



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, February 10, 2016. The meeting will take place at the City Council Chambers, located at 1090 E. 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 E. 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 a 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, 10 de Febrero del 2016. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. 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 E. 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, §1-602.A.9, 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 Cabildo 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 dar el consentimiento 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



AMENDED AGENDA
2/09/2016

AGENDA
Regular Meeting
San Luis City Council
San Luis Council
Chambers
1090 E. Union Street
San Luis, AZ 85349
February 10, 2016
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 Mr. Michael John Sabath on Northern Arizona University's initiatives in San Luis, Arizona. **(Michael John Sabath)**
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**
-Work Session held January 6, 2016
-Special Council meeting held January 6, 2016
5. B. **DISBURSEMENTS FROM JANUARY 18, 2016 TO JANUARY 29, 2016**
Total Disbursements \$543,761.12
(Five Hundred Forty-Three Thousand, Seven Hundred Sixty-One Dollars and Twelve Cents)
6. **DISCUSSION AND POSSIBLE ACTION ITEMS:**
6. A. Discussion and possible action on any and all matters regarding the adoption of Resolution No. 1126. A resolution of the Mayor and City Council of San Luis, Arizona to receive funding for overtime and mileage by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Operation Stonegarden Grant Program - Overtime and Mileage between the State of Arizona through the Arizona Department of Homeland Security and the City of San Luis, Arizona through the San Luis Police Department. **(Victor Figueroa, Acting Chief of Police)**

6. B. Discussion and possible action on any and all matters regarding the adoption of Resolution No. 1127. A resolution of the Mayor and City Council of San Luis, Arizona to receive funding for equipment by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Operation Stonegarden Grant Program - Equipment between the State of Arizona through the Arizona Department of Homeland Security and the City of San Luis, Arizona through the San Luis Police Department. **(Victor Figueroa, Acting Chief of Police)**
6. C. Discussion and possible action on any and all matters regarding Resolution No. 1128. A resolution of the Mayor and City Council of San Luis, Arizona approving the Amended Bylaws of the San Luis Municipal Property Corporation. **(Kay M. Macuil, City Attorney)**
6. D. Discussion and possible action on any and all matters regarding Resolution No. 1129. A resolution of the Mayor and City Council of the City of San Luis, Arizona, in support of the Housing Development Project "Las Brisas Sunset Apartments" for the application of Low Income Housing Tax Credits from the Arizona Department of Housing. **(Jenny Torres, Community Development Director)**

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), A.R.S. §38-431.03 (A)(3) AND A.R.S §38-431.03 (A)(4).

9. A. Discussion and possible action to hold an executive session pursuant to A.R.S. §38-431.03(A)(1), A.R.S. §38-431.03(A)(3) and A.R.S. §38-431.03(A)(4) on any and all matters relating to the position of Police Chief and the recruitment, employment, assignment, appointment, and/or salaries of the position, including possible discussion of confirmation of appointment and/or discussion of approval of terms and/or conditions pursuant to San Luis City Code §32.02, and consultation with the attorney or attorneys of the City regarding the same. **(Kay Marion Macuil, City Attorney)**

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

11. **DISCUSSION AND POSSIBLE ACTION ITEM:**

11. A. Discussion and possible action regarding any and all matters related to the position of Chief of Police an the recruitment, employment, assignment, appointment, and/or salaries of the position, including confirmation of appointment and/or approval of terms and/or approval of conditions pursuant to San Luis City Code §32.02. **(Tadeo A. De La Hoya, Interim City Manager)**

12. **ADJOURNMENT**



PRESENTATION

Regular City Council Meeting

4. A.

Meeting Date: 02/10/2016

Presentation Topic/Summary:

Presentation by Mr. Michael John Sabath on Northern Arizona University's initiatives in San Luis, Arizona. **(Michael John Sabath)**

Attachments

NAU-Yuma 2/10/2015

NORTHERN
ARIZONA
UNIVERSITY



Northern Arizona University Yuma Branch Campus

NAU in San Luis

NAU YUMA INITIATIVES

Building Partnerships with San Luis and Surrounding Border Communities:

- San Luis Chamber of Commerce
- San Luis Business Incubator
- CETYS Universidad Baja California - Mexicali: College of Business Administration
- Offering NAU Educational Programs in San Luis

NAU YUMA DEGREE PROGRAMS

Program offerings that might be most responsive to the needs of the San Luis community:

Business Administration

Education

Justice Studies

Nursing

Public Administration

Social Work



NAU YUMA DEGREE PROGRAMS

Program offerings that are probably the most easily implemented:

Business Administration
Education
(Social Work)



BUSINESS ADMINISTRATION

Undergraduate Degrees

Bachelors in Business Administration (BBA)

Bachelors in Industrial Technology Management (BBA)

Bachelors in Logistics and Supply Chain Management (BBA)

Graduate Degrees

Masters in Business Administration (MBA) (one year option;
dual degree with CETYS)

Masters in Administration

EDUCATION

BS Undergraduate Degrees:

- Elementary Education
- Secondary Education - Biology or Physical Science
- Secondary Education - Elementary and Special Education (dual certification degree)

MEd Degrees:

- Bilingual Multicultural Education
- Special Education with Cross Categorical Certification

Certificate:

- Post- Baccalaureate Certificate in Secondary Education

CHALLENGES FACING NAU IN SAN LUIS

Finding a stable site where we can offer classes locally in the San Luis Community.





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. A.

Meeting Date: 02/10/2016

Summary

MINUTES OF

-Work Session held January 6, 2016

-Special Council meeting held January 6, 2016

Attachments

Minutes WS 1/6/2016

Minutes SCM 1/6/2016

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
January 6, 2016
6:30 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Work Session to order at approximately 6:34 p.m.

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

ABSENT: Council Member Ruben Walshe

OTHERS PRESENT: Tadeo A. De La Hoya, Interim City Manager
Sonia Cornelio, City Clerk
Kay Macuil, City Attorney
Ralph Velez, City Consultant
Derek Dueñas, Acting IT Manager
Eulogio Vera, Public Works Director
Hank Green, Fire Chief
Jennifer Cisneros, Assistant Parks & Recreation Director
Jenny Torres, Community Development Director
John Starkey, Building Safety Director
Johnathan Dumadag, IT Technician
Jose Guzman, Assistant Planner
Katie St. Louis, Finance Director
Olivia Jenkins, Utilities Director
Victor Figueroa, Acting Chief of Police
Yolanda Dueñas, Fleet Services/Facilities Manager
Luis Ramirez, Ramirez Advisors Inter-National
Gloria Rodriguez, Legal Secretary
Alfredo Campa, Police Department
Lucy Lopez, San Luis News Reporter
Cesar Neyoy, Bajo El Sol Reporter

2. AGENDA ITEM(S):

2.A. Open Meeting Law Refresher for City Council. (Kay Marion Macuil, City Attorney)

Ms. Kay Marion Macuil, City Attorney, gave a brief presentation to Mayor and Council regarding the Open Meeting Law.

There was some discussion amongst the members of City Council and Ms. Macuil.

2.B. Discussion only item of the possibility of a tiered sales tax rates for the City of San Luis. (Kay Marion Macuil, City Attorney)

Ms. Kay Marion Macuil, City Attorney, informed that this item was requested by Mayor Gerardo Sanchez to discuss with Council the possibility of a tiered sales tax rate. She mentioned that sales tax rates would have a lower tax rate on high priced items. Ms. Macuil made reference to a memorandum dated September 5, 2015 written by Mr. Glenn Gimbut, City Attorney back then, this memorandum was addressed to Mayor and Council. A copy of this memorandum is on the complete Agenda Packet filed with the City Clerk.

Mayor Gerardo Sanchez stated that he would like to see this tiered sales tax on the sale of big items, such as vehicles, machinery, etc. He mentioned that in the past year there was only a 3% increase in sales, adding that as the City continues to grow sales remain the same.

Vice-Mayor Matias Rosales stated that it is something to look at and consider.

Mayor Gerardo Sanchez stated that a minimum of \$2,500.00 with the sales tax of 1.5% should be set for the proposal.

2.C. Discussion item only on any and all matters regarding Ordinance 347. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code, Chapter 152 Zoning Regulations, §152.061, relating to minimum lot size for residential lots; repealing any conflicting provisions; and providing for severability. (Mayor Gerardo Sanchez)

Mr. John Starkey, Zoning Administrator, stated that Ms. Kay Macuil, City Attorney, with the help of Mr. Glenn Gimbut, Assistant City Attorney, put together a new ordinance. This new ordinance removes district R1-5, it also does not allow R-2 and R-3 multi-family districts to be subdivided and built single family homes. He mentioned that the minimum size of the lot would be the size of Bien Estar 1, 2, and 3 in the residential home subdivision.

Council Member Mario Buchanan Jr. requested minimum landscaping around the house to be added to the ordinance.

Ms. Kay Macuil, City Attorney, mentioned that smaller lots will still be allowed in the Commercial District.

3. DISCUSSION ITEM(S):

3.A. Update on any and all matters regarding activities to the projects at the Ports of Entry by Luis Ramirez. (Luis Ramirez, Ramirez Advisors)

Mr. Luis Ramirez, Ramirez Advisors, provided a PowerPoint presentation that included a sample of activities of the advancements at the Port of Entries in San Luis, Arizona. He also addressed the vehicle and pedestrian issues at the Port of Entries.

Mayor Gerardo Sanchez thanked Mr. Ramirez for doing what he does. He too thanked Council Members for their help.

Council Member Maria Cecilia Ramos asked for a copy of the presentation.

There was some discussion amongst the members of City Council and Mr. Ramirez regarding his presentation.

4. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./ Council Member Gloria Torres to adjourn the Work Session at approximately 7:53 p.m. Motion passed unanimously.

MINUTES
Special Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
January 6, 2016
7:30 P.M.

1. **CALL TO ORDER/ROLL CALL:** Mayor Gerardo Sanchez called the Special Council meeting to order at approximately 7:00 p.m.

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

ABSENT: Council Member Ruben Walshe

OTHERS PRESENT: Tadeo A. De La Hoya, Interim City Manager
Sonia Cornelio, City Clerk
Kay Macuil, City Attorney
Ralph Velez, City Consultant
Derek Dueñas, Acting IT Manager
Eulogio Vera, Public Works Director
Hank Green, Fire Chief
Jennifer Cisneros, Assistant Parks & Recreation Director
Jenny Torres, Community Development Director
John Starkey, Building Safety Director
Johnathan Dumadag, IT Technician
Jose Guzman, Assistant Planner
Katie St. Louis, Finance Director
Olivia Jenkins, Utilities Director
Victor Figueroa, Acting Chief of Police
Yolanda Dueñas, Fleet Services/Facilities Manager
Luis Ramirez, Ramirez Advisors Inter-National
Gloria Rodriguez, Legal Secretary
Alfredo Campa, Police Department
Lucy Lopez, San Luis News Reporter
Cesar Neyoy, Bajo El Sol Reporter

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Africa Luna-Carrasco.

3. DISCUSSION AND POSSIBLE ACTION ITEM:

3.A. Discussion and possible action to hold an executive session pursuant to A.R.S. §§38-431.03(A)(3) and 38-431.03(A)(4) for presentation, discussion and legal advice as to any and all matters concerning the San Luis Regional Detention Center, its operations, possible modification of existing operating and management agreements with Emerald Correctional Management and the San Luis Facilities Development Corporation, update on the meeting of the San Luis Facilities Development Corporation's December 14, 2015 meeting, and matters regarding pending litigations involving the San Luis Regional Detention Center. (Kay Marion Macuil, City Attorney)

There was no discussion held.

4. ADJOURNMENT

MOTION: Vice-Mayor Matias Rosales/ Council Member Africa Luna-Carrasco to adjourn the Special Council Meeting at approximately 7:54 p.m. Motion passed unanimously.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. B.

Meeting Date: 02/10/2016

Summary

DISBURSEMENTS FROM JANUARY 18, 2016 TO JANUARY 29, 2016

Total Disbursements \$543,761.12

(Five Hundred Forty-Three Thousand, Seven Hundred Sixty-One Dollars and Twelve Cents)

Attachments

Disbursements 2/10/2016



City of San Luis

Finance Department

COUNCIL MEETING February 10, 2016 Disbursement Reports from 1/18/2016 to 1/29/2016

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
AP Check Account	1/20/2016	\$ 8,051.11	Schedule A
AP Check Account	1/21/2016	\$ 2,255.60	Schedule B
AP Check Account	1/21/2016	\$ 184,794.00	Schedule C
AP Check Account	1/21/2016	\$ 462.00	Schedule D
AP Check Account	1/21/2016	\$ 5,310.47	Schedule E
AP Check Account	1/21/2016	\$ 208.43	Schedule F
Payroll Check Account	1/27/2016	\$ 4,380.46	Schedule G
Payroll Check Account	1/27/2016	\$ 247,651.30	Schedule H
AP Check Account	1/28/2016	\$ 44,897.90	Schedule I
AP Check Account	1/28/2016	\$ 45,749.85	Schedule J
Total Disbursements		\$ 543,761.12	

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

Prepared by Maura Gonzalez: Maura Gonzalez

Verified by Finance Director: Katie St. Louis

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

2016 FEB - 1 PM 2:31

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/20/2016

Schedule A

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	01/20/2016	73946	Accounts Payable	ARIZONA DEPT OF ECONOMIC SECUR		5,830.71
	Invoice		Date	Description		Amount
			4th qtr 15	01/20/2016	4th qtr 15	5,830.71
Check	01/20/2016	73947	Accounts Payable	PURCHASE POWER		2,129.40
	Invoice		Date	Description		Amount
		2016-00000666	10/18/2015	POSTAGE METER - OCTOBER 2015		532.32
		2016-00000667	11/18/2015	POSTAGE METER - NOVEMBER 2015		498.96
		2016-00000668	12/18/2015	POSTAGE METER - DECEMBER 2015		1,098.12
Check	01/20/2016	73948	Accounts Payable	RODRIGUEZ , GLORIA		91.00
	Invoice		Date	Description		Amount
		RODRIGUEZ 012016	01/20/2016	TRAVEL - GFOAz & AMCA TRAINING		91.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 3		\$8,051.11

Checks: 3 \$8,051.11

Prepared By:
Maggie Dominguez
 Date: *1/18/16*
C 1/20/16

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/21/2016

Schedule B
 Transaction
 Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	01/21/2016	73949	Accounts Payable	DULCES TENTACIONES BAKERY		270.40
	Invoice		Date	Description		Amount
		1	01/19/2016	RTAC SUMMIT EVENT ON MAIN ST HOSTED BY COUNCIL		270.40
Check	01/21/2016	73950	Accounts Payable	GARCIA-BONILLA, ELIZABETH		108.00
	Invoice		Date	Description		Amount
		2016-00000704	01/20/2016	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM		108.00
Check	01/21/2016	73951	Accounts Payable	GATEWAY COMMUNITY COLLEGE		87.00
	Invoice		Date	Description		Amount
		2016-00000701	01/20/2016	ADEQ OPERATOR CERTIFICATION EXAM/EE#831 J. TORO		87.00
Check	01/21/2016	73952	Accounts Payable	GUERRA, RUTH		500.00
	Invoice		Date	Description		Amount
		113	01/15/2016	TRANSLATING SERVICES FOR COURT - 011116-011516		500.00
Check	01/21/2016	73953	Accounts Payable	MORENO, ANDREA		108.00
	Invoice		Date	Description		Amount
		MORENO 012516	01/20/2016	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM		108.00
Check	01/21/2016	73954	Accounts Payable	VELEZ, RALPH G		1,182.20
	Invoice		Date	Description		Amount
		2016-00000700	01/20/2016	CONSULTANT EXPENSE PER DIEM FOR R. VELEZ		1,182.20
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 6		\$2,255.60

Checks: 6 \$2,255.60

Prepared By:
Maggie Dominguez
 Date: _____


City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/21/2016

Schedule C
 Transaction Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		15030		REPAIR TRAFFIC SIGNAL LIGHT ON PICENO & HWY 95		746.13
Check	01/21/2016	74030	Accounts Payable	YUMA AUTOGLASS SPECIALIST LLC		308.94
		Invoice	Date	Description		Amount
		1198	01/06/2016	INSTALLATION OF WINDSHIELDS FOR PARKS DEPT VIN# 6639		308.94
Check	01/21/2016	74031	Accounts Payable	YUMA OVERHEAD DOOR CO. INC		42.68
		Invoice	Date	Description		Amount
		55745	09/14/2015	PURCHASE OF PARTS FOR SOLAR PANELS ON CITY WELCOME SIGNS		42.68
Check	01/21/2016	74032	Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.		726.71
		Invoice	Date	Description		Amount
		8129	12/28/2015	MANUAL RECEIPT BOOKS		617.86
		8222	01/14/2016	BUSINESS CARDS FOR HR SPECIALIST - E.CARBAJAL		108.85
Check	01/21/2016	74033	Accounts Payable	YUMA SUN, INC		2,175.48
		Invoice	Date	Description		Amount
		00074667	12/04/2015	BAJO EL SOL 12/04 XMAS FESTIVAL 2015 - PARKS		599.00
		00074678	12/09/2015	XMAS FESTIVAL 2015 AD		954.00
		00074668	12/11/2015	PUBLICITY & ADVERTISEMENT FOR XMAS FESTIVAL 2015		599.00
		2016-00000703	12/31/2015	SERVICE CHARGE		23.48
Check	01/21/2016	74034	Accounts Payable	YUMA WINLECTRIC CO.		1,043.79
		Invoice	Date	Description		Amount
		473349 01	01/13/2016	BREAKER FOR NEW SUBMERSIBLE PUMP FLYGT @LIFTSTATION #300		1,043.79
Check	01/21/2016	74035	Accounts Payable	YUMA WINNELSON CO.		4,517.07
		Invoice	Date	Description		Amount
		266398 00	12/18/2015	MATERIAL TO REPAIR WATER LINES/NEW INSTALLATIONS		4,124.75
		266787 00	12/23/2015	MATERIAL F/ INSTALLATION OF SEWER CONNECTIONS PER SOP PROGRAM		392.32
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 81		\$184,794.00

Checks: 81 \$184,794.00

Prepared By:
Maggie Dominguez
 Date: 1/21/2016

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	01/21/2016	73955	Accounts Payable	24 KARAT JEWELERS		18.50
	Invoice		Date	Description		Amount
		2016-00000660	12/05/2015	REMAINING BALANCE; SHORT PAID; REF INV 1421		18.50
Check	01/21/2016	73956	Accounts Payable	AFLAC		12,494.32
	Invoice		Date	Description		Amount
		2016-00000662	01/14/2016	INSURANCE FOR OCTOBER 2015		6,274.98
		2016-00000663	01/14/2016	INSURANCE FOR NOVEMBER 2015		6,219.34
Check	01/21/2016	73957	Accounts Payable	AGRI-TREND		30.00
	Invoice		Date	Description		Amount
		8988	12/14/2015	REQUIRED LAB SAMPLES@WS#7 MANGANESE PROJECT		30.00
Check	01/21/2016	73958	Accounts Payable	ALSCO, INC		655.52
	Invoice		Date	Description		Amount
		LYUM1023798	12/11/2015	UNIFORM SERVICES-FLEET SERVICES		32.58
		LYUM1025720	12/18/2015	UNIFORM SERVICES-FLEET SERVICES		36.35
		LYUM1027504	12/25/2015	UNIFORM SERVICES-FLEET SERVICES		43.13
		LYUM1021858	12/04/2015	UNIFORM SERVICES-FLEET SERVICES		33.55
		LYUM1023800	12/11/2015	UNIFORM SERVICE FOR PARKS		67.15
		LYUM1021860	12/04/2015	UNIFORM SERVICE FOR PARKS		72.24
		LYUM1019933	11/27/2015	UNIFORM SERVICE FOR PARKS		67.15
		LYUM1028944	12/31/2015	UNIFORM SERVICE FOR UTILITIES		15.68
		LYUM1021493	12/03/2015	UNIFORM SERVICE FOR UTILITIES		16.11
		LYUM1023434	12/10/2015	UNIFORM SERVICE FOR UTILITIES		15.68
		LYUM1025343	12/17/2015	UNIFORM SERVICE FOR UTILITIES		15.68
		LYUM1027139	12/24/2015	UNIFORM SERVICE FOR UTILITIES		15.68
		LYUM1023799	12/11/2015	UNIFORM SERVICES-FACILITIES		55.72
		LYUM1025721	12/18/2015	UNIFORM SERVICES-FACILITIES		55.72
		LYUM1027505	12/25/2015	UNIFORM SERVICES-FACILITIES		55.72
		LYUM1021859	12/04/2015	UNIFORM SERVICES-FACILITIES		57.38
Check	01/21/2016	73959	Accounts Payable	AMERICAN LEGAL PUBLISHING		167.90
	Invoice		Date	Description		Amount

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		0108500		12/31/2015	SAN LUIS CITY CODE-2ND SUPPLEMENT	167.90
Check	01/21/2016	73960	Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES		150.00
		Invoice		Date	Description	Amount
		2087		01/10/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		2088		01/12/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
Check	01/21/2016	73961	Accounts Payable	APPLIED PRODUCTS GROUP LLC		9,948.67
		Invoice		Date	Description	Amount
		DVJFI3079-01		12/22/2015	CHLORINE USED F/ WATER TREATMENT SKIDS & MTU's - 1/3	9,948.67
Check	01/21/2016	73962	Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY		318.42
		Invoice		Date	Description	Amount
		34933		01/06/2016	PURCHASE OF JACK STAND FOR FACILITIES DEPT VIN#5999	35.59
		34939		01/06/2016	PURCHASE OF MECHANICAL EQUIPMENT FOR CITY SHOP	66.53
		34941		01/06/2016	PURCHASE OF MECHANICAL EQUIPMENT FOR CITY SHOP	45.31
		34940		01/06/2016	PURCHASE OF VARIOUS MECHANICAL EQUIPMENT FOR CITY SHOP	170.99
Check	01/21/2016	73963	Accounts Payable	ARIZONA PUBLIC SERVICE		993.39
		Invoice		Date	Description	Amount
		245918289JAN16		01/08/2016	ELECTRICITY - 707 N 1ST AVE	531.32
		097522284JAN16		01/08/2016	ELECTRICITY - 788 WBST	111.97
		014832287JAN16		01/08/2016	ELECTRICITY - 1170 N LAKIN DR SLIFT	71.53
		785728287JAN16		01/12/2016	ELECTRICITY - 415 INDUSTRIAL AVE (7LOCATIONS)	278.57
Check	01/21/2016	73964	Accounts Payable	AUTOZONE STORES, INC		1,924.95
		Invoice		Date	Description	Amount
		2756141719		12/10/2015	PD 8661 EE735	16.59
		2756142097		12/10/2015	PD 7757 EE735	123.99
		2756142708		12/11/2015	PARKS 0202 EE180	20.46
		2756142707		12/11/2015	PD 0569 EE180	9.51
		2756142706		12/11/2015	WATER 8302 EE180	13.94
		2756142617		12/11/2015	PD 8661 EE735	9.25
		2756142844		12/11/2015	PD 5713 EE180	11.63
		2756142838		12/11/2015	PD 4851 EE180	13.40

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2756143093		12/11/2015	PD 3205 EE180	157.20
		2756143207		12/11/2015	PD 7758 EE180	9.86
		2756146079		12/14/2015	PD 1745 EE735	6.33
		2756146076		12/14/2015	PD 2586 EE735	6.33
		2756147143		12/15/2015	PD 5248 EE180	281.18
		2756147919		12/16/2015	PD 5248 EE180	123.99
		2756147920		12/16/2015	PARKS 0202 EE180	50.73
		2756149589		12/17/2015	PD 0796 EE180	157.20
		2756149006		12/17/2015	CREDIT MEMO	(123.99)
		2756150075		12/18/2015	HWY 3580 EE180	7.75
		2756150000		12/18/2015	CITY ATTORNEY 1515 EE180	38.51
		2756150229		12/18/2015	CITY ATTORNEY 1515 EE610	64.14
		2756150220		12/18/2015	PD 0796 EE180	4.97
		2756153367		12/21/2015	HWY EE180	17.25
		2756153315		12/21/2015	CREDIT MEMO	(59.18)
		2756153454		12/21/2015	PARKS EE180	52.57
		2756153480		12/21/2015	CREDIT MEMO	(52.57)
		2756153241		12/21/2015	HWY USER EE180	59.18
		2756154548		12/22/2015	HWY 2702 EE180	6.13
		2756154547		12/22/2015	CREDIT MEMO	(17.25)
		2756155133		12/23/2015	PD 1948 EE180	159.74
		2756155401		12/23/2015	PARKS 1912 EE180	6.33
		2756155135		12/23/2015	HWY 2702 EE180	26.97
		2756155543		12/23/2015	PD 6226 EE180	6.54
		2756155058		12/23/2015	PD 6226 EE180	6.33
		2756159068		12/28/2015	WATER 8025 EE180	140.26
		2756159597		12/28/2015	WATER 8025 EE180	9.84
		2756159024		12/28/2015	RISK MGMT 6553 EE180	120.83
		2756160584		12/29/2015	HWY 2702 EE180	9.84
		2756161810		12/30/2015	PD 6226 EE180	13.05
		2756174512		01/11/2016	WW4834 EE180	66.30
		2756168742		01/06/2016	WATER 2487 EE180	69.40
		2756174471		01/11/2016	WATER 2487 EE180	112.91
		2756174474		01/11/2016	CREDIT	(112.91)
		2756174506				

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
						6.33
				01/11/2016	COURT 5346 EE180	6.33
		2756174477		01/11/2016	COURT 5346 EE180	(6.33)
		2756174505		01/11/2016	CREDIT	3.37
		2756170240		01/07/2016	PD 2918 EE180	264.38
		2756168987		01/06/2016	HWY USER 3654 EE180	4.21
		2756170210		01/07/2016	PD 0569 EE180	(4.21)
		2756170234		01/07/2016	CREDIT	6.33
		2756168827		01/06/2016	PD 0566 EE80	
Check	01/21/2016	73965	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		225.00
			Invoice	Date	Description	Amount
				01/12/2016	INMATE LABOR PROJECT	225.00
Check	01/21/2016	73966	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		71.20
			Invoice	Date	Description	Amount
				01/12/2016	INMATE LABOR PROJECT--TRANSPORTATION COSTS	71.20
Check	01/21/2016	73967	Accounts Payable	CITY OF YUMA		125.11
			Invoice	Date	Description	Amount
				12/03/2015	AHA PROVIDER CARDS - ACLS	125.11
Check	01/21/2016	73968	Accounts Payable	CORE ENGINEERING GROUP, PLLC		2,134.61
			Invoice	Date	Description	Amount
				01/08/2016	TRAFFIC STUDY-10TH AVE & JUAN SANCHEZ BLVD	2,134.61
Check	01/21/2016	73969	Accounts Payable	CRAFCO INC.		22,400.76
			Invoice	Date	Description	Amount
				12/31/2015	MATERIAL USED TO CRACK SEAL STREETS CITYWIDE	22,400.76
Check	01/21/2016	73970	Accounts Payable	CSC OF YUMA		84.25
			Invoice	Date	Description	Amount
				12/28/2015	PURCHASE OF AIR HOSE AND NECESSARY EQUIPMENT FOR CITY SHOP	84.25
Check	01/21/2016	73971	Accounts Payable	DAVE'S AUTO GLASS & UPHOLSTERY		154.84
			Invoice	Date	Description	Amount
				12/18/2015	REPAIR OF SEAT (BOTTOM PART) FOR FLEET DEPT VIN#0893	154.84

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/21/2016	73972	Accounts Payable	DESERT VALLEY SERVICES, INC		1,085.65
	Invoice		Date	Description		Amount
		370032	01/05/2016	JANITORIAL SUPPLIES		1,085.65
Check	01/21/2016	73973	Accounts Payable	DESERT WATER		824.25
	Invoice		Date	Description		Amount
		1244103	11/19/2015	12.3 GAL OF PROPANE GAS FOR FIRE STATION		34.07
		386124	11/30/2015	PURCHASE OF WATER FOR PARKS DEPT		13.10
		61165	11/17/2015	PURCHASE OF WATER FOR PARKS DEPT		11.08
		61092	11/10/2015	PURCHASE OF WATER FOR PARKS DEPT		22.15
		386108	10/31/2015	PURCHASE OF WATER FOR PARKS DEPT		72.07
		60973	10/24/2015	PURCHASE OF WATER FOR PARKS DEPT		22.15
		1360529308	10/20/2015	PURCHASE OF WATER FOR PARKS DEPT		146.12
		60876	10/20/2015	PURCHASE OF WATER FOR PARKS DEPT		26.17
		60807	10/13/2015	PURCHASE OF WATER FOR PARKS DEPT		16.60
		60719	10/06/2015	PURCHASE OF WATER FOR PARKS DEPT		16.80
		093015	09/30/2015	PURCHASE OF WATER FOR PARKS DEPT		55.55
		09302015	09/30/2015	PURCHASE OF WATER FOR PARKS DEPT		3.65
		1360527301	09/30/2015	PURCHASE OF WATER FOR PARKS DEPT		121.77
		60645	09/29/2015	PURCHASE OF WATER FOR PARKS DEPT		19.93
		60583	09/22/2015	PURCHASE OF WATER FOR PARKS DEPT		22.15
		60488	09/14/2015	PURCHASE OF WATER FOR PARKS DEPT		15.50
		1360525201	09/09/2015	PURCHASE OF WATER FOR PARKS DEPT		60.44
		60429	09/08/2015	PURCHASE OF WATER FOR PARKS DEPT		22.15
		60354	09/01/2015	PURCHASE OF WATER FOR PARKS DEPT		27.68
		61963	12/15/2015	BULK DRINKING WATER FOR VARIOUS DEPTS		39.85
		62031	12/22/2015	BULK DRINKING WATER FOR VARIOUS DEPTS		33.21
		62095	12/29/2015	BULK DRINKING WATER FOR VARIOUS DEPTS		22.16
Check	01/21/2016	73974	Accounts Payable	EDUCATIONAL SERVICES INC		14,650.22
	Invoice		Date	Description		Amount
		004678	12/31/2015	EMPLOYEE COST AGREEMENT FOR J. DELAVARA		7,242.72
		004788	01/15/2016	EMPLOYEE COST AGREEMENT FOR J. DELAVARA - PPE-010216		7,407.50
Check	01/21/2016	73975	Accounts Payable	EMPIRE MACHINERY		6,866.99

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 01/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
		EPWK0371013	08/17/2015	SERVICE TO GENERATOR@EAST WWTP		1,514.75
		EPWK0370789	08/13/2015	SERVICE TO GENERATOR@LIFTSTATION #300		1,305.76
		EPSL00008965	11/04/2015	REPLACE DAMAGED ATS@LOS OLIVOS LIFTSTATION DUE TO RAIN STORM		4,046.48
Check	01/21/2016	73976	Accounts Payable	FIREFIGHTER SELECTION, INC.		666.15
	Invoice		Date	Description		Amount
		17111	01/06/2016	NATIONAL FIRE SELECT TEST		666.15
Check	01/21/2016	73977	Accounts Payable	GERARDO FELIX /SAN LUIS FIRE EXTINGUISHER		305.53
	Invoice		Date	Description		Amount
		0239	11/17/2015	FIRST AID PRODUCTS FOR THE SENIOR CENTER		305.53
Check	01/21/2016	73978	Accounts Payable	GREATER YUMA ECONOMIC DEV CORP		8,125.00
	Invoice		Date	Description		Amount
		2015-234	01/06/2016	3RD QUARTER INVESTMENT IN GYEDC		8,125.00
Check	01/21/2016	73979	Accounts Payable	GUZMAN , FRANCISCA		175.00
	Invoice		Date	Description		Amount
		23/2015	12/09/2015	TRANSLATING SERVICES 12/09/15		75.00
		1/2016	01/13/2016	TRANSLATING SERVICES - 01/13/16		100.00
Check	01/21/2016	73980	Accounts Payable	HILL BROTHERS CHEMICAL CO.		2,998.83
	Invoice		Date	Description		Amount
		4415065	12/21/2015	BLEACH USED TO DISINFECT EFFLUENT WATER DISCHARGE@WEST WWTP		1,960.77
		4415064	12/21/2015	BLEACH USED TO DISINFECT EFFLUENT DISCHARGE@EAST WWTP		1,038.06
Check	01/21/2016	73981	Accounts Payable	HUGHES FIRE EQUIPMENT, INC.		229.54
	Invoice		Date	Description		Amount
		499939	12/09/2015	LATCH CAB HYDRAULIC FOR SLL1		229.54
Check	01/21/2016	73982	Accounts Payable	IPS GROUP INC		904.61
	Invoice		Date	Description		Amount
		15699	12/31/2015	MONTHLY PARKING METER SERVICE		904.61
Check	01/21/2016	73983	Accounts Payable	JAMES DAVEY AND ASSOCIATES		6,731.40

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	0002016208		01/07/2016	PROFESSIONAL ENGINEERING SERVICES		700.00
	2016202		01/07/2016	ENGINEERING SERVICES FOR CDBG #132-15		1,266.40
	2016204		01/07/2016	ENGINEERING SERVICES FOR MERRILL AVE DESIGN		3,775.00
	000015200		11/05/2015	J.SANCHEZ BLVD LIFTSTATION PROJECT		990.00
Check	01/21/2016	73984	Accounts Payable	JCG TECHNOLOGIES INC.		642.31
	Invoice		Date	Description		Amount
	4956		01/01/2016	JCG SUPPORT SERVICES RENEWAL		642.31
Check	01/21/2016	73985	Accounts Payable	KCEC LA CAMPESINA 104.5FM		1,500.00
	Invoice		Date	Description		Amount
	2016-00000661		01/14/2016	PUBLICITY & ADS FOR XMAS FESTIVAL 2015- ANGELES DEL BARRIO		1,500.00
Check	01/21/2016	73986	Accounts Payable	KENDALL ACQUISITIONS, LLC		2,450.00
	Invoice		Date	Description		Amount
	8565		01/07/2016	CLEANING SUPPLIES		889.00
	8547		12/30/2015	DEODORANTS USED F/ ODOR CONTROL@LIFTSTATIONS		1,561.00
Check	01/21/2016	73987	Accounts Payable	LANDS END BUSINESS OUTFITTERS		166.78
	Invoice		Date	Description		Amount
	SIN3396229		12/09/2015	CARDIGANS FOR ADMIN STAFF & A JACKET FOR UTILITY STAFF		166.78
Check	01/21/2016	73988	Accounts Payable	LOOMIS		1,126.37
	Invoice		Date	Description		Amount
	11740215		12/31/2015	ARMORED CAR SERVICE, FUEL & INSURANCE FEES		1,126.37
Check	01/21/2016	73989	Accounts Payable	M & Y ELECTRICAL LLC		795.00
	Invoice		Date	Description		Amount
	2016-00000659		01/14/2016	REMOVE & REROUTE LIGHT SWITCHES AT CITY HALL RM 123		795.00
Check	01/21/2016	73990	Accounts Payable	MASSMUTUAL FINANCIAL GROUP		60.00
	Invoice		Date	Description		Amount
	2016-00000705		01/20/2016	INSURANCE FOR JANUARY 2016		60.00
Check	01/21/2016	73991	Accounts Payable	MCNEECE BROS. OIL COMPANY, INC		19,373.20
	Invoice		Date	Description		Amount

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		515689		01/11/2016	PURCHASE OF DIESEL EXHAUST FLUID FOR FIRE DEPT VIN#5571	116.80
		833533		12/31/2015	FUEL FOR CITY VEHICLES - DECEMBER 2015	19,256.40
Check	01/21/2016	73992	Accounts Payable	NEW YORK LIFE INSURANCE CO.		338.24
		Invoice		Date	Description	Amount
		2016-00000664		01/14/2016	INSURANCE FOR DECEMBER 2015	169.12
		2016-00000707		01/20/2016	INSURANCE FOR JANUARY 2016	169.12
Check	01/21/2016	73993	Accounts Payable	NORTHERN TOOL & EQUIPMENT		418.46
		Invoice		Date	Description	Amount
		34420737		01/12/2016	PURCHASE OF AIR ANGLE GRINDER FOR CITY SHOP	133.48
		126713		01/12/2016	PURCHASE OF 15 GAL OIL DRAIN FOR CITY SHOP	284.98
Check	01/21/2016	73994	Accounts Payable	O'REILLY AUTO PARTS		738.73
		Invoice		Date	Description	Amount
		2771-353110		12/15/2015	PURCHASE OF AUTOMOTIVE PARTS FOR CITY ATTORNEY VIN#9268	8.95
		2771-352533		12/10/2015	PD 2214 EE610	6.63
		2771-352592		12/10/2015	HWY 0847 EE610	21.88
		2771-352462		12/09/2015	WATER 8302 EE610	44.27
		2771-353029		12/14/2015	PD 3276 EE328	5.73
		2771-352461		12/09/2015	HWY 8098 EE180	46.49
		2771-352600		12/10/2015	PD 4056 EE328	31.71
		2771-352541		12/10/2015	PD 1521 EE328	14.17
		2771-352532		12/10/2015	PD 1521 EE610	14.87
		2771-354453		12/28/2015	FIRE DEPT 5571	36.39
		2771-353491		12/18/2015	CITY ATTORNEY 1515 EE610	13.73
		2771-354588		12/29/2015	PD 3204 EE610	8.40
		2771-354614		12/29/2015	PARKS 0202 EE610	143.47
		2771-353516		12/18/2015	CITY ATTORNEY 1515 EE610	31.89
		2771-353800		12/21/2015	PD 0570 EE610	8.40
		2771-353801		12/21/2015	CITY ATTORNEY 1515 EE610	47.56
		2771-353775		12/21/2015	PD 0570 EE610	80.28
		2771-353799		12/21/2015	CREDIT MEMO	(4.42)
		2771-353345		12/17/2015	PD 0796 EE 610	142.64
		2771-353512		12/18/2015	CREDIT MEMO	(122.86)

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2771-354587		12/29/2015	PURCHASE OF MECHANICAL GLOVES (VARIOUS SIZES) FOR CITY SHOP	124.50
		2771-355843		01/08/2015	SW 0487 EE610	14.38
		2771-355487		01/06/2016	PD 5521 EE610	4.64
		2771-355775		01/08/2016	HWY USER 0495	6.63
		2771-355558		01/06/2016	PD 4450 EE610	8.40
Check	01/21/2016	73995	Accounts Payable	ONE SOURCE DISTRIBUTOR		294.96
		Invoice		Date	Description	Amount
		S4886917.001		12/02/2015	"URGENT"-MATERIAL F/ REPAIR OF VARIABLE FREQUENCY DRIVE @WS#4	294.96
Check	01/21/2016	73996	Accounts Payable	ORTIZ PEST CONTROL INC.		690.00
		Invoice		Date	Description	Amount
		61621		07/24/2015	FUMIGATION SERVICES@EAST & WEST WWTP (SPIDER INFESTATION)	230.00
		61946		08/28/2015	FUMIGATION SERVICES@EAST & WEST WWTP (SPIDER INFESTATION)	230.00
		62299		09/28/2015	FUMIGATION SERVICES@EAST & WEST WWTP (SPIDER INFESTATION)	230.00
Check	01/21/2016	73997	Accounts Payable	PINNACLE MEDICAL GROUP AZ P.C		35.00
		Invoice		Date	Description	Amount
		43866-092115		01/20/2016	FABIAN FELIX DRUG SCREEN RAPID	35.00
Check	01/21/2016	73998	Accounts Payable	POLAR ICE		316.08
		Invoice		Date	Description	Amount
		63819		12/15/2015	ICE MACHINE LEASE - FACILITIES	150.01
		63820		12/15/2015	ICE MACHINE LEASE - PUBLIC WORKS	166.07
Check	01/21/2016	73999	Accounts Payable	PPEP INC.		6,500.00
		Invoice		Date	Description	Amount
		2016-00000699		01/13/2016	2ND QUARTER-YOUTHBUILD PROGRAM FROM OCTOBER TO DECEMBER 2015	6,500.00
Check	01/21/2016	74000	Accounts Payable	PREPAID LEGAL SERVICES		110.64
		Invoice		Date	Description	Amount
		2016-00000706		01/20/2016	INSURANCE FOR JANUARY 2016	110.64
Check	01/21/2016	74001	Accounts Payable	QUINONES TIRE LLC		15.00
		Invoice		Date	Description	Amount
		8657		12/24/2015	REPAIRED FLAT TIRE FOR SPECIAL OPS	15.00

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/21/2016	74002	Accounts Payable	QUINONEZ , FRANCISCO		1,225.00
	Invoice		Date	Description		Amount
	00226		01/05/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	409		01/08/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	0475		01/08/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	0476		01/08/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	641		01/11/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	662		01/11/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		100.00
	914		01/14/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	976		01/14/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	984		01/14/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	972		01/14/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	1032		01/15/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	1054		01/15/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	1051		01/15/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	1259		01/18/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	1198		01/18/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	1181		01/18/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
Check	01/21/2016	74003	Accounts Payable	R.L. JONES INSURANCE SERVICES INC.		31.82
	Invoice		Date	Description		Amount
	1960		12/04/2015	MEX INS AND SERVICES FOR VICE MAYOR		31.82
Check	01/21/2016	74004	Accounts Payable	RAMON MOSQUEDA		99.25
	Invoice		Date	Description		Amount
	237		01/08/2016	EMBROIDERY SERVICE FOR J. TAYLOR, A. CIFUENTES, & F. ALONSO		19.51
	240		01/08/2016	EMBROIDERY SERVICE FOR J. TAYLOR, A. CIFUENTES, & F. ALONSO		24.39
	238		01/08/2016	EMBROIDERY SERVICES FOR CLEK'S OFFICE UNIFORMS		13.08
	241		01/08/2016	EMBROIDERY SERVICES FOR CLEK'S OFFICE UNIFORMS		16.26
	4909		11/09/2015	CITY LOGO EMBROIDER FOR CULTURAL CENTER UNIFORMS		26.01
Check	01/21/2016	74005	Accounts Payable	REAL PURIFIED WATER LLC		8.13
	Invoice		Date	Description		Amount
	11591		12/17/2015	WATER DISPENSER RENTAL		8.13
Check	01/21/2016	74006	Accounts Payable	REDBURN TIRE COMPANY		232.41

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
		11008082	01/13/2016	CREDIT		(2,850.91)
		11008083	01/13/2016	PURCHASE OF VARIOUS TIRES FOR HWY USERS DEPT VIN#3654		2,784.52
		11013214	03/23/2015	SERVICE OF TIRES FOR SOLID WASTE DEPT VIN# 3270 AND VIN# 4813		298.80
		11013723	04/30/2015	PURCHASED TIRES		396.74
		11016879	01/20/2016	CREDIT FOR INV 11013723		(396.74)
Check	01/21/2016	74007	Accounts Payable	REDDY RENTS		698.18
	Invoice		Date	Description		Amount
		1-467625-07	12/16/2015	RENTED BLACK PANEL FLOOR FOR XMAS FESTIVAL 2015 AT JOE ORDUNO		698.18
Check	01/21/2016	74008	Accounts Payable	SAHRA		40.00
	Invoice		Date	Description		Amount
		1096	01/14/2016	SHRM MEMBER FOR CITY ATTORNEY		40.00
Check	01/21/2016	74009	Accounts Payable	SAN LUIS AZ NEWS		1,404.00
	Invoice		Date	Description		Amount
		5790	12/11/2015	PUBLICITY & ADVERTISEMENT FOR XMAS FESTIVAL 2015 @ JOE ORDUNO		1,404.00
Check	01/21/2016	74010	Accounts Payable	SAN LUIS INDUSTRIAL PARK		3,329.70
	Invoice		Date	Description		Amount
		349	01/04/2016	RENT FOR INDUSTRIAL PARK LOT NO. 13 - JAN, FEB, MAR 2016		3,329.70
Check	01/21/2016	74011	Accounts Payable	SHERWIN WILLIAM		89.11
	Invoice		Date	Description		Amount
		5544-1	12/11/2015	PURCHASE OF MATERIAL FOR FIELD PAINT/MAINTENANCE		89.11
Check	01/21/2016	74012	Accounts Payable	SHRM		380.00
	Invoice		Date	Description		Amount
		2016-00000702	01/20/2016	SHRM MEMBERSHIP RENEWAL		380.00
Check	01/21/2016	74013	Accounts Payable	SIGN MASTERS		87.54
	Invoice		Date	Description		Amount
		39322	01/06/2016	PURCHASE OF VARIOUS LETTERING AND LOGOS FOR PARKS DEPT VIN#3031		87.54
Check	01/21/2016	74014	Accounts Payable	SOUTH YUMA COUNTY LANDFILL		10,461.03
	Invoice		Date	Description		Amount

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		7769		01/01/2016	LANDFILL FEES FROM - 121615-123115	10,461.03
Check	01/21/2016	74015	Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC		180.00
		Invoice		Date	Description	Amount
		20207		01/11/2016	STANDARD PORTABLE RESTROOMS/ANNUAL RURAL TRANSPORTATION SUMMIT	180.00
Check	01/21/2016	74016	Accounts Payable	STANDARD INSURANCE CO.		1,430.30
		Invoice		Date	Description	Amount
		2016-00000665		01/14/2016	INSURANCE FOR DECEMBER 2015	1,430.30
Check	01/21/2016	74017	Accounts Payable	STANDARD PRINTING COMPANY, INC		1,227.58
		Invoice		Date	Description	Amount
		245175		12/31/2015	OUTSOURCE FOR PRINTING/PREPARING UTILITY BILLS	1,227.58
Check	01/21/2016	74018	Accounts Payable	SUN RENTAL AND SALES INC.		1,313.14
		Invoice		Date	Description	Amount
		2016-00000669		10/14/2015	RENTED FORKLIFT FOR RECREATION & YOUTH CENTER EVENTS	227.67
		167092		11/09/2015	RENTED FORKLIFT FOR RECREATION & YOUTH CENTER EVENTS	346.92
		168353		12/23/2015	TOOLS & SUPPLIES USED F/ MAINTENANCE (TREE TRIMMING) CITYWIDE	738.55
Check	01/21/2016	74019	Accounts Payable	THOMSON WEST PUBLISHING CO.		732.35
		Invoice		Date	Description	Amount
		833219382		01/01/2016	INTERNET SERVICES DEC 2015	732.35
Check	01/21/2016	74020	Accounts Payable	TIME WARNER CABLE		5,596.06
		Invoice		Date	Description	Amount
		2531JAN15		01/21/2016	ISP FOR CITY HALL AND REMOTE SITES	1,475.00
		2556JAN15		01/21/2016	ISP FOR CITY HALL AND REMOTE SITES	777.67
		1733JAN15		01/21/2016	ISP FOR CITY HALL AND REMOTE SITES	777.67
		2549JAN15		01/21/2016	ISP FOR CITY HALL AND REMOTE SITES	999.86
		2598JAN15		01/21/2016	ISP FOR CITY HALL AND REMOTE SITES	1,565.86
Check	01/21/2016	74021	Accounts Payable	TOSHIBA FINANCIAL SERVICES		858.88
		Invoice		Date	Description	Amount

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2016-00000710		01/20/2016	CONTRACT #: 0288609, 0289723, 0398771	858.88
Check	01/21/2016	74022	Accounts Payable	UNIVERSAL BACKGROUND SCREENING		251.75
		Invoice		Date	Description	Amount
		201512001962		12/31/2015	NEW HIRES BACKGROUND CHECKS	251.75
Check	01/21/2016	74023	Accounts Payable	US BANK EQUIPMENT FINANCE		2,323.38
		Invoice		Date	Description	Amount
		2016-00000709		01/20/2016	CONTRACT: 500-0380583, 500-0408239, 500-0413948, 500-0448410	2,323.38
Check	01/21/2016	74024	Accounts Payable	US POST MASTER		2,498.45
		Invoice		Date	Description	Amount
		122440		01/20/2016	MONTHLY POSTAGE FOR UTILITY BILL MAILING	2,498.45
Check	01/21/2016	74025	Accounts Payable	VEGA & VEGA ENGINEERING, P.L.C.		2,300.00
		Invoice		Date	Description	Amount
		16-001		01/13/2016	ENGINEERING DESIGN FOR SHADE STRUCTURE@WEST WWTP	2,300.00
Check	01/21/2016	74026	Accounts Payable	WAL-MART INC./O BANK OF AMERICA LOCK BOX		5,199.08
		Invoice		Date	Description	Amount
		2016-00000708		01/20/2016	2ND QUARTER PAYMENT	5,199.08
Check	01/21/2016	74027	Accounts Payable	WAXIE SANITARY SUPPLY		1,477.69
		Invoice		Date	Description	Amount
		75602298		10/30/2015	PURCHASED OF JANITORIAL SUPPLIES FOR PARKS RESTROOMS	1,477.69
		75644564		11/23/2015	JANITORIAL SUPPLIES	102.65
		75498987		11/20/2015	CREDIT FOR INV 75644564	(102.65)
Check	01/21/2016	74028	Accounts Payable	WESTERN SUN SYSTEMS, INC		726.98
		Invoice		Date	Description	Amount
		29757		08/26/2015	ANNUAL FIRE ALARM BOXING CLUB	300.00
		29738		08/24/2015	ANNUAL FIRE ALARM YOUTH CENTER	142.50
		29749		08/26/2015	ANNUAL FIRE ALARM YOUTH CENTER	284.48
Check	01/21/2016	74029	Accounts Payable	WESTMOOR ELECTRIC INC.		746.13
		Invoice		Date	Description	Amount

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/21/2016

Schedule D
 Transaction
 Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	01/21/2016	74036	Accounts Payable	CAMPA, JOAQUIN		108.00
	Invoice		Date	Description		Amount
		CAMPA 012516	01/21/2016	TRAVEL - IECC PERFORMANCE PATH		108.00
Check	01/21/2016	74037	Accounts Payable	CASTILLO , DANIA		295.00
	Invoice		Date	Description		Amount
		CASTILLO 012416	01/21/2016	TRAVEL - AZ BASIC ECONOMIC DEVELOPMENT COURSE		295.00
Check	01/21/2016	74038	Accounts Payable	MORENO , ANDREA		59.00
	invoice		Date	Description		Amount
		MORENO 011916	01/21/2016	TRAVEL - AZDOHS GRANT INFORMATION SEMINAR		59.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 3		\$462.00
Checks:		3		\$462.00		

Prepared By:
Maggie Dominguez
 Date: 1/21/2016

C

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/21/2016

Schedule E
 Transaction
 Amount

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/21/2016	74050 Utility Management Refund	NORMAN , BARRY R		153.31
		Account Type	Account Number	Transaction Date	Transaction Type
Check	01/21/2016	74051 Utility Management Refund	PEREZ-ROMO , ELEUTERIO		49.62
		Account Type	Account Number	Transaction Date	Transaction Type
		Residential	12067-004	01/20/2016	Refund - Account Credit
Check	01/21/2016	74052 Utility Management Refund	SANCHEZ , MARYELY & ANDRES		155.87
		Account Type	Account Number	Transaction Date	Transaction Type
1BYPAYABLE 1st BY Accounts Payable Totals:			Transactions: 14		\$5,310.47
Checks	14	\$5,310.47			

Prepared By:
Maggie Dominguez
 Date: *Maggie D.*
1/21/16

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/21/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable					
Check	01/21/2016	74039 Utility Management Refund	ADVANCED WIRELESS SOLUTIONS/SAMUEL FEDERICO		372.92
		Account Type	Account Number	Transaction Date	Transaction Type
Check	01/21/2016	74040 Utility Management Refund	CASTREJON , CECILIA		70.65
		Account Type	Account Number	Transaction Date	Transaction Type
Check	01/21/2016	74041 Utility Management Refund	CEMEX CONSTRUCTION MATERIALS/ROBERT DALE		2,064.09
		Account Type	Account Number	Transaction Date	Transaction Type
Check	01/21/2016	74042 Utility Management Refund	DPE CONSTRUCTION/HECTOR CORONA		770.70
		Account Type	Account Number	Transaction Date	Transaction Type
Check	01/21/2016	74043 Utility Management Refund	ERAZO , MARIA V		229.44
		Account Type	Account Number	Transaction Date	Transaction Type
Check	01/21/2016	74044 Utility Management Refund	ESCAMILLA , ALEJANDRA		6.35
		Account Type	Account Number	Transaction Date	Transaction Type
Check	01/21/2016	74045 Utility Management Refund	FUENTES , PERLA		15.96
		Account Type	Account Number	Transaction Date	Transaction Type
		Residential	3193-007	01/07/2016	Refund - Account Credit
Check	01/21/2016	74046 Utility Management Refund	GILBERT , GWENDOLYN C		81.73
		Account Type	Account Number	Transaction Date	Transaction Type
Check	01/21/2016	74047 Utility Management Refund	GREY MOUNTAIN CONSTRUCTION, LLC/SAMUEL TOMS		1,230.89
		Account Type	Account Number	Transaction Date	Transaction Type
Check	01/21/2016	74048 Utility Management Refund	MORALES , DAVID		61.90
		Account Type	Account Number	Transaction Date	Transaction Type
Check	01/21/2016	74049 Utility Management Refund	MUNOZ , MIGUEL		46.99
		Account Type	Account Number	Transaction Date	Transaction Type

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/21/2016

Schubert
 Transaction
 Amount

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable					
Check	01/21/2016	74053 Utility Management Refund	BELTRAN , ROCIO		21.96
		Account Type	Account Number	Transaction Date	Transaction Type
Check	01/21/2016	74054 Utility Management Refund	CALLEROS , FRANCISCO & IRENE A		6.68
		Account Type	Account Number	Transaction Date	Transaction Type
Check	01/21/2016	74055 Utility Management Refund	RAMOS , OSCAR		179.79
		Account Type	Account Number	Transaction Date	Transaction Type
1BYPAYABLE 1st BY Accounts Payable Totals:			Transactions 3		\$208.43
Checks:		3	\$208.43		

Prepared By:
Maggie Dominguez
 Date: *Maggie D.*
 1/21/16



Schedule E

Pay Day Register Report

Pay Date Range 01/01/16 - 01/31/16

Pay Batch 201602M

Pay Batch 201602M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Amount
102 - SALARY	.0000	7,550.00	Gross	7,750.00	ASRS Council	102.15
806 - TELEPHONE STIPEND	.0000	200.00	FEDERAL TAX WITHHOLDING	31.63	ASRS LTD Council	1.08
Total	0.0000	\$7,750.00	SOCIAL SECURITY TAX	480.50	EODCRS - COUNCIL	54.00
			MEDICARE	112.40	EODCRS - DISABILITY	1.13
			STATE WITHHOLDING	135.59	EORP - LEGACY RATE COUNCIL	157.50
			ASRS Council	102.15	EORP COUNCIL RETIREMENT	1,351.25
			ASRS LTD Council	1.08	U.S. MEX DENTAL COUNCIL - CHILD	51.04
			EODCRS - COUNCIL	72.00	U.S. MEX DENTAL COUNCIL - FAM	63.70
			EODCRS - DISABILITY	1.13	US & MEX DENTAL COUNCIL = EE	97.83
			EORP COUNCIL RETIREMENT	747.50	US & MEX HLTH COUNCIL = C	1,686.26
			MISCELLANEOUS	50.00	US & MEX HLTH COUNCIL = EE ONLY	1,625.19
			U.S. MEX DENTAL COUNCIL -	79.40	US & MEX HLTH COUNCIL = F	2,579.54
			U.S. MEX DENTAL COUNCIL -	99.12	VISION - COUNCIL SINGLE	40.72
			US & MEX HEALTH COUNCIL =	562.10	VSP VISION- COUNCIL	30.54
			US & MEX HEALTH COUNCIL = F	859.84	Total	\$7,841.93
			VSP - VISION COUNCIL	35.10		
			Net	\$4,380.46 ✓	Direct Deposits	Amount
					1st Bank Yuma	713.70
					Chase Bank	738.41
					Federal Credit Union	860.31
					REALTORS FED CRED UNION	551.36
					Sunbank	413.44
					Wells Fargo	381.70
					Total	\$3,658.92
					Check	\$721.54



Schedule H

Pay Day Register Report

Pay Date Range 01/01/15 - 01/31/16
Pay Dates 201501

UNITED WAY	33.00
US & MEX DENTAL= FAMILY	644.28
US & MEX HEALTH = C	5,761.73
US & MEX HEALTH = FAMILY	3,224.40
US & MEX HEALTH = SP	1,405.30
VSP - VISION FAMILY	596.70
Net	<u>\$247,651.30</u> ✓

.00	National Bank	650.00
.00	Navy Federal	3,230.56
.00	NetSpend Corporation DD	120.00
.00	NORTH ISLAND CREDIT UNION	827.60
.00	Sunbank	576.25
.00	THE FOOTHILLS BANK	1,666.15
	WASHINGTON FEDERAL	2,023.90
	Wells Fargo	<u>53,763.89</u>
	Total	<u>\$223,708.01</u>

Check \$23,943.29

[Handwritten signature]

[Handwritten signature]

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/28/2016

Schedule I
Transaction Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		0000001		01/11/2016	CATERING SERVICES FOR CONGRESSMAN GOSAR LUNCHEON	332.14
Check	01/28/2016	74077	Accounts Payable	THOMSON WEST PUBLISHING CO.		1,675.29
		Invoice		Date	Description	Amount
		833134506		12/04/2015	SUBSCRIPTION PRODUCT SERVICES FOR COURT	1,675.29
Check	01/28/2016	74078	Accounts Payable	TOSHIBA FINANCIAL SERVICES		432.03
		Invoice		Date	Description	Amount
		2016-00000714		01/25/2016	CONTRACT #: 500-0373070, 500-0455969	432.03
Check	01/28/2016	74079	Accounts Payable	VISION SERVICE PLAN OF ARIZONA		3,517.52
		Invoice		Date	Description	Amount
		FEBRUARY 2016		01/28/2016	INSURANCE FOR FEBRUARY 2016	3,517.52
Check	01/28/2016	74080	Accounts Payable	WAXIE SANITARY SUPPLY		1,240.97
		Invoice		Date	Description	Amount
		75725174		01/11/2016	JANITORIAL SUPPLIES	668.13
		75704213		12/28/2015	SUPPLIES USED F/ ROUTINE MAINTENANCE CITYWIDE BY CREWS/INMATES	131.40
		75705991		12/29/2015	SUPPLIES USED F/ ROUTINE MAINTENANCE CITYWIDE BY CREWS/INMATES	441.44
Check	01/28/2016	74081	Accounts Payable	YUMA COUNTY HUMANE SOCIETY		7,095.00
		Invoice		Date	Description	Amount
		DEC 2015		01/28/2016	KENNELING SERVICES FOR DECEMBER 2015	7,095.00
Check	01/28/2016	74082	Accounts Payable	YUMA COUNTY WATER USERS		30.00
		Invoice		Date	Description	Amount
		2016-00000716		01/28/2016	WATER CONVERSION APPLICATION FEES	30.00

1BYPAYABLE 1st BY Accounts Payable Totals:

Transactions: 27

\$44,897.90

Checks: 27 \$44,897.90

Prepared By:
Maggie Dominguez
 Date: *1/28/16*

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	01/28/2016	74056	Accounts Payable	APPLIED PRODUCTS GROUP LLC		4,427.52
		Invoice	Date	Description		Amount
		DVJF13064	12/22/2015	REPLACEMENT PART F/ CHLORINATOR SYSTEM@WELL SITE #4		4,427.52
Check	01/28/2016	74057	Accounts Payable	ARIZONA MAGISTRATE ASSOC.		50.00
		Invoice	Date	Description		Amount
		2016-00000715	01/28/2016	MEMBERSHIP DUES - JAN - DEC 2016		50.00
Check	01/28/2016	74058	Accounts Payable	ARIZONA PUBLIC SERVICE		10,206.06
		Invoice	Date	Description		Amount
		470828286JAN15	01/15/2016	ELECTRICITY - 101 W JUAN SANCHEZ BLVD		10,109.69
		782358283JAN15	01/14/2016	ELECTRICITY - 661 W URTUZUASTEGUI ST		96.39
Check	01/28/2016	74059	Accounts Payable	ARMSTRONG PAINTING OF YUMA LLC		4,800.00
		Invoice	Date	Description		Amount
		2016-00000728	01/22/2016	CONCRETE SLAB FLOOR PROTECTION/NEW MANGANESE REMOVAL SYSTEM WS#7		4,800.00
Check	01/28/2016	74060	Accounts Payable	CENTURYLINK		75.99
		Invoice	Date	Description		Amount
		2016-00000725	01/28/2016	LONG DISTANCE PHONE SERVICE - DECEMBER 2015		75.99
Check	01/28/2016	74061	Accounts Payable	CENTURYLINK		1,727.44
		Invoice	Date	Description		Amount
		2016-00000726	01/28/2016	LOCAL PHONE SERVICE - JANUARY 2016		1,565.88
		2016-00000727	01/28/2016	SERVICES FOR THE BUSINESS INCUBATOR - 010416-020316		161.56
Check	01/28/2016	74062	Accounts Payable	DE LA VARA, JOSE		49.00
		Invoice	Date	Description		Amount
		DELAVARA012216	01/22/2016	TRAVEL - POLICE LEGAL ADVISOR MEETING		49.00
Check	01/28/2016	74063	Accounts Payable	FRED PRYOR SEMINARS		597.00
		Invoice	Date	Description		Amount
		3719649	01/15/2016	TRANING REWARDS MEMBERSHIP MMUNOZ		199.00
		3719586	01/15/2016	TRANING REWARDS MEMBERSHIP JCASTILLO		199.00

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		3719563		01/15/2016	TRANING REWARDS MEMBERSHIP JPerez	199.00
Check	01/28/2016	74064	Accounts Payable	GARCIA-BONILLA, ELIZABETH		108.00
		Invoice		Date	Description	Amount
		GB 020116		01/28/2016	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM	108.00
Check	01/28/2016	74065	Accounts Payable	GONZALEZ, CARLOS		193.00
		Invoice		Date	Description	Amount
		GONZALEZ 020116		01/28/2016	TRAVEL - THE WORLD OF CONCRETE	193.00
Check	01/28/2016	74066	Accounts Payable	GUERRA, RUTH		400.00
		Invoice		Date	Description	Amount
		114		01/22/2016	TRANSLATING SERVICES FOR COURT - 011816-012216	400.00
Check	01/28/2016	74067	Accounts Payable	HUERTA, JOSE		193.00
		Invoice		Date	Description	Amount
		HUERTA 020116		01/28/2016	TRAVEL - THE WORLD OF CONCRETE	193.00
Check	01/28/2016	74068	Accounts Payable	JJ KELLER & ASSOCIATES		807.84
		Invoice		Date	Description	Amount
		9100831646		09/02/2015	FMLA MANAGER SUBSCRIPTION RENEWAL	807.84
Check	01/28/2016	74069	Accounts Payable	MORENO, ANDREA		108.00
		Invoice		Date	Description	Amount
		MORENO 020116		01/28/2016	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM	108.00
Check	01/28/2016	74070	Accounts Payable	OFFICE DEPOT		1,446.80
		Invoice		Date	Description	Amount
		813951314001		12/23/2015	OFFICE SUPPLIES FOR CITY CLERK	80.90
		812961255001		12/21/2015	OFFICE SUPPLIES FOR FIRE DEPT	11.25
		812961335001		12/21/2015	OFFICE SUPPLIES FOR FIRE DEPT	64.96
		813950796001		12/23/2015	OFFICE SUPPLIES FOR CITY CLERK	108.56
		812828360001		12/18/2015	OFFICE SUPPLIES FOR BUILDN SAFETY	18.02
		813186879001		12/21/2015	OFFICE SUPPLIES FOR CITY ATTORNEY	15.37
		813186169001		12/21/2015	OFFICE SUPPLIES FOR CITY ATTORNEY	188.38
		803062026002		12/21/2015	OFFICE SUPPLIES FOR PW	3.89

City of San Luis
Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		812828359001		12/17/2015	OFFICE SUPPLIES FOR BUILDN SAFETY	295.20
		813951315001		12/24/2015	OFFICE SUPPLIES FOR CITY CLERK	10.55
		814080846001		12/30/2015	OFFICE SUPPLIES FOR WW	141.17
		814084799001		12/30/2015	OFFICE SUPPLIES FOR PW	85.37
		814085113001		12/30/2015	OFFICE SUPPLIES FOR PW	22.73
		814085112001		12/30/2015	OFFICE SUPPLIES FOR PW	46.51
		814080999001		12/30/2015	OFFICE SUPPLIES FOR WW	121.25
		815543411001		01/06/2016	OFFICE SUPPLIES FOR FINANCE	83.02
		815543054001		01/06/2016	OFFICE SUPPLIES FOR FINANCE	149.67
Check	01/28/2016	74071	Accounts Payable	PUEBLO HOUSING & COMMUNITY DEV		500.00
		Invoice		Date	Description	Amount
		2016-00000717		01/28/2016	CIVIC CONTRIBUTION-JOSEFINA YEPEZ CANCER FOUNDATION	500.00
Check	01/28/2016	74072	Accounts Payable	R.L. JONES INSURANCE SERVICES INC.		108.95
		Invoice		Date	Description	Amount
		1988		01/19/2016	MEXICO INSURANCE FOR VARIOUS VEHICLES (CONGRESSMAN GOSAR VISIT)	34.83
		1989		01/19/2016	MEXICO INSURANCE FOR VARIOUS VEHICLES (CONGRESSMAN GOSAR VISIT)	36.32
		1990		01/19/2016	MEXICO INSURANCE FOR VARIOUS VEHICLES (CONGRESSMAN GOSAR VISIT)	37.80
Check	01/28/2016	74073	Accounts Payable	RAMIREZ ADVISORS INTER-NATIONAL,LLC		2,083.33
		Invoice		Date	Description	Amount
		SL-0815-06		01/28/2016	MONTHLY RETAINER FOR DEC 2015	2,083.33
Check	01/28/2016	74074	Accounts Payable	RODRIGUEZ, ALEJANDRO		193.00
		Invoice		Date	Description	Amount
		RODRIGUEZ 020116		01/28/2016	TRAVEL - THE WORLD OF CONCRETE	193.00
Check	01/28/2016	74075	Accounts Payable	SMITH, RALPH E. SR.		2,500.00
		Invoice		Date	Description	Amount
		23634		12/01/2015	DISINFECTION B PRODUCTS DBP	1,650.00
		23700		12/31/2015	MRDL MONITOR RESIDUAL DISINFECTION LEVELS	100.00
		23704		12/31/2015	DECEMBER - MICROBIOLOGICAL ANALYSIS - COMPLIANCE TESTING	750.00
Check	01/28/2016	74076	Accounts Payable	TACOS EL CHIPILON, LLC		332.14
		Invoice		Date	Description	Amount

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/28/2016

Schedule J
Transaction Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		psprs 012216r		psprs 012216 r		37,970.97
Check	01/28/2016	74092	Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC		345.00
		Invoice	Date	Description		Amount
		2016-00000721	01/28/2016	539 - ASK COPS - SLPD		345.00
Check	01/28/2016	74093	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		2,890.32
		Invoice	Date	Description		Amount
		CS PPE 012916	01/28/2016	CS PPE 01292106		2,890.32
Check	01/28/2016	74094	Accounts Payable	UNITED WAY OF YUMA COUNTY INC.		33.00
		Invoice	Date	Description		Amount
		2016-00000722	01/28/2016	705 - UNITED WAY		33.00
Check	01/28/2016	74095	Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF		599.50
		Invoice	Date	Description		Amount
		2016-00000723	01/28/2016	543 - IAFF- FIRE DEPT		599.50
Check	01/28/2016	74096	Accounts Payable	ZIONS FIRST NATIONAL BANK		85.00
		Invoice	Date	Description		Amount
		2016-00000724	01/28/2016	533 - GARNISHMENT		85.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 14		\$45,749.85

Checks: 14 \$45,749.85

Prepared By:
Maggie Dominguez
 Date: *1/28/16*

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 01/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	01/28/2016	74083	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT		164.31
		Invoice	Date	Description		Amount
		2016-00000718	01/28/2016	532 - GARNISHMENT - CHILD SUPPORT		164.31
Check	01/28/2016	74084	Accounts Payable	FOP/ALC		296.00
		Invoice	Date	Description		Amount
		2016-00000719	01/28/2016	714 - FOP/ALC		296.00
Check	01/28/2016	74085	Accounts Payable	INTERNAL REVENUE SERVICE		50.00
		Invoice	Date	Description		Amount
		2016-00000720	01/28/2016	533 - GARNISHMENT		50.00
Check	01/28/2016	74086	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		109.35
		Invoice	Date	Description		Amount
		ASRS LEGACY 0122	01/28/2016	ASRS LEGACY 012216		109.35
Check	01/28/2016	74087	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		2.26
		Invoice	Date	Description		Amount
		eodcrs 12216	01/28/2016	eodcrs 012216		2.26
Check	01/28/2016	74088	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		2,098.75
		Invoice	Date	Description		Amount
		EORP JAN 2016	01/28/2016	EORP JAN 2016		2,098.75
Check	01/28/2016	74089	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		157.50
		Invoice	Date	Description		Amount
		psprs eorp	01/28/2016	psprs eorp bu		157.50
Check	01/28/2016	74090	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		947.89
		Invoice	Date	Description		Amount
		psprs 012216 acr	01/28/2016	psprs 012216 acr		947.89
Check	01/28/2016	74091	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		37,970.97
		Invoice	Date	Description		Amount



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 02/10/2016

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

Submitted By: Andrea Moreno, Police Administrator, Police Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding the adoption of Resolution No. 1126. A resolution of the Mayor and City Council of San Luis, Arizona to receive funding for overtime and mileage by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Operation Stonegarden Grant Program - Overtime and Mileage between the State of Arizona through the Arizona Department of Homeland Security and the City of San Luis, Arizona through the San Luis Police Department. **(Victor Figueroa, Acting Chief of Police)**

SUMMARY:

The City of San Luis Police Department has been awarded \$240,000.00 for overtime and mileage under FY 2015 Operation Stonegarden Program Award. The adoption of this resolution will support the border patrol mission by allowing police officers to stop the egression of drug smuggling and undocumented persons.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1126.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to this Agenda Item Review Form.

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS:	Federal
TOTAL:	240,000
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	N/A
ACCOUNT #/REMAINING BALANCE:	240,000

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

The SLPD will receive \$240,000 in OT and Mileage as reimbursements. Account numbers: 250-50010.137 Overtime and 250-70005.137 Gas/Oil.

Attachments

Award Letter

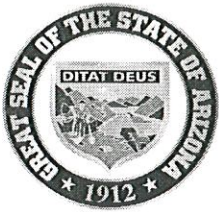
Financial Documents

NIMS

Grant Application

Resolution No. 1026

Agreement



Governor Douglas A. Ducey

State of Arizona



Director Gilbert M. Orrantia

Department of Homeland Security

December 11, 2015

Acting Chief Victor Figueroa
San Luis Police Department
1030 E. Union Street
San Luis, AZ 85349

Subject: FFY 2015 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **150430-01**
Project Title: **OPSG Overtime and Mileage**

Dear Acting Chief Figueroa:

The Operations Orders that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) and the CBP/Border Patrol for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Overtime and Mileage**" has been funded under the Operation Stonegarden Grant Program for **\$240,000**. The grant performance period is **January 1, 2016 through December 31, 2016**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subrecipient Agreements - go to www.azdohs.gov under Grants and download two original OPSG Subrecipient Agreements (NOTE: they are specific to the "Overtime and Mileage" and "Equipment" grants):
 - a. Overtime and Mileage Subrecipient Agreement for an Overtime/Mileage grant
 - b. Equipment Subrecipient Agreement for an Equipment grant
2. OPSG Funding Addendum (enclosed)
3. Financial Forms - go to www.azdohs.gov under Grants and download this Excel document
4. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification
5. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter)

Hard copies of the Subrecipient Agreement, Financial Forms, and the NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3, 4 and 5 (if applicable) above is not signed and received by AZDOHS on or before March 31, 2016 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- **Reimbursements for overtime are limited to 50% of the funded amount until FEMA-DHS-GPS approves the submitted PRICE Act Waiver request. After receipt of the approved waiver, AZDOHS will send a release for the remainder of the award.**
- All overtime deployments must be pre-coordinated with the Border Patrol in order for your agency to be eligible for reimbursement.
- Quarterly programmatic reports must be submitted on the most recent form/template.
- Subrecipients must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subrecipients are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to

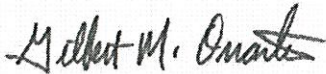
manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subrecipient agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.

- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Reimbursements are limited to approved quantities and funding thresholds.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Andrea Moreno

Attachments: OPSG Funding Addendum, EHP Designation Letter

**FY 2015 Operation Stonegarden Grant Program
 Operations Order Funding Addendum
 Agency: San Luis Police Department
 Grant#: 150430-01**

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. Subgrantee agrees to the funding shown here:

OVERTIME

OVERTIME	MILEAGE	TRAVEL	TOTAL AWARD
\$224,160	\$15,840		\$240,000

Project Point of Contact

Print Name

Signature

Date

Strategic Planner or
 Assistant Director Planning &
 Preparedness

William D. Seltzer

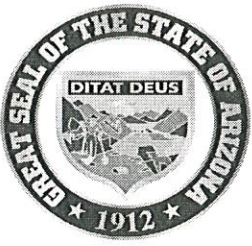
Print Name

Signature

Date



This form is to be signed and returned.



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

FFY 2015

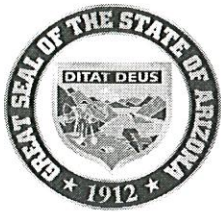
Dear OPSG Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.



Governor Douglas A. Ducey

State of Arizona



Director Gilbert M. Orrantia

Department of Homeland Security

December 11, 2015

Acting Chief Victor Figueroa
San Luis Police Department
1030 E. Union Street
San Luis, AZ 85349

Subject: FFY 2015 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **150430-01**
Project Title: **OPSG Overtime and Mileage**

Dear Acting Chief Figueroa:

The Operations Orders that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) and the CBP/Border Patrol for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Overtime and Mileage**" has been funded under the Operation Stonegarden Grant Program for **\$240,000**. The grant performance period is **January 1, 2016 through December 31, 2016**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subrecipient Agreements - go to www.azdohs.gov under Grants and download two original OPSG Subrecipient Agreements (NOTE: they are specific to the "Overtime and Mileage" and "Equipment" grants):
 - a. Overtime and Mileage Subrecipient Agreement for an Overtime/Mileage grant
 - b. Equipment Subrecipient Agreement for an Equipment grant
2. OPSG Funding Addendum (enclosed)
3. Financial Forms - go to www.azdohs.gov under Grants and download this Excel document
4. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification
5. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter)

Hard copies of the Subrecipient Agreement, Financial Forms, and the NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3, 4 and 5 (if applicable) above is not signed and received by AZDOHS on or before March 31, 2016 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- **Reimbursements for overtime are limited to 50% of the funded amount until FEMA-DHS-GPS approves the submitted PRICE Act Waiver request. After receipt of the approved waiver, AZDOHS will send a release for the remainder of the award.**
- All overtime deployments must be pre-coordinated with the Border Patrol in order for your agency to be eligible for reimbursement.
- Quarterly programmatic reports must be submitted on the most recent form/template.
- Subrecipients must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subrecipients are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to

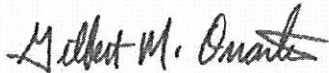
manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subrecipient agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.

- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Reimbursements are limited to approved quantities and funding thresholds.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Andrea Moreno

Attachments: OPSG Funding Addendum, EHP Designation Letter

Grant Number:

150430-01

Arizona Department of Homeland Security Financial Systems Survey

Name of Organization: City of San Luis Police Department

Person completing survey: Andrea Moreno

Date: 1/6/2016

email: amoreno@cityofsanluis.org

PLEASE ANSWER EVERY QUESTION BY CHECKING THE APPROPRIATE BOX. ATTACH MATERIALS AND

As stewards of federal and state funds, the Arizona Department of Homeland Security (AZDOHS) prefers to

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?

Yes

2. Has your organization received funding from the Arizona Department of Homeland Security within the past two

Yes, the San Luis Police Department received funding for overtime, mileage and equipment.
Contract numbers 130422-01, 130422-02, 888428-03, 140430-01, 140430-02 & 140430-03

3. Has your organization been audited by an independent Certified Public Accountant within the past two years?

Yes No

4. Has your organization completed an A-133 Single Audit within the past two years?

Yes No

5. Has your organization been granted tax-exempt status by the Internal Revenue Service?

Yes No

6. If you answered YES to question #5 under what section of the IRS code?

Yes No

Government

7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?

Yes No

B. FUNDS MANAGEMENT

8. Which of the following describes your organization's accounting system?

Manual Automated Combination

9. How frequently do you post to the General Ledger?

Daily Weekly Monthly Other

10. Does the accounting system completely and accurately track the receipt and disbursements of funds by each

Yes No

Yes No

11. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

Yes No

12. Are time and effort distribution reports maintained for employees working fully or partially on state or federal

Yes No

13. Is your organization familiar with Federal Cost Principles (i.e. OMB Circular A-87, A-122 or A-21)?

Yes No

C. INTERNAL CONTROLS

14. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

Yes No

15. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for

Yes No

16. Are all accounting entries and payments supported by source documentation?

Yes No

17. Are cash or in-kind matching funds supported by source documentation?

Yes No

18. Are employee time sheets supported by appropriately approved/signed documents?

Yes No

19. Does the organization maintain policies which include procedures for assuring compliance with applicable Code

Yes No

D. PROCUREMENT

20. Does the organization maintain written codes of conduct for employees involved in awarding or administering

Yes No

21. Does the organization conduct purchases in a manner that encourages open and free competition among

Yes No

22. Does the organization complete some level of cost or price analysis for every purchase?

Yes No

23. Does the organization maintain files and other source documentation sufficient to detail the history of each

Yes No

24. Does the organization maintain a system of contract administration to ensure contractor conformance with the

Yes No

25. Does the organization maintain written procurement policies and procedures?

Yes No

Arizona Department of Homeland Security Standard Data Collection Form

A. Agency Information

Project Title:	FFY 2015 Operation Stonegarden Grant Program (OPSG)
Agency:	City of San Luis Police Department
Amount Awarded:	\$240,000
Project Description (Overtime or Equipment)	OPSG Overtime and Mileage

Address:	1030 E. Union St. <small>(Address Line 1)</small>		San Luis <small>(City)</small>	AZ <small>(State)</small>	85349 <small>(Zip code)</small>
	P.O. Box 3720 <small>(Address Line 2)</small>				
County:	Yuma				

Authorized Individual:

Name:	Andrea <small>(First Name)</small>		Moreno <small>(Last Name)</small>		
Position / Title:	Police Administrator				
Email:	amoreno@cityofsanluis.org				
Phone:	928-341-2420	Ext.	2235		
Fax:	382-627-5436				

IRS Employer Identification Number (EIN):	86-0376164
Agency Classification :	Municipality

Have you previously conducted business with the State using this Employer Identification Number?

If No, Please go to the following website to download and complete the State of Arizona Substitute W-9 form. Please be sure to submit this form with your application. <https://gao.az.gov/>

In which Congressional (Federal) District is your agency headquartered? Enter District

#: http://www.azredistricting.org (click on Final Maps)	3
--	---

In which Legislative (State) District is your agency headquartered? Enter District # :

#: http://www.azredistricting.org (click on Final Maps)	4
--	---

Approximately how much FEDERAL funding will your organization expend in your current fiscal year?

What is your organization's fiscal year-end date?

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133?

Please provide contact information of the audit firm conducting your audit:

Agency:	Lumbard & Associates, P.L.L.C				
Address:	4143 N. 12th Street, Suite 100				
	<small>(Address Line 1)</small>		Phoenix <small>(City)</small>	AZ <small>(State)</small>	85014 <small>(Zip code)</small>
	<small>(Address Line 2)</small>				

Phone Number:	602-274-9966
Fax:	602-265-0021

B. Contact Information (Please copy this portion as many times as needed.)

Program Agency - Indicates person with primary contact with the Arizona Department of Homeland Security and is directly responsible for ensuring that the program plan is implemented. All future program correspondence will be sent to this person.

Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.

Collaborator - Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

Agency Contact Type :

Agency:
Address:
(Address Line 1)

(Address Line 2) (City) (State) (Zip code)

County:

Contact Person:
(First Name) (Last Name)

Position/Title:
Email:
Phone Number: Ext.
Fax:

Agency Contact Type :

Agency:
Address:
(Address Line 1)

(Address Line 2) (City) (State) (Zip code)

County:

Contact Person:
(First Name) (Last Name)

Position/Title:
Email:
Phone Number: Ext.
Fax:

Agency Contact Type :

Agency:
Address:
(Address Line 1)

(Address Line 2) (City) (State) (Zip code)

County:

Contact Person:
(First Name) (Last Name)

Position/Title:
Email:
Phone Number: Ext.
Fax:

Arizona Department of Homeland Security Federal Funding Accountability and Transparency Act (FFATA)

Grant Number 150430-01

Name of Agency Receiving Award City of San Luis Police Department

OPSG Grant Type (Overtime or Equipment) OPSG Overtime and Mileage

Awarded Amount \$ 240,000.00

DUNS Number (Contact your Finance Department for more information) 87-9102684

10 Digit Zip Code + 4 (XXXXX-XXXX) 85349-1170

Is 80% or more of your annual gross revenues from Federal awards?

YES		NO	X
-----	--	----	---

Do you receive \$25 million or more annually from Federal awards?

YES		NO	X
-----	--	----	---

If you answered "YES" to BOTH questions, you are required to complete the following:

Names and Total Compensation of Top Five paid executives:

	\$
	\$
	\$
	\$
	\$

NIMS Compliance Certification

Subgrantee Information

Subgrantee Agreement Number: **150430-01**

Agency: **San Luis Police Department**

Please complete this form, sign and return to AZDOHS with award packet materials.

1. a. Select your jurisdiction type:

Tribal Nation County/Parish/Township/Borough City/Urban Area Other:

If you marked other, please explain:

1. b. If all components of your jurisdiction are not accounted for, please explain:

2. Has your jurisdiction formally adopted and/or maintained adoption of the National Incident Management System as your all-hazards incident management system for Fiscal Year (FY) 2014? Yes No

3. Has your jurisdiction reviewed and revised the following types of plans to incorporate NIMS components, principles, and policies?

Emergency Operations Plans	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Mitigation Plan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Standard Operating Procedures	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Training Plan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Standard Operation Guidelines	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Continuity Plan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
All Hazard Plan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

4. Has your jurisdiction established (and/or have in development) the following types of mutual aid agreements, compacts, and/or assistance agreements?

<u>Intrastate Agreements</u>			<u>Interagency and Interstate Agreements</u>		
Throughout the State/Territory?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Throughout the jurisdiction?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
That include the Private Sector?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	That include the Private Sector?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
That include NGOs?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	That include NGOs?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
That include Tribal Nations?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	That include Tribal Nations?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

5. a. Have NIMS concepts and principles been incorporated into appropriate training within your jurisdiction?

Yes, all appropriate training Yes, some appropriate training No

5. b. If yes, which of the following has been incorporated?

<input checked="" type="checkbox"/> Interoperable and Compatible Communications, Technology, and Information Management	<input checked="" type="checkbox"/> Incident Command System
<input type="checkbox"/> Resource Management, Typing, and Credentialing	<input checked="" type="checkbox"/> Multiagency Coordination System
<input checked="" type="checkbox"/> Mutual Aid or Assistance Agreements	<input checked="" type="checkbox"/> Public Information

6. Has your jurisdiction implemented a training program to ensure that the appropriate emergency/incident response personnel, as identified in the NIMS Training Program, receive NIMS training in accordance with their incident management responsibilities?

Yes No

7. Which, if any, of the following are priorities for your jurisdiction to incorporate into training in the coming year? Please choose up to three options from the list below.

<input checked="" type="checkbox"/> Interoperable and Compatible Communications, Technology, and Information Management	<input checked="" type="checkbox"/> Incident Command System
<input type="checkbox"/> Resource Management, Typing, and Credentialing	<input checked="" type="checkbox"/> Multiagency Coordination System
<input type="checkbox"/> Mutual Aid or Assistance Agreements	<input type="checkbox"/> Public Information

Other (please specify):

NIMS Compliance Certification

8.a. Have NIMS concepts and principles been incorporated into appropriate exercises within your jurisdiction?

- Yes, all appropriate exercises Yes, some appropriate exercises No

8.b. If yes, which of the following has been incorporated?

- Interoperable and Compatible Communications, Technology, and Information Management Incident Command System
 Resource Management, Typing, and Credentialing Multiagency Coordination System
 Mutual Aid or Assistance Agreements Public Information

9. Which, if any, of the following are priorities for your jurisdiction to incorporate into exercises in the coming year? Please choose up to three options from the list below.

- Interoperable and Compatible Communications, Technology, and Information Management Incident Command System
 Resource Management, Typing, and Credentialing Multiagency Coordination System
 Mutual Aid or Assistance Agreements Public Information

Other (please specify):

10. Does your jurisdiction maintain an inventory of its response resources and assets? Yes No

11. Does your jurisdiction use an interoperable tool, such as the Incident Resource Inventory System (IRIS), to inventory response resources and assets? Yes No

12. Has your jurisdiction typed and inventoried your response resources and assets consistently with available national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at <http://www.fema.gov/resource-management?> Yes No

13. Does your jurisdiction have a process to determine availability of response resources and assets in accordance with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at <http://www.fema.gov/resource-management?> Yes No

14. What priorities has your jurisdiction identified to enhance your implementation of NIMS in the coming year? Please check up to three.

- Incorporate NIMS concepts and principles into existing plans and/or planning efforts.
 Update training to ensure all applicable NIMS concepts and principles are incorporated.
 Incorporate additional NIMS concepts and principles into exercises.
 Make communication and information management practices consistent with NIMS.
 Increase efforts to inventory all response assets consistently with available NIMS national resource typing definitions
 Increase adoption of the Incident Command System. Increase adoption of Multiagency Coordination Systems
 Make public information practices consistent with NIMS.

Other (please specify):

15. Does your jurisdiction have an access and re-entry plan in order to control the flow of resources and personnel into the area of an incident? Yes No

16. Please list any tools, training, guidance, or support that would be helpful in further enhancing your jurisdiction's implementation of NIMS:

The San Luis Police Department is currently up to date in all training records and working with the Yuma County Emergency Management to ensure our department meets minimum NIMS requirements for training. The SLPD hopes to incorporate resource typing in the future for our personnel and equipment.

Authorized Signature

Print Name and Title

Date

FY 2015 OPERATION STONEGARDEN (OPSG) OPERATIONS
ORDER AND BUDGET TEMPLATE

OMB: 1660-0125
Expires: 12/31/15

Op Order Name:	FY 2015 OPSG ARIZONA – San Luis Police Department	
Op Order Number:	<Completed by USBP>	
Op Dates:	From: 09/01/2015	To: 08/31/2018
Report Date:	04/29/2015	

Executive Summary

Operation Stonegarden is an operation being conducted by the San Luis Police Department (SLPD) from September 1, 2014 to August 31, 2016. The focus of the operation will be to increase law enforcement presence and the enforcement of Arizona State law and City Code within the San Luis Police Department’s area of responsibility (AOR); this includes the most southern part of the Colorado River within the United States of America. The target areas of the operation are adjacent to the U.S./Mexico boundary and are high traffic zones for illicit cross-border traffic.

I. Situation

A. General Situation:

With the great increase in criminal activity by drug and human smuggling organizations on the Mexican side of the border communities such as San Luis Arizona, residents and visitors are greatly affected since they are constant victims of violent and criminal acts. Organized crime is filtering into this community due to the proximity with San Luis Rio Colorado, Mexico and more violent crimes have occurred which are tied to these organizations. This raising problem has placed this jurisdiction in a higher level of alertness by local Law Enforcement, local residents and outside agencies.

Currently a common trend in this community is the involvement of gang members from known local gangs and newly formed gangs getting involved with drug smuggling, weapons violations and human traffic. Another statistic in the San Luis, Arizona community is the increase activity in residential and commercial burglaries tied to organized crime on the Mexico/U.S. border. Juveniles are being used to commit these types of crimes and the lure of money by organized crime organizations to recruit them for this activity is a major problem.

Since “Operation Stonegarden” went into effect, border communities such as San Luis, Arizona have benefited by obtaining funding for needed equipment used in the surveillance, communications and intelligence gathering of all law enforcement agencies along the border with a special emphasis on organized crime.

B. Terrain/Weather:

The Yuma Border Patrol Sector's area of responsibility (AOR) is primarily arid desert, and includes 126 miles of linear border with Mexico. The Yuma Station has a total of 62 miles of border with Mexico. The Yuma Station AOR includes the Great Sonoran Desert, the Imperial Sand Dunes, the Colorado and Gila Rivers, and large agricultural areas.

The main population centers include the cities of Yuma, Somerton, and San Luis. San Luis borders with Mexico on both its southern and western city limit boundaries. The San Luis Police Department is responsible for the entire city limits including areas surrounding the San Luis, Arizona Port of Entry (POE#1). The north side of the POE#1 is surrounded by an urbanized area. The west side of the POE#1 consists of a desert area colliding with the Rio Colorado River. The east side of the POE#1 consists of desert areas along the Mexican border fence on the south with residential areas on the north. POE#2 consists of desert areas along the Mexican border while the outlying areas of the city limits consist mostly of rural farmland or undeveloped desert area

During winter months, temperatures range from the low 80's to the low 30's at night.

Beginning in late April, sustained daytime temperatures above 100 degrees Fahrenheit can be expected. By mid-June, temperatures can reach the 120-degree mark and are normally sustained through the month of September.

During periods of incremental weather, high winds and sand storms are frequent. They can be unpredictable and range in duration from several minutes to several days. They vary in intensity from minor blowing sand to near-zero visibility conditions. During sand storms, mobility is limited and operations are severely impacted.

C. Criminal Element:

The majority of the criminal element contacted by SLPD personnel will be people with arrest warrants, suspended/cancelled/revoked driver's licenses and others involved in drug offenses, transportation of undocumented aliens and other criminal activity such trespassing, littering, criminal damage, etc. During the recent months there has been a great increase of violent crimes involving gang members (stabbings), drug smuggling to include assaults and robberies among other incidents.

Due to the close proximity to the immediate border area, SLPD officers many times come into contact with individuals involved with criminal smuggling organizations who operate on both sides of the border.

D. Friendly Forces:

- a. U.S. Border Patrol – Yuma Station
- b. U.S. Border Patrol - Wellton Station
- c. Customs and Border Protection
- d. Immigration and Customs Enforcement
- e. Somerton Police Department
- f. Arizona Department of Public Safety
- g. Arizona Department of Corrections
- h. Bureau of Land Management
- i. Cocopah Tribal Police Department

- j. Yuma County Sheriff's Office
- k. Yuma Police Department
- l. MCAS SAR

II. MISSION

The San Luis Police Department and Department of Homeland Security will collaboratively deny the use of routes of egress along the Arizona Border and support the priority mission of anti-terrorism, detection, arrest, prosecution, deterrence and intelligence gathering related to all cross border illicit trafficking. The City of San Luis Police Department will close smuggling corridors that also serve as potential entry avenues for criminals of illegal origin and other risks to the community of San Luis and throughout Yuma County.

III. EXECUTION

A. Management/Supervisor Intent:

It is the intent of the Chief of Police, United States Border Patrol, Yuma Sector, to increase border security in direct coordination with the SLPD under the provisions of Operation Stonegarden. SLPD will increase and add patrol and visibility of uniformed and/or un-uniformed officers along Highway 95, Juan Sanchez Blvd, Arizona 195, the lower Colorado River, as well as the desert area east and north of residential neighborhoods within the City of San Luis's jurisdiction in order to increase border security in direct coordination with Border Patrol. The overall intent of the operation is to protect the City of San Luis, Arizona from the alien criminal element, disrupt criminal organizations by enforcing state and local laws and gather intelligence.

B. General Concept:

The San Luis Police Department (SLPD) will increase border security in direct coordination with Border Patrol and will increase patrols within its jurisdiction (Border Zones S1W, S1E, and S3) with additional uniformed and/or un-uniformed patrol officers. It is anticipated that the increase of law enforcement presence will significantly impact the ability of criminal organizations to smuggle humans and illegal drug contraband in those areas. It is also anticipated that the additional patrols will create a defense-in-depth posture along the San Luis Corridor.

SLPD Officers will also assist at the San Luis Port of Entry outbound operation conducting pre-inspection of southbound traffic as indirect support to the Department of Homeland Security with the intent to screen vehicles and or persons for possible further intense secondary inspection. These duties are performed along the Main Street corridor leading to Mexico, with the Officers intent to increase the effectiveness and facilitate, "Operation Hardball".

C. Specific Responsibilities:

All Stonegarden funds allocated within Arizona must support CBP's border security mission. All Stonegarden deployments must be pre-coordinated, approved and directed as part of the block schedule, named CBP operation or pre-coordinated ad hoc operation.

Border Patrol Responsibilities

- Operational Control: Border Patrol management at the Sector and Station level will closely coordinate with participating agencies and ensure that deployments are in alignment with station and sector objectives.
- Station personnel will work collaboratively with participating agencies to identify border security threats within their respective Area of Responsibility (AOR).
- In the absence of specific named operations, stations will pre-coordinate ad hoc OPSG deployments or create and provide bi-weekly block schedules to participating agencies (dates, times, and locations).
- SLT Officers/Deputies may conduct ad hoc OPSG operations which are not part of a named operation or are not part of the block schedule if pre coordination has taken place with the appropriate Border Patrol Station or identified BP POC

- Border Patrol will identify a sector and/or station point of contact that will:
 - Coordinate and approve every OPSG deployment.
 - Review Daily Activity Reports.
 - Create and provide block schedules.
- When practical, based on the deployment location of OPSG officers and BP station locations, participating agencies should be encouraged to attend station musters.
- If applicable, coordination with the Office of Field Operations regarding outbound operations should be encouraged.
- Station personnel are required to provide OPSG participants with actionable intelligence.

Participating Agency Responsibilities

- Participating agency will work collaboratively to identify border security threats within their Area of Responsibility (AOR).
- Participating agencies will adhere to the station block schedule, pre coordinated ad hoc deployment location or deployment scheme within a specific named CBP Operations Order.*
- Participating deputies/officers will advise Border Patrol dispatch and/or the duty Field Operations Supervisor (shift commander) when beginning and ending their shift.
 - In the event that a participating agency's jurisdiction covers multiple BP station AORs, a BP single POC can be identified to streamline the process
 - Notification to the BP Station or identified BP POC can be made by phone prior to the participating officer's departure to the pre-coordinated deployment area
- Participating deputies/officers will provide Border Patrol Stations with intelligence gathered during deployments.

- In the event of arrest or seizure, pertinent information such as vehicle registration information, suspect information, seizure location and concealment methods should be included in the narrative section of the Daily Activity Report
- In the event that a participating agency's jurisdiction covers multiple BP station AORs, a single Border Patrol POC can be identified receive the information and to streamline the process.
- Participating agencies will provide Border Patrol Stations with a Daily Activity Report within two days after each deployment.

Stonegarden Deployments

At the discretion of the CBP/BP Sector Chief Patrol Agent, partnering state, local, and tribal (SLT) agencies may conduct additional border security operations (discussed below) to support TCA as part of a specific named operation or ad hoc operations which are not part of the block schedule. These additional enforcement operations will require pre-coordination of the ad hoc operation or a separate and approved CBP Operations Order (with Tucson or Yuma Sector HQ approval and Joint Field Command concurrence). Please note that all Stonegarden deployments discussed below must be conducted on overtime status. The additional OPSG enforcement operations are defined below:

- Specific Named Operations: SLT Officers/Deputies may perform the function of interdiction assets, observation posts, forward operating base/camp support, etc. in support of specific named Sector operations.
- Specialty Teams: SLT Officers/Deputies may support Sector specialty teams (i.e. DISRUPT – plain clothes surveillance/interdiction operations).
- Pairing of Authority: SLT Officers/Deputies may ride in the same vehicle as Border Patrol Agents and conduct joint enforcement operations.
- Targeted Enforcement: SLT Officers/Deputies may support Sector targeting of specific people, organizations, terrain, etc.
- Pre-coordinated ad hoc OPSG Operations SLT Officers/Deputies may conduct ad hoc operations which are not part of a named operation or are not part of the block schedule if pre coordination has taken place with the appropriate Border Patrol Station or identified BP POC. NOTE: per grant guidelines, supplanting normal activities is not allowed and will not be reimbursed (3). As with all OPSG deployments, a direct nexus to supporting the border security efforts must be illustrated.

D. Coordinating Instructions:

During the times of the operation, officers will maintain vigilance in high traffic areas along the border and employ methods to assist in deterring illicit cross-border traffic in areas predetermined and identified by the City of San Luis Police Department to include areas between the United States-Mexico border, Juan Sanchez Boulevard, Avenue B, Avenue H, the levee and County 21½, Highway 95 and Arizona 195. Investigators will be deployed to gather intelligence on border related crime and to conduct follow up investigations on cases stemming from border related criminal activity. Un-uniformed officers will also be deployed in residential

areas on cases or information gathered from possible stash houses for undocumented persons or drugs. In order to achieve operational coordination, officers will be briefed by the SLPD patrol supervisor assigned to duty at the beginning of each shift. The SLPD patrol supervisor will contact the Yuma Border Patrol Station to receive relevant information that may aid SLPD officers with this task during the Stonegarden shift. Officers assigned to Stonegarden Operation River Watch will patrol the lower Colorado River bank within the City of San Luis to deny entry to those wanting to enter the country illegally both on foot and vehicles. Officers assigned to Stonegarden Operation "Off Road" will be deployed within the City limits east of Juan Sanchez Boulevard from Main Street up to Avenue B ½ or more. These units will patrol all desert areas on the north and south part of Juan Sanchez Blvd. using off-road vehicles and/or ATV's during regular patrol or planned special operations. If a suspected terrorist and/or subject of interest to National Security are encountered during the course of operations, the nearest Tucson Sector Border Patrol Station will be immediately notified. If they are unable to respond in a timely manner, the nearest Immigration and Customs Enforcement (ICE) office will be notified along with the Joint Terrorism Task Force (JTTF). All outbound operations will be coordinated with CBP/OFO. Officers/Deputies conducting outbound operations will check-in and out with the designated CBP officer for each operational period. At the completion of an outbound operation, a completed daily activity report will be sent according to established protocols and to the designated point of contact at the Port of Entry. A point of contact will be established for each operational plan/seizure entered within the Coordinated Operational Planning System (COPS). Interdiction activities will be coordinated through the COPS for the purpose of de-confliction of operations. Any seizures linked to a specific operations plan will be entered into the COPS. This will be done in conjunction with the required daily activity report submissions.

IV. BUDGET

A.1 Example - Cost Estimates/Funding Requests (Year 1):

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
Law Enforcement Operational Overtime	\$35 per hour OT rate; 4,400 hours per year	\$168,588
	\$23 per hour OT rate; 634.3 hours per year	
Fringe Benefits for Law Enforcement	\$11.20 per hour OT rate; 4,400 hours per year	\$55,572
	\$9.92 per hour OT rate; 634.3 hours per year	
Travel, Lodging, and Per Diem for deployed LE and/or Federally sponsored (DHS/FEMA) border security task forces, conferences		

and/or mandatory training			
General Equipment		2 Thermal imaging & light amplifications (AEL#030E-02-TILA)	\$8,306
Special Equipment (Requiring separate waiver i.e., Planes, boats, vehicles, SUVs, etc.)			
Part-Time to Full-Time Law Enforcement Personnel			
Activated Reserve Law Enforcement Personnel			
Vehicles:	Vehicle Maintenance	N/A	
	Fuel Cost	35,596 miles driven x \$.445 per mile (AZ State Rate) =	\$15,840
Total			\$248,306

A.2 Cost Estimates/Funding Requests (Year 2):

Administration/Logistics/Budget Request		Narrative Justification (Computation of Items)	Federal Request
Law Enforcement Operational Overtime			
Fringe Benefits for Law Enforcement			
Travel, Lodging, and Per Diem for deployed LE and/or Federally sponsored (DHS/FEMA) border security task forces, conferences and/or mandatory training			
Special Equipment (Requiring separate waiver i.e., Planes, boats, vehicles, SUVs, etc.)			
Part-Time to Full-Time Law Enforcement Personnel			
Activated Reserve Law Enforcement Personnel			
Vehicles:	Vehicle Maintenance	N/A	

	Fuel Cost	___ miles driven x \$.445 per mile (AZ State Rate) = \$	
Total			

A.3 Cost Estimates/Funding Requests (Year 3):

Administration/Logistics/Budget Request		Narrative Justification (Computation of Items)	Federal Request
Law Enforcement Operational Overtime			
Fringe Benefits for Law Enforcement			
Travel, Lodging, and Per Diem for deployed LE and/or Federally sponsored (DHS/FEMA) border security task forces, conferences and/or mandatory training			
Special Equipment (Requiring separate waiver i.e., Planes, boats, vehicles, SUVs, etc.)			
Part-Time to Full-Time Law Enforcement Personnel			
Activated Reserve Law Enforcement Personnel			
Vehicles:	Vehicle Maintenance	N/A	
	Fuel Cost	___ miles driven x \$.445 per mile (AZ State Rate) = \$	
Total			

TOTAL FOR YEARS 1, 2 and 3 = \$248,306

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

The San Luis Police Department's normal chain of command will remain in effect. Command structure as it pertains to outside agencies will begin with San Luis Police Department Patrol Supervisor on duty.

Head of Agency: Victor Figueroa

Point of Contact: Andrea Moreno

B. Unit Command:

Immediate supervisor of all participating San Luis Police officers will be the Patrol Supervisor on duty or on Special Operations the Operations Commander assign to oversee it.

C. Communications Detail:

Established department reporting and radio procedures will be used by all San Luis Police Department officers participating in this operation. Communications personnel will assist in Stonegarden Operations throughout the length of this grant.

D. Map Coordinates:

Notes:

Longitude: 114:46:46	Latitude: 32:29:43	
Degrees:	Minutes:	Seconds:
Decimal: 32.495404015	-114.7824272622	
Location Zone:		

ANNEX

A. Administration Annex:

Not applicable.

B. Execution Annex:

Intelligence gathering and sharing will be a key to this operation. The Yuma Sector Intelligence Unit (SIU) will be the collection point for all intelligence information gleaned through this operation. The Sector SIU will provide current intelligence information concerning local railroad yards, the Colorado River areas, and routes of egress to the SLPD prior to the start of this operation. Intelligence gathered by SLPD Officers will be documented at the conclusion of every shift and forwarded to the SIU via the Operation Stonegarden Daily Activity Report.

The Sector SIU will compile the Stonegarden Activity Reports and submit a recap to Headquarters Statistical Unit weekly.

A Yuma Station Supervisor will contact the SLPD shift supervisor to receive real time intelligence pertinent to the Yuma Station AOR. The SLPD supervisor will pass down the information received.

The Yuma Station as well as the SIU will document intelligence via the G-392, Passdown Log, G-123s and other means. New trends, to include concealment methods, entry points, high activity hours and days of the week will be documented by both the SLPD and Border Patrol and operations will be adjusted to address the changes in trends.

C. Command Annex: Not applicable.

Media Action Plan: Current San Luis Police Department media procedures will remain in effect. Only the department's assigned Public Information Officer or highest ranking officer will give media releases.

Legal Review: Not applicable

Risks: No risks have been associated with this order.

Photos: No photos have been associated with this order.



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 1126

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF SAN LUIS, ARIZONA TO RECEIVE FUNDING FOR OVERTIME AND MILEAGE BY APPROVING AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT OPERATION STONEGARDEN GRANT PROGRAM – OVERTIME AND MILEAGE BETWEEN THE STATE OF ARIZONA THROUGH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS POLICE DEPARTMENT.

WHEREAS, the City of San Luis Police Department desires to increase police presence within our city limits to support the border patrol mission by allowing police officers to stop the egression of drug smuggling and undocumented persons;

WHEREAS, the Arizona Department of Homeland Security has approved OPSG Overtime and Mileage; and

WHEREAS, the Arizona Department of Homeland Security has prepared an Intergovernmental Agreement which provides for all the conditions of acceptance of the funds including that these funds shall not be used to supplant other funding of the San Luis Police Department.

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

Section 1: That the Intergovernmental Agreement titled "SUBRECIPIENT AGREEMENT 15-AZDOHS-OPSG-150430-01" and the grant application titled "OPSG Overtime and Mileage" both attached to this resolution is approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any and all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED BY THE Mayor and Council of the City of San Luis, Arizona this 10th day of February 2016.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS FORM:

Kay Marion Macuil, City Attorney

SUBRECIPIENT AGREEMENT
Operation Stonegarden Grant Program – Overtime and Mileage

15-AZDOHS-OPSG-150430-01

Enter Subrecipient Agreement Number Above (e.g., 150xxx-xx)

Between

**The Arizona Department of Homeland Security
And
City of San Luis Police Department**

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

City of San Luis Police Department

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Subrecipient Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **January 1, 2016** and shall terminate on **December 31, 2016**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "**OPSG Overtime and Mileage**" and funded at

\$ 240,000 (as may have been modified by the award letter).

Enter Funded Amount Above

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2015-SS-00084-S01 and CFDA #97.067:

a) Provide up to **\$ 240,000** to the subrecipient for services provided under Paragraph III. Enter Funded Amount Above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the subrecipient expends more than \$750,000 from Federal awards. If the subrecipient has expended more than \$750,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipient's fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the Notice of Funding Opportunity (NOFO) Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Notice of Funding Opportunity (NOFO).

Environmental Planning and Historic Preservation

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in 2 CFR 200 and the NOFO. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which, in the opinion of the subrecipient, may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's

reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov/grants/.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests.
- b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Division of Emergency Management (ADEM) Exercise Branch.

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property and Capital Assets:
 1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov/Grants/. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov/Grants/.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov/Grants/. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Quarterly Programmatic Reports are due:

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

c) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipients may submit a final quarterly report prior to the end of the

performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:
The subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative

guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article P - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article Q - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article R - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article S - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form [424B Assurances – Non-Construction Programs](#). Certain assurances in this document may not be

applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from [2 CFR Part 200](#), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 CFR Part 3002.

Article T - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article U - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article V - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article W- Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article X - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article Y - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Z - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AA - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AB - Energy Policy and Conservation Act

All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article AC - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in [37 CFR Part 401](#) and the standard patent rights clause in 37 CFR § 401.14.

Article AD- Procurement of Recovered Materials

All recipients must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Article AE - Contract Provisions for Non-federal Entity Contracts under Federal Awards

a) Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by [41 U.S.C. §1908](#),

must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b) Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article AF - Terrorist Financing E.O. 13224

All recipients must comply with [U.S. Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article AG - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate

this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. **NON-DISCRIMINATION**
The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVIII. **SECTARIAN REQUESTS**
Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. **SEVERABILITY**
The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. **ADVERTISING AND PROMOTION OF AGREEMENT**
The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. **OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**
The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. **CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**
Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Acting Chief of Police, Victor Figueroa

Enter Title, First & Last Name Above
City of San Luis Police Department

Enter Agency Name Above
1030 E. Union St.

Enter Street Address Above
San Luis, AZ 85349

Enter City, State, ZIP Above

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of San Luis Police Department

Enter Agency Name Above

Authorized Signature Above
Victor Figueroa, Acting Chief of Police

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

INTERGOVERNMENTAL AGREEMENT
FOR
OPSG Overtime and Mileage 15-AZDOHS-OPSG-150430-01

APPROVAL BY ATTORNEY

I hereby state that I am an attorney for City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the above agreement is in proper form and is within the powers and authority granted to The City of San Luis, Arizona under the laws of the State of Arizona.

Dated this 10 day of February, 2016

Kay Marion Macuil
San Luis City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 02/10/2016

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

Submitted By: Andrea Moreno, Police Administrator, Police Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding the adoption of Resolution No. 1127. A resolution of the Mayor and City Council of San Luis, Arizona to receive funding for equipment by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Operation Stonegarden Grant Program - Equipment between the State of Arizona through the Arizona Department of Homeland Security and the City of San Luis, Arizona through the San Luis Police Department. **(Victor Figueroa, Acting Chief of Police)**

SUMMARY:

The City of San Luis Police Department has been awarded \$8,306.00 for a vehicle mounted spotlight FLIR under FY 2015 Operation Stonegarden Program Award. The adoption of this resolution will support the border patrol mission by allowing police officers to stop the egression of drug smuggling and undocumented persons.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1127.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to this Agenda Item Review Form.

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: Federal

TOTAL: 8,306

BUDGETED: Yes

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: 8,306

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

The San Luis Police Department will receive \$8,306 for equipment in the form of reimbursements. Account number 250-181-90100.138.

Attachments

Award Letter

Financial Documents

NIMS

Grant Application

Resolution No. 1127

Agreement



Governor Douglas A. Ducey

State of Arizona



Director Gilbert M. Orrantia

Department of Homeland Security

December 11, 2015

Acting Chief Victor Figueroa
San Luis Police Department
1030 E. Union Street
San Luis, AZ 85349

Subject: FFY 2015 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **150430-02**
Project Title: **OPSG Equipment**

Dear Acting Chief Figueroa:

The Operations Order that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) and the CBP/Border Patrol for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Equipment**" has been funded under the Operation Stonegarden Grant Program for **\$8,306**. The grant performance period is **January 1, 2016 through December 31, 2016**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subrecipient Agreements - go to www.azdohs.gov under Grants and download two original OPSG Subrecipient Agreements (NOTE: they are specific to the "Overtime and Mileage" and "Equipment" grants):
 - a. Overtime/Mileage Subrecipient Agreement for an Overtime and Mileage grant
 - b. Equipment Subrecipient Agreement for an Equipment grant
2. OPSG Funding Addendum (enclosed)
3. Financial Forms - go to www.azdohs.gov under Grants and download one this Excel document
4. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification
5. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter)

Hard copies of the Subrecipient Agreement, Financial Forms and the NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3, 4 and 5 (if applicable) above is not signed and received by AZDOHS on or before March 31, 2016 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

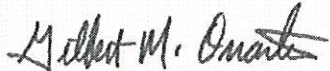
- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subrecipient must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subrecipient are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subrecipient agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.

- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.
- Subrecipient are subject to the AZDOHS Site Monitoring Program.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

cc: Andrea Moreno

Attachments: OPSG Funding Addendum, EHP Designation Letter

**FY 2015 Operation Stonegarden Grant Program
 Operations Order Funding Addendum
 Agency: San Luis Police Department
 Grant#: 150430-02**

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. Subgrantee agrees to the funding shown here:

EQUIPMENT

EQUIPMENT	AEL	QUANTITY	COST/UNIT	TOTAL COST	TOTAL AWARD
Vehicle Mounted Spotlight FLIR/Thermal Imager	03OE-02-TILA	2	\$4,153	\$8,306	
					\$8,306



Project Point of Contact

Print Name

Signature

Date

Strategic Planner or
 Assistant Director Planning & Preparedness

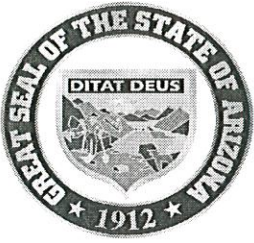
William D. Seltzer

Print Name

Signature

Date

This form is to be signed and returned.



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

FFY 2015

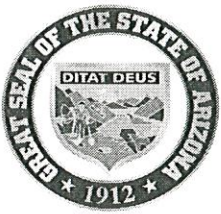
Dear OPSG Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.



State of Arizona



Governor Douglas A. Ducey

Department of Homeland Security

Director Gilbert M. Orrantia

December 11, 2015

Acting Chief Victor Figueroa
San Luis Police Department
1030 E. Union Street
San Luis, AZ 85349

Subject: FFY 2015 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **150430-02**
Project Title: **OPSG Equipment**

Dear Acting Chief Figueroa:

The Operations Order that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) and the CBP/Border Patrol for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Equipment**" has been funded under the Operation Stonegarden Grant Program for **\$8,306**. The grant performance period is **January 1, 2016 through December 31, 2016**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subrecipient Agreements - go to www.azdohs.gov under Grants and download two original OPSG Subrecipient Agreements (NOTE: they are specific to the "Overtime and Mileage" and "Equipment" grants):
 - a. Overtime/Mileage Subrecipient Agreement for an Overtime and Mileage grant
 - b. Equipment Subrecipient Agreement for an Equipment grant
2. OPSG Funding Addendum (enclosed)
3. Financial Forms - go to www.azdohs.gov under Grants and download one this Excel document
4. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification
5. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter)

Hard copies of the Subrecipient Agreement, Financial Forms and the NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3, 4 and 5 (if applicable) above is not signed and received by AZDOHS on or before March 31, 2016 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

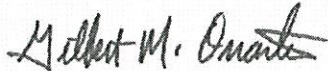
- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subrecipient must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subrecipient are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subrecipient agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.

- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.
- Subrecipient are subject to the AZDOHS Site Monitoring Program.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

cc: Andrea Moreno

Attachments: OPSG Funding Addendum, EHP Designation Letter

Grant Number:

150430-02

Arizona Department of Homeland Security Financial Systems Survey

Name of Organization:

Person completing survey:

Date:

email:

PLEASE ANSWER EVERY QUESTION BY CHECKING THE APPROPRIATE BOX. ATTACH MATERIALS AND

As stewards of federal and state funds, the Arizona Department of Homeland Security (AZDOHS) prefers to

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?

2. Has your organization received funding from the Arizona Department of Homeland Security within the past two

3. Has your organization been audited by an independent Certified Public Accountant within the past two years?

Yes No

4. Has your organization completed an A-133 Single Audit within the past two years?

Yes No

5. Has your organization been granted tax-exempt status by the Internal Revenue Service?

Yes No

6. If you answered YES to question #5 under what section of the IRS code?

Yes No

7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?

Yes No

B. FUNDS MANAGEMENT

8. Which of the following describes your organization's accounting system?

Manual Automated Combination

9. How frequently do you post to the General Ledger?

Daily Weekly Monthly Other

10. Does the accounting system completely and accurately track the receipt and disbursements of funds by each

Yes No

Yes No

11. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

Yes No

12. Are time and effort distribution reports maintained for employees working fully or partially on state or federal

Yes No

13. Is your organization familiar with Federal Cost Principles (i.e. OMB Circular A-87, A-122 or A-21)?

Yes No

C. INTERNAL CONTROLS

14. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

Yes No

15. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for

Yes No

16. Are all accounting entries and payments supported by source documentation?

Yes No

17. Are cash or in-kind matching funds supported by source documentation?

Yes No

18. Are employee time sheets supported by appropriately approved/signed documents?

Yes No

19. Does the organization maintain policies which include procedures for assuring compliance with applicable Code

Yes No

D. PROCUREMENT

20. Does the organization maintain written codes of conduct for employees involved in awarding or administering

Yes No

21. Does the organization conduct purchases in a manner that encourages open and free competition among

Yes No

22. Does the organization complete some level of cost or price analysis for every purchase?

Yes No

23. Does the organization maintain files and other source documentation sufficient to detail the history of each

Yes No

24. Does the organization maintain a system of contract administration to ensure contractor conformance with the

Yes No

25. Does the organization maintain written procurement policies and procedures?

Yes No

Arizona Department of Homeland Security Standard Data Collection Form

A. Agency Information

Project Title:	FFY 2015 Operation Stonegarden Grant Program (OPSG)
Agency:	City of San Luis Police Department
Amount Awarded:	\$8,306
Project Description (Overtime or Equipment)	OPSG Equipment

Address:	1030 E. Union St. <small>(Address Line 1)</small>		
	P.O. Box 3720 <small>(Address Line 2)</small>	San Luis <small>(City)</small>	AZ <small>(State)</small>
County:	Yuma <small>(Zip code)</small>		

Authorized Individual:

Name:	Andrea <small>(First Name)</small>	Moreno <small>(Last Name)</small>
Position / Title:	Police Administrator	
Email:	928-341-2420	
Phone:	928-341-2420	Ext. 2235
Fax:	382-627-5436	

IRS Employer Identification Number (EIN):	Municipality
Agency Classification :	Municipality

Have you previously conducted business with the State using this Employer Identification Number? Yes

If No, Please go to the following website to download and complete the State of Arizona Substitute W-9 form. Please be sure to submit this form with your application. <https://gao.az.gov/>

In which Congressional (Federal) District is your agency headquartered? Enter District #:

<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency headquartered? Enter District # :

<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding will your organization expend in your current fiscal year?

What is your organization's fiscal year-end date?

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? Yes

Please provide contact information of the audit firm conducting your audit:

Agency:	Lumbard & Associates, P.L.L.C		
Address:	4143 N. 12th Street, Suite 100 <small>(Address Line 1)</small>		
	<small>(Address Line 2)</small>	Phoenix <small>(City)</small>	AZ <small>(State)</small>
Phone Number:	602-274-9966		
Fax:	602-265-0021		

B. Contact Information (Please copy this portion as many times as needed.)

Program Agency - Indicates person with primary contact with the Arizona Department of Homeland Security and is directly responsible for ensuring that the program plan is implemented. All future program correspondence will be sent to this person.

Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.

Collaborator - Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

Agency Contact Type :

Agency:
Address:
(Address Line 1)

(Address Line 2) (City) (State) (Zip code)

County:

Contact Person:
(First Name) (Last Name)

Position/Title:
Email:
Phone Number: Ext.
Fax:

Agency Contact Type :

Agency:
Address:
(Address Line 1)

(Address Line 2) (City) (State) (Zip code)

County:

Contact Person:
(First Name) (Last Name)

Position/Title:
Email:
Phone Number: Ext.
Fax:

Agency Contact Type :

Agency:
Address:
(Address Line 1)

(Address Line 2) (City) (State) (Zip code)

County:

Contact Person:
(First Name) (Last Name)

Position/Title:
Email:
Phone Number: Ext.
Fax:

Arizona Department of Homeland Security Federal Funding Accountability and Transparency Act (FFATA)

Grant Number	150430-02	
Name of Agency Receiving Award	City of San Luis Police Department	
OPSG Grant Type (Overtime or Equipment)	OPSG Equipment	
Awarded Amount	\$ 8,306.00	
DUNS Number (Contact your Finance Department for more information)	87-9102684	
10 Digit Zip Code + 4 (XXXXX-XXXX)	85349-1170	
Is 80% or more of your annual gross revenues from Federal awards?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Do you receive \$25 million or more annually from Federal awards?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
If you answered "YES" to BOTH questions, you are required to complete the following:		
Names and Total Compensation of Top Five paid executives:		
		\$
		\$
		\$
		\$
		\$

NIMS Compliance Certification

Subgrantee Information

Subgrantee Agreement Number: 150430-02

Agency: San Luis Police Department

Please complete this form, sign and return to AZDOHS with award packet materials.

1.a. Select your jurisdiction type:

Tribal Nation County/Parish/Township/Borough City/Urban Area Other:

If you marked other, please explain:

1.b. If all components of your jurisdiction are not accounted for, please explain:

2. Has your jurisdiction formally adopted and/or maintained adoption of the National Incident Management System as your all-hazards incident management system for Fiscal Year (FY) 2014? Yes No

3. Has your jurisdiction reviewed and revised the following types of plans to incorporate NIMS components, principles, and policies?

Emergency Operations Plans	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Mitigation Plan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Standard Operating Procedures	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Training Plan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Standard Operation Guidelines	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Continuity Plan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
All Hazard Plan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

4. Has your jurisdiction established (and/or have in development) the following types of mutual aid agreements, compacts, and/or assistance agreements?

<u>Intrastate Agreements</u>			<u>Interagency and Interstate Agreements</u>		
Throughout the State/Territory?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Throughout the jurisdiction?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
That include the Private Sector?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	That include the Private Sector?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
That include NGOs?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	That include NGOs?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
That include Tribal Nations?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	That include Tribal Nations?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

5.a. Have NIMS concepts and principles been incorporated into appropriate training within your jurisdiction?

Yes, all appropriate training Yes, some appropriate training No

5.b. If yes, which of the following has been incorporated?

<input checked="" type="checkbox"/> Interoperable and Compatible Communications, Technology, and Information Management	<input checked="" type="checkbox"/> Incident Command System
<input type="checkbox"/> Resource Management, Typing, and Credentialing	<input checked="" type="checkbox"/> Multiagency Coordination System
<input checked="" type="checkbox"/> Mutual Aid or Assistance Agreements	<input checked="" type="checkbox"/> Public Information

6. Has your jurisdiction implemented a training program to ensure that the appropriate emergency/incident response personnel, as identified in the NIMS Training Program, receive NIMS training in accordance with their incident management responsibilities?

Yes No

7. Which, if any, of the following are priorities for your jurisdiction to incorporate into training in the coming year? Please choose up to three options from the list below.

<input checked="" type="checkbox"/> Interoperable and Compatible Communications, Technology, and Information Management	<input checked="" type="checkbox"/> Incident Command System
<input type="checkbox"/> Resource Management, Typing, and Credentialing	<input checked="" type="checkbox"/> Multiagency Coordination System
<input type="checkbox"/> Mutual Aid or Assistance Agreements	<input type="checkbox"/> Public Information

Other (please specify):

NIMS Compliance Certification

8.a. Have NIMS concepts and principles been incorporated into appropriate exercises within your jurisdiction?

- Yes, all appropriate exercises Yes, some appropriate exercises No

8.b. If yes, which of the following has been incorporated?

- Interoperable and Compatible Communications, Technology, and Information Management Incident Command System
 Resource Management, Typing, and Credentialing Multiagency Coordination System
 Mutual Aid or Assistance Agreements Public Information

9. Which, if any, of the following are priorities for your jurisdiction to incorporate into exercises in the coming year? Please choose up to three options from the list below.

- Interoperable and Compatible Communications, Technology, and Information Management Incident Command System
 Resource Management, Typing, and Credentialing Multiagency Coordination System
 Mutual Aid or Assistance Agreements Public Information

Other (please specify):

10. Does your jurisdiction maintain an inventory of its response resources and assets? Yes No

11. Does your jurisdiction use an interoperable tool, such as the Incident Resource Inventory System (IRIS), to inventory response resources and assets? Yes No

12. Has your jurisdiction typed and inventoried your response resources and assets consistently with available national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at <http://www.fema.gov/resource-management?> Yes No

13. Does your jurisdiction have a process to determine availability of response resources and assets in accordance with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at <http://www.fema.gov/resource-management?> Yes No

14. What priorities has your jurisdiction identified to enhance your implementation of NIMS in the coming year? Please check up to three.

- Incorporate NIMS concepts and principles into existing plans and/or planning efforts.
 Update training to ensure all applicable NIMS concepts and principles are incorporated.
 Incorporate additional NIMS concepts and principles into exercises.
 Make communication and information management practices consistent with NIMS.
 Increase efforts to inventory all response assets consistently with available NIMS national resource typing definitions
 Increase adoption of the Incident Command System. Increase adoption of Multiagency Coordination Systems
 Make public information practices consistent with NIMS.

Other (please specify):

15. Does your jurisdiction have an access and re-entry plan in order to control the flow of resources and personnel into the area of an incident? Yes No

16. Please list any tools, training, guidance, or support that would be helpful in further enhancing your jurisdiction's implementation of NIMS:

The San Luis Police Department is currently up to date in all training records and working with the Yuma County Emergency Management to ensure our department meets minimum NIMS requirements for training. The SLPD hopes to incorporate resource typing in the future for our personnel and equipment.

Authorized Signature

Print Name and Title

Date

FY 2015 OPERATION STONEGARDEN (OPSG) OPERATIONS
ORDER AND BUDGET TEMPLATE

OMB: 1660-0125
Expires: 12/31/15

Op Order Name:	FY 2015 OPSG ARIZONA – San Luis Police Department	
Op Order Number:	<Completed by USBP>	
Op Dates:	From: 09/01/2015	To: 08/31/2018
Report Date:	04/29/2015	

Executive Summary

Operation Stonegarden is an operation being conducted by the San Luis Police Department (SLPD) from September 1, 2014 to August 31, 2016. The focus of the operation will be to increase law enforcement presence and the enforcement of Arizona State law and City Code within the San Luis Police Department’s area of responsibility (AOR); this includes the most southern part of the Colorado River within the United States of America. The target areas of the operation are adjacent to the U.S./Mexico boundary and are high traffic zones for illicit cross-border traffic.

I. Situation

A. General Situation:

With the great increase in criminal activity by drug and human smuggling organizations on the Mexican side of the border communities such as San Luis Arizona, residents and visitors are greatly affected since they are constant victims of violent and criminal acts. Organized crime is filtering into this community due to the proximity with San Luis Rio Colorado, Mexico and more violent crimes have occurred which are tied to these organizations. This raising problem has placed this jurisdiction in a higher level of alertness by local Law Enforcement, local residents and outside agencies.

Currently a common trend in this community is the involvement of gang members from known local gangs and newly formed gangs getting involved with drug smuggling, weapons violations and human traffic. Another statistic in the San Luis, Arizona community is the increase activity in residential and commercial burglaries tied to organized crime on the Mexico/U.S. border. Juveniles are being used to commit these types of crimes and the lure of money by organized crime organizations to recruit them for this activity is a major problem.

Since “Operation Stonegarden” went into effect, border communities such as San Luis, Arizona have benefited by obtaining funding for needed equipment used in the surveillance, communications and intelligence gathering of all law enforcement agencies along the border with a special emphasis on organized crime.

B. Terrain/Weather:

The Yuma Border Patrol Sector's area of responsibility (AOR) is primarily arid desert, and includes 126 miles of linear border with Mexico. The Yuma Station has a total of 62 miles of border with Mexico. The Yuma Station AOR includes the Great Sonoran Desert, the Imperial Sand Dunes, the Colorado and Gila Rivers, and large agricultural areas.

The main population centers include the cities of Yuma, Somerton, and San Luis. San Luis borders with Mexico on both its southern and western city limit boundaries. The San Luis Police Department is responsible for the entire city limits including areas surrounding the San Luis, Arizona Port of Entry (POE#1). The north side of the POE#1 is surrounded by an urbanized area. The west side of the POE#1 consists of a desert area colliding with the Rio Colorado River. The east side of the POE#1 consists of desert areas along the Mexican border fence on the south with residential areas on the north. POE#2 consists of desert areas along the Mexican border while the outlying areas of the city limits consist mostly of rural farmland or undeveloped desert area

During winter months, temperatures range from the low 80's to the low 30's at night.

Beginning in late April, sustained daytime temperatures above 100 degrees Fahrenheit can be expected. By mid-June, temperatures can reach the 120-degree mark and are normally sustained through the month of September.

During periods of incremental weather, high winds and sand storms are frequent. They can be unpredictable and range in duration from several minutes to several days. They vary in intensity from minor blowing sand to near-zero visibility conditions. During sand storms, mobility is limited and operations are severely impacted.

C. Criminal Element:

The majority of the criminal element contacted by SLPD personnel will be people with arrest warrants, suspended/cancelled/revoked driver's licenses and others involved in drug offenses, transportation of undocumented aliens and other criminal activity such trespassing, littering, criminal damage, etc. During the recent months there has been a great increase of violent crimes involving gang members (stabbings), drug smuggling to include assaults and robberies among other incidents.

Due to the close proximity to the immediate border area, SLPD officers many times come into contact with individuals involved with criminal smuggling organizations who operate on both sides of the border.

D. Friendly Forces:

- a. U.S. Border Patrol – Yuma Station
- b. U.S. Border Patrol - Wellton Station
- c. Customs and Border Protection
- d. Immigration and Customs Enforcement
- e. Somerton Police Department
- f. Arizona Department of Public Safety
- g. Arizona Department of Corrections
- h. Bureau of Land Management
- i. Cocopah Tribal Police Department

- j. Yuma County Sheriff's Office
- k. Yuma Police Department
- l. MCAS SAR

II. MISSION

The San Luis Police Department and Department of Homeland Security will collaboratively deny the use of routes of egress along the Arizona Border and support the priority mission of anti-terrorism, detection, arrest, prosecution, deterrence and intelligence gathering related to all cross border illicit trafficking. The City of San Luis Police Department will close smuggling corridors that also serve as potential entry avenues for criminals of illegal origin and other risks to the community of San Luis and throughout Yuma County.

III. EXECUTION

A. Management/Supervisor Intent:

It is the intent of the Chief of Police, United States Border Patrol, Yuma Sector, to increase border security in direct coordination with the SLPD under the provisions of Operation Stonegarden. SLPD will increase and add patrol and visibility of uniformed and/or un-uniformed officers along Highway 95, Juan Sanchez Blvd, Arizona 195, the lower Colorado River, as well as the desert area east and north of residential neighborhoods within the City of San Luis's jurisdiction in order to increase border security in direct coordination with Border Patrol. The overall intent of the operation is to protect the City of San Luis, Arizona from the alien criminal element, disrupt criminal organizations by enforcing state and local laws and gather intelligence.

B. General Concept:

The San Luis Police Department (SLPD) will increase border security in direct coordination with Border Patrol and will increase patrols within its jurisdiction (Border Zones S1W, S1E, and S3) with additional uniformed and/or un-uniformed patrol officers. It is anticipated that the increase of law enforcement presence will significantly impact the ability of criminal organizations to smuggle humans and illegal drug contraband in those areas. It is also anticipated that the additional patrols will create a defense-in-depth posture along the San Luis Corridor.

SLPD Officers will also assist at the San Luis Port of Entry outbound operation conducting pre-inspection of southbound traffic as indirect support to the Department of Homeland Security with the intent to screen vehicles and or persons for possible further intense secondary inspection. These duties are performed along the Main Street corridor leading to Mexico, with the Officers intent to increase the effectiveness and facilitate, "Operation Hardball".

C. Specific Responsibilities:

All Stonegarden funds allocated within Arizona must support CBP's border security mission. All Stonegarden deployments must be pre-coordinated, approved and directed as part of the block schedule, named CBP operation or pre-coordinated ad hoc operation.

Border Patrol Responsibilities

- Operational Control: Border Patrol management at the Sector and Station level will closely coordinate with participating agencies and ensure that deployments are in alignment with station and sector objectives.
- Station personnel will work collaboratively with participating agencies to identify border security threats within their respective Area of Responsibility (AOR).
- In the absence of specific named operations, stations will pre-coordinate ad hoc OPSG deployments or create and provide bi-weekly block schedules to participating agencies (dates, times, and locations).
- SLT Officers/Deputies may conduct ad hoc OPSG operations which are not part of a named operation or are not part of the block schedule if pre coordination has taken place with the appropriate Border Patrol Station or identified BP POC

- Border Patrol will identify a sector and/or station point of contact that will:
 - Coordinate and approve every OPSG deployment.
 - Review Daily Activity Reports.
 - Create and provide block schedules.
- When practical, based on the deployment location of OPSG officers and BP station locations, participating agencies should be encouraged to attend station musters.
- If applicable, coordination with the Office of Field Operations regarding outbound operations should be encouraged.
- Station personnel are required to provide OPSG participants with actionable intelligence.

Participating Agency Responsibilities

- Participating agency will work collaboratively to identify border security threats within their Area of Responsibility (AOR).
- Participating agencies will adhere to the station block schedule, pre coordinated ad hoc deployment location or deployment scheme within a specific named CBP Operations Order.*
- Participating deputies/officers will advise Border Patrol dispatch and/or the duty Field Operations Supervisor (shift commander) when beginning and ending their shift.
 - In the event that a participating agency's jurisdiction covers multiple BP station AORs, a BP single POC can be identified to streamline the process
 - Notification to the BP Station or identified BP POC can be made by phone prior to the participating officer's departure to the pre-coordinated deployment area
- Participating deputies/officers will provide Border Patrol Stations with intelligence gathered during deployments.

- In the event of arrest or seizure, pertinent information such as vehicle registration information, suspect information, seizure location and concealment methods should be included in the narrative section of the Daily Activity Report
- In the event that a participating agency's jurisdiction covers multiple BP station AORs, a single Border Patrol POC can be identified receive the information and to streamline the process.
- Participating agencies will provide Border Patrol Stations with a Daily Activity Report within two days after each deployment.

Stonegarden Deployments

At the discretion of the CBP/BP Sector Chief Patrol Agent, partnering state, local, and tribal (SLT) agencies may conduct additional border security operations (discussed below) to support TCA as part of a specific named operation or ad hoc operations which are not part of the block schedule. These additional enforcement operations will require pre-coordination of the ad hoc operation or a separate and approved CBP Operations Order (with Tucson or Yuma Sector HQ approval and Joint Field Command concurrence). Please note that all Stonegarden deployments discussed below must be conducted on overtime status. The additional OPSG enforcement operations are defined below:

- Specific Named Operations: SLT Officers/Deputies may perform the function of interdiction assets, observation posts, forward operating base/camp support, etc. in support of specific named Sector operations.
- Specialty Teams: SLT Officers/Deputies may support Sector specialty teams (i.e. DISRUPT – plain clothes surveillance/interdiction operations).
- Pairing of Authority: SLT Officers/Deputies may ride in the same vehicle as Border Patrol Agents and conduct joint enforcement operations.
- Targeted Enforcement: SLT Officers/Deputies may support Sector targeting of specific people, organizations, terrain, etc.
- Pre-coordinated ad hoc OPSG Operations SLT Officers/Deputies may conduct ad hoc operations which are not part of a named operation or are not part of the block schedule if pre coordination has taken place with the appropriate Border Patrol Station or identified BP POC. NOTE: per grant guidelines, supplanting normal activities is not allowed and will not be reimbursed (3). As with all OPSG deployments, a direct nexus to supporting the border security efforts must be illustrated.

D. Coordinating Instructions:

During the times of the operation, officers will maintain vigilance in high traffic areas along the border and employ methods to assist in deterring illicit cross-border traffic in areas predetermined and identified by the City of San Luis Police Department to include areas between the United States-Mexico border, Juan Sanchez Boulevard, Avenue B, Avenue H, the levee and County 21½, Highway 95 and Arizona 195. Investigators will be deployed to gather intelligence on border related crime and to conduct follow up investigations on cases stemming from border related criminal activity. Un-uniformed officers will also be deployed in residential

areas on cases or information gathered from possible stash houses for undocumented persons or drugs. In order to achieve operational coordination, officers will be briefed by the SLPD patrol supervisor assigned to duty at the beginning of each shift. The SLPD patrol supervisor will contact the Yuma Border Patrol Station to receive relevant information that may aid SLPD officers with this task during the Stonegarden shift. Officers assigned to Stonegarden Operation River Watch will patrol the lower Colorado River bank within the City of San Luis to deny entry to those wanting to enter the country illegally both on foot and vehicles. Officers assigned to Stonegarden Operation "Off Road" will be deployed within the City limits east of Juan Sanchez Boulevard from Main Street up to Avenue B ½ or more. These units will patrol all desert areas on the north and south part of Juan Sanchez Blvd. using off-road vehicles and/or ATV's during regular patrol or planned special operations. If a suspected terrorist and/or subject of interest to National Security are encountered during the course of operations, the nearest Tucson Sector Border Patrol Station will be immediately notified. If they are unable to respond in a timely manner, the nearest Immigration and Customs Enforcement (ICE) office will be notified along with the Joint Terrorism Task Force (JTTF). All outbound operations will be coordinated with CBP/OFO. Officers/Deputies conducting outbound operations will check-in and out with the designated CBP officer for each operational period. At the completion of an outbound operation, a completed daily activity report will be sent according to established protocols and to the designated point of contact at the Port of Entry. A point of contact will be established for each operational plan/seizure entered within the Coordinated Operational Planning System (COPS). Interdiction activities will be coordinated through the COPS for the purpose of de-confliction of operations. Any seizures linked to a specific operations plan will be entered into the COPS. This will be done in conjunction with the required daily activity report submissions.

IV. BUDGET

A.1 Example - Cost Estimates/Funding Requests (Year 1):

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
Law Enforcement Operational Overtime	\$35 per hour OT rate; 4,400 hours per year	\$168,588
	\$23 per hour OT rate; 634.3 hours per year	
Fringe Benefits for Law Enforcement	\$11.20 per hour OT rate; 4,400 hours per year	\$55,572
	\$9.92 per hour OT rate; 634.3 hours per year	
Travel, Lodging, and Per Diem for deployed LE and/or Federally sponsored (DHS/FEMA) border security task forces, conferences		

and/or mandatory training			
General Equipment		2 Thermal imaging & light amplifications (AEL#030E-02-TILA)	\$8,306
Special Equipment (Requiring separate waiver i.e., Planes, boats, vehicles, SUVs, etc.)			
Part-Time to Full-Time Law Enforcement Personnel			
Activated Reserve Law Enforcement Personnel			
Vehicles:	Vehicle Maintenance	N/A	
	Fuel Cost	35,596 miles driven x \$.445 per mile (AZ State Rate) =	\$15,840
Total			\$248,306

A.2 Cost Estimates/Funding Requests (Year 2):

Administration/Logistics/Budget Request		Narrative Justification (Computation of Items)	Federal Request
Law Enforcement Operational Overtime			
Fringe Benefits for Law Enforcement			
Travel, Lodging, and Per Diem for deployed LE and/or Federally sponsored (DHS/FEMA) border security task forces, conferences and/or mandatory training			
Special Equipment (Requiring separate waiver i.e., Planes, boats, vehicles, SUVs, etc.)			
Part-Time to Full-Time Law Enforcement Personnel			
Activated Reserve Law Enforcement Personnel			
Vehicles:	Vehicle Maintenance	N/A	

	Fuel Cost	___ miles driven x \$.445 per mile (AZ State Rate) = \$	
Total			

A.3 Cost Estimates/Funding Requests (Year 3):

Administration/Logistics/Budget Request		Narrative Justification (Computation of Items)	Federal Request
Law Enforcement Operational Overtime			
Fringe Benefits for Law Enforcement			
Travel, Lodging, and Per Diem for deployed LE and/or Federally sponsored (DHS/FEMA) border security task forces, conferences and/or mandatory training			
Special Equipment (Requiring separate waiver i.e., Planes, boats, vehicles, SUVs, etc.)			
Part-Time to Full-Time Law Enforcement Personnel			
Activated Reserve Law Enforcement Personnel			
Vehicles:	Vehicle Maintenance	N/A	
	Fuel Cost	___ miles driven x \$.445 per mile (AZ State Rate) = \$	
Total			

TOTAL FOR YEARS 1, 2 and 3 = \$248,306

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

The San Luis Police Department's normal chain of command will remain in effect. Command structure as it pertains to outside agencies will begin with San Luis Police Department Patrol Supervisor on duty.

Head of Agency: Victor Figueroa

Point of Contact: Andrea Moreno

B. Unit Command:

Immediate supervisor of all participating San Luis Police officers will be the Patrol Supervisor on duty or on Special Operations the Operations Commander assign to oversee it.

C. Communications Detail:

Established department reporting and radio procedures will be used by all San Luis Police Department officers participating in this operation. Communications personnel will assist in Stonegarden Operations throughout the length of this grant.

D. Map Coordinates:

Notes:

Longitude: 114:46:46	Latitude: 32:29:43	
Degrees:	Minutes:	Seconds:
Decimal: 32.495404015	-114.7824272622	
Location Zone:		

ANNEX

A. Administration Annex:

Not applicable.

B. Execution Annex:

Intelligence gathering and sharing will be a key to this operation. The Yuma Sector Intelligence Unit (SIU) will be the collection point for all intelligence information gleaned through this operation. The Sector SIU will provide current intelligence information concerning local railroad yards, the Colorado River areas, and routes of egress to the SLPD prior to the start of this operation. Intelligence gathered by SLPD Officers will be documented at the conclusion of every shift and forwarded to the SIU via the Operation Stonegarden Daily Activity Report.

The Sector SIU will compile the Stonegarden Activity Reports and submit a recap to Headquarters Statistical Unit weekly.

A Yuma Station Supervisor will contact the SLPD shift supervisor to receive real time intelligence pertinent to the Yuma Station AOR. The SLPD supervisor will pass down the information received.

The Yuma Station as well as the SIU will document intelligence via the G-392, Passdown Log, G-123s and other means. New trends, to include concealment methods, entry points, high activity hours and days of the week will be documented by both the SLPD and Border Patrol and operations will be adjusted to address the changes in trends.

C. Command Annex: Not applicable.

Media Action Plan: Current San Luis Police Department media procedures will remain in effect. Only the department's assigned Public Information Officer or highest ranking officer will give media releases.

Legal Review: Not applicable

Risks: No risks have been associated with this order.

Photos: No photos have been associated with this order.



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 1127

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF SAN LUIS, ARIZONA TO RECEIVE FUNDING FOR EQUIPMENT BY APPROVING AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT OPERATION STONEGARDEN GRANT PROGRAM – EQUIPMENT BETWEEN THE STATE OF ARIZONA THROUGH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS POLICE DEPARTMENT.

WHEREAS, the City of San Luis Police Department desires to increase police presence within our city limits to support the border patrol mission by allowing police officers to stop the egression of drug smuggling and undocumented persons;

WHEREAS, the Arizona Department of Homeland Security has approved OPSG Equipment; and

WHEREAS, the Arizona Department of Homeland Security has prepared an Intergovernmental Agreement which provides for all the conditions of acceptance of the funds including that these funds shall not be used to supplant other funding of the San Luis Police Department.

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

Section 1: That the Intergovernmental Agreement titled "SUBRECIPIENT AGREEMENT 15-AZDOHS-OPSG-150430-02" and the grant application titled "OPSG Equipment" both attached to this resolution is approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any and all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED BY THE Mayor and Council of the City of San Luis, Arizona this 10th day of February 2016.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS FORM:

Kay Marion Macuil, City Attorney

SUBRECIPIENT AGREEMENT
Operation Stonegarden Grant Program - Equipment

15-AZDOHS-OPSG-150430-02

Enter Subrecipient Agreement Number Above (e.g., 150xxx-xx)

Between

**The Arizona Department of Homeland Security
And**

City of San Luis Police Department

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

City of San Luis Police Department

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Subrecipient Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **January 1, 2016** and shall terminate on **December 31, 2016**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "**OPSG Equipment**" and funded at **\$ 8,306** (as may have been modified by the award letter).

Enter Funded Amount Above

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2015-SS-00084-S01 and CFDA #97.067:

- a) Provide up to **\$ 8,306** to the subrecipient for services provided under Paragraph III. Enter Funded Amount Above
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. **FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. **FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the subrecipient expends more than \$750,000 from Federal awards. If the subrecipient has expended more than \$750,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipient's fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. **APPLICABLE FEDERAL REGULATIONS**

The subrecipient must comply with the Notice of Funding Opportunity (NOFO) Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Notice of Funding Opportunity (NOFO).

Environmental Planning and Historic Preservation

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in 2 CFR 200 and the NOFO. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which, in the opinion of the subrecipient, may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's

reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov/grants/.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests.
- b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Division of Emergency Management (ADEM) Exercise Branch.

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property and Capital Assets:
 1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov/Grants/. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov/Grants/.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov/Grants/. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Quarterly Programmatic Reports are due:

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

c) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipients may submit a final quarterly report prior to the end of the

performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:
The subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative

guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article P - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article Q - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article R - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article S - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form [424B Assurances – Non-Construction Programs](#). Certain assurances in this document may not be

applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from **2 CFR Part 200**, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 CFR Part 3002.

Article T - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article U - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article V - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article W- Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article X - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article Y - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Z - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AA - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AB - Energy Policy and Conservation Act

All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article AC - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in [37 CFR Part 401](#) and the standard patent rights clause in 37 CFR § 401.14.

Article AD- Procurement of Recovered Materials

All recipients must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Article AE - Contract Provisions for Non-federal Entity Contracts under Federal Awards

- a) Contracts for more than the simplified acquisition threshold set at \$150,000.
All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by [41 U.S.C. §1908](#),

must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b) Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article AF - Terrorist Financing E.O. 13224

All recipients must comply with [U.S. Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article AG - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate

this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Acting Chief of Police, Victor Figueroa

Enter Title, First & Last Name Above
City of San Luis Police Department

Enter Agency Name Above
1030 E. Union St.

Enter Street Address Above
San Luis, AZ 85349

Enter City, State, ZIP Above

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of San Luis Police Department

Enter Agency Name Above

Authorized Signature Above
Victor Figueroa, Acting Chief of Police

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

INTERGOVERNMENTAL AGREEMENT
FOR
OPSG Equipment 15-AZDOHS-OPSG-150430-02

APPROVAL BY ATTORNEY

I hereby state that I am an attorney for City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the above agreement is in proper form and is within the powers and authority granted to The City of San Luis, Arizona under the laws of the State of Arizona.

Dated this 10 day of February, 2016

Kay Marion Macuil
San Luis City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. C.

Meeting Date: 02/10/2016

Department Head: Kay Macuil, City Attorney, Attorney's Office

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1128. A resolution of the Mayor and City Council of San Luis, Arizona approving the Amended Bylaws of the San Luis Municipal Property Corporation. **(Kay M. Macuil, City Attorney)**

SUMMARY:

The San Luis Municipal Property Corporation wants to amend the Bylaws as follows:

Currently the board of directors are divided into three groups of two, two, and one, respectively the first group to serve for three years, the second group to serve for two years and the third group to serve for one year. The board wants to amend the bylaws so that the board of directors all serve a two year term without division into groups.

Additional technical changes to the Bylaws would be to change "Town" to "City" for referring to the City of San Luis and the address of the principal office for the current address for City Hall.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 1128.

Supporting information not attached to the Agenda Item Review Form:

Please see attached supporting documents.

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 (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

There is no fiscal impact.

Attachments

Resolution No. 1128

Amended Bylaws

Current Bylaws



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 1128

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING THE AMENDED BYLAWS OF THE SAN LUIS MUNICIPAL PROPERTY CORPORATION.

WHEREAS, the undersigned Mayor and Council of the City of San Luis, Arizona, have received and duly considered the proposed Amended Bylaws of the San Luis Municipal Property Corporation, an Arizona non-profit corporation (the "Corporation"), a copy of which is attached hereto; and

WHEREAS, it is incumbent upon the Mayor and Council of the City of San Luis, Arizona to approve the Bylaws of the Corporation; and

WHEREAS, the undersigned Mayor and Council of the City of San Luis, Arizona have determined that it is wise, expedient, advisable and in the public interest of the City of San Luis, Arizona and the residents thereof that the proposed Bylaws of San Luis Municipal Property Corporation, and Arizona non-profit corporation, be approved.

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

Section 1: The Bylaws of the Corporation, in the form attached hereto be and they are hereby approved.

Section 2: The directors of the Corporation be, and they are hereby authorized, empowered and directed, in the name and on behalf of the Corporation, to take such action as may be necessary or desirable to carry out the intents and purposes of this resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this _____ day of _____, 2016.

Gerardo Sanchez, Mayor

Resolution No.: 1128
Page 2

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

City Attorney

AMENDED
BY LAWS OF
SAN LUIS MUNICIPAL PROPERTY CORPORATION

ARTICLE I
THE CORPORATION, OFFICE AND SEAL

Section 1: The Corporation. The Corporation is a Arizona Revised Statutes, as amended.

Section 2: Office. The principal office of the corporation shall be located at 1090 East Union Street, San Luis, Arizona 85349.

Section 3. Seal. The Corporation shall have a common seal consisting of a circle having on the Circumference thereof "San Luis Municipal Property Corporation", and in the center, "An Arizona Nonprofit Corporation, Incorporated on December 23, 1983".

ARTICLE II
RIGHTS AND LIABILITIES OF DIRECTORS

Section I. Interest of Directors and Officers. No director or officer of the corporation shall have any right, title or interest in or to any property or assets of the corporation wither prior to or at the time of any liquidation or dissolution of the corporation.

Section 2. Liability of Directors and Officers for Debts. The private property of the directors and officers of the corporation shall be exempt from execution or other liability for any debts of the corporation and no director shall be liable or responsible for any debts or liabilities of the corporation.

ARTICLE III
DIRECTORS

Section 1. General Powers. The business and affairs of the corporation shall be managed by a board of five directors which shall exercise full power to conduct, manage and direct the business and affairs of the corporation.

Section 2. Election and Tenure of Office. The board of directors shall be appointed by the governing body of the City of San Luis, Arizona. The initial board of directors shall be divided into three groups of two, two and one directors, respectively, the first group to serve for three years, the second group to serve for two years and the third group to serve for one year. Upon expiration of each initial term, successor directors shall be appointed to serve for terms of three years. Each director shall be a resident of the City of San Luis, Arizona and shall hold office until the next annual meeting of the directors at which his term expires and until his successor shall have been appointed by the governing body of the San Luis, Arizona and shall have qualified. Starting January 14, 2016 the term of

office for directors shall be two (2) years and the directors shall no longer be divided into three (3) groups of terms.

Section 3. Vacancies. A vacancy in the board of directors occurring by reason of death, resignation or removal shall be filled by the governing body of the City of San Luis, Arizona. The failure to fill any vacancy on the board of directors shall not operate to reduce the size of the board of directors.

Section 4. Removal of Directors. The board of directors, or any member thereof, may be removed from office, with or without cause, by the governing body of the City of San Luis, Arizona.

Section 5. Compensation. Neither directors, officers nor close relatives of a director or an officer shall receive any salary or other compensation for their services. The term "close relative" shall mean any brother or sister of any director or officer, the forebears and descendants of a director or officer or of any such brother or sister and the spouse of a director, officer or any other person described in this sentence. Relationships of the half-blood shall be treated as being of the whole blood, adopted children shall be treated as descendants and adoptive parents as forebears.

ARTICLE IV MEETINGS OF DIRECTORS

Section 1. Regular Annual Meeting. The regular annual meeting of the directors shall be held on the first Tuesday in December of each year, beginning with the year 1984, at such place within the City of San Luis, Arizona, or such other place within the State of Arizona, as is specified in the notice of the meeting for the purpose of appointing officers and passing upon reports for the previous fiscal year and for the purpose of transacting such other business as may come before the meeting. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the corporation and in the event of such failure, the annual meeting shall be held within a reasonable time thereafter.

Section 2. Special Meeting. Special meetings of the board of directors may be called by the president or by any director, and it shall thereupon be the duty of the secretary to cause notice of such meeting to be given as provided at Section 3 of this Article. The president or the director calling the meeting shall fix the time and place in the City of San Luis, Arizona, for the holding of the meeting.

Section 3. Notice of Directors' Meeting. (1) Written notice of the time and place of each annual meeting shall be given to each director and to the City Clerk of the City of San Luis, Arizona at least 20 days before such meeting, either personally or by mail, by the secretary or by the president or at the direction of either of them. (2) Notice of the time, place and purpose of any special meeting of the board of directors shall be delivered or given to each director and to the City Clerk of the City of San Luis, Arizona not less than forty-eight hours previous thereto either personally or by mail, by or at the direction

of the secretary or of the president. (3) If notice of a meeting is mailed, such notice shall be deemed to be delivered the second day following the day it was deposited in the United States mail, postage pre-paid, addressed to the director or to the City Clerk, as appropriate, at his address as it appears on the records of the Corporation.

Section 4. Quorum. A majority of the then members of the board of directors shall constitute a quorum, provided that if less than such majority of the directors is present at said meeting, a majority of the directors present may adjourn the meeting from time to time. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors as to all matters.

Section 5. Participation in Meetings. The governing body of the City of San Luis, Arizona shall be entitled to make recommendations to the board of directors of the corporation with respect to any matter at any meeting thereof. Each member of the governing body of the City of San Luis, Arizona and any official of the City of San Luis, Arizona designated by the governing body of the City of San Luis, Arizona shall have the corporation with the right of debate, but they shall not be entitled to vote on any matter considered by the board of the corporation unless they are a member of the board of directors of the corporation.

ARTICLE V OFFICERS

Section 1. Number and Qualifications. The officers of the corporation shall be a president, a vice-president, and secretary, a treasurer and such other officers as may be determined by the board of directors from time to time, each of whom shall be a member of the board of directors of the corporation and they shall perform such duties as may be designated by the board of directors.

Section 2. Election and Term of Office. The officers shall be appointed annually by the board of directors at the regular annual meeting of the board of directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his successor shall have been appointed and qualified. A vacancy in any office shall be filled by the board of directors for the unexpired portion of the term.

Section 3. President. The president:

- (a) Shall be the principal executive officer of the corporation, and unless otherwise determined by the members of the board of directors, shall preside at all meetings of the board of directors;
- (b) May sign any deeds, mortgages, deeds of trust, notes, bonds, contracts, or other instruments authorized by the board of directors to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the board of directors or by these bylaws to some

- other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and
- (c) Shall in general perform all duties incident to the office of the president and such other duties as may be prescribed by the board of directors from time to time.

Section 4. Vice-President. In the absence of the president or in the event of his or her inability or refusal to act, the vice-president shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all of the restrictions upon the president. The vice-president shall also perform such other duties as from time to time may be prescribed by the board of directors.

Section 5. Secretary. The secretary shall:

- (a) Keep the minutes of the meetings of the board of directors in one or more books provided for that purpose;
- (b) See that all notices are duly given in accordance with these bylaws or as required by law;
- (c) Be custodian of the corporate records and of the seal of the corporation and affix the seal of the corporation to documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these bylaws;
- (d) Keep a register of the names and post office addresses of all directors;
- (e) Keep general charge of the books of the corporation;
- (f) Keep on file at all times a complete copy of the articles of incorporation and bylaws of the corporation containing all amendments thereto (which copy shall always be open to the inspection of any director); and
- (g) In general, to perform all duties incident to the office of secretary, and such other duties as from time to time may be prescribed by the board of directors.

Section 6. Treasurer. The treasurer shall:

- (a) Have charge and custody of and be responsible for all funds and securities of the corporation;
- (b) Be responsible for the receipt of and the issuance of receipts for all moneys due and payable to the corporation and for the deposit of all such moneys in the name of the corporation in such depositories as shall be selected by the board of directors; and

- (c) In general, perform all duties incident to the office of treasurer, and such other duties as from time to time may be prescribed by the board of directors.

ARTICLE VI NONPROFIT CORPORATION

The corporation shall at all times be operated on a nonprofit basis, and no part of the income or assets of the corporation shall be distributed to, or inure to the benefit of, any director or officer.

ARTICLE VII FINANCIAL TRANSACTIONS

Section 1. Contracts. Except as otherwise provided in these bylaws, the board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the corporation and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of moneys, and all notes, bonds or other evidence of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents, employee or employees of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors.

Section 3. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such depositories as the board of directors may select.

Section 4. Fiscal Year. The fiscal year of the corporation shall begin on the first day of July of each and every year and shall end on the last day of June of the following year.

ARTICLE VIII MISCELLANEOUS

Section 1. Waiver of Notice. Any director may waive in writing any notice of a meeting required to be given by these bylaws. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting by such director, except in case a director shall attend a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Notice required to be given under Article IV hereof to the City Clerk of the City of San Luis, Arizona may be waived in writing by all members of the governing body of the City of San Luis, Arizona.

Section 2. Rules and Regulations. The board of directors shall have the power to make and adopt such rules and regulations not inconsistent with law, the articles of incorporation of these bylaws, as it may deem desirable for the management of the business and affairs of the corporation.

Section 3. Accounting System and Reports. The board of directors shall cause to be established and maintained, in accordance with generally accepted principles of accounting and appropriate accounting system.

ARTICLE IX.
AMENDMENTS

These bylaws may be altered, amended or repealed by the affirmative vote of a majority of the board of directors of the corporation, at any regular or special meeting, provided however, that no amendment to these bylaws shall be effective until such amendment shall have been approved by the governing body of the City of San Luis, Arizona in the manner provided in Article XII of the Articles of Incorporation of the corporation.

The original bylaws were adopted by resolution of the board of directors on January 11, 1984 and approved by Resolution No. 68 adopted by the governing body of the City of San Luis, Arizona on January 11, 1984. The foregoing bylaws were amended by unanimous motion of the board of directors on January 14, 2016 and approved by Resolution No. 1128 adopted by the governing body of the City of San Luis, Arizona on February 10, 2016.

President

Attest:

Secretary

BYLAWS OF

SAN LUIS MUNICIPAL PROPERTY CORPORATION

ARTICLE I. THE CORPORATION, OFFICE AND SEAL

Section 1. The Corporation. The corporation is a Arizona Revised Statutes, as amended.

Section 2. Office. The principal office of the corporation shall be located at 23222 First Street, San Luis, Arizona 85349.

Section 3. Seal. The corporation shall have a common seal consisting of a circle having on the circumference thereof "SAN LUIS MUNICIPAL PROPERTY CORPORATION", and in the center, "An Arizona Nonprofit Corporation, Incorporated on December 23, 1983".

ARTICLE II. RIGHTS AND LIABILITIES OF DIRECTORS

Section 1. Interest of Directors and Officers. No director or officer of the corporation shall have any right, title or interest in or to any property or assets of the corporation either prior to or at the time of any liquidation or dissolution of the corporation.

Section 2. Liability of Directors and Officers for Debts. The private property of the directors and officers of the corporation shall be exempt from execution or other liability for any debts of the corporation and no director shall be liable or responsible for any debts or liabilities of the corporation.

ARTICLE III. DIRECTORS

Section 1. General Powers. The business and affairs of the corporation shall be managed by a board of five directors which shall exercise full power to conduct, manage and direct the business and affairs of the corporation.

Section 2. Election and Tenure of Office. The board of directors shall be appointed by the governing body of the Town of San Luis, Arizona. The initial board of directors shall be divided into three groups of two, two and one directors, respectively, the first group to serve for three years, the second group to serve for two years and the third group to serve for one year. Upon expiration of each initial term, successor directors shall be appointed to serve for terms of

three years. Each director shall be a resident of the Town of San Luis, Arizona and shall hold office until the next annual meeting of the directors at which his term expires and until his successor shall have been appointed by the governing body of the San Luis, Arizona and shall have qualified.

Section 3. Vacancies. A vacancy in the board of directors occurring by reason of death, resignation or removal shall be filled by the governing body of the Town of San Luis, Arizona. The failure to fill any vacancy on the board of directors shall not operate to reduce the size of the board of directors.

Section 4. Removal of Directors. The board of directors, or any member thereof, may be removed from office, with or without cause, by the governing body of the Town of San Luis, Arizona.

Section 5. Compensation. Neither directors, officers or close relatives of a director or an officer shall receive any salary or other compensation for their services. The term "close relative" shall mean any brother or sister of any director or officer, the forebears and descendants of a director or officer or of any such brother or sister and the spouse of a director, officer or any other person described in this sentence. Relationships of the half-blood shall be treated as being of the whole blood, adopted children shall be treated as descendants and adoptive parents as forebears.

ARTICLE IV. MEETINGS OF DIRECTORS

Section 1. Regular Annual Meeting. The regular annual meeting of the directors shall be held on the first Tuesday in December of each year, beginning with the year 1984, at such place within the Town of San Luis, Arizona, or such other place within the State of Arizona, as is specified in the notice of the meeting for the purpose of appointing officers and passing upon reports for the previous fiscal year and for the purpose of transacting such other business as may come before the meeting. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the corporation and in the event of such failure, the annual meeting shall be held within a reasonable time thereafter.

Section 2. Special Meetings. Special meetings of the board of directors may be called by the president or by any director, and it shall thereupon be the duty of the secretary to cause notice of such meeting to be given as provided at Section 3 of this Article. The president or the director calling the meeting shall fix the time and place in the Town of San Luis, Arizona, for the holding of the meeting.

Section 3. Notice of Directors' Meeting. (1) Written notice of the time and place of each annual meeting shall be given to each director and to the Town Clerk of the Town of San Luis, Arizona at least 20 days before such meeting, either personally or by mail, by the secretary or by the president or at the direction of either of them. (2) Notice of the time, place and purpose of any special meeting of the board of directors shall be delivered or given to each director and to the Town Clerk of the Town of San Luis, Arizona not less than forty-eight hours previous thereto either personally or by mail, by or at the direction of the secretary or of the president. (3) If notice of a meeting is mailed, such notice shall be deemed to be delivered the second day following the day it was deposited in the United States mail, postage prepaid, addressed to the director or to the Town Clerk, as appropriate, at his address as it appears on the records of the corporation.

Section 4. Quorum. A majority of the then members of the board of directors shall constitute a quorum, provided that if less than such majority of the directors is present at said meeting, a majority of the directors present may adjourn the meeting from time to time. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors as to all matters.

Section 5. Participation in Meetings. The governing body of the Town of San Luis, Arizona shall be entitled to make recommendations to the board of directors of the corporation with respect to any matter at any meeting thereof. Each member of the governing body of the Town of San Luis, Arizona and any official of the Town of San Luis, Arizona designated by the governing body of the Town of San Luis, Arizona shall have the right to attend any meeting of the board of directors of the corporation with the right of debate, but they shall not be entitled to vote on any matter considered by the board of the corporation unless they are a member of the board of directors of the corporation.

ARTICLE V. OFFICERS

Section 1. Number and Qualifications. The officers of the corporation shall be a president, a vice-president, a secretary, a treasurer and such other officers as may be determined by the board of directors from time to time, each of whom shall be a member of the board of directors of the corporation and they shall perform such duties as may be designated by the board of directors.

Section 2. Election and Term of Office. The officers shall be appointed annually by the board of directors at the regular annual meeting of the board of directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his successor shall have been appointed and qualified. A vacancy in any office shall be filled by the board of directors for the unexpired portion of the term.

Section 3. President. The president:

(a) shall be the principal executive officer of the corporation, and unless otherwise determined by the members of the board of directors, shall preside at all meetings of the board of directors;

(b) may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts, or other instruments authorized by the board of directors to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the board of directors or by these bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed;
and

(c) shall in general perform all duties incident to the office of the president and such other duties as may be prescribed by the board of directors from time to time.

Section 4. Vice-President. In the absence of the president or in the event of his or her inability or refusal to act, the vice-president shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all of the restrictions upon the president. The vice-president shall also perform such other duties as from time to time may be prescribed by the board of directors.

Section 5. Secretary. The secretary shall:

(a) keep the minutes of the meetings of the board of directors in one or more books provided for that purpose;

(b) see that all notices are duly given in accordance with these bylaws or as required by law;

(c) be custodian of the corporate records and of the seal of the corporation and affix the seal of the corporation to documents, the execution of which on behalf of the

corporation under its seal is duly authorized in accordance with the provisions of these bylaws;

(d) keep a register of the names and post office addresses of all directors;

(e) keep general charge of the books of the corporation;

(f) keep on file at all times a complete copy of the articles of incorporation and bylaws of the corporation containing all amendments thereto (which copy shall always be open to the inspection of any director); and

(g) in general, to perform all duties incident to the office of secretary, and such other duties as from time to time may be prescribed by the board of directors.

Section 6. Treasurer. The treasurer shall:

(a) have charge and custody of and be responsible for all funds and securities of the corporation;

(b) be responsible for the receipt of and the issuance of receipts for all moneys due and payable to the corporation and for the deposit of all such moneys in the name of the corporation in such depositories as shall be selected by the board of directors; and

(c) in general, perform all duties incident to the office of treasurer, and such other duties as from time to time may be prescribed by the board of directors.

ARTICLE VI. NONPROFIT CORPORATION

The corporation shall at all times be operated on a nonprofit basis, and no part of the income or assets of the corporation shall be distributed to, or inure to the benefit of, any director or officer.

ARTICLE VII. FINANCIAL TRANSACTIONS

Section 1. Contracts. Except as otherwise provided in these bylaws, the board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the corporation and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of moneys, and all notes, bonds or other evidence of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents, employee or employees of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors.

Section 3. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such depositories as the board of directors may select.

Section 4. Fiscal Year. The fiscal year of the corporation shall begin on the first day of July of each and every year and shall end on the last day of June of the following year.

ARTICLE VIII. MISCELLANEOUS

Section 1. Waiver of Notice. Any director may waive in writing any notice of a meeting required to be given by these bylaws. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting by such director, except in case a director shall attend a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Notice required to be given under Article IV hereof to the Town Clerk of the Town of San Luis, Arizona may be waived in writing by all members of the governing body of the Town of San Luis, Arizona.

Section 2. Rules and Regulations. The board of directors shall have the power to make and adopt such rules and regulations not inconsistent with law, the articles of incorporation or these bylaws, as it may deem desirable for the management of the business and affairs of the corporation.

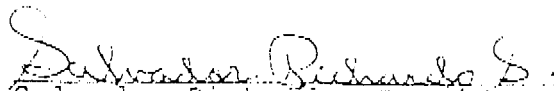
Section 3. Accounting System and Reports. The board of directors shall cause to be established and maintained, in accordance with generally accepted principles of accounting, an appropriate accounting system.

ARTICLE IX. AMENDMENTS

These bylaws may be altered, amended or repealed by the affirmative vote of a majority of the board of directors of the corporation, at any regular or special meeting, provided however, that no amendment to these bylaws shall be effective until such amendment shall have been approved by the governing

body of the Town of San Luis, Arizona, in the manner provided in Article XII of the Articles of Incorporation of the corporation.

The foregoing bylaws were adopted by resolution of the board of directors on January 11, 1984 and approved by Resolution No. 68 adopted by the governing body of the Town of San Luis, Arizona on January 11, 1984.


Salvador Dichoardo, President

ATTEST:


Margarita De Roberto, Secretary



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. D.

Meeting Date: 02/10/2016

Department Head: Jenny Torres, Community Development Director, Community Development Department

Submitted By: Dania Castillo, Economic Development Assistant, Community Development Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1129. A resolution of the Mayor and City Council of the City of San Luis, Arizona, in support of the Housing Development Project "Las Brisas Sunset Apartments" for the application of Low Income Housing Tax Credits from the Arizona Department of Housing. **(Jenny Torres, Community Development Director)**

SUMMARY:

Las Brisas is a 60-unit elderly apartment complex proposed to be located on 3.62 acres at Rio Seco Street and Marea Street. The market study conducted states that there is a market need for this type of facility. The waiting list for other properties are between 1-2 years long. The City of San Luis has not received a Low Income Housing Tax Credits (LIHTC) allocation in 13 years and it is part of our general plan to provide affordable multi-family projects housing. The total construction cost of the project is estimated at \$5,730,221.00 with approximately \$449,060.00 of impact fees. The developer is requesting a partial waiver of impact fees towards the development budget in an amount equal to or greater than 1% of the total construction cost of the project to qualify for points in the LIHTC application. The construction budget is \$5,730,221.00 of which 1% is estimated to be \$57,305.00 that the City would reduce from the total impact fees.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1129.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
CITY/STATE/FEDERAL FUNDS:	0
TOTAL:	0
BUDGETED:	0
AVAILABLE TO TRANSFER:	0

ACCOUNT #/REMAINING BALANCE: 0

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

No direct impact to the budget. If project is awarded, the contribution of \$57,305 will be reduced from the impact fee revenue.

Attachments

Resolution No. 1129

Map

Budget



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 1129

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, IN SUPPORT OF THE HOUSING DEVELOPMENT PROJECT “LAS BRISAS SUNSET APARTMENTS” FOR THE APPLICATION OF LOW INCOME HOUSING TAX CREDITS (LIHTC) FROM THE ARIZONA DEPARTMENT OF HOUSING.

WHEREAS, the City of San Luis is in support of the affordable elderly housing project located in the Las Brisas Subdivision. The elderly housing (55 and older) project will consist of 60-units of affordable housing 60% Area Medium Income (AMI) and below to 40% Area Medium Income (AMI); a community center with an office, laundromat, and enhanced tenant services;

WHEREAS, the applicant Las Brisas (San Luis), LP is applying to the Arizona Department of Housing for an estimated amount of \$7,942,590.00 Low-Income-Tax-Credit (LIHTC) in the 2016 application;

WHEREAS, the City of San Luis’ support of the project with a partial waiver of impact fees to support the competitive process of the application; and

WHEREAS, the City of San Luis will provide a partial waiver of impact fees towards the Development Budget in an amount equal to or greater than 1% of the total construction cost of the project;

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

Section 1: That the contribution of the City of San Luis to Las Brisas Sunset Apartments Project shall be in the form of a partial waiver of impact fees.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this 10th day of February 2016.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

EXHIBIT 1: SITE AND ADJACENT LAND USES





2016

**Arizona Department of Housing
Low Income Housing Tax Credit Program**

Form 3

Pages 8-11
Insert at Tab 3

Project Name: Las Brisas Sunset Apartments

Date: 02/15/16

19) Development Budget

Are Davis Bacon Wages Included in Direct Construction Costs?				
No				
Line Items	Development Budget	9% Eligible Basis	4% Eligible Basis	Budget Changed?
I. Acquisition Costs				
Land	\$900,000			
Building(s) - 10 year Acq cost only	\$0			
Brokerage/Finder's Fees	\$0			
Closing costs	\$15,000			
Legal Fees				
	Total Acquisition Costs	\$915,000	\$0	\$0
II. Direct Construction Costs				
Off-Site Improvements (not on the Owner's land)	\$0			
Demolition	\$0			
Land Preparation	\$0			
Site Work	\$125,000	\$125,000		
Landscaping	\$100,000	\$100,000		
Fencing	\$60,000	\$60,000		
Swimming Pool	\$0	\$0		
Carports	\$225,000	\$225,000		
Concrete	\$345,600	\$345,600		
Masonry	\$0			
Metals	\$0			
Rough Carpentry	\$556,800	\$556,800		
Finish Carpentry	\$108,346	\$108,346		
Waterproofing	\$0			
Insulation	\$156,200	\$156,200		
Roofing	\$178,800	\$178,800		
Sheet Metal	\$0	\$0		
Doors, Windows and Glass	\$196,400	\$196,400		
Lath & Plaster	\$192,800	\$192,800		
Drywall	\$180,000	\$180,000		
Tile Work	\$0			
Acoustical	\$12,000	\$12,000		
Resilient Flooring	\$120,000	\$120,000		
Carpeting	\$12,000	\$12,000		
Window Coverings	\$26,600	\$26,600		
Painting	\$120,000	\$120,000		
Cabinets	\$180,000	\$180,000		
Toilet Accessories, Mirros, Signs, etc.	\$30,500	\$30,500		

Line Items	Development			Budget Changed?
	Budget	9% Eligible Basis	4% Eligible Basis	
Plumbing	\$250,400	\$250,400		
HVAC	\$250,000	\$250,000		
Electrical	\$293,600	\$293,600		
Fire Sprinklers	\$185,000	\$185,000		
Appliances	\$155,000	\$155,000		
Community Buildings	\$260,175	\$260,175		
Elevator	\$0	\$0		
Other Solar System	\$350,000	\$350,000		
Other				
Permits & Fees paid for by General Contractor				
Sales Tax				
Direct Construction Costs Sub-Total	\$4,670,221	\$4,670,221	\$0	
	<i>Maximum Allowable:</i>			
General Requirements	\$245,186.60	\$245,000	\$245,000	
Builder's Overhead	\$105,079.97	\$105,000	\$105,000	
Builder's Profit	\$245,186.60	\$245,000	\$245,000	
HC Contingency (10% max) Line 48	\$467,022.1	\$465,000	\$465,000	
Hazardous Waste Contingency (7% max) Line 48	\$0.00			
Total Construction Costs	\$5,730,221	\$5,730,221	\$0	
Maximum Eligible Basis on Line 55 is:	\$ 6,480,064.20			
III. Professional Fees & Indirect Construction Costs				
Architect Fee - Design	FAIL	\$150,000	\$150,000	
Architect Fee - Supervision	Maximum Allowable	\$150,000	\$150,000	
Engineering Fee	Arch/Engineering is:	\$150,000	\$150,000	
Soils Report	\$ 480,000.00	\$55,000	\$55,000	
Survey				
Environmental Survey		\$5,000	\$5,000	
Market Study		\$10,000		
Appraisal		\$3,500	\$3,500	
Capital Needs Assessment				
Legal Fees		\$7,500	\$7,500	
Accounting Fees		\$10,000	\$10,000	
Cost Certification		\$5,000		
Permits & Fees paid for by Developer		\$449,600	\$449,600	
Other Market Study				
Total Professional Fees		\$995,600	\$980,600	\$0
IV. Construction Financing Costs				
Construction Loan Fee		\$50,000	\$33,000	
Construction Interest		\$150,000	\$75,000	
Bridge Loan Fees		\$0	\$0	
Loan Credit Enhancement				
Taxes - Construction Period Only		\$14,720	\$14,720	
Construction Bond Premium				
Title & Recording		\$1,500	\$1,500	
Legal Fees		\$0	\$0	
Inspection Fees		\$2,500	\$2,500	
Insurance During Construction		\$15,000	\$15,000	

Line Items	Development			Budget Changed?
	Budget	9% Eligible Basis	4% Eligible Basis	
Total Construction Loan Costs				
	\$233,720	\$141,720	\$0	
V. Permanent Financing Costs				
Loan Origination Fee	PASS	\$12,000		
Cost of Issuance/Underwriting Discount (Bond Projects)	Maximum Allowable	\$60,000		
Bond Premium (for Bond Projects only)	Origination & Loan			
Legal Fees	Fees is:	\$7,500		
Title & Recording	\$ 19,000.00	\$9,000		
Total Permanent Loan Costs				
	\$88,500	\$0	\$0	
VI. Syndication Costs				
Organizational (Partnership)		\$15,000		
Legal Fees		\$7,500		
Other				
Total Syndication Costs				
	\$22,500		\$0	
VII. Miscellaneous Soft Costs				
Soft Cost Contingency (Not to exceed 3% of the total of Sec III)	\$29,868.00	\$26,000		
Tenant Relocation Costs				
Personal Property (FF&E included in basis)				
Marketing		\$5,000		
Department Fees		\$6,500		
Other				
Other				
Total Miscellaneous Soft Costs				
	\$37,500	\$0	\$0	
VIII. Developer's Overhead & Fees				
Developer's Overhead/Fee	PASS	\$1,027,880		
Co-Developer Fee	Maximum Allowable			
Non-Profit Fee	is:			
Consultant Fee	\$ 1,027,881.15			
Total Developer Fee & Overhead				
	\$1,027,880	\$0	\$0	
IX. Project Reserves				
Replacement Reserves	\$ 15,000.00	\$15,000		
Lease-Up Reserves	\$ 104,018.47	\$85,695		
Operating Reserves	\$ 104,018.47	\$85,695		
Other				
Other				
Total Reserves				
	\$186,390	\$0	\$0	
Total Development Budget				
	\$9,237,311	\$6,852,541	\$0	

Less portion of federal grant used to finance qualifying costs
Less amount of non-qualifying non-recourse financing
Less non-qualifying units and/or excess portion of higher quality units
Less any cost directly attributed to non-residential mixed use square footage

Line Items	Development		Budget Changed?
	Budget	9% Eligible Basis	4% Eligible Basis
Less Historic Tax Credits			
Less Solar Tax Credits		(\$64,000)	
Less Other Reduction: (explain here)			
Equals TOTAL ELIGIBLE BASIS		\$6,788,541	\$0
Multiply by DDA or QCT Areas Adjustor (except acquisitions)		130%	100%
Equals ADJUSTED BASIS		\$8,825,103	\$0
Multiply by Applicable Fraction (lesser of the # of LI Units or SF of LI Units)		100.00%	100.00%
Equals TOTAL QUALIFIED BASIS		\$8,825,103	\$0
Multiply by Applicable Percentage (in accordance with current rate)		9.00%	3.25%
Equals Eligible Tax Credits		\$794,259	\$0

MAXIMUM ANNUAL TAX CREDITS PER IRC

\$794,259



2016

Arizona Department of Housing
Low Income Housing Tax Credit Program

Form 3

Page 7

Insert at Tab 3

Project Name: Las Brisas Sunset Apartments

Date: 02/15/16

18) Sources of Financing

	A	B	C	D	E	F	G	H		
	Priority of Payment	Lender Name Contact Name Contact Phone	Amount During Construction Period	Amount During Permanent Financing Period	Interest Rate or CF	Amortization (Years)	Term (Years)	Perm Period Annual Payment (Debt Service)	Commitment Date	Financed with Federal, State or Local Govt Funds?
LIHTC Equity		Richman Group	3,507,808	7,942,593						
Historic Tax Credits										
Construction Loan (Hard funds)		Community Housing Capital	2,000,000		6.00%	2	2			<input type="checkbox"/> Yes <input type="checkbox"/> No
Primary Debt (Hard debt)	1	Bonneville USDA 538		950,000	5.00%	40	40	\$54,970.41		<input type="checkbox"/> Yes <input type="checkbox"/> No
Second Mortgage Debt (Hard debt)	2							\$0.00		<input type="checkbox"/> Yes <input type="checkbox"/> No
Deferred Fees	3		22,413	22,413				#NUM!		
ADOH Gap	4		200,000	200,000	1.00%	25	25	\$9,044.94		<input type="checkbox"/> Yes <input type="checkbox"/> No
Other Debt (Soft funds)	5							\$0.00		<input type="checkbox"/> Yes <input type="checkbox"/> No
Other Debt (Soft funds)	6							\$0.00		<input type="checkbox"/> Yes <input type="checkbox"/> No
Other Debt (Soft funds)	7							\$0.00		<input type="checkbox"/> Yes <input type="checkbox"/> No
GP Equity										<input type="checkbox"/> Yes <input type="checkbox"/> No
Other Equity		City of San Luis (Contribution)		57,305						<input type="checkbox"/> Yes <input type="checkbox"/> No
Other Equity		Solar Tax Credits		65,000						<input type="checkbox"/> Yes <input type="checkbox"/> No

TOTAL SOURCES: 5,730,221 9,237,311

TOTAL HARD DEBT SERVICE: \$ 54,970.41

How many months will it take to construct the Project? 9

How many months will the Project require to reach stabilized occupancy? 3

DEBT SERVICE COVERAGE RATIO: 1.11

(Primary & Second Mortgage Hard Debt)

Sunset Apartments
Townhouses

QTY	DESCRIPTION	AMOUNT	TOTALS
1	Clubhouse	\$ 12,784.63	\$ 12,784.63
20	1BR Townhouse	\$ 6,710.00	\$ 134,200.00
1	Plan Review Fees for 1BR TH	\$ 438.00	\$ 438.00
44	2BR Townhouse	\$ 6,844.00	\$ 301,136.00
1	Plan Review Fees for 2BR TH	\$ 502.00	\$ 502.00
			<u>\$ 449,060.63</u>

CPC #:

Sunset Apts Clubhouse

Occup/Type:

B

VB

PERMIT FEE CALCULATION WORKSHEET-INSTITUTIONAL

DWELLING:	COST PER SQ. FT.	\$106.66	X	<u>1552.11</u>	=	\$	165,548
DWELLING:	COST PER SQ. FT.	\$0.00	X	<u>0</u>	=	\$	-
CARPORT:	COST PER SQ. FT.	\$0.00	X	<u>0</u>	=	\$	-
ACC.:	COST PER SQ. FT.	\$37.47	X	<u>222</u>	=	\$	8,318
						TOTAL VALUE	= \$ 173,867
						BUILDING PERMIT FEE	= \$ 1,584.00
						PLAN CHECK FEE	= \$ 1,029.60

MECHANICAL:	Permit					\$	50
	A/C - 5 ton	<u>2</u>	X	\$27		\$	54
	A/C - 2 ton	<u>0</u>	X	\$15		\$	-
	Evap. Cooler	<u>0</u>	X	\$11		\$	-
	Vents	<u>3</u>	X	\$7.00		\$	21
	Hood					\$	-
							\$ 125

PLUMBING:	Permit					\$	50
	Trap/Fixt.	<u>10</u>	X	\$7.00		\$	70
	W/H	<u>1</u>	X	\$7.00		\$	7
	Gas					\$	-
	Back Flow					\$	-
							\$ 127

ELECTRICAL:	Permit					\$	50
	Panel					\$	40
	Feeder	<u>1</u>	X	\$5.00		\$	5
	Branch circ.	<u>22</u>	X	\$2.00		\$	44
	Temporary Power					\$	15
							\$ 154

						SUB-TOTAL:	\$ 406.00
						PLUS: BUILDING PERMIT:	\$ 1,584.00
						BUILDING PERMIT COST:	\$ 1,990.00
						PLAN CHECK FEE:	\$ 1,029.60

Other Impact Fees:	Impact Fee - Admin per 1000 s.f.	\$ 399.00		\$ 619.29			
	Impact Fee - Parks per 1000 s.f.	\$ 277.00		\$ 429.93			
	Impact Fee - Pub. Safety per 1000 s.f.	\$ 1,375.00		\$ 2,134.15			
	Impact Fee - Streets per 1000 s.f.	\$ 1,231.00		\$ 1,910.65		\$	5,094.03
	Waste Water Impact Fees (1" Service)					\$	2,721.00
	Water Connection Fees (1" Service)					\$	1,500.00
	Waste Water Connection Fees					\$	450.00

ESTIMATED FEES FOR BUILDING PERMIT:

\$ 12,784.63

Structure:	
Length:	_____
Width:	_____
Height:	_____

S.F. Dwelling:	1552
S.F. Gar./C.P.:	0
S.F. Accessory:	222
Total S.F.:	1774

No. Rooms:	_____
No. Bedrooms:	_____
No. Baths:	_____

Lot Length: _____

Lot Width: _____

Parcel Area (s.f.): _____

RPC #: 1 BR-TH Sunset Apts Occup/Type: R-3/U VB

PERMIT FEE CALCULATION WORKSHEET

DWELLING:	COST PER SQ. FT.	\$97.95	X	<u>662.03</u>	=	\$	64,846
GARAGE:	COST PER SQ. FT.	\$37.47	X	<u>0</u>	=	\$	-
CARPORT:	COST PER SQ. FT.	\$37.47	X	<u>0</u>	=	\$	-
ACC.:	COST PER SQ. FT.	\$37.47	X	<u>41.48</u>	=	\$	1,554
					=	\$	<u>66,400</u>

BUILDING PERMIT FEE = \$ 876.00

PLAN CHECK FEE = \$ -

MECHANICAL:	Permit		\$	<u>25</u>		
	A/C		\$	<u>15</u>		
	Vents	<u>2</u> X \$7.00	\$	<u>14</u>		
	Kitchen Hood		\$	<u>11</u>		
			\$			<u>65</u>

PLUMBING:	Permit		\$	<u>25</u>		
	Trap/Fixt.	<u>6</u> X \$7.00	\$	<u>42</u>		
	W/H		\$	<u>7</u>		
	Gas		\$	<u>10</u>		
	Connection to street		\$	<u>-</u>		
			\$			<u>84</u>

ELECTRICAL:	Permit		\$	<u>25</u>		
	Panel		\$	<u>20</u>		
	Feeder		\$	<u>5</u>		
	Branch circ.	<u>12</u> X \$2.00	\$	<u>24</u>		
	Temporary Power		\$	<u>15</u>		
			\$			<u>89</u>

SUB-TOTAL:	\$	<u>238.00</u>
PLUS: BUILDING PERMIT:	\$	<u>876.00</u>
BUILDING PERMIT COST:	\$	<u>1,114.00</u>
PLAN CHECK FEE:	\$	<u>-</u>
IMPACT & CONNECTION FEES (New Const. Only):	\$	<u>5,596.00</u>

ESTIMATED FEES FOR BUILDING PERMIT:

\$ 6,710.00

Structure:	
Length:	_____
Width:	_____
Height:	_____

S.F. Dwelling:	<u>662</u>
S.F. Gar./C.P.:	<u>0</u>
S.F. Accessory:	<u>41</u>
Total S.F.:	<u>704</u>

No. Rooms:	_____
No. Bedrooms:	_____
No. Baths:	_____

Lot Length: _____

Lot Width: _____

Parcel Area: _____
acres/sqft

RPC #: 2 BR-TH Sunset Apts Occup/Type: R-3/U VB

PERMIT FEE CALCULATION WORKSHEET

DWELLING:	COST PER SQ. FT.	\$97.95	X	<u>812.04</u>	= \$	79,539
GARAGE:	COST PER SQ. FT.	\$37.47	X	<u>0</u>	= \$	-
CARPORT:	COST PER SQ. FT.	\$37.47	X	<u>0</u>	= \$	-
ACC.:	COST PER SQ. FT.	\$37.47	X	<u>87.96</u>	= \$	3,296
					= \$	<u>82,835</u>

BUILDING PERMIT FEE = \$ 1,004.00

PLAN CHECK FEE = \$ -

MECHANICAL:	Permit		\$	25		
	A/C		\$	15		
	Vents	<u>2</u> X \$7.00	\$	14		
	Kitchen Hood		\$	11		
					\$	<u>65</u>

PLUMBING:	Permit		\$	25		
	Trap/Fixt.	<u>6</u> X \$7.00	\$	42		
	W/H		\$	7		
	Gas		\$	10		
	Connection to street		\$	-		
					\$	<u>84</u>

ELECTRICAL:	Permit		\$	25		
	Panel		\$	20		
	Feeder		\$	5		
	Branch circ.	<u>15</u> X \$2.00	\$	30		
	Temporary Power		\$	15		
					\$	<u>95</u>

SUB-TOTAL:	\$	244.00
PLUS: BUILDING PERMIT:	\$	1,004.00
BUILDING PERMIT COST:	\$	1,248.00
PLAN CHECK FEE:	\$	-
IMPACT & CONNECTION FEES (New Const. Only):	\$	5,596.00

ESTIMATED FEES FOR BUILDING PERMIT:

\$ 6,844.00

Structure:	
Length:	_____
Width:	_____
Height:	_____

S.F. Dwelling:	<u>812</u>
S.F. Gar./C.P.:	<u>0</u>
S.F. Accessory:	<u>88</u>
Total S.F.:	<u>900</u>

No. Rooms:	_____
No. Bedrooms:	_____
No. Baths:	_____

Lot Length: _____

Lot Width: _____

Parcel Area: _____
acres/sqft



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

9. A.

Meeting Date: 02/10/2016

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, 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), A.R.S. §38-431.03(A)(3) and A.R.S. §38-431.03(A)(4) on any and all matters relating to the position of Police Chief and the recruitment, employment, assignment, appointment, and/or salaries of the position, including possible discussion of confirmation of appointment and/or discussion of approval of terms and/or conditions pursuant to San Luis City Code §32.02, and consultation with the attorney or attorneys of the City regarding the same. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

An executive session as described in the agenda item.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. §38-431.03(A) SUBSECTIONS (1), (3) AND (4).

Supporting information not attached to the Agenda Item Review Form:

No attachments

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 (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

Pursuant to A.R.S. §38-431.03(D) no action or decision may be taken during executive session except to instruct the attorney.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

11. A.

Meeting Date: 02/10/2016

Department Head: Kay Macuil, City Attorney, Attorney's Office

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

Action Requested: Motion

ITEM:

Discussion and possible action regarding any and all matters related to the position of Chief of Police and the recruitment, employment, assignment, appointment, and/or salaries of the position, including confirmation of appointment and/or approval of terms and/or approval of conditions pursuant to San Luis City Code §32.02. **(Tadeo A. De La Hoya, Interim City Manager)**

SUMMARY:

Under San Luis City Code §32.02 City Council confirms the City Manager's appointment of Chief of Police. The Chief of Police serves at the pleasure of the City Manager on the terms and conditions as may be approved by the City Council.

A candidate for Chief of Police has been selected for City Council to consider confirming and to consider determining and approving terms and conditions for the position.

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:

Supporting information is attached to this 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: 141,000.00

BUDGETED: 116,000.00

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: 1,232,228

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

Amount budgeted for former Chief's salaries & Benefits was \$133,940, of which \$18,000 was used to adjust current Acting Chief.

Account to be used for salaries line is 100-181-50000.

Attachments

Proposed Contract

EMPLOYMENT AGREEMENT

This agreement is made this ___ day of _____, 2016 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 Union Street, San Luis, Arizona, and Craig Higgins, referred to in this agreement as “Police Chief.”

SECTION I TERM AND NATURE OF EMPLOYMENT

The Police Chief shall enter into the employment of the City as the Police Chief of the City of San Luis, Arizona beginning on the ___ day of _____ 2016 and shall serve at the pleasure of the City Manager subject to the provisions of the City Code of the City of San Luis.

SECTION II DEVOTION OF FULL TIME TO BUSINESS

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

SECTION III DUTIES

The Police Chief shall perform the duties of Police Chief as set forth in the ordinances, codes, rules, and regulations of the City of San Luis and the applicable statutes and laws of the State of Arizona and shall perform such other duties as may be assigned or directed by the City Manager of the City of San Luis. Police Chief, while a contract employee, shall be a department head subject to the management and direction of the City Manager as any other department head of the City of San Luis. The Police Chief shall serve the City diligently and according to his 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 his position as the Police Chief of a political subdivision. Police Chief must obtain proper certification as a certified peace officer in good standing with the State of Arizona with the Arizona Police Officer Standards and Training Board (AZPOST) within ___ months of beginning his duties as Police Chief.

SECTION IV RATE OF COMPENSATION; OTHER TERMS AND CONDITIONS

A. The salary of the Police Chief shall be an annual base salary of \$100,000.00 payable biweekly effective as of _____, 2016. The Police Chief shall be entitled to accrue vacation and sick time as all other city employees.

B. Police Chief is required to become a certified peace officer certified by the Arizona Peace Officer Standards and Training Board within six months of the date of employment. Upon achieving the status of a certified officer in the State of Arizona, the annual base salary as stated in subparagraph A above shall increase to the sum of \$102,500.00 payable bi-weekly.

C. The City Manager and the City Council shall review the performance of the Police Chief between six and nine months from the date of this agreement, at which point the Police Chief

may be eligible for an increase of \$2,500.00 to his base salary, based on merit, as determined by the Council.

D. In addition to the review stated hereinabove, the City Manager and City Council may review, evaluate, and complete the evaluation of the performance of the Police Chief from time to time during the term of this agreement. The structure and timing of such review and evaluation, as well as any further adjustment in base salary or other compensation, shall be in the sole discretion of the Manager and City Council. The Manager and City Council shall not at any time during this contract reduce the salary, compensation, or other benefits for Police Chief without the mutual consent of Police Chief.

E. The City shall provide a police vehicle for use by the Police Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Police Chief in connection with the performance of his duties as Chief, including professional growth and development. Said vehicle may not be used to commute to or from a residence not located within 25 minutes response time from the Police Department of the City of San Luis.

F. The Council agrees to budget and pay for the professional dues and subscriptions of the Police Chief as the Council deems necessary for his continuation and participation in national, regional, state and local associations and organizations necessary for his continued professional participation, growth and advancement, and for the good of the City.

G. Unless otherwise stated herein, Police Chief 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 any cost of living adjustments made to employee compensation.

H. It is recognized by the Manager and Council that Police Chief must devote the time necessary to his 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 Police Chief under the supervision of the City Manager.

I. Indemnification. The City agrees to defend, save harmless and indemnify Police Chief against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of his duties as Police Chief for the City, even if said claim has been made following his termination from employment, provided that the Police Chief acted within the scope of his duties. The City may compromise and settle any such claim or suit and will pay the amount of any settlement or litigation costs, incidental expenses, and judgments rendered thereon without recourse to the Police Chief.

SECTION V TERMINATION OF EMPLOYMENT

A. The Manager and City Council may terminate this agreement at any time upon the giving of at least thirty (30) days' written notice to Police Chief, unless the parties otherwise agree. If Police Chief is not able to obtain AZPOST certification within six months of this Agreement, Police Chief's employment shall terminate effective on the day following six months from the date of this agreement, and no further notice shall be necessary.

B. Police Chief may resign from his 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 Police Chief may have under this agreement or law, Police Chief shall be paid his accumulated vacation 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, Police Chief shall be entitled to severance pay equal to three months of salary based upon the rate of salary as of the date of termination. In the event Police Chief is terminated because of a conviction relating to any felony or loss of certification as a peace officer by Arizona Peace Officer Standards and Training, Council shall have no obligation to make any extra payment pursuant to this subsection except for Police Chief's accrued salary, and vacation 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 certification as a peace officer 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, Police Chief 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 City Manager and duly attested to by its Clerk, and Police Chief, has signed and executed this agreement on the day and year referred to above.

Craig Higgins, Police Chief

City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

4847-4794-9613 v.1

4847-4794-9613, v. 1