D Street
 - A second, smaller one, at Urtuzuastegui and Main Street (**NO COMMERCIAL TRUCK ACCESS**).

FOR MORE INFORMATION

Please contact Gaby Kemp at **928.699.8983** or GKemp@azdot.gov, or visit azdot.gov/SanLuisImprovements.





RESUMEN DEL PROYECTO

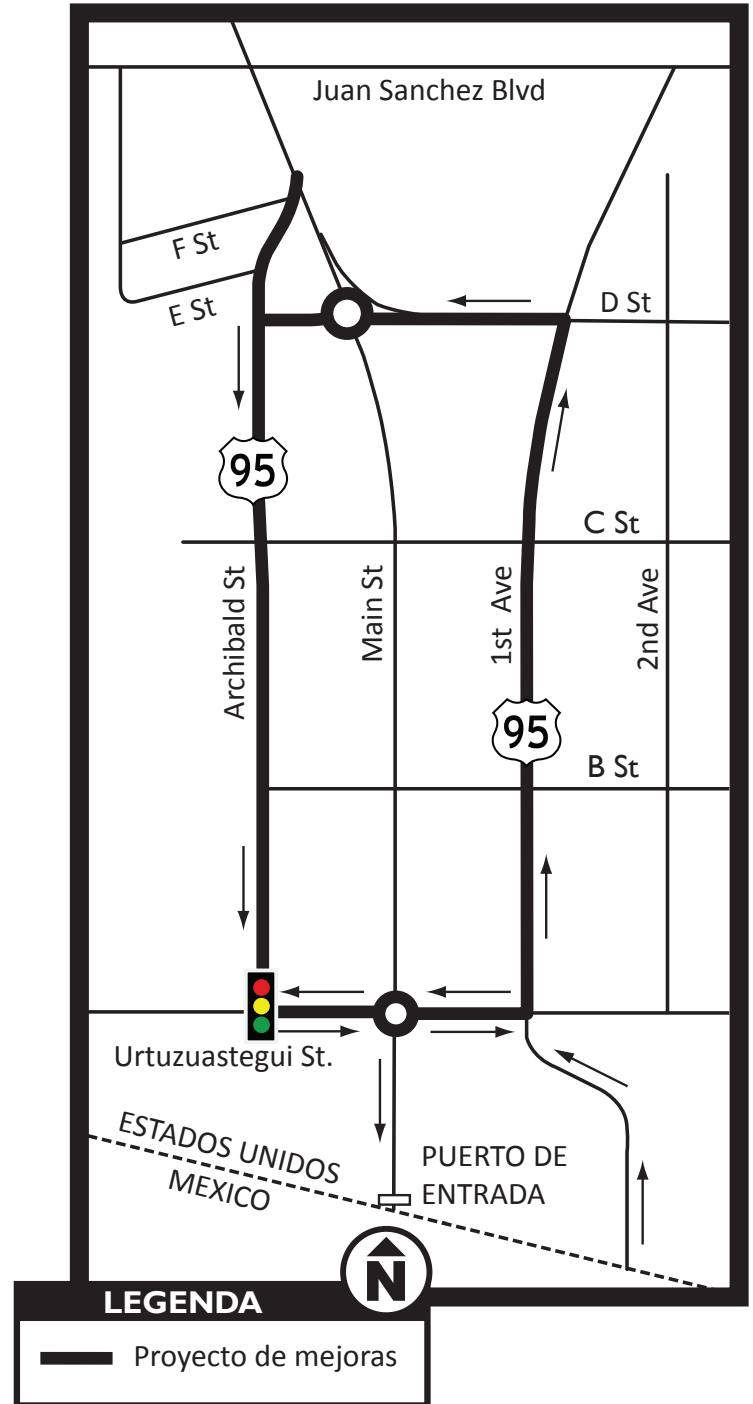
El Departamento de Transporte de Arizona, La Administración Federal de Carreteras, el Condado de Yuma, y la Ciudad de San Luis acabán de completar un proyecto para mejorar el centro de San Luis y mejorar la circulación de tráfico, mejorar la seguridad peatonal y mejorar acceso a negocios del centro.

Las mejoras incluyen:

- ▶ Archibald Street fue convertida en dirección única hacia sur
- ▶ First Avenue fue convertida en dirección única hacia el norte
- ▶ Dos glorietas fueron construidas:
 - Una en la intersección de las calles Main y D Street
 - La segunda, mas chica, en la intersección de Urtuzuastegui y Main Street (**VEHICULOS COMERCIALES NO PERMITIDOS**)

PARA MÁS INFORMACIÓN

Para información adicional, comuníquese con Gaby Kemp al 928.699.8983, GKemp@azdot.gov, o azdot.gov/SanLuisImprovements.





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. F.

Meeting Date: 09/23/2015

Department Head: Victor Figueroa, Acting Chief of Police, Police Department

Submitted By: Andrea Moreno, Police Administrator, Police Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1115. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Agreement renewal with the United States Department of Justice, Drug Enforcement Administration (DEA) for funds supporting the San Luis Police Department's participation in the DEA Task Force. **(Victor Figueroa, Acting Chief of Police)**

SUMMARY:

The San Luis Police Department is requesting approval to renew the agreement with DEA for an officer currently assigned to their task force. This agreement with DEA begins on September 30, 2015 and continues through September 29th, 2016. The agreement provides funding for overtime for one officer to help combat the illegal flow of narcotics and drug trafficking organizations that will try to operate within our community.

RECOMMENDATION / SUGGESTED MOTION:

I hereby move to approve and adopt Resolution No. 1115.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

Department

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: Federal

TOTAL: \$17,548

BUDGETED: No

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: 100-181-50010

FISCAL IMPACT STATEMENT:

The \$17,548 is a reimbursement amount to San Luis for overtime. Same policy and process as last agreement only this time overtime increased to \$17,548. Funds will be released in special revenues fund under overtime line 250-181-50010.xxx when the award letter is received in Finance.

Attachments

Resolution No. 1115

agreement

certification



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 1115

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING AND ADOPTING THE AGREEMENT RENEWAL WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA) FOR FUNDS SUPPORTING THE SAN LUIS POLICE DEPARTMENT'S PARTICIPATION IN THE DEA TASK FORCE

WHEREAS, there is evidence that trafficking in narcotics and dangerous drugs exists throughout Arizona, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona; and

WHEREAS, the United States Department of Justice, Drug Enforcement Administration (DEA) has established a Task Force in the Yuma County region to disrupt illicit drug traffic; and

WHEREAS, the San Luis Police Department has assigned an experienced officer to the DEA Task Force; and

WHEREAS, the DEA has funds for overtime to support the San Luis Police officer;

WHEREAS, the DEA and the City of San Luis desire to renew their intergovernmental agreement to receive the overtime funds for another year;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of San Luis, Arizona as follows:

Section 1: THAT the San Luis Police Department be authorized to enter into a contract with the DEA to receive funds for overtime for the San Luis Police Department's officer assigned to the DEA task force for another year.

Section 2: In the event of a conflict between the provisions of this resolution and any other resolution, ordinance, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this resolution shall govern.

Section 3: If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona,
this _____ day of _____, 2015.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM

City Attorney

**PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
SAN LUIS POLICE DEPARTMENT**

This agreement is made this 30th day of September, 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter “DEA”), and San Luis Police Department (hereinafter “SLPD”). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists throughout Arizona, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Phoenix Task Force (Officer working in the Yuma Resident Office) will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force’s activities will result in effective prosecution before the courts of the United States and the State of Arizona.
2. To accomplish the objectives of the DEA Phoenix Task Force (Officer working in the Yuma Resident Office), the SLPD agrees to detail one (1) experienced Officer to the DEA Phoenix Task Force, for a period of not less than two years. During this period of assignment, the SLPD Officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The SLPD Officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The SLPD Officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. §878.

5. To accomplish the objectives of the DEA Phoenix Task Force (Officer working in the Yuma Resident Office), DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and SLPD Officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. During the period of assignment to the DEA Phoenix Task Force (Officer working in the Yuma Resident Office), the SLPD will remain responsible for establishing the salary and benefits, including overtime, of the Officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the SLPD for overtime payments made by it to the SLPD Officer assigned to the DEA Phoenix Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, law enforcement officer general schedule locality pay tables, rest of the United States table (currently \$17,578), per officer. ***Note: Task Force Officer's Overtime shall not include any costs for benefits, such as retirement, FICA, and other expenses.***
7. In no event will the SLPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The SLPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The SLPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The SLPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is later.
10. The SLPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
11. The SLPD agrees that an authorized Officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The SLPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the SLPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the SLPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and, (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 29, 2016. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by SLPD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date _____
Douglas W. Coleman
Special Agent in Charge

For the San Luis Police Department:

_____ Date _____
Victor Figueroa
Acting Chief of Police

Attachment



**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

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

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

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Pt 67 for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, country, state, zip code)

DEA Arizona Offices

Check if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check if the State has elected to complete OJP Form 406177.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

San Luis Police Department
1030 E. Union St.
San Luis, AZ 85349

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Victor Figueroa, Acting Chief of Police

5. Signature

6. Date



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

9. A.

Meeting Date: 09/23/2015

Department Head: Robert Eads, City Manager, Administration

Submitted By: Glenn Gimbut, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action to hold an executive session pursuant to A.R.S. §§38-431.03.A.1 and 38-431.03.A.3 on any and all matters relating to the position of City Manager and the employment, assignment, appointment, dismissal, resignation, and/or salaries of that position and/or discussion and legal advice with the attorney or attorneys of the city regarding same. **(Mayor Gerardo Sanchez)**

SUMMARY:

The Mayor has asked for this executive session for Council to perform the performance review of the City Manager as stated in the contract of employment.

RECOMMENDATION / SUGGESTED MOTION:

I hereby move to hold an executive session for the purposes as stated in the agenda.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: no
CITY/STATE/FEDERAL FUNDS: none
TOTAL: 0
BUDGETED: none
AVAILABLE TO TRANSFER: 0
ACCOUNT #/REMAINING BALANCE: n/a
FISCAL IMPACT STATEMENT:
No fiscal impact



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

12.

Meeting Date: 09/23/2015

Department Head: Robert Eads, City Manager, Administration

Submitted By: Glenn Gimbut, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action regarding any and all matters related to the employment and employment contract of the City Manager.

SUMMARY:

Mayor has asked for this item to be placed on the agenda. It is unknown if any action will be taken. At present time none is proposed.

RECOMMENDATION / SUGGESTED MOTION:

No suggested motion at this time. Council may make such motion as council may desire regarding the matter listed on the agenda.

Supporting information not attached to the Agenda Item Review Form:

n/a

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: no
CITY/STATE/FEDERAL FUNDS: none
TOTAL: 0
BUDGETED: 0
AVAILABLE TO TRANSFER: none
ACCOUNT #/REMAINING BALANCE: n/a
FISCAL IMPACT STATEMENT:
No fiscal impact at this time
