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, October 26, 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 GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 7:00 p.m., el día Miercoles, 26 de Octubre 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 a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona 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 qua 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, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos del Estado de Arizona A.R.S §1-602.A.9, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar el consentimiento ante el Estado o cualquiera de sus subdivisiones políticas para hacer una grabación de audio o video de su hijo menor de edad. 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 menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está 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 los Estatutos del Estado de Arizona A.R.S. §1-602.A.9.

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaria de la Ciudad

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
October 26, 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 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. PRESENTATIONS

4. A.	Presentation on the Josefina Yepez Cancer Foundation. **(City of Somerton Mayor-Elect Jose Yepez)**	**Presentation Done**
4. B.	Presentation and recognition of employees by the Employee Recognition and Awards Program for their outstanding work with the City of San Luis. **(Omar Heredia, Training and Programs Coordinator)**	**Presentation Done**

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 August 17, 2016	**Approved**
5. B.	**DISBURSEMENTS FROM OCTOBER 1, 2016 TO OCTOBER 14, 2016** Total Disbursements $489,698.72 (Four Hundred Eighty-Nine Thousand, Six Hundred Ninety-Eight Dollars and Seventy-Two Cents)	**Approved**
5. C.	Discussion and possible action on any and all matters regarding authorization to award the Engineering Contract to James Davey and Associates for the Price Center Improvements. **(Jenny Torres, Community Development Director)**	**Approved**

5. D. Discussion and possible action on any and all matters regarding the Independent Contract Agreement with Mexes to provide professional services for the 4FrontED Binational Region. **(Jenny Torres, Community Development Director)** **Approved**

5. E. Discussion and possible action on any and all matters regarding Resolution No. 1164. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving Intergovernmental Agreement of the 4-FrontED Bi-national Program to support Economic Development in the Greater Yuma Region and repealing Resolution No. 1155. **(Jenny Torres, Community Development Director)** **Approved**

5. F. Discussion and possible action on any and all matters regarding Resolution No.1165. A resolution of the Mayor and Council of the City of San Luis, Arizona to authorize the City of San Luis Police Department to receive funding for the Impaired Driver/DUI Alcohol Enforcement and STEP/Selective Traffic Enforcement projects by approving Highway Safety Contracts 2017-PT-052 & 2017-II-013 between the City of San Luis, Arizona through the San Luis Police Department and the Governor's Office of Highway Safety. **(Andrea Moreno, Police Administrator)** **Approved**

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding the authorization to purchase the Public Safety Answering Point for the Communications Division from Century Link. **(Andrea Moreno, Police Administrator)** **Approved**

6. B. Discussion and possible action on any and all matters regarding the purchase of Brazos eCitation Solution Software from Tyler Technologies for the San Luis Police Department. **(Andrea Moreno, Police Administrator)** **Approved**

6. C. Discussion and possible action on any and all matters regarding proposal and engagement letter to provide a water, wastewater, and solid waste rate analysis and long-term financial planning. **(Eulogio Vera, Public Works Director and/or Olivia Jenkins, Utilities Director)** **Approved**

6. D. Discussion and possible action on any and all matters regarding Resolution No.1166. A resolution of the City of San Luis declaring as a public record certain documents filed with the City Clerk entitled “Public Works Standards for Yuma County Volume III” as adopted by Yuma County on August 21, 2006, “Construction Standard Detail Drawings, February 2009 of the City of Yuma”, “Uniform Standard Specifications for Public Works Construction as sponsored and distributed by the Maricopa Association of Governments 2015 Edition”, and “City of San Luis Supplement to the 2015 MAG Uniform Standard Specifications for Public Works Construction and to the City of Yuma Construction Standard Detail Drawings.” **(Eulogio Vera, Public Works Director)** **Approved**

6. E.	Discussion and possible action on any and all matters regarding Ordinance No. 359. An ordinance of the City of San Luis, amending the City Code of the City of San Luis, Arizona by adding Chapter 153 Public Works Standards, repealing any conflicting provisions, providing for severability, and declaring an emergency. **(Eulogio Vera, Public Works Director)** A. Adoption of Ordinance No. 359 by title only (The City Clerk to read Ordinance No. 359 by title only) B. Adoption and approval of Ordinance No. 359 and declaring an emergency	**Approved**
6. F.	Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2016-0493. A request by Kevin Burge of Core Engineering Group, PLLC, on behalf of Page Misenhimer, Trustee of RL Jones Properties, LLC, property owner, for approval of a Conditional Use Permit to allow a warehouse and transfer facility for general freight to be located on 4832 E. Vaughan Street, San Luis, Arizona. **(John Starkey, Planning and Zoning Director)** A. Open public hearing 1. Staff Presentation and Applicant if available 2. Call to the Public on this item B. Close public hearing C. Action on Conditional Use Permit Case No. 2016-0493	**Approved**
6. G.	Discussion and possible action on any and all matters regarding Subdivision Case No. 2016-0423P&F. A request by Edais Engineering, Inc., on behalf of Riedel Holdings, LLC, property owner, for the final approval for Las Quintas de San Luis II Subdivision located south of County 22nd Street between the East Main Canal and Las Quintas Subdivision. **(John Starkey, Planning and Zoning Director)**	**Approved**
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).	**Informational Update**
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.	**No Legal Action Permitted**
9.	**ADJOURNMENT 7:57 p.m.**	

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4.A.**

Meeting Date: 10/26/2016

Summary

Presentation on the Josefina Yepez Cancer Foundation. **(City of Somerton Mayor-Elect Jose Yepez)**

PRESENTATION

Regular City Council Meeting **4.B.**

Meeting Date: 10/26/2016

Presentation Topic/Summary:

Presentation and recognition of employees by the Employee Recognition and Awards Program for their outstanding work with the City of San Luis. **(Omar Heredia, Training and Programs Coordinator)**

Attachments

Awardee List

2016 - 3rd Quarter ERAP Awards

YEARS OF SERVICE RECOGNITIONS

25 years Andrea Catania, Risk Management	**20 Years** Salvador Sandoval, Fleet Services	**10 Years** Nerys Martinez, Public Works Cesar Mora, Fire Dept. Cesar Jauregui, Public Works Fausto Lopez, Public Works Carlos Cortes, Finance Jose Huerta, Public Works Adilia Kasid, Municipal Court Cesar Magallanes, Public Works Norberto Flores, Public Works	**5 Years** Jesus Meza, Recreation Juan Correa, Parks Grounds Derek Dueñas, IT

3RD QUARTER ERAP AWARDEES

Francisco Orozco (Information Technology) - Customer Service Award
Sonia Cornelio (Clerk's Office) - Achievement Award
Fire Department – Award of Excellence
Xochitl Lopez (Public Works) - Employee of the Quarter

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.A.**

Meeting Date: 10/26/2016

Summary

MINUTES OF

-Work Session held August 17, 2016

Attachments

10/17/2016 WS Minutes

M I N U T E S
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
August 17, 2016
6:30 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Work Session to order at approximately 6:32 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice-Mayor Matias Rosales-arrived at 6:35 p.m.
Council Member Ruben Walshe-arrived at 6:40 p.m.
Council Member Maria Cecilia Ramos
Council Member Africa Luna-Carrasco
Council Member Mario Buchanan Jr.

ABSENT: Council Member Gloria Torres

OTHERS PRESENT: Tadeo A. De La Hoya, Interim City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Aracely de la Hoya, Senior Services Director
Chris Hagen, Management Analyst
Craig Higgins, Chief of Police
Gilberto Torres, Waste Water Supervisor
Jenny Torres, Community Development Director
John Starkey, Planning & Zoning Director
Johnathan Dumadag, IT Technician
Jorge Perez, Utilities Department
Jose Guzman, Assistant Planner
Joselyn Medina, PIO/Assistant to Mayor and Council
Juan Castillo, Utilities Department
Ketie St. Louis, Finance Director
Lizandro Galaviz, Parks and Recreation Director
Manuel Rojas, Assistant Public Works Director
Olivia Jenkins, Utilities Director
Ralph Velez, City Consultant
Eduardo Garcia, Factor Sales, Inc.
Lucy Lopez, San Luis AZ News
Cesar Neyoy, Bajo El Sol

2. AGENDA ITEMS:

2.A. Discussion on any and all matters regarding the purchase of a new Peterbuilt 348 dump truck for the Wastewater Sludge Management Program for the Public Works Department, Wastewater Division. (Manuel Rojas, Assistant Public Works Director)

Mr. Manuel Rojas, Assistant Public Works Director, informed that the purchase of the new dump truck is to replace a damaged 1985 retrofitted Solid Waste unit from the Waste Water Division. He mentioned that the new equipment will enable to fulfill requirements from the Arizona Department of Environmental Quality and Yuma County health regulations. He added that the primary use for this unit is waste water sludge management. Furthermore he added that in 2015 the City produced 972 ton of sludge in the West and East Waste Water Treatment Plants. Mr. Rojas informed that currently staff has been using a vehicle from the Highway Users Division, causing conflict with their daily operations. He stated that this unit is a budgeted and approved items for the current fiscal year, the purchase is in the amount of $154,956.25 and will be obtained from a cooperative purchase under HGACBUY, contract #HT06-16.

3. DISCUSSION ITEM(S):

3.A. Presentation followed by discussion on any and all matters regarding advanced water metering infrastructure. (Olivia Jenkins, Utilities Director and Dana Kepner Company)

Ms. Olivia Jenkins, Utilities Director introduced Mr. Matt Roeder and Mr. Frank Howe from Dana Kepner Company that made a presentation on the new metering system upgrade.

Ms. Matt Roeder, Dana Kepner Company, made a power point presentation, from which a copy is in file with the complete agenda packet in the City Clerk’s Office.

3.B. Discussion on any and all matters regarding street lighting along County 22nd Street and 8th Avenue (Commonly known as "Sidewinder Road"). (Vice Mayor Matias Rosales and Eulogio Vera, Public Works Director)

Vice-Mayor Matias Rosales stated that he would like to know what plans are doing for the future. He added that he understand that there is Riedel Construction is currently working on a housing development in that area and that some improvement will be done

including lighting. He asked what will be done with the remaining of the area of what will be done in case the development is not successful.

Mr. John Starkey, Planning and Zoning Director, replied that in fact there is a development agreement in which the City of San Luis and Riedel Construction agreed to pay each 50% of the improvements in that area. He informed that when that area gets developed the street lighting will be on the east side of 8th Avenue, furthermore he added that part of the design is to place a light on the intersection of Juan Sanchez Blvd. and 8th 10th Avenues.

Vice-Mayor Matias Rosales asked what will be the cost to place lighting on that area in case the development does not go through.

Mr. Starkey replied that the cost will range from $50,000.00 to $80,000.00.

Mayor Gerardo Sanchez stated that lighting on this zone is a big issued and is good to have a plan in case something happens and the development agreement does not go through. He mentioned that it will be a great idea to place this project in the budget for next fiscal year.

Mr. Matt Roeder from Dana Kepner informed that his company provides gas, water and electric services a flex net program. One of the preferable devices and features is lighting control by retrofitting the existing lights and installing a flex net module. This module is able to provide outage notification and lighting can be control on the different areas with percentage of lighting.

Mr. Manuel Rojas, Assistant Public Works, informed that staff is working on a design for said intersection, the design is 90%, and staff is targeting the end of the year to start construction. He added that County 22nd Street will be a five (5) lane, with a middle section also the turning radius will be adjusted for buses. The improvement will improve traffic in that area. Furthermore, he added that for lighting he will be contacting Ana Ochoa from APS to work on a conceptual plan for that area.

3.C. Discussion on any and all matters regarding an economic development incentive policy for the recruitment of businesses. (Vice Mayor Matias Rosales and Jenny Torres, Community Development Director)

Council Member Matias Rosales stated that the he would like the City of San Luis to work on an incentive plan for the recruitment of businesses. He mentioned that he would like that this policy be consistence with rest of the County.

Ms. Jenny Torres, Community Development Director, stated that in previous meeting she has address the need of an incentive policy. She mentioned that there some policies that include funding, for this reason the policy will not be implemented until the following fiscal year until funding is available, unless Council believes that this is an urge to the City, then staff will have to request council contingency funds. Ms. Torres stated that the incentive policy will have to be a standard policy so that it can be applied for the different types of businesses. She informed that the City of Yuma has adopted a policy with a funding of $400,000.00, that amount is not used with only one business, unless it is a huge project. She mentioned that Greater Yuma Economic Development Corporation has a program and will be able to help staff in developing the policy, however it has been discussed with the legal department the possibility of hiring a consultant to draft this policy. She stated that she will start working on drafting the policy and have it ready for implementation for next fiscal year, if that is Council's desire.

Mayor Gerardo Sanchez mentioned that staff will have to be very careful as to who will be receiving those incentives. He added that he would like to see businesses that will be creating jobs for San Luis residents.

Ms. Torres stated that she will make sure that the policy contains standards for that will be applied to all business and a requirement that during the hiring process the priority will be San Luis residents.

Mayor Gerardo Sanchez asked Ms. Torres to look at other Cities have an incentive that can help in the development of this policy.

3.D. Discussion on any and all matters regarding a walking path along the East Main Canal from San Luis High School to Highway 95. (Vice Mayor Matias Rosales and John Starkey, Planning & Zoning Director)

Council Member Matias Rosales stated that this project was discussed and would like to know the status of this project.

Mr. John Starkey, Planning and Zoning Director, informed that he had a conversation with Mr. Lizandro Galaviz, Parks & Recreation Director and he mentioned that there are some State Parks grants available for this type of project. He mentioned that staff applies for a grant a few years ago, but right after the City applies that program was cancelled. He informed that in order to obtain permission from the Yuma County Water Association, staff will have to work in developing a plan that will include paving, storm drain water and lights.

Vice-Mayor Matias Rosales stated that it will be a good idea to look for grants for this project and also to budget for this project during the preparation of next fiscal year budget to get this project going.

Mayor Gerardo Sanchez asked if there is staff capable of drafting the design for this project.

Mr. Starkey replied that staff has the plan that was presented a few years ago, which covers a walking path from the San Luis Library to the San Luis High School.

Ms. Jenny Torres mentioned that staff need to start planning as to what will be needed for this project. She stated that this needs to be plan accordingly, as there are grants at the federal level that can be used for walking and bicycle paths in the City.

Council Member Maria C. Ramos stated that Council need to push this project, as it has been discussed twice and nothing has been done.

Mayor Gerardo Sanchez mentioned that this project need to safety for everybody and does not have to be fancy.

Council Member Africa Luna-Carrasco suggested that staff talk to the different contractors to see if they are willing to volunteer their work to get this project going, and compensate them by installing a plaque with their name on the project.

Mr. Lizandro Galaviz, Parks & Recreation Director, stated that he agrees with Ms. Torres, that a master pathway and trail is require. He informed that Mr. Eulogio Vera, Public Works Director and himself will be meeting and will be inviting Mr. Starkey, to start planning for this project and start having community with State Parks and Trails. He stated that San Luis is a good are to do those type of projects, but firs a layout of the project need to be completed. He informed that State Parks and Trails have grant funding that can be used for this project. Furthermore, he mentioned that staff should look in the future and work on a plan where the pathways can connect to each other.

4. ADJOURMENT

MOTION: Council Member Mario Buchanan Jr. /Council Member Africa Luna-Carrasco to adjourn the meeting at approximately 8:02 p.m.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.B.**

Meeting Date: 10/26/2016

Summary

DISBURSEMENTS FROM OCTOBER 1, 2016 TO OCTOBER 14, 2016

Total Disbursements $489,698.72

(Four Hundred Eighty-Nine Thousand, Six Hundred Ninety-Eight Dollars and Seventy-Two Cents)

Attachments

Disbursements 10/26/2016

City of San Luis
Finance Department

COUNCIL MEETING OCTOBER 26, 2016
Disbursement Reports from 10/1/2016 to 10/14/2016

Bank Accounts	Check Date	Amount	Schedule
Payroll Check Account	10/5/2016	$ 260,744.97	Schedule A
Accounts Payable Check Account	10/6/2016	$ 49,525.83	Schedule B
Accounts Payable Check Account	10/6/2016	$ 12,553.09	Schedule C
Accounts Payable Check Account	10/6/2016	$ 5,263.54	Schedule D
Accounts Payable Check Account	10/6/2016	$ 40,741.08	Schedule E
Accounts Payable Check Account	10/6/2016	$ 30.00	Schedule F
Accounts Payable Check Account	10/11/2016	$ 627.00	Schedule G
Accounts Payable Check Account	10/12/2016	$ 58,654.96	Schedule H
Accounts Payable Check Account	10/13/2016	$ 61,558.25	Schedule I

Total Disbursements: **$ 489,698.72**

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

Prepared by Angelica V. Castro: Angelica V. Castro

Verified by Finance Director: Katie St. Louis

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
2016 OCT 17 P 1:51
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Schedule A

Pay Day Registe Report

Pay Date Range 09/17/16 - 09/30/16

Pay Batch 201620

UNITED WAY	26.00	.00	NORTH ISLAND CREDIT UNION	971.54
US & MEX DENTAL= FAMILY	686.92	.00	Sunbank	443.88
US & MEX HEALTH = C	6,291.60	.00	THE FOOTHILLS BANK	1,299.88
US & MEX HEALTH = FAMILY	4,926.72	.00	WASHINGTON FEDERAL	3,649.28
US & MEX HEALTH = SP	1,348.20	.00	Wells Fargo	52,730.00
VSP - VISION FAMILY	596.70	.00	WELLS FARGO CA	774.05
Net	$260,744.97 ✓		Total	$237,401.76
			Check	$23,343.21

Schedule B

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 10/06/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/06/2016	77065	Accounts Payable	VELEZ , RALPH G		981 10
	Invoice		Date	Description	Amount	
	2017-00000277		09/26/2016	CONSULTANT SERVICES WEEK OF SEPTEMBER 26, 2016	981 10	
Check	10/06/2016	77066	Accounts Payable	WAXIE SANITARY SUPPLY		1,115 27
	Invoice		Date	Description	Amount	
	76212660		09/09/2016	JANITORIAL SUPPLIES	99 81	
	76215737		09/12/2016	MAINTENANCE/OTHER SUPPLIES FOR HWY USERS CREWS/INMATES	4 34	
	76206472		09/07/2016	MAINTENANCE/CLEANING SUPPLIES FOR SW TRUCKS	197 33	
	76215736		09/12/2016	MAINTENANCE/CLEANING SUPPLIES FOR SW TRUCKS	5 79	
	76205871		09/07/2016	MAINTENANCE/CLEANING SUPPLIES FOR SW TRUCKS	471 45	
	76205872		09/07/2016	MAINTENANCE/OTHER SUPPLIES FOR HWY USERS CREWS/INMATES	336 55	
Check	10/06/2016	77067	Accounts Payable	YUMA COUNTY RECORDER'S OFFICE		123 50
	Invoice		Date	Description	Amount	
	16-15345		09/07/2016	RECORDING FEES FOR CLERK'S OFFICE 9-1-16 TO 9-30-16	123 50	
1BYPAYABLE 1st BY Accounts Payable Totals				Transactions 47		$49,525 83

Checks	47	$49,525 83

Alaster 10/6/16

C

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 10/06/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 18YPAYABLE - 1st BY Accounts Payable						
Check	10/06/2016	77021	Accounts Payable	ALSCO, INC		523 13

Invoice	Date	Description	Amount
LYUM1097072	08/06/2016	UNIFORM SERVICE FOR PARKS DEPT FOR THE MONTH OF SEPTEMBER 2016	81 56
LYUM1097063	09/06/2016	UNIFORM SERVICES FOR UTILITIES	25 09
LYUM1098994	09/13/2016	UNIFORM SERVICES FOR UTILITIES	25 09
LYUM1100987	09/20/2016	UNIFORM SERVICES FOR UTILITIES	25 09
LYUM1102916	09/27/2016	UNIFORM SERVICES FOR UTILITIES	25 09
LYUM1100998	09/20/2016	UNIFORM SERVICES FOR FLEET SERVICES	47 63
LYUM1097074	09/06/2016	UNIFORM SERVICES FOR FLEET SERVICES	47 63
LYUM1099005	09/13/2016	UNIFORM SERVICES FOR FLEET SERVICES	48 49
LYUM1100997	09/20/2016	UNIFORM SERVICES FOR FACILITIES DEPT	65 82
LYUM1099004	09/13/2016	UNIFORM SERVICES FOR FACILITIES DEPT	65 82
LYUM1097073	09/06/2016	UNIFORM SERVICES FOR FACILITIES DEPT	65 82

Check	10/06/2016	77022	Accounts Payable	ALVAREZ, MIGUEL		107 00

Invoice	Date	Description	Amount
MIGUEL 100916	10/06/2016	TRAVEL- 2016 CA PAL 45TH ANNUAL TRAINING CONF	107 00

Check	10/06/2016	77023	Accounts Payable	APS/CLAIM #414-1352-AH		200 00

Invoice	Date	Description	Amount
TR- 201401091	10/03/2016	RESTITUTION PAYMENT	200 00

Check	10/06/2016	77024	Accounts Payable	ARANDA, MANUEL		170 00

Invoice	Date	Description	Amount
MANUEL 100316	10/06/2016	HI BENEFIT SUPPLEMENT SEPT 2016	170 00

Check	10/06/2016	77025	Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY		666 65

Invoice	Date	Description	Amount
40915	09/21/2016	PURCHASE OF TOOLS FOR CITY SHOP	666 65

Check	10/06/2016	77026	Accounts Payable	ARIZONA SUPREME COURT (AOC)		12,384 00

Invoice	Date	Description	Amount
5024	09/09/2016	DEBT SETOFF RELEASE FEES	9 00
2017-00000240	08/31/2016	EQUIP. RENTAL & LEASE-ACAP CHARGEBACK 07/01/2016 - 12/31/2016	12,375 00

Check	10/06/2016	77027	Accounts Payable	BINGHAM AUTO & TRUCK PARTS		77 89

Invoice	Date	Description	Amount
3023-426597	09/06/2016	SOLID WASTE 8969 EE180	77 89

Check	10/06/2016	77028	Accounts Payable	BLEICH LAW OFFICE		800 00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 10/06/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount	
	501		10/03/2016	ATTORNEY FEES	400 00	
	502		10/03/2016	ATTORNEY FEES	400 00	
Check	10/06/2016	77029	Accounts Payable	BLT READY MIX CONCRETE LLC		1,871 03
	Invoice		Date	Description	Amount	
	662705		08/18/2016	PAYMENT FOR THE CONSTRUCTION OF CONCRETE SIDEWALK FOR C C	748 41	
	662916		08/30/2016	PAYMENT FOR THE CONSTRUCTION OF CONCRETE SIDEWALK FOR C C	561 31	
	662895		08/29/2016	PAYMENT FOR THE CONSTRUCTION OF CONCRETE SIDEWALK FOR C C	561 31	
Check	10/06/2016	77030	Accounts Payable	CAMARENA, CORNELIUS		400 00
	Invoice		Date	Description	Amount	
	5103		09/27/2016	ATTORNEY FEES	400 00	
Check	10/06/2016	77031	Accounts Payable	CONSTRUCTION PRODUCT MARKETING, LLC		2,045 48
	Invoice		Date	Description	Amount	
	1605		09/22/2016	REPLACE 12" VALVE F/ BASIN #1@WEST WWTP	2,045 48	
Check	10/06/2016	77032	Accounts Payable	DESERT VALLEY SERVICES, INC		10 00
	Invoice		Date	Description	Amount	
	386229-2		10/06/2016	JANITORIAL SUPPLIES	10 00	
Check	10/06/2016	77033	Accounts Payable	EMPIRE MACHINERY		317 85
	Invoice		Date	Description	Amount	
	EMPS3964099		09/28/2016	PURCHASE OF PARTS FOR PARKS DEPT EQUIPMENT # 6639	317 85	
Check	10/06/2016	77034	Accounts Payable	FLORES , ELVIS N		86 72
	Invoice		Date	Description	Amount	
	ELVIS 092916		10/06/2016	REIMBURSEMENT- PURCHASE OF WORK SHOES	86 72	
Check	10/06/2016	77035	Accounts Payable	FREIGHTLINER STERLING WESTERN		1,764 89
	Invoice		Date	Description	Amount	
	XP001191504 01		09/06/2016	PURCHASE OF AUTOMOTIVE PARTS FOR SOLID WASTE DEPT VIN# 8969	1,764 89	
Check	10/06/2016	77036	Accounts Payable	FRESH TERRA SERVICES LLC		2,430 00
	Invoice		Date	Description	Amount	
	5203		09/01/2016	LAB ANALYSIS REQUIRED TO COMPLY W/ ADEQ@EAST WWTP (3RD QTR)	835 00	
	5231		09/12/2016	LAB ANALYSIS REQUIRED TO COMPLY W/ ADEQ@WEST WWTP	115 00	
	5226		09/09/2016	LAB ANALYSIS REQUIRED TO COMPLY W/ ADEQ@WEST WWTP	115 00	
	5211		09/06/2016	LAB ANALYSIS REQUIRED TO COMPLY W/ ADEQ@WEST WWTP	115 00	
	5210		09/06/2016	LAB ANALYSIS REQUIRED TO COMPLY W/ ADEQ@WEST WWTP	115 00	

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	5202		09/01/2016	LAB ANALYSIS REQUIRED TO COMPLY W/ ADEQ@WEST WWTP	205 00	
	5180		08/23/2016	LAB ANALYSIS REQUIRED TO COMPLY W/ ADEQ@WEST WWTP	115 00	
	5194		08/30/2016	LAB ANALYSIS REQUIRED TO COMPLY W/ ADEQ@WEST WWTP	115 00	
	5201		09/01/2016	LAB ANALYSIS REQUIRED TO COMPLY W/ ADEQ@EAST WWTP (3RD QTR)	100 00	
	5257		09/19/2016	LAB ANALYSIS REQUIRED TO COMPLY W/ ADEQ@EAST WWTP (3RD QTR)	100 00	
	5259		09/20/2016	LAB ANALYSIS REQUIRED TO COMPLY W/ ADEQ@EAST WWTP (3RD QTR)	100 00	
	5261		09/21/2016	SOIL ANALYSIS REQUIRED F/ SEWER SPILLAGE@963 HIDALGO AVE	400 00	
Check	10/06/2016	77037	Accounts Payable	G&T ALARM CO LLC		78 00
	Invoice		Date	Description	Amount	
	8636M		10/01/2016	QUARTERLY ALARM MONITORING	78 00	
Check	10/06/2016	77038	Accounts Payable	GOMEZ , MARGARITA		3,000 00
	Invoice		Date	Description	Amount	
	CR2013000554		10/03/2016	BOND REFUND	3,000 00	
Check	10/06/2016	77039	Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC		17 05
	Invoice		Date	Description	Amount	
	5695204		09/15/2016	MEDICAL SUPPLIES FOR AMBULANCES	17 05	
Check	10/06/2016	77040	Accounts Payable	GUDINO DE ALBA , ALEJANDRO		80 00
	Invoice		Date	Description	Amount	
	TR201102425		10/03/2016	OVERPAYMENT	80 00	
Check	10/06/2016	77041	Accounts Payable	GUERRA , RUTH		500 00
	Invoice		Date	Description	Amount	
	RUTH 093016		09/30/2016	INTERPRETATION SERVICES FOR THE COURT 09/26/2016 TO 9/30/2016	500 00	
Check	10/06/2016	77042	Accounts Payable	GUTIERREZ , FANNY		181 35
	Invoice		Date	Description	Amount	
	TR 201501713		10/03/2016	BOND REFUND	181 35	
Check	10/06/2016	77043	Accounts Payable	HERNANDEZ , FRANCISCO M		28 68
	Invoice		Date	Description	Amount	
	TR200901376		10/03/2016	OVERPAYMENT	28 68	
Check	10/06/2016	77044	Accounts Payable	HILL BROTHERS CHEMICAL CO		1,156 59
	Invoice		Date	Description	Amount	
	4425379		09/26/2016	BLEACH USED TO DISINFECT EFFLUENT DISCHARGE@EAST WWTP	1,156 59	
Check	10/06/2016	77045	Accounts Payable	LAW OFFICE OF JORGE A LOZANO		2,000 00
	Invoice		Date	Description	Amount	

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	081816		08/18/2016	ATTORNEY FEE	1,200.00	
	300		09/02/2016	ATTORNEY FEE	400.00	
	301		09/02/2016	ATTORNEY FEE	400.00	
Check	10/06/2016	77046	Accounts Payable	LAWSON PRODUCTS INC		435.03
	Invoice		Date	Description	Amount	
	9304377376		09/16/2016	PPE GEAR/SAFETY SUPPLIES F/ WW OPERATORS	19.76	
	9304384099		09/20/2016	MAINTENANCE SUPPLIES FOR BOTH WWTPs	415.27	
Check	10/06/2016	77047	Accounts Payable	LAZO, MARIA J		150.00
	Invoice		Date	Description	Amount	
	MARIA 100316		10/06/2016	HI BENEFIT SUPPLEMENT SEPT 2016	150.00	
Check	10/06/2016	77048	Accounts Payable	LEDESMA MANRIQUEZ , MARTIN		75.00
	Invoice		Date	Description	Amount	
	TR9600154		10/03/2016	OVERPAYMENT	75.00	
Check	10/06/2016	77049	Accounts Payable	LIZARRAGA , JESSICA		2,548.00
	Invoice		Date	Description	Amount	
	CR200900156		10/03/2016	BOND REFUND	2,548.00	
Check	10/06/2016	77050	Accounts Payable	MARQUEZ , EUGENE		20.00
	Invoice		Date	Description	Amount	
	PK201600260		10/03/2016	OVERPAYMENT	20.00	
Check	10/06/2016	77051	Accounts Payable	MARTINEZ, NERYS		100.00
	Invoice		Date	Description	Amount	
	NERYS 092616		10/06/2016	REIMBURSEMENT-PURCHASE OF STEEL TOE BOOTS	100.00	
Check	10/06/2016	77052	Accounts Payable	MENDOZA , EDNA		5,000.00
	Invoice		Date	Description	Amount	
	CR201600203		10/03/2016	BOND REFUND	5,000.00	
Check	10/06/2016	77053	Accounts Payable	MORAN , MELISSA		50.00
	Invoice		Date	Description	Amount	
	TR201501742		10/03/2016	OVERPAYMENT	50.00	
Check	10/06/2016	77054	Accounts Payable	MOTA MARTINEZ , MICHELLE A		125.00
	Invoice		Date	Description	Amount	
	CR201400306		10/03/2016	BOND REFUND	125.00	
Check	10/06/2016	77055	Accounts Payable	PURCELL TIRE CO		1,075.06

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 10/06/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	6894312		09/23/2016	PURCHASE OF TIRES FOR HIGHWAY USERS DEPT VIN# 9855		409 26
	6894357		09/26/2016	PURCHASE OF TIRES FOR HIGHWAY USERS DEPT VIN# 2935		665 80
Check	10/06/2016	77056	Accounts Payable	RIVERA , MARIA ELENA		75 00
	Invoice		Date	Description		Amount
	CR 2015000022		10/03/2016	RESTITUTION PAYMENT		75 00
Check	10/06/2016	77057	Accounts Payable	ROMERO RODRIGUEZ , PORFIRIO		20 00
	Invoice		Date	Description		Amount
	TR201403117		10/03/2016	OVERPAYMENT		20 00
Check	10/06/2016	77058	Accounts Payable	ROSALES , MATIAS		380 00
	Invoice		Date	Description		Amount
	MATIAS 101116		10/06/2016	TRAVEL- BORDER TRADE ALLIANCE CONF		380 00
Check	10/06/2016	77059	Accounts Payable	SEPPSON , BRETT MICHAEL		20 00
	Invoice		Date	Description		Amount
	TR201600578		10/03/2016	OVERPAYMENT		20 00
Check	10/06/2016	77060	Accounts Payable	SIRCHIE FINGER PRINT LABORATORIES		238 15
	Invoice		Date	Description		Amount
	0269526-IN		09/07/2016	SUPPLIES FOR EVIDENCE ROOM - SLPD		238 15
Check	10/06/2016	77061	Accounts Payable	TOBY RAMOS TIRES, LLC		4,617 31
	Invoice		Date	Description		Amount
	44319		08/24/2016	PURCHASE OF TIRES FOR SOLID WASTE DEPT VIN# 3270		1,439 94
	44316		08/24/2016	PURCHASE OF TIRE FOR PARKS DEPT VIN# 6639		297 48
	44325		09/13/2016	PURCHASE OF TIRES FOR SOLID WASTE DEPT VIN# 0487		2,879 89
Check	10/06/2016	77062	Accounts Payable	TORRES, JENNY		380 00
	Invoice		Date	Description		Amount
	JENNY 10112016		10/06/2016	TRAVEL- BORDER TRADE ALLIANCE CONF		380 00
Check	10/06/2016	77063	Accounts Payable	VELEZ , RALPH G		315 00
	Invoice		Date	Description		Amount
	RALPH 101116		10/06/2016	TRAVEL- BORDER TRADE ALLIANCE CONF		315 00
Check	10/06/2016	77064	Accounts Payable	VELEZ , RALPH G		786 10
	Invoice		Date	Description		Amount
	2017-00000276		10/03/2016	CONSULTANT SERVICES WEEK OF OCTOBER 3, 2016		786 10

Schedule C

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 10/06/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2531FX-2		08/18/2016	NEW FIRE EXRINGUISHERS FOR AMBULANCES (M1, M2, & M3)	152.04	
Check	10/06/2016	77078	Accounts Payable	ROLDAN, JESUS		400.00
	Invoice		Date	Description	Amount	
	00810		09/22/2016	PAYMENT FOR UMPIRE SERVICES FOR AGUILAS GAME	400.00	
Check	10/06/2016	77079	Accounts Payable	ROMINE , CORA MAE		3,150.00
	Invoice		Date	Description	Amount	
	011		09/30/2016	Pro-Tem Judge/Services rendered for the Court	3,150.00	
Check	10/06/2016	77080	Accounts Payable	URQUIJO LASTRA, SALVADOR		200.00
	Invoice		Date	Description	Amount	
	SURQUIJO-092916		09/29/2016	SERVICES RENDERED OF UMPIRE FOR MENS SOFTBALL LEAGUE 2016	200.00	
1BYPAYABLE 1st BY Accounts Payable Totals				Transactions: 13		$12,553.09
	Checks	13	$12,553.09			

aeash 10/6/16

C

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 10/06/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	10/06/2016	77066	Accounts Payable	ALBERT HOLLER & ASSOCIATES		800.00
	Invoice		Date	Description		Amount
	AHOLLER-092616		09/26/2016	Fee for prep of Resolution, Ordinance, and updating of Tax Code		800.00
Check	10/06/2016	77069	Accounts Payable	BARAJAS , ABIGAIL M		100.00
	Invoice		Date	Description		Amount
	ABARAJAS-092916		09/29/2016	SERVICES RENDERED OF SCOREKEEPER FOR MEN'S SOFTBALL LEAGUE 16		100.00
Check	10/06/2016	77070	Accounts Payable	CAMPESINOS SIN FRONTERAS		1,000.00
	Invoice		Date	Description		Amount
	101516		10/05/2016	CIVIC CONTRIBUTION FOR CAMPESINOS SIN FRONTERAS		1,000.00
Check	10/06/2016	77071	Accounts Payable	COMITE DE BIEN ESTAR INC.		101.05
	Invoice		Date	Description		Amount
	1076		10/03/2016	Breakfast for Vision Group Meeting on 08/17/16		101.05
Check	10/06/2016	77072	Accounts Payable	ESPARZA , JUAN		480.00
	Invoice		Date	Description		Amount
	JESPARZA-092916		09/29/2016	PAYMENT FOR HATS AND SHIRTS ORDERED FOR AGUILAS GAME		480.00
Check	10/06/2016	77073	Accounts Payable	FLORES , MOISES A		500.00
	Invoice		Date	Description		Amount
	01008-2		09/22/2016	PAYMENT FOR CATERING SERVICES FOR THE AGUILAS BASEBALL GAME		500.00
Check	10/06/2016	77074	Accounts Payable	GARCIA , JESUS		200.00
	Invoice		Date	Description		Amount
	JGARCIA-092916		09/29/2016	SERVICES RENDERED OF UMPIRE FOR MENS SOFTBALL LEAGUE 2016		200.00
Check	10/06/2016	77075	Accounts Payable	INTERNATIONAL BUSINESS INNOVATION ASSOCIATION		3,600.00
	Invoice		Date	Description		Amount
	100120		09/20/2016	REGISTRATION FEE		1,800.00
	100110		09/20/2016	REGISTRATION FEE		1,800.00
Check	10/06/2016	77076	Accounts Payable	JOHNSON , JOE		1,870.00
	Invoice		Date	Description		Amount
	193783		10/01/2016	BEE/WASP REMOVAL SERVICES		1,870.00
Check	10/06/2016	77077	Accounts Payable	PRECISION FIRE PROTECTION SRVS, INC		152.04
	Invoice		Date	Description		Amount

Schedule D

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 10/06/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	10/06/2016	77081	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT		164.31
	Invoice		Date	Description		Amount
	2017-00000278		10/06/2016	532 - GARNISHMENT - CHILD SUPPORT		164.31
Check	10/06/2016	77082	Accounts Payable	FOP/ALC		341.00
	Invoice		Date	Description		Amount
	2017-00000279		10/06/2016	714 - FOP/ALC		341.00
Check	10/06/2016	77083	Accounts Payable	INTERNAL REVENUE SERVICE		50.00
	Invoice		Date	Description		Amount
	2017-00000280		10/06/2016	533 - GARNISHMENT		50.00
Check	10/06/2016	77084	Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC		360.00
	Invoice		Date	Description		Amount
	2017-00000281		10/06/2016	539 - ASK COPS - SLPD		360.00
Check	10/06/2016	77085	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		3,616.73
	Invoice		Date	Description		Amount
	ppe 093016 cs		10/06/2016	CS PPE 093016		3,616.73
Check	10/06/2016	77086	Accounts Payable	UNITED WAY OF YUMA COUNTY INC		26.00
	Invoice		Date	Description		Amount
	2017-00000282		10/06/2016	705 - UNITED WAY		26.00
Check	10/06/2016	77087	Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF		620.50
	Invoice		Date	Description		Amount
	2017-00000283		10/06/2016	543 - IAFF- FIRE DEPT		620.50
Check	10/06/2016	77088	Accounts Payable	ZIONS FIRST NATIONAL BANK		85.00
	Invoice		Date	Description		Amount
	2017-00000284		10/06/2016	533 - GARNISHMENT		85.00
1BYPAYABLE 1st BY Accounts Payable Totals				Transactions 8		$5,263.54

Checks	8	$5,263.54

Angelica 10/6/16

Schedule E

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 10/06/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	10/06/2016	77090	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		40,476.12
	Invoice		Date	Description		Amount
	PSPRS 093016		10/06/2016	09302016 PSPRS		40,476.12
Check	10/06/2016	77091	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		264.96
	Invoice		Date	Description		Amount
	PSPRS PPE ACR093		10/06/2016	093016 PSPRS PPE 093016		264.96
1BYPAYABLE 1st BY Accounts Payable Totals				Transactions 2		$40,741.08

Checks 2 $40,741.08

Alesha 10/6/16

Schedule F

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 10/06/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	10/06/2016	77092	Accounts Payable	RAMOS , MARIA CECILIA		30 00

Invoice	Date	Description	Amount
2016-02	10/04/2016	REIMBURSEMENT FOR LATE CAMPAIGN FINANCE REPORT FILING PENALTY	30 00

1BYPAYABLE 1st BY Accounts Payable Totals:			Transactions: 1	$30 00
Checks:	1	$30 00		

See illustrations 1, 2 & 3

Received 10/6/16

C

Illustration #1

Sonia Cornelio

From: Sonia Cornelio
Sent: Thursday, October 06, 2016 4:17 PM
To: Roula Encinas
Subject: Late Filing Fee Refund- Campaign Finance Report "Maria Cecilia Ramos for Council"
Attachments: DOC100616-001.pdf

Hi Roula,

The City of San Luis is to refund Council Member Maria Cecilia Ramos $30.00 for an over charge on her late filing fee for the Campaign Finance Report due September 29, 2016. The late filing fee is $10.00 for each business day after failure to file the Campaign Finance Report. My office charged calendar days instead of business days from September 30, 2016 through October 4, 2016 totaling $50.00; the right amount should have been $20.00 for the two business days the report was late, which was submitted on October 4, 2016.

I have attached a copy of the invoice, receipt and Arizona Revised Statute 16-918 for your review and I kindly ask that a refund check be issued to Ms. Ramos in the amount of $30.00. Once the check has been issued, can you please forward it to my office? Should you have any questions, please do not hesitate to contact me.

Thank you
Sonia

Sonia Cornelio
City Clerk
City of San Luis
1090 E. Union Street
San Luis, AZ 85349
(928) 341-8520 office
(928) 341-8539 fax
www.cityofsanluis.org

****NOTICE****
To ensure compliance with the Open Meeting Law, recipients of this message should not forward it to other members of the public body. Members of the public body may reply to this message, but they should not send a copy of the reply to other members.

Illustration #2

City of San Luis

P.O. Box 1170
1090 E. Union Street
San Luis, AZ 85349-1170
Ph (928) 341-8520 • Fax (928) 341-8539
www.cityofsanluis.org

City of San Luis
1190 E. Union Street
P.O. Box 1170
San Luis, AZ 85349

Invoice

Date	Invoice #
10/4/2016	2016-02

Bill To:
Maria Cecilia Ramos for Council 1255 Ruiz Avenue/PO Box 10382 San Luis, AZ 85349

Description	Qty	Rate	Amount
Late Campaign Finance Report filing penalty fee	5	$10.00	$50.00
For Period of August 19, 2016-September 19, 2016			
DUE between September 20-29, 2016			
Amount to be paid as indicated if paid before the end of the business day of October 4, 2016			

CITY OF SAN LUIS
P. O. BOX 3750
SAN LUIS, AZ 85349
PHONE: (928) 341-8570
RECEIPT #: 2017-00019646
DATE: 10/04/2016
RECEIVED FROM: MARIA CECILIA RAMOS

107 50.00
LATE CAMPAIGN FINANCE REPORT

Receipt Total 50.00

CHECK #: 0096 50.00

Total Remitted 50.00

Total Received 50.00

Thank you. Have a nice day.

Total	$50.00
Balance Due	**$50.00**

GERARDO SANCHEZ, Mayor
MATIAS ROSALES, Vice Mayor
MARIO BUCHANAN JR., Council Member
AFRICA LUNA-CARRASCO, Council Member
MARIA CECILIA RAMOS, Council Member
GLORIA TORRES, Council Member
RUBEN WALSHE, Council Member
TADEO A. DE LA HOYA, Interim City Manager

Illustration #3

Session:

Arizona Legislature

ARS TITLE PAGE (HTTP://WWW.AZLEG.GOV/ARSTITLE)

VIEW DOCUMENT

PREVIOUS SECTION (VIEWDOCUMENT/?DOCNAME=HTTP://WWW.AZLEG.GOV/ARS/16/00918.01.HTM)

NEXT SECTION (VIEWDOCUMENT/?DOCNAME=HTTP://WWW.AZLEG.GOV/ARS/16/00919.HTM)

16-918. Campaign finance reports; notice; civil penalty; prohibition on candidacy

(L15, Ch. 292, sec. 5. Eff. until 11/5/16)

A. If a political committee fails to file a report in a timely manner as required by this chapter, the filing officer shall send written notice of the delinquency of the report to the political committee and the candidate, in the case of the candidate's campaign committee, or to the designating individual, in the case of an individual's exploratory committee. The notice shall be sent by certified mail within fifteen days after the filing officer determines there may be a failure to file a campaign finance report. The notice shall provide with reasonable particularity the nature of the failure and a statement of the penalties provided in this section.

B. A political committee, or in the case of a candidate's campaign committee, the candidate, or in the case of an exploratory committee, the designating individual, is liable for a late penalty of ten dollars for each business day after failure to make or file a campaign finance report that is required pursuant to this chapter up to a maximum of four hundred fifty dollars. For filings for an officeholder expense account pursuant to section 41-133, the late penalty is five dollars for each day after failure to make or file the campaign finance report, and the late penalty shall not accrue on days during which the office of the secretary of state is not open for business. A late penalty accrues only until the day the late report is filed and the filing officer shall not refuse a campaign finance report except if penalties imposed pursuant to section 16-924 are unpaid at the time of filing the report. Beginning on the thirty-first day after the due date, the filing officer may notify the appropriate enforcement officer under section 16-924 that a violation has occurred and that late fees and civil penalties are owed as prescribed in subsection C of this section and may be collected in an enforcement action pursuant to section 16-924.

C. A political committee, or in the case of a candidate's campaign committee, the candidate, or in the case of an exploratory committee, the designating individual, that has failed to file within fifteen days after receiving a notice of delinquency pursuant to subsection A of this section is liable for a civil penalty of twenty-five dollars for each subsequent day that the filing is late. This penalty shall be assessed pursuant to section 16-924.

Schedule G

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 10/11/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	10/11/2016	77093	Accounts Payable	BARRAGAN , JOSE		209.00
	Invoice		Date	Description		Amount
	JOSE 101116		10/11/2016	TRAVEL- AFCA REGIONAL BATTALION CHIEF ACADEMY		209.00
Check	10/11/2016	77094	Accounts Payable	MORRIS, JOHNNIE		209.00
	Invoice		Date	Description		Amount
	JOHNNIE 101116		10/11/2016	TRAVEL- AFCA REGIONAL BATTALION CHIEF ACADEMY		209.00
Check	10/11/2016	77095	Accounts Payable	RAMIREZ, ANGEL		209.00
	Invoice		Date	Description		Amount
	ANGEL 101116		10/11/2016	TRAVEL- AFCA REGIONAL BATTALION CHIEF ACADEMY		209.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 3		$627.00
	Checks:	3	$627.00			

Accurate 10/11/16

C

Schedule H

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 10/12/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	10/12/2016	77096	Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL - WC		58,639.00

Invoice	Date	Description	Amount
07-09 2016 QTR	10/12/2016	QTR REPORT JUL-SEP 2016	58,639.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/12/2016	77097	Accounts Payable	ROSADO , DAISY		15.96

Invoice	Date	Description	Amount
reimb.	10/12/2016	101216 reimb	15.96

1BYPAYABLE 1st BY Accounts Payable Totals:		Transactions: 2	$58,654.96
Checks:	2	$58,654.96	

aeesla 10/12/16

C

Schedule I

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 10/13/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/13/2016	77129	Accounts Payable	T WARNOCK TRUCKING, INC		4,207.50
	Invoice		Date	Description		Amount
	880269		09/07/2016	DEMO HAUL TRUCK RENTAL TO REMOVE CONCRETE/ASPHALT DEBRIS@PW YARD		4,207.50
Check	10/13/2016	77130	Accounts Payable	TORRES, GILBERTO		158.00
	Invoice		Date	Description		Amount
	GILBERTO 101616		10/13/2016	TRAVEL-APWA-PUBLIC WORKS INSTITUTE		158.00
Check	10/13/2016	77131	Accounts Payable	TRUCKMATES LLC		312.97
	Invoice		Date	Description		Amount
	39487		08/24/2016	NEW WINDOW TINTING FOR AMBULANCES		312.97
Check	10/13/2016	77132	Accounts Payable	YOUNG PEST CONTROL LLC		510.00
	Invoice		Date	Description		Amount
	000439		09/27/2016	PEST CONTROL SERVICES FOR SEPTEMBER 2016 FOR VARIOUS DEPARTMENTS		510.00
Check	10/13/2016	77133	Accounts Payable	YUMA NURSERY SUPPLY		978.35
	Invoice		Date	Description		Amount
	290046		09/27/2016	PURCHASE OF SAND NEEDED FOR JOE ORDUNO PARK BASEBALL FIELD		622.50
	290141		09/28/2016	PURCHASE OF NURSERY ITEMS NEEDED FOR FERNANDO PADILLA LANDSCAPE		355.85
Check	10/13/2016	77134	Accounts Payable	YUMA WINELECTRIC CO		116.87
	Invoice		Date	Description		Amount
	489044		09/29/2016	PURCHASE OF LIGHT BULBS FOR VARIOUS DEPARTMENTS		116.87
Check	10/13/2016	77135	Accounts Payable	YUMA WINNELSON CO		902.98
	Invoice		Date	Description		Amount
	275852		09/16/2016	REPAIR KIT (CHECK VALVES & GATE VALVE) FOR BACKFLOW ASSEMBLY		902.98
1BYPAYABLE 1st BY Accounts Payable Totals				Transactions 38		$61,558.25

Checks	38	$61,558.25

Aleesha 10/13/16

C

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 10/13/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	10/13/2016	77098	Accounts Payable	ALSCO, INC		81.56
	Invoice		Date	Description		Amount
	LYUM1102925		09/27/2016	UNIFORM SERVICE FOR PARKS DEPT FOR THE MONTH OF SEPTEMBER 2016		81.56
Check	10/13/2016	77099	Accounts Payable	APPLIED PRODUCTS GROUP LLC		9,948.67
	Invoice		Date	Description		Amount
	DVJFI4038-03		09/20/2016	CHLORINE F/ WATER TREATMENT SKIDS/MTUs@ALL WELL SITES		9,948.67
Check	10/13/2016	77100	Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY		1,141.61
	Invoice		Date	Description		Amount
	41134		09/29/2016	PURCHASE OF AUTOMOTIVE PARTS FOR IGHWAY USERS DEPT VIN# 1754		1,056.02
	41270		10/06/2016	PURCHASE OF SUPPLIES FOR CITY SHOP		34.34
	41271		10/06/2016	PURCHASE OF SUPPLIES FOR CITY SHOP		51.25
Check	10/13/2016	77101	Accounts Payable	AUTOZONE STORES, INC		253.10
	Invoice		Date	Description		Amount
	2756467719		09/27/2016	PURCHASE OF PART FOR HIGHWAY USERS DEPT EQUIPMENT #8098		158.31
	2756448898		09/09/2016	PURCHASE AUTO PARTS FOR PD #7758		15.25
	2756467579		09/27/2016	PURCHASE AUTO PARTS FOR PD #2917		12.13
	2756469764		09/29/2016	PURCHASE AUTO PARTS FOR COURT DEPT #5346		19.51
	2756469907		09/29/2016	PURCHASE AUTO PARTS FOR PARKS DEPT #0848		22.32
	2756470936		09/30/2016	PURCHASE AUTO PARTS FOR HWY USER DEPT #4946		10.33
	2756470528		09/30/2016	PURCHASE AUTO PARTS FOR PARKS DEPT # 0848		15.25
Check	10/13/2016	77102	Accounts Payable	BARRAGAN, JOSE L		209.00
	Invoice		Date	Description		Amount
	JOSE 101816		10/13/2016	TRAVEL- AFCA REGIONAL BATTALION CHIEF ACADEMY		209.00
Check	10/13/2016	77103	Accounts Payable	BILL ALEXANDER FORD		433.92
	Invoice		Date	Description		Amount
	327337		09/23/2016	PURCHASE AUTO PARTS FOR PD #2918		266.30
	327127		09/23/2016	PURCHASE AUTO PARTS FOR PD # 7759		89.31
	327575		09/29/2016	PURCHASE AUTO PARTS FOR FIRE DEPT #7630		78.31
Check	10/13/2016	77104	Accounts Payable	CDWG		253.42
	Invoice		Date	Description		Amount
	FMR5008		09/29/2016	TONER FOR CHIEF'S PRINTER		253.42
Check	10/13/2016	77105	Accounts Payable	CLEAR CHANNEL AIRPORTS		159.80
	Invoice		Date	Description		Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	790521023		11/01/2016	AIRPORT DISPLAY	159.80	
Check	10/13/2016	77106	Accounts Payable	CSC OF YUMA		332.09
	Invoice		Date	Description	Amount	
	000537169		09/22/2016	PURCHASE OF PARTS FOR HIGH WAY USERS EQUIPMENT # 0280	332.09	
Check	10/13/2016	77107	Accounts Payable	DESERT WATER		58.12
	Invoice		Date	Description	Amount	
	64453		09/27/2016	PURCHASE OF WATER FOR PARKS DEPT	16.60	
	64450		09/27/2016	BULK DRINKING WATER FOR VARIOUS DEPTS - FISCAL YEAR 2016-2017	41.52	
Check	10/13/2016	77108	Accounts Payable	DIAMONDBACK POLICE SUPPLY, INC		3,712.59
	Invoice		Date	Description	Amount	
	15448		09/29/2016	QUOTE DATED AUGUST 8, 2016 BALLISTIC VESTS	2,970.07	
	897		09/22/2016	QUOTE DATED AUGUST 8, 2016 BALLISTIC VESTS	742.52	
Check	10/13/2016	77109	Accounts Payable	ENTERTAINING THE KING TOURING, INC		2,000.00
	Invoice		Date	Description	Amount	
	3010		09/20/2016	PAYMENT FOR ENTERTAINMENT GROUP FOR HALLOWEEN FESTIVAL 2016	2,000.00	
Check	10/13/2016	77110	Accounts Payable	FLEET FUELING		48.06
	Invoice		Date	Description	Amount	
	47121236		09/30/2016	FUEL FOR HWY USERS FOR THE MONTH OF SEPTEMBER 2016	48.06	
Check	10/13/2016	77111	Accounts Payable	FRESH TERRA SERVICES LLC		1,460.00
	Invoice		Date	Description	Amount	
	5271		09/26/2016	LAB ANALYSIS REQUIRED TO COMPLY W/ ADEQ@WEST WWTP (3RD QTR)	115.00	
	5277		09/29/2016	LAB ANALYSIS REQUIRED TO COMPLY W/ ADEQ@WEST WWTP (3RD QTR)	115.00	
	5276		09/28/2016	LAB ANALYSIS REQUIRED TO COMPLY W/ ADEQ@WEST WWTP (3RD QTR)	170.00	
	5286		10/04/2016	LAB ANALYSIS REQUIRED TO COMPLY W/ ADEQ@WEST WWTP (3RD QTR)	295.00	
	5281		10/03/2016	LAB ANALYSIS REQUIRED TO COMPLY W/ ADEQ@EAST WWTP (3RD QTR)	765.00	
Check	10/13/2016	77112	Accounts Payable	GONZALEZ , SANTIAGO A		231.30
	Invoice		Date	Description	Amount	
	4141		10/07/2016	REUPHOLSTER BOTTOM PART OF SEAT FOR HIGHWAY USERS DEPT VIN# 1844	231.30	
Check	10/13/2016	77113	Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC		1,620.95
	Invoice		Date	Description	Amount	
	5697418		09/28/2016	MEDICAL SUPPLIES FOR AMBULANCES (QUOTE# 051178)	21.20	
	5697676		09/29/2016	MEDICAL SUPPLIES FOR AMBULANCES (QUOTE# 051931)	1,599.75	
Check	10/13/2016	77114	Accounts Payable	KALLEN , CID RIGEL		800.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount	
	0235		09/28/2016	ATTORNEY FEE	400.00	
	0252		09/29/2016	ATTORNEY FEE	400.00	
Check	10/13/2016	77115	Accounts Payable	KENDALL AND SON LTD		2,193.62
	Invoice		Date	Description	Amount	
	10118		09/21/2016	MAINTENANCE/CLEANING SUPPLIES & GREASE FOR SW TRUCKS	1,580.36	
	10162		09/28/2016	HERBICIDE FOR WEED CONTROL@VARIOUS SITES (SIDEWALKS) CITYWIDE	613.26	
Check	10/13/2016	77116	Accounts Payable	LABOR LAW CENTER, INC		1,318.80
	Invoice		Date	Description	Amount	
	808393		09/02/2016	LABOR LAW POSTERS WITH PROTECTION PLAN OF 365 DAYS	1,318.80	
Check	10/13/2016	77117	Accounts Payable	LOPEZ, ALBERTO M		150.00
	Invoice		Date	Description	Amount	
	ALBERTO 101616		10/13/2016	TRAVEL- AWA PUBLIC WORKS INSTITUTE	150.00	
Check	10/13/2016	77118	Accounts Payable	LUNA, JESUS ENRIQUE		85.00
	Invoice		Date	Description	Amount	
	JESUS 101216		10/13/2016	REIMBURSEMENT- ADOT PHYSICAL EXAM	85.00	
Check	10/13/2016	77119	Accounts Payable	M & Y ELECTRICAL LLC		849.00
	Invoice		Date	Description	Amount	
	601		09/28/2016	NEW OUTLETS FOR EVIDENCE PROCESSING AREA AND GYM	456.00	
	602		09/28/2016	INSTALLATION OF BALLAST AT CULTURAL CENTER	393.00	
Check	10/13/2016	77120	Accounts Payable	MCNEECE BROS OIL COMPANY, INC		22,828.21
	Invoice		Date	Description	Amount	
	841318		09/30/2016	FUEL FOR VARIOUS DEPARTMENTS FOR THE MONTH OF SEPTEMBER 2016	22,828.21	
Check	10/13/2016	77121	Accounts Payable	MORRIS, JOHNNIE		209.00
	Invoice		Date	Description	Amount	
	JOHNNIE 101816		10/13/2016	TRAVEL- AFCA REGIONAL BATTALION CHIEF ACADEMY	209.00	
Check	10/13/2016	77122	Accounts Payable	O'REILLY AUTO PARTS		176.69
	Invoice		Date	Description	Amount	
	2771-392438		09/28/2016	PURCHASE OF BATTERY FOR HIGHWAY USERS DEPT EQUIPMENT# 2294	30.82	
	2771-392173		09/26/2016	PURCHASE OF PARTS FOR HIGHWAY USERS DEPT EQUIPMENT #8098	13.32	
	2771-392168		09/26/2016	PURCHASE OF PARTS FOR HIGHWAY USERS DEPT EQUIPMENT #8098	47.10	
	2771-390705		09/15/2016	PURCHASE AUTO PARTS FOR SOLID WASTE DEPT #9938	14.37	
	2771-393357		10/06/2016	PURCHASE AUTO PARTS PD #1398	32.10	

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2771-393308		10/06/2016	PURCHASE AUTO PARTS FOR CITY CLERKS DEPT # 3359	38.98	
Check	10/13/2016	77123	Accounts Payable	OFFICE DEPOT		1,534.53
	Invoice		Date	Description	Amount	
	866775701001		09/28/2016	OFFICE SUPPLIES FOR PD	40.14	
	861970370001		09/08/2016	OFFICE SUPPLIES FOR CITY ATTY	171.27	
	867730068001		09/26/2016	OFFICE SUPPLIES FOR FINANCE DEPT	194.77	
	863899032001		09/16/2016	OFFICE SUPPLIES FOR FINANCE DEPT	173.77	
	861918292002		09/16/2016	OFFICE SUPPLIES FOR FINANCE DEPT	46.83	
	863334110001		10/13/2016	OFFICE SUPPLIES FOR BUILDING SAFETY	193.80	
	864711200001		09/26/2016	OFFICE SUPPLIES FOR HR DEPT	26.35	
	864711020001		09/26/2016	OFFICE SUPPLIES FOR HR DEPT	130.32	
	866746517001		09/28/2016	OFFICE SUPPLIES FOR UTILITIES	256.33	
	861918292001		09/08/2016	OFFICE SUPPLIES FOR FINANCE DEPT	300.95	
Check	10/13/2016	77124	Accounts Payable	PHOENIX UNIFORMS		366.85
	Invoice		Date	Description	Amount	
	326429		09/21/2016	QUOTE Q1280 SLPD BADGES 2 DETECTIVE 1 OFFICER	366.85	
Check	10/13/2016	77125	Accounts Payable	PURCELL TIRE CO		1,350.46
	Invoice		Date	Description	Amount	
	6894486		10/06/2016	PURCHASE OF TIRES FOR PARKS DEPT VIN# 0519	409.26	
	6894484		10/06/2016	PURCHASE OF TIRES FOR PARKS DEPT VIN# 0826	558.52	
	6894485		10/06/2016	PURCHASE OF TIRES FOR PARKS DEPT VIN# 4058	382.68	
Check	10/13/2016	77126	Accounts Payable	QUINONES TIRE LLC		130.00
	Invoice		Date	Description	Amount	
	9124		09/01/2016	REPAIRS FOR PW DEPT VEHICLES/EQUIPMENT	10.00	
	9132		09/06/2016	REPAIRS FOR PW DEPT VEHICLES/EQUIPMENT	50.00	
	9134		09/07/2016	REPAIRS FOR PW DEPT VEHICLES/EQUIPMENT	25.00	
	9138		09/08/2016	REPAIRS FOR PW DEPT VEHICLES/EQUIPMENT	25.00	
	9156		09/19/2016	REPAIRS FOR PW DEPT VEHICLES/EQUIPMENT	10.00	
	9158		09/20/2016	REPAIRS FOR PW DEPT VEHICLES/EQUIPMENT	10.00	
Check	10/13/2016	77127	Accounts Payable	RAMIREZ, ANGEL		209.00
	Invoice		Date	Description	Amount	
	ANGEL 101816		10/13/2016	TRAVEL- AFCA REGIONAL BATTALION CHIEF ACADEMY	209.00	
Check	10/13/2016	77128	Accounts Payable	SIGN MASTERS		218.23
	Invoice		Date	Description	Amount	
	40556		09/26/2016	PURCHASE OF DECALS FOR WASTE WATER DEPT VIN# 3155	218.23	

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.C.**

Meeting Date: 10/26/2016

Department Head: Jenny Torres, Community Development Director, Community Development Department

Submitted By: Dania Castillo, Economic Development Assistant, Administration, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to award the Engineering Contract to James Davey and Associates for the Price Center Improvements. **(Jenny Torres, Community Development Director)**

SUMMARY:

The City desires to make improvements on the Price Center. Engineer will provide schematic design and cost estimate for tenant improvements, architectural and engineering services for the removal, replacement of roof, parking lot design and contract documents. The engineering contract amount is **$25,704.00**. James Davey and Associates is one of the Engineering firms on the City's list of qualified Engineers. Under San Luis Purchasing Code Section 36.08, Professional Services, this contract requires City Council approval because it exceeds $15,000.00.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH JAMES DAVEY AND ASSOCIATES FOR ENGINEERING SERVICES FOR IMPROVEMENTS TO THE PRICE CENTER AS PRESENTED.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$25,704.00
BUDGETED:	$400,000.00
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	802-820-90005/Capital Outlay-Improv Build/$400,000.00

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

Engineering Contract will be paid from account #802-820-90005 intended for roof replacement and improvements.

Attachments

Engineering Contract

Proposal

Parking Lot Layout

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made on the 26th day of October 2016, between the City of San Luis, Arizona, a municipal corporation of the State of Arizona, ("City"), and James Davey and Associates of Yuma, Arizona, having a principal being a registered engineer of the State of Arizona ("Engineer"):

Witness:

By this agreement the City hereby engages the services of Engineer for the following described project ("Project"): Price Center Tenant Improvements

This project is being undertaken by the City of San Luis, Arizona and is to implement such improvements to include schematic design, roof replacement architectural services and parking lot expansion civil work for building improvements.

The accomplishment of the work and services described in this Agreement is necessary and essential to the city improvement program; and

The City desires to engage the Engineer to render professional engineering services for the project described in this Agreement, and the Engineer is willing to perform those services.

Therefore, in consideration of the premises and agreements contained here, the parties agree as follows:

Article I. Description of Project

A. Engineering design of Price Center Tenant Improvements. All for an estimated cost of $25,704.00 ("Project"). Engineer will supply City with schematic design and cost estimate, parking lot expansion design and contract documents, and price center roof replacement architectural and structural services.

B. The term "estimated construction cost" is defined as the total estimated cost for the construction of the Project assigned to the Engineer under this Agreement for design, excluding fees or other costs for engineering, lands, and rights-of-way, and for legal and administrative procedures.

Article II. Engineer's Scope of Services

The Engineer shall perform professional engineering services relevant to the Project in accordance with the terms and conditions set forth here, and as provided in Exhibit I, which is attached to this agreement and by this reference made a part of it.

Article III. Changes in Scope

If changes occur either in the Engineer's Scope of Services or the Description of the Project, a supplemental agreement may be negotiated at the request of either party. For the purposes of such a change, the Engineer will supply to City an estimate of the cost for such change in services or project, and the amount paid for such change in services or project by City shall not exceed said estimate.

Article IV. Engineer's Fee

A. Basic Fee.

1. As compensation for Basic Services as described in Paragraph A of Exhibit I of this Agreement, and for services required in the fulfillment of Article II, the Engineer shall be paid a “Basic Fee,” which shall constitute full and complete payment for those services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be the lump sum amount $25,704.00.

2. The parties agree that the Basic Fee is based upon the Scope of Services to be provided by the Engineer and is not necessarily related to the estimated construction cost of the Project. In the event that the estimated construction cost differs from the estimated construction cost, the Engineer's compensation will not be adjusted unless the Scope of Services to be provided by the Engineer changes, and the adjustment is agreed to by the parties in writing pursuant to the provisions of Article III above.

B. Payment Schedule for Basic Fee.

The Basic Fee shall be paid in the following installments as the Engineer's work progresses:

1. Thirty percent (30%) of the Basic Fee upon completion and acceptance by the City of the necessary work in the Preliminary Design Phase. If the City terminates this Agreement after the completion and acceptance, no further fees shall be due the Engineer under Paragraph A of Article IV of this Agreement.

2. An additional sixty percent (60%) of the Basic fee upon completion and acceptance by the City of the necessary work in the Final Design Phase. If the City terminates this Agreement after that completion and acceptance, no further fees shall be due the Engineer under Paragraph A of Article IV of this Agreement.

3. The final ten percent (10%) of the Basic Fee prorated in accordance with the design progress, except that five percent (5%) of the Basic Fee shall be payable only upon acceptance of the Project, and receipt of approved, reproducible mylar "Record Drawings" of the Project plans prepared in a format prescribed by the Community Development Director.

C. Payment for Special Services.

As compensation for the services rendered by the Engineer as set forth in Paragraph B of Exhibit I of this Agreement entitled "Special Services," the City shall pay the Engineer such sums as may be agreed to by written amendment to this agreement. For such Special Services, Engineer agrees to furnish to City an estimate of cost for such special service. If the City agrees to have Engineer perform that service, Engineer agrees that the amount charged shall not exceed such estimate. Any agreement for such special service shall be as a supplemental agreement pursuant to Article III above.

D. Certified Cost Records.

The Engineer shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For those purposes, the books of account of the Engineer shall be subject to audit by the City. The Engineer shall complete work and cost records for all billings on those forms and in that manner as will be satisfactory to the City.

E. Gross Receipts Tax.

To the fees and other payments payable under this agreement, the Engineer may add any applicable gross receipts tax.

Article V. Ownership of Plans and Documents: Records

A. The field notes, design notes, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Engineer, however, copies of such records shall be furnished to City upon its request. All drawings of the construction plans, including any "as built" drawings, shall be the property of City. The City agrees that Engineer shall retain any common law copyright and that the City will not allow copies to be reproduced in a manner inconsistent with said common law copyright. The City shall be furnished, at no additional cost, a disk of all design drawings, including any "as built" construction drawings, with one set of reproducible mylars of the original drawings of the work.

B. The City shall make copies, for the use of the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer

under this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.

C. The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests that were developed in the course of work for the City and for which compensation has been received by the Engineer.

Article VI. Contract Times

The Engineer’s work will be completed and ready for final payment within 60 calendar days of the date in the Notice to Proceed. No work shall commence before the Notice to Proceed is issued.

Article VII. Termination

A. This Agreement may be terminated by either party upon fifteen (15) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

B. This Agreement may be terminated by the City for its convenience upon twenty (20) days' prior written notice to the Engineer.

C. In the event of termination, as provided in this Article, the Engineer shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Article IV of this Agreement. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and that other information and materials as may have been accumulated by the Engineer in performing the services included in this Agreement, whether completed or in progress.

Article VIII. Assignment

This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

Article IX. Conflict of Interest

This agreement is subject to the Conflict of Interest Laws of the State of Arizona. It is subject to the cancellation provisions of A.R.S. §38-511.

Article X. Indemnity

To the fullest extent permitted by law, the Engineer agrees to defend and indemnify the City and its officers, agents, and employees against any and all actions of any character brought because of any injury or damage sustained by any person, persons, or property

resulting from any asserted negligent act, error, or omission of the Engineer or its agents or employees, in whole or in part. The indemnity required here shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

Article XI. Insurance

The Engineer agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided below with insurance companies authorized to do business in the State of Arizona, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Engineer shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or cancelled until forty-five days' prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

Workmen's Compensation Insurance.

Workmen's Compensation Insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of Arizona.

Liability Insurance.

Professional liability insurance in an amount not less than $1,000,000.per claim and aggregate and automobile liability insurance in an amount not less than $1,000,000.00, for injuries to any one person and $1,000,000.00 on account of any one accident and in an amount of not less than $500,000.00 for property damage to protect the Engineer and its agents from claims that may arise from services rendered under this Agreement, whether those services are rendered by the Engineer or by any of its agents or by anyone employed by either.

Article XII. Discrimination Prohibited

In performing the services required under this agreement, the Engineer shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

Article XIII. Administration of Agreement

The City Manager, or authorized representative, shall administer this Agreement for the City.

In Witness, the parties have executed this Agreement as of the day and year written first above.

The City of San Luis	James Davey and Associates
By:_____	By:_____

APPROVED AS TO FORM:

By:_____
City Attorney

Exhibit I. Duty of Engineer

The Engineer shall render professional engineering services as described below:

A. Basic Services.

1. Preliminary Design Phase.

a. Confer with the City to review its objectives and requirements, inspect the site of the work, review the available material assembled by the City, and discuss design criteria and scheduling.

b. Plan and make the necessary reconnaissance surveys and other field investigations, if any are required.

c. Prepare, preliminary plans, preliminary estimate of cost, and outline specifications.

(2) Preliminary engineering studies, preliminary plans, preliminary estimates of cost, and outline specifications, shall be submitted for review and comment by the City.

(3) The Engineer shall not proceed with further performance of Basic Services until receiving a written order to do so from the City.

2. Final Design Phase.

a. Confer with the City and other interested parties as required to review comments from the preliminary Design Phase submittal.

b. Prepare complete detailed working drawings and accompanying documents. All plans, specifications, documents, and layouts prepared by the Engineer shall conform to and comply with standard practice and design requirements of the City and applicable codes and ordinances. Drawings shall show existing utilities and their locations. Contract Documents shall indicate the sequence in which utilities are to be relocated, where applicable.

c. Prepare and submit a detailed Engineer's estimate of cost for the Project.

d. Detailed working drawings, specifications, and other Contract Documents to the City for review and comments.

e. Confer with the City and other interested parties or agencies as required to review comments from the preceding submission. Corrections and minor changes in the completed Contract Documents, which are required by the City, shall be made by the Engineer at no additional cost to the City.

f. After incorporation of comments, provide the City with the requested number of check sets of Contract Documents for the Project.

g. Upon final City approval of the contract documents and prior to the first Advertisement For Bids, provide the City with two sets of approved Contract Documents for the Project

3. The Construction Phase.

a. Assist the City in obtaining construction bids. Tabulate bids and furnish a recommendation regarding the award of the construction contract.

b. Upon award of the construction contract, provide the City with the requested number of sets of formal Contract Documents for the Project, including plans and specifications.

c. Assist the City in the execution of formal Contract Documents for the construction contract.

d. Furnish consultation and advice during construction of the work.

e. Make periodic inspections and observation of the work in progress and provide inspection reports.

f. Make periodic estimates and certificates of payment at intervals required by the specifications of the Project.

g. Prepare reproducible “as built” drawings to reflect construction as actually accomplished**.**

h.. Make final inspection and recommendation regarding acceptance of the work performed in the construction contract. In performing construction inspection and observation, it is expressly understood and agreed that the Engineer will exert all reasonable effort to insure compliance with requirements of the construction contract, but the Engineer does not guarantee the performance of the Contractor.

B. Special Services.

Only when directed in writing by the City, the Engineer shall furnish or acquire for the City requested professional and technical services not covered by the Basic Services.

C. Performance.

1. The Engineer agrees that, immediately upon the execution of this Agreement, it will enter upon the duties prescribed in this agreement, proceed with the work continuously, and make the various submittals on or before the schedule specified here. The City is

not liable and will not pay the Engineer for any services rendered before written authorization is received by the Engineer.

2. The Engineer shall submit:

a. Preliminary engineering studies and field investigations as may be required;

b. Preliminary plans, outline specifications, and preliminary estimate of costs.

c. Final Design Phase plans, specifications, estimate of cost, and bid proposal documents for review.

d. Final construction contract documents ready for bid.

e. “As built” drawings after satisfactory completion of the Project.

3. If any delay is caused to the Engineer by order of the City to change the design or plans; or by failure of the City to designate right-of-way, or to supply or cause to be supplied any data not otherwise available to the Engineer that is required in performing the work described; or by other delays due to causes entirely beyond the control of the Engineer; then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the City and the Engineer at the moment a cause for delay occurs.

4. Since the work of the Engineer must be coordinated with the activities of the City, the Engineer shall advise the City in advance, of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

Proposal for Engineering Services
City of San Luis
Price Center - Tenant Improvements - Schematic Design, Roof Replacement and Parking Lot Expansion

Prepared by: James Davey and Associates, Inc.

September 21, 2016

Item	Description			Principal Engineer	Project Engineer	Engineering Technician	Survey Crew	Direct Costs	Comments
1	Project Management and Meetings			4					
Schematic Designs and Cost Estimates (for ADES/NAU Tenant Improvements)									
1				12.7					Services performed during July, 2016 (See attached JDA Timesheet Records and Sternco Invoice)
2	Sternco Engineers							$5,470	
Parking Lot Expansion and Civil Work for Building Improvements									
1	Topographic Survey of New Parking Lot Area				2		8		
2	Prepare Survey Base Sheets				1	12			
3	Parking Lot Design								Based on Gravel Parking Lot with Curb
	Dimensioned Site Plan	1 Sheet	18 Hrs/Sheet		2	16			
	Grading and Drainage Plan	1 Sheet	20 Hrs/Sheet		4	16			
	Details	1 Sheet	12 Hrs/Sheet		2	10			
4	Prepare Contract Documents				16				Civil Specs plus Contract (Bid Sheet, Bonds, Insurance, Etc.) for overall project.
5	USBR Coordination and Permitting				8				
Price Center Roof Replacement									
1	Architectural and Structural Engineering Services							$7,450	See Proposal from Sternco Engineers, Inc. (attached.)
Bidding and Construction Services									
	To be determined								
	Total Estimated Hours			**16.7**	**35**	**54**	**8**	**$12,920**	
	Hourly Rates			**$140**	**$120**	**$80**	**$160**	**x 1.05**	
	Subtotals			**$2,338**	**$4,200**	**$4,320**	**$1,280**	**$13,566**	
	TOTAL FEE ESTIMATE							**$25,704**	

engineers, inc.
STERNCO

202 South 1st Ave, Suite 205 ■ Yuma, Arizona 85364
P.O. Box 1132 ■ Yuma, Arizona 85366
(888) 782-3601■ (928) 782-3601
Fax: (928) 782-1088 ■ www.sterncoengineers.com

An Agreement for the Provision of Limited Engineering Services

Client: James Davey and Associates, Inc.
Address: 1025 W 24th Street, Ste 2
Yuma, AZ 85364

ATTN: Jim Davey
Phone: 928-782-7926
Email: jdavey@jdacivil.com

Date: 09/19/16
Quote #: Q2016-09-013
Project Name/Location: Price Center Roof / San Luis, AZ

Scope/Intent and Extent of Services: Architectural and Structural to create construction documents for removal (demo – prep) and replacement of existing roof system. Specify new insulation to improve building envelope and new roofing system. Structural to verify existing roof capacity for selected roofing and insulation system. Assumes no changed to existing HVAC units or rooftop equipment. Assumes replace all roof drain leaders, repair/replace existing parapet flashing, etc. Provide permitting, bidding assistance, and Construction Review during construction.
Structural to be provided as a sub-consultant to Sternco.
Reproductions by others. As-builts will be based on contractor redlines.

Fee Arrangement:

Architectural Plans & Specs	$ 5,200
IECC Code Compliance – Envelope	$ 750
Structural	$ 1,500
Design Fees Total, includes RFI responses	$ 7,450
Permitting & Bidding Assistance	$ 1,500
Construction Review:	$ 2,000
Submittal Review: (1) per discipline A	$ 250 each
Site Inspections/Observations	$ 300 each
As-builts, Close-out Review	$ 300

Retainer Amount: Ø

Special Conditions: This quote is project and scope specific. Any changes to the project scope will require a revision to this quote and/or a change order. Documents will be delivered via email in pdf format. Included services are indicated in the scope above and checkboxes below. Unless indicated as described, all other services are excluded from this fee agreement. The pricing provided above is valid for 30 days.

- ☒ Reproductions provided as a reimbursable cost
- ☒ Plan check responses
- ☒ Permit processing/management through AHJ
- ☒ Complete PM of sub-consultants
- ☐ Power Co. Coord.
- ☒ Travel – site visits to projects outside of Yuma
- ☐ Photometric Calcs – see scope
- ☐ Pre-development Meeting with AHJ
- ☒ As-Builts (CAD work)
- ☐ Dry Utilities Co. Coord.
- ☒ Site Inspections or Observations
- ☐ Special Inspections
- ☒ Answers to RFI's
- ☒ Submittal Review – (1) re-submittal only. Additional reviews will be billed hourly.
- ☐ Wet Utilities Co. Coord./UME

THE TERMS AND CONDITIONS ON PAGE 2 ARE A PART OF THIS AGREEMENT. THE SIGNATURE BELOW CONSTITUTES STERNCO'S INTENTION TO PROVIDE SERVICES AS STATED IN THIS AGREEMENT. ANY NOTES OR MODIFICATIONS TO THIS AGREEMENT MUST BE INITIALED BY THE AUTHOR.

Offered by: _____ 09/19/16
(Signature and date)
John R. Sternitzke, P.E.
(Printed name and title)

Accepted by: _____
(Signature and date)
_____
(Printed name and title)

TERMS AND CONDITIONS

Sternco Engineers, Inc. shall perform only the services outlined in this agreement for the quoted fee and arrangement.

Access To Site: Sternco Engineers, Inc. shall have full access to the site/project for such inspections, testing, site review, or any other activities deemed appropriate by Sternco Engineers, Inc. for the performance of its services. Although Sternco Engineers, Inc will take precautions to minimize damage to the site/project, Sternco Engineers, Inc. shall not be responsible for any damage to the site/project related to Sternco Engineers, Inc. services.

Fee: The quoted fee, unless stated as a fixed fee is only a professional estimate and shall not be exceeded by more than ten percent without written approval of the client. Where the fee arrangement is based on an hourly basis, the rates shall be as follows:

Principal: $150.00/hr	Senior Engineer: $90.00/hr	Project Engineer: $70.00/hr	Designer 1: $80.00/hr
Designer 2: $55.00/hr	CAD Drafting: $55.00/hr	Admin/Clerical: $35.00/hr	

Billings/Payments: Invoices for Sternco Engineers, Inc. services shall be submitted, at Sternco Engineers, Inc. option, upon completion of such services, or on a monthly basis. Invoices shall be paid in full no later than 30 days after the invoice date. If the invoice is not paid in full within 30 days, Sternco Engineers, Inc may, without waiving any claim or right against the client, and without liability whatsoever to the client, terminate this agreement. Retainers shall be credited on the final invoice. Standard Invoice shall prevail Details of billings are generally not provided and if requested, shall be done prior to engagement, and included as a part of this agreement.

Late Payments: Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (18% per annum) on the unpaid balance, at the sole election of Sternco Engineers, Inc. In the event any portion of an account remains unpaid 60 days after the invoice date, the client shall pay all costs of collection, including Sternco Engineers, Inc. reasonable attorney's fees.

Indemnification: The client shall defend, indemnify and save and hold harmless Sternco Engineers, Inc., its personnel and agents from and against any and all claims, lawsuits, damages, losses and expenses (including reasonable attorney's fees) arising out of, or resulting from, the performance of the services, if such claim, lawsuit, damage, loss or expense is alleged to be caused in whole, or in part, by the actions or conduct of the client, its agents (except Sternco Engineers, Inc.) or anyone for whose acts client or its agents may be liable.

Risk Allocations: In recognition of the relative risks, rewards and benefits of the project to both the client and Sternco Engineers, Inc., the risks have been allocated such that the client agrees that to the fullest extent permitted by the law, Sternco Engineers, Inc. total liability to the client for any and all injuries, claims, losses, expense, damages or claim expenses whatsoever arising out of this agreement from any cause or causes whatsoever, shall not exceed two times Sternco Engineers, Inc. actual fee or $50,000, whichever sum is less. Such causes include, but are not limited to, Sternco Engineers, Inc. negligence, errors, omissions, strict liability, breach of contract, or breach of any warranty.

Termination of Services: This agreement may be terminated by the client or Sternco Engineers, Inc. should the other fail to timely perform its obligations hereunder. Prior to termination of this agreement, the non-breaching party shall provide 5 days advance written notice to the breaching party specifying the breach and that the agreement shall terminate if the breach is not completely corrected within 5 days. In the event of termination, the client shall pay the firm for all services rendered to the date of termination, al reimbursable expenses and reimbursable termination expenses.

Ownership of Documents: All documents produced or reviewed and sealed by Sternco Engineers, Inc. under this agreement shall remain the property of Sternco Engineers, Inc. and may not be used by the client for any other project or for any other purpose without the prior written consent of Sternco Engineers, Inc.

Responsibility for Design: It is neither practical nor customary for Sternco Engineers, Inc. to include all construction details in plans and specifications. Typically Sternco Engineers, Inc. or an individual who is under the direct supervision of Sternco Engineers, Inc. may be required for construction review. Construction review by Sternco Engineers, Inc. permits Sternco Engineers, Inc. to identify and correct problems at low cost. Construction review is generally considered an essential element of a complete design professional service. If Sternco Engineers, Inc. is not directed to provide construction review, the client agrees Sternco Engineers, Inc. shall not be held responsible for any design problems or omissions or any loss or damages resulting there from.

Productivity Clause: For the purpose of this agreement, it is understood client shall deliver to Sternco Engineers, Inc. complete base sheets, floor plans, architectural, details, reflected ceiling plans, wall sections, building sections, related documents and any other documents requested by Sternco Engineers, Inc. Sternco Engineers, Inc. quoted fee is based upon productive use of time as quoted. If changes in the architectural program should occur, in addition to the quoted fee, Sternco Engineers, Inc. shall invoice the client hourly, per the rate schedule for those extra costs.

Applicable Laws: This agreement shall be governed by the laws of the State of Arizona and any action to enforce or interpret this agreement shall be commenced and completed in Yuma County, Arizona and not elsewhere. Each party specifically submits to the jurisdiction and venue in Yuma County, Arizona.

Entire Agreement: This agreement represents the entire agreement between Sternco Engineers, Inc. and client and may not be altered, modified or changed except by a written document dated and signed by both Sternco Engineers, Inc. and client.

Other

P O Box 1132
Yuma, AZ 85366
engineers, inc.
STERNCO

202 South 1st Ave, Suite 205 ♦ Yuma, Arizona 85364
P.O. Box 1132 ♦ Yuma, Arizona 85366
Ph: (928) 782-3601 ♦ Fax: (928) 782-1088

www.sterncoengineers.com

Invoice for Professional Services Rendered

James Davey & Associates
1025 West 24th Street, Suite 2
Yuma, AZ 85364

Invoice Number:	163478001
Invoice Date:	8/1/16
Due Date:	8/11/16
Terms:	Net 10 Days
Purchase order:	SL PC

Professional services per Sterno Service Agreement Q2016-06-019rev2	3478	
Schematic Design Field work		
Programing		
1st Invoice 07/01/16 thtu 07/31/16		5,470.00

POSTED 8/11

CSL 15

THANK YOU FOR YOUR BUSINESS

Check No./CM:

Less Payments/Credit Received:

TOTAL **5,470.00**

STERNCO ENGINEERS INC.
Employee Time
For the Period From Jul 1, 2016 to Jul 31, 2016

Filter Criteria includes: 1) Job IDs from 3478 to 3478. Report order is by Employee ID. Report is printed in Detailed Format.

Employee Name	Job ID	Phase Description	Ticket Date	Billing Rate	Unit Duratio	Total Unit D	Billing Amount	Total Billing
SARA B. LARSON	3478	Programming/Pre-Design	7/7/16	80.00	3.50		280.00	
	3478	Schematic Design	7/11/16	80.00	6.25		500.00	
	3478	Schematic Design	7/12/16	80.00	1.50		120.00	
	3478	Schematic Design	7/13/16	80.00	0.50		40.00	
	3478	Schematic Design	7/14/16	80.00	0.50		40.00	
	3478	Schematic Design	7/14/16	80.00	4.00		320.00	
	3478	Schematic Design	7/19/16	80.00	3.75		300.00	
	3478	Schematic Design	7/20/16	80.00	0.25		20.00	
	3478	Schematic Design	7/21/16	80.00	0.75		60.00	
	3478	Schematic Design	7/25/16	80.00	0.50		40.00	
	3478	Schematic Design	7/25/16	80.00	1.00		80.00	
	3478	Schematic Design	7/26/16	80.00	2.25		180.00	
						24.75		**1,980.00**
NICK RAMOS	3478	Programming/Pre-Design	7/11/16	80.00	1.75		140.00	
	3478	Programming/Pre-Design	7/12/16	80.00	1.00		80.00	
	3478	Programming/Pre-Design	7/14/16	80.00	2.00		160.00	
	3478	Programming/Pre-Design	7/14/16	80.00	4.00		320.00	
	3478	Schematic Design	7/14/16	80.00	1.00		80.00	
						9.75		**780.00**
Joshua Ramos	3478	Schematic Design	7/25/16	50.00	1.00		50.00	
						1.00		**50.00**
ROBERT RAMOS	3478	Schematic Design	7/25/16	70.00	1.00		70.00	
	3478	Schematic Design	7/26/16	70.00	4.50		315.00	
	3478	Schematic Design	7/27/16	70.00	2.50		175.00	
						8.00		**560.00**
JOHN R. STERNITZKE	3478	Programming/Pre-Design	7/11/16	150.00	2.00		300.00	
	3478	Programming/Pre-Design	7/12/16	150.00	1.00		150.00	
	3478	Programming/Pre-Design	7/13/16	150.00	1.00		150.00	
	3478	Programming/Pre-Design	7/14/16	150.00	1.00		150.00	
	3478	Programming/Pre-Design	7/18/16	150.00	2.00		300.00	
	3478	Programming/Pre-Design	7/19/16	150.00	1.00		150.00	
	3478	Programming/Pre-Design	7/20/16	150.00	1.00		150.00	

STERNCO ENGINEERS INC.
Employee Time
For the Period From Jul 1, 2016 to Jul 31, 2016

Filter Criteria includes: 1) Job IDs from 3478 to 3478. Report order is by Employee ID. Report is printed in Detailed Format.

Employee Name	Job ID	Phase Description	Ticket Date	Billing Rate	Unit Duratio	Total Unit D	Billing Amount	Total Billing
	3478	Programming/Pre-Design	7/21/16	150.00	1.00		150.00	
	3478	Programming/Pre-Design	7/25/16	150.00	3.00		450.00	
	3478	Programming/Pre-Design	7/26/16	150.00	1.00		150.00	
						14.00		**2,100.00**
						57.50		**5,470.00**

Project Detail

Wednesday, September 21, 2016
2:03:41 PM

James Davey and Associates, Inc. Through 7/2016

Show Unposted

		Regular Hours	Billing
Project Number: CSL-15 Price Center - Site Work and TI's			
Phase Number: DES Design			
Labor			
Y B	DAVEYJ Davey, James 6/9/2016	1.00	140.00
	Coord w/ JT, Sternco, Set up project		
Y B	DAVEYJ Davey, James 6/13/2016	.20	28.00
	Meeting Setup		
Y B	DAVEYJ Davey, James 6/16/2016	2.00	280.00
	Meeting with CofSL - Scoping, To Site		
Y B	DAVEYJ Davey, James 6/27/2016	.50	No Charge
	Sternco Proposal		
Y B	DAVEYJ Davey, James 6/30/2016	1.00	
	Cost Proposal to JT		
Y B	DAVEYJ Davey, James 7/5/2016	1.75	245.00
	Proposal to CofSL, Rough Costs, Mtg Setup		
Y B	DAVEYJ Davey, James 7/6/2016	.50	70.00
	Set Up Mtg w/ SEI/CofSL		
Y B	DAVEYJ Davey, James 7/7/2016	2.00	280.00
	To CofSL - Met with City Mgr, Sternco, Staff on scope		
Y B	DAVEYJ Davey, James 7/11/2016	1.00	140.00
	conf call with AzDES		
Y B	DAVEYJ Davey, James 7/21/2016	1.00	140.00
	NAU Conf. Call		
Y B	DAVEYJ Davey, James 7/25/2016	2.75	385.00
	Prepare preliminary layout of parking lot, cost estimate		
Y B	DAVEYJ Davey, James 7/27/2016	.25	35.00
	em's on USBR - BLM R/W		
Y B	DAVEYJ Davey, James 7/29/2016	.25	35.00
	tc w/ JS - status - land		
Total for DAVEYJ		**14.20**	
Total for CSL-15		**14.20**	$1788.00


YUMA VALLEY MAIN DRAIN
LOT 14
APPROX. 385
PARKING
SPACES
TRACT 37
LOT 22

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.D.**

Meeting Date: 10/26/2016

Department Head: Jenny Torres, Community Development Director, Community Development Department

Submitted By: Dania Castillo, Economic Development Assistant, Administration, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the Independent Contract Agreement with Mexes to provide professional services for the 4FrontED Binational Region. **(Jenny Torres, Community Development Director)**

SUMMARY:

The City of San Luis and its member agencies composed of the City of Yuma, City of Somerton, Town of Wellton and Yuma County established and financially supported a bi-national program focused on promoting growth and expanding economic opportunities in the regions of Yuma County, San Luis Rio Colorado, Sonora, Mexico and regions within Baja California, Mexico. The member agencies are interested in contracting with an independent contractor to serve as a bi-national coordinator for the 4FrontED Region to meet the program's goals and objectives. A bi-national budget was agreed upon by all member agencies to include an amount not to exceed $24,000.00 for the independent contractor services for Fiscal Year 2016-2017. The City of San Luis' share is **$6,800.00**.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE INDEPENDENT CONTRACTOR AGREEMENT WITH MEXES FOR BI-NATIONAL COORDINATOR SERVICES UNDER THE 4FrontED BI-NATIONAL INTERGOVERNMENTAL AGREEMENT IN AN AMOUNT NOT EXCEED $6,800.00

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$6,800.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000/Council Contractual Services/Remaining Balance $281,241.64

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

Funds budgeted under Council Contractual Services in account no. 100-110-80000. The balance will be paid by other member agencies funding allocation not to exceed $24,000.00 for fiscal year 2016-2017.

Attachments

Independent Contract Agreement

CITY OF SAN LUIS
INDEPENDENT CONTRACTOR AGREEMENT FOR 4FRONTED BI-NATIONAL COORDINATOR

This Independent Contractor Agreement ("Agreement") entered into this 26th day of October, 2016, between CITY OF SAN LUIS ("CITY"), a municipal corporation, with its principal office located at 1090 E. Union Street, San Luis, Arizona, 85349, and Arturo Alonso Bastidas Gamez, an individual, with an address of 2308 ML King Street, Calexico, California 9221("Contractor"). The term "party" or "parties" as used herein refers to CITY, Contractor, or both, as appropriate. The parties agree to, and the Agreement sets forth, the following:

WITNESSETH:

WHEREAS, regional efforts have been initiated and endorsed by the municipal Mayors within Yuma County, Arizona, and by the County of Yuma, to have a focused, coordinated effort with a single mission to promote regional assets, advocate on behalf of regional issues throughout all organizations, private businesses and citizens of the 4FrontED Bi-National Region (the "Region");

WHEREAS, the 4FrontED Region is defined as Yuma County, Arizona, U.S.A.; San Luis Rio Colorado, Sonora, Mexico and regions within Baja California Norte, Mexico bordering the municipality of San Luis Rio Colorado, Sonora, Mexico and Yuma County, Arizona, U.S.A.

WHEREAS, the respective representatives of Yuma County, the City of Yuma, the City of San Luis, the City of Somerton, and the Town of Wellton entered into a Binational Agreement to Fund the Coordination of a 4FrontedED Bi-National Region Under the CITY OF SAN LUIS on the 26th day of October, 2016 ("Binational Agreement");

WHEREAS, CITY and its member agencies shall have oversight of the Bi-National program through the funding of all the member agencies, including the hiring for, and the oversight of, the Bi-National Coordinator position;

WHEREAS, a panel of members held interviews seeking to hire a part-time, bi-lingual and bi-cultural coordinator to serve in the position of Bi-National Coordinator for the Region as an independent contractor of the CITY;

WHEREAS, Contractor is willing and able to provide these services and serve in the position of Bi-National Coordinator for the 4FrontED Region as an independent contractor; and

WHEREAS, the parties desire to enter into an Independent Contractor Agreement for the position of Bi-National Coordinator for the 4FrontED Region;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises hereinafter given, CITY and Contractor hereby agree as follows:

SECTION ONE - DESCRIPTION OF WORK

The work to be performed by Contractor includes those services generally performed by Contractor in Contractor's usual line of business to meet the initial program objectives of the Region, including, but not limited to, those duties specified in **Exhibit "A", Scope of Work,** attached hereto and incorporated herein by this reference.

SECTION TWO - PRICE AND PAYMENT

CITY agrees to pay Contractor a not-to-exceed payment of Two Thousand Dollars and No Cents ($2,000.00) per month, payable on the first Thursday of each following month for work done during the initial Term of this Agreement. Contractor agrees to accept such amount as full payment for its work and to sign such waivers of lien, affidavits and receipts as CITY shall request in order to acknowledge payment.

SECTION THREE - EXPENSES

CITY shall pay for Contractor's expenses in accordance with **Exhibit "B", 4FrontED Bi-National Budget**, attached hereto and incorporated herein by this reference, during the initial Term of this Agreement. CITY shall not reimburse Contractor for travel and other expenses paid or incurred by Contractor in the performance of work provided under this Agreement beyond what is specified in **Exhibit "B"**. Contractor agrees to provide receipts and documentation to CITY for travel and other expenses paid or incurred.

SECTION FOUR - TERM

The Term of this Agreement shall begin October 26th, 2016, and continue until June 30th, 2017, unless sooner terminated as provided herein. The Term of this Agreement may be extended, in writing, on a month-to-month basis at the sole discretion of CITY or its member agencies.

This contract is subject to cancellation under the provisions of A.R.S. Section 38-511.

SECTION FIVE - INDEPENDENT CONTRACTOR RELATIONSHIP

Contractor is an independent contractor and is not an employee, servant, agent, partner or joint venture of CITY. CITY shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by CITY. CITY is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes Contractor. Neither Contractor nor its employees shall be entitled to receive any benefits which employees of CITY are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, retirement, or Social Security on account of their work for CITY.

SECTION SIX - EMPLOYEES OF CONTRACTOR

Contractor shall be solely responsible for paying its employees. Contractor shall be solely responsible for paying all FICA and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for Contractor and its employees, servants and agents.

Pursuant to A.R.S. §41-4401(A), The Developer warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with § 23-214, subsection A, e-verify. A breach by the Developer of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The City retains the legal right to inspect the papers of any contractor or subcontractor employee who works under this Agreement to ensure that the Developer or Developer's subcontractor or subcontractors are complying with this warranty.

SECTION SEVEN - CONFIDENTIALITY / RETURN OF DOCUMENTS

Contractor shall enter into a confidentiality agreement with CITY and its member agencies, which is incorporated herein by this reference. Contractor acknowledges and agrees that any and all confidential information is, and at all times shall remain, the sole and exclusive property of CITY and its member agencies.

Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of CITY or its member agencies, shall be the sole and exclusive property of CITY and its member agencies, and shall be returned to CITY upon the termination of this Agreement, or upon the written request of CITY.

SECTION EIGHT - INSURANCE

Contractor shall procure, at Contractor's expense, and furnish CITY with current certificates of insurance coverage for general liability insurance with a minimum limit of $500,000.00 per occurrence for bodily injury, personal injury and property damage; motor vehicle insurance; and such other insurance as CITY may require from time to time. Contractor shall maintain such insurance coverages and shall furnish CITY with certificates of renewal coverage and proofs of premium payments.

SECTION NINE - RISK; INDEMNIFICATION

Contractor shall perform the work at its own risk. Contractor assumes all responsibility for the condition of tools, equipment, and material used in the performance of this Agreement by its employees, servants and agents. Contractor shall indemnify and hold harmless CITY and its member agencies from any claim, demand, loss, liability, damage or expense arising in any way from Contractor's work.

SECTION TEN - ASSIGNMENT

CITY may assign any or all of its rights and duties under this Agreement at any time and from time to time to a successor in interest or related entity without the consent of Contractor. Contractor may not assign any of its rights or duties under this Agreement without the prior written consent of CITY.

SECTION ELEVEN - TERMINATION / CANCELLATION

Either party may terminate this Agreement with or without cause with prior, written notice to the other. For purposes of this Agreement, "cause" shall mean: (i) conviction of Contractor or any of its employees, agents or officers of any crime (whether or not involving CITY constituting a felony in the jurisdiction involved; (ii) Contractor or any of its employees, agent or officers engaged in any

substantiated act involving moral turpitude; (iii) Contractor or any of its employees, agent or officers engaged in any act which, in each case, subjects, or if generally known would subject, CITY to public ridicule or embarrassment; (iv) gross neglect or misconduct in the performance of Contractor's duties under this Agreement; (v) willful failure or refusal to perform such duties as may reasonably be assigned to Contractor; or (vi) material breach of any provisions of this Agreement by Contractor. Termination for cause shall be effective immediately when given, unless an alternative termination date is expressly stated in the notice of termination.

If this Agreement is terminated without cause by either party, the terminating party shall provide a minimum of forty-five (45) days prior, written notice of the termination. The terminating party shall ensure that the effective date of termination is expressly stated in the notice; however, in no event shall the effective date of termination be any earlier than forty-five (45) days from the date of the notice of termination. Contractor shall be required to complete the work under this Agreement during the period leading up to the date of termination, and Contractor shall be entitled to the continuation of compensation for the period leading up to the date of termination.

SECTION TWELVE - NON-WAIVER

The failure of either party to this Agreement to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

SECTION THIRTEEN - NO AUTHORITY TO BIND CITY AND MEMBER AGENCIES

Contractor has no authority to enter into contracts on behalf of CITY or its member agencies. This Agreement does not create a partnership between the parties.

SECTION FOURTEEN - NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party, or by certified mail, return receipt requested. If notice is delivered by mail, it shall be delivered to the address shown below, or substituted address acknowledged in writing by both parties. The following is the initial address selected by each party:

If to CITY: Tadeo De La Hoya, Interim City Manager
City of San Luis
1090 E. Union Street
San Luis, Arizona 85349
928.341.8520 office

If to Contractor: Arturo Alonso Bastidas Gamez
Mexes
2308 ML King Street
Calexico, California 92231
(717) 405-5231

SECTION FIFTEEN - ENTIRE AGREEMENT

This is the entire agreement between the parties and any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION SIXTEEN - SEVERABILITY

If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof.

SECTION SEVENTEEN - ARBITRATION

In the event that any difference or dispute shall arise as to the interpretation of this Agreement, or the respective rights and obligations of the parties hereunder, or if any matter touching upon CITY's operations, or the management thereof is not conclusively dealt with hereunder, or if this Agreement or any part of it shall be void for uncertainty, then any such difference, dispute or uncertainty shall be referred to arbitration pursuant to the then current Arizona Arbitration Act.

SECTION EIGHTEEN - ATTORNEYS' FEES

In the event suit is brought or an attorney is retained by any party to this Agreement to seek interpretation or construction of any term or provision of this Agreement, to enforce the terms of this Agreement, to collect any money due, or to obtain any money damages or equitable relief for breach, or to seek recourse in a bankruptcy proceeding, the prevailing party shall be entitled to recover, in addition to any other available remedy, reimbursement for reasonable attorneys' fees for representation in the court (including, without limitation, bankruptcy court), court costs, costs of investigation, and other related expenses.

SECTION NINETEEN - COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when taken together shall constitute fully executed originals.

SECTION TWENTY - GOVERNING LAW

The parties agree this Agreement shall be construed in accordance with the laws of the State of Arizona, and any controversy, dispute or litigation shall be brought or commenced only in a court of proper jurisdiction in Yuma County, Arizona.

SECTION TWENTY-ONE – CAPTIONS

Captions and paragraph headings used in this agreement are for convenience only, and are not a part of this Agreement, and shall not be deemed to limit or alter any provisions of this Agreement, and shall not be deemed relevant in construing the Agreement

SECTION TWENTY-TWO – TIME IS OF THE ESSENCE

Time is of the essence in each and every provision hereof.

SECTION TWENTY-THREE – REPRESENTATION

Each individual executing this Agreement represents and warrants that the individual has the complete and full authority to enter into this Agreement on behalf of the party for whom the individual signs.

SECTION TWENTY-FOUR – BINDING EFFECT

Subject to the limitations upon assignments and transfers herein contained, this Agreement shall be binding upon and inure to the benefits of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, CITY and Contractor have executed this Independent Contractor Agreement for 4FrontED Bi-National Coordinator, effective as of the date above.

CITY OF SAN LUIS

By: Tadeo De La Hoya
Its: Interim City Manager

CONTRACTOR

By: Arturo Alonso Bastidas
Its: Mexes Owner

Approved as to Form

Kay Marion Macuil
San Luis City Attorney

Attest

Kay Marion Macuil
San Luis City Attorney

EXHIBIT A, SCOPE OF WORK

Binational Cluster Development

- Identify, map, and define binational regional business clusters such as advanced manufacturing opportunities. Established and/or strengthen relationships with companies in northern Mexico in aerospace, automotive, electronic, agribusiness, and electrical devices and promote the region's logistics/distribution and cost competitive advantages for potential advanced manufacturing opportunities. Sustain the momentum with the University of Arizona cluster work and the North American Research Partnership cluster mapping.
- Engage the region's manufacturer in the RevAZ(Arizona Commerce Authority's Manufacturing Extension Partnership program), particularly with the ExportTech Boot Camp.
- Further leverage the economic benefit of the agriculture trade moving through the San Luis Port of Entry. Maintain and grow agribusiness trade by addressing binational infrastructure and transportation improvements from major growing regions in Mexico and strengthening relationships throughout western Mexico. Continue to expand value-add produce opportunities in package food.
- Work to attract foreign direct investment (FDI) projects within the transportation, tourism, and economic development sectors. Leverage the international and foreign investment partners working with the University of Arizona Yuma Center of Excellence for Desert Agriculture to attract a larger footprint in the region.
- Focus on manufacturing industries to provide higher average wages, creates more indirect economic activity for the region, impacts the regional tax base, and attracts new revenues to the region resulting in an expanded economy through the following manufacturing sectors: perishable prepared food, storage battery, fluid milk, aircraft, fabricated structural metals, metal stamping, truck trailer, sign, unmanned vehicle and computerized numerical control machining.
- Continue to implement the IMPC strategy working collaboratively to develop and promote advanced manufacturing.
- Work with existing industries to improve access to and attraction of supply chain businesses to the 4FRONTED region.
- Actively engage the private sector and regional businesses to assist in the implementation of the 4FRONTED initiative.

Strengthen Binational Workforce Development

- Broaden the educational exchange between the region's institutions and Mexico by establishing a binational education task force to ensure a stronger regional labor force that meets the current and future needs of the regional businesses.
- Collaborate with Arizona Western College and Northern Arizona University to target advanced degrees to maquila managers or leadership.

Develop Binational Tourism

- Work collaboratively to leverage existing tourism assets and further develop visitor destinations within the binational region. Create and actively implement a binational tourism development and marketing program with a focus on recreation and culture.
- Implement a strategy to develop and attract medical tourism to the 4FRONTED region.
- Develop and promote a binational calendar of events.

Leverage Port of Entry and Border Infrastructure Investments

- Aggressively promote the San Luis commercial port of entry.
- Continue to pursue improvements to the port of entry.
- Pursue increased port of entry staffing to improve efficiencies of border crossings.
- Build cross-border public transportation, bicycling and pedestrian improvements.

Spur Innovation and Entrepreneurism

- Leverage the San Luis Business Incubator to foster business growth in manufacturing, machining, distribution, and support businesses.
- Make the 4FRONTED binational region an entrepreneurial hub by leveraging the U.S. entrepreneurial visa program that can promote new business start-ups and innovation.

Maximize Developable Industrial Land

- Move forward with development strategies to ensure that the border industrial land is ready for manufacturing facilities. Focus on project readiness of industrial sites.

Continue to Improve Regional Infrastructure

- The cities of San Luis, San Luis Rio Colorado, Somerton, Wellton, and Yuma are committed to building a rail connection between the city of San Luis Rio Colorado and Yuma to support economic development.
- Work to implement the project priorities identified in the Border Master Plans (2013)
- Prioritize regional infrastructure projects to support economic development efforts and pursue grant funding.

EXHIBIT B, BUDGET

4frontED Binational Budget

Trade Shows	Venue	Industry	Date	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
WORLD AG EXPO	International Agri-Center, Tulare, CA.	Agriculture	June 8th 2017	$ 700.00												$ 700.00
SEMANA NACIONAL DEL EMPRENDEDOR	Expo Bancomer, CDMX, Mexico.	Entrepreneurship	July 13th 2017		$ 700.00											$ 700.00
Baja Aero (Booth)	Tijuana, Mexico	Aerospace	September 13th 2016				$ 650.00									
World Medical Tourism Show	Washington DC	Medical Tourism	September 25th 2016				$ 2,200.00									$ 2,200.00
HIGH POINT, NC FURNITURE	High Point North Carolina	Furniture Mfg	October 22nd 2016					$ 1,375.00								$ 1,375.00
AG Connect Expo	Orlando, Florida	Agriculture	January 13th 2017								$ 1,375.00					$ 1,375.00
DEL MAR ELECTRONICS & DESIGNS	Del Mar , California	Electronics	February 2nd 2017									$ 195.00				$ 195.00
G2E GLOBAL GAMING EXPO	Las Vegas , Nevada	Electronics	February 28rd 2017									$ 700.00				$ 700.00
REVERSE LOGISTICS CONF & EXPO	Atlanta, Georgia	Logistics	February 23rd 2017									$ 1,375.00				$ 1,375.00
AgroBaja (Booth)	Mexicali, Mexico	Agriculture	March 10 2017										$ 650.00			
EXPO CARGA	Mexico City, Mexico	Logistics	April 26th 2017											$ 700.00		$ 700.00
FOOD PROCESSING EXPO	Sacramento, California	Food Processing	May 3rd 2017												$ 700.00	$ 700.00
Trade Shows Total				**$700**	**$700**	**$0**	**$2,850**	**$1,375**	**$0**	**$0**	**$1,375**	**$2,270**	**$650**	**$700**	**$700**	**$ 11,320.00**
E-Marketing Campaigns																
LinkedIn Advertising	Pay Per Click Ads (100 clicks per month)			$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 900.00
Newsletter Tool	Constant Contact			$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 300.00
Graphic Design	20 Hrs. per month			$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 2,400.00
Webpage Improvements	Maintenance and improvements								$ 800.00							$ 800.00
E-Marketing Campaign Total				**$300**	**$300**	**$300**	**$300**	**$300**	**$1,100**	**$300**	**$300**	**$300**	**$300**	**$300**	**$300**	**$ 4,400.00**
Graphic Design and Materials																
Display Materials for Tradeshows	2 Banners, Back Display and Table Cloth					$ 1,250										$ 1,250.00
Printed Brochures	Tradeshow deliverables					$ 200							$ 200			$ 400.00
Administration Total				**$0**	**$0**	**$1,450**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$200**	**$0**	**$0**	**$ 1,650.00**
Administration																
Bi-National Coordinator	Arturo Bastidas			$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 24,000.00
Miscellaneous	Miscellaneous			$ 280	$ 280	$ 280	$ 280	$ 280	$ 280	$ 280	$ 280	$ 280	$ 280	$ 278	$ 200	$ 3,558.00
Administration Total				**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,278**	**$2,200**	**$ 27,278.00**
Total Marketing Budget				**$3,280**	**$3,280**	**$2,580**	**$5,430**	**$3,955**	**$3,380**	**$2,580**	**$3,955**	**$4,850**	**$3,230**	**$3,278**	**$3,200**	**$42,998**

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.E.**

Meeting Date: 10/26/2016

Department Head: Jenny Torres, Community Development Director, Community Development Department

Submitted By: Dania Castillo, Economic Development Assistant, Administration, Economic Development

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1164. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving Intergovernmental Agreement of the 4-FrontED Bi-national Program to support Economic Development in the Greater Yuma Region and repealing Resolution No. 1155. **(Jenny Torres, Community Development Director)**

SUMMARY:

The City of San Luis and its member agencies composed of the City of Yuma, City of Somerton, Town of Wellton and Yuma County expressed an interest in establishing a bi-national economic development program to promote growth and expand economic opportunities to the 4FrontED region. The County and Cities shall contribute funding to meet the programs goals. The funding mechanism approved by all member agencies is twenty cents (.20¢) per capita using the 2015 population census estimate. The City's contribution for this effort is **$6,800.00.** Resolution No. 1164 will adopt the new changes to the IGA as previously approved through Resolution No. 1155 by the City Council on August 10, 2016.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1164.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$6,800.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000/Contractual Services/Remaining Balance $281,241.64

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

Funds budgeted under Council Contractual Services, account no. 100-110-80000.

Attachments

Resolution No. 1164
IGA 4FrontED
Budget

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 1164

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT OF THE 4FRONTED BI-NATIONAL PROGRAM TO SUPPORT ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION AND REPEALING RESOLUTION NO. 1155

WHEREAS, on August 10, 2016 the City Council of the City of San Luis, Arizona passed Resolution 1155 adopted the Intergovernmental Agreement of the 4FrontED Bi-national Program;

WHEREAS, since August 10, 2016 the other entities have made changes to the Intergovernmental Agreement of the 4FrontED Bi-national Program;

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

Section 1: That Resolution No. 1155 is hereby repealed.

Section 2: That the appropriate City officials are hereby authorized and directed to take all steps necessary to execute the current Intergovernmental Agreement of the 4FrontED Bi-national Program to Support Economic Development in the Greater Yuma Region.

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

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

INTERGOVERNMENTAL AGREEMENT OF THE
4FrontED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

This AGREEMENT is made on this _____ day of _____ 2016 (the "Agreement Date"), among the following governing Agencies of the State of Arizona and in or of the County of Yuma:

the City of San Luis, an incorporated city under the laws of Arizona and having its administrative offices at
1090 East Union Street
San Luis, Arizona 85349 ("San Luis");

the City of Somerton, an incorporated city under the law of Arizona and having its administrative offices at
110 North State Avenue
Somerton, Arizona 85350 ("Somerton");

the Town of Wellton, an incorporated town under the laws of Arizona and having its administrative offices at
28634 Oakland Avenue
Wellton, Arizona 85356 ("Wellton");

the City of Yuma, a charter city under the laws of Arizona and having its administrative offices at
One City Plaza
Yuma, Arizona 85364 ("Yuma") and

the County of Yuma, a body corporate and politic of the State of Arizona and having its administrative offices at
198 South Main Street
Yuma, Arizona 85364 (the "County").

The above-listed cities are known collectively as (the "Cities" and" the "County"). The County and Cities comprise a funding committee of the Yuma area for the sole purposes of this Agreement.

RECITALS

A. The County and the Cities joining in this Agreement wish to formalize a bilateral relationship to promote growth and expand economic opportunities in Yuma County, Arizona, U.S.A.; regions within the State of California, U.S.A.; San Luis Rio Colorado; regions within Baja California, Mexico.

B. Yuma County is authorized to participate in Economic Development activities pursuant to A.R.S. §§11-251(21), 11-254, and 11-254.04. The Cities are authorized to participate in Economic Development pursuant to A.R.S. §9-500.11

C. The County and the Cities support the 4FrontED Binational Region program objectives which include but are not limited to the following:

Binational Cluster Development

- Identify, map, and define binational regional business clusters such as advanced manufacturing opportunities. Establish and/or strengthen relationships with companies in northern Mexico in aerospace, automotive, electronic, agribusiness, and electrical devices, and promote the region's logistics/distribution and cost competitive advantages for potential advanced manufacturing opportunities. Sustain the momentum with the University of Arizona cluster work and the North American Research Partnership cluster mapping.
- Engage the region's manufacturers in RevAZ(Arizona Commerce Authority's Manufacturing Extension Partnership program), particularly with the ExportTech Boot Camp.
- Further leverage the economic benefit of the agriculture trade moving through the San Luis Port of Entry. Maintain and grow agribusiness trade by addressing binational infrastructure and transportation improvements from major growing regions in Mexico and strengthening relationships throughout western Mexico. Continue to expand value-add produce opportunities in packaged food.
- Work to attract foreign direct investment (FDI) projects within the transportation, tourism, and economic development sectors. Leverage the international and foreign investment partners working with the University of Arizona Yuma Center of Excellence for Desert Agriculture to attract a larger footprint in the region.
- Focus on manufacturing industries to provide higher average wages, create more indirect economic activity for the region, impact the regional tax base, and attract new revenues to the region resulting in an expanded economy through the following manufacturing sectors: perishable prepared food, storage battery, fluid milk, aircraft, fabricated structural metals, metal stamping, truck trailer, sign, unmanned vehicle and computerized numerical control machining.
- Continue to implement the IMPC strategy working collaboratively to develop and promote advanced manufacturing.
- Work with existing industries to improve access and attract a supply chain of businesses to the 4FrontED region.
- Actively engage the private sector and regional businesses to assist in the implementation of the 4FrontED initiative.

Strengthen Binational Workforce Development

- Broaden the educational exchange between the region's institutions and Mexico by establishing a binational education task force to ensure a stronger regional labor force that meets the current and future needs of regional businesses.
- Collaborate with Arizona Western College, Northern Arizona University and other institutions of higher learning to target advanced degrees to maquila managers or leadership.

Develop Binational Tourism

- Work collaboratively to leverage existing tourism assets and further develop visitor destinations within the binational region. Create and actively implement a binational tourism development and marketing program with a focus on recreation and culture.
- Implement a strategy to develop and attract medical tourism to the 4FrontED region.
- Develop and promote a binational calendar of events.

Leverage Port of Entry and Border Infrastructure Investments

- Aggressively promote the San Luis commercial port of entry.
- Continue to pursue improvements to the port of entry.
- Pursue increased port of entry staffing to improve efficiencies of border crossings.
- Build cross-border public transportation, bicycling and pedestrian improvements.

Spur Innovation and Entrepreneurism

- Leverage the San Luis Business Incubator to foster business growth in manufacturing, machining, distribution, and support businesses.
- Make the 4FrontED binational region an entrepreneurial hub by leveraging the U.S. entrepreneurial visa program that can promote new business start-ups and innovation.

Maximize Developable Industrial Land

- Move forward with development strategies to ensure that the border industrial land is ready for manufacturing facilities. Focus on project readiness of industrial sites.

Continue to Improve Regional Infrastructure

- The cities of San Luis, San Luis Rio Colorado, Somerton, Wellton, and Yuma are committed to building a rail connection between the city of San Luis Rio Colorado and Yuma to support economic development.
- Work to implement project priorities identified in the Border Master Plans (2013)
- Prioritize regional infrastructure projects to support economic development efforts

and pursue grant funding.

NOW THEREFORE, the parties agree as follows:

SECTION ONE. DEFINITION OF TERMS

The following terms and expressions as used in this Agreement, unless the context clearly shows otherwise, shall have the following meanings:

"Region" means Yuma County, Arizona, U.S.A.; San Luis Rio Colorado, Sonora, Mexico and regions within Baja California Norte, Mexico bordering the municipality of San Luis Rio Colorado, Sonora, Mexico and Yuma County, Arizona, U.S.A.

SECTION TWO. GENERAL PROVISIONS

A. The City of San Luis, Arizona is the fiscal agent responsible for administering the funds for the binational program. San Luis shall only use the funds for the objectives stated in the recitals, and the funds expended, not exceed the one-year budget as set forth in Exhibit A, attached and incorporated by reference to this Agreement. The fiscal agent will require at least one City and/or, County to approve expenses in writing. The fiscal agent will be responsible for the engagement of the services of the coordinator along with the rest of the Cities, expenses and budget reports to the other Cities.

B. The County and Cities shall contribute to the funding of services for a bi-lingual/bi-cultural coordinator and related economic activities based on twenty cents (20¢) per capita and using the Parties' 2015 population estimates as follows:

Location	Population	Contribution
San Luis, AZ	34,001	$ 6,800.00
Somerton	15,759	$ 3,152.00
Wellton	3,101	$ 620.00
Yuma City	97,950	$ 19,590.00
Yuma County[1]	64,180	$ 12,836.00
Total	**214,991**	**$ 42,998.00**

[1] Yuma County population only includes population not within an incorporated area.

The Binational program shall meet the goals in the border business case incorporated in this Agreement.

C. The County and the Cities shall, through the fiscal agent, engage the services of a bi-lingual/bi-cultural coordinator to manage the Binational program.

D. The County and the Cities shall, through the fiscal agent, contract with any other contractor (s) or entity to meet the goals as stated in this Agreement.

E. The County and the Cities shall work with San Luis Rio Colorado, Sonora, Mexico and other Mexico cities as deemed appropriate.

F. The recitals set forth in this Agreement, by this reference, are incorporated and deemed part of this Agreement.

SECTION THREE. FORCE MAJEURE

If by reason of force majeure any party to this Agreement shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but not for any longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “force majeure” as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Arizona, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machines, pipelines or canals, and inability on the part of the County or the Cities to provide services under this Agreement for any reason, or on account of any other causes not reasonably within the control of the party claiming such liability.

SECTION FOUR. TERM OF AGREEMENT; RENEWAL

This Agreement shall be effective as of the ____ day of _____ 2016 and shall have a term of one year, ending the _____ day of _____ 2017 unless a party provides the other parties with written notice of termination a minimum of 30 days prior to terminating. This Agreement may be terminated by any party with or without cause, provided that such party provides written notice of termination to all other parties as set forth above.

If this Agreement is terminated prior to the expiration date, the fiscal agent shall return any and all remaining unexpended funds to the Cities and the County in proportion to the amounts originally disbursed by each party.

This contract is subject to cancellation under the provisions of A.R.S. Section 38-511

SECTION FIVE. SEVERABILITY

The parties to this Agreement specifically agree that if any one or more of the sections, paragraphs, provisions, clauses, or words of this Agreement or the application of such section, paragraph, provision, clause or word to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of Arizona or the United States of America, or in contravention of any such laws or constitutions, then such invalidity, unconstitutionality, or contravention shall not affect any other section, paragraph, provision, clause or word of this Agreement or the application of such section, paragraph, provision, clause or word to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, paragraph, provision, clause or word had not been included in this Agreement, and the rights and obligations of the parties to this Agreement shall be construed and remain in force accordingly.

SECTION SIX. COUNTERPARTS

This agreement may be executed in counterparts, any of which shall be deemed to be an original.

The parties have executed this Agreement in Yuma County, Arizona as follows:

The City of San Luis
By
_____ This ____ day of _____ 2016
Gerardo Sanchez
Mayor

The City of Somerton
By:
_____ This ____ day of _____ 2016
Gerardo Anaya
Mayor

The Town of Wellton
By:
_____ This ____ day of _____ 2016
Cecilia C McCullough
Mayor

The City of Yuma
By:

_____ This ____ day of _____ 2016
Douglas Nicholls
Mayor

The County of Yuma
By:
_____ This ____ day of _____ 2016
Russ Clark
Chair of the County Board of Supervisors

I hereby state that I am the attorney for the City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing 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 ____ day of _____, 2016

_____
Kay Marion Macuil
San Luis City Attorney

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

Dated this ____ day of _____, 2016

_____
Jorge Lozano
Somerton City Attorney

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

Dated this ____ day of _____, 2016

_____
Gary Verburg
Wellton Town Attorney

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

Dated this ____ day of _____, 2016

_____
Steven W. Moore
Yuma City Attorney

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

Dated this ____ day of _____, 2016

_____
Jon R. Smith
Yuma County Attorney

4frontED Binational Budget

Trade Shows	Venue	Industry	Date	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
WORLD AG EXPO	International Agri-Center, Tulare, CA.	Agriculture	June 8th 2017	$ 700.00												$ 700.00
SEMANA NACIONAL DEL EMPRENDEDOR	Expo Bancomer, CDMX, Mexico.	Entrepreneurship	July 13th 2017		$ 700.00											$ 700.00
Baja Aero (Booth)	Tijuana, Mexico	Aerospace	September 13th 2016				$ 650.00									
World Medical Tourism Show	Washington DC	Medical Tourism	September 25th 2016				$ 2,200.00									$ 2,200.00
HIGH POINT, NC FURNITURE	High Point North Carolina	Furniture Mfg	October 22nd 2016					$ 1,375.00								$ 1,375.00
AG Connect Expo	Orlando, Florida	Agriculture	January 13th 2017								$ 1,375.00					$ 1,375.00
DEL MAR ELECTRONICS & DESIGNS	Del Mar , California	Electronics	February 2nd 2017									$ 195.00				$ 195.00
G2E GLOBAL GAMING EXPO	Las Vegas , Nevada	Electronics	February 28rd 2017									$ 700.00				$ 700.00
REVERSE LOGISTICS CONF & EXPO	Atlanta, Georgia	Logistics	February 23rd 2017									$ 1,375.00				$ 1,375.00
AgroBaja (Booth)	Mexicali, Mexico	Agriculture	March 10 2017										$ 650.00			
EXPO CARGA	Mexico City, Mexico	Logistics	April 26th 2017											$ 700.00		$ 700.00
FOOD PROCESSING EXPO	Sacramento, California	Food Processing	May 3rd 2017												$ 700.00	$ 700.00
Trade Shows Total				**$700**	**$700**	**$0**	**$2,850**	**$1,375**	**$0**	**$0**	**$1,375**	**$2,270**	**$650**	**$700**	**$700**	**$ 11,320.00**
E-Marketing Campaigns																
LinkedIn Advertising	Pay Per Click Ads (100 clicks per month)			$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 900.00
Newsletter Tool	Constant Contact			$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 300.00
Graphic Design	20 Hrs. per month			$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 2,400.00
Webpage Improvements	Maintenance and improvements								$ 800.00							$ 800.00
E-Marketing Campaign Total				**$300**	**$300**	**$300**	**$300**	**$300**	**$1,100**	**$300**	**$300**	**$300**	**$300**	**$300**	**$300**	**$ 4,400.00**
Graphic Design and Materials																
Display Materials for Tradeshows	2 Banners, Back Display and Table Cloth					$ 1,250										$ 1,250.00
Printed Brochures	Tradeshow deliverables					$ 200							$ 200			$ 400.00
Administration Total				**$0**	**$0**	**$1,450**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$200**	**$0**	**$0**	**$ 1,650.00**
Administration																
Bi-National Coordinator	Arturo Bastidas			$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 24,000.00
Miscellaneous	Miscellaneous			$ 280	$ 280	$ 280	$ 280	$ 280	$ 280	$ 280	$ 280	$ 280	$ 280	$ 278	$ 200	$ 3,558.00
Administration Total				**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,278**	**$2,200**	**$ 27,278.00**
Total Marketing Budget				**$3,280**	**$3,280**	**$2,580**	**$5,430**	**$3,955**	**$3,380**	**$2,580**	**$3,955**	**$4,850**	**$3,230**	**$3,278**	**$3,200**	**$42,998**

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.F.**

Meeting Date: 10/26/2016

Department Head: Craig Higgins, Chief of Police, Police Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No.1165. A resolution of the Mayor and Council of the City of San Luis, Arizona to authorize the City of San Luis Police Department to receive funding for the Impaired Driver/DUI Alcohol Enforcement and STEP/Selective Traffic Enforcement projects by approving Highway Safety Contracts 2017-PT-052 & 2017-II-013 between the City of San Luis, Arizona through the San Luis Police Department and the Governor's Office of Highway Safety. **(Andrea Moreno, Police Administrator)**

SUMMARY:

The City of San Luis Police Department (SLPD) has been awarded a total of $20,000.00 to support additional overtime and employee related expenses to enhance Driving Under the Influence (DUI) and traffic enforcement throughout the City of San Luis. The SLPD has been awarded **$10,000.00** for the Impaired Driver/DUI Alcohol Enforcement project under Contract No. 2017-II-013 to support personnel services and employee related expenses to enhance DUI alcohol enforcement and education throughout the City of San Luis. Additional manpower will allow the SLPD to increase its DUI task force efforts and will improve the ability to enforce DUI laws. The SLPD has been awarded **$10,000.00** for the STEP/Selective Traffic Enforcement project under Contract No. 2017-PT-052 to support personnel services and employee related expenses to enhance speed enforcement and education throughout the City of San Luis. Additional manpower under this grant will allow the SLPD to increase its police traffic efforts and will improve the ability to enforce speeding laws.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1165.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State
TOTAL:	$10,000.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	N/A

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: 250-181-50010.141 Special Rev - Public Safety, PD OT - GOHS -STEP - 2017-PT-052 / $10,000.00

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

The SLPD received a total of $10,000.00 in overtime and employee related expenses from the GOHS for FY17 under the STEP project.

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State
TOTAL:	$10,000.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	250-181-50010.142 Special Rev - Public Safety, PD OT - GOHS -DUI - 2017-II-013 / $10,000.00

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

The SLPD received a total of $10,000.00 in overtime and employee related expenses from the GOHS for FY17 under the DUI project.

Attachments

Resoluion No. 1165
Award Letter-STEP
STEP Contract
Award Letter - DUI
DUI Contract

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 1165

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO AUTHORIZE THE CITY OF SAN LUIS POLICE DEPARTMENT TO RECEIVE FUNDING FOR THE IMPAIRED DRIVER/DUI ALCOHOL ENFORCEMENT AND STEP/SELECTIVE TRAFFIC ENFORCEMENT PROJETCS BY APPROVING HIGHWAY SAFETY CONTRACTS 2017-PT-052 & 2017-II-013 BETWEEN THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS POLICE DEPARTMENT AND THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY.

WHEREAS, the City of San Luis desires to eradicate drivers under the influence, speed violators, and traffic fatalities;

WHEREAS, the Governor's Office of Highway Safety has approved the support of Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of San Luis;

WHEREAS, the Governor's Office of Highway Safety has approved the support of Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of San Luis; and

WHEREAS, the Governor's Office of Highway Safety has prepared Highway Safety Contracts 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 Highway Safety Contracts titled STEP Enforcement 2017-PT-058 and DUI/Impaired Driving Enforcement 2017-II-013 are 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 26th day of October, 2016.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Craig Higgins
San Luis Police Department
P.O. Box 3720
San Luis, AZ 85349

PROJECT REFERENCE:
Contract Number: 2017-PT-052
Total Estimated Costs: $10,000.00
Purpose of Project: STEP Enforcement

Dear Chief Higgins:

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

Please complete the following steps:

1. Please review the entire contract as there have been **significant changes** throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 22) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Tadeo A. De La Hoya, Interim City Manager, City of San Luis, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 1700 W. Washington St., Suite 430, Phoenix, Arizona 85007

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-26-16.
Date

Enclosures
AG: RM

GOVERNOR'S OFFICE OF HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

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

		CFDA 20.600
1.	**APPLICANT AGENCY** San Luis Police Department	**GOHS CONTRACT NUMBER:** **2017-PT-052**
	ADDRESS P.O. Box 3720, San Luis, AZ 85349	**PROGRAM AREA:** **402-PT**
2.	**GOVERNMENTAL UNIT** City of San Luis	**AGENCY CONTACT:** Andrea Moreno
	ADDRESS P.O. Box 1170, San Luis, AZ, 85349	**3. PROJECT TITLE:** STEP Enforcement
4.	**GUIDELINES:** 402–Police Traffic (PT)	

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

6. BUDGET COST CATEGORY		**Project Period FFY 2017**
I.	**Personnel Services**	$7,752.00
II.	**Employee Related Expenses**	$2,248.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$10,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2017
CURRENT GRANT PERIOD	**FROM:** 10-01-2016	**TO:** 09-30-2017

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $10,000.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

The San Luis Police Department (SLPD) consists of thirty-five (35) sworn officers complemented by twenty-two (22) civilian personnel. According to the 2014 Census estimation, the population of San Luis is approximately 32,000. The jurisdiction demographics are as follows: 35.6% under the age of 18, 12.9% from 18 to 24, 34.1% from 25 to 44, 13.4% from 45 to 64, and 4.0% who are 65 years of age or older. The median age is 26 years. The city has nine elementary schools, one charter high school, one high school, four head starts, one preschool, and a college extension campus, which adds a daily population of approximately 11,000 students. San Luis' sister city of San Luis Rio Colorado, Sonora, Mexico, which is immediately south of San Luis, has a population of approximately 350,000. The City of San Luis maintains over 95 miles of paved roads and about 15 miles of unpaved roads that include multiple ingress and egress travel points through the city.

Agency Problem/Attempts to Solve Problem:

SLPD had 120 DUI arrests in 2013, 112 DUI arrests in 2014, and an increase of 123 DUI arrests in 2015. In 2013, SLPD experienced 238 traffic accidents, in 2014, 261 traffic accidents, and in 2015, 311 traffic accidents. The primary collision factor in the vast majority of these accidents was determined to be unsafe speed and/or aggressive driving. Speed related injuries during this period of time increased by 54% and civil traffic citations increased by 65%. SLPD current resources are not sufficient and do not allow SLPD to target violations in high accidents areas. SLPD has identified Main Street (SR 95) and Juan Sanchez Blvd (State Route 195) as areas where more than 50% of the city's accidents occur. According to the U.S. Customs and Border Protection, the San Luis Port-of-Entry receives approximately 261,429 vehicles and 272,138 pedestrians crossing into the U.S. on a monthly basis. SLPD has been able to conduct a limited amount of DUI and speed detection details during various holidays and peak visitor seasons. These special operations conducted along with the support of other Yuma County law enforcement agencies helped reduce the number of minors under the influence, DUI violations, and reckless drivers. These numbers continue to increase yearly. SLPD has traffic enforcement units assigned to enforce traffic and impaired-driver violations, but must also operate as regular patrol units. There are three assigned motor officers that target reckless drivers and speeding vehicles, but these units must also assist patrol units on a regular basis. Without dedicated time and/or personnel, the alcohol related and aggressive driving incidents will continue to increase. During GOHS funded operations, SLPD contacted a significant number of people and reductions in violations did occur.

Agency Funding:

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

How Agency Will Solve Problem With Funding:

SLPD will conduct precise and deliberate actions to meet the objectives of this grant proposal as funding allows it. SLPD actions will be as follows:

1. Through education prior to enforcement actions and during enforcement actions along with the use of technology such as Lidar and radar units, the SLPD expects to reduce non-injury accidents in the targeted areas and reduce injury accidents in the targeted areas over the grant period.
2. SLPD will conduct radar speed enforcement in two specific areas. In the area of Main Street (Highway 95) and in the area of Juan Sanchez Blvd (State Route 195), SLPD traffic enforcement units will conduct speed violation enforcement. With increased marked unit presence and enforcement in the targeted areas, drivers will be alerted to the problem and drive responsibly.

3. SLPD officers will conduct 30 speed enforcement operations in the targeted areas before September 30th, 2017.
4. SLPD speed enforcement operations will decrease non-injury accidents by 20% from the 2015 base year average of 256 to 205 by September 30, 2017, and reduce injury accidents by 30% from the 2015 base average of 55 to 38 before September 30, 2017.
5. The SLPD will provide training to designated officers in the use of radar and Lidar.

GOALS/OBJECTIVES:

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

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

MEDIA RELEASE:

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

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

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

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

METHOD OF PROCEDURE:

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

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

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

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

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

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2016)	January 30, 2017
2nd Quarterly Report and RCI (January 1 to March 31, 2017)	April 20, 2017
3rd Quarterly Report and RCI (April 1 to June 30, 2017)	July 20, 2017
4th Quarterly Report and RCI (July 1 to September 30, 2017)	**October 15, 2017**
Final Statement of Accomplishments	**October 15, 2017**

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Craig Higgins, Chief, San Luis Police Department, shall serve as Project Director.

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

Rhonda Melancon, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

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

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

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$7,752.00
II.	Employee Related Expenses (ERE)	$2,248.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$10,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of $10,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____

Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

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

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

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

II. Reimbursement of Eligible Expenses

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

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

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

III. Property Agreement

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

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

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

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

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

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

IX. Copyrights and Patents

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

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

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

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

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

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

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

XI. Non-Discrimination

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

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

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;

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

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

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

F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:

   1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

   2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

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

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

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

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

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

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

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

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

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

E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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

G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

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

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

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

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

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

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

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

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

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

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

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

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

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

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

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

REIMBURSEMENT INSTRUCTIONS

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

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

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

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

   Federal Identification Number:_____

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

4. ***DUNS Number:***

   _____
   (DUNS #)

   _____
   (Registered Address & Zip Code)

Restriction on State Lobbying

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Signature of Project Director:

Craig Higgins, Chief
San Luis Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Tadeo A. De La Hoya, Interim City Manager
City of San Luis

_____

_____
Date Telephone

AUTHORITY & FUNDS

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

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

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

   B. FEDERAL FUNDS: **$10,000.00**

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

_____ _____

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

Approval Date

CONTRACT

FOR

Overtime and Employee Related Expenses for STEP from GOHS

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 foregoing 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 26th day of October, 2016.

_____

Kay Marion Macuil
San Luis City Attorney

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Craig Higgins
San Luis Police Department
P.O. Box 3720
San Luis, AZ 85349

PROJECT REFERENCE:
Contract Number: 2017-II-013
Total Estimated Costs: $10,000.00
Purpose of Project: DUI/Impaired Driving Enforcement

Dear Chief Higgins:

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

Please complete the following steps:

1. Please review the entire contract as there have been **significant changes** throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 22) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Tadeo A. De La Hoya, Interim City Manager, City of San Luis, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 1700 W. Washington St., Suite 430, Phoenix, Arizona 85007

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-26-16
Date

Enclosures
AG: RM

GOVERNOR'S OFFICE OF HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

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

		CFDA 20.616
1.	**APPLICANT AGENCY** San Luis Police Department	**GOHS CONTRACT NUMBER:** **2017-II-013**
	ADDRESS P.O. Box 3720, San Luis, AZ 85349	**PROGRAM AREA:** **405d**
2.	**GOVERNMENTAL UNIT** City of San Luis	**AGENCY CONTACT:** Andrea Moreno
	ADDRESS P.O. Box 1170, San Luis, AZ, 85349	**3. PROJECT TITLE:** DUI/Impaired Driving Enforcement
4.	**GUIDELINES:** 405d—II/Ignition Interlock	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of San Luis.

6.	**BUDGET COST CATEGORY**	**Project Period FFY 2017**
I.	**Personnel Services**	$7,752.00
II.	**Employee Related Expenses**	$2,248.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$10,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2017
CURRENT GRANT PERIOD	**FROM:** 10-01-2016	**TO:** 09-30-2017

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $10,000.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

The San Luis Police Department (SLPD) consists of thirty-five (35) sworn officers complemented by twenty-two (22) civilian personnel. According to the 2014 Census estimation, the population of San Luis is approximately 32,000. The jurisdiction demographics are as follows: 35.6% under the age of 18, 12.9% from 18 to 24, 34.1% from 25 to 44, 13.4% from 45 to 64, and 4.0% who are 65 years of age or older. The median age is 26 years. The city has nine elementary schools, one charter high school, one high school, four head starts, one preschool, and a college extension campus, which adds a daily population of approximately 11,000 students. San Luis' sister city of San Luis Rio Colorado, Sonora, Mexico, which is immediately south of San Luis, has a population of approximately 350,000. The City of San Luis maintains over 95 miles of paved roads and about 15 miles of unpaved roads that include multiple ingress and egress travel points through the city.

Agency Problem/Attempts to Solve Problem:

SLPD had 120 DUI arrests in 2013, 112 DUI arrests in 2014, and an increase of 123 DUI arrests in 2015. In 2013, SLPD experienced 238 traffic accidents, in 2014, 261 traffic accidents, and in 2015, 311 traffic accidents. The primary collision factor in the vast majority of these accidents was determined to be unsafe speed and/or aggressive driving. Speed related injuries during this period of time increased by 54% and civil traffic citations increased by 65%. SLPD current resources are not sufficient and do not allow SLPD to target violations in high accidents areas. SLPD has identified Main Street (SR 95) and Juan Sanchez Blvd (State Route 195) as areas where more than 50% of the city's accidents occur. According to the U.S. Customs and Border Protection, the San Luis Port-of-Entry receives approximately 261,429 vehicles and 272,138 pedestrians crossing into the U.S. on a monthly basis. The legal drinking age in Mexico is 18 years of age in contrast to the legal limit for consumption in the U.S. This draws the attention of underage drinkers from the City of San Luis and other surrounding communities. This significantly increases the use of alcohol by drivers and underage minors. The SLPD lacks availability of funds to be used in overtime expenses to conduct details that will reduce DUI incidents and traffic violations. SLPD has been able to conduct a limited amount of DUI and speed detection details during various holidays and peak visitor seasons. These special operations conducted along with the support of other Yuma County law enforcement agencies helped reduce the number of minors under the influence, DUI violations, and reckless drivers. These numbers continue to increase yearly. SLPD has traffic enforcement units assigned to enforce traffic and impaired-driver violations, but must also operate as regular patrol units. There are three assigned motor officers that target reckless drivers and speeding vehicles, but these units must also assist patrol units on a regular basis. Without dedicated time and/or personnel, the alcohol related and aggressive driving incidents will continue to increase. During GOHS funded operations, SLPD contacted a significant number of people and reductions in violations did occur.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of San Luis.

How Agency Will Solve Problem With Funding:

SLPD will conduct precise and deliberate actions to meet the objectives of this grant proposal as funding allows. SLPD actions will be as follows:

1. SLPD will increase the awareness of the penalties and consequences of driving under the influence to reduce the problem in this jurisdiction. It is imperative to target all citizens by having police presence

during special operations and targeting the young group by disseminating information on the department's website. Use local media to do PSA's regarding DUI education and enforcement.

2. SLPD staff will attend parent organization meetings (PTO) at the local schools and attend functions at the Arizona Western College campus to educate and disseminate anti-DUI leaflets. This will help address the growing problem with underage drinkers returning from Mexico on the weekends. SLPD officers will attend 9 PTO meetings and discuss underage drinking. SLPD officers will visit the Arizona Western College Campus and discuss the dangers of drinking and driving 3 times before September 30 2017.

3. SLPD will conduct grant funded DUI enforcement operations Thursday through Saturday and holiday weekends. This will address the increased DUI trend involving high school, college, and underage drinkers during peak hours and days of the week. In addition, increased visibly marked units will display a strong law enforcement presence in the areas most traveled by DUI drivers. Through grant funded deployments, the SLPD will increase DUI apprehensions and decrease DUI related accidents.

4. SLPD officers will conduct 35 DUI enforcement operations before September 30 2017 to include designated holiday weekends before September 30 2017.

5. SLPD officers will increase DUI arrests 25% above 2015 base year average of 123 to 154 by September 30, 2017.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of San Luis.

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

MEDIA RELEASE:

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

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

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

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

METHOD OF PROCEDURE:

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

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

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

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

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

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2016)	January 30, 2017
2nd Quarterly Report and RCI (January 1 to March 31, 2017)	April 20, 2017
3rd Quarterly Report and RCI (April 1 to June 30, 2017)	July 20, 2017
4th Quarterly Report and RCI (July 1 to September 30, 2017)	**October 15, 2017**
Final Statement of Accomplishments	**October 15, 2017**

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Craig Higgins, Chief, San Luis Police Department, shall serve as Project Director.

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

Rhonda Melancon, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

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

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

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$7,752.00
II.	Employee Related Expenses (ERE)	$2,248.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$10,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of $10,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____

Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

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

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

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

II. Reimbursement of Eligible Expenses

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

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

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

III. Property Agreement

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

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

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

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

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

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

IX. Copyrights and Patents

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

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

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

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

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

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

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

XI. Non-Discrimination

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

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

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

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

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

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

F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

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

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

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

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

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

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

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

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

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

E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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

G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

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

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

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

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

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

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

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

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

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

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

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

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

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

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

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

REIMBURSEMENT INSTRUCTIONS

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

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

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

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

   Federal Identification Number:_____

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

4. ***DUNS Number:***

   _____
   (DUNS #)

   _____
   (Registered Address & Zip Code)

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405d, as approved for by the National Highway Traffic Safety Administration.

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

   B. FEDERAL FUNDS: **$10,000.00**

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

_____ _____

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

Approval Date

CONTRACT

FOR

Overtime and Employee Related Expenses for DUI from GOHS

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 foregoing 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 26th day of October, 2016.

_____

Kay Marion Macuil
San Luis City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.A.**

Meeting Date: 10/26/2016

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the authorization to purchase the Public Safety Answering Point for the Communications Division from Century Link. **(Andrea Moreno, Police Administrator)**

SUMMARY:

Currently the only Public Safety Answering Point (PSAP) in the Southern portion of Yuma County is located in the City of Somerton. The PSAP is monitored and answered by the Somerton Police Department Dispatch Center. The PSAP was assigned there over twenty (20) years ago when the City of San Luis had a much smaller area and population. As a result, any 9-1-1 calls originating from the area of the City of San Luis are directed to the City of Somerton Police Dispatch Center or the Yuma County Sheriff's Communications Center.

Once the Somerton Dispatcher or Yuma County Sheriff's Office (YCSO) determines the caller needs assistance in the City of San Luis, the 9-1-1 caller is placed on hold. The Somerton Police Dispatch or YCSO Dispatch calls our Dispatch Center over the radio and notifies the San Luis Police Department (SLPD) that the PSAP will be transferring a 9-1-1 call to SLPD along with a short synopsis of the call. This process wastes a great amount of valuable time, and crucial information is occasionally lost during the transfer of the emergency call to our agency. There are many benefits that will be provided to our residents by SLPD with the implementation of this system. The dispatcher will not only be able to obtain the crucial 9-1-1 information immediately through the direct contact with the caller, the dispatcher will also be able to trace the call using Global Positioning System (GPS) if the address cannot be provided at the time. Instant playback of the call allows the recorded call to be listened to instantly, in the event that crucial information was missed. With this system in our Dispatch Center, the City's emergency services can respond rapidly, efficiently, and with accurate information. The vast majority of 9-1-1 calls received by the Somerton PSAP are calls originating from the City of San Luis. Both the San Luis Fire and Police Departments have long known of our need to have our own PSAP in San Luis. Until recently the cost of hosting our own PSAP was cost prohibitive. The City was quoted a cost around $300,000.00 to install and maintain the PSAP 9-1-1 system. Though the City of San Luis could not afford the high cost of the system, the City has already demonstrated the need for the service. With over 35,000 calls for service and 9,000 9-1-1 calls, the City's 9-1-1 call volume far exceeds the minimum call volume required by the state in order to have our own system. The State of Arizona currently lacks the funding to establish new PSAP's. This is not to say that funding may not be available in the future. As new technology becomes less expensive, the state could possibly make funding available to assist new PSAP's to cover the annual costs.

Recently, the Area PSAP Coordinator notified us of a change in the fee structure of the system which would allow the City of San Luis to have a PSAP. The cost of a new PSAP has been reduced to $2,000.00 per station, per month. The City would be required to convert three dispatch stations to PSAP's. In addition, there is a one-time installation cost of $10,727.00. The total cost to the City of San Luis would be a one-time cost of $10,727.00 for the installation, and an on-going annual cost of

$72,000.00 with a minimum 5 year maintenance contract, which is standard.

The Police Department is requesting authorization to purchase the one-time installation cost of **$10,727.00** and first year annual maintenance cost of **$72,000.00** for three PSAP stations. The $10,727.00 would be an “up front” cost, while the annual cost would be paid after installation. The ordering of the equipment, installation and training usually takes about 90 days. This purchase complies with Section 36.01 (G), of the San Luis City Purchasing Code for state contracts based on Arizona State Contract ADSPO14-079526.

The $72,000.00 price is a significant savings from the previously quoted costs of almost $300,000.00. Seconds after receiving an emergency call, with the caller still providing information, life-saving assistance can be en-route to the emergency. Our dispatchers are truly the first responders in any emergency situation. Adequate equipment is necessary to offer clear communication, immediate response, and provide better service to our residents. Dispatchers rely on visual information from their computer-aided dispatch screens and audible information from telephones and radios. This requires high quality and reliable equipment to provide the best service possible. Not having this crucial system could possibly compromise the lives of our citizens and adversely impact the City.

This purchase complies with the San Luis Purchasing Code Section 36.02, Exclusive Services, because only Century Link provides this service. At the time of publishing of the Agenda, the City Attorney was working with Century Link to negotiate the terms of the contract. The City Attorney will provide the contract when it is finalized.

RECOMMENDATION / SUGGESTED MOTION:

A SUGGESTED MOTION WILL BE PROVIDED BY THE CITY ATTORNEY AT THE TIME OF THE COUNCIL MEETING

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$72,000.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	100-181-80000 Contractual Services /$127,900.00

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

The San Luis Police Department has budgeted in their contractual services account $72,000.00 for the PSAP this fiscal year for the monthly $6,000.00 charge. The San Luis Fire Department will be paying the one-time installation cost of $10,727.00 from their contractual services account.

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$10,727.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	N/A

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: 340-341-80000 Ambulance Contractual Services / $160,750.00

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

The San Luis Fire Department has budgeted in their contractual services account $10,727.00 for the one-time installation cost for the PSAP.

Attachments

quote

Master Blanket PO ADSPO14-079526

CENTURYLINK ENGINEERING QUOTE (CPE)

CenturyLink™
Stronger Connected™

CUSTOMER: City of San Luis
DESCRIPTION: E911 City of San Luis NG Managed Services
QUOTE No.: 53154641
VALID UNTIL: 12/1/2016
ENGINEER: Stephen Doyle
ACCT MGR: Carlos Simmonds

CENTURYLINK MANAGED NG9-1-1 ESINET BUNDLE OFFER QUOTE

	PART NAME / DESCRIPTION	MFG P/N	QTY	MRC	NRC	TERM (Months)	TYPE	CUST PRICE (Ext)
Non-Recurring Charges								
	One Time PSAP Implementation Fee	1XCHARGE	1		$10,727.00		HW	$10,727.00
Monthly Recurring Charges								
	AZ NG9-1-1 Managed Services - Network	NGR1X	3	$800.00		60	Support	$144,000.00
	AZ NG9-1-1 Managed Services - CPE	AE9XP	3	$1,200.00		60	Support	$216,000.00
TOTAL PRICE: EQUIPMENT (HARDWARE, SOFTWARE, LICENSING)								**$10,727.00**
TOTAL PRICE: SUPPORT								**$360,000.00**
TOTAL PRICE: FREIGHT								**$0.00**
GRAND TOTAL								**$370,727.00**

Note: Changes to configuration may result in pricing changes. This quote also excludes any applicable sales tax, which will be added to the invoice.

Customer Signature: _____

Job Title: _____

Date: _____

CenturyLink Signature: _____

Job Title: _____

Date: _____

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Arizona's Procurement Solution

Master Blanket Purchase Order ADSPO14-079526

Header Information

Purchase Order Number:	ADSPO14-079526	**Release Number:**	0	**Short Description:**	E911 Public Safety Answering Point (PSAP) System
Status:	3PS - Sent	**Purchaser:**	Charlotte Righetti, CPPB	**Receipt Method:**	Quantity
Fiscal Year:	2015	**PO Type:**	Blanket	**Minor Status:**	
Organization:	State of Arizona				
Department:	ADSPO - State Procurement Office	**Location:**	SPO - State Procurement Office	**Type Code:**	Statewide
Alternate ID:		**Entered Date:**	08/28/2014 01:43:38 PM	**Control Code:**	
Days ARO:	0	**Retainage %:**	0.00%	**Discount %:**	0.00%
Print Dest Detail:	If Different				
Catalog ID:		**Release Type:**	Direct Release	**Pcard Enabled:**	No
Contact Instructions:	Charlotte Righetti 602-542-9127 or charlotte.righetti@azdoa.gov	**Tax Rate:**		**Actual Cost:**	$200.00
Master Blanket/Contract End Date (Maximum):	08/31/2019 05:00:00 PM				
Project No.:					
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Coop Spend To Date:					
Commodity Reference Id:					
PO External Doc Type:					
Agency Attachments:	Contract Document Approved Exceptions - CenturyLink CenturyLink Offer Documents Award and Evaluation Documents A1 Current Insurance A2 Performance Bond A3				
Vendor Attachments:					
Agency Attachment Forms:					
Vendor Attachment Forms:					

Primary Vendor Information & PO Terms

Vendor:

000006040 - CENTURYLINK d/b/a QWEST COMMUNICATIONS CORP
Chad Colby
20 E Thomas Rd, 4th Floor
Phoenix, AZ 85213
US
Email: chad.colby@centurylink.com
Phone: (602)512-2529
FAX: (602)279-5250
Alt. Reference: Z0001

Payment Terms: Net 30

Shipping Method: Best Way

Shipping Terms: F.O.B., Destination

Freight Terms: Freight Prepaid and Charged Back

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to chrisha.elmer@centurylink.com at 08/29/2014 09:55:12 AM	08/29/2014 10:15:06 AM
Change Order 1	Emailed to chrisha.elmer@centurylink.com at 07/09/2015 03:14:55 PM	07/10/2015 09:23:39 AM
Change Order 2	Emailed to chrisha.elmer@centurylink.com at 09/01/2015 02:32:35 PM	
Change Order 3	Emailed to chrisha.elmer@centurylink.com at 09/11/2015 12:30:16 PM	09/24/2015 04:02:57 PM
Change Order 4	Emailed to chrisha.elmer@centurylink.com at 10/02/2015 03:53:33 PM	10/02/2015 02:44:15 PM
Change Order 5	Emailed to chrisha.elmer@centurylink.com at 07/27/2016 03:35:42 PM	08/02/2016 09:02:15 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000006040	PZ000006040	CENTURYLINK d/b/a QWEST COMMUNICATIONS CORP	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 09/01/2014 **Master Blanket/Contract End Date:** 08/31/2017

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	$0.00	$8,497.00	$0.00

Item Information

1-5 of 6
1 2

Print Sequence # 1.0, Item # 1: Hardware Pricing. 16.02% off Cassidian. 3PS - Sent

NIGP Code: 990-31
Dispatching Services, To Include Fire, Police and Medical Services

Bid # / Bid Item #: ADSPO14-00003591 / 1 Quote # / Quote Item #: 000027173-R1 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

Print Sequence # 2.0, Item # 4: Hardware Pricing. 25.70% off Intrado. 3PS - Sent

NIGP Code: 990-31
Dispatching Services, To Include Fire, Police and Medical Services

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:
Make: Packaging:
Project No.:
Building Code:
Cost Code:
Property Number:

Print Sequence # 3.0, Item # 5: Hardware Pricing. 9% off Exempt Materials. 3PS - Sent

NIGP Code: 990-31
Dispatching Services, To Include Fire, Police and Medical Services

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:
Make: Packaging:
Project No.:
Building Code:
Cost Code:
Property Number:

Print Sequence # 4.0, Item # 6: Hardware Pricing. 9% off ECaTS. 3PS - Sent

NIGP Code: 990-31
Dispatching Services, To Include Fire, Police and Medical Services

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:
Make: Packaging:
Project No.:
Building Code:
Cost Code:
Property Number:

Print Sequence # 5.0, Item # 2: Turnkey Installation, hourly rate. 3PS - Sent

NIGP Code: 990-31
Dispatching Services, To Include Fire, Police and Medical Services

Bid # / Bid Item #: ADSPO14-00003591 / 2 Quote # / Quote Item #: 000027173-R1 / 2

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	$100.00	HR - Hour	0.00	$0.00		$0.00	$100.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

1-5 of 6
1 2

Exit

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Master Blanket Purchase Order ADSPO14-079526

Header Information

Purchase Order Number:	ADSPO14-079526	**Release Number:**	0	**Short Description:**	E911 Public Safety Answering Point (PSAP) System
Status:	3PS - Sent	**Purchaser:**	Charlotte Righetti, CPPB	**Receipt Method:**	Quantity
Fiscal Year:	2015	**PO Type:**	Blanket	**Minor Status:**	
Organization:	State of Arizona				
Department:	ADSPO - State Procurement Office	**Location:**	SPO - State Procurement Office	**Type Code:**	Statewide
Alternate ID:		**Entered Date:**	08/28/2014 01:43:38 PM	**Control Code:**	
Days ARO:	0	**Retainage %:**	0.00%	**Discount %:**	0.00%
Print Dest Detail:	If Different				
Catalog ID:		**Release Type:**	Direct Release	**Pcard Enabled:**	No
Contact Instructions:	Charlotte Righetti 602-542-9127 or charlotte.righetti@azdoa.gov	**Tax Rate:**		**Actual Cost:**	$200.00
Master Blanket/Contract End Date (Maximum):	08/31/2019 05:00:00 PM				
Project No.:					
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Coop Spend To Date:					
Commodity Reference Id:					
PO External Doc Type:					
Agency Attachments:	Contract Document Approved Exceptions - CenturyLink CenturyLink Offer Documents Award and Evaluation Documents A1 Current Insurance A2 Performance Bond A3				
Vendor Attachments:					
Agency Attachment Forms:					
Vendor Attachment Forms:					

Primary Vendor Information & PO Terms

Vendor:

000006040 - CENTURYLINK d/b/a QWEST COMMUNICATIONS CORP
Chad Colby
20 E Thomas Rd, 4th Floor
Phoenix, AZ 85213
US
Email: chad.colby@centurylink.com
Phone: (602)512-2529
FAX: (602)279-5250
Alt. Reference: Z0001

Payment Terms: Net 30

Shipping Method: Best Way

Shipping Terms: F.O.B., Destination

Freight Terms: Freight Prepaid and Charged Back

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to chrisha.elmer@centurylink.com at 08/29/2014 09:55:12 AM	08/29/2014 10:15:06 AM
Change Order 1	Emailed to chrisha.elmer@centurylink.com at 07/09/2015 03:14:55 PM	07/10/2015 09:23:39 AM
Change Order 2	Emailed to chrisha.elmer@centurylink.com at 09/01/2015 02:32:35 PM	
Change Order 3	Emailed to chrisha.elmer@centurylink.com at 09/11/2015 12:30:16 PM	09/24/2015 04:02:57 PM
Change Order 4	Emailed to chrisha.elmer@centurylink.com at 10/02/2015 03:53:33 PM	10/02/2015 02:44:15 PM
Change Order 5	Emailed to chrisha.elmer@centurylink.com at 07/27/2016 03:35:42 PM	08/02/2016 09:02:15 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000006040	PZ000006040	CENTURYLINK d/b/a QWEST COMMUNICATIONS CORP	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 09/01/2014 **Master Blanket/Contract End Date:** 08/31/2017

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	$0.00	$8,497.00	$0.00

Item Information

6-6 of 6
1 2

Print Sequence # 6.0, Item # 3: Maintenance Labor when no maintenance agreement is in place, hourly rate. 3PS - Sent

NIGP Code: 990-31
Dispatching Services, To Include Fire, Police and Medical Services

Bid # / Bid Item #: ADSPO14-00003591 / 3 Quote # / Quote Item #: 000027173-R1 / 3

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	$100.00	HR - Hour	0.00	$0.00		$0.00	$100.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

6-6 of 6
1 2

Exit

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AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.B.**

Meeting Date: 10/26/2016

Department Head: Craig Higgins, Chief of Police, Police Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of Brazos eCitation Solution Software from Tyler Technologies for the San Luis Police Department. **(Andrea Moreno, Police Administrator)**

SUMMARY:

Background

Since 2008, the City of San Luis has been a member of the Yuma Regional Communications System (YRCS). YRCS was formed in 2005 through an Inter-Governmental Agreement (IGA) between the City of Yuma and the Yuma County Sheriff's Office for the procurement/lease, maintenance, operation and use of a 800/700 Megahertz Trunked Radio System and started providing operable and interoperable radio communications between various public safety agencies within Yuma County. The IGA allowed for other cities to participate on the system as members. In 2011, the IGA was modified to include the oversight and management of the Yuma County 911 Program and to create a Regional Public Safety Computer Aided Dispatch/Records/Jail Management Data System (CAD/RMS/Jail) under YRCS. The City of San Luis Fire and Police Departments went live on the Regional CAD/RMS/Jail data system in August 2013 allowing for information sharing between all YRCS member agencies, increasing First Responder Safety, mobile field reporting, mobile messaging, automatic vehicle location, and multi-jurisdictional record keeping.

The Software

The San Luis Police Department (SLPD) is one of the YRCS member agencies in south Yuma County that has decided to purchase the Tyler Technologies Brazos e-Citation Software solution for the department. The solution will replace our existing APS Ticketing standalone solution that does not interface into the Regional CAD/RMS/Jail used by our police department. Rather than officers writing citations by hand which then requires re-entry into CAD/RMS/Jail, this software provides the officers a beginning to end electronic citation solution. Brazos provides officers the ability to enter citation information directly into their existing handheld electronic devices currently in the SLPD inventory. This information is then automatically uploaded into the court's records system as well as the CAD/RMS/Jail data system used by Police.The benefits of SLPD having this e-Citation solution are reduction of time officers spend during their traffic stops making them more available, increase of safety to the officers out in the field, elimination of double data entry into the CAD/RMS/Jail allowing records personnel more time for other tasks, reduction of data entry errors and reduction of total cost of processing citations.

Funding and Purchase of the Software

SLPD will be using its Yuma County Anti-Racketeering Fund with a total investment in software, setup, training and installation cost of **$29,912.00.** After the first year of use there will be an annual recurring fee of **$5,220.00** that the department will be budgeting each fiscal year on its Software Support account 100-181-70040. The IGA allows a member of YRCS to leverage any existing contracts in place for the purchase of software, hardware and services for any of the three lines of business it supports. SLPD will be purchasing the software through an amendment for these new services to the existing City of Yuma and Tyler Technologies contract for a CAD/RMS/Jail Public Safety Data System dated June 2010 using City of San Luis Purchasing Code Section 36.09, Cooperative Purchasing.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT TO PURCHASE AND INSTALL THE BRAZOS eCITATION SOLUTION SOFTWARE FROM TYLER TECHNOLOGIES IN THE AMOUNT OF $29,912.00.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State
TOTAL:	$29,912.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	250-90100.101 Capital Outlay - Federally Forfeited Property / $90,000.00

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

The SLPD will be using its forfeited funds from the Yuma County Attorney's Office to purchase this software in the amount of $29,912.00 which will be a one time installation cost. After the first year, the SLPD will be budgeting the recurring cost of $5,220.00 in their Software Support account 100-181-70040.

Attachments

Yuma Agreement
Amendment
Quote
Product Sheet
YRCS - IGA

New World Systems®
The Public Sector Software Company

STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

June 3, 2010

This *Standard Software License and Services Agreement* which includes the attached Exhibits ("this **Agreement**") is between **New World Systems® Corporation** ("**New World**"), a Michigan Corporation and **City of Yuma, Arizona** ("**Customer**"). This **Agreement** sets forth the terms and conditions under which **New World** will furnish the Licensed Products and will provide certain services described herein to **Customer**.
The attached Exhibits include:

Exhibit AA	**TOTAL COST SUMMARY AND PAYMENT SCHEDULE**
Exhibit A	**LICENSED STANDARD SOFTWARE AND FEES**
Exhibit B	**IMPLEMENTATION AND TRAINING SUPPORT SERVICES**
Exhibit B1	**OPTIONAL IMPLEMENTATION AND TRAINING SUPPORT SERVICES**
Exhibit C	**STANDARD SOFTWARE MAINTENANCE AGREEMENT**
Exhibit D	**NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**
Exhibit E	**DEMONSTRATION SITE DISCOUNT**
Exhibit F	**DATA FILE CONVERSION ASSISTANCE**
Exhibit F1	**OPTIONAL DATA FILE CONVERSION ASSISTANCE**
Exhibit G	**CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**
Exhibit G1	**OPTIONAL CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**
Exhibit H	**ACCEPTANCE TESTING**
Exhibit I	**INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CUSTOMER'S RFP SOFTWARE SPECIFICATIONS, CUSTOMER'S RFP AND ALL ADDENDA**
Exhibit J	**ESCROW OF SOFTWARE SOURCE CODE**
Exhibit K	**STATEMENT OF WORK**
Exhibit L	**NEW WORLD TRAVEL POLICY**
Exhibit M	**SAMPLE INSURANCE CERTIFICATE**
Exhibit N	**DEMONSTRATION SITE CONFIDENTIALITY AGREEMENT**
Appendix 1	**AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES**

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: Larry D. Leinweber
Larry D. Leinweber, President

Date: 06-04-10

CITY OF YUMA, ARIZONA
(Customer)

By:
Gregory K. Wilkinson, City Administrator

ATTEST
By:
Lynda L. Bushong, City Clerk

Date: June 3, 2010

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

I. DEFINITIONS

The following terms as defined below are used throughout this **Agreement**:

1. ***"Authorized Copies":***
   Except as provided in Section II, subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
   (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this **Agreement**; and
   (ii) any additional copies made by **Customer** as authorized in Section II, subparagraph 1.2.
2. ***"An Authorized User/Workstation":***
   Subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Designated System and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software**.**
3. ***"Confidential Information"***:
   "Confidential Information" shall mean any confidential and Proprietary Information, data, or Trade Secrets (in whatever form or media) of **New World** which is of a special and unique nature and has tangible or intangible value including without limitation all non-public information pertaining to the deliverables and information concerning or related to the business of **New World** that could be used as a competitive advantage by competitors if revealed or disclosed to such competitors or to persons revealing or disclosing same to such competitors; provided however, that Confidential Information shall not include any information which **Customer** can prove was or became generally known or available to the public (other than by reason of any violation by **Customer** or any other person of any written or other obligation of confidence). Confidential information as used herein may be subject to disclosure pursuant to Arizona public records laws.
4. ***"Customer Liaison":***
   A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this **Agreement**. Within ten (10) days of the Effective Date, **Customer** shall notify **New World** of the name of the Customer Liaison.
5. ***"Delivery of Licensed Standard Software":***
   Licensed Standard Software will be delivered in a machine readable form to Customer via an agreed upon network connection, or on appropriate media if requested, as soon as such software is available after the Effective Date.
6. ***"Designated System":***
   Designated System means the computer and hardware operating system which meet or exceed the minimum specifications set forth by **New World** in the Proposal. It also includes production environments, testing environments and virtualized servers created for backup or disaster recovery across all agencies that participate in the Yuma Regional Communication System (YRCS) consortium. **New World** may audit the Designated System to ensure compliance with the licenses granted under this **Agreement.**
7. ***"Development Software":***
   Standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software when available.
8. ***"Hourly Rate":***
   As described in this **Agreement**, **New World** shall provide services to **Customer** at the rate of $150/hour. The hourly rate is protected for 24 months after the Effective Date, at which time the hourly rate shall be the rate negotiated between the parties.
9. ***"Installation of Licensed Standard Software":***
   Installation of the Licensed Standard Software shall be deemed to occur upon the earlier of:
   (a) the transfer or loading of the Licensed Standard Software onto a **Customer** server or computer, or
   (b) thirty (30) days after delivery of the Licensed Standard Software.
10. ***"Licensed Custom Software":***
    Any software (programs or portions of programs) developed by **New World** specifically for **Customer's** own use.
11. ***"Licensed Documentation":***
    New World User Manuals which includes the current specifications for the Licensed Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
12. ***"Licensed Products":***
    The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
13. ***"Licensed Software":***
    The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.
14. ***"Licensed Standard Software":***
    The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit A.
15. ***"Proprietary Information":***
    "Proprietary Information" means Trade Secrets and Confidential Information.
16. ***"Standard Software Maintenance Agreement (SSMA)":***
    The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
17. ***"Trade Secrets":***
    "Trade Secrets" shall have the meaning assigned thereto in Arizona Revised Statues Section 44-401, as amended from time to time.
18. ***"Travel Expenses":***
    All actual, reasonable travel expenses incurred by **New World** for trips relating to this project, including airfare, rental car, lodging, mileage, and daily per diem expenses only, as described and allowed in Exhibit L.
19. ***"Travel Time":***
    Actual **New World** employee travel time billed at the Hourly Rate up to, but not exceeding, four (4) hours per round trip relating to this project.

20. ***"Upgrades":***
Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this **Agreement** and released after the execution of this **Agreement**.

II. GENERAL TERMS AND CONDITIONS

1.0 SINGLE USE LICENSE

1.1 **New World** grants **Customer** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Designated System and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Designated System and only on authorized workstations. **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. If **Customer** fails to pay the applicable license fees for any module specified in Exhibit A, then **Customer** shall forfeit the right and license to use said module. If **Customer** fails to pay the applicable fees for any Enhancement/Modification and/or Custom module changes specified in Exhibit G1, then **Customer** shall forfeit the right and license to use said Enhancement/Modification and/or Custom module changes. Upon payment of the applicable license fee for any Licensed Software, **Customer** shall obtain a perpetual license to use said Licensed Software.

1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make back-up copies of each application of the Licensed Software and of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:

(i) Program libraries, either source or object code;
(ii) Operating control language;
(iii) Test data provided by **New World**, sample files, or file layouts;
(iv) Program listings; and
(v) Licensed Documentation.

1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

1.4 **Customer** shall have the right to use the Licensed Documentation as reasonably necessary for its internal use in connection with the **New World** Software license granted pursuant to this **Agreement**.

2.0 OWNERSHIP

2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.

2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **Customer's** organization.

3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

3.1 **New World** provides software correction service and maintenance for the Licensed Software during the term of **Customer's** SSMA. See Exhibit C for a description of the SSMA start date and term, the services available and the applicable fees and procedures.

4.0 WARRANTIES

4.1 **New World** warrants, for Customer's benefit only, that the Licensed Software will perform as specified in its user manuals based on the then-current release of the Licensed Software.

4.2 **New World** warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to **Customer** the Licensed Software provided hereunder and that use of the Licensed Software by **Customer** will not infringe any third party's intellectual rights.

4.3 **New World** warrants, for **Customer's** benefit only, that the Licensed Software does not contain any disabling code designed to prohibit **Customer's** use of the Licensed Software as granted by this **Agreement.**

4.4 **New World** warrants that the Licensed Software will provide the capabilities described in **New World's** Response to the **Customer's** RFP Software Specifications as described in Exhibit I.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, **NEW WORLD** EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5.0 INSTALLATION AND TRAINING SUPPORT SERVICES

5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **Customer** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

6.0 IMPLEMENTATION RESPONSIBILITIES

The successful implementation of the Licensed Products into **Customer's** environment requires **Customer** and **New World's** commitment to and cooperation in the implementation process. Accordingly, the parties hereby agree to the following:

6.1 **Customer** understands that the Licensed Software is designed to run in a specified operating environment as recommended and approved by **New World** which includes hardware, software and related equipment not provided by **New World**. **Customer** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

6.2 **Customer** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.

6.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison for reasons beyond its control, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

(i) provide timely answers to **New World's** requests for information;

(ii) coordinate a mutually agreeable implementation and training schedule;

(iii) have authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;

(iv) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.

6.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

6.5 **Customer** shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in **Customer's** environment is **Customer's** sole responsibility.

6.6 **New World** has designed the Licensed Software to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**. **New World** is responsible for assuring that recommended specifications for the appropriate hardware equipment, related components and all cabling are provided to **Customer** in a timely manner and all such specifications are current.

6.7 **New World** agrees to provide the project management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in **New World's** organization, **New World's** operations and/or after changes in **New World's** internal policies or procedures which directly affect the software implementation.

6.8 **New World** shall assign an upper level employee to serve as the **New World** Project Manager (PM) for the duration of the Licensed Software implementation. If **New World** must replace the **New World** PM for reasons beyond its control, **New World** will assign a new **New World** PM as soon as reasonably possible. **Customer** is not responsible for any delay caused directly or indirectly by the reassignment of the **New World** PM. In addition to other duties and responsibilities, the **New World** PM shall:

(i) provide timely answers to **Customer's** requests for information;

(ii) develop a mutually agreeable implementation and training schedule;

(iii) identify the appropriate person at **New World** who has authority to sign for and obligate **New World** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;

(iv) in situations where **New World** participation is required, provide timely input for systems definition, detail design, and use of the software system.

6.9 **New World** shall provide qualified personnel with sufficient backup to provide training to use the Licensed Software and assist **Customer** in interpreting the output.

6.10 **New World** shall provide qualified personnel with sufficient backup to provide installation services for the Licensed Software.

6.11 At **Customer's** direction and expense, **New World** employees shall submit to fingerprint based criminal background checks prior to performing work at **Customer's** facility.

7.0 BILLING AND CHANGES TO SCOPE OF SERVICES

7.1 The attached Exhibit AA sets forth the manner in which fees and payments are made to **New World** under this **Agreement**. **New World** shall present an invoice, in duplicate, for services rendered to the address below. The billing shall be at the contracted price. The billing shall contain, if applicable, adjustment for additions, deletions, or changes in service and credit for services charged but not performed. The **Customer** will pay the billed amount, but no sooner than thirty (30) days after receipt of an approved invoice. Past due amounts if applied, are subject to a service charge of 1.5% per month, which charge **Customer** agrees to pay. The **Customer** is not liable for delays in payment caused by failure of **New World** to send invoice to the address specified below or by **New World** detailed billing.

MAIL INVOICE TO:
Information Technology Services
Attention: ITS Director
One City Plaza
P.O. Box 13013
Yuma, AZ 85366-3013

7.2 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

7.3 To the extent **Customer** imposes additional requirements on **New World** for services other than those expressly provided in this **Agreement**, **New World** retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, **New World** will notify **Customer** in writing that requested services are subject to additional charge(s) and will provide estimated cost of such service. **New World** will not proceed with additional requirements unless approved in writing by the **Customer**. **New World** will bill **Customer** for approved services rendered.

7.4 If **Customer** wishes to add additional authorized workstations or Licensed Software, **Customer** shall submit request in writing to **New World. Customer** agrees to pay the additional License fees at the current contract amount or current software prices in effect, as agreed to by the parties. SSMA fees shall be increased according to the additional Licensed Software fees on the next annual billing date after the additional workstations and/or Licensed Software is added, or as specified in the future contract. With said payments, the license provided in Section II, Paragraph 1.0 permits **Customer's** use of the Licensed Software for the specified workstations.

7.5 **Customer** shall notify **New World** in writing if additional authorized workstations need to be added to access the Licensed Software. **Customer** shall pay for the additional authorized licenses as indicated in this section.

7.6 **New World** must obtain prior written approval from the **Customer** Liaison or his/her designee for any change in the scope of work that materially increases or decreases the cost of contract.

7.7 **Customer** will not accept any claim for extra work or materials furnished unless **New World** receives prior written authorization from **Customer**. All work or materials furnished without prior written authorization are at **New World's** own risk and expense. **Customer** will not accept or pay claims for unauthorized work or materials.

8.0 NON-RECRUITMENT OF PERSONNEL

8.1 Except as otherwise provided by law, during the term of the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit current employees of the other without the other's prior written consent. Participation on **New World** Advisory Boards, User Groups or Committees does not constitute solicitation of current employees.

9.0 CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT

9.1 Subject to the requirements of the Freedom of Information Act (FOIA), the Arizona public records laws, and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of Confidential Information.

9.2 Except as otherwise described herein, **Customer** agrees that, at all times during time of this **Agreement** is effective, and except to the extent that political subdivisions of the State of Arizona and federal agencies may be subject to disclosure under the Arizona public records laws and the Freedom of Information Act, and

(i) with respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer** (see Exhibit D);

(ii) With respect to all Proprietary Information constituting Trade Secrets, for so long thereafter as such Proprietary Information continues to constitute Trade Secrets (or for the period beginning the last day of the term of this **Agreement** and ending on the fifth (5^{th}) anniversary thereof, whichever is longer), and;

(iii) with respect to all Proprietary Information not constituting Trade Secrets, for the period beginning on the last day of the term of this **Agreement** and ending on the fifth (5^{th}) anniversary thereof, **Customer**

(A) shall hold such Proprietary Information in strict confidence,

(B) shall not directly or indirectly disclose, divulge or publish to any third party any of such Proprietary Information,

(C) shall not directly or indirectly, on behalf of **Customer** or any other third party, use any of such Proprietary Information for any purpose other than solely as permitted in this **Agreement**,
(D) shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials, and
(E) shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

Customer shall take all actions necessary to protect the Proprietary Information against any unauthorized disclosure, publication or use. **Customer** shall immediately notify **New World** of any intended or unintended unauthorized disclosure, publication or use of any Proprietary Information by **Customer** or any third party of which **Customer** becomes aware or reasonably should become aware. **Customer** shall assist **New World,** to the extent reasonably necessary, in the procurement or protection of the rights of **New World** to or in any and all Proprietary Information.

9.3 In the event that **Customer** becomes legally compelled (by deposition, interrogatory, request for production of documents, subpoena, civil investigative demand or similar process, or a request for public records) to disclose any of the Proprietary Information, **Customer** shall provide **New World** with five business days prior written notice of such requirement so that **New World** may seek a protective order or other appropriate remedy, **Customer** will furnish only that portion of the Proprietary Information which **Customer** reasonably believes is legally required, and shall not be deemed to have breached Section 9.0 hereof because of such limited disclosure of such Proprietary Information.

9.4 Notwithstanding any other provision of this **Agreement**, nothing herein shall require **Customer** to violate any public records law.

10.0 LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES

New World's entire liability and **Customer's** exclusive remedies are set forth below:

10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement**, **New World** will correct the defect so that it conforms to the warranties set forth in Section II, subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.

10.2 **New World's** total liability to **Customer** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to two (2) times the Exhibit A Licensed Standard Software fees paid to **New World**.

10.3 Neither party shall be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to of its performance under this **Agreement** or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against a party by any third person, even if the other party has been advised of the possibility of such damages.

10.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

10.5 Without limiting the foregoing, **Customer** agrees that neither **New World** nor any of its officers, directors, agents, or employees:

(i) shall have any liability for errors or omissions in the output of any Licensed Custom Software caused by inaccuracies of **Customer's** input,
(ii) shall not be responsible for any loss of **Customer's** data, downtime, loss or corruption of other software program files caused by **Customer** and
(iii) have any liability for
(A) the acts or omission of non-**New World** personnel, agents or third parties,
(B) misuse, theft, vandalism, fire, water or other peril or
(C) any alterations or modifications made to the **New World** Licensed Software by **Customer**.

11.0 INTEGRATION WITH U.S. COPYRIGHT ACT

11.1 The Licensed Software subject to this Agreement may be subject to the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended).* If a provision of the U.S. Copyright Act and this Agreement conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this Agreement shall apply.

12.0 INDEPENDENT CONTRACTOR

12.1 **New World** is an independent contractor. The personnel of one party/agency shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party/agency shall be responsible for the acts of its own employees.

12.2 Each party/agency shall be responsible for Workers' Compensation coverage for its own personnel.

13.0 INSURANCE REQUIREMENTS

New World shall not commence work under this **Agreement** until it has obtained the insurance required under this paragraph and further described in Exhibit M. All insurance policies shall name and endorse **Customer** as Additional Insured. Failure to maintain insurance required herein shall be a material breach of this **Agreement**. **New World** shall provide **Customer** with certificates of insurance and policy endorsement naming the **Customer** as additional insured prior to the effective date of this **Agreement**. Insurance shall be primary and any insurance by **Customer** or its employees shall be excess and not contributory. **New World** shall require its subcontractors to provide insurance in an amount at least equal to the amounts stated herein.

13.1 **Workers' Compensation Insurance**: **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed at statutory limits. **New World** shall maintain Employer's Liability Insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

13.2 **Liability and Property Insurance – Comprehensive Form**: **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than $2,000,000 on account for each accident; and in an amount not less than $2,000,000 for each accident for damage to property.

13.3 **Automobile Liability Insurance**: **New World** shall procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than $1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than $1,000,000 for each accident; and in an amount not less than $1,000,000 on account for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed $1,000,000.

13.4 **New World** must purchase and maintain the stipulated minimum insurance with companies duly authorized to do business in the State of Arizona. All policies and forms must be satisfactory to **Customer**.

14.0 DISPUTE RESOLUTION PROCEDURE (DRP)

14.1 Any dispute or controversy arising out of or relating to this **Agreement**, or breach thereof, shall be settled by the following procedure if all Licensed Products still function appropriately and adequately and are being used or are capable of being used by **Customer**:.

Level 1: In the event of any dispute, claim, or disagreement arising from or related to this **Agreement** or the breach thereof, upper level management of the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. The parties shall consult and negotiate with each other in good faith and recognizing their mutual interests and attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days, then upon written notice by either party to the other, all disputes, claims questions or differences may be settled by mediation as set forth in Level 2.

Level 2: Only after the parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, **Customer** and **New World** shall enter into a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding

shall be shared equally by the parties. In the mediation process the parties shall select a mutually agreeable mediator to aid the parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either party. The mediation shall be held at a location chosen by **Customer**. The mediation shall occur no later than ninety (90) days after entering into Level 2.

Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may bring suit in a court of competent jurisdiction.

15.0 TERMINATION

15.1 **By Customer**: If **New World** fails to provide the Licensed Software in accordance with the terms of this **Agreement**, or if **New World** fails to fulfill its responsibilities under this **Agreement**, including but not limited to, those outlined in Section II, Paragraph 6.0, then **Customer** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:

(i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;

(ii) **New World** shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;

(iii) During the ninety (90) day cure period, **Customer** shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with **New World** and reassigning personnel if necessary to improve the working relationship;

(iv) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.

15.2 **By New World**: If **Customer** fails to make prompt payments to **New World** when invoiced as specified in Section II, Paragraph 7.1, or if **Customer** fails to fulfill its responsibilities under this **Agreement,** including but not limited to those outlined in Section II, Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:

(i) The termination notice shall provide a detailed description (with examples) of the reason(s) for termination;

(ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have thirty (30) days from receipt of said notice to make payment in full for all past due invoiced payments due;

(iii) If the cited reason for termination is other than **Customer's** failure to make prompt payment, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;

(iv) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;

(v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.

15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.

15.4 Upon termination, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** under this **Agreement,** for which **Customer** has not paid applicable fees pursuant to Section 1.1.

15.5 Upon termination of this **Agreement**:

(i) either party shall be entitled to seek to recover any damages and obtain any additional rights and remedies set forth in this **Agreement** against the other party (if any) and;

(ii) Sections 2.0, 4.0, 8.0, 9.0, 10.0, 11.0, 14.0, 16.0, 18.0, and 25.0, shall survive the termination of this **Agreement**.

15.6 Notwithstanding any other provision of this **Agreement**, termination of the Standard Software Maintenance Agreement shall not terminate the license granted under this **Agreement**.

16.0 PROPRIETARY RIGHTS INDEMNIFICATION

16.1 Unless **Customer** specifically and clearly waives this section in writing, **New World** will defend at its own expense any action against **Customer** brought by a third party to the extent that the action is based upon a claim that **New World's** Software directly infringes any United States copyright or misappropriates any Trade Secret, and **New World** will pay those costs and damages finally awarded against **Customer** in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

16.2 **New World's** obligations under Section 16.0 with respect to an action are conditioned on:

(i) **Customer** notifying **New World** promptly in writing of such action,

(ii) **Customer** giving **New World** control of the defense thereof and any related settlement negotiations, and

(iii) **Customer** cooperating with **New World** in such defense (including, without limitation, by making available to **New World** all documents and information in **Customer's** possession or control that are relevant to the infringement or misappropriation claims, and by making **Customer's** personnel available to testify or consult with **New World** or its attorneys in connection with such defense).

16.3 If **New World's** Software becomes, or in **New World's** opinion is likely to become, the subject of an infringement or misappropriation claim, **New World** may, at its option and expense, either:

(i) procure for **Customer** the right to continue using **New World's** Software, or

(ii) replace, with a reasonably acceptable alternative of similar function and quality, or modify **New World's** Software so that it becomes non-infringing.

16.4 Notwithstanding the foregoing provisions of this Section 16.0, **New World** will have no obligation or otherwise with respect to any infringement or misappropriation claim based upon:

(i) any use of **New World's** Software not in accordance with this **Agreement** or for purposes not intended by **New World.**

(ii) any use of **New World's** Software in combination with other products, equipment, software or data not supplied or recommended by **New World.**

(iii) any use of any release of **New World's** Software other than the most current release available to **New World's** customers, or

(iv) any modification of **New World's** Software made by any person other than **New World.**

17.0 NOTICES

17.1 All notices or demands required to be given pursuant to the terms of this **Agreement** shall be given to the other party in writing, delivered by hand, facsimile, e-mail, or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of **New World**:

New World Systems Corporation
888 West Big Beaver, Suite 600
Troy, Michigan 48084
Attention: President

In the case of **Customer**:

Information Technology Services
City of Yuma
One City Plaza
P.O. Box 13013
Yuma, AZ 85366-3013
Attention: ITS Director

17.2 Notices shall be deemed received on date delivered if delivered by hand, on the date recorded by the hardware if sent by facsimile or email and on the delivery date indicated on receipts if delivered by certified or registered mail. Each party may change its address or contact information for notification

purposes giving the other party written notice of the new address or contact information and the date upon which it shall become effective.

18.0 GENERAL

18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. **This Agreement may be amended or modified only in writing signed by both parties.**

18.2 This **Agreement** is governed by the laws of the State of Arizona and it shall be binding on the successors and assigns of the parties.

18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.

18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than three (3) years after the cause of action has accrued.

18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.

18.6 This **Agreement** is entered into solely for the benefit of **New World** and **Customer**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement**.

18.7 In those situations where **Customer** requests **New World** to provide a Performance Bond, **New World** will provide a Performance Bond for the one-time project cost listed on Exhibit AA at **Customer's** expense. The cost of the bond will be billed to **Customer** and **Customer** agrees to pay promptly for the Performance Bond when invoiced.

18.8 Notwithstanding anything contained herein to the contrary, these terms and conditions may be extended to other public entities for purchase of the Licensed Products and/or services described under this **Agreement**. To the extent they are required, the parties shall execute any requisite cooperative agreements authorizing such extension of terms and conditions. If this is done, **Customer** assumes no authority, liability, or obligation on behalf of any other public entity that may use this **Agreement** for any such purchase. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity.

18.9 Other integrated licensed software and services from **New World** may be purchased by **Customer** under the terms and conditions of this **Agreement**.

19.0 FEDERAL IMMIGRATION LAWS

New World understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Under the provisions of A.R.S. §41-4401, **New World** hereby warrants to **Customer** that **New World** and each of its sub-providers ("Sub-providers") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this **Agreement** and shall subject **New World** to penalties up to and including termination of this **Agreement** at the sole discretion of **Customer**.

Customer retains the legal right to inspect the papers of any **New World** or Sub-provider employee who works on this **Agreement** to ensure that **New World** or Sub-provider is complying with the Contractor Immigration Warranty. **New World** agrees to assist **Customer** in regard to any such inspections.

Customer may, at its sole discretion, conduct random verification of the employment records of **New World** and any of its sub-providers to ensure compliance with Contractor's Immigration Warranty. **New World** agrees to assist **Customer** in regard to any random verification performed.

Neither **New World** nor any Sub-provider shall be deemed to have materially breached the Contractor Immigration Warranty if **New World** or Sub-provider establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this Article must be included in any agreement **New World** enters into with any and all of its sub-providers who provide services under this **Agreement** or any sub agreement. "Services" are defined as furnishing labor, time or effort in the State of Arizona by **New World** or sub-provider. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

20.0 SUDAN AND IRAN

Pursuant to A.R.S. §35-391.06 and §35-393.06, **New World** represents and warrants that it does not have, and will not have during the term of this **Agreement**, scrutinized business operations in Sudan and/or Iran.

21.0 COMPLIANCE WITH LAWS

New World and **Customer** each shall strictly comply with all applicable laws and regulations relating in any way to the use of the Licensed Software, including, but not limited to, obtaining licenses or permits and any other government approval.

Customer agrees that **New World's** Licensed Software will not be exported directly or indirectly, separately or as part of any system, without the prior written consent of **New World** and without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required.

New World must comply with all federal, state, and local laws and ordinances applicable to its performance under this contract. **New World** will comply with the Americans with Disabilities Act (ADA). **New World** will not discriminate against any person on the basis of race, religion, color, age, sex, or national origin in the performance of this **Agreement,** and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964). In addition, **New World** must include similar requirements of sub-providers in any agreements entered into for performance of **New World's** obligation under this **Agreement**. **New World** agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. In addition, **New World** must include similar requirements of all sub-providers in agreements entered into for performance of **New World's** obligations under this **Agreement**.

22.0 PUBLICITY

All media releases, public announcements, other public disclosures, use of name, use of URL or use of logo by either party or their employees or agents relating to this **Agreement** or its subject matter shall be coordinated with and approved by an officer of the other party prior to release or use.

23.0 AUTHORITY

Each party represents and warrants to the other that it has the right to, and the undersigned is authorized to, enter into this **Agreement**.

24.0 ASSIGNMENT

Neither party may assign or transfer its interests, rights or obligations under this **Agreement** whether by written agreement, merger, consolidation, operation of law, or otherwise, without the prior written consent of an authorized executive officer of the other party. Any attempt to assign this **Agreement** by either party shall be null and void.

25.0 COUNTERPARTS

This **Agreement** may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

26.0 DELIVERY OF ELECTRONIC COPY OF EXECUTED AGREEMENT

The parties agree that electronic transmission via facsimile or email to the other party of a copy of this **Agreement** bearing such party's signature shall suffice to bind the party transmitting same to this **Agreement** in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who electronically transmits an executed copy of this **Agreement** via facsimile or email bearing its signature covenants to deliver the original thereof to the other party as soon as possible thereafter.

27.0 NO PARTNERSHIP

Nothing in this **Agreement** constitutes a partnership or joint venture between the parties and neither party is the principal or agent of the other.

28.0 CONFLICT OF INTEREST

This contract is subject to the Conflict of Interest provisions of the Arizona Revised Statutes §38-511 as amended.

29.0 FORCE MAJEURE

New World shall not be liable for failure to perform **New World's** duties if such failure is caused by catastrophe, act of war, civil disturbance, act of God or similar contingency beyond the reasonable control of **New World**. **New World** shall take all such measures as may be necessary to resume service as quickly as possible.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Licensed Standard Software, Implementation Services, And Third Party Products

	DESCRIPTION OF COST	COST
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	$1,750,000
B.	IMPLEMENTATION AND THIRD PARTY PRODUCTS AND SERVICES	$1,441,050
	1. PROJECT MANAGEMENT as further described in Exhibit B	
	2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	
	3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B	
	4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B	
	5. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1	
	6. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F	
	7. CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G	
	ONE TIME PROJECT COST:	**$3,191,050**
C.	TRAVEL EXPENSES (Estimate) – billed as incurred	$125,000
D.	STANDARD SOFTWARE MAINTENANCE SERVICES – the services are further detailed in Exhibit C.	

PRICING ASSUMES CONTRACT EXECUTION BY JUNE 15, 2010.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products

	DESCRIPTION OF PAYMENT		PAYMENT
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A		$1,750,000
	1. Amount invoiced upon Effective Date (100%)	$1,750,000	
B.	IMPLEMENTATION AND THIRD PARTY PRODUCTS AND SERVICES		$1,441,050
	1. Amount invoiced upon completion of Step 3 in the SOW - conduct Pre-kick off meeting (20%)	$288,210	
	2. Amount invoiced upon completion of Step 9 of the SOW -review and approve project plan (20%)	$288,210	
	3. Amount invoiced upon completion of Step 24 of the SOW - Final Acceptance of CAD as described in Exhibit H or 15 months after effective date, whichever occurs first (20%)	$288,210	
	4. Amount invoiced upon completion of Step 24 of the SOW -Final Acceptance of RMS as described in Exhibit H or 18 months after effective date, whichever occurs first (20%)	$288,210	
	5. Amount invoiced upon project completion or 730 days after the Effective Date, whichever comes first (20%)	$288,210	
	ONE TIME PAYMENTS:		**$3,191,050**
C.	TRAVEL EXPENSES (Estimate) (These expenses are billed as incurred)		$125,000*
	1. 100 trips are anticipated.		
	2. Travel Time for the estimated 100 trips is not included in this estimate and will be billed as incurred.		

*Estimate

D. STANDARD SOFTWARE MAINTENANCE SERVICES – as further detailed in Exhibit C

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

OPTIONAL SERVICES

E.	PERFORMANCE BOND AND OTHER COSTS		$73,000
	1. Performance Bond – invoiced upon Effective Date	$70,000	
	2. Escrow One-time set-up fee – invoiced upon Effective Date	$3,000	
F.	SOURCE CODE ESCROW FEES		
	1. Annual Administrative Fee – first year invoiced upon Effective Date	$1,000	

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

1. License Fee for Licensed Standard Software And Documentation Selected By Customer:

Application Package[1,2,3,4] Cost

CAD

1. Aegis/MSP Combined LE/Fire/EMS CAD

- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Status and Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire
- GIS/Geo-File Verification
- Hazard and Location Alerts
- Hydrant Inventory
- Access to Aegis/MSP LE Records
- Access to Aegis/MSP Fire Records
- Note Pads
- Rip-N-Run Remote Printing
- Run Cards
- Tone Alerts

2. Additional Aegis/MSP Software for Computer Aided Dispatch [5]

- New World CAD to New World CAD Interface (6 instances)
- CAD Mapping
- CAD Auto Routing
- CAD AVL
- Service Vehicle Rotation (Wrecker, Ambulance)

3. Aegis/MSP Third Party CAD Interface Software [5]

- CAD Pager Interface (6 instances)
- E-911 Interface (3 instances) [6]
- Encoder Interface

LAW ENFORCEMENT RECORDS

4. Aegis/MSP Multi-Jurisdictional Base Law Enforcement Records

- Accidents
- Arrest
- Business Registry
- Case Processing
- Computer Aided Investigations
- Federal Reports (UCR/IBR)
- GIS/Geo-File Verification
- Impounded Vehicles
- Incident Tracking
- Jacket Processing
- Personnel/Education
- Property
- Traffic Tickets and Citations
- Wants and Warrants

5. Aegis/MSP Federal and State Compliance Reporting for LE Records

- Federal UCR/IBR

6. Additional Aegis/MSP Software for Law Enforcement Records

- Activity Reporting and Scheduling
- Alarm Tracking and Billing
- Bicycle Registration
- Bookings
- Career Criminal Registry (parolee, sex offender)
- Case Management
- Civil Paper Tracking and Receipting
- Demographic Profiling Reporting
- Equipment Tracking
- Field Investigations
- Gang Tracking
- Narcotics Management
- Orders of Protection
- Pawn Shops
- Property Room Bar Coding[5]
- Vehicle Tracking

7. Aegis/MSP Third Party LE Records Interface Software [5]

- Livescan Interface (2 instances)
- Citizen Reporting Interface (2 instances)

FIRE RECORDS

8. Aegis/MSP Fire Records Software Base Package

- Activity Reporting and Scheduling
- Investigations
- Business Registry
- Hazardous Materials
- GIS/Geo-File Verification
- Hydrant Inventory and Inspections
- Incident Tracking
- Inspection Tracking
- Personnel/Education
- Pre-plans
- Station Activity Log
- BLS/ALS

9. Federal and State Compliance Reporting for Fire Records

- State/NFIRS 5.0 Electronic Reporting

10. Additional Aegis/MSP Software for Fire Records

- Equipment Tracking and Maintenance
- Inventory
- Vehicle Tracking and Maintenance

CORRECTIONS

11. Aegis/MSP Corrections Management Software Base Package

- Aegis/MSP LE Records Interface
- Bookings
- Incident Tracking
- Inmate Property Tracking
- Inmate Classification
- Inmate Housing
- Mass Move
- Inmate Scheduling and Tracking
- Inmate Contacts (visitor, mail, phone, emergency)
- Inmate Programs (courses)
- Inmate Activity Log
- Trustee
- Case Management
- Corrections Officer Log
- Finance Management (inmate, facility)
- Jacket Processing
- Business Registry
- Personnel/Education
- GIS/Geo-File Verification

12. Aegis/MSP Federal & State Compliance Reporting for Corrections

Includes up to 4 reports

- Federal and State Corrections Reporting

13. Additional Aegis/MSP Software for Corrections Management

- Property Room Bar Coding
- Officer Equipment Tracking
- Grievance Tracking

14. Aegis/MSP Third Party Corrections Interface Software [5]

- Commissary Interface
- Livescan Interface

ADDITIONAL PUBLIC SAFETY SOFTWARE

15. Aegis/MSP Public Safety State/NCIC Interface Software [7]

- Aegis/MSP State/NCIC Interface

Includes 12 - 15 screens

On-Line Modules - Includes 4 state inquiry screens
- On-Line CAD Interface to State/NCIC
- On-Line Orders of Protection Interface to State/NCIC
- On-Line Global Subjects Interface to State/NCIC
- On-Line Wants and Warrants Interface to State/NCIC

16. Aegis/MSP Data Analysis/Crime Mapping/Management Reporting

- Base with Four Applications

17. Aegis/MSP Imaging Software

- Public Safety Lineups/Mug Shots [8]
- Digital Imaging/Electronic Signature Capture [9]
- Wanted Posters

18. Aegis Link Software

Web Consolidated Search - All Agencies

- Web Query
- Data Connector to each additional NWS Database (6 instances)

Web Applications

- Web CAD Monitor
- Web Briefing Notes (includes BOLOs)
- Web Inmate Inquiry
- Web Cases/Accident Report Download

Data Exchange

- LERMS Query Services (Supports Case, Incident, Person, Vehicle, Gun, Property)[10]

MOBILE SOFTWARE

MOBILE SOFTWARE ON THE RS/6000 [11]

19. Base Message Switch to State/NCIC (301-500 units)
- Base Message Switch for MDT/MCT
- State/NCIC Interface

20. Additional Aegis® Software for RS/6000 Message Switch
- New World CAD Interface for Aegis MSP (301-500 units)
- Mobile Upload Software (301-500 units) [12]
- AVL Interface (301-500 units) [13]

CITY OF YUMA MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

21. Aegis® Mobile Integration Software
- MDT/MCT Base CAD/RMS Interface (151-200 units)
- AVL CAD Interface (151-200 units) [13]

MOBILE MANAGEMENT SERVER

22. Aegis/MSP Mobile Management Server Software (151-200 units)
- Base CAD/NCIC/Messaging
- Field Reporting
- Field Reporting Data Merge

CLIENT SOFTWARE

23. Aegis® Law Enforcement Mobile Unit Software (152 Units)

Mobile Messaging

LE State/NCIC via Switch [7]

LE CAD via Switch

In-Car Mapping

New World AVL

Field-Based Reporting (152 Units)

LE Field Reporting (Federal Standards)

The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

Demographic Profiling Questionnaire

Includes 1 **New World** Report

24. *Aegis*® Fire Mobile Unit Software (22 Units)

Fire CAD via Switch

Fire Inspections (4 units)

In-Car Mapping

New World AVL

YUMA COUNTY SHERIFF'S OFFICE MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

25. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (51-100 units)
- AVL CAD Interface (51-100 units) [13]

MOBILE MANAGEMENT SERVER

26. Aegis/MSP Mobile Management Server Software (51-100 units)

- Base CAD/NCIC/Messaging
- Field Reporting
- Field Reporting Data Merge

CLIENT SOFTWARE

27. Aegis® Law Enforcement Mobile Unit Software (93 Units)

Mobile Messaging

LE State/NCIC via Switch [7]

LE CAD via Switch

In-Car Mapping

New World AVL

Field-Based Reporting (93 Units)

LE Field Reporting (Federal Standards)

The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

Demographic Profiling Questionnaire

Includes 1 **New World** Report

CITY OF SOMERTON MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

28. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (31-50 units)
- AVL CAD Interface (31-50 units) [13]

MOBILE MANAGEMENT SERVER

29. Aegis/MSP Mobile Management Server Software (31-50 units)

- Base CAD/NCIC/Messaging
- Field Reporting
- Field Reporting Data Merge

CLIENT SOFTWARE

30. Aegis® Law Enforcement Mobile Unit Software (41 Units)

Mobile Messaging

LE State/NCIC via Switch [7]

LE CAD via Switch

In-Car Mapping

New World AVL

Field-Based Reporting (41 Units)

LE Field Reporting (Federal Standards)

The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

Demographic Profiling Questionnaire

Includes 1 **New World** Report

CITY OF SOMERTON/COCOPAH TRIBE FIRE MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

31. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (1-15 units)
- AVL CAD Interface (1-15 units) [13]

MOBILE MANAGEMENT SERVER

32. Aegis/MSP Mobile Management Server Software (1-15 units)

- Base CAD/NCIC/Messaging

CLIENT SOFTWARE

33. *Aegis*® Fire Mobile Unit Software (10 Units)

Fire CAD via Switch

In-Car Mapping

New World AVL

CITY OF SAN LUIS MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

34. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (31-50 units)
- AVL CAD Interface (31-50 units) [13]

MOBILE MANAGEMENT SERVER

35. Aegis/MSP Mobile Management Server Software (16-30 units)

- Base CAD/NCIC/Messaging
- Field Reporting
- Field Reporting Data Merge

CLIENT SOFTWARE

36. Aegis® Law Enforcement Mobile Unit Software (29 Units)

Mobile Messaging

LE State/NCIC via Switch [7]

LE CAD via Switch

In-Car Mapping

New World AVL

Field-Based Reporting (29 Units)

LE Field Reporting (Federal Standards)

The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

Demographic Profiling Questionnaire

Includes 1 **New World** Report

37. *Aegis*® Fire Mobile Unit Software (8 Units)

Fire CAD via Switch

In-Car Mapping

New World AVL

COCOPAH TRIBE MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

38. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (31-50 units)
- AVL CAD Interface (31-50 units) [13]

MOBILE MANAGEMENT SERVER

39. Aegis/MSP Mobile Management Server Software (31-50 units)

- Base CAD/NCIC/Messaging
- Field Reporting
- Field Reporting Data Merge

CLIENT SOFTWARE

40. Aegis® Law Enforcement Mobile Unit Software (35 Units)

Mobile Messaging

LE State/NCIC via Switch [7]

LE CAD via Switch

In-Car Mapping

New World AVL

Field-Based Reporting (35 Units)

LE Field Reporting (Federal Standards)

The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

Demographic Profiling Questionnaire

Includes 1 **New World** Report

TOWN OF WELLTON MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

41. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (1-15 units)
- AVL CAD Interface (1-15 units) [13]

MOBILE MANAGEMENT SERVER

42. Aegis/MSP Mobile Management Server Software (1-15 units)

- Base CAD/NCIC/Messaging
- Field Reporting
- Field Reporting Data Merge

CLIENT SOFTWARE

43. Aegis® Law Enforcement Mobile Unit Software (5 Units)

Mobile Messaging

LE State/NCIC via Switch [7]

LE CAD via Switch

In-Car Mapping

New World AVL

Field-Based Reporting (5 Units)

LE Field Reporting (Federal Standards)

The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

Demographic Profiling Questionnaire

Includes 1 **New World** Report

44. *Aegis*® Fire Mobile Unit Software (3 Units)

Fire CAD via Switch

In-Car Mapping

New World AVL

QUECHAN TRIBE MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

45. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (1-15 units)
- AVL CAD Interface (1-15 units) [13]

MOBILE MANAGEMENT SERVER

46. Aegis/MSP Mobile Management Server Software (1-15 units)

- Base CAD/NCIC/Messaging
- Field Reporting
- Field Reporting Data Merge

CLIENT SOFTWARE

47. Aegis® Law Enforcement Mobile Unit Software (7 Units)

Mobile Messaging

LE State/NCIC via Switch [7]

LE CAD via Switch

In-Car Mapping

New World AVL

Field-Based Reporting (7 Units)

LE Field Reporting (Federal Standards)

The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

Demographic Profiling Questionnaire

Includes 1 **New World** Report

48. Additional Workstation License*

NEW WORLD STANDARD SOFTWARE LICENSE FEE	**$2,750,000**
LESS CUSTOMER LOYALTY DISCOUNTS FOR YUMA COUNTY SHERIFF'S OFFICE AND CITY OF SAN LUIS AND A DEMONSTRATION SITE DISCOUNT	**($800,000)**
LESS SIGNING DISCOUNT IF SIGNED BY JUNE 15, 2010	**($200,000)**
TOTAL SOFTWARE LICENSE FEE [14,15]	**$1,750,000**

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

Note: Other than for Mobile Software, an Additional Workstation License of up 600 workstations is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:

- City of Yuma
- Yuma County Sheriff's Office
- City of Somerton Police
- City of Somerton/Cocopah Tribe Fire
- City of San Luis
- Town of Wellton
- Quechan Tribe

ENDNOTES

[1] *Personal Computers must meet the minimum hardware requirements for New World Systems' MSP product. Microsoft Windows 2000 or XP is the required operating system for all client machines. Windows 2003/2008Server and SQL Server 2005/2008 are required for the Application and Database Server(s).*

[2] *New World Systems' MSP product requires Microsoft Windows 2003 Server and SQL Server 2003/2008 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*

[3] *New World Systems' MSP product requires Microsoft Word and Excel.*

[4] *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*

[5] *Does not include any required 3rd party hardware or software unless specified in Appendix 1 of this Agreement. Customer is responsible for any 3rd party support.*

[6] *May require a "Serial-to-Ethernet" converter for multiple PSAPs (not included in this proposal).*

[7] *Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software.*

[8] *Camera must meet product specifications and be procured through New World.*

[9] *Requires Pentium PC, Twain 32 Compliant flatbed scanner supplied by Customer.*

[10] *Customer must use Query Services and build their own User Interface; if New World assistance is required to build User Interface, additional custom hours are required.*

[11] *Currently supporting Motorola, Data Radio (DMP & IP), CDPD, EDACS, CDMA, GPRS, 802.11 and Electrocom Mobile Communication solutions only.*

[12] *The Mobile Upload software provides for the automated upload of New World's Law Enforcement Field Reporting data over Customer's mobile data network. Customer is responsible for obtaining from their mobile vendor, the written definition and documentation of the optimal (mobile message) record size to upload laptop data over the mobile network to be used. This definition must be received within thirty (30) days of this Agreement being executed.*

[13] *Requires 3rd party GPS hardware.*

[14] *Prices assume that all software is licensed.*

[15] *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

3. Optional Licensed Standard Software Pricing

Customer may license the following software modules at the indicated current list prices, less a 35% discount, for up to two (2) years from the date of execution of this **Agreement**.

OPTIONAL SOFTWARE MODULES

CAD

1. Aegis/MSP Third Party CAD Interface Software [1]

- Pictometry Interface	$13,000
- TDD Interface	$13,000

LAW ENFORCEMENT RECORDS

2. Additional Aegis/MSP Software for Law Enforcement Records

- Index Cards	$12,000

3. Aegis/MSP Third Party LE Records Interface Software [1]

- APS Ticket Writer Interface	$35,000

FIRE RECORDS

4. Federal and State Compliance Reporting for Fire Records

- NEMSIS Electronic Reporting	$26,000

5. Additional Aegis/MSP Software for Fire Records

- Fire Permits	$18,000

CORRECTIONS SOFTWARE

6. Additional Aegis/MSP Software for Corrections Management

- Officer Activity Reporting and Scheduling	$13,000

7. Aegis/MSP Third Party Corrections Interface Software [5]

- Northpointe JCIS Interface	$14,000

ADDITIONAL PUBLIC SAFETY SOFTWARE

8. Aegis/MSP Public Safety State/NCIC Interface Software[7]

- On-Line Pawn Shop Checks Interface to State/NCIC				$17,000
- On-Line Property Checks Interface to State/NCIC				$17,000

MOBILE SOFTWARE

CITY OF YUMA MOBILE SOFTWARE

CLIENT SOFTWARE

9. Aegis® Law Enforcement Mobile Unit Software (102 Units)

Field-Based Reporting (102 Units)

APS MCT Ticket Writer Interface	$150	ea.	$15,300	
Aegis® Fire Mobile Unit Software				
Mobile Upload of Field Reports for Fire/EMS (44 units)	$600	ea.	$26,400	
Fire Field Reporting (NFIRS Standards) (22 units)	$500	ea.	$11,000	
Includes NFIRS Incident (1 form)				
EMS Field Reporting (National Standards) (22 units)	$500	ea.	$11,000	
Includes NEMSIS Incident (1 form)				
Subtotal	$1,750	ea.	$63,700	
Less Laptop Software Volume Discount of 45%			-$28,665	
TOTAL LAPTOP SOFTWARE				$35,035

YUMA COUNTY SHERIFF'S OFFICE MOBILE SOFTWARE

CLIENT SOFTWARE

10. Aegis® Law Enforcement Mobile Unit Software (65 Units)

Field-Based Reporting (65 Units)

APS MCT Ticket Writer Interface		ea.	$9,750	
Subtotal	$150	ea.	$9,750	
Less Laptop Software Volume Discount of 45%			-$4,388	
TOTAL LAPTOP SOFTWARE				$5,363

CITY OF SOMERTON MOBILE SOFTWARE

CLIENT SOFTWARE

11. Aegis® Law Enforcement Mobile Unit Software (19 Units)

Field-Based Reporting (19 Units)

APS MCT Ticket Writer Interface		ea.	$2,850	
Subtotal	$150	ea.	$2,850	
Less Laptop Software Volume Discount of 45%			-$1,283	
TOTAL LAPTOP SOFTWARE				$1,568

CITY OF SAN LUIS MOBILE SOFTWARE

CLIENT SOFTWARE

12. Aegis® Law Enforcement Mobile Unit Software (26 Units)

Field-Based Reporting (26 Units)

APS MCT Ticket Writer Interface		ea.	$3,900	
Subtotal	$150	ea.	$3,900	
Less Laptop Software Volume Discount of 45%			-$1,755	
TOTAL LAPTOP SOFTWARE				$2,145

COCOPAH TRIBE MOBILE SOFTWARE

CLIENT SOFTWARE

13. Aegis® Law Enforcement Mobile Unit Software (30 Units)

Field-Based Reporting (30 Units)

APS MCT Ticket Writer Interface		ea.	$4,500	
Subtotal	$150	ea.	$4,500	
Less Laptop Software Volume Discount of 45%			-$2,025	
TOTAL LAPTOP SOFTWARE				$2,475

TOWN OF WELLTON MOBILE SOFTWARE

CLIENT SOFTWARE

14. Aegis® Law Enforcement Mobile Unit Software (5 Units)

Field-Based Reporting (5 Units)

APS MCT Ticket Writer Interface		ea.	$750	
Subtotal	$150	ea.	$750	
Less Laptop Software Volume Discount of 45%			-$338	
TOTAL LAPTOP SOFTWARE				$413

QUECHAN TRIBE MOBILE SOFTWARE

CLIENT SOFTWARE

15. Aegis® Law Enforcement Mobile Unit Software (7 Units)

Field-Based Reporting (7 Units)

APS MCT Ticket Writer Interface		ea.	$1,050	
Subtotal	$150	ea.	$1,050	
Less Laptop Software Volume Discount of 45%			-$473	
TOTAL LAPTOP SOFTWARE				$578

MOBILE UPLIFTS TO NEXT SERVER SIZE

MOBILE SOFTWARE ON THE RS/6000

16.

Base Message Switch to State/NCIC (Uplift from 500 to 700 units)

- Base Message Switch for MDT/MCT	
- State/NCIC Interface	$10,000

17. Additional Aegis® Software for RS/6000 Message Switch

- New World CAD Interface for Aegis MSP (Uplift from 500 to 700 units)	$5,000
- Mobile Upload Software (Uplift from 500 to 700 units)	$10,000
- AVL Interface (Uplift from 500 to 700 units)	$5,000

CITY OF YUMA MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

18. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (Uplift from 200 to 300 units)	$8,000
- AVL CAD Interface (Uplift from 200 to 300 units)	$5,000

MOBILE MANAGEMENT SERVER

19. Aegis/MSP Mobile Management Server Software (Uplift from 200 to 300 units)

- Base CAD/NCIC/Messaging	N/C
- Field Reporting	$5,000
- Field Reporting Data Merge	$1,000

YUMA COUNTY SHERIFF'S OFFICE MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

20. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (Uplift from 100 to 150 units)	$2,000
- AVL CAD Interface (Uplift from 100 to 150 units)	$3,000

MOBILE MANAGEMENT SERVER

21. Aegis/MSP Mobile Management Server Software (Uplift from 100 to 150 units)

- Base CAD/NCIC/Messaging	N/C
- Field Reporting	$3,000
- Field Reporting Data Merge	$1,000

CITY OF SOMERTON MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

22. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (Uplift from 50 to 100 units)	$1,000
- AVL CAD Interface (Uplift from 50 to 100 units)	$3,000

MOBILE MANAGEMENT SERVER

23. Aegis/MSP Mobile Management Server Software (Uplift from 50 to 100 units)

- Base CAD/NCIC/Messaging	N/C
- Field Reporting	$3,000
- Field Reporting Data Merge	$1,000

CITY OF SOMERTON/COCOPAH TRIBE MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

24. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (Uplift from 15 to 30 units)	$1,000
- AVL CAD Interface (Uplift from 15 to 30 units)	$2,000

MOBILE MANAGEMENT SERVER

25. Aegis/MSP Mobile Management Server Software (Uplift from 15 to 30 units)

- Base CAD/NCIC/Messaging	N/C

CITY OF SAN LUIS MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

26. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (Uplift from 50 to 100 units)	$1,000
- AVL CAD Interface (Uplift from 50 to 100 units)	$3,000

MOBILE MANAGEMENT SERVER

27. Aegis/MSP Mobile Management Server Software (Uplift from30 to 50 units)

- Base CAD/NCIC/Messaging	N/C
- Field Reporting	$3,000
- Field Reporting Data Merge	$700

COCOPAH TRIBE MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

28. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (Uplift from 50 to 100 units)	$1,000
- AVL CAD Interface (Uplift from 50 to 100 units)	$3,000

MOBILE MANAGEMENT SERVER

29. Aegis/MSP Mobile Management Server Software (Uplift from 50 to 100 units)

- Base CAD/NCIC/Messaging	N/C
- Field Reporting	$3,000
- Field Reporting Data Merge	$1,000

TOWN OF WELLTON MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

30. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (Uplift from 15 to 30 units)	$1,000
- AVL CAD Interface (Uplift from 15 to 30 units)	$2,000

MOBILE MANAGEMENT SERVER

31. Aegis/MSP Mobile Management Server Software (Uplift from 15 to 30 units)

- Base CAD/NCIC/Messaging	N/C
- Field Reporting	$2,000
- Field Reporting Data Merge	$800

QUECHAN TRIBE MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

32. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (Uplift from 15 to 30 units)	$1,000
- AVL CAD Interface (Uplift from 15 to 30 units)	$2,000

MOBILE MANAGEMENT SERVER

33. Aegis/MSP Mobile Management Server Software (Uplift from 15 to 30 units)

- Base CAD/NCIC/Messaging	N/C
- Field Reporting	$2,000
- Field Reporting Data Merge	$800

CLIENT SOFTWARE UNIT PRICING

34. Aegis® Law Enforcement Mobile Unit Software (1 Unit)

Mobile Messaging	LIST		w/45% Discount
LE State/NCIC via Switch	$500	ea.	$275
LE CAD via Switch	$750	ea.	$413
In-Car Mapping	$400	ea.	$220
New World AVL	$300	ea.	$165

Field-Based Reporting (1 Unit)				
LE Field Reporting (Federal Standards)	$1,000	ea.	$550	
The following **4 New World** Reports are included:				
- Incident (1 form) - Case (1 form) - Arrest (1 form) - Supplement (1 form)				
LE Field Reporting Compliance	$200	ea.	$110	
LE Accident Field Reporting	$1,000	ea.	$550	
The following **New World** Report is included:				
- Accident (1 form)				
LE Accident Field Reporting Compliance	$300	ea.	$165	
Mobile Upload of Field Reports	$600	ea.	$330	
Field Investigation Field Reporting (1 Form)	$300	ea.	$165	
Demographic Profiling Questionnaire	$100	ea.	$55	
Includes 1 **New World** Report				
35. *Aegis*® Fire Mobile Unit Software (1 Unit)				
Fire CAD via Switch	$750	ea.	$413	
Fire Inspections (4 units)	$500	ea.	$275	
In-Car Mapping	$400	ea.	$220	
New World AVL	$300	ea.	$165	
Subtotal for 1 unit				$4,070
36. Additional Workstation License for 200 additional users*				**$100,000**

*Note: Other than for Mobile Software, an Additional Workstation License of up 200 workstations is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:
- City of Yuma
- Yuma County Sheriff's Office
- City of Somerton Police
- City of Somerton/Cocopah Tribe Fire
- City of San Luis
- Town of Wellton
- Quechan Tribe

Note: Training and Support Services costs as well as Maintenance (SSMA) costs for these optional modules are not included on the preceding pages. However, they may be easily incorporated into the proposal upon determination of the final software package.

ENDNOTES

[1] *Does not include any required 3rd party hardware or software unless specified in Appendix 1 of this Agreement. Customer is responsible for any 3rd party support.*

[2] *Prices assume that all software is licensed.*

[3] *Any taxes or fees imposed are the responsibility of the **Customer** and will be remitted when imposed.*

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

1. Project Management Services

New World shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

a) a summary level Implementation Plan;
b) a detail level Implementation Plan;
c) revised Implementation Plans (if required);
d) monthly project status reports; and
e) project status meetings
- a project review (kickoff) meeting at **Customer's** location
- progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
- a project close-out meeting at **Customer's** location to conclude the project.

f) **New World** consultation with other vendors or third parties.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 24 months after the Effective Date.

2. Prime Contractor Services

New World has proposed prime contractor services, which shall be limited to: acting as the sole point of contact between other third party vendors (subcontractors); coordination of subcontractors; overall project system integration services; and contract management administration.

3. Implementation and Training Support Hours Recommended

It is recommended that appropriate support hours are allocated for all Licensed Software delivered under this **Agreement** to insure successful implementation of and training on each application package. Based on the Licensed Software delivered under this **Agreement**, up to **3,000** hours of **New World** implementation and training support services have been allocated for this project and are included in Exhibit AA pricing. Excess hours requested and authorized by the **Customer** shall be billed at the Hourly Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated as described in the scope of this **Agreement**. For reasons other than **New World** delay, **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

a) implementation of each package of Licensed Software;
b) **Customer** training and/or assistance in testing for each package of Licensed Software; and
c) tailoring of Licensed Software by **New World** technical staff and/or consultation with **New World** technical staff.

The project management, implementation and training support services provided by **New World** may be performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

4. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

a) New World CAD to New World CAD Interface (2 instances)
b) Web Query (2 instances)
c) Data Connector to each additional New World Database (2 instances)
d) Web CAD monitor (2 instances)
e) Web Briefing Notes (includes BOLOs) (2 instances)
f) CAD Pager Interface (2 locations)
g) 911 Interface (2 PSAPs)
h) Encoder Interface (1 PSAP)
i) Livescan Interface (2 bookings locations)
j) Commissary Interface (1 location)
k) State/NCIC (2 locations)
l) On-Line CAD Interface to State/NCIC (2 locations)
m) On-line Orders of Protection Interface to State/NCIC (2 locations)
n) On-Line Global Subjects Interface to State/NCIC (2 locations)
o) On-line Wants & Warrants Interface to State/NCIC (2 locations)
p) New World Mug Shots/Imaging (2 bookings locations)
q) Web Inmate Inquiry (1 location)
r) Web Case/Accident Report Download (2 locations)
s) Citizen Reporting Interface (2 locations)
t) LERMS Query Services (2 instances)
u) Geo-File Implementation ($40,000)
v) Software System Testing (2 sites at $25,000 per site)

New World's GIS implementation services are to assist and train **Customer** in preparing their GIS mapping data for use with the Licensed Software. **Customer** must provide an accurate GIS street centerline layer in an industry standard file format (ESRI Shape Files). **Customer** is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. **New World** will assist **Customer** to create and/or import map layers representing the Police/EMS/Fire boundaries. **New World** is not responsible for GIS data corrections, cleansing or accuracy.

5. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **Customer's** Aegis/MSP server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

a) Hardware Quality Assurance Services (High Availability) Environment:
Hardware Systems Assurance and Software Installation::
- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of **New World** Application Servers
- Install Operating System and Apply Updates
- Install SQL Server and Apply Updates
- Install New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Install Anti-Virus Software and Configure Exclusions
- Install Automated Backup Software and Configure Backup Routines
- Configure System for Electronic Customer Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Test High Availability/Disaster Recovery Scenarios (if applicable)
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

6. Additional Services Available

Other **New World** services may be required or requested for the following:

a) additional software training;
b) tailoring of Licensed Software by **New World** technical staff and/or consultation with **New World** technical staff;
c) **New World** consultation with other vendors or third parties;
d) modifying the Licensed Standard Software;
e) designing and programming Licensed Custom Software; and
f) maintaining modified Licensed Software and/or custom software.

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the Hourly Rate).

EXHIBIT B1
IMPLEMENTATION AND TRAINING SUPPORT SERVICES

The services listed below are available to **Customer** at the prices described herein for a period of two (2) years from the Effective Date. **Customer** may elect to proceed with any of the items described in this Exhibit by providing **New World** with a written Notice to Proceed. Upon receipt of a Notice to Proceed, **New World** shall invoice **Customer** for 60% of the associated costs, which **Customer** agrees to pay within thirty (30) days of invoice. The remaining 40% shall be invoiced upon delivery of the item requested, which **Customer** agrees to pay within thirty (30) days of invoice.

1. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

a) New World CAD to New World CAD Interface (4 instances)
b) Web Query (4 instances)
c) Data Connector to each additional New World Database (4 instances)
d) Web CAD monitor (4 instances)
e) Web Briefing Notes (includes BOLOs) (4 instances)
f) CAD Pager Interface (4 locations)
g) 911 Interface (1 PSAP)
h) Livescan Interface (1 bookings location)
i) Web Case/Accident Report Download (4 locations)
j) LERMS Query Services (4 instances)
k) Software System Testing (4 sites at $25,000 per site)

2. Optional Additional Interface Installation Services (per instance)

Interface Installation Service Fees:

Remote Support (each instance):

- New World CAD to New World CAD Interface	$1,800
- Web Query	$1,800
- Data Connector to each additional NWS Database	$1,800
- Web CAD Monitor	$1,800
- Web Briefing Notes (includes BOLOs)	$1,800
- LERMS Query Services	$3,000
- Citizen Reporting Interface	$1,750

Optional Additional Interface Installation Services (per instance) continued:

In-Field or Remote Support (includes set-up and training) (each instance):	
- CAD Pager Interface	$4,800
- 911 Interface	$3,600
- Encoder Interface	$5,000
- Livescan Interface	$8,000
- Commissary Interface	$5,000
- State/NCIC	$5,600
- On-Line CAD Interface to State/NCIC	$5,600
- On-Line Orders of Protection Interface to State/NCIC	$5,600
- On-Line Global Subjects Interface to State/NCIC	$5,600
- On-Line Wants & Warrants Interface to State/NCIC	$5,600
- New World Mug Shots/Imaging	$5,000
- Web Inmate Inquiry	$3,000
- Web Case/Accident Report Download	$2,400

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

This Standard Software Maintenance Agreement (SSMA) between **New World** and **Customer** sets forth the standard software maintenance support services provided by **New World**.

1. SSMA Period

This SSMA shall remain in effect for a term of ten (10) years (the SSMA term) beginning on the delivery of Licensed Standard Software ("Start Date") and ending on the same calendar date at the conclusion of the SSMA term. **New World** shall provide **Customer** no-charge SSMA for a period of 365 days from the Start Date.

2. Services Included

New World shall provide the following services during the SSMA term.

a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);

b) temporary fixes to Licensed Standard Software (see paragraph 6 below);

c) revisions to Licensed Documentation;

d) reasonable telephone support for Licensed Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone);

e) invitation to and participation in user group meetings;

f) emergency 24-hour per day telephone support, for *Aegis* software, seven (7) days per week for Licensed Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the *Aegis* phone support will be provided via pager and a **New World** support representative will respond to service calls within 30 minutes of call initiation.

g) includes integration of the 3rd party embedded software that is a component of the Exhibit A Licensed Standard Software.

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** at the Hourly Rate.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, other than that described in this **Agreement**, then the additional **New World** maintenance or support services provided shall be billed at the Hourly Rate.

4. Billing

Maintenance costs will be billed annually.

5. Additions/Deletions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA as specified in the underlying agreement for said additional Licensed Standard Software. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter. Should **Customer** wish to drop any modules, or users, licensed under Exhibit A, it shall notify **New World** ninety (90) days prior to the next maintenance period. **New World** shall make an appropriate adjustment to the subsequent annual maintenance cost based upon the dropped modules, or users.

6. Requests for Software Correction on Licensed Software

At any time during the SSMA term, if **Customer** believes that the Licensed Software does not conform to the warranties provided under this **Agreement**, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request For Service (RFS) provided at the Hourly Rate.

The no-charge software correction service does not apply to any of the following:

a) situations where the Licensed Software has been changed by anyone other than **New World** personnel;
b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Software Packages Covered for MSP Servers

New World agrees to provide software maintenance at the costs listed below for the **New World** Licensed Software packages described in Exhibit A.

Annual Maintenance Cost (including Emergency 24/7 Support)

	Standard	24/7 Support	Total Support
Year 1	No charge	No charge	No charge
Year 2	$110,000	$60,000	$170,000
Year 3	$220,000	$60,000	$280,000
Year 4	$330,000	$60,000	$390,000
Year 5	$352,000	$60,000	$412,000
Year 6	$374,000	$60,000	$434,000
Year 7	$396,000	$60,000	$456,000
Year 8	$407,000	$60,000	$467,000
Year 9	$418,000	$60,000	$478,000
Year 10	$429,000	$60,000	$489,000

8. Network and Infrastructure Quality Assurance

At **Customer's** option, Network and Infrastructure Quality Assurance $5,000/Quarter

a) On-site visits once per quarter to review Customer's network and infrastructure components;
b) Collaborative consultation, between New World and Customer, prior to Customer modifying its network and/or infrastructure components to include:
   - Potential impact on Licensed Software performance due to Customer's failure to maintain initial requirements and/or resulting from Customer's intended changes to network or infrastructure components
   - Recommendation of steps required in order to mitigate impact on Licensed Software performance based on non-compliance with specifications and/or changes to network or infrastructure components.

9. Renewal of SSMA

Four (4) months prior to expiration of this SSMA, **New World** shall provide **Customer** a renewal SSMA for a period of three (3) years.

EXHIBIT D
NEW WORLD SYSTEMS CORPORATION
NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES

This **Agreement**, when accepted and executed by **New World**, grants the undersigned the permission to use and/or have limited access to certain **New World Systems® Corporation (New World**) Proprietary and/or Confidential Information.

Installed At: **City of Yuma** (*Customer Name*) Located At: **1500 S. 1st Avenue Yuma, AZ 85364**

Authorized Signature of Customer:

_____	_____	_____
Name (Please Print or Type)	Title	Signature

In exchange for the permission to use or have access to **New World** proprietary and/or confidential information, including without limitation, **New World** software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. Except to the extent required by Arizona public records laws or compelled by other legal process (by deposition, interrogatory, request for production of documents, subpoena, civil investigative demand or similar process), no copies in any form will be made of **New World** Proprietary or Confidential Information without the expressed written consent of **New World's** President, including without limitation, the following:

a) Program Libraries, whether source code or object code;
b) Operating Control Language;
c) Test or Sample Files;
d) Program Listings;
e) Record Layouts;
f) All written Confidential or Proprietary Information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
g) All **New World** Product Bulletins and/or other **New World** Product related materials.

2. **New World** software, **New World** documentation, or other Proprietary or Confidential Information shall not be used for any purpose other than processing the records of the **Customer** identified above as permitted in the **Customer's** *Standard Software License and Services Agreement* with **New World**.

3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World**. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to **Customer** under the *Standard Software License and Service Agreement* between **Customer** and **New World**.

Agreed and Accepted by Third Party (Organization)

Organization: _____
By: _____
Title: _____
Date: _____

Agreed and Accepted by Third Party (Individual)

Individual: _____
By: _____
Title: _____
Date: _____

_____
Accepted and Approved by New World Systems Corp.
By: _____
Title: _____
Date: _____

EXHIBIT E
DEMONSTRATION SITE DISCOUNT

New World has provided **Customer** a significant discount in exchange for the privilege of using **Customer's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **Customer** agrees to act as a demonstration site for prospective **New World** customers. **Customer** also agrees to serve as a reference demonstration site on the telephone for prospective **New World** customers. By agreeing to be a demonstration site, **Customer** is not necessarily endorsing the **New World** software and **Customer** will not actively participate in any type of marketing and advertising campaign for or on behalf of **New World**.

Demonstrations will be coordinated with the appropriate **Customer** personnel and will be scheduled to minimize the interruption to **Customer's** operations and demonstrations shall not be scheduled without **Customer's** prior written consent. **New World** agrees prospective **New World** customers will be required to execute attached Exhibit N Demonstration Site Confidentiality Agreement prior to receiving access to **Customer's** Demonstration site. **New World** will provide **Customer** reasonable notice for preparation.

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

New World will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with individual Agency's portion of the conversion effort based on the revised estimate.

2. This conversion effort includes data coming from one unique database or source, not multiple sources.

3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records or editing must take place by **Customer** prior to providing the data to **New World**.

New World Responsibilities

1. **New World** will create and provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.

2. **New World** will provide the data conversion programs to convert **Customers** data from a single data source to the **New World** Licensed Software for the specified files that contain 500 or more records.

3. As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **Customer's** location. The conversion testing trip will be part of delivering the conversion programs to **Customer**.

4. **New World** will provide **Customer** up to 4 test sets per Agency converted of the converted data. Additional test sets requested may require additional conversion costs which shall be mutually agreed upon.

5. **New World** will provide warranty coverage for any conversion-related issue reported by **Customer** to **New World** within 30 days after the conversion is run in the live database.

6. Conversion of address data shall be included in the services described in this **Agreement**.

Customer Responsibilities

1. Up to **33** discrete data file/modules from **Customer's** current databases are included in this conversion. **Customer** will provide a list of discrete data files with descriptions of fields or data elements in each file.

2. Data will be submitted to **New World** in one or more of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel spreadsheet, or an ASCII-format delimited text file. Data may be delivered using any common media or data-delivery format such as ¼-inch tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

3. **Customer** understands that files or tables containing less than 500 records or table entries will not be converted.

4. A data dictionary (data descriptors) containing all data elements must be provided to **New World** for each file submitted with the media.

5. As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one ratio exists for **Customer** commitment and the **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.

6. **Customer** agrees to promptly review the conversion design document, and signoff after an appropriate time period. **Customer** agrees to signoff on the final conversions after appropriate review.

Files to be converted:

TBD as noted in Exhibit F1

EXHIBIT F1
DATA FILE CONVERSION ASSISTANCE

The services listed below are available to **Customer** at the prices described herein for a period of two (2) years from the Effective Date. **Customer** may elect to proceed with any of the items described in this Exhibit by providing **New World** with a written Notice to Proceed. Upon receipt of a Notice to Proceed, **New World** shall invoice **Customer** for 60% of the associated costs, which **Customer** agrees to pay within thirty (30) days of invoice. The remaining 40% shall be invoiced upon delivery of the item requested, which **Customer** agrees to pay within thirty (30) days of invoice.

Files to be converted:

City of Yuma Data File Conversion Pricing Estimates $70,000

(Up to 13 files from the following possible sources are included)

Data Conversion Analysis and Assessment

Master Files:

- Master Name (Jackets)
- Master Property
- Master Gun
- Master Vehicle

Police CAD / Records Management System:

- CAD / Call for Service
- Incidents
- Cases
- Narrative
- Mug Shots
- Alerts

Fire CAD / Records Management System:

- Incidents
- Pre-plans
- Inspections

New World's Data Conversion costs assume that a maximum of 13 data files from all applications will be converted, all subject to the findings of the post agreement Data Conversion Analysis and Assessment Report. This report may raise or lower the estimated conversion costs based on the agreed-upon amount of files and data to be converted.

Exhibit F1 / DATA FILE CONVERSION ASSISTANCE

Yuma County Sheriff's Office Data File Conversion Pricing Estimates **Multiple Application Database** Standard Conversion Plus 1 - CAD, RMS, Corrections	$30,000
City of Somerton Data File Conversion Pricing Estimates (Up to 9 files from the following possible sources are included)	$50,000

Data Conversion Analysis and Assessment

Master Files:

- Master Name (Jackets)
- Master Property
- Master Gun
- Master Vehicle

Police CAD / Records Management System:

- CAD / Call for Service
- Incidents
- Cases
- Narrative
- Mug Shots

New World's Data Conversion costs assume that a maximum of 9 data files from all applications will be converted, all subject to the findings of the post agreement Data Conversion Analysis and Assessment Report. This report may raise or lower the estimated conversion costs based on the agreed-upon amount of files and data to be converted.

Exhibit F1 / DATA FILE CONVERSION ASSISTANCE

City of Somerton/Cocopah Tribe Fire Data File Conversion Pricing Estimates $20,000

(Up to 2 files from the following possible sources are included)

Data Conversion Analysis and Assessment

Fire CAD / Records Management System:

- Incidents
- Pre-plans

New World's Data Conversion costs assume that a maximum of 2 data files from all applications will be converted, all subject to the findings of the post agreement Data Conversion Analysis and Assessment Report. This report may raise or lower the estimated conversion costs based on the agreed-upon amount of files and data to be converted.

Cocopah Tribe Data File Conversion Pricing Estimates $40,000

(Up to 9 files from the following possible sources are included)

Data Conversion Analysis and Assessment

Master Files:

- Master Name (Jackets)
- Master Property
- Master Gun
- Master Vehicle

Police CAD / Records Management System:

- CAD / Call for Service
- Incidents
- Cases
- Narrative
- Mug Shots

EXHIBIT G
CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

1. Definition of Project

New World will provide the **Customer** requested Standard Software Enhancements and/or Custom Software as discussed below to address the **Customer's** requirements. **Customer** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)*(1)* procedure below.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for the modifications/interfaces may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the modifications/interfaces based on the revised estimate.

Capabilities included in the initial scope:

TBD as noted in Exhibit G1

2. Methodology to Provide Enhancements and/or Custom Software

a) Definition of **New World's** Responsibility

This project includes the following activities to be performed by **New World**.

(1) Review of required features with **Customer**. Only items identified in Paragraph 1 above will be provided in this implementation plan. Any different modification shall be accomplished by a mutually agreeable Change Order.

(2) Preparation of Requirements Document (RD) to include:
- Detailed description of the required feature
- menu samples
- screen samples
- report samples

(3) Programming and programming test.

(4) On-site training, testing and/or other support services at the Hourly Rate.

For modification requiring over fifty (50) hours of work, **New World** utilizes a design document procedure [see 2(b)*(1)* below]. For smaller modifications, **New World** uses a Request For Service (RFS) procedure. Both procedures are reviewed with **Customer** at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Implementation Schedule

	Activity	**Targeted Time Period**
(1)	Complete Design Review with **Customer** Staff. **Customer** agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2)	New World submits completed RD to **Customer.**	To be determined
(3)	RD is accepted and signed off by **Customer** (no programming will be done by **New World** until the formal sign-off and **Customer's** authorization to proceed in writing).	To be determined
(4)	**New World** completes programming from RD and provides modified software to **Customer**.	To be determined
(5)	Software Modification Acceptance Test based on RD.	To be determined

c) **Customer's** Responsibility

All **Customer** requested changes after RD sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

EXHIBIT G1
CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

1. Definition of Project

The services listed below are available to **Customer** at the prices described herein for a period of two (2) years from the Effective Date. **Customer** may elect to proceed with any of the items described in this Exhibit by providing **New World** with a written Notice to Proceed. Upon receipt of a Notice to Proceed, **New World** shall invoice **Customer** for 60% of the associated costs, which **Customer** agrees to pay within thirty (30) days of invoice. The remaining 40% shall be invoiced upon delivery of the item requested, which **Customer** agrees to pay within thirty (30) days of invoice.

Capabilities included in the initial scope:

a) Enhancements / Modifications to Exhibit A Software

(1) **Fire and EMS ($25,600)**

Attachment A, General Tab

17 Fire & EMS

18 CFAI-Commission on Fire Accreditation International

Comment: This feature can be provided through a modification to standard software. The estimated cost of this modification is included in the fee proposal.

(2) **Fire and EMS: ($25,600)**

Attachment C, City of Yuma Fire Tab

33 **Fractal Time Reports**

34 **Required Features & Functions**

35 **The following fractal time reports are required and provide the CFAI assessment team with required information:**

Comment: New World does not offer detailed fractal report as a standard feature in the current release. This feature can be provided based on the the Fire Business Analytics prototype.

36 Report based on Response Time for emergency and non-emergency responses by selected date range and responding personnel on apparatus

Comment: Included in above modification

37 Report based on Receive (Turnout) Time for emergency and non-emergency response by selected date range and responding shift and station

Comment: Included in above modification

38 **Reports based on Call Processing Time (Alarm to Dispatch), Turnout Time (Receive to Turnout) and Response Time (Receive to On-Scene) by a variety of selection/grouping criteria including but not limited to:**

Comment: New World will provide these functions utilizing the Fire Business Analytics module and by providing enhancements to Fire Incidents to support up to 5 additional data elements from map layers.

39 date range

40 incident type/category

41 classification

42 fire management zone

43 map page
44 station
45 unit/apparatus
46 personnel
47 primary action taken
48 district
49 Report based on selected hour range and date for emergency and non-emergency call for service

(3) CAD Narrative ($9,000)
(4) Location Alerts via CAD to CAD Interface ($15,000)
(5) Message Switch Modifications for Failover ($24,000)
(6) Modify CAD Web Monitor ($15,000)
(7) Booking Alert and Transfer ($37,500)
(8) State Court Interface ($30,000)
(9) Corrections Work Release ($18,000)
(10) YRCS Fire Reporting Modifications ($0)
(11) CAD Modification to support timestamp when E911 received ($0)

b) Custom Software/Interfaces

With **New World** providing consultation, **Customer** is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

(1) Coplink Interface ($25,600)
(2) Business Analytics Module ($20,000)
(3) Health EMS (Sansio) Interface (patient care reporting): ($42,000)
(4) Telestaff Interface ($15,000)

Additional supplemental information for Exhibit G1, Item 1(a)(1) and 1(a)(2)

Name	Exhibit G1 Fire Reporting Modifications Fire Business Analytics
Short Description of Interface or Custom Modification	New World will provide the Fire Business Analytics Module in order to meet the reporting requirements in exhibit G of the YRCS contract. In particular, Fire Business Analytics will provide the ability to produce the reporting required for Fire Accreditation as defined in exhibit G.
Data Source **Target**	N/A
Interface Direction	N/A
NWS Interface	N/A
External System Interface	N/A
Detailed Description	YRCS requires that the fire solution provide reporting tools to enable the agencies to create the required reports for fire accreditation purposes. Exhibit G of the contract specifies particular reporting needs for accreditation. Fire Business Analytics is currently a prototype application that has been demonstrated to YRCS and will provide the necessary fractal and other non-standard reporting needed for accreditation. In addition, another ICD outlines specific modifications to FRMS and Business Analytics that will be needed to ensure the data elements outlines in exhibit G are available for the various reporting requirements.
Protocol/Transport	LAN based file import
Data Formats	Delimited file format, fixed field length
3rd Party Requirements	None
NWS Tasks	• Work with agency to define scope and functionality • Develop functional specification for approval • Install, configure, and test modification
Customer Tasks	• Work with NWS to define scope and functionality of modification • Have resource available to review and approve design • Have resources available to assist in installation, configuration, and testing of modifications. Personnel assigned should be familiar with the external system
Comments	
Solution Consulting Estimate	
Solution Consulting Comments	

Name	Exhibit G1.1.a.3 CAD Narrative Separation for Multi-Agency CFS
Short Description of Interface or Custom Modification	New World Systems will modify the add narrative command and add narrative window to allow narrative to be identified as for police, for fire, or for both.
Data Source **Target**	N/A
Interface Direction	N/A
NWS Interface	N/A
External System Interface	N/A
Detailed Description	New World Systems will modify the add narrative command and add narrative window to allow narrative to be identified as for police, for fire, or for both.
Protocol/Transport	N/A
Data Formats	N/A
3rd Party Requirements	None
NWS Tasks	• Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	• Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	
Solution Consulting Estimate	***(Estimated cost - $9,000)***
Solution Consulting Comments	

Name	Exhibit G1.1.a.4 Location Alerts across agencies via CAD to CAD interface
Short Description of Interface or Custom Modification	New World Systems will provide an enhancement to the CAD to CAD interface that will allow an agency to configure the alerts that need to be sent and the CAD to CAD interface will provide those alerts via narrative processing in CAD
Data Source **Target**	N/A
Interface Direction	N/A
NWS Interface	Enhancement to existing interface
External System Interface	N/A
Detailed Description	***New World Systems will expand the CAD to CAD interface to pass location alert information as appropriate. This approach provides an option for an agency to configure the alerts that need to be sent (to cut down on data transferred and limit what the user has to view) through the interface via narrative updates. This will include the preplan information as well, but not any attachments due to performance, bandwidth and size concerns. This information will appear in the narrative of the call in a manner that draws the user's attention and since it is part of the narrative, it will automatically go to any mobile unit dispatched to the call.***
Protocol/Transport	Web Service
Data Formats	XML
3rd Party Requirements	None
NWS Tasks	• Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	• Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	
Solution Consulting Estimate	***(Estimated enhancement - $15,000)***
Solution Consulting Comments	

Name	Exhibit G1.1.a.5 Message Switch Modifications for Failover
Short Description of Interface or Custom Modification	New World Systems will provide an option that allows two message switches to split agency connections and provide automatic failover support.
Data Source Target	N/A
Interface Direction	N/A
NWS Interface	N/A
External System Interface	State/NCIC
Detailed Description	***New World Systems has proposed multiple message switches that will operate in a load balanced, failover mode. This means the subscriber agencies within YRCS can be split between the two message switches based on favorable network routing and the two switches will be able to back each other up in case of a failure. New World Systems will do this using the existing message switch code that allows for the load balancing and will add a process that checks the viability of the corresponding message switch. If this process determines that the corresponding switch is not responding or that the network connections are not viable, it will then start up processes for all YRCS subscriber agencies. This will be based on each switch having a separate IP address on the network and having network routing in place that allows traffic to reach both message switches. Each switch will require a connection to ACJIS. Failover will be automatic, but recovery will be a manual process. This eliminates the need for another server on the network, and the overhead, expense and support requirements for an IBM HACMP (High Availability Cluster Multiple Processing) environment and provides one vendor support for the solution.***
Protocol/Transport	LAN based file import
Data Formats	Delimited file format, fixed field length
3rd Party Requirements	Network configuration and routing will need to be in place to support the detailed description above, in particular to support traffic from all YRCS agencies to both message switches and network support to route traffic in case of a failure as needed.
NWS Tasks	• Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	• Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	
Solution Consulting Estimate	***(Estimated enhancement - $24,000)***
Solution Consulting Comments	

Name	Exhibit G1.1.a.6 Expand CAD Web Monitor to see units and personnel assigned to unit
Short Description of Interface or Custom Modification	New World Systems will enhance the CAD web monitor to show units, equipment and all personnel assigned to the unit so mutual aid calls can share all the appropriate information between dispatch centers.
Data Source **Target**	N/A
Interface Direction	N/A
NWS Interface	N/A
External System Interface	
Detailed Description	***Agencies that provide mutual aid often need to know what other units are available, the equipment, and all personnel assigned. To do this across servers New World Systems will provide an expansion of the Web CAD monitor functionality to show the unit and ALL assigned personnel.***
Protocol/Transport	N/A
Data Formats	N/A
3rd Party Requirements	None
NWS Tasks	• Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	• Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	
Solution Consulting Estimate	***(Estimated enhancement - $15,000)***
Solution Consulting Comments	

Name	Exhibit G1.1.a.7 Agency Book Alert and Transfer to County Jail
Short Description of Interface or Custom Modification	New World Systems will provide an interface that will alert the county jail to an incoming booking and will provide an option to copy the agency booking information to the county jail system.
Data Source **Target**	New World Systems NWS
Interface Direction	One way
NWS Interface	Custom Interface – not previously developed
External System Interface	N/A
Detailed Description	Some agencies will process a subject locally creating a booking record before transporting to the county. County jail does not know that the individual is inbound until they arrive and then they have to re-enter all the booking data. To solve this issue, New World Systems will provide an Aegis Standard Booking Import Service and a Aegis Standard Booking Export Service. The import service would be used to pull booking information into the county jail to limit redundant data entry. The export service will be used for notification of incoming bookings.
Protocol/Transport	WCF
Data Formats	XML
3rd Party Requirements	None
NWS Tasks	• Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	• Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	
Solution Consulting Estimate	***(Estimated cost - $37,500)***
Solution Consulting Comments	"Aegis Standard Booking Import Service: IOE interface that allows a 3rd party to send an arrest/booking message to a WCF Service that then creates the initial Global Jacket and/or booking. At minimum it would allow import of the person arrested to minimize re-entry and at full scope might allow some of the booking to be created. Usha – you would know what fields would make sense and would be common across agencies and vendors. Aegis Standard Booking Export Service: IOE interface that pushes new bookings on a regular schedule (15 minutes) to other services that can use the information to be notified of new bookings. It would include both the Global Jacket information and booking details. A single contract could be used to support seamless New World to New World interfaces. Also we would need to leverage any jacket matching possible. "

Name	Exhibit G1.1.a.8 Interface to AZ State Court System
Short Description of Interface or Custom Modification	New World Systems will provide an interface to the Aztec Court System that will export case, arrest, and warrant information in XML format for import by the court application. This interface will also import dispositions for cases from the court application.
Data Source **Target**	New World Systems/Court Court/NWS
Interface Direction	Two Way
NWS Interface	Custom Interface – not previously developed
External System Interface	N/A
Detailed Description	***New World Systems can provide an interface to the Aztec Court system based on sending case/arrest information and/or warrants in XML format to the court system and receiving dispositions back from the court system in XML format. The court system needs to provide the necessary information for the format of the data being sent, as well as the returned dispositions. A technical contact at the court vendor will also need to be available for consultation.***
Protocol/Transport	Web service
Data Formats	XML
3rd Party Requirements	The court application will need to be able to import XML and provide details on their export methodology
NWS Tasks	• Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	• Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	
Solution Consulting Estimate	***(Estimated cost - $30,000)***
Solution Consulting Comments	

Name	Exhibit G1.1.a.9 Corrections Work Release Enhancement
Short Description of Interface or Custom Modification	New World will provide a corrections enhancement that will allow, based on configuration, agency defined rules for work release eligibility. This modification will ensure that only inmates that are fully sentenced have no holds, and no disciplinary events are eligible for work release. This modification will also provide a mechanism to flag inmates with work release that are no longer eligible.
Data Source **Target**	N/A
Interface Direction	N/A
NWS Interface	N/A
External System Interface	N/A
Detailed Description	The application must manage and track work detail for only those prisoners that: 1. Are fully sentenced 2. Have no holds 3. Have no disciplinary actions against them Currently there is no provision in the application to prevent inmates from being scheduled to work release. New World Systems will provide a custom modification as part of this contract to allow configuration to support the above requirements. The application will also manage and track work detail for prisoners that were originally eligible for work detail but violated their conditions of work detail and therefore are no longer eligible for work detail. This can be done via a report or query.
Protocol/Transport	N/A
Data Formats	N/A
3rd Party Requirements	None
NWS Tasks	• Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	• Work with NWS to define scope and functionality of interface • Have resource available to review and approve interface design
Comments	
Solution Consulting Estimate	***(Estimated cost - $18,000)***
Solution Consulting Comments	

Name	Exhibit G1.1.a.10 YRCS Fire Reporting Modifications
Short Description of Interface or Custom Modification	In order to meet YRCS requirements for fire accreditation reporting, New World will add up to 5 additional fields to the fire incident that will be populated from identified map layers when the fire incident is geo-validated. If required, the Fire incident will also be expanded to handle up to 3 additional status changes from CAD. These additional fields will be exposed to the Fire Business Analytics and will be available for reporting using a reporting service over the Fire Cube via Fire Business Analytics
Data Source **Target**	N/A
Interface Direction	N/A
NWS Interface	N/A
External System Interface	N/A
Detailed Description	In release 9.0, New World added several CAD statuses. There is a chance that additional CAD unit statuses will need to clear to FRMS. If required, New World will add these statuses to Fire Incidents and ensure that the fields populate when the call is cleared. Also, New World will add up to 5 additional fields to capture map layer information. When a location in Fire Incidents is geo-validated, these fields will be populated from the map layers. The process to populate the Fire Cube for Business Analytics will be modified to include both the additional unit statuses and map layer fields so that these fields are available to any reporting service that is used against the fire cube for fractal reporting.
Protocol/Transport	N/A
Data Formats	N/A
3rd Party Requirements	N/A
NWS Tasks	• Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	• Work with NWS to define scope and functionality of interface • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	The above modifications were agreed to with YRCS parties during a conference call on 05272010. Both New World Systems and Yuma parties were on the call.
Solution Consulting Estimate	40 hours (at no cost)
Solution Consulting Comments	

Name	Exhibit G1.1.a.11 CAD Modification to support timestamp when E911 received
Short Description of Interface or Custom Modification	New World will modify CAD to capture an additional timestamp when the E911 ANI/ALI data stream is received by the server. This will be added to the call for service and be available for reporting purposes
Data Source **Target**	911 ANI/ALI Controller CAD
Interface Direction	N/A
NWS Interface	This modification may affect the E911 interface
External System Interface	Standard E911 interface to ANI/ALI controller
Detailed Description	Currently, the New World CAD supports the import of the date timestamp that is part of the 30W ALI format. Given there is only one timestamp in this format, it's necessary to capture the time the ANI/ALI data stream reaches the CAD server. Since the ANI/ALI data stream is not sent until the dispatcher answers the E911 line, this is a close approximation of when the call was answered. New World will capture this timestamp into the call for service and make this timestamp available for reporting purposes.
Protocol/Transport	Dependant on data stream (either serial or IP)
Data Formats	Varies on 911 vendor
3rd Party Requirements	None
NWS Tasks	• Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	• Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	This modification was agreed up during a conference call on 05-27-2010 with both customer and New World Systems.
Solution Consulting Estimate	16 (at no cost)
Solution Consulting Comments	

Name	Exhibit G1.1.b.1 Coplink Interface
Short Description of Interface or Custom Modification	New World Systems will provide technical consultation with Coplink to provide the necessary data for their system. This will include the necessary export if required of the key modules to include incidents, cases, arrests, accidents, and tickets.
Data Source **Target**	New World Systems LERMS Coplink
Interface Direction	One Way Export
NWS Interface	Custom Interface – not previously developed
External System Interface	N/A
Detailed Description	Based on historical experience with Coplink, they are very flexible with regards to their ability to import data from external systems. There are options to accomplishing this export of data to include a copy of the database or a defined export. New World Systems will work with Coplink and **Customer** to determine the best approach for this geographic area and will provide the necessary technical consultation on the database schema.
Protocol/Transport	N/A
Data Formats	SQL Server
3rd Party Requirements	None
NWS Tasks	• Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	• Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	
Solution Consulting Estimate	120 hours ($25,600)
Solution Consulting Comments	

EXHIBIT H
ACCEPTANCE TESTING

The objective of Acceptance Testing is to verify that the Licensed Software provided by **New World** meets the agreed upon specifications as provided for in this **Agreement**.

Customer's project manager and the **New World** project manager shall jointly plan, coordinate and manage the testing processes. **Customer** agrees to conduct acceptance testing in a timely manner following notice by **New World** that a testing phase is ready to be started.

Acceptance Testing will include the following Licensed Software components:

- Licensed Standard Software
- Licensed Standard Software Interfaces
- Licensed Custom Software Interfaces
- Licensed Standard Software Enhancement/Modifications

As scheduled in the Implementation Plan and using **New World's** Exhibit B services, four phases of Acceptance Testing may take place. Each test is intended to occur sequentially unless otherwise agreed to by both parties.

- Functional Testing
- Interface Testing
- Reliability Testing
- Final Acceptance and Interoperability Testing

Reliability and Final Acceptance Testing shall not proceed until either (a) Functional and Interface testing are complete or (b) **Customer** waives, in writing, the Functional and Interface testing requirement. Payment milestones associated with Functional and/or Interface Testing, if any, shall be considered due if **Customer** waives these tests.

Should **Customer** identify a defect that substantially impairs **Customer's** value of the Licensed Software, **Customer** shall immediately provide a written notice to **New World** that acceptance is declined by **Customer**. Such defect(s), if any, shall be resolved in accordance with **New World's** obligations as defined in Exhibit C.

1. Functional Testing of Licensed Software

Prior to beginning functional testing, **New World** shall provide a test plan for review and approval by **Customer**. On completion of testing, **Customer** may approve or reject the entire Functional Test, or any elements of the Functional Test. If functional test is rejected by **Customer**, test may be repeated after corrections are provided by **New World.** Once started, the Functional Test shall be repeated at intervals not to exceed 30 days. The parties, by mutual, written agreement, may elect to proceed with the next phase of testing or Final Acceptance even if all specifications in the Functional Test are not met.

Functional Test Guidelines

All items coded "Yes" (as qualified) in the **New World** detail response to **Customer's** RFP shall be provided to **Customer** through Exhibit A software capabilities, **Customer's** use of 3rd Party software, Licensed Custom Software provided by **New World** and/or future enhancements to Exhibit A Licensed Standard Software provided under Exhibit C. After **Customer's** request to **New World,** and **New World's** written proposal and cost to provide the service using Exhibit B support services hours, Functional Testing shall be demonstrated to **Customer** by **New World**.

If **Customer** has not licensed the software on Exhibit A (either as optional or through a Change Order), then the specification associated with that software module shall not apply in any acceptance test and/or to fulfill the above criteria.

Exhibit H / ACCEPTANCE TESTING

2. Interface Testing of Licensed Software

Prior to beginning Interface Testing, **New World** shall provide a test plan for review and approval by **Customer**. On completion of testing, **Customer** may approve or reject the entire Interface Test, or any elements of the Interface Test. Once started, the Interface Test shall be repeated at intervals not to exceed 30 days. The parties, by mutual, written agreement, may elect to proceed with the next phase of testing or Final Acceptance even if all specifications in the Interface Test are not met.

New World shall develop test plans and provide them to **Customer** for review and approval. Interface Testing shall not begin until written approval of **New World's** submitted test plan has been accepted by **Customer**. Following approval of the Interface Test Plan, **New World** will demonstrate to **Customer** that the Licensed Software, Standard Interfaces, and Custom Interfaces, have been installed, are operational and provide the intended functionality as described in the Exhibit G Interface Control Documents.

3. Final Acceptance by means of Reliability Test of the Licensed Software

Upon placing the Licensed Software into production live use, the Licensed Software shall undergo a thirty (30) day reliability test. The purpose of this test is to demonstrate that the **New World** Licensed Software as delivered can perform under live operational conditions and continue to perform at a level consistent with specifications as set forth in this **Agreement.** If, during the first fifteen (15) days of the Reliability Test, the Licensed Software experiences a Major Failure, then the thirty (30) day period will start over from day one and continue for the full thirty (30) days. For purposes of this **Agreement, a** Major Failure is defined as the inability to perform the function for which the Licensed Software was designed and commissioned. If the Licensed Software fails on or after day sixteen (16), **Customer** may elect for the test to start over from day sixteen (16) and go for the remaining fifteen (15) day period or start over from day one and continue for the full thirty (30) days.

If the Licensed Software experiences a Major Failure as a result of a deficiency in the **Customer's** computing environment (network outage, server failure, operator error, planned downtime, etc), the reliability test will not be restarted but will continue from the point in time that such failure occurs and until the thirty (30) day test is completed unless a Major Failure occurs after the Licensed Software is restarted which is not attributed to the **Customer's** environment. Under such conditions the terms outlined above will govern the appropriate action to be followed.

Licensed Software shall be deemed accepted upon the successful completion of the 30 day Reliability Test as defined in above. Final Acceptance and corresponding payment(s), if any, for each component identified may occur independently after successful completion of the Reliability Test for each component. (i.e. each component of Exhibit A)

4. Final Acceptance by means of Beneficial Use of the Licensed Software, including interoperability

Notwithstanding anything above, the Licensed Software shall be deemed accepted ninety (90) days after **Customer** has had beneficial use of the Licensed Software without occurrence of a Major Failure through its use in a production environment ("live use") that supports **Customer** operations and meets the interoperability requirements described in **New World's** Detailed Response to the RFP. Final Acceptance shall not be withheld due to minor or moderate errors.

EXHIBIT I
INCORPORATION OF NEW WORLD'S RESPONSE TO CUSTOMER'S RFP SOFTWARE SPECIFICATIONS

For the applications licensed on Exhibit A, the **New World** Detailed Response to the software specifications of **Customer's** RFP, and **Customer's** RFP, and all addenda, are incorporated in this **Agreement**.

All items coded "Yes" (as qualified) in the **New World** Detailed Response to **Customer's** RFP Questionnaire will be provided to **Customer** through currently existing Exhibit A software capabilities, **Customer's** use of 3rd Party software, custom programming provided by **New World** and/or future enhancements to Exhibit A software provided under Exhibit C. Items that are qualified, or coded as requiring modification outside the scope of this **Agreement**, may be provided using Exhibit B support services.

For items other than functionality, any conflict between terms and conditions shall be resolved using the following order of precedence: this **Agreement**; **New World's** Detailed Response to the specifications of the RFP; **Customer's** RFP and all addenda.

If **Customer** has not licensed the software on Exhibit A (either as optional or through a Change Order), then the specification associated with that software module shall not apply in any acceptance test and/or to fulfill the above criteria.

EXHIBIT J
ESCROW OF SOFTWARE SOURCE CODE

So long as **Customer** pays the applicable fees as described in Exhibit AA, **New World** stipulates that the source code for the Licensed Software, together with the related Documentation as it is or becomes available, will be deposited in an escrow account maintained at a suitable Agent pursuant to an agreement between the Agent and **New World** (the "Escrow Agreement").

New World shall deposit into the escrow account current copies of source code for Releases and Versions of the Licensed Software and related Documentation.

New World or **New World**'s trustee in bankruptcy shall authorize the Agent to make and release a copy of the applicable deposited materials to **Customer** upon the occurrence of any of the following events: (i) The existence of any one or more of the following circumstances uncorrected for more than thirty (30) days: entry of an order for relief under Title 11 of the United States Code; the making by **New World** of a general assignment for the benefit of creditors; or action by **New World** under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; unless within the specified thirty (30) day period, **New World** provides to **Customer** adequate assurances, reasonably acceptable to **Customer** of its continuing ability and willingness to fulfill its maintenance obligations under this **Agreement**, (ii) **New World** or its successor or assigns has ceased its on-going business operations or that portion of its business operations relating to the sale, licensing and maintenance of the Software.

EXHIBIT K
STATEMENT OF WORK

Placeholder

EXHIBIT L
NEW WORLD TRAVEL POLICY

REIMBURSEMENT OF EMPLOYEE BUSINESS EXPENSES

Documentation

In order to comply with IRS and company policies, all expense reports must be properly documented. "Properly documented" means providing valid receipts, explanations and other information required by company policy. Expenses that are not properly documented will not be reimbursed.

1. Receipts

In general: Original detailed receipts from third parties are required for all expenditures except mileage and per diem allowance. (Photocopies of receipts are not acceptable.) Examples of original receipts include: hotel bills, rental car receipts, receipts attached to airline tickets, detailed restaurant checks, and cash register receipts. Where expenses have been charged to a credit card, the original credit card voucher must be attached as well (Photocopies of vouchers are not acceptable.) A credit card voucher or statement alone is not sufficient for expense report purposes.

For air travel: Boarding passes, ticket stubs and travel agent itineraries must be submitted. If you paid for the airfare yourself, you must also submit your airline receipt and credit card voucher or other valid proof of payment. For E-tickets: although there is no ticket stub to turn in, please submit boarding passes, itineraries and all other documentation provided by the travel agent and airline.

For rental cars: The final rental contract receipt and credit card voucher must be submitted.

For restaurants: Tear-off tabs and handwritten receipts for cash will generally not be accepted if they exceed $25.

All receipts must clearly indicate: Seller's name/location, date, amount, method of payment, and a detailed description of charges. In those rare cases where you have lost a receipt or did not get one, provide the above information along with an explanation of why there is no receipt. Do not cross out or change any of the information on a receipt. If explanations are required, make them on a separate sheet or in a blank space on the receipt. Illegible or altered receipts will not be accepted. A substituted receipt will not be accepted. The Company will retain your original receipts and expense reports should you ever need access to them.

Reimbursable Expenses

The following types of expenses are generally considered reimbursable:

1. Mileage

You will be reimbursed for the daily business use of your personal vehicle when such mileage exceeds your normal roundtrip commuting mileage.

> *Example: Susan Jones lives 20 miles from the office, making her normal roundtrip commuting mileage equal to 40. If she travels 50 miles to the airport on Monday, she will be reimbursed for 10 miles for that day (50 miles driven that day less her normal 40 mile daily commute).*

You will not be reimbursed for business mileage if the total distance driven is less than your normal commuting mileage on the days you drove. All approved miles traveled on a Saturday, Sunday or company holiday will be paid if you are on authorized company business that day.

The mileage reimbursement is intended to cover all vehicle expenses, including, but not limited to: gas, oil, tires, insurance, maintenance, licenses, depreciation, wear-and-tear, damage, deductibles, interest, loan or lease payments, replacement rental, liability, etc.

Employees are required to keep accurate records of their business mileage in accordance with IRS regulations. Those records must be made available to the company upon request.

Mileage Reimbursement Rates The costs of driving a vehicle vary depending on the number of miles driven and other factors. Certain costs, like fuel, depreciation, etc., increase with each additional mile driven. Other costs, like insurance, car payments, etc., stay about the same regardless of the number of miles driven and are personal costs, in large part. To address this, New World has two reimbursement methods. The reimbursement method you should use depends on the number of miles you drive each week.

1. Under 300 Miles Per Week For weeks where your reimbursable mileage is less than 300 miles, you will be reimbursed at the standard rate of $.38 per mile, or

2. Over 300 Miles Per Week For weeks where your reimbursable mileage is 300 miles or more, you will receive the following three reimbursements:

1. A fixed mileage reimbursement of $65 for all reimbursable miles driven that week, plus,

2. A variable mileage reimbursement for operating expenses and gas of $.14 per mile for every reimbursable mile driven, plus,

3. An additional reimbursement for up to $80 of gasoline purchased for business use. Receipts are required.

When your mileage exceeds 300 miles in a week you must also provide information on your expense report regarding the vehicle driven and the ending odometer readings of each business trip.

Example: Susan Jones takes two business trips in one week that total 550 reimbursable miles. She buys gas totaling $85 while on the trips. She turns in her gasoline receipts and calculates her reimbursement as:

Fixed Mileage Reimbursement: exceeded 300 miles this week	*$65.00*
Variable Mileage Reimbursement: 550 miles x $.14	*$77.00*
Gas Purchases: receipts totaling $85 (capped at $80)	*$80.00*
	Total $222.00

2. Parking, Tolls, etc.

The company will reimburse you for parking, tolls, and certain other fees associated with vehicle business travel that are not otherwise covered by the mileage reimbursement.

When parking overnight or longer, you must use the overnight, deck or long-term parking lots to avoid excessive parking costs. Any excessive parking expense will not be reimbursed.

3. Airfare

The authorized mode of air travel for company business in the United States is coach economy class. The company does not pay any premium or additional charge for first class or other upgraded service. Under current policy, you may choose to participate in Frequent Flyer programs as long as actual flights are chosen based on lowest fares, not maximizing personal mileage credits.

Air travel is not allowed to destinations that are within 200 miles of your home or local office or in any situation where it is more economical to drive rather than fly. All trips should originate from the major airport that is nearest to our local office (Detroit Metro for Troy office employees) unless it is less expensive to use a different airport.

You are encouraged to book airline reservations 14 days in advance if possible to take advantage of reduced rate fares. You're expected to accept the lowest fare with New World's preferred carrier, connecting flights, and alternative flights, which depart within 2 hours of your desired departure time.

Air travel reservations must be booked through a company-approved travel agent who will bill New World directly for the expense. In certain rare cases reservations may be made directly with the carrier as a result of flight cancellations and necessary last minute changes in travel plans. In cases where you directly pay for air fare yourself you must obtain a detailed receipt and submit it for reimbursement along with your credit card voucher or other proof of payment, boarding passes and any ticket stubs.

Your boarding passes, ticket stubs (unless using an E-ticket), and travel agent's itinerary must be submitted with your expense report for all air travel—regardless of whether the company or you paid the bill. If your itinerary differs from the actual flights you made, provide an explanation on the itinerary.

Unused Tickets

Unused tickets are valuable and must be returned to the controller's office immediately so that proper credit can be received. Do not keep unused tickets or try to convert them in any way for future use.

4. Rental Cars

Compact cars should normally be rented. Full-size vehicles and vans may only be rented if groups exceeding 4 people or oversize packages must be transported and it is more economical to rent a larger vehicle. Every effort should be made to share rental cars when attending common events with other New World employees.

You should return rental cars with a full tank of gas. Rental agencies charge excessive gasoline prices (currently $6.00/gallon or more) to refuel a vehicle. While New World will reimburse you for normally-priced gasoline you put into rental cars, we will not reimburse employees for excessive rental agency fuel charges that exceed $10 per rental. Fill up in the morning or night before if you're not sure you'll have time when you return the car.

If you use a rental car on a trip that originates from your home or office, you may claim the standard mileage rate for the business mileage (minus normal commuting mileage), but the cost of the rental car itself and gas, etc. will not be reimbursed.

In certain circumstances a Customer may request or allow you to drive a rental car to a location beyond 200 miles from your home or office. This will be allowed only if an authorized Customer representative agrees in writing to reimburse New World for the full cost of the rental car and all driving time at standard rates.

National Car Rental (NCR) To save money and better control expenses, the company maintains a corporate account with National Car Rental. Our account recap number can be found on your NCR card. You must use National unless they do not have a rental car available at that location. The collision damage waiver and personal accident insurance should be declined on all business rentals made under our regular NCR corporate plan. When renting your vehicle, verify that they are charging you the correct rate, which is usually stated on the itinerary from our travel agent.

It's most economical to return the car to the same location where you originally rented it. If you must return the car to another location, be aware that substantial additional charges will be assessed by National based on the distance between the origination and drop-off offices.

5. Ground Transportation

When renting a car is not more economical, the company will reimburse you for the costs of ground transportation, including taxi cabs, shuttle services, bus fares, etc. including up to a 15% tip where appropriate. Cabs in many large cities/airports can provide a detailed machine printed receipt . Such receipts should be obtained whenever possible. Share cab rides with other New World employees whenever possible to save money.

On trips that exceed 2 days: Cab fare will not be reimbursed if it would have been cheaper to rent a car.

6. Per Diem Allowances

Standard Per Diem for Overnight Travel: A standard per diem is paid for each **evening** you stay overnight on business. The standard per diem amount is $36 for travel within the 48 continental U.S. states and $44 outside the continental U.S. The standard per diem is intended to cover all meals, tips of all kinds, and other incidental expenses for that evening and the next day.

You may claim an additional $18 per diem on the day of your return if you arrive home after 7:00 p.m. (i.e., flight must arrive after 6:30 p.m.) You may claim an additional full per diem on the day of your return if you arrive home after midnight (i.e., flight must arrive after 11:30 p.m.)

Standard Per Diem for One-Day Trips: On one-day trips you may depart and return the same day and not spend an evening out of town. In those cases, a $18 per diem may be claimed if you spend 12 hours or more away from home on company business and travel more than 50 miles away from your office.

Billing and Special Situations: New World's Customers are normally invoiced for all per diem allowances paid to employees for service trips. Sometimes our arrangements with Customers may specify a per diem amount that is higher or lower than the standard rates above for business reasons. As a general rule, this will not change the standard per diem allowance paid to employees. You will be notified in advance in writing if any exception to this general rule applies in a specific situation.

7. Lodging

You are expected to stay in economy hotels/motels when traveling on company business (examples: Comfort Inns, many Holiday Inns, and other clean newer bargain motel chains, etc.) Lodging at higher priced luxury or resort hotels will not be reimbursed unless approved by the President, or Vice President - Finance as being necessary for business reasons—for example, staying at a resort location to attend a trade show or staying close to the IBM or prospect's office during the sales process. Many hotels have government rates or special rates available to IBM Business Partners or guests of the city/county. You should always attempt to receive any reduced rate.

Only room charges and taxes will be reimbursed for the days that official company business is conducted. Charges for personal purchases like health club fees, room service, movies, snack bars, restaurant meals, bar charges, personal items, etc. are not reimbursable. On extended trips, a laundry/dry cleaning allowance of $10 per week will be reimbursed for travelers on extended trips who have not returned home for over 7 consecutive days.

EXHIBIT M
SAMPLE INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

OP ID JN NEWWO-2 | DATE (MM/DD/YYYY) 05/27/09

PRODUCER

Cambridge Underwriters Ltd.
P.O. Box 511077
Livonia MI 48151-7077
Phone: 734-525-0927 Fax: 734-525-0612

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

New World Systems Corp.
Attn: Mr. Chuck Twigg
888 W. Big Beaver Rd. #600
Troy MI 48084

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Great Northern Insurance Co.	20303
INSURER B:	Federal Insurance Company	20281
INSURER C:	Hartford Insurance Company	19682
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	35872722	05/28/09	06/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 1,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	73547435	05/28/09	06/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $10,000	79853647	05/28/09	06/01/10	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	35WEIL1140	05/28/09	05/28/10	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

FILE COPY

CERTIFICATE HOLDER

Insured's Copy

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Robin A Ballard

ACORD 25 (2001/08) © ACORD CORPORATION 1988

EXHIBIT N
DEMONSTRATION SITE CONFIDENTIALITY AGREEMENT

Visitor Name: _____ Visit Date: _____
(Print Name)

Visit Location and Purpose: _____

I understand that I will be provided with a demonstration of New World Systems Corporation Software at the City of Yuma Demonstration Site mentioned above. I understand that through the course of this demonstration, I may come into contact with Confidential and/or Proprietary information. I understand that the City of Yuma is obligated to keep this information confidential. I further understand that if I encounter Confidential and/or Proprietary information through the course of my demonstration and/or access to the demonstration site, it is solely for the purpose of demonstrating software, concepts or principals, and not for the purpose of disclosing the Confidential and/or Proprietary information.

I agree that I will otherwise not attempt to view any Confidential and/or Proprietary information. I also agree that I will not copy, or otherwise remove any Confidential and/or Proprietary information from the facility. Additionally, I agree that I will not disclose any Confidential and/or Proprietary information that I may come into contact with.

Signed: _____ Date:_____

New World Systems®
The Public Sector Software Company

APPENDIX 1
AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES

The attached configuration (Exhibit 1) describes the Third Party products and services that **New World** will obtain for **Customer**. By their written approval below, **Customer** authorizes **New World** to order the Exhibit 1 products for delivery to:

City of Yuma
Attn: ITS Department
One City Plaza
Yuma, AZ 85364

The payments for Appendix 1 Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

Customer is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. **Customer** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **Customer's** behalf. Travel Expenses incurred by **New World** are in addition to the Exhibit 1 cost and will be billed weekly as incurred and paid as outlined in Section II, 7.1.

The Exhibit 1 components and cost may only be changed by mutual agreement of the parties. If a change order in the configuration requires additional costs, **New World** shall notify **Customer** of the additional costs and with **Customer's** approval these costs shall be borne by **Customer**. Without such approval, the change order will not be processed.

Customer shall or may be required to execute selected agreements with vendors and **New World** shall not confirm the ordering of any Exhibit 1 products without **Customer's** authorized signature on said Agreements. **Customer** shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

Appendix 1 - AGREEMENT AND AUTHORIZATION FOR PROCUREMENTOF THIRD PARTY PRODUCTS AND SERVICES

EXHIBIT 1

CONFIGURATION

	THIRD PARTY SOFTWARE				
1.	**Embedded Third Party Software**				$25,000
	(includes all Third Party executable components)				
2.	**GIS Software**				$56,550
	CAD				
	- CAD Workstations using ArcGIS Engine Runtime (24 workstations)	500	ea.	$12,000	
	Mobile				
	- Mobile In-Car Mapping (297 units)	150	ea.	$44,550	
	THIRD PARTY HARDWARE				
3.	**Hardware, System Software & Services** (see attached)				$25,900
	Message Switch			$25,900	
	TOTAL THIRD PARTY COSTS				**$107,450**

OPTIONAL THIRD PARTY SOFTWARE/HARDWARE
THIRD PARTY HARDWARE

1.	**CopLogic**		$39,500
	- Yuma Police Department	$17,000	
	- Yuma County Sheriff's Office	$22,500	
2.	**Diagramming Software (Scene PD)**		
	Enterprise site license		$37,071
3.	**APS Ticketing and Citations**		$448,236
4.	**Telestaff Scheduling Software**		$74,300
5.	**Northpointe JICS Classification**		
	- 500 to 999 Beds		$16,950
	Northpointe JICS Classification & Inmate Management Training		
	- 500 to 999 Beds		$4,500
	TOTAL THIRD PARTY COSTS		**$546,257**

Appendix 1 - AGREEMENT AND AUTHORIZATION FOR PROCUREMENTOF THIRD PARTY PRODUCTS AND SERVICES

ESRI Notes

1) **Customer** will restrict use of the ESRI Software to executable code (used with the Aegis Licensed Standard Software).
2) **Customer** will prohibit (a) transfer of the ESRI Software except for temporary transfer in the event of computer malfunction; (b) assignment, time-sharing, lend or lease, or rental of the ESRI Software or use for commercial network services or interactive cable or remote processing services; and (c) title to the ESRI Software from passing to any other party.
3) **Customer** will prohibit the reverse engineering, disassembly, or decompilation of the ESRI Software and prohibit duplication of the ESRI Software except for a single archival copy; reasonable Sublicensee backup copies are permitted.
4) **Customer** will disclaim, to the extent permitted by applicable law, ESRI's liability for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the ESRI Software.
5) At the termination of their Agreement (Sublicense) with **New World, Customer** will certify in writing to **New World** that it has discontinued use and has destroyed or will return to **New World** all copies of the ESRI Software and documentation.
6) **Customer** will comply fully with all relevant export laws and regulations of the United States to assure that the ESRI Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
7) **Customer** will prohibit the removal or obscuring of any copyright, trademark notice, or restrictive legend.
8) If **New World** grants a Sublicense to the United States Government, the ESRI Software shall be provided with "Restricted Rights".
9) All Aegis/MSP Customers are required to use ESRI's ArcGIS suite of products to maintain GIS data. All maintenance, training and on-going support of this product will be contracted with and conducted by ESRI. Maintenance for ESRI's ArcGIS suite of products that are used for maintaining **Customer's** GIS data will be contracted by **Customer** separately with ESRI.
10) The on-going **New World** SSMA cost is required for any Aegis software changes related to integration with ESRI software.
11) If a new release of ESRI software is incorporated into the Aegis software, an associated upgrade fee may be required for the new ESRI software, depending on the potential cost from ESRI; and/or on the scope of effort required to integrate the new ESRI release with Aegis software.

Appendix 1 - AGREEMENT AND AUTHORIZATION FOR PROCUREMENTOF THIRD PARTY PRODUCTS AND SERVICES

SERVERS	
HARDWARE	**INVESTMENT**
IBM Power 520 Express 8203-E4A (Message Switch - Primary) - OP Panel Cable for Rack-Mount Drawer w/3.5" DASD - Primary OS - AIX - (2) 146GB, 15K-RPM SAS Disk Drive - USB Internal Docking Station for Removable Drive - (2) USB 160GB Removable Disk Drive (Backup/Recovery) - 4GB System Memory - Software Preinstall - Dual Port 1GB Intergrated Ethernet Daughter Card - 1-Core 4.2GHz POWER6 Processor Card - Zero Priced Processor Activation for #5633 - Power GTX145 PCI-Express Graphics Accelerator - SATA Slimline DVD-RAM Drive - (2) Power Cord, 6' to Wall, 125V, 15A, Plug Type #4 - IBM/OEM Rack Mount Drawer Rail Kit - IBM Rack Mount Drawer Bezel and Hardware - Power Supply, 950 Watt AC, Hot-Swap, Base & Redundant - DASD/Media Backplane for 3.5" DASD/DVD/Tape - Language Group Specify - US English	$7,100
IBM Power 520 Express 8203-E4A (Message Switch - Warm Standby) - OP Panel Cable for Rack-Mount Drawer w/3.5" DASD - Primary OS - AIX - (2) 146GB, 15K-RPM SAS Disk Drive - USB Internal Docking Station for Removable Drive - (2) USB 160GB Removable Disk Drive (Backup/Recovery) - 4GB System Memory - Software Preinstall - Dual Port 1GB Intergrated Ethernet Daughter Card - 1-Core 4.2GHz POWER6 Processor Card - Zero Priced Processor Activation for #5633 - Power GTX145 PCI-Express Graphics Accelerator - SATA Slimline DVD-RAM Drive - (2) Power Cord, 6' to Wall, 125V, 15A, Plug Type #4 - IBM/OEM Rack Mount Drawer Rail Kit	$7,100

- IBM Rack Mount Drawer Bezel and Hardware
- Power Supply, 950 Watt AC, Hot-Swap, Base & Redundant
- DASD/Media Backplane for 3.5" DASD/DVD/Tape
- Language Group Specify - US English

Total System Hardware	**$14,200**

SYSTEM SOFTWARE	**INVESTMENT**
IBM Power 520 Express 8203-E4A (Message Switch - Primary)	
- AIX V6.1	N/C
- System Program Order (CD Media)	$50
- AIX V6.1 Value Pak	$150
IBM Power 520 Express 8203-E4A (Message Switch - Warm Standby)	
- AIX V6.1	N/C
- System Program Order (CD Media)	$50
- AIX V6.1 Value Pak	$150
Total System Software	**$400**

IBM SERVICES	**INVESTMENT**
IBM Power 520 Express 8203-E4A (Message Switch - Primary)	$3,150
- Includes 3 Year HW/SW Maintenance, 24X7X4 Hour Support	
IBM Power 520 Express 8203-E4A (Message Switch - Warm Standby)	$3,150
- Includes 3 Year HW/SW Maintenance, 24X7X4 Hour Support	
Total IBM Services	**$6,300**

NEW WORLD PROFESSIONAL SERVICES	**INVESTMENT**
RS/6000 Installation Support[1]	$5,000
Total New World Services	**$5,000**
TOTAL INVESTMENT	**$25,900**

COPLOGIC

Yuma Police Department

Quantity	Description	Unit Price	Amount
1	Set-Up for DeskOfficer Online Reporting System (DORS) • Implementation Assistance • Setting up the interface to RMS/Report Writing Software • Training	$10,000.00	$ 10,000.00
1	Annual DORS Usage, Support, and Maintenance • Unlimited users, incident types, and report intake • Unlimited customer support (phone and e-mail) • Every update and upgrade released for DORS • Hosting on Coplogic's Secure Servers	$7,000.00	$ 7,000.00
		Subtotal	$ 17,000.00

Yuma Sheriff's Office

Quantity	Description	Unit Price	Amount
1	Set-Up for DeskOfficer Online Reporting System (DORS) • Implementation Assistance • Setting up the interface to RMS/Report Writing Software • Training	$12,500.00	$ 12,500.00
1	Annual DORS Usage, Support, and Maintenance • Unlimited users, incident types, and report intake • Unlimited customer support (phone and e-mail) • Every update and upgrade released for DORS • Hosting on Coplogic's Secure Servers	$10,000.00	$10,000.00
		Subtotal	$ 22,500.00

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler"), a Delaware corporation with offices at 5519 53rd Street, Lubbock, TX 79414, and the City of Yuma, AZ ("Client") with an address of One City Plaza, P.O. Box 13013, Yuma, AZ 85366.

WHEREAS, Client and New World entered into a software agreement on or about June 4, 2010 ("Agreement"); and

WHEREAS, Tyler acquired New World on or about November 16, 2015, becoming the successor-in-interest to New World, and assumed New World's rights and obligations under the Agreement; and

WHEREAS Client desires to amend the Agreement to add the products, licenses, and services listed herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:
    - "Amendment Investment Summary" means the agreed upon cost proposal for the software, products, and services attached hereto as Exhibit A.
    - "Brazos Components" means the Brazos software components of Tyler Software identified in the Amendment Investment Summary.
    - "Hosting Services" means the hosting services Tyler will provide for the Brazos Components for the fees set forth in the Amendment Investment Summary. Terms and Conditions for the Hosting Services are set forth in Exhibit B.
    - "SLA" means the service level agreement applicable to the Hosting Services for the Brazos Components. A copy of Tyler's current SLA is attached hereto as Schedule 1 to Exhibit B.
    - "Third Party Services" means the services provided by third parties, if any, identified in the Amendment Investment Summary.
    - "Tyler Software" means the licenses to the software identified in Exhibit A.
    - "Support Call Process" means the support call process applicable to the Brazos Components. A copy of Tyler's current Support Call Process is attached as Schedule 2 to Exhibit B.

2. Products Added. The hardware, software, services, and support itemized in the Amendment Investment Summary are hereby added to the Agreement as of the Amendment Effective Date.

3. Payment Terms.
    a. *License Fees*: License fees listed in the Amendment Investment Summary are due upon delivery of the Tyler Software.
    b. *Maintenance and Support Fees*: Maintenance and Support Fees are due upon ninety (90) days of delivery of the Tyler Software, and annually thereafter on the anniversary of that date. Maintenance and Support Fees for the initial year are as listed in the Amendment Investment

Summary. Fees for subsequent years are at Tyler's then-current rates.

c. *Hosting Fees*: Hosting Fees for the Hosting Services are invoiced annually in advance on the Amendment Effective Date, and at our then-current rates on each anniversary thereof.
d. *Hardware*: Hardware costs, if any, are invoiced upon delivery.

4. Effect on Terms. All terms and conditions not herein amended or superseded shall remain in full force and effect and shall govern this Amendment.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.	Client
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



Exhibit A
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by Tyler to Client under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[The remainder of this page is intentionally left blank.]

Amendment Investment Summary

Exhibit B
Hosting Terms for Brazos Components

1. Tyler will either host or engage Third Party Services in order to host the Brazos Components set forth in the Amendment Investment Summary for the fees set forth therein. Client agrees to pay those fees according to the terms of the Amendment. In exchange for those fees, Tyler agrees to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of the Agreement as amended. If Client fails to pay those fees, after advance written notice to Client, Tyler reserves the right to suspend delivery of the applicable Hosting Services.

2. Tyler will utilize hosting services through a Third Party Services provider, Rackspace, in accordance with the terms set forth in the Amendment Investment Summary. The fees contained in the Amendment Investment Summary are subject to annual increases. Client acknowledges and agrees that, in Tyler's sole discretion, Tyler may migrate the Hosting Services to a replacement system (including Tyler's own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. Tyler will undertake reasonable efforts to provide Client with advance written notice of any such transfer. Client agrees to provide all reasonable assistance and access in connection with any such transfer. In the event the Brazos Components are transferred to Tyler's data center and Tyler provides hosting services directly to Client, the terms of the SLA will also apply.

3. Where applicable, Tyler will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. Tyler will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

4. Hosting Term. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, at Tyler's then-current rates, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.



Exhibit B
Schedule 1
Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the Hosting Services that Client has requested Tyler to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from Client's applications, content or equipment, or the acts or omissions of any of Client's service users or third-party providers over whom Tyler exercises no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for Client's use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

Client Responsibilities

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. Client may escalate through the hosting hotline. Client will receive a support incident number. Any Downtime is measured from the time Tyler intakes Client's support incident.

To track attainment, Client must document, in writing, all Downtime that Client has experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar

quarter. Client must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation Client provides must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When Tyler's support team receives a call from Client that a Downtime has occurred or is occurring, Tyler will work with Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with Client to resume normal operations.

Upon timely receipt of Client's Downtime report, outlined above, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to Client's Downtime report within thirty (30) days of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to Client's confirmed Downtime, Tyler will provide Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to Client.
100%	95-97%	Remedial action will be taken at no additional cost to Client. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to Client. 5% credit of fee for affected billing cycle will be posted to next billing cycle

Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client. When maintenance is scheduled to occur, Tyler will provide approximately two (2) weeks' advance written notice to the contact information that Client supplies on Client notification form. When emergency maintenance is scheduled, Client will receive an email at that same contact point.

Force Majeure

Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with Client a signed request that said failure be excused. That writing will include the details and circumstances supporting Tyler's request for relief with clear and convincing evidence pursuant to this provision. Client will not unreasonably withhold its acceptance of such a request.

Exhibit B
Schedule 2
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones.

Tyler's Brazos eCitations solutions offers 24/7 support of the product and software.

Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

SLPD E-Citation Costs

Licenses and and Implementation Services

Quantity	Mfg_PartNumber	Product Description	Sales Price	Total Price
1	Setup & Config	Set Up & Config 3-Citation, TOW, Driver's Exchange	$5,625.00	$5,625.00
1	Training: Standard	Standard Training Package: INCLUDES: onsite officer/employee training including classroom and OJT training (maximum group size =14); Online Reference Materials; One (1) day (remote) administrator training	$1,166.00	$1,166.00
1	SVC: Project Management	SERVICES: Project Management (plus per diem as needed if not remote)	$1,133.00	$1,133.00
1	INTERFACE: CMS - Arizona AOC	INTERFACE: Arizona Administrative Office of Courts - AOC Court Case Management System (Annual Maintenance Fees apply)	$1,000.00	$1,000.00
1	INTERFACE: RMS - New World	INTERFACE: New World Records Management System. (Annual Maintenance Fees apply)	$0.00	$0.00
1	Config	Development of new configuration for hardware platform - HANDHELD	$2,500.00	$2,500.00
36	BT SETUP	Set Up Fees - Third Party Hardware	$50.00	$1,800.00
18	LIC: REF License - PDA	LICENSE: eCitation - Brazos Rapid Extension Framework (REF) Software License - PDA (annual maintenance fees apply) includes : Traffic Citations and Warnings plus Parking Citations and Warnings	$750.00	$13,500.00

Hardware Equipment

Quantity	Mfg_PartNumber	Product Description	Sales Price	Total Price
0	TC75AH-KA11ES-A1	Zebra Enterprise, TC75, North America, Android KITKAT,802.11ABGN, SE4750 Standard Range 2D Imager, Front & Rear Cameras, 1GB/8GB Memory, BT 4.0, NFC, English, Standard 4620 MAH Battery	$1,495.00	$0.00
0	SSE-TC75XX-30	Zebra Enterprise, One Care Essential Service, Includes comprehensive coverage, TC75XX, 3 Year	$350.00	$0.00
0	SG-TC7X-STYLUS-03	Zebra Enterprise, TC7X Stylus with tether, 3 pack	$30.00	$0.00
0	CRD-TC7X-SE5EU1-01	Zebra Enterprise, TC7X 5-Slot Ethernet Sharecradle,Charges either 5 TC70S or 4 TC70S + 4 Spare batteries via adaper cup (sold separately CUP-SE-BTYADP1-01), requires PWRS-14000-241R, 50-16002-029R, and 23844-00-00R	$450.00	$0.00

SLPD E-Citation Costs

0	PWRS-14000-241R	Zebra Enterprise, Power Supply for 4-Slot Cradles, 100-240VAC, 12VDC, 9A, Requires DC Line Cord 50-16002-029R and AC Line Cord 23844-00-00R (replaces 50-14000-241R)	$75.00	$0.00
0	50-16002-029R	Zebra Enterprise, DC line cord for 4-Slot cradles, works with power supply (50-14000-241R)	$33.00	$0.00
0	23844-00-00R	Zebra Enterprise, US AC Line Cord	$10.00	$0.00
0	BTRY-TC7X-46MA2-01	Zebra Enterprise, TC7X 4620 MAH LI-ON Battery, Single	$60.00	$0.00
0	SAC-TC7X-4BTYC1-01	TC7X Drop in style 4-Slot Battery Charger with LEDs to indicate Charge State. Can be docked and powered in the 5-Slot Cradle via adapter cup (sold separately) or used standalone. When used stand-alone requires PowerSupply (PWRS-14000-148R) and country specific AC line cord sold separately.	$115.00	$0.00
0	PWRS-14000-148R	Zebra Enterprise, Cradle Power Supply, 100-240 VAC (requires US AC line cord 23844-00-00R) (replaces KT-14000-148R)	$45.00	$0.00
0	23844-00-00R	Zebra Enterprise, US AC Line Cord	$10.00	$0.00
0	ZQ52-AUE0000-00	Zebra, Printer, ZQ520,4",BT 4.0,GROUP O	$665.00	$0.00
0	P1031365-059	Zebra, ZQ500, 2 cell battery (for use with QLN220,320 or ZQ510,ZQ520)	$72.00	$0.00
0	AC18177-5	Zebra, QUAD Battery Charger (for use with ZQ500,RW420/RW220)	$355.00	$0.00
0	LD-R4KN5B	Zebra, RW420/ZQ520 Paper, Z-Select 4000D 3.2 mil receipt paper, direct thermal, 4" X 81.25', 0.75" core, 2.25" OD, 25 year archiveability, 36 rolls per case.	$105.00	$0.00

Total Implementation Services	$13,224.00
Total Software	$13,500.00
Total Hardware Equipment	$0.00
Sub-total	$26,724.00
Tax	$1,188.00
Total Investment	**$27,912.00**

Optional	Towed Vehicle Reports	$2,000.00	
	NWS Tyler Technologies Professional Services (Implement Interface) (This fee to be covered with existing credits with NWS)	$7,000.00	

SLPD E-Citation Costs

	SLPD - Annual Recurring Fees		
1	Interface to CRM- AOC	$720.00	$720.00
1	Interface to RMS System - New World	$720.00	$0.00
18	eCitation License	$250.00	$4,500.00
		Total Annual Fees	**$5,220.00**

brazos™
a tyler public safety solution

eCitation – Flexible, Easy and Fast

Brazos™ from Tyler Technologies provides the most technologically advanced mobile electronic citation solution on the market today. All of our solutions are built upon an extremely powerful architecture that provides complete flexibility for our clients with no required changes to existing IT infrastructure.

Rather than writing citations by hand, which requires re-entry into the court and police records management systems, Brazos gives officers the ability to enter citation information directly from their electronic device. This electronic information is then automatically uploaded into the agency's system.

Features:

- Entire application is 100 percent tailored to each agency
- Operates on any device with a Microsoft® operating system (MDC, PDA, cell phone, etc.)
- Auto-fills suspect information from any DL or query returns
- Auto-fills vehicle information from VIN, registration sticker and/or query returns
- Provides complete citation, statistical and mapping reports
- Integrates with any police records management system, court or custom application
- Synchronizes the device over 802.11 a/b/g, cellular or batch connections
- Includes optional hosted or installed back-end collection and reporting

Ease of Operation

Since all screens and ticket layouts are tailored to each agency, your officers are able to recognize the fields and quickly adopt the technology. Many data entry options speed up the process of filling out the citation:

- Interface with existing mobile query software (NCIC returns)
- Read the 2D driver's license barcodes and magstripes
- Read VINs and registration stickers
- Pre-load streets, offenses and many other fields

...continues on the back

Benefits:

- Reduces time spent on traffic stops
- Increases officer and violator safety
- Eliminates data entry errors on citations
- Eliminates data entry into court and police systems
- Reduces total cost of processing citations
- Requires minimal IT support



Tyler's Brazos handheld technology eliminates data entry into court and police records management systems.

For more information, visit
www.tylertech.com
or email **info@tylertech.com**

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- Configure business rules to prevent saving or printing incomplete citations
- Automatically calculate court/arraignment dates

Available Modules

- Traffic Citations and Warnings
- Parking Citations and Warnings
- Accident/Crash Reporting
- Towed Vehicle Reports
- Field Interviews
- K9 Tracking
- Criminal Trespass Warnings
- Daily Activity Reports
- Code Enforcement
- Animal Control
- Custom modules to capture data currently collected via paper

Most Complete Solution Available

eCitation is a fully functional electronic citation system that can connect to any existing system and run on any device with a Microsoft® operating system, such as MDCs, PDAs or cell phones. This flexibility allows each agency to tailor the solution to maximize the value of an existing or new hardware or software investment.

eCitation provides the back-end data collection and reporting capabilities in both hosted and locally installed models to accommodate the needs of agencies of all sizes. The solution is built for growth and flexibility. It is not simply an electronic citation solution, but is built on an enterprise platform from which you can manage all of your handheld mobile devices.

You can change the look and feel of the screens, add new users and devices, customize ticket printouts and much more — all from our Web-based design and management platform.

Outstanding Support

Tyler Technologies provides outstanding customer support before, during and after the purchase of our solutions for all of our clients to ensure you receive the full value of your investment today and over the long term.

Minimal IT Support Required

For more than 15 years, Tyler's Brazos product has focused on mobile data collection and we continuously incorporate features to further your software's long-term viability and relevance. No change to your current IT infrastructure is required to implement our solution. You'll benefit from full administrative functionality to manage all users, devices, business rules and fields with no intervention from us.

A Trustworthy, Long-Term Partner

Tyler Technologies prides itself on delivering world-class solutions and becoming a true partner with our clients. When you purchase software solutions from Tyler, you aren't just getting the latest software as of the date you sign your contract. You are also receive the benefit of perpetual upgrades as they happen without additional license fees.

Microsoft is a registered trademark of Microsoft Corporation in the United States and other countries.

2011-05590 INTERGOVERNMENTAL AGREE.
03/04/2011 08:55:37 AM Pages: 24 Fees: $0.00
Requested By: YUMA CO BOARD OF SUPERVISORS
Recorded By: dshepard
Robyn Stallworth Pouquette County Recorder, Yuma County AZ

Please return original document
to the **Board of Supervisors Office,**
ATTENTION: Ginger Hamilton @ 373-1104
(Name & phone number)

TYPE OF DOCUMENT:

Sheriff: Approve Intergovernmental Agreement between the City of Yuma and the County of Yuma for the procurement, joint use support, maintenance and operation of the multi-jurisdictional integrated system known as the Yuma Regional Communications System (YRCS), effective upon full execution of the agreement for a period of five (5) years.

Term of contract: February 23, 2011 to February 23, 2016.

DOCUMENT APPROVAL:

Approved by Yuma County Board of Supervisors:
February 23, 2011, Consent Item No.12.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF YUMA AND THE COUNTY OF YUMA
FOR THE JOINT USE AND OPERATION OF A
MULTI-JURISDICTIONAL INTEGRATED PUBLIC SAFETY RADIO,
VIDEO, PHOTO, DATA AND EMERGENCY 911 SYSTEM

This Intergovernmental Agreement ("Agreement") between the City of Yuma, Arizona, a municipal corporation of the State of Arizona ("City") and the County of Yuma, a political body ("County") (hereinafter "Party" or "Parties") pursuant to Arizona Revised Statutes (A.R.S.) §11-951 through §11-954, as amended, is for the joint procurement/lease, maintenance, operation, and use of a Multi-Jurisdictional Integrated Public Safety 800/700 Megahertz (MHz) Radio System, Video and Photo System, Data System, and Emergency 911 System referred to hereafter as the Yuma Regional Communications System (YRCS). This Agreement also provides for tribes, other cities and towns, and State or Federal public safety agencies (hereinafter collectively called "YRCS Member Agency" or "YRCS Member Agencies") to participate in the YRCS if authorized by their respective governing bodies.

RECITALS

WHEREAS, A.R.S. §11-251 and A.R.S. §11-951, et. seq. authorize the County to enter into this Agreement, and A.R.S. §11-951 et. seq. and the Yuma City Charter, Article III, §13, authorize the City to enter into this Agreement; and

WHEREAS, the City and County are jointly implementing and using a multi-jurisdictional integrated system; and

WHEREAS, there is a compelling interest in developing and ensuring a coordinated, effective and efficient interoperable system for the benefit of law enforcement, jail management, fire and emergency medical rescue, emergency management services, and other services provided by public safety agencies within the Yuma County area; and

WHEREAS, it is in the public interest and benefit to the public safety, health and welfare of the citizens of the City and County for the Parties and YRCS Member Agencies to jointly use the YRCS;

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

SECTION 1 - Purpose: The purpose of this Agreement is to provide the terms and conditions for the procurement, joint use, support, and maintenance of the YRCS by the Parties and YRCS Member Agencies (Agency)

SECTION 2 - Effective Date: This Agreement becomes effective and binding upon each Party upon execution and continues until terminated pursuant to Section 3 or Section 10.

SECTION 3 - Duration: This Agreement is for a 5 year term commencing on February 23, 2011 ~~2010~~ and terminating five (5) years thereafter. This Agreement will automatically renew for one additional 5 year period unless sooner terminated pursuant to Section 10.

SECTION 4 - Additional Agencies: Other Agencies may become members of the YRCS, upon approval of, and under the terms and conditions established by, the YRCS Council. Agencies desiring to become a member of the YRCS shall have authorization of their respective governing bodies.

SECTION 5 - YRCS Council and YRCS Oversight:

A. **YRCS Council Structure:** There is created a YRCS Council, consisting of members representing each Party to this Agreement and other YRCS Member Agencies, with responsibilities as described below. Each government Law Enforcement agency and Fire/EMS agency of a Party or YRCS Member Agency will have one member on the Council. The YRCS Project manager will serve as voting member on the YRCS Council. The YRCS Council may modify or expand its membership from time to time upon vote of a majority of its current members. The Yuma County Sheriff will serve as the Chair of the YRCS Council. The Chair may designate a member from the YRCS Council to serve as an alternate chair if required.

B. **YRCS Council Voting Rights:**

1. **Non-Monetary Votes:** Each member of the YRCS Council will have one vote for each decision required that has no fiscal impact to Parties or YRCS Member Agencies. Non-fiscal impact votes may include, but not be limited to, changes to YRCS bylaws, operational issues, guidelines, policies, and Intergovernmental Agreements which are approved by the governing bodies of the Parties.
2. **Monetary Votes:** For decisions with fiscal impacts to YRCS Parties or to YRCS Member Agencies, or which require YRCS Parties or YRCS Member Agencies to provide additional funds beyond annual fees and the Public Safety Answering Point (PSAP) fees, each member of the YRCS Council shall have one vote for every $10,000 contributed in annual fees to YRCS, excluding Public Safety Answering Point fees, provided, however that the Party has paid all fees that are due up through the date of the vote.

C. **The YRCS Council shall:**

1. Establish written bylaws or other regulations describing its purpose and responsibilities.
2. Establish written guidelines, policies, procedures, rules, and regulations on joint use and operation of the YRCS, control of interagency talk groups, system interoperability, standard operating procedures and other requirements as necessary to aid in the smooth and efficient operation and integration of the YRCS. These written guidelines, policies, procedures, rules and regulations will become effective upon a majority vote of the YRCS Council.
3. Establish written conditions and procedures for an Agency to become member of the YRCS.
4. Annually, or more frequently if deemed necessary, review fees and costs and make adjustments in assessments as needed.
5. Hold meetings as called by the YRCS Council Chair or YRCS Project Manager, but not less than quarterly.
6. Expand or update YRCS Council membership and recommend that the YRCS support personnel be increased, as required.

D. **YRCS Project Manager:** A YRCS Project Manager will be appointed by the YRCS Council and will have overall responsibility of ensuring the YRCS and associated project activities are performing as expected. The YRCS Project Manager will have day-to-day responsibility and authority over personnel and funding provided for under this Agreement. The YRCS Project Manager will assist with applying for and managing grants and federal reporting requirements associated with YRCS projects. The YRCS Project Manager will be responsible for communicating and informing YRCS Council of any issues or concerns that may occur regarding the operation, support and funding of the YRCS.

SECTION 6 - YRCS Funding and System Access Fees:

A. **Grants:** A major portion of YRCS funding for purchase of equipment and expansion is expected to be provided for by grant funds received by Parties or YRCS Member Agencies.

B. **Parties:** Additional non-grant funds required from the Parties and YRCS Member Agencies to support and maintain YRCS systems will be determined by the YRCS Council and paid by each respective Party or YRCS Member Agency annually, or more frequently as determined by the YRCS Council. .

C. **Annual Fees:** The Parties to this Agreement and YRCS Member Agencies will contribute fees which will be used to support, manage and maintain the YRCS and associated personnel.

1. **Fees:** Fees for each succeeding fiscal year (July 1st to June 30th) will be set in January of each year. Annual fees will be based upon the maintenance and support costs described in Section 6. D below (Fees). Fees will remain in effect for the entire fiscal year, unless modified by the YRCS Council pursuant to 5.C.4 above, regardless if a Party or YRCS Member Agency adds or removes equipment or licenses during the year.

2. **Fee Due Date and Fee Adjustment:** Fees are due on July 30th of each year. Fees will be set by the YRCS Council annually, and may be reviewed and adjusted pursuant to 5.C.4 above if the YRCS Council determines there is a need for Fee adjustment at any time during the fiscal year. In January of each year, YRCS Project Manager will notify the Parties and YRCS Member Agencies in writing of any change to the current Fee for the following fiscal year to allow time for each Party or YRCS Member Agency to incorporate the Fees within the annual budgeting process. If it becomes necessary for the YRCS Council to increase Fees at any time during the fiscal year, the YRCS Council will notify the Parties and YRCS Member Agencies in writing of such adjustment no less than 60 days prior to the effective date to allow the Parties and YRCS Members to make budget adjustments as appropriate. Additional Fees will be due and payable 60 days after notification or effective date. Fees for new Agencies joining the YRCS will be prorated for any Agency that becomes a YRCS member after July 1 of any year in which this Agreement is effective.

3. **Access Rights and Privileges:** Any Party or YRCS Member Agency failing to pay required Fees within 90 days after the Fees become due and payable will forfeit all rights and privileges covered under this Agreement and the Party or YRCS Member Agency will immediately forfeit access and use of the YRCS. Portable and mobile radio equipment, servers or computer hardware and software and accessories purchased by the Party or YRCS Member Agency will remain the property of the Party or YRCS Member Agency. All equipment purchased with grant funds will be returned to the YRCS.

4. **Unused Fees:** Any unused fees will carry over to the next fiscal year unless designated otherwise by the YRCS Council.

D. **Maintenance and Support Costs:** Exhibits A-C of this Agreement provide a detailed breakdown of the costs included in the Fee. These Fees incorporate funding for, but are not limited, to:

1. **Personnel:** Full time and/or part time technical personnel or other support personnel required to manage and maintain YRCS equipment, databases and automated business applications used by the Parties or YRCS Member Agencies. Fees may also be used for staff materials, supplies, travel, and training costs for personnel who support the YRCS.

2. **YRCS Infrastructures:** Costs associated with the installation, support, maintenance, upgrade, replacement or repair of the YRCS infrastructure, such as routers, repeaters and microwave equipment, security components, application servers, back-up systems, generators, cabling, antennas, etc.

3. **Yuma County 911 Emergency System:** Annual costs associated with the administration and management of the Yuma County 911 Emergency System and associated data structures used in support of 911 services. The fees each Party or YRCS Member Agency will contribute for the Yuma County 911 Emergency System will be proportional based on the population of the Party's or YRCS Member Agency's jurisdiction as compared to the total Yuma County population. Population estimates utilized for the purposes of determining cost shares will be the most current Department of Economic Security official estimates. A Party or YRCS Member Agency classified as a Public Safety Answering Point (PSAP) shall contribute $7,500.00, or the current prevailing rate, annually toward the cost of administering the Yuma County 911 Emergency System. Yuma County 911 Emergency System fees are in addition to the Fees in Section 6. C.
4. **Annual License and Vendor Subscription Costs:** Annual costs associated with vendor maintenance/warranty costs or hardware/software upgrades or license and subscription fees for the YRCS and associated end-users.

SECTION 7 - Items Not Covered under AGREEMENT: This Agreement does not include costs associated with the replacement or repair of Party or YRCS Member Agency specific YRCS equipment such as portable and mobile radios, hand held devices, laptop or desktop computers, and associated accessories and that are not included under existing Fees or warranties. The owning Party or YRCS Member Agency will be solely responsible for all shipping and outside vendor labor and parts costs associated with repair or replacement of Party YRCS Member Agency specific equipment. This Agreement does not include any contracts between a Party or YRCS Member Agency and a 3rd party vendor, which shall remain the sole responsibility of the contracting Party or YRCS Member Agency.

SECTION 8 - Contracts and Procurement for YRCS: The City of Yuma will maintain all purchasing and support contracts for the YRCS system and all YRCS equipment will be purchased via those contracts. Purchase of the YRCS equipment will follow all applicable City and State procurement requirements. The YRSC Project Manager will be responsible for maintaining and overseeing the purchasing and support contracts for all services required for the YRCS.

SECTION 9 - Billing and Payments: The YRCS Project Manager will bill each Party and YRCS Member Agency for annual Fees no later than July 1 of each year. The City of Yuma will receive Fees and disburse payments for equipment and maintenance and provide accounting for the Fees.

SECTION 10 - Termination: Any Party may terminate this Agreement or any extension thereof by providing one (1) year written notice of termination to the YRCS Council Chair. Party specific hardware and software not purchased with YRCS grant funds will remain the property of the terminating Party. Hardware and software purchased with YRCS grant funds and not needed by YRCS for system functionality may remain the property of terminating Party if approved in writing by YRCS Council.

SECTION 11 - Unauthorized Use: The YRCS, its interfaces and radio system talk groups allocated to a Party or YRCS Member Agency shall only be used by that Party or YRCS Member Agency, unless otherwise agreed to by vote of YRCS Council or by Party or YRCS Member Agency head in the case of the talk group being assigned to that Party or YRCS Member Agency.

SECTION 12 - Personnel: The employees, agents, officials or representatives of the Parties or Member Agency will not for any purpose be considered employees, agents, officials or representatives of the other. Each Party assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for

their supervision, daily direction and control, discipline, payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits.

SECTION 13 - Authorization: This Agreement has been approved by actions taken by the governing bodies of each Party. In such respective action, the undersigned were authorized and directed to execute this Agreement. Approval by the respective governing bodies of each Agency will be required when an Agency desires to join the YRCS.

SECTION 14 - Conflict of Interest: The Agreement is subject to the conflict of interest and cancellation provisions of the Arizona Revised Statutes, §38-511, as amended, the provisions of which are incorporated herein.

SECTION 15 - Attorney Fees and Costs: If any Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement the prevailing party is entitled to reasonable attorney fees and costs as determined by the court.

SECTION 16 - Compliance with Law: The Parties to this Agreement must comply with all federal, state and local laws and ordinances applicable to its performance under this Agreement.

SECTION 17 - Severability: If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

SECTION 18 - Integration: This Agreement contains the entire agreement between the Parties, and no oral or written statements, promises, or inducements made by either Party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the Parties.

SECTION 19 - No Partnership: Nothing in this Agreement constitutes a partnership or joint venture between the Parties and neither Party is the principal or agent of the other.

SECTION 20 - Indemnification: Each Party agrees to defend, indemnify, and hold harmless the other and its agents, officials, employees and representatives from and against any and all claims, losses and expenses resulting from that Party's negligent or intentional acts, mistakes, or omissions in the performance of this Agreement.

SECTION 21 - Notices: All notices or demands upon any party to this Agreement shall be in writing and all shall be delivered in person or sent by certified mail addressed as follows:

City of Yuma
City Administrator
P O Box 13014
One City Plaza
Yuma, Arizona 85366

Yuma County Sheriff's Office
141 S. 3rd Ave.
Yuma, Arizona 85364

Yuma County Administrator
198 S. Main Street
Yuma, AZ 85364

SECTION 22 - Recording: This Agreement shall be recorded in the Office of the County Recorder of Yuma County Arizona and with the City of Yuma Clerk's Office.

SECTION 23 - Modifications: No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the Party against whom the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

SECTION 24 - Assignment: This Agreement is not assignable without the mutual written consent of all Parties.

SECTION 25 - Dispute Resolution: In the event a dispute arises, to the extent required by A.R.S. §12-1518, the agencies agree to submit any dispute to mediation or arbitration.

SECTION 26 - Venue: The Parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in Superior Court of Yuma County.

SECTION 27 - Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

SECTION 28 - Sudan and Iran Business Operations: By entering into this Agreement, each Party certifies to the other that it does not have scrutinized business operations in Sudan or Iran as those terms are defined in A.R.S. § 35-391 *et seq.* and § 35-393 *et seq.*

SECTION 29 - Employment Eligibility: Each Party warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. The Parties retain the legal right to inspect the papers of any Party or subcontractor employee who works on this Agreement to ensure that the other Party or its subcontractors are complying with this warranty.

SECTION 30 – Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original as against the party signing such counterpart, but which together shall constitute one and the same instrument.

DATED this 18TH day of NOVEMBER, 2010.

CITY OF YUMA

BY _____
Gregory K. Wilkinson
City Administrator

YUMA COUNTY

BY _____
Casey Prochaska, Chairman
Yuma County Board of Supervisors

ATTEST:

BY _____
Lynda L. Bushong
City Clerk

BY _____
Robert L. Pickels, Jr.
Clerk of the Board

APPROVED AS TO FORM:

BY _____
Steven W. Moore
Yuma City Attorney

BY _____
Jon R. Smith
Yuma County Attorney

Date: 6/4/2010

Yuma Regional Communications Consortium
Public Safety Software and Systems
Annual Maintenance

YRCS RECAP

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
New World Total Maintenance		$0.00	$110,000.00	$220,000.00	$330,000.00	$352,000.00	$374,000.00	$396,000.00	$407,000.00	$418,000.00	$429,000.00
New World Corrections Maintenance		$0.00	$7,150.00	$14,300.00	$21,450.00	$22,880.00	$24,310.00	$25,740.00	$26,455.00	$27,170.00	$27,885.00
New World Maintenance Less Corrections		$0.00	$102,850.00	$205,700.00	$308,550.00	$329,120.00	$349,690.00	$370,260.00	$380,545.00	$390,830.00	$401,115.00
3rd Party Maintenance											
Message Switches		$0.00	$0.00	$0.00	$2,400.00	$2,520.00	$2,646.00	$2,778.30	$2,917.22	$3,063.08	$3,216.23
Network Switches/Firewalls		$0.00	$4,100.00	$4,305.00	$4,520.25	$4,746.26	$4,983.58	$5,232.75	$5,494.39	$5,769.11	$6,057.57
Other Maintenance (Agency Specific)											
City of Yuma - PD											
Server/SAN Hardware		$0.00	$4,879.00	$5,122.95	$5,379.10	$5,646.05	$5,930.45	$6,226.98	$6,538.33	$6,865.24	$7,208.51
Server OS, VM Software/Firewall		$0.00	$5,979.88	$6,278.88	$6,592.82	$6,922.46	$7,268.58	$7,632.01	$8,013.61	$8,414.30	$8,835.01
Backup Systems		$0.00	$0.00	$0.00	$492.00	$516.60	$542.43	$569.55	$598.03	$627.93	$659.33
CopLogic - YPD		$0.00	$7,000.00	$7,350.00	$7,717.50	$8,103.38	$8,508.54	$8,933.97	$9,380.67	$9,849.70	$10,342.19
City of Yuma - FD											
Server/SAN Hardware		$0.00	$1,071.00	$1,124.55	$1,180.78	$1,239.82	$1,301.81	$1,366.90	$1,435.24	$1,507.00	$1,582.35
Server OS, VM Software/Firewall		$0.00	$1,312.66	$1,378.29	$1,447.20	$1,519.56	$1,595.54	$1,675.32	$1,759.09	$1,847.04	$1,939.39
Backup Systems		$0.00	$0.00	$0.00	$108.00	$113.40	$119.07	$125.02	$131.27	$137.84	$144.73
Yuma County Sheriff											
Server/SAN Hardware		$0.00	$5,950.00	$6,247.50	$6,559.88	$6,887.87	$7,232.26	$7,593.88	$7,973.57	$8,372.25	$8,790.86
Server OS, VM Software/Firewall		$0.00	$7,292.54	$7,657.17	$8,040.03	$8,442.03	$8,864.13	$9,307.33	$9,772.70	$10,261.34	$10,774.40
Backup Systems		$0.00	$0.00	$0.00	$600.00	$630.00	$661.50	$694.58	$729.30	$765.77	$804.06
CopLogic - YCSO		$0.00	$10,000.00	$10,500.00	$11,025.00	$11,576.25	$12,155.06	$12,762.82	$13,400.96	$14,071.00	$14,774.55
Somerton Police Dept											
Server/SAN Hardware		$0.00	$2,500.00	$2,625.00	$2,756.25	$2,894.06	$3,038.77	$3,190.70	$3,350.24	$3,517.75	$3,693.64
Server OS, VM Software/Firewall		$0.00	$4,300.26	$4,515.27	$4,741.04	$4,978.09	$5,226.99	$5,488.34	$5,762.76	$6,050.90	$6,353.44
Somerton/Cocopah Fire											
Server/SAN Hardware		$0.00	$2,500.00	$2,625.00	$2,756.25	$2,894.06	$3,038.77	$3,190.70	$3,350.24	$3,517.75	$3,693.64
Server OS, VM Software/Firewall		$0.00	$4,300.26	$4,515.27	$4,741.04	$4,978.09	$5,226.99	$5,488.34	$5,762.76	$6,050.90	$6,353.44
City of San Luis - PD											
Server/SAN Hardware		$0.00	$1,875.00	$1,968.75	$2,067.19	$2,170.55	$2,279.07	$2,393.03	$2,512.68	$2,638.31	$2,770.23
Server OS, VM Software/Firewall		$0.00	$3,281.45	$3,445.52	$3,617.79	$3,798.68	$3,988.62	$4,188.05	$4,397.45	$4,617.32	$4,848.19
City of San Luis - FD											
Server/SAN Hardware		$0.00	$625.00	$656.25	$689.06	$723.52	$759.69	$797.68	$837.56	$879.44	$923.41
Server OS, VM Software/Firewall		$0.00	$1,093.82	$1,148.51	$1,205.93	$1,266.23	$1,329.54	$1,396.02	$1,465.82	$1,539.11	$1,616.06
Cocopah PD											
Server/SAN Hardware		$0.00	$2,500.00	$2,625.00	$2,756.25	$2,894.06	$3,038.77	$3,190.70	$3,350.24	$3,517.75	$3,693.64
Server OS, VM Software/Firewall		$0.00	$4,375.26	$4,594.02	$4,823.72	$5,064.91	$5,318.16	$5,584.06	$5,863.27	$6,156.43	$6,464.25
Quechan PD											
Server/SAN Hardware		$0.00	$2,500.00	$2,625.00	$2,756.25	$2,894.06	$3,038.77	$3,190.70	$3,350.24	$3,517.75	$3,693.64
Server OS, VM Software/Firewall		$0.00	$4,375.26	$4,594.02	$4,823.72	$5,064.91	$5,318.16	$5,584.06	$5,863.27	$6,156.43	$6,464.25
Total YRCS Maintenance		$0.00	$191,811.38	$305,901.95	$423,797.05	$450,486.90	$477,411.24	$504,581.81	$521,010.90	$537,711.44	$554,697.01
Grant Funding or Other Credit		$0.00	$114,100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net YRCS Maintenance		$0.00	$77,711.38	$305,901.95	$423,797.05	$450,486.90	$477,411.24	$504,581.81	$521,010.90	$537,711.44	$554,697.01
	Licenses										
City of Yuma - PD	336	$0.00	$17,858.88	$82,898.81	$116,543.24	$123,941.20	$131,394.90	$138,907.13	$143,339.20	$147,835.80	$152,400.15
City of Yuma - FD	72	$0.00	$2,383.66	$16,248.62	$23,384.94	$24,890.79	$26,404.61	$27,926.80	$28,784.58	$29,651.59	$30,528.29
Yuma County Sheriff's Office	282	$0.00	$23,242.54	$78,242.31	$107,100.00	$113,773.35	$120,516.70	$127,333.54	$131,590.86	$135,929.21	$140,352.64
Corrections		$0.00	$0.00	$14,300.00	$21,450.00	$22,880.00	$24,310.00	$25,740.00	$26,455.00	$27,170.00	$27,885.00
Somerton Police Dept	71	$0.00	$6,800.26	$20,695.14	$27,859.46	$29,584.36	$31,329.11	$33,094.72	$34,218.38	$35,365.03	$36,535.81
Somerton/Cocopah Fire Dept	25	$0.00	$6,800.26	$11,913.11	$14,667.07	$15,517.29	$16,386.66	$17,276.12	$17,952.92	$18,651.88	$19,374.10
City of San Luis - PD	55	$0.00	$5,156.45	$15,914.52	$21,458.49	$22,788.54	$24,133.67	$25,494.63	$26,357.96	$27,238.75	$28,137.86
City of San Luis - FD	18	$0.00	$1,718.82	$5,241.20	$7,057.23	$7,494.25	$7,936.28	$8,383.58	$8,668.12	$8,958.47	$9,254.33
Cocopah Police Dept	50	$0.00	$6,875.26	$16,764.70	$21,919.53	$23,249.26	$24,598.72	$25,968.91	$26,833.35	$27,840.64	$28,811.93
Town of Wellton - PD	9	$0.00	$0.00	$1,718.22	$2,581.12	$2,752.25	$2,923.52	$3,094.94	$3,182.37	$3,269.96	$3,357.73
Town of Wellton - FD	3	$0.00	$0.00	$572.74	$860.37	$917.42	$974.51	$1,031.65	$1,060.79	$1,089.99	$1,119.24
Quechan Police Dept	17	$0.00	$6,875.26	$10,464.55	$12,455.42	$13,157.67	$13,879.13	$14,620.77	$15,224.65	$15,850.78	$16,500.26
Expansion Licenses	162	$0.00	$0.00	$30,928.01	$46,460.16	$49,540.52	$52,623.43	$55,709.01	$57,282.70	$58,859.34	$60,439.08
Total Agency Maintenance	1100	$0.00	$77,711.38	$305,901.95	$423,797.05	$450,486.90	$477,411.24	$504,581.81	$521,010.90	$537,711.44	$554,697.01

Date: 6/4/2010

Yuma Regional Communications Consortium
Public Safety Software and Systems
Annual Maintenance

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
New World Total Maintenance		$0.00	$110,000.00	$220,000.00	$330,000.00	$352,000.00	$374,000.00	$396,000.00	$407,000.00	$418,000.00	$429,000.00
New World Corrections Maintenance		$0.00	$7,150.00	$14,300.00	$21,450.00	$22,880.00	$24,310.00	$25,740.00	$26,455.00	$27,170.00	$27,885.00
New World Maintenance Less Corrections		$0.00	$102,850.00	$205,700.00	$308,550.00	$329,120.00	$349,690.00	$370,260.00	$380,545.00	$390,830.00	$401,115.00
3rd Party Maintenance											
Message Switches		$0.00	$0.00	$0.00	$2,400.00	$2,520.00	$2,646.00	$2,778.30	$2,917.22	$3,063.08	$3,216.23
Network Switches/Firewalls		$0.00	$4,100.00	$4,305.00	$4,520.25	$4,746.26	$4,983.58	$5,232.75	$5,494.39	$5,769.11	$6,057.57
Total Annual Maintenance		$0.00	$114,100.00	$224,305.00	$336,920.25	$359,266.26	$381,629.58	$404,011.05	$415,411.61	$426,832.19	$438,273.80
	Licenses										
Total YRCS Licenses	1100										
City of Yuma - PD											
New World per License Charge	336	0	$97.23	$190.91	$286.79	$305.81	$324.84	$343.88	$353.60	$363.33	$373.08
New World & 3rd Party Maintenance		$0.00	$32,668.36	$64,146.98	$96,361.82	$102,750.71	$109,144.89	$115,544.61	$118,808.56	$122,078.63	$125,355.12
Other Maintenance											
Server/SAN Hardware*		$0.00	$4,879.00	$5,122.95	$5,379.10	$5,648.05	$5,930.45	$6,226.98	$6,538.33	$6,865.24	$7,208.51
Server OS, VM Software/Firewall*		$0.00	$5,979.88	$6,278.88	$6,592.82	$6,922.46	$7,268.58	$7,632.01	$8,013.61	$8,414.30	$8,835.01
Backup Systems*		$0.00	$0.00	$0.00	$492.00	$516.60	$542.43	$569.55	$598.03	$627.93	$659.33
CopLogic - YPD		$0.00	$7,000.00	$7,350.00	$7,717.50	$8,103.38	$8,508.54	$8,933.97	$9,380.67	$9,849.70	$10,342.19
Total City of Yuma - PD Maintenance		$0.00	$50,527.25	$82,898.81	$116,543.24	$123,941.20	$131,394.90	$138,907.13	$143,339.20	$147,835.80	$152,400.15
Grant Funding or Other Credit		$0.00	$32,668.36	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net City of Yuma - PD Maintenance		**$0.00**	**$17,858.88**	**$82,898.81**	**$116,543.24**	**$123,941.20**	**$131,394.90**	**$138,907.13**	**$143,339.20**	**$147,835.80**	**$152,400.15**

*Annual Maintenance is estimated with a 5% increase per year - Year 3 through Year 10

Date: 6/4/2010

Yuma Regional Communications Consortium
Public Safety Software and Systems
Annual Maintenance

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
New World Total Maintenance		$0.00	$110,000.00	$220,000.00	$330,000.00	$352,000.00	$374,000.00	$396,000.00	$407,000.00	$418,000.00	$429,000.00
New World Corrections Maintenance		$0.00	$7,150.00	$14,300.00	$21,450.00	$22,880.00	$24,310.00	$25,740.00	$26,455.00	$27,170.00	$27,885.00
New World Maintenance Less Corrections		$0.00	$102,850.00	$205,700.00	$308,550.00	$329,120.00	$349,690.00	$370,260.00	$380,545.00	$390,830.00	$401,115.00
3rd Party Maintenance											
Message Switches		$0.00	$0.00	$0.00	$2,400.00	$2,520.00	$2,646.00	$2,778.30	$2,917.22	$3,063.08	$3,216.23
Network Switches/Firewalls		$0.00	$4,100.00	$4,305.00	$4,520.25	$4,746.26	$4,983.58	$5,232.75	$5,494.39	$5,769.11	$6,057.57
Total Annual Maintenance		$0.00	$114,100.00	$224,305.00	$336,920.25	$359,266.26	$381,629.58	$404,011.05	$415,411.61	$426,832.19	$438,273.80
	Licenses										
Total YRCS Licenses	1100										
City of Yuma - FD											
New World per License Charge	72	0	$97.23	$190.91	$286.79	$305.81	$324.84	$343.88	$353.60	$363.33	$373.08
New World & 3rd Party Maintenance		$0.00	$7,000.36	$13,745.78	$20,648.96	$22,018.01	$23,388.19	$24,759.56	$25,458.98	$26,159.71	$26,861.81
Other Maintenance											
Server/SAN Hardware*		$0.00	$1,071.00	$1,124.55	$1,180.78	$1,239.82	$1,301.81	$1,366.90	$1,435.24	$1,507.00	$1,582.35
Server OS, VM Software/Firewall*		$0.00	$1,312.66	$1,378.29	$1,447.20	$1,519.56	$1,595.54	$1,675.32	$1,759.09	$1,847.04	$1,939.39
Backup Systems*		$0.00	$0.00	$0.00	$108.00	$113.40	$119.07	$125.02	$131.27	$137.84	$144.73
Total City of Yuma - FD Maintenance		$0.00	$9,384.02	$16,248.62	$23,384.94	$24,890.79	$26,404.61	$27,926.80	$28,784.58	$29,651.59	$30,528.29
Grant Funding or Other Credit		$0.00	$7,000.36	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net City of Yuma - FD Maintenance		**$0.00**	**$2,383.66**	**$16,248.62**	**$23,384.94**	**$24,890.79**	**$26,404.61**	**$27,926.80**	**$28,784.58**	**$29,651.59**	**$30,528.29**

*Annual Maintenance is estimated with a 5% increase per year - Year 3 through Year 10

Date: 6/4/2010

Yuma Regional Communications Consortium
Public Safety Software and Systems
Annual Maintenance

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
New World Total Maintenance		$0.00	$110,000.00	$220,000.00	$330,000.00	$352,000.00	$374,000.00	$396,000.00	$407,000.00	$418,000.00	$429,000.00
New World Corrections Maintenance		$0.00	$7,150.00	$14,300.00	$21,450.00	$22,880.00	$24,310.00	$25,740.00	$26,455.00	$27,170.00	$27,885.00
New World Maintenance Less Corrections		$0.00	$102,850.00	$205,700.00	$308,550.00	$329,120.00	$349,690.00	$370,260.00	$380,545.00	$390,830.00	$401,115.00
3rd Party Maintenance											
Message Switches		$0.00	$0.00	$0.00	$2,400.00	$2,520.00	$2,646.00	$2,778.30	$2,917.22	$3,063.08	$3,216.23
Network Switches/Firewalls		$0.00	$4,100.00	$4,305.00	$4,520.25	$4,746.26	$4,983.58	$5,232.75	$5,494.39	$5,769.11	$6,057.57
Total Annual Maintenance		$0.00	$114,100.00	$224,305.00	$336,920.25	$359,266.26	$381,629.58	$404,011.05	$415,411.61	$426,832.19	$438,273.80
	Licenses										
Total YRCS Licenses	1100										

Yuma County Sheriff

New World per License Charge	282	$0.00	$97.23	$190.91	$286.79	$305.81	$324.84	$343.88	$353.60	$363.33	$373.08
New World & 3rd Party Maintenance		$0.00	$27,418.09	$53,837.65	$80,875.10	$86,237.21	$91,603.75	$96,974.94	$99,714.33	$102,458.85	$105,208.76
Other Maintenance											
Server/SAN Hardware*		$0.00	$5,950.00	$6,247.50	$6,559.88	$6,887.87	$7,232.26	$7,593.88	$7,973.57	$8,372.25	$8,790.86
Server OS, VM Software/Firewall*		$0.00	$7,292.54	$7,657.17	$8,040.03	$8,442.03	$8,864.13	$9,307.33	$9,772.70	$10,261.34	$10,774.40
Backup Systems*		$0.00	$0.00	$0.00	$600.00	$630.00	$661.50	$694.58	$729.30	$765.77	$804.06
CopLogic - YCSO		$0.00	$10,000.00	$10,500.00	$11,025.00	$11,576.25	$12,155.06	$12,762.82	$13,400.96	$14,071.00	$14,774.55
Total YCSO Maintenance		$0.00	$50,660.63	$78,242.31	$107,100.00	$113,773.35	$120,516.70	$127,333.54	$131,590.86	$135,929.21	$140,352.64
Grant Funding or Other Credit		$0.00	$27,418.09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net YCSO Maintenance		**$0.00**	**$23,242.54**	**$78,242.31**	**$107,100.00**	**$113,773.35**	**$120,516.70**	**$127,333.54**	**$131,590.86**	**$135,929.21**	**$140,352.64**

*Annual Maintenance is estimated with a 5% increase per year - Year 3 through Year 10

Date: 6/4/2010

Yuma Regional Communications Consortium
Public Safety Software and Systems
Annual Maintenance

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
New World Total Maintenance		$0.00	$110,000.00	$220,000.00	$330,000.00	$352,000.00	$374,000.00	$396,000.00	$407,000.00	$418,000.00	$429,000.00
New World Corrections Maintenance		$0.00	$7,150.00	$14,300.00	$21,450.00	$22,880.00	$24,310.00	$25,740.00	$26,455.00	$27,170.00	$27,885.00
New World Maintenance Less Corrections		$0.00	$102,850.00	$205,700.00	$308,550.00	$329,120.00	$349,690.00	$370,260.00	$380,545.00	$390,830.00	$401,115.00
3rd Party Maintenance											
Message Switches		$0.00	$0.00	$0.00	$2,400.00	$2,520.00	$2,646.00	$2,778.30	$2,917.22	$3,063.08	$3,216.23
Network Switches/Firewalls		$0.00	$4,100.00	$4,305.00	$4,520.25	$4,746.26	$4,983.58	$5,232.75	$5,494.39	$5,769.11	$6,057.57
Total Annual Maintenance		$0.00	$114,100.00	$224,305.00	$336,920.25	$359,266.26	$381,629.58	$404,011.05	$415,411.61	$426,832.19	$438,273.80
	Licenses										
Total YRCS Licenses	1100										
Somerton PD											
New World per License Charge	71	$0.00	$97.23	$190.91	$286.79	$305.81	$324.84	$343.88	$353.60	$363.33	$373.08
New World & 3rd Party Maintenance		$0.00	$6,903.14	$13,554.87	$20,362.17	$21,712.20	$23,063.35	$24,415.68	$25,105.38	$25,796.38	$26,488.73
Other Maintenance											
Server/SAN Hardware*		$0.00	$2,500.00	$2,625.00	$2,756.25	$2,894.06	$3,038.77	$3,190.70	$3,350.24	$3,517.75	$3,693.64
Server OS, VM Software/Firewall*		$0.00	$4,300.26	$4,515.27	$4,741.04	$4,978.09	$5,226.99	$5,488.34	$5,762.76	$6,050.90	$6,353.44
Total Somerton PD Maintenance		$0.00	$13,703.40	$20,695.14	$27,859.46	$29,584.36	$31,329.11	$33,094.72	$34,218.38	$35,365.03	$36,535.81
Grant Funding or Other Credit		$0.00	$6,903.14	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Somerton PD Maintenance		**$0.00**	**$6,800.26**	**$20,695.14**	**$27,859.46**	**$29,584.36**	**$31,329.11**	**$33,094.72**	**$34,218.38**	**$35,365.03**	**$36,535.81**

* Other Maintenance is estimated to begin in year 3 of project. Annual Maintenance will begin when Agency implements, pricing is subject to change at time of purchase and annual maintenance is estimated with a 5% increase per year - Year 4 through Year 10

Date: 6/4/2010

Yuma Regional Communications Consortium
Public Safety Software and Systems
Annual Maintenance

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
New World Total Maintenance		$0.00	$110,000.00	$220,000.00	$330,000.00	$352,000.00	$374,000.00	$396,000.00	$407,000.00	$418,000.00	$429,000.00
New World Corrections Maintenance		$0.00	$7,150.00	$14,300.00	$21,450.00	$22,880.00	$24,310.00	$25,740.00	$26,455.00	$27,170.00	$27,885.00
New World Maintenance Less Corrections		$0.00	$102,850.00	$205,700.00	$308,550.00	$329,120.00	$349,690.00	$370,260.00	$380,545.00	$390,830.00	$401,115.00
3rd Party Maintenance											
Message Switches		$0.00	$0.00	$0.00	$2,400.00	$2,520.00	$2,646.00	$2,778.30	$2,917.22	$3,063.08	$3,216.23
Network Switches/Firewalls		$0.00	$4,100.00	$4,305.00	$4,520.25	$4,746.26	$4,983.58	$5,232.75	$5,494.39	$5,769.11	$6,057.57
Total Annual Maintenance		$0.00	$114,100.00	$224,305.00	$336,920.25	$359,266.26	$381,629.58	$404,011.05	$415,411.61	$426,832.19	$438,273.80
	Licenses										
Total YRCS Licenses	1100										
Somerton/Cocopah Fire											
New World per License Charge	25	$0.00	$97.23	$190.91	$286.79	$305.81	$324.84	$343.88	$353.60	$363.33	$373.08
New World & 3rd Party Maintenance		$0.00	$2,430.68	$4,772.84	$7,169.78	$7,645.14	$8,120.90	$8,597.07	$8,839.92	$9,083.23	$9,327.02
Other Maintenance											
Server/SAN Hardware*		$0.00	$2,500.00	$2,625.00	$2,756.25	$2,894.06	$3,038.77	$3,190.70	$3,350.24	$3,517.75	$3,693.64
Server OS, VM Software/Firewall*		$0.00	$4,300.26	$4,515.27	$4,741.04	$4,978.09	$5,226.99	$5,488.34	$5,762.76	$6,050.90	$6,353.44
Total Somerton/Cocopah Fire Maintenance		$0.00	$9,230.94	$11,913.11	$14,667.07	$15,517.29	$16,386.66	$17,276.12	$17,952.92	$18,651.88	$19,374.10
Grant Funding or Other Credit		$0.00	$2,430.68	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Somerton/Cocopah Fire Maintenance		**$0.00**	**$6,800.26**	**$11,913.11**	**$14,667.07**	**$15,517.29**	**$16,386.66**	**$17,276.12**	**$17,952.92**	**$18,651.88**	**$19,374.10**

* Other Maintenance is estimated to begin in year 3 of project. Annual Maintenance will begin when Agency implements, pricing is subject to change at time of purchase and annual maintenance is estimated with a 5% increase per year - Year 4 through Year 10

Date: 6/4/2010

Yuma Regional Communications Consortium
Public Safety Software and Systems
Annual Maintenance

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
New World Total Maintenance		$0.00	$110,000.00	$220,000.00	$330,000.00	$352,000.00	$374,000.00	$396,000.00	$407,000.00	$418,000.00	$429,000.00
New World Corrections Maintenance		$0.00	$7,150.00	$14,300.00	$21,450.00	$22,880.00	$24,310.00	$25,740.00	$26,455.00	$27,170.00	$27,885.00
New World Maintenance Less Corrections		$0.00	$102,850.00	$205,700.00	$308,550.00	$329,120.00	$349,690.00	$370,260.00	$380,545.00	$390,830.00	$401,115.00
3rd Party Maintenance											
Message Switches		$0.00	$0.00	$0.00	$2,400.00	$2,520.00	$2,646.00	$2,778.30	$2,917.22	$3,063.08	$3,216.23
Network Switches/Firewalls		$0.00	$4,100.00	$4,305.00	$4,520.25	$4,746.26	$4,983.58	$5,232.75	$5,494.39	$5,769.11	$6,057.57
Total Annual Maintenance		$0.00	$114,100.00	$224,305.00	$336,920.25	$359,266.26	$381,629.58	$404,011.05	$415,411.61	$426,832.19	$438,273.80
	Licenses										
Total YRCS Licenses	1100										
City of San Luis - PD											
New World per License Charge	55	$0.00	$97.23	$190.91	$286.79	$305.81	$324.84	$343.88	$353.60	$363.33	$373.08
New World & 3rd Party Maintenance		$0.00	$5,347.50	$10,500.25	$15,773.51	$16,819.31	$17,865.98	$18,913.55	$19,447.83	$19,983.11	$20,519.44
Other Maintenance											
Server/SAN Hardware*		$0.00	$1,875.00	$1,968.75	$2,067.19	$2,170.55	$2,279.07	$2,393.03	$2,512.68	$2,638.31	$2,770.23
Server OS, VM Software/Firewall*		$0.00	$3,281.45	$3,445.52	$3,617.79	$3,798.68	$3,988.62	$4,188.05	$4,397.45	$4,617.32	$4,848.19
Total City of San Luis - PD Maintenance		$0.00	$10,503.95	$15,914.52	$21,458.49	$22,788.54	$24,133.67	$25,494.63	$26,357.96	$27,238.75	$28,137.86
Grant Funding or Other Credit		$0.00	$5,347.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net City of San Luis - PD Maintenance		**$0.00**	**$5,156.45**	**$15,914.52**	**$21,458.49**	**$22,788.54**	**$24,133.67**	**$25,494.63**	**$26,357.96**	**$27,238.75**	**$28,137.86**

* Other Maintenance is estimated to begin in year 3 of project. Annual Maintenance will begin when Agency implements, pricing is subject to change at time of purchase and annual maintenance is estimated with a 5% increase per year - Year 4 through Year 10

Date: 6/4/2010

Yuma Regional Communications Consortium
Public Safety Software and Systems
Annual Maintenance

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
New World Total Maintenance		$0.00	$110,000.00	$220,000.00	$330,000.00	$352,000.00	$374,000.00	$396,000.00	$407,000.00	$418,000.00	$429,000.00
New World Corrections Maintenance		$0.00	$7,150.00	$14,300.00	$21,450.00	$22,880.00	$24,310.00	$25,740.00	$26,455.00	$27,170.00	$27,885.00
New World Maintenance Less Corrections		$0.00	$102,850.00	$205,700.00	$308,550.00	$329,120.00	$349,690.00	$370,260.00	$380,545.00	$390,830.00	$401,115.00
3rd Party Maintenance											
Message Switches		$0.00	$0.00	$0.00	$2,400.00	$2,520.00	$2,646.00	$2,778.30	$2,917.22	$3,063.08	$3,216.23
Network Switches/Firewalls		$0.00	$4,100.00	$4,305.00	$4,520.25	$4,746.26	$4,983.58	$5,232.75	$5,494.39	$5,769.11	$6,057.57
Total Annual Maintenance		$0.00	$114,100.00	$224,305.00	$336,920.25	$359,266.26	$381,629.58	$404,011.05	$415,411.61	$426,832.19	$438,273.80
	Licenses										
Total YRCS Licenses	1100										
City of San Luis - FD											
New World per License Charge	18	$0.00	$97.23	$190.91	$286.79	$305.81	$324.84	$343.88	$353.60	$363.33	$373.08
New World & 3rd Party Maintenance		$0.00	$1,750.09	$3,436.45	$5,162.24	$5,504.50	$5,847.05	$6,189.89	$6,364.74	$6,539.93	$6,715.45
Other Maintenance											
Server/SAN Hardware*		$0.00	$625.00	$656.25	$689.06	$723.52	$759.69	$797.68	$837.56	$879.44	$923.41
Server OS, VM Software/Firewall*		$0.00	$1,093.82	$1,148.51	$1,205.93	$1,266.23	$1,329.54	$1,396.02	$1,465.82	$1,539.11	$1,616.06
Total City of San Luis - FD Maintenance		$0.00	$3,468.91	$5,241.20	$7,057.23	$7,494.25	$7,936.28	$8,383.58	$8,668.12	$8,958.47	$9,254.93
Grant Funding or Other Credit		$0.00	$1,750.09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net City of San Luis - FD Maintenance		**$0.00**	**$1,718.82**	**$5,241.20**	**$7,057.23**	**$7,494.25**	**$7,936.28**	**$8,383.58**	**$8,668.12**	**$8,958.47**	**$9,254.93**

* Other Maintenance is estimated to begin in year 3 of project. Annual Maintenance will begin when Agency implements, pricing is subject to change at time of purchase and annual maintenance is estimated with a 5% increase per year - Year 4 through Year 10

Date: 6/4/2010

Yuma Regional Communications Consortium
Public Safety Software and Systems
Annual Maintenance

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
New World Total Maintenance		$0.00	$110,000.00	$220,000.00	$330,000.00	$352,000.00	$374,000.00	$396,000.00	$407,000.00	$418,000.00	$429,000.00
New World Corrections Maintenance		$0.00	$7,150.00	$14,300.00	$21,450.00	$22,880.00	$24,310.00	$25,740.00	$26,455.00	$27,170.00	$27,885.00
New World Maintenance Less Corrections		$0.00	$102,850.00	$205,700.00	$308,550.00	$329,120.00	$349,690.00	$370,260.00	$380,545.00	$390,830.00	$401,115.00
3rd Party Maintenance											
Message Switches		$0.00	$0.00	$0.00	$2,400.00	$2,520.00	$2,646.00	$2,778.30	$2,917.22	$3,063.08	$3,216.23
Network Switches/Firewalls		$0.00	$4,100.00	$4,305.00	$4,520.25	$4,746.26	$4,983.58	$5,232.75	$5,494.39	$5,769.11	$6,057.57
Total Annual Maintenance		$0.00	$114,100.00	$224,305.00	$336,920.25	$359,266.26	$381,629.58	$404,011.05	$415,411.61	$426,832.19	$438,273.80
	Licenses										
Total YRCS Licenses	1100										
Cocopah PD											
New World per License Charge	50	$0.00	$97.23	$190.91	$286.79	$305.81	$324.84	$343.88	$353.60	$363.33	$373.08
New World & 3rd Party Maintenance		$0.00	$4,861.36	$9,545.68	$14,339.56	$15,290.28	$16,241.80	$17,194.14	$17,679.85	$18,166.46	$18,654.04
Other Maintenance											
Server/SAN Hardware*		$0.00	$2,500.00	$2,625.00	$2,756.25	$2,894.06	$3,038.77	$3,190.70	$3,350.24	$3,517.75	$3,693.64
Server OS, VM Software/Firewall*		$0.00	$4,375.26	$4,594.02	$4,823.72	$5,064.91	$5,318.16	$5,584.06	$5,863.27	$6,156.43	$6,464.25
Total Cocopah PD Maintenance		$0.00	$11,736.62	$16,764.70	$21,919.53	$23,249.26	$24,598.72	$25,968.91	$26,893.35	$27,840.64	$28,811.93
Grant Funding or Other Credit		$0.00	$4,861.36	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Cocopah PD Maintenance		**$0.00**	**$6,875.26**	**$16,764.70**	**$21,919.53**	**$23,249.26**	**$24,598.72**	**$25,968.91**	**$26,893.35**	**$27,840.64**	**$28,811.93**

* Other Maintenance is estimated to begin in year 3 of project. Annual Maintenance will begin when Agency implements, pricing is subject to change at time of purchase and annual maintenance is estimated with a 5% increase per year - Year 4 through Year 10

Date: 6/4/2010

Yuma Regional Communications Consortium
Public Safety Software and Systems
Annual Maintenance

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
New World Total Maintenance		$0.00	$110,000.00	$220,000.00	$330,000.00	$352,000.00	$374,000.00	$396,000.00	$407,000.00	$418,000.00	$429,000.00
New World Corrections Maintenance		$0.00	$7,150.00	$14,300.00	$21,450.00	$22,880.00	$24,310.00	$25,740.00	$26,455.00	$27,170.00	$27,885.00
New World Maintenance Less Corrections		$0.00	$102,850.00	$205,700.00	$308,550.00	$329,120.00	$349,690.00	$370,260.00	$380,545.00	$390,830.00	$401,115.00
3rd Party Maintenance											
Message Switches		$0.00	$0.00	$0.00	$2,400.00	$2,520.00	$2,646.00	$2,778.30	$2,917.22	$3,063.08	$3,216.23
Network Switches/Firewalls		$0.00	$4,100.00	$4,305.00	$4,520.25	$4,746.26	$4,983.58	$5,232.75	$5,494.39	$5,769.11	$6,057.57
Total Annual Maintenance		$0.00	$114,100.00	$224,305.00	$336,920.25	$359,266.26	$381,629.58	$404,011.05	$415,411.61	$426,832.19	$438,273.80
	Licenses										
Total YRCS Licenses	1100										
Town of Wellton - PD											
New World per License Charge	9	$0.00	$97.23	$190.91	$286.79	$305.81	$324.84	$343.88	$353.60	$363.33	$373.08
New World & 3rd Party Maintenance		$0.00	$875.05	$1,718.22	$2,581.12	$2,752.25	$2,923.52	$3,094.94	$3,182.37	$3,269.96	$3,357.73
Total Town of Wellton - PD Maintenance		$0.00	$875.05	$1,718.22	$2,581.12	$2,752.25	$2,923.52	$3,094.94	$3,182.37	$3,269.96	$3,357.73
Grant Funding or Other Credit		$0.00	$875.05	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Town of Wellton - PD Maintenance		**$0.00**	**$0.00**	**$1,718.22**	**$2,581.12**	**$2,752.25**	**$2,923.52**	**$3,094.94**	**$3,182.37**	**$3,269.96**	**$3,357.73**

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Date: 6/4/2010

Yuma Regional Communications Consortium
Public Safety Software and Systems
Annual Maintenance

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
New World Total Maintenance		$0.00	$110,000.00	$220,000.00	$330,000.00	$352,000.00	$374,000.00	$396,000.00	$407,000.00	$418,000.00	$429,000.00
New World Corrections Maintenance		$0.00	$7,150.00	$14,300.00	$21,450.00	$22,880.00	$24,310.00	$25,740.00	$26,455.00	$27,170.00	$27,885.00
New World Maintenance Less Corrections		$0.00	$102,850.00	$205,700.00	$308,550.00	$329,120.00	$349,690.00	$370,260.00	$380,545.00	$390,830.00	$401,115.00
3rd Party Maintenance											
Message Switches		$0.00	$0.00	$0.00	$2,400.00	$2,520.00	$2,646.00	$2,778.30	$2,917.22	$3,063.08	$3,216.23
Network Switches/Firewalls		$0.00	$4,100.00	$4,305.00	$4,520.25	$4,746.26	$4,983.58	$5,232.75	$5,494.39	$5,769.11	$6,057.57
Total Annual Maintenance		$0.00	$114,100.00	$224,305.00	$336,920.25	$359,266.26	$381,629.58	$404,011.05	$415,411.61	$426,832.19	$438,273.80
	Licenses										
Total YRCS Licenses	1100										
Town of Wellton - FD											
New World per License Charge	3	$0.00	$97.23	$190.91	$286.79	$305.81	$324.84	$343.88	$353.60	$363.33	$373.08
New World & 3rd Party Maintenance		$0.00	$291.68	$572.74	$860.37	$917.42	$974.51	$1,031.65	$1,060.79	$1,089.99	$1,119.24
Total Town of Wellton - FD Maintenance		$0.00	$291.68	$572.74	$860.37	$917.42	$974.51	$1,031.65	$1,060.79	$1,089.99	$1,119.24
Grant Funding or Other Credit		$0.00	$291.68	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Town of Wellton - FD Maintenance		**$0.00**	**$0.00**	**$572.74**	**$860.37**	**$917.42**	**$974.51**	**$1,031.65**	**$1,060.79**	**$1,089.99**	**$1,119.24**

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Date: 6/4/2010

Yuma Regional Communications Consortium
Public Safety Software and Systems
Annual Maintenance

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
New World Total Maintenance		$0.00	$110,000.00	$220,000.00	$330,000.00	$352,000.00	$374,000.00	$396,000.00	$407,000.00	$418,000.00	$429,000.00
New World Corrections Maintenance		$0.00	$7,150.00	$14,300.00	$21,450.00	$22,880.00	$24,310.00	$25,740.00	$26,455.00	$27,170.00	$27,885.00
New World Maintenance Less Corrections		$0.00	$102,850.00	$205,700.00	$308,550.00	$329,120.00	$349,690.00	$370,260.00	$380,545.00	$390,830.00	$401,115.00
3rd Party Maintenance											
Message Switches		$0.00	$0.00	$0.00	$2,400.00	$2,520.00	$2,646.00	$2,778.30	$2,917.22	$3,063.08	$3,216.23
Network Switches/Firewalls		$0.00	$4,100.00	$4,305.00	$4,520.25	$4,746.26	$4,983.58	$5,232.75	$5,494.39	$5,769.11	$6,057.57
Total Annual Maintenance		$0.00	$114,100.00	$224,305.00	$336,920.25	$359,266.26	$381,629.58	$404,011.05	$415,411.61	$426,832.19	$438,273.80
	Licenses										
Total YRCS Licenses	1100										
Quechan PD											
New World per License Charge	17	$0.00	$97.23	$190.91	$286.79	$305.81	$324.84	$343.88	$353.60	$363.33	$373.08
New World & 3rd Party Maintenance		$0.00	$1,652.86	$3,245.53	$4,875.45	$5,198.70	$5,522.21	$5,846.01	$6,011.15	$6,176.60	$6,342.37
Other Maintenance											
Server/SAN Hardware*		$0.00	$2,500.00	$2,625.00	$2,756.25	$2,894.06	$3,038.77	$3,190.70	$3,350.24	$3,517.75	$3,693.64
Server OS, VM Software/Firewall*		$0.00	$4,375.26	$4,594.02	$4,823.72	$5,064.91	$5,318.16	$5,584.06	$5,863.27	$6,156.43	$6,464.25
Total Quechan PD Maintenance		$0.00	$8,528.12	$10,464.55	$12,455.42	$13,157.67	$13,879.13	$14,620.77	$15,224.65	$15,850.78	$16,500.26
Grant Funding or Other Credit		$0.00	$1,652.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Quechan PD Maintenance		**$0.00**	**$6,875.26**	**$10,464.55**	**$12,455.42**	**$13,157.67**	**$13,879.13**	**$14,620.77**	**$15,224.65**	**$15,850.78**	**$16,500.26**

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Date: 6/4/2010

Yuma Regional Communications Consortium
Public Safety Software and Systems
Annual Maintenance

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
New World Total Maintenance		$0.00	$110,000.00	$220,000.00	$330,000.00	$352,000.00	$374,000.00	$396,000.00	$407,000.00	$418,000.00	$429,000.00
New World Corrections Maintenance		$0.00	$7,150.00	$14,300.00	$21,450.00	$22,880.00	$24,310.00	$25,740.00	$26,455.00	$27,170.00	$27,885.00
New World Maintenance Less Corrections		$0.00	$102,850.00	$205,700.00	$308,550.00	$329,120.00	$349,690.00	$370,260.00	$380,545.00	$390,830.00	$401,115.00
3rd Party Maintenance											
Message Switches		$0.00	$0.00	$0.00	$2,400.00	$2,520.00	$2,646.00	$2,778.30	$2,917.22	$3,063.08	$3,216.23
Network Switches/Firewalls		$0.00	$4,100.00	$4,305.00	$4,520.25	$4,746.26	$4,983.58	$5,232.75	$5,494.39	$5,769.11	$6,057.57
Total Annual Maintenance		$0.00	$114,100.00	$224,305.00	$336,920.25	$359,266.26	$381,629.58	$404,011.05	$415,411.61	$426,832.19	$438,273.80
	Licenses										
Total YRCS Licenses	1100										
Expansion											
New World per License Charge	162	$0.00	$97.23	$190.91	$286.79	$305.81	$324.84	$343.88	$353.60	$363.33	$373.08
New World & 3rd Party Maintenance		$0.00	$15,750.82	$30,928.01	$46,460.16	$49,540.52	$52,623.43	$55,709.01	$57,282.70	$58,859.34	$60,439.08
Total Expansion Maintenance		$0.00	$15,750.82	$30,928.01	$46,460.16	$49,540.52	$52,623.43	$55,709.01	$57,282.70	$58,859.34	$60,439.08
Grant Funding or Other Credit		$0.00	$15,750.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Expansion Maintenance		**$0.00**	**$0.00**	**$30,928.01**	**$46,460.16**	**$49,540.52**	**$52,623.43**	**$55,709.01**	**$57,282.70**	**$58,859.34**	**$60,439.08**

YRCS IGA - EXHIBIT B
Radio System Costs **
7/1/2010 - 6/30/2011

Technical Support Staff Salaries and Benefits	$181,189
Technical Support Staff Overtime	$15,000
Technical Support Staff Standby Pay	$13,360
Motorola Annual Support Cost	$68,000
Maintenance Reserve	$60,000
	$337,549

Annual Radio Fee (per radio) ** $250

Agencies	# Mobiles	# Portables	Total
Arizona Western College	1	8	9
Arizona Fish and Game (effective 1/1/2011)	0	4	4
Cocopah Police Department	19	18	37
Quechan Police Department (effective 1/1/2011)	8	15	23
City of Yuma Dispatch	14	6	20
City of Yuma Fire Department	28	74	102
City of Yuma Police Department	145	260	405
Rural Metro	0	7	7
City of San Luis Fire Department	6	23	29
City of San Luis Police Department	18	40	58
City of Somerton Fire Department	17	17	34
City of Somerton Police Department	10	15	25
Town of Wellton Police Department	5	5	10
Town of Wellton Fire Department	2	5	7
Yuma County Sheriff's Office	103	87	190
Yuma County Adult Probation	21	58	79
Yuma County Admininstration	0	2	2
Yuma County Community Srvcs	0	1	1
Yuma County Development Srvcs	1	5	6
Yuma County Emergency Management	0	2	2
Yuma County General Srvcs	1	45	46
Yuma County Health Dept	0	10	10
Yuma County Information Technology Srvcs	0	2	2

Yuma County Juvenille Detention	32	134	166
Yuma County Public Works	9	20	29
Yuma County Superior Court	1	13	14
Yuma County Planning and Zoning	0	2	2
Yuma Proving Ground Fire Department	1	3	4
Yuma Regional Medical Center	0	2	2

** Information and Fee subject to change per IGA

Total Agency Fee

$2,250.00

$500.00

$9,250.00

$2,875.00

$5,000.00
$25,500.00
$101,250.00

$1,750.00

$7,250.00
$14,500.00

$8,500.00
$6,250.00

$2,500.00
$1,750.00

$47,500.00
$19,750.00
$500.00
$250.00
$1,500.00
$500.00
$11,500.00
$2,500.00
$500.00

$41,500.00
$7,250.00
$3,500.00
$500.00

$1,000.00

$500.00

$327,875.00

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.C.**

Meeting Date: 10/26/2016

Department Head: Olivia Jenkins, Utilities Director, Utilities Department

Submitted By: Olivia Jenkins, Director of Human Resources, Human Resources Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding proposal and engagement letter to provide a water, wastewater, and solid waste rate analysis and long-term financial planning. **(Eulogio Vera, Public Works Director and/or Olivia Jenkins, Utilities Director)**

SUMMARY:

The City contracted consultant services in 2012 to conduct a utility rate study. Based on the results of that study, the city adopted a five (5) year plan and it was recommended that the city conduct a follow up review to ensure that maintenance and operations and/or infrastructure is funded appropriately. The current rate plan will end with Fiscal Year 2017-2018.

The review and analysis will assist city staff to assure that the city's water, wastewater, and solid waste services and infrastructure will continue to operate and be funded as well as acquire the ability to fund long-term water, wastewater, and solid waste capital improvement projects. The study will also enable the city to identify and minimize the impact of any potential rate adjustments on the rate payers.

Staff is asking for authorization to accept proposal for a full review and analysis of the water, wastewater, and solid waste enterprise funds as submitted by consultant in the amount of $29,000.00. Staff is also asking City Council for funds to cover expense from City Council's Contingency Budget. The Mayor and City Council have the authority to approve the proposal under San Luis Purchasing Code Section 36.08 for professional services.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PROPOSAL OF WILLDAN FINANCIAL SERVICES/ ECONOMISTS.COM. I FURTHER MOVE TO AUTHORIZE THE APPROPRIATE CITY OFFICIAL TO EXECUTE THE FEE AGREEMENT AND TAKE ACTIONS AS MAY BE NECESSARY TO EFFECTUATE THE SAME.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City Utilities
TOTAL:	$29,000.00
BUDGETED:	$0.00

AVAILABLE TO TRANSFER: $0.00

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: GL 300-310-80001 Professional Services

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

Per finance department's review and response, the item was not requested during the budget process as expenses neither in Public Works or Utilities' budget.

Attachments

Engagement-Proposal

September 15 2016

Ms. Olivia Jenkins
Director – Municipal Utilities
City of San Luis
1090 E. Union Street
San Luis, AZ 85349

Dear Ms. Jenkins:

Thank you for allowing **Willdan Financial Services/Economists.com** the opportunity to present this proposal to provide a water and wastewater rate analysis and long-term financial plan for the City of San Luis ("The City"). Willdan Financial Services is one of the largest public sector financial consulting firms in the United States. Our company has helped over 800 public agencies across the United States successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services.

On April 6, 2015, Willdan merged with **Economists.com**, a Texas-based economic and financial consulting firm established in October 1997. Our combined firm specializes in municipal and public sector utilities and our principal clients are national, state and local governments. Each of our clients is served directly by our senior level professionals with decades of experience in utility consulting and economic/financial management. We are proud of our history of building long term relationships with clients based on affordability, professionalism and performance. We have served as rate consultants to the City of San Luis since 1999 and are grateful for the opportunity to continue to provide service to the City.

Our specific services include:

- **Water and Wastewater Rate Studies**
- Sanitation Rate Studies
- Economic evaluation of water resources
- Water Planning and Management
- Connection and Impact Fee Studies
- Privatization Analysis
- Expert Witness Testimony on Reasonableness of Rate Structure
- Resource Allocation Studies
- Economic Impact and Development Studies

More information is available on our firm and professionals at our web sites, www.economists.com and www.willdan.com.

As Vice President of Willdan/Economists.com, I will manage and have primary responsibility for preparing this study for the City. I will be assisted by Mr. Daniel Lanning, Senior Project Manager.

It is our understanding that the City is interested in developing a water and wastewater financial and rate plan that will enable the City to fund all ongoing operating expenses as well as acquire the ability to issue debt to fund long-term water and wastewater capital improvement projects. Our objective is to develop a long-term rate plan that will enable the City to fund these obligations and debt coverage requirements, while at the same time minimizing the impact of any potential rate adjustments on the ratepayers. We will work closely with City staff and council to ensure that the rate plan alternatives reflect the preferences of the ratepayers of the City.

Our workplan includes the following specific assistance:

1) A detailed analysis and comparison of the City's current and proposed rates to the state average as well as other surrounding communities.

2) Using current budget, volume and CIP data, the project team will update its comprehensive ten-year water and wastewater cost of service forecast model. The model will identify current and forecast operating expenses, capital outlays and debt service for the period 2016 – 2025. The model will functionalize costs between water treatment, distribution, administration and customer billing, and wastewater treatment, collection, administration and customer billing. The model will adhere to AWWA ratemaking standards to ensure that the cost of service is just, reasonable and accurate. An electronic, executable copy of the model will be provided to City staff at the conclusion of this engagement for staff's use in future updates.

3) The project team will prepare a water and wastewater long-term rate plan for the City Council to consider. The rate plan will enable the City to recover sufficient revenues to fund operating and capital costs. The project team will prepare additional alternatives and scenarios should the staff or council so desire in order to choose which is the most just and reasonable.

4) The project team will present its analysis in the form of a PowerPoint presentation that will provide background analysis, along with relevant documentation supporting the calculations and rate alternatives.

5) We will conduct the following meetings: an initial meeting with City staff to review data and objectives for the analysis, a meeting with staff to go over preliminary findings and recommendations, a workshop with the City Council to review our findings and results, and a final meeting at which the chosen rate plan is adopted. Any meetings beyond these four identified meetings will be on a time and expense basis.

6) Should the City so desire, we will expand our analysis to include the City's sanitation utility. We have prepared previous sanitation rate analyses for the City. We will update our existing models and include sanitation rates in all of our meetings and presentations.

Attached is a request for the information we will require to complete the initial analysis.

My billing rate is $200 per hour and Mr. Lanning's billing rate is $165 per hour.

Our total price will depend on the scope of services chosen by the City. The scope in turn depends on whether the City wants to include sanitation in the analysis, and if the City wants for us to present our findings just in PowerPoint format or if the City wants us to complete a written report. PowerPoint presentations are the less expensive option and present all essential data; written reports provide extensive documentation of all findings and conclusions. Please check the preferred option.

Willdan/Economists.com reserves the right to invoice for services on a monthly basis. Payment is requested 30 days after receipt of each invoice.

If this proposal is acceptable to you, please execute one copy of this letter and return it to our Dallas office. Thank you for this opportunity; we look forward to working with you on this engagement.

Respectfully submitted,
WILLDAN FINANCIAL SERVICES



Dan V. Jackson
Vice President

ACCEPTED BY:

_____ _____

Date

Chosen Option:

_____ $19,000 – Water/Wastewater Analysis, Meetings and Summary PowerPoint Presentation

_____ $25,000 – Water/Wastewater Analysis, Meetings, Summary PowerPoint Presentation and Written Report

_____ $24,000 – Water/Wastewater/Sanitation Analysis, Meetings and Summary PowerPoint Presentation

_____ $29,000 – Water/Wastewater/Sanitation Analysis, Meetings, Summary PowerPoint Presentation and Written Report

CITY OF SAN LUIS
2016 RATE STUDY AND LONG-TERM FINANCIAL PLAN
INITIAL REQUEST FOR INFORMATION

Water/Wastewater

1. Please provide a copy of the City's FY 2017 water and wastewater utility budget. FM

2. Please provide a copy of the City's most recent audited financial statement. FM

3. Please provide water billed revenues by identified customer class by month from January 2013 to the present. UM

4. Please provide water consumption by identified customer class by month from January 2013 to the present. UM

5. Please provide water active accounts by identified customer class by month from January 2013 to the present. UM

6. Please provide wastewater billed revenues by identified customer class by month from January 2013 to the present. UM

7. Please provide wastewater billing units (i.e. consumption) by identified customer class by month from January 2013 to the present. UM

8. Please provide wastewater active accounts by identified customer class by month from January 2013 to the present. UM

9. Please provide all water produced by month and day at the City's water treatment plant(s)/wells for all months from January 2013 to the present. WW

10. Please provide all influent and effluent flows at the City's wastewater treatment plant for all months from January 2013 to the present. WW

11. Please provide debt schedules for all outstanding water and wastewater-related debt. FM

12. Please provide a copy of the most recent water and wastewater Capital Improvement Plans completed by the City. PW

13. Please provide a copy of the City's current water and wastewater rate schedule. UM

14. Please provide an electronic version of the City's logo. IT

Sanitation

1. Please provide a copy of the City's FY 2017 sanitation utility budget. FM

2. Please provide sanitation active accounts by identified customer class by month from January 2013 to the present. UM

3. Please provide sanitation billed revenues by identified customer class by month from January 2013 to the present. UM

4. Please provide debt schedules for all outstanding sanitation-related debt. FM

5. Please provide a copy of the most recent sanitation Capital Improvement Plans completed by the City. PW

6. Please provide a copy of the City's current sanitation rate schedule. UM

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.D.**

Meeting Date: 10/26/2016

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No.1166. A resolution of the City of San Luis declaring as a public record certain documents filed with the City Clerk entitled "Public Works Standards for Yuma County Volume III" as adopted by Yuma County on August 21, 2006, "Construction Standard Detail Drawings, February 2009 of the City of Yuma", "Uniform Standard Specifications for Public Works Construction as sponsored and distributed by the Maricopa Association of Governments 2015 Edition", and "City of San Luis Supplement to the 2015 MAG Uniform Standard Specifications for Public Works Construction and to the City of Yuma Construction Standard Detail Drawings." **(Eulogio Vera, Public Works Director)**

SUMMARY:

The City of San Luis has never adopted Public Works Standards as a stand alone set of regulations yet it has required them for development of infrastructure for years. The City of Yuma recently updated their standards to the Maricopa Association of Governments standards, which are the principle standards used throughout the state. The County of Yuma is updating their standards to conform to what Yuma has done. What is proposed is what Yuma has done, with some minor changes to conform to our particular infrastructure and to adopt polymer manholes and LED street lighting like Somerton with the addition of a second clean-out as previously requested by City Council. It is important to adopt these standards ahead of new subdivision development, otherwise we will get substandard infrastructure.

This resolution makes the standards a public record so that they may be enacted by reference in Ordinance No. 359, which will be considered following this agenda item.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1166.

Supporting information not attached to the Agenda Item Review Form:

The Public Works Standards will be provided before the October 26, 2016 Council Meeting.

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

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: N/A

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

N/A

Attachments

Resolution No. 1166

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 1166

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, DECLARING AS A PUBLIC RECORD THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND ENTITLED "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" AS SPONSORED AND DISTRIBUTED BY THE MARICOPA ASSOCIATION OF GOVERNMENTS 2015 EDITION; "CITY OF SAN LUIS SUPPLEMENT TO THE 2015 MAG UNIFORM STANDARD SPECIFICATIONS", "CONSTRUCTION STANDARD DETAIL DRAWINGS, FEBRUARY 2009" OF THE CITY OF YUMA; AND "PUBLIC WORKS STANDARDS FOR YUMA COUNTY VOLUME III" AS ADOPTED AUGUST 21, 2006

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

That those certain documents entitled "Public Works Standards for Yuma County Volume III" as adopted by Yuma County on August 21, 2006, "Construction Standard Detail Drawings, February 2009 of the City of Yuma", "Uniform Standard Specifications for Public Works Construction as sponsored and distributed by the Maricopa Association of Governments 2015 Edition", and "City of San Luis Supplement to the 2015 MAG Uniform Standard Specifications for Public Works Construction" three copies of which are on file in the office of the city clerk, are hereby declared to be a public record, and said copies are ordered to remain on file with the city clerk.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this ____day of October, 2016.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.E.**

Meeting Date: 10/26/2016

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

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

Action Requested: Motion
Ordinance - 1st Reading
Ordinance - 2nd Reading

ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 359. An ordinance of the City of San Luis, amending the City Code of the City of San Luis, Arizona by adding Chapter 153 Public Works Standards, repealing any conflicting provisions, providing for severability, and declaring an emergency. **(Eulogio Vera, Public Works Director)**

A. Adoption of Ordinance No. 359 by title only
(The City Clerk to read Ordinance No. 359 by title only)
B. Adoption and approval of Ordinance No. 359 and declaring an emergency

SUMMARY:

The City of San Luis has never adopted public works standards as a stand alone set of regulations yet it has required them for development of infrastructure for years. The City of Yuma recently updated their standards to the Maricopa Association of Governments standards, which are the principle standards used throughout the state. The County of Yuma is updating their standards to conform to what Yuma has done. What is proposed is what Yuma has done, with some minor changes to conform to our particular infrastructure and to adopt polymer manholes and LED street lighting like Somerton with the addition of a second clean-out as previously requested by City Council. It is important to adopt these standards ahead of new subdivision development, otherwise we will get substandard infrastructure. As new developments are pending for consideration, emergency passage is requested so as to have proper infrastructure for health and safety needs. These are the minimum standards for water, wastewater, streets, roads, flood control, drainage, etc. It is important they be formally adopted and in place as new projects are developed.

In order for the Ordinance to pass immediately, six (6) votes in favor are required.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO APPROVE READING OF EMERGENCY ORDINANCE NO. 359 BY TITLE ONLY.

(City Clerk to read Ordinance No. 359 by title only)

B. I MOVE TO ADOPT AND APPROVE ORDINANCE NO. 359 AND DECLARE AN EMERGENCY.

Supporting information not attached to the Agenda Item Review Form:

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
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Ordinance No. 359

Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 359

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMEDING THE CITY CODE OF THE CITY OF SAN LUIS, ARIZONA BY ADDING CHAPTER 153 TO TITLE XV, PUBLIC WORKS STANDARDS, REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1: That certain documents known as "Public Works Standards for Yuma County Volume 3" as adopted by Yuma County on August 21, 2006, "Construction Standard Detail Drawings, February 2009 of the City of Yuma", "Uniform Standard Specifications for Public Works Construction as sponsored and distributed by the Maricopa Association of Governments 2015 Edition" and "City of San Luis Supplement to the 2015 MAG Uniform Standard Specifications for Public Works Construction and to the City of Yuma Construction Standard Detail Drawings"", three copies of which are on file in the Office of the City Clerk, of the City of San Luis, Arizona, said documents having been made a public record by Resolution No. 1166 of the City of San Luis, Arizona are hereby referred to, adopted, and made a part hereof as the Public Works Standards of the City of San Luis as though fully set forth again in full.

Section 2: The Public Works Standards of the City of San Luis shall be Chapter 153 of the Code of Ordinances of the City of San Luis.

Section 3: In the event of a conflict between the provisions of this Ordinance and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5: Whereas, it is necessary for the preservation of the peace, health, safety and welfare of the City of San Luis, Arizona the Public Works Standards be adopted so that the infrastructure of the city of San Luis may be constructed properly and for the further reason that the best interests of the City require the provisions of this ordinance to go into immediate effect, an emergency is hereby declared to exist, and this ordinance shall become immediately operative and in force and effect from and after the date of posting hereof.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this ____day of October, 2016.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.F.**

Meeting Date: 10/26/2016

Department Head: John Starkey, Planning & Zoning Director, Planning & Zoning Department

Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Motion
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2016-0493. A request by Kevin Burge of Core Engineering Group, PLLC, on behalf of Page Misenhimer, Trustee of RL Jones Properties, LLC, property owner, for approval of a Conditional Use Permit to allow a warehouse and transfer facility for general freight to be located on 4832 E. Vaughan Street, San Luis, Arizona. **(John Starkey, Planning and Zoning Director)**

A. Open public hearing
   1. Staff Presentation and Applicant if available
   2. Call to the Public on this item
B. Close public hearing
C. Action on Conditional Use Permit Case No. 2016-0493

SUMMARY:

The applicant is requesting a Conditional Use Permit to allow a warehouse and transfer facility for general freight, to establish in a Light Industrial (L-1) zoning district, Assessor's Parcel No. 227-23-029. The Conditional Use Permit is required as per Article 2-6 Chapter 8 Section 8.1-C.3 of the City of San Luis Zoning Ordinance.

This is the first proposed development in the Magrino Industrial Park Unit 2 Subdivision. All lots adjacent to this development are zoned Light Industrial and are undeveloped. The nearest development to this proposed project are the Port of Entry II and the Arizona Department of Transportation Facility.

The proposed building is approximately 49,800 sq. ft. and is planned to be a warehouse transfer/custody and inspection facility. The building will house an approximately 13,000 sq. ft. cooler/freezer space and a 3,000 sq. ft. office with the balance being a warehouse/transfer facility which is contained within a fenced/secured site.

Also, there would be a customs inspection office to allow the review of imported products from Mexico. The project will have appropriate drainage facilities, landscaping, parking and utility connections.

GENERAL PLAN:

This area is designated as “Business” in the City of San Luis 2020 General Plan. The Business Land Use designation includes all types of higher intensity commercial, office, employment and appropriate industrial uses. The property is zoned as Light Industrial (L-1) which is one of the appropriate zoning districts in the “Business” category.

AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various City and outside agencies. As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (3 letters).

The City has not received any significant concerns or objections from the various review agencies or adjacent property owners.

PLANNING AND ZONING COMMISSION:
This request was presented to the Planning and Zoning Commission on their regular meeting of October 12, 2016. The Commission recommends approval of the request.

The applicant has provided the information and materials necessary for review of the Conditional Use Permit.

The Conditional Use Permit is to allow a warehouse and transfer facility for general freight on property located at 4832 E. Vaughan Street. It will still be required to comply with all applicable regulations adopted by the City.

Staff recommends approval of Conditional Use Permit Case No. 2016-0493.

The reason for approval is that the request meets the criteria of the City of San Luis Zoning Ordinance and is consistent with the City of San Luis 2020 General Plan.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.
1. **Staff Presentation and Applicant if available**
2. **Call to the Public on this item**

B. I MOVE TO CLOSE PUBLIC HEARING.
C. I MOVE TO APPROVE CONDITIONAL USE PERMIT CASE NO. 2016-0493 FOR A WAREHOUSE.

Supporting information not attached to the Agenda Item Review Form:

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
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	N/A

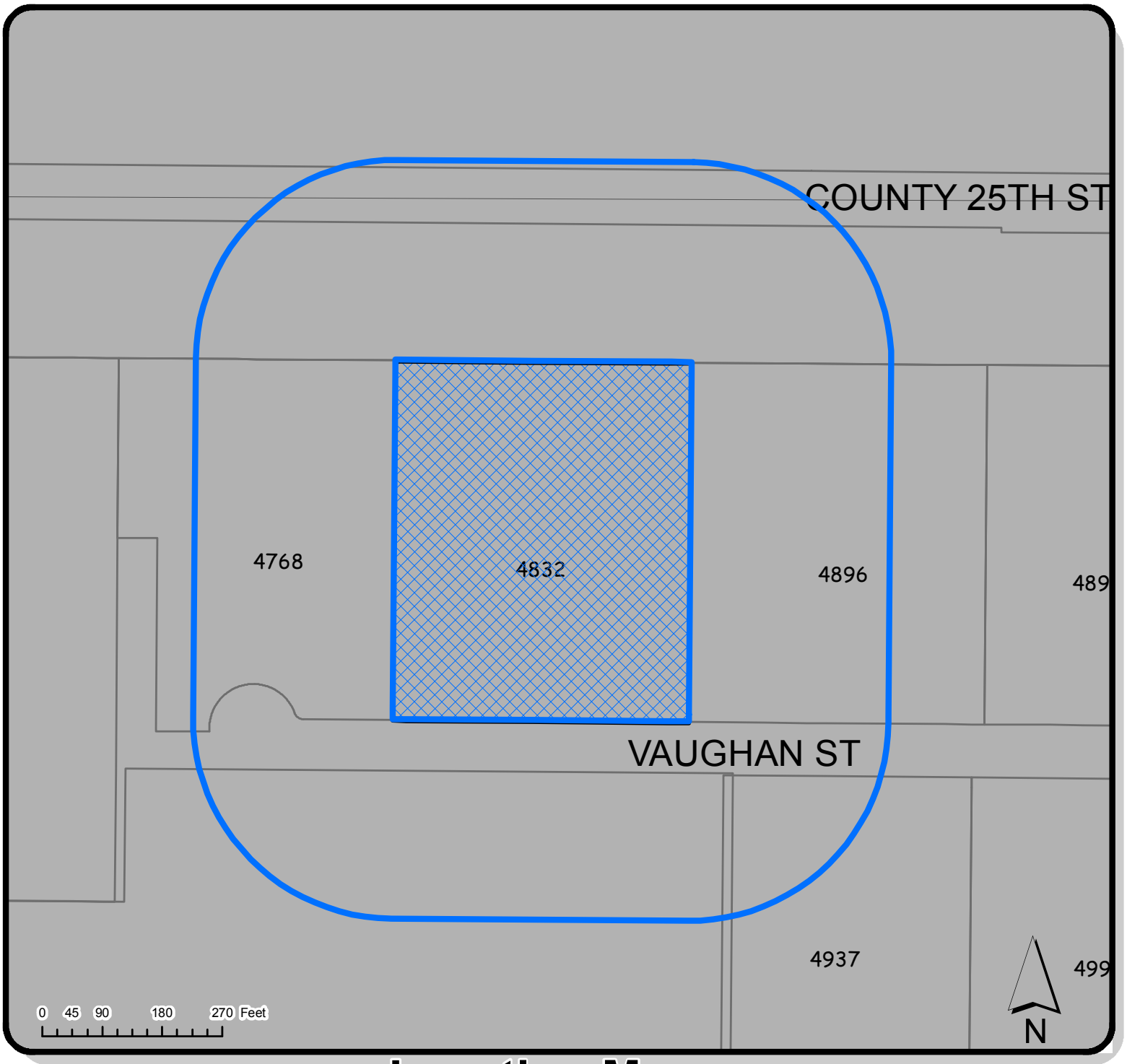
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

N/A

Attachments

Location Map
Site Plan

Picture of Location
Letter of Request



Location Map

CONDITIONAL USE PERMIT

PROPOSED LOCATION

PARCEL:227-23-029
4832 E VAUGHAN ST

ZONING LEGEND

LI

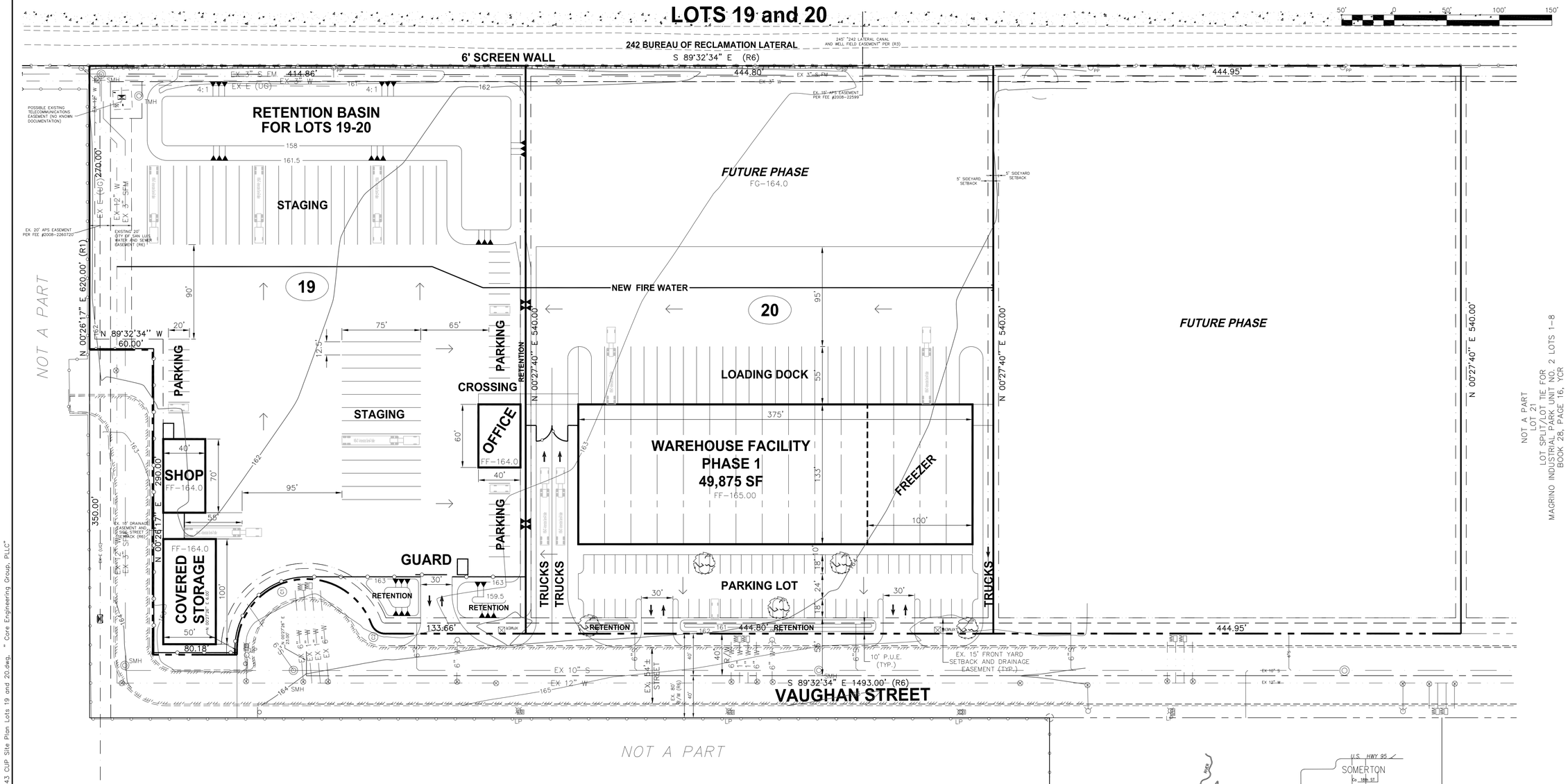
Date: 8/21/2016	IT GIS DIVISION	**Prepared By:** IG	**Case No.** 2016-0493 RL JONES PHASE 1
Checked By: JG		**APPROVED BY:** JS	

RL JONES PHASE 1 AT SAN LUIS II POE

CONCEPTUAL SITE LAYOUT

MAGRINO INDUSTRIAL PARK UNIT NO. 2

LOTS 19 and 20



LEGEND

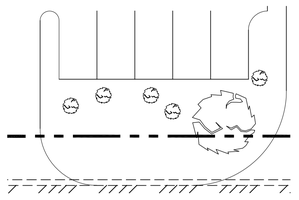
- CENTERLINE
- RIGHT-OF-WAY
- EX. WATER LINE
- EX. SEWER LINE
- EX. OVERHEAD ELECTRIC LINE
- EX. UNDERGOUND ELECTRIC LINE
- EX. UNDERGOUND FIBER OPTIC LINE
- EX. GAS LINE
- EX. BLOCK WALL
- EX. CURB AND GUTTER
- EX. CONCRETE
- EX. EDGE OF PAVEMENT
- EX. CHAINLINK FENCE
- EX. WOOD FENCE
- EX. POWER POLE
- EX. TELEPHONE POLE
- EX. LIGHT POLE
- EX. ELECTRIC BOX
- EX. GUY WIRE
- EX. MANHOLE
- EX. CLEAN OUT
- EX. WATER METER
- EX. GAS METER
- EX. MAIL BOX
- EX. SIGN
- NEW FIRE WATER LINE
- LOT NUMBER
- RETENTION
- CONTOUR
- TREE
- DRAINGE FLOW ARROW

DISCLAIMER

THE SITE PLAN PRESENTED IN THIS EXHIBIT IS PRELIMINARY AND ELEMENTS MAY CHANGE OR BE MODIFIED DURING FINAL DESIGN. THE PURPOSE OF THE EXHIBIT IS TO DEMONSTRATE THE PROPOSED SITE USE AND SURROUNDING FACILITIES THAT WILL SUPPORT THE FUNCTION OF THE PROPOSED USE.

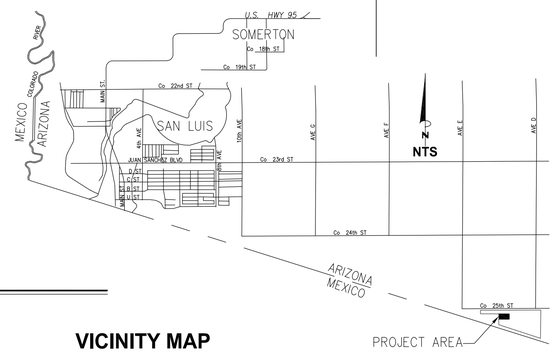
NOTE

EASEMENTS FOR PARKING, ACCESS, DRAINAGE AND FIRE LINE WILL BE PROVIDED IN PROJECT DEVELOPMENT.



TYPICAL LANDSCAPE ISLAND

BY CITY OF SAN LUIS STANDARD



VICINITY MAP

CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite 150
Yuma, AZ 85364
V - 928.344.5931 F - 928.344.5932
www.CoreEngineeringGroup.com
Core@core-e-g.com

DRAWING RECORD:

No.	DATE:

RL Jones Phase 1 at San Luis II POE
MAGRINO INDUSTRIAL PARK UNIT NO. 2 - LOTS 19 & 20
SAN LUIS, AZ

CUP - CONCEPTUAL SITE PLAN

PRELIMINARY NOT FOR CONSTRUCTION

Date:	SEP 2016
Designed:	K.L.B.
Drawn:	J.M.G.
Checked:	D.J.N.
Proj. No.:	16-043

SHEET 1 OF 1

THIS DRAWING AND THE DATA CONTAINED HEREON ARE THE PROPERTY OF CORE ENGINEERING GROUP, PLLC AND SHALL NOT BE USED, REPRODUCED, OR TRANSFERRED, WITHOUT THE PRIOR EXPRESS CONSENT OF THE COMPANY. NOR SHALL ANY DATA OR INFORMATION CONTAINED HEREON BE USED IN A MANNER INCONSISTENT WITH THE PRIOR EXPRESS WRITTEN AUTHORIZATION OF THE COMPANY.

Wed, 21 Sep 2016 - 8:07am, Z:\2016\16-043\dwgs\CUP\16-043 CUP Site Plan Lots 19 and 20.dwg, " Core Engineering Group, PLLC"



Core Engineering Group, PLLC
200 E. 16th Street, Suite # 150
Yuma, Arizona 85364

voice 928-344-5931
fax 928-344-5932
www.CoreEngineeringGroup.com

MEMORANDUM

Date: September 20, 2016

To: Jose A. Guzman,
Assistant Planner

From: Kevin L. Burge, P.E.

Re: Conditional Use Permit Application Narrative
R.L. Jones Phase 1 at Magrino Industrial Park Unit 2
Warehouse, Transfer/Custody Facility

The developer is developing a 49,800+ SF Warehousing Transfer/Custody and Inspection Facility in Magrino Industrial Park Unit 2. This facility will be sited on Lot 20 of the subdivision (formerly Lots 3 and 4) which is zoned Light Industrial. The building will house an approximately 13,000 SF cooler/freezer space and a 3,000 SF office with the balance being a warehouse/transfer facility which is contained within a fenced/secured site. There will be also be a customs inspection office to allow the review of imported products from Mexico. The project will have appropriate drainage facilities, landscaping, parking and utility connections.

Per Article 2-6, Section 8.1, Subsection C.3 a permitted "Conditional Use" is "Warehouse and transfer facilities for general freight." This classification is what the developer wishes construct so to that end we are filing the attached Conditional Use Permit application.

Finally, please note that the layout is schematic in nature and the design may be modified at some point going forward, but the site use in this application will remain unchanged.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.G.**
Meeting Date: 10/26/2016
Department Head: John Starkey, Planning & Zoning Director, Planning & Zoning Department
Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department
Action Requested: Motion

ITEM:
Discussion and possible action on any and all matters regarding Subdivision Case No. 2016-0423P&F. A request by Edais Engineering, Inc., on behalf of Riedel Holdings, LLC, property owner, for the final approval for Las Quintas de San Luis II Subdivision located south of County 22nd Street between the East Main Canal and Las Quintas Subdivision. **(John Starkey, Planning and Zoning Director)**

SUMMARY:
This subdivision will contain approximately 27.58 acres and is proposed to be divided into 113 lots, ranging in size from approximately 6,000 to 16,833.33 square feet. The property is located south of County 22nd Street between the East Main Canal and Las Quintas Subdivision. Assessor's Parcel No. 776-11-001 and 776-03-003, San Luis, Arizona. This property has a general plan land use designation of Neighborhood.

The area is zoned Medium Density Residential (R1-6) and is currently undeveloped. The areas to the west, north and south are zoned as Rural Area Residential (RA-10) and are undeveloped land and only the property to the west is being used for agricultural purposes. The area to the east is zoned as Medium-High Density Residential (R-2) and is developed as single family homes (Las Quintas de San Luis and Bienestar Estates No. 7A Subdivisions).

GENERAL PLAN:
This area is designated as Neighborhood in the City of San Luis 2020 General Plan. The activities proposed will be consistent with that designation (Chapter 2, Page 19-20). The Neighborhood Land Use designation allows all types of residential development.

ANALYSIS:
Improvement District are required for all new subdivisions.

1. Street Light Improvement District (Subdivision Regulations Section 3.17-5)
2. Community Facilities District (Subdivision Regulations Section 3.17-6)
3. Enhanced Municipal Services District (Subdivision Regulations Section 3.17-7)

These three documents are required at the time of the Final Plat. The Improvement Districts shall be written to incorporate the entire subdivision as shown in the Preliminary Plat and will be recorded in conjunction with the Final Plat. The various Improvement Districts will not be activated until needed but they must be put into place at the time of recording the Final Plat.

As part of the review process, all land use cases are reviewed by various City and outside agencies. We have received comments from the following agencies:

1. Planning and Zoning Department

2. Public Works Department
3. James Davey and Associates
4. Core Engineering Group, PLLC
5. Yuma County Water Users' Association

The City has not received any other significant concerns or objections from the various review agencies.

City staff and engineers reviewed the preliminary plat and sent correction comments to the developer. The applicant met with City staff to go over the comments and submitted other plans with some of the comments addressed.

The applicant has substantially provided the information and materials necessary for review of the Preliminary and Final Plat for Las Quintas de San Luis II Subdivision.

Staff recommended APPROVAL of the Preliminary Plat and Final, to the Commission, subject to the following conditions:
1. Improvement Districts are required for all new subdivisions:
    a) Street Light Improvement District
    b) Community Facilities District
    c) Enhanced Municipal Services District
2. Applicant must correct, as noted, the comments attached prior to presenting the Final Plat before the City Council.
3. All conditions of the Development Agreement must be met (Resolution No. 1145)

PLANNING AND ZONING COMMISSION MEETING:
The Planning and Zoning Commission held a meeting on October 11, 2016. The applicant was present and answered questions and comments.

The Commission conditioned its approval recommendation to City Council on all conditions of approval, as presented in the Commission meeting, be met.

At the time this report was written City has not received any additional revised plans.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO _____
***(OPTIONS: APPROVE or DENY or APPROVE WITH CONDITIONS AND STATE THE CONDITIONS)* THE FINAL PLAT FOR LAS QUINTAS DE SAN LUIS II SUBDIVISION.**

Supporting information not attached to the Agenda Item Review Form:

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
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Planning and Zoning Commission- Conditions of Approval
Location Map
Picture of Location
Preliminary Plat
Final Plat
Yuma County Water User's Association coments

CONDITIONS OF APPROVAL

The Final Plat shall be presented to City Council when all conditions of approval have been met. The property-owner shall provide the City Department of Planning and Zoning with check made out to the Yuma County Recorder for the appropriate amount.

1. Improvement Districts are required for all new subdivisions:
   a) Street Light Improvement District (Subdivision Regulations Section3.17-5)
   b) Community Facilities District (Subdivision Regulation Section 3.17.6)
   c) Enhanced Municipal Services District (Subdivision Regulations Section 3.17-7)
2. The applicant must correct, as noted, the comments attached prior to presenting the Final Plat before the City Council.
3. All conditions of the Development Agreement must be met (Resolution No. 1145)

City of San Luis
Development Services

September 22, 2016

Najeh Edais
Edais Engineering, Inc.
3075 South Avenue 4 East
Yuma, AZ 85365

Re: Subdivision Case No. 2016-0423P&F/ Las Quintas de San Luis II

City staff have reviewed the plans for Las Quintas de San Luis II and have the following comments:

Development Services:

1. Development Agreement-
    A. Improvements must be shown on the south side of County 22nd Street between Las Quintas De San Luis II subdivision and 10th Avenue as agreed on Article 3- Section 3.5 of the Development Agreement.
    B. Development Agreement- Exhibit B- Lots 1-16 were previously shown to be located on the west side. In order to provide complete information on the report presented to the Commission; is there a specific reason why they are proposed on the east side now?
2. Subdivision Regulations Section 3.27-2, Driveway for corner lots must be clearly shown.
3. Subdivision Regulations Section 3.28, Lot dimensions shall comply with the minimum standards of the Zoning Ordinance. As per Chapter 5-Table No. 3 of the Zoning Ordinance- R1-6:
    A. Minimum Lot Width- 60 feet and 65 feet on corner lots.
    B. For width on the inside of the curve lots refer to Section 1.12-B.112 (B) of the Zoning Ordinance.
4. Subdivision Regulations 3.22 Protective Fence along the Canal and County 22nd Street.
5. Are the slopes on lots 1-40 the sole responsibility of the individual property owner or is the developer installing a retaining wall?
6. As per Section 18.2 of the Zoning Ordinance, Required landscaping for a subdivision development shall include... retention or detention basins, ... and the adjacent public right-of-way as required in Section 18.3-B.2.

City Engineer:

Tentative Plat –

1. Ensure all lots have minimum lot width of 60 feet, in particular check lots 46, 47, 48 and 98.
2. All corner triangles at street intersections shall have chamfers with 25 foot legs, per Yuma County standards.
3. Add 1' non-access easements for side lot lines that are adjacent to streets and for corner triangles.
4. The subdivision boundary at lots 46 through about 54 appears to encroach on the East Main Canal operation and maintenance road as it is constructed. Please verify with the Yuma County Water Users' Association that they agree with the subdivision boundary as shown and submit documentation of their concurrence with the subdivision boundary.
5. Provide street names on the plat.

Preliminary Improvement Plans –

1. For Tentative Plat Approval, the Preliminary Improvement Plans appear to provide the overall infrastructure needed for the Subdivision. Many of the comments below can be addressed after Tentative Plat Approval.
2. Paving and Grading Plans –
    - Provide better details, including profile views, of the retaining wall along the south subdivision boundary. The top of the wall appears to be at or even below the adjacent ground to the south. This should be extended to 6' above the adjacent grades per Section 3.22 of the Subdivision Ordinance.
    - The retaining wall along the west boundary between retention basins 1 and 2 is substantially below the adjacent sidewalk grades in areas. Revise to match sidewalk elevation.
    - Submit engineering designs for walls around individual lots if walls exceed 6 feet in height as measured from lowest adjacent grade.
    - Detail K-6 – Local Residential Street shows roll curb and gutter instead of vertical curb and gutter. Revise to vertical curb and gutter.
    - Note calling out subdivision boundary monuments is shown as Note 9 – should be Note 14.
    - Drainage Report –
        - Rainfall/Runoff Calculations – Runoff volume calculations appear to be correct. Rainfall intensity and peak runoff rates are incorrect – calculate time of concentration and use the Rainfall Intensity – Duration – Frequency curves from YCPW Standards Volume III and recalculate peak runoff rates.
        - Provide peak runoff rates for individual streets and ensure hydraulic capacities of streets are adequate.

        - Provide peak runoff rates for each concrete spillway and ensure hydraulic capacities of spillways are adequate.
        - Include offsite flows from County 22nd Street right-of-way to the east of the subdivision in the drainage report and in the volume for Retention Basin 2
        - Retention basins should have 25% additional volume and should have 1' freeboard per YCPW Standards Volume III, Section 3.6.
    - Retention Basin 2 (north retention basin) – add an additional concrete spillway along north-south subdivision road to keep majority of subdivision runoff off of County 22nd Street.
    - County 22nd Street –
        - Provide signing and striping plan
        - Provide means of handling stormwater runoff from the north half of County 22nd Street (either separate retention area to the north or collection system and storage in Retention Basin No. 2.)
        - Show grading details between roadway and adjacent right-of-way lines.
3. Water and Sewer Plans –
    - Water line adjacent to lots 45 through 49 should be 8-inch if this line has potential to be extended in the future.
    - Replace sewer cleanout adjacent to lots 45-46-47 with a sewer manhole.
    - Show water line crossings in sewer profiles.
    - Change detail T-6 – Typical Water and Sewer Crossings – to show C909 PVC pipe instead of ductile iron pipe.

Public Works Department:

1. Include Street Lighting Plan.
2. Assure NAE are used to allow safest location for future driveways.
3. Assure all retaining walls are within property limits. Add notes to details.
4. Provide safety barrier for pedestrians and vehicles next to retention wall (in front of lots 3 to 12).
4. Provide delineated drainage areas that correlate with drainage report.
5. Show calculations demonstrating stormwater on the downstream end of drainage areas is contained within the curbs.
6. Show calculation showing spillways have adequate capacity.
7. Assure retention basins have proper free board.
8. Water and Sewer Main on Co. 22nd are not connected to the east. Provide plans with all necessary infrastructure to have a functional system.
9. Show improvements along Co. 22nd as agreed to on DA.

As previously requested, is profile data of Co. 22nd available east of STA 8+00. Need to verify vertical curve does not extend limits of profile provided.

If you have any questions on these comments, please contact John Starkey, Planning and Zoning Director at 928-341-8563 or Eulogio Vera, Public Works Director at 928-341-8577.

Thank you,

John Starkey
Planning and Zoning Director

Jose A. Guzman

From: Jose A. Guzman
Sent: Monday, September 26, 2016 6:05 PM
To: 'Nieves G Riedel'; najeh@edaisgroup.com
Cc: Eulogio Vera; John Starkey
Subject: RE: Las Quintas 2
Attachments: Las Quintas II Core Engineering Comments.pdf

Good afternoon Ms. Riedel,

Please find attached the comments from Core Engineering regarding Las Quintas de San Luis II Subdivision-Tentative Plat Improvement Plans.

In addition to the review comments for the tentative plat, the following comments shall also be addressed for Final Plat Improvement Plans.

- Coordinate proposed improvements with final traffic impact analysis prepared by Core Engineering Group. (Core should be supplying final TIA soon)
- Update sewer manhole details to resin based (non-cement polymer manholes. The two latest subdivisions have been constructed with non-corrosive polymer manholes.

Please submit Final Plat Plans at your earliest convenience.

Let me know if you have any questions. Thank you,

JOSE ANTONIO GUZMAN
ASSISTANT PLANNER
CITY OF SAN LUIS
1090 East Union Street | P.O. Box 3750 | San Luis, AZ 85349
P: (928) 341-8563 Ext. 2014 | Direct Line: (928) 314-9114
jaguzman@cityofsanluis.org | www.cityofsanluis.org

From: Nieves G Riedel [mailto:ngriedel@hotmail.com]
Sent: Monday, September 26, 2016 11:54 AM
To: Jose A. Guzman
Subject: Re: Las Quintas 2

THANKS

From: Jose A. Guzman <jaguzman@cityofsanluis.org>
Sent: Monday, September 26, 2016 12:52 PM
To: Nieves G Riedel; najeh@edaisgroup.com

Cc: John Starkey; Eulogio Vera
Subject: RE: Las Quintas 2

Hello Ms. Riedel,

The Public Works Director is reviewing the comments from Core and the Traffic Study. As soon as this is done, I will email you the comments.

Let me know if you have any questions. Thank you,

Jose A. Guzman

-----Original Message-----
From: Nieves G Riedel [mailto:ngriedel@hotmail.com]
Sent: Monday, September 26, 2016 9:52 AM
To: Jose A. Guzman; Roman Pacheco; Tadeo A. DeLaHoya; John Starkey; Najeh Edais
Subject: Las Quintas 2

Hello Jose any news on Core questions we are weighting for them so we can finish with the answers .

Sent from my iPad. Gracias Nieves

Core Engineering Group, PLLC
200 E. 16th Street, Suite # 150
Yuma, Arizona 85364

voice 928-344-5931
fax 928-344-5932
www.CoreEngineeringGroup.com

September 23, 2016

John Starkey
Director of Building Safety
1090 E. Union Street
PO Box 3750
San Luis, AZ 85349

Re: Las Quintas de San Luis 2 Subdivision – Tentative Plat
Edias Engineering Job No. 14-015

Dear Mr. Starkey:

The below comments on the Las Quintas de San Luis 2 subdivision tentative plat submittal are based on the Subdivisions Regulations of the City of San Luis. The review of the submittal was limited to the plat and the paving and grading plans to include sheet 00 to 7.

Tentative Plat – Sheets 1 and 2

1) Section 4.3 (30): List owner's name of the adjoining property. This would pertain to the lots to the east and the property to the south.
2) Some curve lengths are listed twice, once on the plan and then in the curve table.
3) The basis of bearing listed on page 1 of the plat doesn't match what is shown on page 2 for County 23rd Street.
4) Corner lots are to be a minimum of 65' wide per Table No. 3 of the Zoning code. See footnote (a). This affects Lots 26, 45, 86, 93, 94, 97, 99, 102, 103, 107, and 109.

Tentative Paving & Grading Plan – Sheets 3 and 4

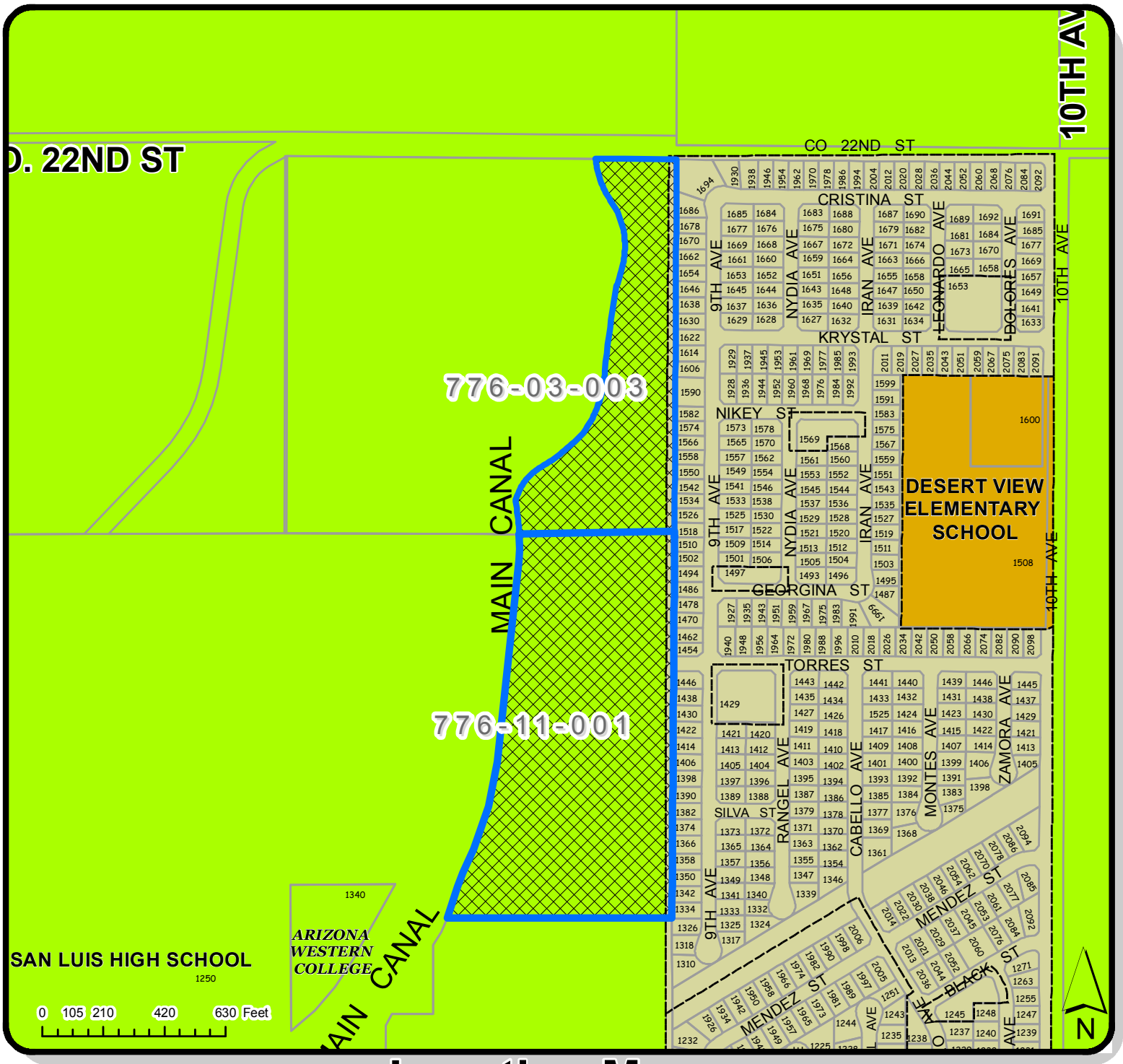
1) Vertical Datum is not listed.
2) Cross Section B/2: Slopes no steeper than 3:1 are required unless specified in a Geotechnical report. While the detail demonstrates this, the plan indicates a 2:1 slope at lots 46 through 68. Please revise or provide Geotechnical report allowing steeper slopes.
3) Please show building setback line. There are areas of slopes which reduce the buildable area of lots, particularly for lots 1-8 and 17-25. Missing information to construct the slope on either the plan or detail (i.e. top elevation, bottom elevation, etc.). It isn't clear whether a reasonably sized house can be placed on these lots.
4) Cross Section B/2 and plans: Is it the intent to drain the west side of lots 46 – 68 to Tract A? If so, please provide an easement and plan information to show flow to Tract A. If not, demonstrate that the Lot can self-retain along the interface at the retaining wall. Missing information to construct the slope on either the plan or detail (i.e. top elevation, bottom elevation, etc.).
5) Section 3.25: While the San Luis subdivision regulations allow a 4' minimum sidewalk width, the 2010 ADA Standards for Accessible Design (Section 403.5.3) and 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (Section R302.4) require a minimum 5' x 5' passing space at intervals of 200' maximum. Provide passing spaces as required.
6) Provide existing grades of the east adjoining properties to allow grading analysis.

7) Provide calculations for the retaining walls sealed by a civil or structural engineer. Retaining wall design should be supported by an appropriate geotechnical report listing the active and passive pressures, soil weights, etc.
8) Retention basin #2 does not meet Yuma County Standards for the required factor of safety of 1.25. Reference Public Works Standards for Yuma County Volume III: Storm Drainage Facilities.
9) Where they differ from the identified standard, details should be listed as (Modified).
10) Keynote 7 lists crown transitions at 50 feet, however no crowns are at 50 foot. Revise to have all crown lengths to 50 foot minimum.
11) Keynote 9 appears at each PC and PT of the wall, but does not match the keynote description for 9. Revise keynote number.
12) On Page 3, a dimension of 157' is not tied to any item.
13) A portion of the drainage appears to leave the site at the north end of Beall Avenue and turn west along County 22nd Avenue. Some of this drainage would likely bypass the depressed sidewalk drainage scupper. Add a drainage intercept along Beall Avenue at the corner and adjust the grading of the south approach to prevent drainage from leaving the subdivision.
14) Provide signing and striping sheet for Co. 22nd Street.
15) On vertical profile of Co. 22nd Street, provide vertical curve information for each curve to include actual sight distance provided and required.
16) For Detail N/6, a 6:1 minimum side slope is required as it is considered "recoverable" by AASHTO in the event of a run off the road event.

Please contact us if you have any questions.

Sincerely,
Core Engineering Group, PLLC

Douglas J. Nicholls, PE, RLS



Location Map

PROPOSED LOCATION
PARCEL:776-03-003 & 776-11-001

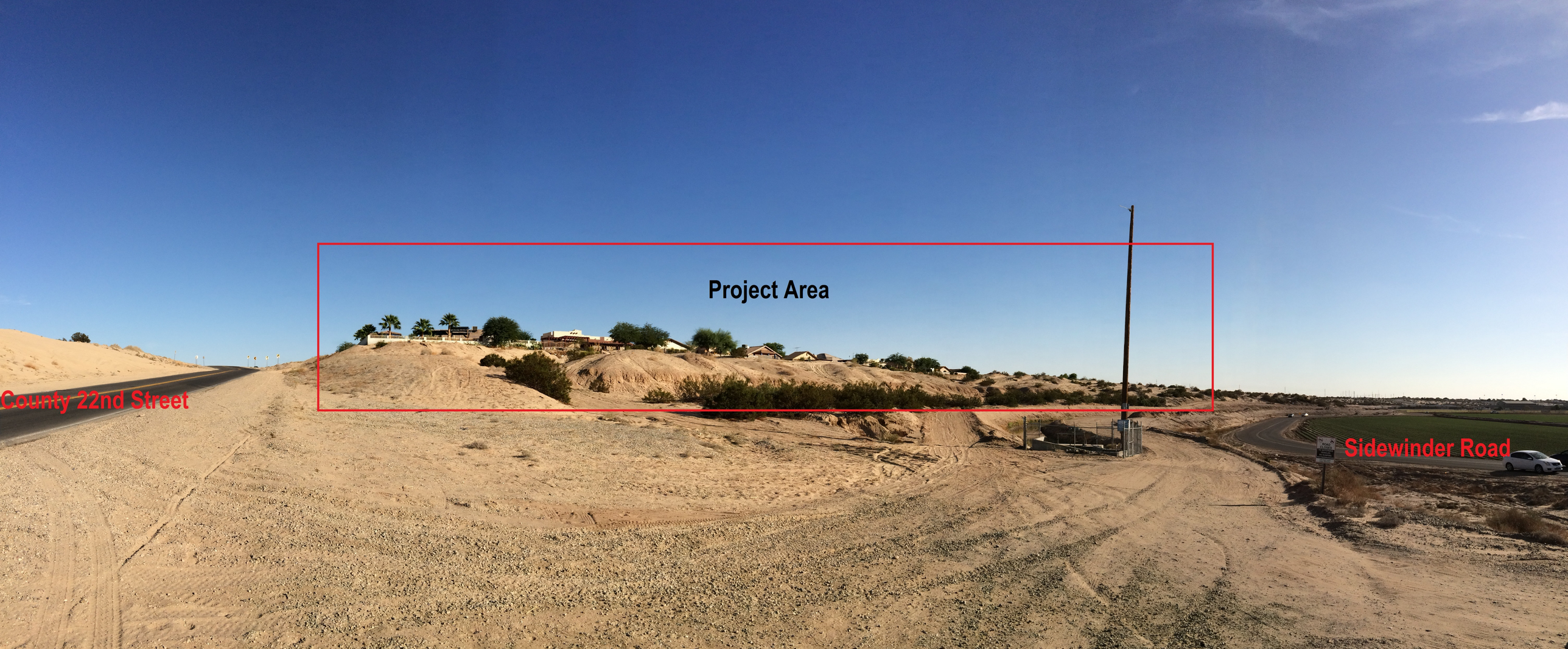
SUBDIVISION

ZONING LEGEND

MULTIPLE RESIDENCE ZONING DISTRICTS
- R-2
- R-3

SINGLE RESIDENCE ZONING DISTRICTS
- RA-10

Date:	IT	Prepared By:	Case No.
8/16/2016	GIS DIVISION	IG	2016-0423P LAS QUINTAS DE SAN LUIS II
Checked By: JG		**APPROVED BY:** JS	


Project Area
County 22nd Street
Sidewinder Road

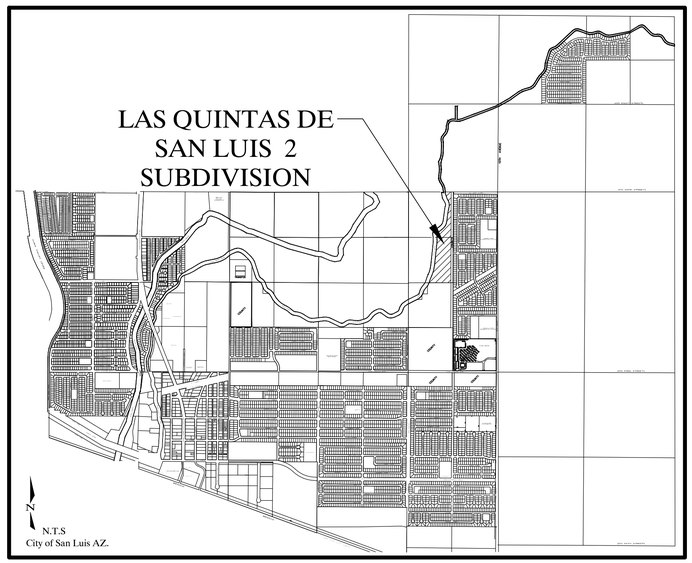
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING EAST MAIN CANAL AND PARCEL B OF THE BARKLEY LOT SPLIT No.2 AS RECORDED IN BOOK 67 OF PLATS, PAGE 27, Y.C.R., BEING A PORTION OF GOVERNMENT LOT 2, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER IN SECTION 6, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: OCTOBER 2016 ACREAGE - 28.75 AC

OFFICE OF YUMA COUNTY RECORDER

BOOK _____ OF PLATS,
PAGE _____



VICINITY MAP

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE ____DAY OF _____ 2016, CAUSED A PORTION OF THE W½ OF THE NE¼ OF SECTION 6, TOWNSHIP 11 SOUTH, RANGE 24 WEST, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACTS & STREETS UNDER THE NAME OF "LAS QUINTAS DE SAN LUIS 2 SUBDIVISION" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "LAS QUINTAS DE SAN LUIS 2 SUBDIVISION" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACTS BY THE LETTER AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND THAT RIEDEL HOLDINGS, L.L.C., AS OWNER, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE PUBLIC FOR ITS USE AND BENEFIT, AND THAT THE EASEMENTS ARE DEDICATED FOR THE USES SHOWN AND DEFINED ON SAID PLAT AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH. TRACT "A" IS DEDICATED TO THE PUBLIC FOR USE AS STORM WATER RETENTION BASIN AND COMPATIBLE RECREATIONAL USES

IN WITNESS WHEREOF: RIEDEL HOLDINGS, L.L.C., HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF NIEVES GARCIA RIEDEL, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE _____ DAY OF_____2016.

BY: _____
NIEVES GARCIA RIEDEL, MEMBER
RIEDEL HOLDINGS, L.L.C.

ACKNOWLEDGMENT

STATE OF ARIZONA)
> SS
COUNTY OF YUMA)

ON THIS THE _____ DAY OF _____, 2016 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, NIEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND SHE AS SUCH OFFICER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY HERSELF, AS SUCH OFFICER.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

APPROVED

STATE OF ARIZONA)
> SS
CITY OF SAN LUIS)

THIS SUBDIVISION AS PLATTED HEREON HAS BEEN APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA.

_____
MAYOR DATE

_____
CITY MANAGER DATE

_____
CITY PLANNING & ZONING COMMISSION DATE

_____
CITY ENGINEER DATE

_____
CITY PUBLIC WORKS DIRECTOR DATE

BASIS OF BEARING

THE SOUTH LINE OF THE SW¼ OF SECTION 6, T11S, R24W NAMELY N 89°40'11" W AS SHOWN ON STATE PLAT No. 17 COMITE DE BIENESTAR AS RECORDED IN BOOK 11 OF PLATS, PAGES 86-88, YCR

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

SUBDIVIDER/OWNER

RIEDEL HOLDINGS, L.L.C.
P.O. BOX 1649
SAN LUIS, ARIZONA 85349

PREPARED BY:

Edais
Engineering, Inc.
3075 S. AVENUE 4 E
YUMA, ARIZONA 85365
(928) 344-3566

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING JULY OF 2016, AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.

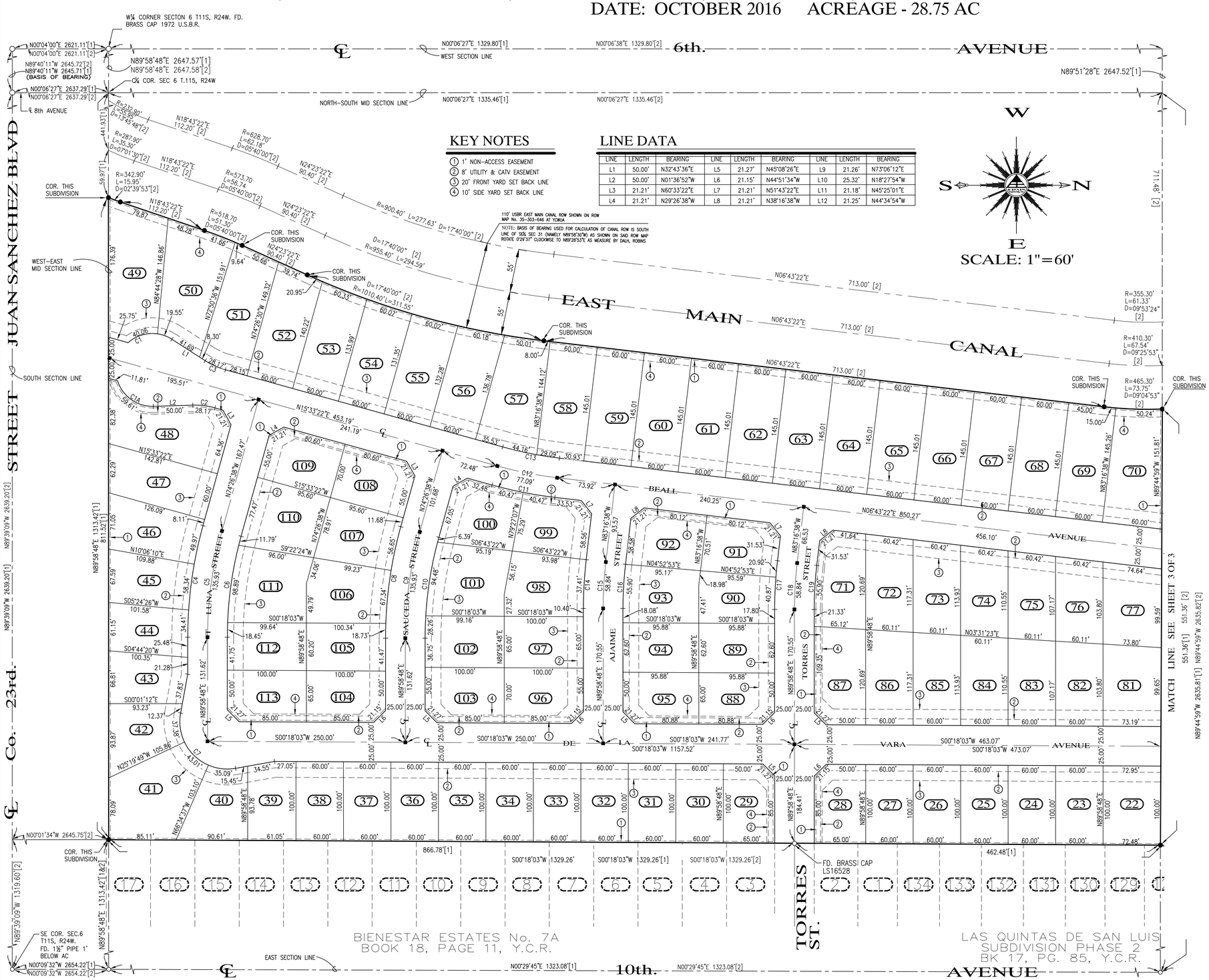
REGISTERED LAND SURVEYOR
45275
SCOTT A.
KOEHLER
Date Signed 10-05-16
ARIZONA U.S.A.

Expires 12/31/17

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING EAST MAIN CANAL AND PARCEL B OF THE BARKLEY LOT SPLIT No.2 AS RECORDED IN BOOK 67 OF PLATS, PAGE 27, Y.C.R., BEING A PORTION OF GOVERNMENT LOT 2, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER IN SECTION 6, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: OCTOBER 2016 ACREAGE - 28.75 AC



LEGEND

——·——	CENTERLINE
———	BOUNDARY LINE
——·——	RIGHT OF WAY LINE
- - - -	EXISTING LOTS
———	NEW PROPERTY LINE
○	FOUND MONUMENT (TYPE AS SHOWN)
■	NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
●	NEW SUBDIVISION BOUNDARY MONUMENT PER YUMA COUNTY STD. No. 4-030
B.C.	INDICATES BRASS CAP
H.H.	INDICATE HAND HOLE
([1])	DATA REFER TO BARKLEY PROPERTY – SAN LUIS, BOUNDARY SURVEY CONDUCTED BY DAHL, ROBINS & ASSOCIATES, INC. PROJECT No. 07076 SIGNED BY JUAN N. LOMELI DATED JULY 24, 2007.
([2])	DATA REFER TO BARKLEY LOT SPLIT No. 2 AS RECORDED IN BOOK 67 OF PLATS, PAGE 27. Y.C.R., YUMA COUNTY, ARIZONA.
(1)	NEW LOT NUMBER
(1)	EXISTING LOT NUMBER
A.P.N.	ASSESSOR PARCEL NUMBER
Y.C.R.O.	YUMA COUNTY RECORDER'S OFFICE

CURVE DATA

CURVE	DELTA	CHORD DIRECTION	CHORD	TANGENT	RADIUS	LENGHT
C1	41°31'24"	N20°45'42"W	32.61'	17.44'	46.00'	33.34'
C1A	74°15'08"	N35°30'10"E	55.52'	34.82'	46.00'	59.61'
C2	17°10'14"	N06°58'15"E	28.07'	14.19'	94.00'	28.17'
C3	17°10'14"	N23°54'6"E	28.07'	14.19'	94.00'	28.17'
C4	15°33'22"	N82°13'19"W	142.10'	71.71'	525.00'	142.54'
C5	15°33'22"	N82°13'19"W	135.51'	68.39'	500.00'	135.93'
C6	15°33'22"	N82°13'19"W	128.73'	64.97'	475.00'	129.13'
C7	110°27'25"	N45°8'26"E	98.57'	86.42'	60.00'	115.67'
C8	15°34'34"	S82°13'19"E	142.28'	71.80'	525.00	142.72'
C9	15°34'34"	S82°13'19"E	135.51'	68.39'	500.00'	135.93'
C10	15°34'34"	S82°13'19"E	128.77'	64.97'	475.00'	129.13'
C11	08°50'00"	N11°08'22"E	80.86'	40.55'	525.00'	80.94'
C12	08°50'00"	N11°08'22"E	77.01'	38.62'	500.00'	77.01'
C13	08°50'00"	N11°08'22"E	73.16'	36.69'	475.00'	73.23'
C14	06°44'34"	S86°38'55"E	61.75'	30.93'	525.00'	61.78'
C15	06°44'34"	S86°38'55"E	58.81'	29.46'	500.00'	58.84'
C16	06°44'34"	S86°38'55"E	55.87'	27.98'	475.00'	55.90'
C17	06°44'34"	N86°38'55"W	61.75'	30.93'	525.00'	61.78'
C18	06°44'34"	S86°38'55"E	58.81'	29.46'	500.00'	58.84'
C19	06°44'34"	S86°38'55"E	55.70'	27.90'	475.00'	55.73'
C20	63°22'27"	N31°23'11"W	157.58'	92.60'	150.00'	165.91'
C21	63°22'27"	N31°23'11"W	131.32'	77.16'	125.00'	138.26'
C22	63°22'27"	N31°23'11"W	105.06'	61.73'	100.00'	110.61'
C23	22°33'27"	N18°00'05"E	58.68'	29.92'	150.00'	59.06'
C24	22°33'27"	N18°00'05"E	68.45'	34.90'	175.00'	68.90'
C25	22°33'27"	N18°00'05"E	78.23'	39.90'	200.00'	78.74'
C26	28°58'44"	N14°47'26"E	100.08'	51.68'	200.00'	101.16'
C27	28°58'44"	N14°47'26"E	112.59'	58.15'	225.00'	113.80'
C28	28°58'44"	N14°47'26"E	125.10'	64.60'	250.00'	126.45'
C29	07°45'18"	N04°10'43"E	71.00'	35.58'	525.00'	71.06'
C30	07°45'18"	N04°10'43"E	67.62'	33.89'	500.00'	67.62'
C31	07°45'18"	N04°10'43"E	64.24'	32.20'	475.00'	64.29'
C32	07°20'06"	N11°43'19"E	84.03'	42.10'	656.80	84.09'
C33	07°20'06"	N11°43'19"E	80.83'	40.50'	631.80'	80.88'
C34	07°20'06"	N11°43'19"E	77.63'	38.90'	606.80'	77.68'
C35	36°58'51"	N03°06'04"W	160.60'	84.67'	253.20'	163.43'
C36	36°58'51"	N03°06'04"W	176.46'	93.03'	278.20'	179.56'
C37	36°58'51"	N03°06'04"W	192.32'	101.39'	303.20'	195.70'
C38	21°37'05"	N10°47'45"W	88.92'	45.26'	237.06'	89.45'
C39	21°37'05"	N10°47'45"W	79.54'	40.49'	212.06'	80.01'
C40	21°37'05"	N10°47'45"W	70.16'	35.71'	187.06'	70.58'

PREPARED BY:

Edais
Engineering, Inc.
3075 S. AVENUE 4 E
YUMA, ARIZONA 85365
(928) 344-3566

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS PROJECT CONSISTING OF FOURTEEN (14) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING JULY 2016. THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

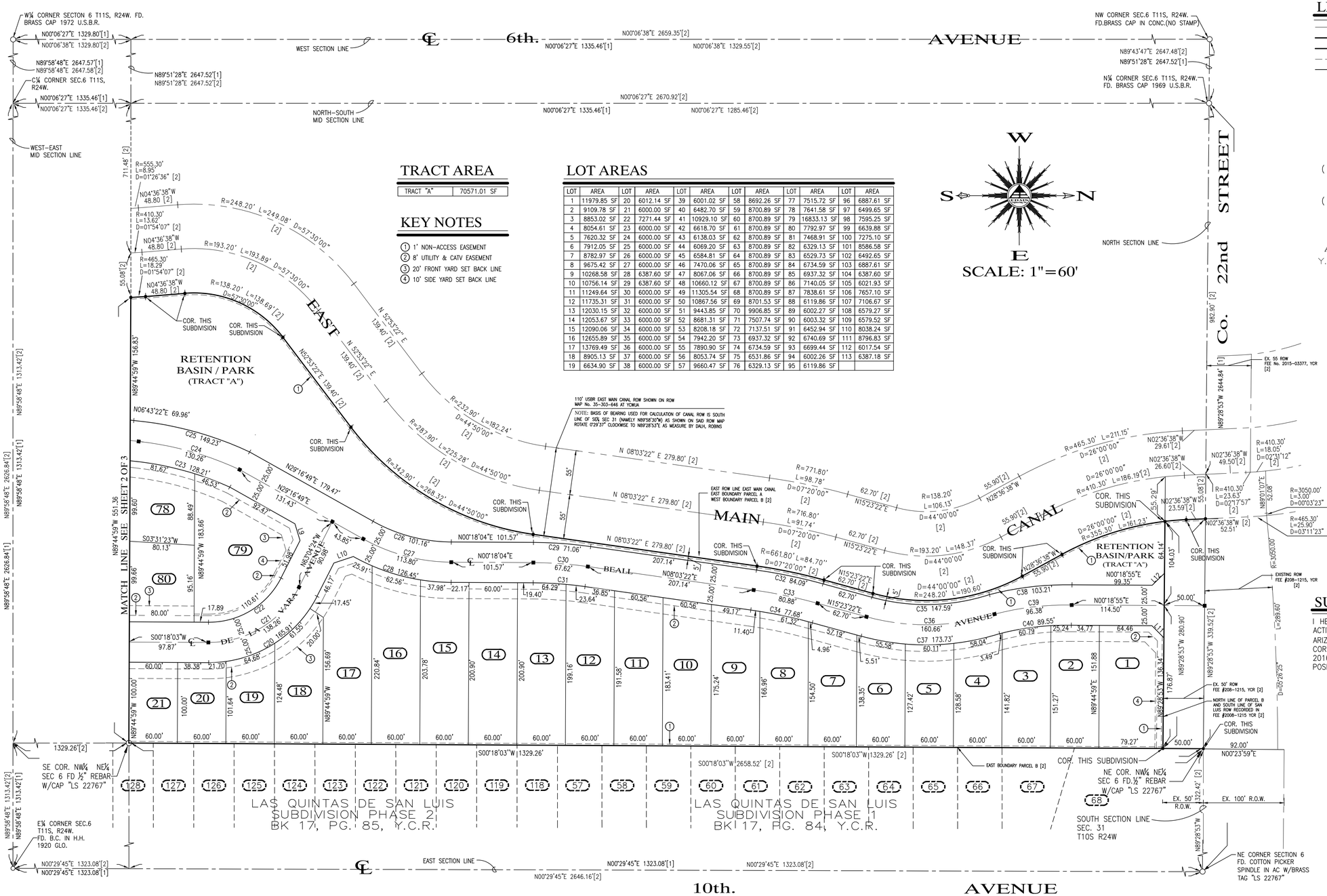
REGISTERED LAND SURVEYOR
45275
SCOTT A. KOEHLER
Date Signed 10-09-16
ARIZONA U.S.A.

Expires 12/31/17

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING EAST MAIN CANAL AND PARCEL B OF THE BARKLEY LOT SPLIT No.2 AS RECORDED IN BOOK 67 OF PLATS, PAGE 27, Y.C.R., BEING A PORTION OF GOVERNMENT LOT 2, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER IN SECTION 6, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: OCTOBER 2016 ACREAGE - 28.75 AC


W¼ CORNER SECTON 6 T11S, R24W. FD. BRASS CAP 1972 U.S.B.R.
N00°06'27"E 1329.80'[1]
N00°06'38"E 1329.80'[2]
N89°58'48"E 2647.57'[1]
N89°58'48"E 2647.58'[2]
C¼ CORNER SEC.6 T11S, R24W.
N00°06'27"E 1335.46'[1]
N00°06'27"E 1335.46'[2]
WEST–EAST MID SECTION LINE
WEST SECTION LINE
℄ 6th. AVENUE
N00°06'38"E 2659.35'[2]
N00°06'27"E 1335.46'[1]
N00°06'38"E 1329.55'[2]
N89°51'28"E 2647.52'[1]
N89°51'28"E 2647.52'[2]
NORTH–SOUTH MID SECTION LINE
N00°06'27"E 2670.92'[2]
N00°06'27"E 1335.46'[1]
N00°06'27"E 1285.46'[2]
NW CORNER SEC.6 T11S, R24W. FD.BRASS CAP IN CONC.(NO STAMP)
N89°43'47"E 2647.48'[2]
N89°51'28"E 2647.52'[1]
N¼ CORNER SEC.6 T11S, R24W. FD. BRASS CAP 1969 U.S.B.R.
711.48' [2]
R=555.30' L=8.95' D=01°26'36" [2]
N04°36'38"W 48.80 [2]
R=410.30' L=13.62 D=01°54'07" [2]
N04°36'38"W 48.80 [2]
R=465.30' L=18.29' D=01°54'07" [2]
N04°36'38"W 48.80 [2]
55.08'[2]
R=248.20' L=249.08' D=57°30'00" [2]
R=193.20' L=193.89' D=57°30'00" [2]
R=138.20' L=138.69'[2] D=57°30'00"
COR. THIS SUBDIVISION
COR. THIS SUBDIVISION
EAST
N 57°53'22" E 139.40' [2]
N 57°53'22" E 139.40' [2]
N52°53'22"E 139.40' [2]
COR. THIS SUBDIVISION
RETENTION BASIN / PARK (TRACT "A")
N89°44'59"W 156.83'
N06°43'22"E 69.96'
R=232.90' D=44°50'00" [2]
R=287.90' L=225.28' D=44°50'00" [2]
R=343.90' L=268.33' D=44°50'00" [2]
N 08°03'22" E 279.80' [2]
110' USBR EAST MAIN CANAL ROW SHOWN ON ROW MAP No. 35-303-646 AT YCWUA
NOTE: BASIS OF BEARING USED FOR CALCULATION OF CANAL ROW IS SOUTH LINE OF SEC 31 (NAMELY N89°58'30"W) AS SHOWN ON SAID ROW MAP ROTATE 0°29'37" CLOCKWISE TO N89°28'53"E AS MEASURE BY DAUL ROBBINS
EAST ROW LINE EAST MAIN CANAL
EAST BOUNDARY PARCEL A
WEST BOUNDARY PARCEL B [2]
MAIN CANAL
N 08°03'22" E 279.80' [2]
N 08°03'22" E 279.80' [2]
55'
55'
R=771.80' L=98.76' D=07°20'00" [2]
R=716.80' L=91.74' D=07°20'00" [2]
R=661.80' L=84.70' D=07°20'00" [2]
62.70' [2]
62.70' [2]
62.70' [2]
N15°23'22"E
N15°23'22"E
N15°23'22"E
COR. THIS SUBDIVISION
COR. THIS SUBDIVISION
COR. THIS SUBDIVISION
R=138.20' L=106.13' D=44°00'00" [2]
R=193.20' L=148.37' D=44°00'00" [2]
D=44°00'00" [2] R=248.20' L=190.60'
55.90'[2] N28°36'38"W
55.90'[2] N28°36'38"W
55.90'[2]
R=465.30' L=211.15' D=26°00'00" [2]
D=26°00'00" [2] R=410.30' L=186.19'
N02°36'38"W 29.61'[2]
N02°36'38"W 26.60'[2]
N02°36'38"W 49.50'[2]
R=410.30' L=18.05' D=02°31'12" [2]
55.29'
55.08'[2]
N02°36'38"W 23.59'[2]
R=410.30' L=23.63' D=02°17'57" [2]
N89°01'07"E 52.08'
R=3050.00' L=3.00' D=00°03'23" [2]
D=26°00'00" [2] R=355.30' L=161.23'
N02°36'38"W [2] 52.51'
R=465.30' L=25.90' D=03°11'23" [2]
104.03'
64.14'
R=3050.00'
EXISTING ROW FEE #208-1215, YCR [2]
L=289.60'
D=05°26'25"
N00°18'55"E 114.50'
N00°18'55"E 99.35'
C38 103.21'
C39 96.38'
C40 89.55'
60.79'
25.24'
34.77'
64.46'
50.00'
25.00'
L12
L11
982.90' [2]
N89°28'53"W 2644.84' [1]
EX. 55 ROW FEE No. 2015-03377, YCR [2]
Co. 22nd STREET
NORTH SECTION LINE
W
S
N
E
SCALE: 1"=60'
MATCH LINE SEE SHEET 2 OF 3
N89°44'59"W 551.36
N89°58'48"E 2626.84'[2]
N89°58'48"E 2626.84'[1]
N89°58'48"E 1313.42'[2]
N89°58'48"E 1313.42'[1]
S03°31'23"W 80.13'
N89°44'59"W 183.66'
N89°44'59"W 95.16'
17.89
80.00'
110.61'
S00°18'03"W 97.87'
℄ DE LA VARA AVENUE
N63°04'24"W 30.98'
43.85'
25.00'
C26 101.16'
C27 113.80'
C28 126.45'
N00°18'04"E 101.57'
℄
N00°18'04"E 101.57'
C29 71.06'
C30 67.62'
C31 80.88'
C32 84.09'
C33 77.68'
C34 77.68'
C35 147.59'
C36 160.66'
C37 173.73'
BEALL AVENUE
N08°03'22"E 207.14'
N08°03'22"E 207.14'
25.00'
25.00'
25.00

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

WATER LINE GENERAL NOTES

1. ALL WATER LINE CONSTRUCTION HEREON TO BE IN ACCORDANCE WITH YUMA COUNTY STANDARDS AND SPECIFICATIONS AND THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION AND FURNISHING TO THE ENGINEER OF "AS-BUILT" RECORD DRAWINGS. THE CONTRACTOR SHALL OBTAIN ONE SET OF PLANS FROM THE ENGINEER AND SHALL RECORD IN RED COLORED PENCIL ALL CASES WHERE ACTUAL FIELD CONSTRUCTION DIFFERS FROM WORK SHOWN ON THE PLANS, TO INCLUDE SERVICE LOCATIONS.
3. ALL WATERLINES WILL BE PRESSURE AND LEAKAGE TESTED TO 150 PSI FOR 2 HOURS. SEE THIS SHEET FOR TEST PROCEDURE.
4. WATER CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A COPY OF THE BACTERIOLOGICAL TEST RESULTS TAKEN ON THE SYSTEM.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE BLUE STAKE CENTER TO LOCATE ALL UNDERGROUND EQUIPMENT WITHIN THE CONSTRUCTION AREA 48 HOURS PRIOR TO THE START OF ANY EXCAVATION. CALL THE BLUE STAKE CENTER AT 1-800-782-5348. CONTRACTOR SHALL VERIFY LOCATION AN ELEVATIONS OF ALL EXISTING UTILITIES. PRIOR TO ANY CONSTRUCTION LOCATION OF UTILITIES SHOWN ON THESE PLANS ARE APROXIMATE AND INFORMATION ONLY.
6. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES FROM DAMAGE DUE TO HIS OPERATIONS. ANY DAMAGE TO THE UTILITIES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
7. DEFLECT 8" WATER LINE AS SHOWN. MAX. EXCEPTABLE DEFLECTION OF 8" PIPE PER STANDARD 20' LENGTH TO BE 9". NO DEFLECTION TO OCCUR AT JOINT.
8. THE ENGINEER SHALL REVIEW ALL PIPE (WATER) MATERIAL SUBMITTALS TO ENSURE CONFORMANCE TO REQUIREMENTS BEFORE THE START OF CONSTRUCTION.
9. ALL WATER LINES (MAINS AND SERVICES) SHALL INCLUDE THE INSTALLATION OF TRACER WIRE IN ACCORDANCE WITH STANDARD DETAIL No. 5-210.
10. THE END OF EACH WATER LINE TO HAVE A TEMPORARY OR PERMANENT BLOWOFF VALVE, AS SHOWN IN PLANS.
11. THE CONTRACTOR MUST COORDINATE CONSTRUCTION INSPECTION WITH THE ENGINEER.
12. WATER/ SEWER LINES SEPARATION NEEDS TO BE IN ACCORDANCE WITH A.A.C.R18-4-502.C.

WATER LINE TESTING PROCEDURE

1. ALL VISIBLE LEAKS SHALL BE REPAIRED REGARDLESS OF THE AMOUNT OF LEAKAGE AND REGARDLESS OF WHETHER THE LEAK DEVELOPS UNDER TEST PRESSURE OR LINE PRESSURE.
2. INITIAL PRESSURES FOR BOTH THE PRESSURE TEST AND ALLOWABLE LEAKAGE TEST SHALL BE A MINIMUM OF 150 PSI
3. A PRESSURE TEST WILL BE DEEMED AS SUCCESSFUL IF IT PASSES THE CRITERIA SET FORTH BY AWWA C-600, SEC. 94 (CURRENT EDITION) AND THAT CRITERIA NOTED ABOVE.
4. SHOULD THE PRESSURE TEST BE UNSUCCESSFUL, THE CONTRACTOR HAS THE OPTION OF ATTEMPTING THE ALLOWABLE LEAKAGE TEST. THIS TEST WILL BE DEEMED SUCCESSFUL IF IT PASSES THE CRITERIA SET FORTH IN AWWA C-600, SECTION 94 (CURRENT EDITION) OR AWWA M-23 (CURRENT EDITION) WHICHEVER IS MORE RESTRICTIVE AND THAT CRITERIA NOTED ABOVE.
5. DISINFECTION PROCEDURES FOR WATER LINES TO BE DONE AS PER AWWA C-605-94

ROAD CONSTRUCTION NOTES:

1. ALL MATERIALS AND CONSTRUCTION HEREON SHALL CONFORM TO YUMA COUNTY, AS ADOPTED BY THE CITY OF SAN LUIS, STANDARD SPECIFICATIONS AND CONSTRUCTION STANDARDS UNLESS OTHERWISE SHOWN ON THESE PLANS.
2. ALL CITY OF SAN LUIS REQUIRED COMPACTION AND LABORATORY TESTS SHALL BE FURNISHED BY THE CONTRACTOR TO THE CITY OF SAN LUIS PRIOR TO ACCEPTANCE OF THE PROJECT.
3. ALL DIMENSIONS HEREON ARE TO THE BACK OF CURB.
4. CONTRACTOR TO MAINTAIN DUST ABATEMENT AT ALL TIMES DURING CONSTRUCTION.
5. REFER TO SHEET 2 OF 3 AND 3 OF 3 OF FINAL PLAT FOR ALL CORRECT DIMENSIONS.
6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE BLUE STAKE CENTER TO LOCATE ALL UNDERGROUND EQUIPMENT WITHIN THE CONSTRUCTION AREA 48 HOURS PRIOR TO THE START OF ANY EXCAVATION. CALL THE BLUE STAKE CENTER AT 1-800-782-5348. CONTRACTOR SHALL VERIFY LOCATION AN ELEVATIONS OF ALL EXISTING UTILITIES. PRIOR TO ANY CONSTRUCTION LOCATION OF UTILITIES SHOWN ON THESE PLANS ARE APROXIMATE AND INFORMATION ONLY.
7. ALL CURB CORNER RADIUS TO BE 25.0' TO BACK OF CURB UNLESS OTHERWISE NOTED.
8. SEE SUBDIVISION PLAT FOR ALL BOUNDARY INFORMATION AND DIMENSIONS; DO NOT SCALE.

LEGEND

	BOUNDARY LINE
	CENTER LINE
	PROPERTY LINE
	LOT LINE
●	SET MONUMENT (TYPE AS SHOWN)
■	SET MONUMENT (TYPE AS SHOWN)
	EXISTING AC PAVEMENT
	NEW AC PAVEMENT
	NEW CONCRETE
	NEW CURB & GUTTER
	NEW SLOPED AREA
2	LOT NUMBERS
(103.5)	EXISTING ELEVATION
(A-102.60)	EXISTING ASPHALT ELEVATION
(C-101.80)	EXISTING CURB & GUTTER ELEVATION
(G-101.80)	
C-100.00	NEW CURB AND GUTTER ELEVATION
G-100.00	
A-100.00	NEW ASPHALT ELEVATION
EX S	EXISTING SEWER LINE
EX W	EXISTING WATER MAIN
EX S	NEW SEWER LINE
EX W	NEW WATER MAIN
◎	NEW MANHOLE
	EXISTING MANHOLE
INV.-99.33 (N)	INDICATES INVERT ELEVATION
	NEW DUAL WATER SERVICE
	NEW SINGLE WATER SERVICE
	NEW FIRE HYDRANT
	NEW GATE VALVE
	NEW TEMPORARY BLOWOFF
	NEW SEWER SERVICE
	NEW DUCTILE IRON PIPE

OWNER/SUBDIVIDER

RIEDEL HOLDINGS, L.L.C.
P.O. BOX 1649
SAN LUIS, ARIZONA 85349

ENGINEER

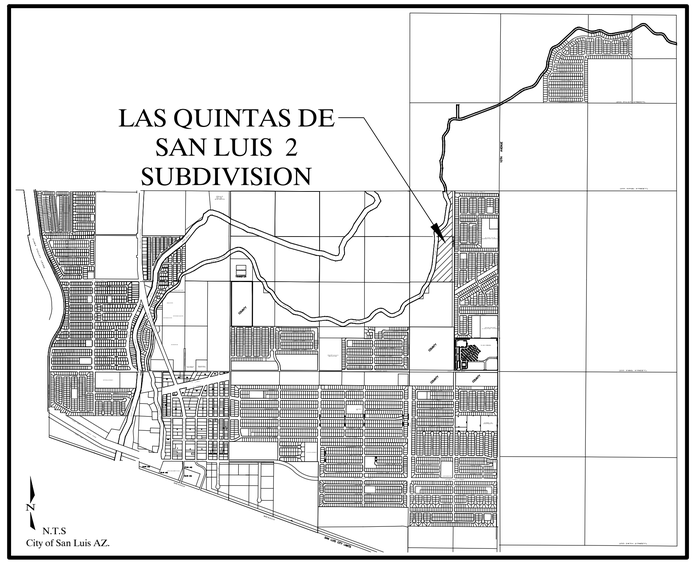
Edais
Engineering, Inc.
3075 S. AVENUE 4E
YUMA, ARIZONA 85365
(928) 344-3566

BENCHMARK

TOP OF BRASS CAP LOCATED AT THE INTERSECTION OF CRISTINA STREET AND 10th AVENUE (LAS QUINTAS DE DE SAN LUIS SUBDIVISION) ASSUMED ELEVATION: 136.32

SHEET INDEX

COVER SHEET ---------- 00
PLAT COVER ---------- 1 OF 3
PLAT ---------- 2 OF 3
PLAT ---------- 3 OF 3
PAVING AND GRADING PLAN ---------- 1
PAVING AND GRADING PLAN ---------- 2
PAVING AND GRADING PLAN ---------- 3
PAVING AND GRADING PLAN ---------- 4
COUNTY 22ND STREET IMPROVEMENT ---------- 5
PAVING AND GRADING DETAILS ---------- 6
PAVING AND GRADING DETAILS ---------- 7
WATER AND SEWER PLAN ---------- 8
WATER AND SEWER PLAN ---------- 9
SEWER PLAN & PROFILES ---------- 10
SEWER PLAN & PROFILES ---------- 11
SEWER PLAN & PROFILES ---------- 12
SEWER PLAN & PROFILES ---------- 13
WATER AND SEWER DETAILS ---------- 14
WATER AND SEWER DETAILS ---------- 15
WATER AND SEWER DETAILS ---------- 16



VICINITY MAP

CALL TWO WORKING DAYS BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

THESE PLANS NOT TO BE USED FOR CONSTRUCTION UNTIL APPROVED BY THE CITY, ADEQ, AND OTHER AGENCIES HAVING JURISDICTION ON THIS PROJECT

Registered Professional Engineer
26844
NAJEH K. EDAIS
Date Signed 10/4/16
ARIZONA, U.S.A.

COPYING, REPRODUCTION, OR PUBLICATION OF THESE PLANS BY ANY METHOD, IN WHOLE OR IN PART IS PROHIBITED

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

COVER SHEET

SCALE: AS SHOWN	DESIGNED BY: N.K.E.	CHECKED BY: N.K.E.
DATE: AUG 2016	DRAWN BY: STAFF	JOB No. 14-015

EDAIS Engineering, Inc.
PLANNING-CIVIL-SURVEYING-ARCHITECTURE
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: EE@Edaisengineering.com

SHEET 00

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

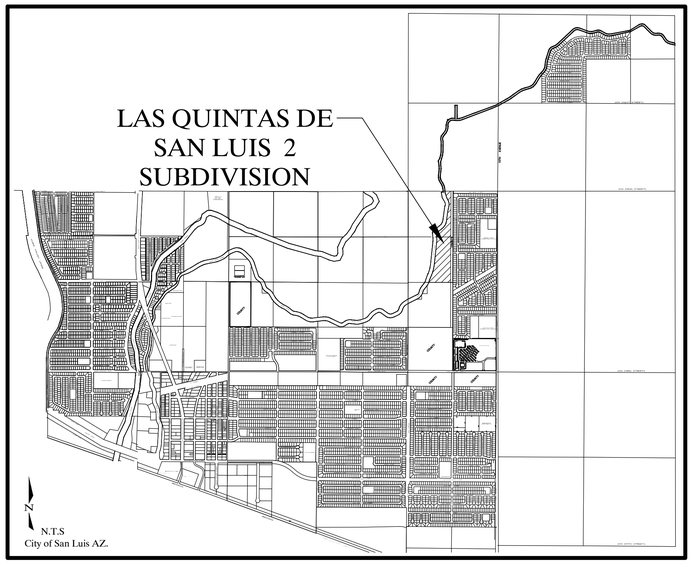
A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING EAST MAIN CANAL AND PARCEL B OF THE BARKLEY LOT SPLIT No.2 AS RECORDED IN BOOK 67 OF PLATS, PAGE 27, Y.C.R., BEING A PORTION OF GOVERNMENT LOT 2, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER IN SECTION 6, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: JULY 2016 ACREAGE - 28.75 AC

TENTATIVE PLAT

OFFICE OF YUMA COUNTY RECORDER

BOOK _____ OF PLATS,
PAGE _____



VICINITY MAP

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE ____DAY OF _____ 2016, CAUSED A PORTION OF THE W½ OF THE NE¼ OF SECTION 6, TOWNSHIP 11 SOUTH, RANGE 24 WEST, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACTS & STREETS UNDER THE NAME OF "LAS QUINTAS DE SAN LUIS 2 SUBDIVISION" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "LAS QUINTAS DE SAN LUIS 2 SUBDIVISION" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACTS BY THE LETTER AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND THAT RIEDEL HOLDINGS, L.L.C., AS OWNER, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE PUBLIC FOR ITS USE AND BENEFIT, AND THAT THE EASEMENTS ARE DEDICATED FOR THE USES SHOWN AND DEFINED ON SAID PLAT AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH. TRACT "A" IS DEDICATED TO THE PUBLIC FOR USE AS STORM WATER RETENTION BASIN AND COMPATIBLE RECREATIONAL USES

IN WITNESS WHEREOF: RIEDEL HOLDINGS, L.L.C., HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF NIEVES GARCIA RIEDEL, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE _____DAY OF_____2016.

BY: _____
NIEVES GARCIA RIEDEL, MEMBER
RIEDEL HOLDINGS, L.L.C.

ACKNOWLEDGMENT

STATE OF ARIZONA)
> SS
COUNTY OF YUMA)

ON THIS THE _____DAY OF _____, 2016 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, NIEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND SHE AS SUCH OFFICER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY HERSELF, AS SUCH OFFICER.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

APPROVED

STATE OF ARIZONA)
> SS
CITY OF SAN LUIS)

THIS SUBDIVISION AS PLATTED HEREON HAS BEEN APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA.

_____
MAYOR DATE

_____
CITY MANAGER DATE

_____
CITY PLANNING & ZONING COMMISSION DATE

_____
CITY ENGINEER DATE

_____
CITY PUBLIC WORKS DIRECTOR DATE

BASIS OF BEARING

THE SOUTH LINE OF THE SW¼ OF SECTION 6, T11S, R24W NAMELY N 89°40'11" W AS SHOWN ON STATE PLAT No. 17 COMITE DE BIENESTAR AS RECORDED IN BOOK 11 OF PLATS, PAGES 86–88, YCR

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

SUBDIVIDER/OWNER

RIEDEL HOLDINGS, L.L.C.
P.O. BOX 1649
SAN LUIS, ARIZONA 85349

PREPARED BY:

Edais
Engineering, Inc.
3075 S. AVENUE 4 E
YUMA, ARIZONA 85365
(928) 344–3566

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING JULY OF 2016, AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.

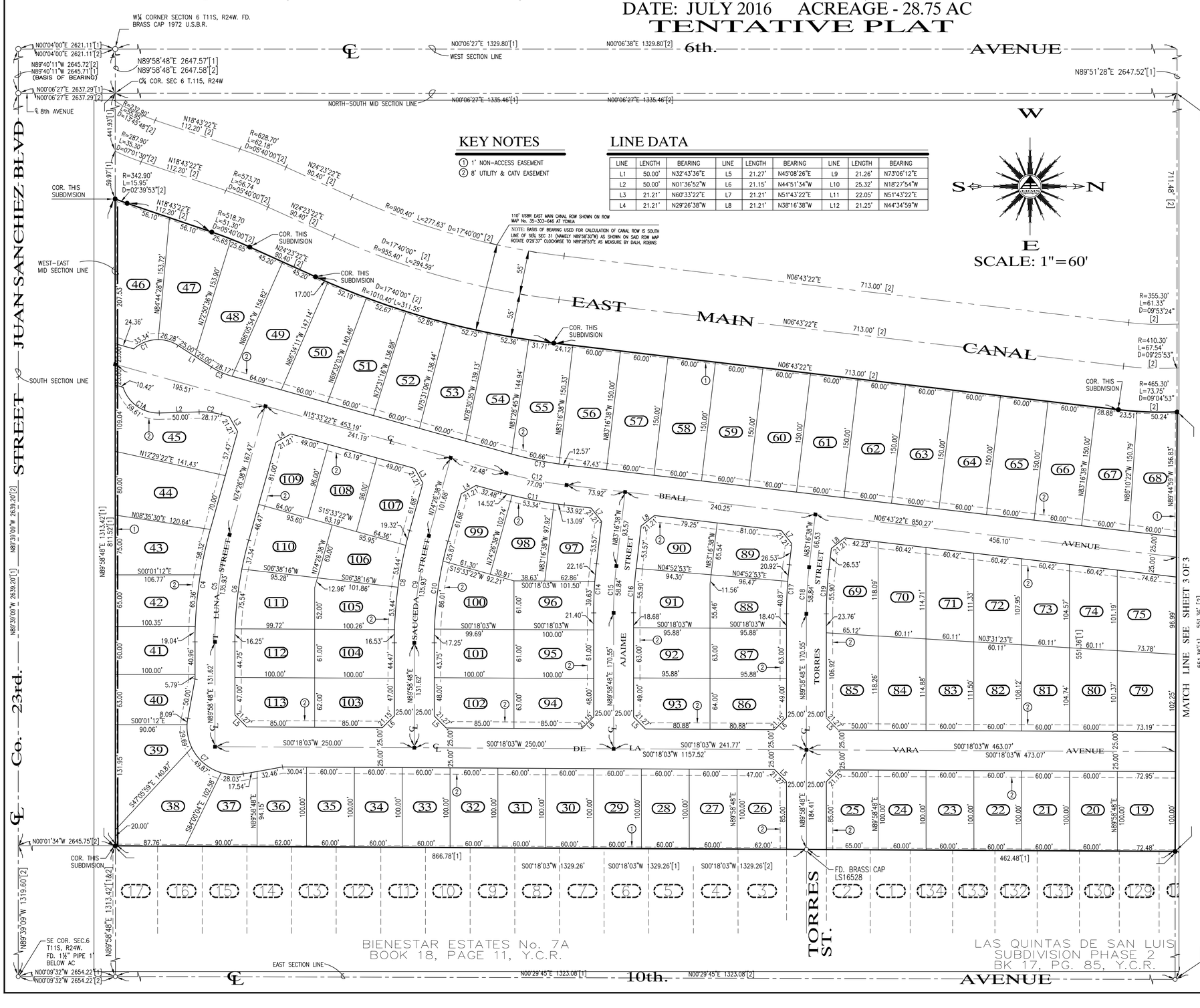
_____
SCOTT A. KOEHLER L.S. No. 45275

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING EAST MAIN CANAL AND PARCEL B OF THE BARKLEY LOT SPLIT No.2 AS RECORDED IN BOOK 67 OF PLATS, PAGE 27, Y.C.R., BEING A PORTION OF GOVERNMENT LOT 2, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER IN SECTION 6, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: JULY 2016 ACREAGE - 28.75 AC

TENTATIVE PLAT



KEY NOTES

① 1' NON-ACCESS EASEMENT
② 8' UTILITY & CATV EASEMENT

LINE DATA

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	50.00'	N32°43'36"E	L5	21.27'	N45°08'26"E	L9	21.26'	N73°06'12"E
L2	50.00'	N01°36'52"W	L6	21.15'	N44°51'34"W	L10	25.32'	N18°27'54"W
L3	21.21'	N60°33'22"E	L7	21.21'	N51°43'22"E	L11	22.05'	N51°43'22"E
L4	21.21'	N29°26'38"W	L8	21.21'	N38°16'38"W	L12	21.25'	N44°34'59"W

LEGEND

———	CENTERLINE
———	BOUNDARY LINE
——·——·——	RIGHT OF WAY LINE
— — — —	EXISTING LOTS
———	NEW PROPERTY LINE
○	FOUND MONUMENT (TYPE AS SHOWN)
■	NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
●	NEW SUBDIVISION BOUNDARY MONUMENT PER YUMA COUNTY STD. No. 4-030
B.C.	INDICATES BRASS CAP
H.H.	INDICATE HAND HOLE
([1])	DATA REFER TO BARKLEY PROPERTY – SAN LUIS, BOUNDARY SURVEY CONDUCTED BY DAHL, ROBINS & ASSOCIATES, INC. PROJECT No. 07076 SIGNED BY JUAN N. LOMELI DATED JULY 24, 2007.
([2])	DATA REFER TO BARKLEY LOT SPLIT No. 2 AS RECORDED IN BOOK 67 OF PLATS, PAGE 27, Y.C.R., YUMA COUNTY, ARIZONA.
①	NEW LOT NUMBER
(①)	EXISTING LOT NUMBER
A.P.N.	ASSESSOR PARCEL NUMBER
Y.C.R.O.	YUMA COUNTY RECORDER'S OFFICE

CURVE DATA

CURVE	DELTA	CHORD DIRECTION	CHORD	TANGENT	RADIUS	LENGHT
C1	41°31'24"	N20°45'42"W	32.61'	17.44'	46.00'	33.34'
C1A	74°15'08"	N35°30'10"E	55.52'	34.82'	46.00'	59.61'
C2	17°10'14"	N06°58'15"E	28.07'	14.19'	94.00'	28.17'
C3	17°10'14"	N23°54'6"E	28.07'	14.19'	94.00'	28.17'
C4	15°33'22"	N82°13'19"W	142.10'	71.71'	525.00'	142.54'
C5	15°33'22"	N82°13'19"W	135.51'	68.39'	500.00'	135.93'
C6	15°33'22"	N82°13'19"W	128.73'	64.97'	475.00'	129.13'
C7	110°27'25"	N45°8'26"E	98.57'	86.42'	60.00'	115.67'
C8	15°34'34"	S82°13'19"E	142.28'	71.80'	525.00	142.72'
C9	15°34'34"	S82°13'19"E	135.51'	68.39'	500.00'	135.93'
C10	15°34'34"	S82°13'19"E	128.77'	64.97'	475.00'	129.13'
C11	08°50'00"	N11°08'22"E	80.86'	40.55'	525.00'	80.94'
C12	08°50'00"	N11°08'22"E	77.01'	38.62'	500.00'	77.01'
C13	08°50'00"	N11°08'22"E	73.16'	36.69'	475.00'	73.23'
C14	06°44'34"	S86°38'55"E	61.75'	30.93'	525.00'	61.78'
C15	06°44'34"	S86°38'55"E	58.81'	29.46'	500.00'	58.84'
C16	06°44'34"	S86°38'55"E	55.87'	27.98'	475.00'	55.90'
C17	06°44'34"	N86°38'55"W	61.75'	30.93'	525.00'	61.78'
C18	06°44'34"	S86°38'55"E	58.81'	29.46'	500.00'	58.84'
C19	06°44'34"	S86°38'55"E	55.70'	27.90'	475.00'	55.73'
C20	63°22'27"	N31°23'11"W	157.58'	92.60'	150.00'	165.91'
C21	63°22'27"	N31°23'11"W	131.32'	77.16'	125.00'	138.26'
C22	63°22'27"	N31°23'11"W	105.06'	61.73'	100.00'	110.61'
C23	22°33'27"	N18°00'05"E	58.68'	29.92'	150.00'	59.06'
C24	22°33'27"	N18°00'05"E	68.45'	34.90'	175.00'	68.90'
C25	22°33'27"	N18°00'05"E	78.23'	39.90'	200.00'	78.74'
C26	28°58'44"	N14°47'26"E	100.08'	51.68'	200.00'	101.16'
C27	28°58'44"	N14°47'26"E	112.59'	58.15'	225.00'	113.80'
C28	28°58'44"	N14°47'26"E	125.10'	64.60'	250.00'	126.45'
C29	07°45'18"	N04°10'43"E	71.00'	35.58'	525.00'	71.06'
C30	07°45'18"	N04°10'43"E	67.62'	33.89'	500.00'	67.62'
C31	07°45'18"	N04°10'43"E	64.24'	32.20'	475.00'	64.29'
C32	07°20'06"	N11°43'19"E	84.03'	42.10'	656.80	84.09'
C33	07°20'06"	N11°43'19"E	80.83'	40.50'	631.80'	80.88'
C34	07°20'06"	N11°43'19"E	77.63'	38.90'	606.80'	77.68'
C35	36°58'51"	N03°06'04"W	160.60'	84.67'	253.20'	163.43'
C36	36°58'51"	N03°06'04"W	176.46'	93.03'	278.20'	179.56'
C37	36°58'51"	N03°06'04"W	192.32'	101.39'	303.20'	195.70'
C38	21°37'05"	N10°47'45"W	88.92'	45.26'	237.06'	89.45'
C39	21°37'05"	N10°47'45"W	79.54'	40.49'	212.06'	80.01'
C40	21°37'05"	N10°47'45"W	70.16'	35.71'	187.06'	70.58'

PREPARED BY:

Edais
Engineering, Inc.
3075 S. AVENUE 4 E
YUMA, ARIZONA 85365
(928) 344-3566

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS PROJECT CONSISTING OF FOURTEEN (14) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING JULY 2016. THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

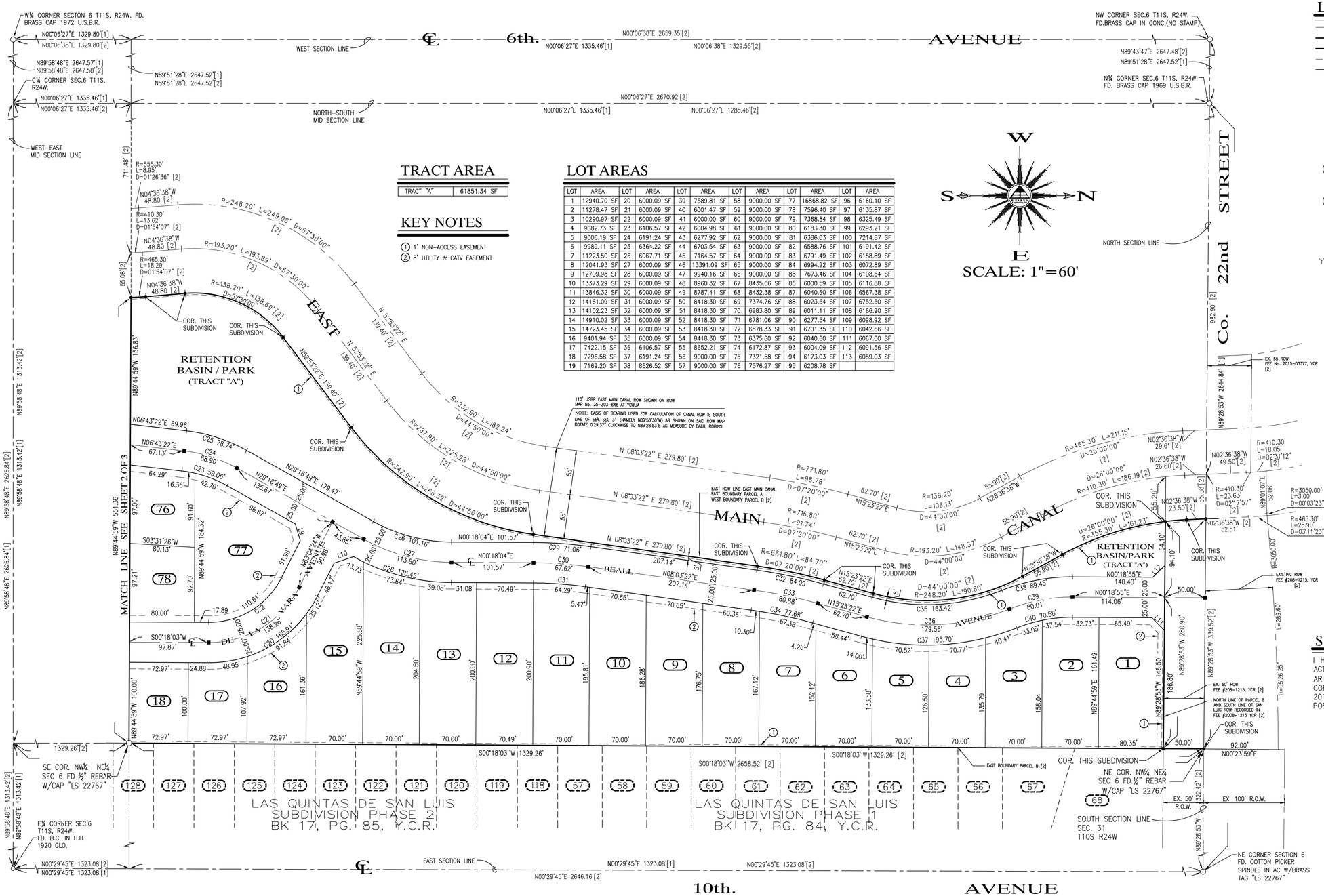
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45275
SCOTT A. KOEHLER
ARIZONA U.S.A.
Expires 12/31/17

LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING EAST MAIN CANAL AND PARCEL B OF THE BARKLEY LOT SPLIT No.2 AS RECORDED IN BOOK 67 OF PLATS, PAGE 27, Y.C.R., BEING A PORTION OF GOVERNMENT LOT 2, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER IN SECTION 6, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: JULY 2016 ACREAGE - 28.75 AC

TENTATIVE PLAT


W¼ CORNER SECTON 6 T11S, R24W. FD. BRASS CAP 1972 U.S.B.R.
N00°06'27"E 1329.80'[1]
N00°06'38"E 1329.80'[2]
N89°58'48"E 2647.57'[1]
N89°58'48"E 2647.58'[2]
C¼ CORNER SEC.6 T11S, R24W.
N00°06'27"E 1335.46'[1]
N00°06'27"E 1335.46'[2]
WEST–EAST MID SECTION LINE
WEST SECTION LINE
℄ 6th. AVENUE
N00°06'38"E 2659.35'[2]
N00°06'27"E 1335.46'[1]
N00°06'38"E 1329.55'[2]
N89°51'28"E 2647.52'[1]
N89°51'28"E 2647.52'[2]
NORTH–SOUTH MID SECTION LINE
N00°06'27"E 2670.92'[2]
N00°06'27"E 1335.46'[1]
N00°06'27"E 1285.46'[2]
NW CORNER SEC.6 T11S, R24W. FD.BRASS CAP IN CONC.(NO STAMP)
N89°43'47"E 2647.48'[2]
N89°51'28"E 2647.52'[1]
N¼ CORNER SEC.6 T11S, R24W. FD. BRASS CAP 1969 U.S.B.R.
NORTH SECTION LINE
W
S
N
E
SCALE: 1"=60'
22nd STREET
Co.
711.48' [2]
50.08'[2]
982.90' [2]
N89°58'48"E 1313.42'[1]
N89°58'48"E 2626.84'[2]
N89°58'48"E 2626.84'[1]
N89°58'48"E 1313.42'[2]
MATCH LINE SEE SHEET 2 OF 3
N89°44'59"W 551.36
R=555.30' L=8.95' D=01°26'36" [2]
N04°36'38"W 48.80 [2]
R=248.20' L=249.08' D=57°30'00" [2]
R=410.30' L=13.62 D=01°54'07" [2]
N04°36'38"W 48.80 [2]
R=193.20' L=193.89' D=57°30'00" [2]
R=465.30' L=18.29' D=01°54'07" [2]
N04°36'38"W 48.80 [2]
R=138.20' L=138.69'[2] D=57°30'00"
COR. THIS SUBDIVISION
COR. THIS SUBDIVISION
RETENTION BASIN / PARK (TRACT "A")
EAST
N 57°53'22" E 139.40' [2]
N 57°53'22" E 139.40' [2]
N89°44'59"W 156.83'
N06°43'22"E 69.96'
N06°43'22"E 67.13'
C25 78.74'
C24 68.90'
N29°16'49"E 135.67'
N29°16'49"E 179.47'
R=342.90' L=268.33' D=44°50'00" [2]
R=232.90' L=182.24' D=44°50'00" [2]
R=287.90' L=225.28' D=44°50'00" [2]
COR. THIS SUBDIVISION
COR. THIS SUBDIVISION
110' USBR EAST MAIN CANAL ROW SHOWN ON ROW MAP No. 35-303-646 AT YCWUA
NOTE: BASIS OF BEARING USED FOR CALCULATION OF CANAL ROW IS SOUTH LINE OF SEC. 31 (NAMELY N89°58'30"W) AS SHOWN ON SAID ROW MAP ROTATE 0°29'37" CLOCKWISE TO N89°28'53"E AS MEASURE BY DAHL ROBINS
N 08°03'22" E 279.80' [2]
N 08°03'22" E 279.80' [2]
N 08°03'22" E 279.80' [2]
55'
55'
EAST ROW LINE EAST MAIN CANAL EAST BOUNDARY PARCEL A WEST BOUNDARY PARCEL B [2]
MAIN CANAL
COR. THIS SUBDIVISION
COR. THIS SUBDIVISION
COR. THIS SUBDIVISION
R=771.80' L=98.78' D=07°20'00" [2]
R=716.80' L=91.74' D=07°20'00" [2]
R=661.80' L=84.70' D=07°20'00" [2]
62.70' [2] N15°23'22"E
R=138.20' L=106.13' D=44°00'00" [2]
R=193.20' L=148.37' D=44°00'00" [2]
D=44°00'00" [2] R=248.20' L=190.60'
55.90'[2] N28°36'38"W
55.90'[2] N28°36'38"W
R=465.30' L=211.15' D=26°00'00" [2]
D=26°00'00" [2] R=410.30' L=186.19'[2]
D=26°00'00" [2] R=355.30' L=161.23'
N02°36'38"W 29.61'[2]
N02°36'38"W 26.60'[2]
N02°36'38"W 49.50'[2]
N02°36'38"W 23.59'[2]
N02°36'38"W 52.51'[2]
R=410.30' L=18.05' D=02°31'12" [2]
R=410.30' L=23.63' D=02°12'57" [2]
R=3050.00' L=3.00' D=00°03'23" [2]
R=465.30' L=25.90' D=03°11'23" [2]
55.29'
55.08'[2]
52.08'
89°01'07"E
R=3050.00'
L=269.60'
D=05°26'25"
55.29'
54.10'
94.10'
COR. THIS SUBDIVISION
RETENTION BASIN/PARK (TRACT "A")
N00°18'55"E 140.40'
N00°18'55"E 114.06'
EXISTING ROW FEE #2008-1215, YCR [2]
50.00'
25.00'
C35 163.42'
C36 179.56'
C37 195.70'
C38 89.45'
C39 80.01'
C40 70.58'
AVENUE
L12
L11
EX. 50' ROW FEE #2008-1215, YCR [2]
NORTH LINE OF PARCEL B AND SOUTH LINE OF SAN LUIS ROW RECORDED IN FEE #2008-1215 YCR [2]
COR. THIS SUBDIVISION
92.00'
N00°23'59"E
EX. 55 ROW FEE No. 2015-03377, YCR [2]
N89°28'53"W 2644.84' [1]
N89°28'53"W 2644.84' [2]
N89°28'53"W 339.52'[2]
N89°28'53"W 280.90'
N89°28'53"W 146.50'
N89°28'53"W 186.80'
D=05°26'25"
EAST BOUNDARY PARCEL B [2]
COR. THIS SUBDIVISION
NE COR. NW¼ NE¼ SEC 6 FD.½" REBAR W/CAP "LS 22767"
EX. 50' R.O.W.
EX. 100' R.O.W.
322.42' [2]
SOUTH SECTION LINE SEC. 31 T10S R24W
NE CORNER SECTION 6 FD. COTTON PICKER SPINDLE IN AC W/BRASS TAG "LS 22767"
N89°28'53"W
TRACT "A" 61851.34 SF
1' NON–ACCESS EASEMENT
8' UTILITY & CATV EASEMENT
C20 165.91'
C21 138.26'
C22
C23 59.06'
C26 101.76'
C27 115.80'
C28 126.45'
C29 71.06'
C30 67.62'
C31 64.29'
C32 84.09'
C33 80.88'
C34 77.68'
N00°18'04"E 101.57'
N00°18'04"E 101.57'
N00°18'04"E 207.14'
N00°18'04"E 207.14

KEYNOTES:

1. NEW CONCRETE SIDEWALK RAMP – SEE DETAIL A/6
2. NEW ROLL CURB (TYPE "C" CURB) – SEE DETAIL D/6
3. NEW 4' CONCRETE SIDEWALK – SEE DETAIL B/6
4. NEW VERTICAL CURB & GUTTER – SEE DETAIL C/6
5. NEW 5' CONCRETE SIDEWALK – SEE DETAIL C/6
6. NEW 6' CROSS VALLEY GUTTER – SEE DETAIL F/6
7. NEW 50' CROWN TRANSITION
8. NEW 6' HIGH (AS MEASURED FROM THE HIGHER GROUND ELEVATION SIDE OF WALL) CMU WALL – SEE DETAIL E/7
9. NEW CURB & GUTTER TRANSITION – SEE DETAIL E/6
10. NEW DOUBLE FACED STREET SIGN W/STOP – SEE DETAIL H/6 G/6
11. NEW STREET LIGHT BY APS
12. NEW STREET MONUMENT YUMA COUNTY – SEE DETAIL G/6 STD. No. 4-080
13. NEW RETAINIG WALL – SEE DETAILS ON SHEET 7
14. NEW BOUNDARY MONUMENT YUMA COUNTY – SEE DETAIL O/6 STD. 4-030
15. TYPE III BARRICADE – SEE DETAIL G/4

A.P.N. 776-10-001

EX. PAVED ROAD

EX. DIRT ROAD

EAST MAIN CANAL

WEST-EAST MID SECTION LINE

SOUTH SECTION LINE

NEW CMU RETAINING WALL

SEE RETAINING WALL ENLARGEMENT DETAIL 1

SEE RETAINING WALL ENLARGEMENT DETAIL 2

T.O.W.–115.00 T.F.–105.00

A.P.N. 776-19-002

A.P.N. 776-03-001

FD. BRASS CAP LS16528

EX. BARRICADE

TRANSITION FROM VERTICAL CURB & GUTTER TO ROLL CURB

BIENESTAR ESTATES No. 7A
BOOK 18, PAGE 11, Y.C.R.

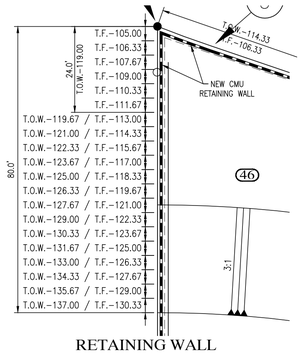
LAS QUINTAS DE SAN LUIS
SUBDIVISION PHASE 2
BK 17, PG. 85, Y.C.R.

W
S N
E

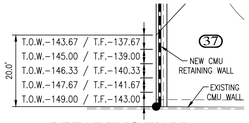
SCALE: 1"=60'

LEGEND

- CENTERLINE
- BOUNDARY LINE
- EXISTING LOTS
- EXISTING CMU WALL
- EXISTING DIRT ROAD
- EXISTING ASPHALT
- NEW CMU WALL
- FOUND MONUMENT (TYPE AS SHOWN)
- B.C. INDICATES BRASS CAP
- H.H. INDICATE HAND HOLE
- T.O.W. INDICATE TOP OF WALL ELEVATION
- T.F. INDICATE TOP OF FOOTING ELEVATION
- ([1]) DATA REFER TO BARKLEY PROPERTY – SAN LUIS, BOUNDARY SURVEY CONDUCTED BY DAHL, ROBINS & ASSOCIATES, INC. PROJECT No. 07076 SIGNED BY JUAN N. LOMELI DATED JULY 24, 2007.
- ([2]) DATA REFER TO BARKLEY LOT SPLIT No. 2 AS RECORDED IN BOOK __ OF PLATS, PAGE __. Y.C.R.O., YUMA COUNTY, ARIZONA.
- (133.0) EXISTING NATURAL SOIL ELEVATION
- (A-90.00) EXISTING ASPHALT ELEVATION
- (RD-103.20) EXISTING ROAD ELEVATION
- (C-135.50) (G-135.17) EXISTING CURB & GUTTER ELEVATION
- (SW-135.52) EXISTING SIDEWALK ELEVATION
- (CRN-106.86) EXISTING CROWN ELEVATION
- 120 CONTOUR LINE
- EXISTING LOT NUMBER
- A.P.N. ASSESSOR PARCEL NUMBER
- Y.C.R. YUMA COUNTY RECORDER



RETAINING WALL ENLARGEMENT DETAIL 1



RETAINING WALL ENLARGEMENT DETAIL 2

OWNER

BARKLEY LIMITED AZ PARTNERSHIP
101 E. SECOND STREET
YUMA, ARIZONA 85364

Najeh K. Edais
Registered Professional Engineer (Civil)
CERTIFICATE NO. 26844
26844
NAJEH K. EDAIS
Date Signed 08/04/16
ARIZONA, U.S.A.
EXPIRES 3/31/17

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LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

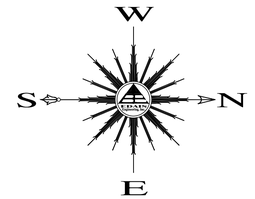
TENTATIVE PAVING & GRADING PLAN

SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: AUG '16	DRAWN BY: STAFF	JOB No. 14-015

EDAIS Engineering, Inc.
PLANNING-CIVIL-SURVEYING-ARCHITECTURAL
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: najeh@Edaisgroup.com

SHEET 1

CALL TWO WORKING DAYS BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)



SCALE: 1"=60'

KEYNOTES:

1. NEW CONCRETE SIDEWALK RAMP – SEE DETAIL A/6
2. NEW ROLL CURB (TYPE "C" CURB) – SEE DETAIL D/6
3. NEW 4' CONCRETE SIDEWALK – SEE DETAIL B/6
4. NEW VERTICAL CURB & GUTTER – SEE DETAIL C/6
5. NEW 5' CONCRETE SIDEWALK – SEE DETAIL C/6

   NEW 6' CROSS VALLEY GUTTER – SEE DETAIL F/6

   NEW 50' CROWN TRANSITION
8. NEW 6' HIGH (AS MEASURED FROM THE HIGHER GROUND ELEVATION SIDE OF WALL) CMU WALL – SEE DETAIL E/7
9. NEW CURB & GUTTER TRANSITION – SEE DETAIL E/6
10. NEW DOUBLE FACED STREET SIGN W/STOP – SEE DETAIL H/6 G/6
11. NEW STREET LIGHT BY APS
12. NEW STREET MONUMENT YUMA COUNTY – SEE DETAIL G/6 STD. No. 4-080
13. NEW RETAINIG WALL – SEE DETAILS ON SHEET 7
14. NEW BOUNDARY MONUMENT YUMA COUNTY – SEE DETAIL O/6 STD. 4-030
15. TYPE III BARRICADE – SEE DETAIL G/4
16. NEW CONCRETE SPILLWAY – SEE DETAIL L/7

SEE SHEET 3 FOR ENLARGEMENT

SEE SHEET 3 FOR ENLARGEMENT

SEE SHEET 5 COUNTY 22ND STREET IMPROVEMENT

MATCH LINE SEE SHEET 2 OF 3

RETENTION BASIN / PARK (TRACT "A")

EAST MAIN CANAL

Co. 22nd STREET

NEW CMU RETAINING WALL

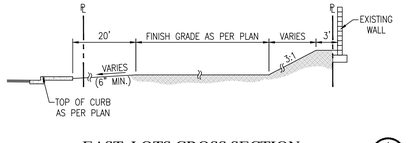
EX. BLOCK WALL

LAS QUINTAS DE SAN LUIS SUBDIVISION PHASE 2 BK 17, PG. 85, Y.C.R.

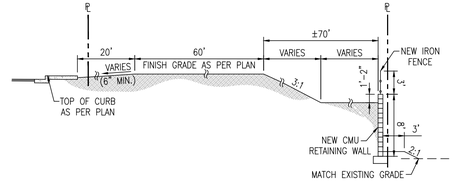
LAS QUINTAS DE SAN LUIS SUBDIVISION PHASE 1 BK 17, PG. 84, Y.C.R.

LEGEND

	CENTERLINE
	BOUNDARY LINE
	EXISTING LOTS
	EXISTING CMU WALL
	EXISTING DIRT ROAD
	EXISTING ASPHALT
	NEW CMU WALL
o	FOUND MONUMENT (TYPE AS SHOWN)
B.C.	INDICATES BRASS CAP
H.H.	INDICATE HAND HOLE
T.O.W.	INDICATE TOP OF WALL ELEVATION
T.F.	INDICATE TOP OF FOOTING ELEVATION
([1])	DATA REFER TO BARKLEY PROPERTY – SAN LUIS, BOUNDARY SURVEY CONDUCTED BY DAHL, ROBINS & ASSOCIATES, INC. PROJECT No. 07076 SIGNED BY JUAN N. LOMELI DATED JULY 24, 2007.
([2])	DATA REFER TO BARKLEY LOT SPLIT No. 2 AS RECORDED IN BOOK __ OF PLATS, PAGE __. Y.C.R.O., YUMA COUNTY, ARIZONA.
(133.0)	EXISTING NATURAL SOIL ELEVATION
(A-90.00)	EXISTING ASPHALT ELEVATION
(RD-103.20)	EXISTING ROAD ELEVATION
(C-135.50) (G-135.17)	EXISTING CURB & GUTTER ELEVATION
(SW-135.52)	EXISTING SIDEWALK ELEVATION
(CRN-106.86)	EXISTING CROWN ELEVATION
120	EXISTING CONTOUR LINE
(1)	EXISTING LOT NUMBER
A.P.N.	ASSESSOR PARCEL NUMBER
Y.C.R.	YUMA COUNTY RECORDER
A-122.50	NEW ASPHALT ELEVATION
C-135.50 G-135.17	NEW CURB & GUTTER ELEVATION
0.2%	NEW SLOPE



EAST LOTS CROSS SECTION A/2



WEST LOTS CROSS SECTION B/2

Najeh K. Edais
26844
NAJEH K. EDAIS
Date Signed 08/04/16
ARIZONA, U.S.A.
EXPIRES 9/31/17

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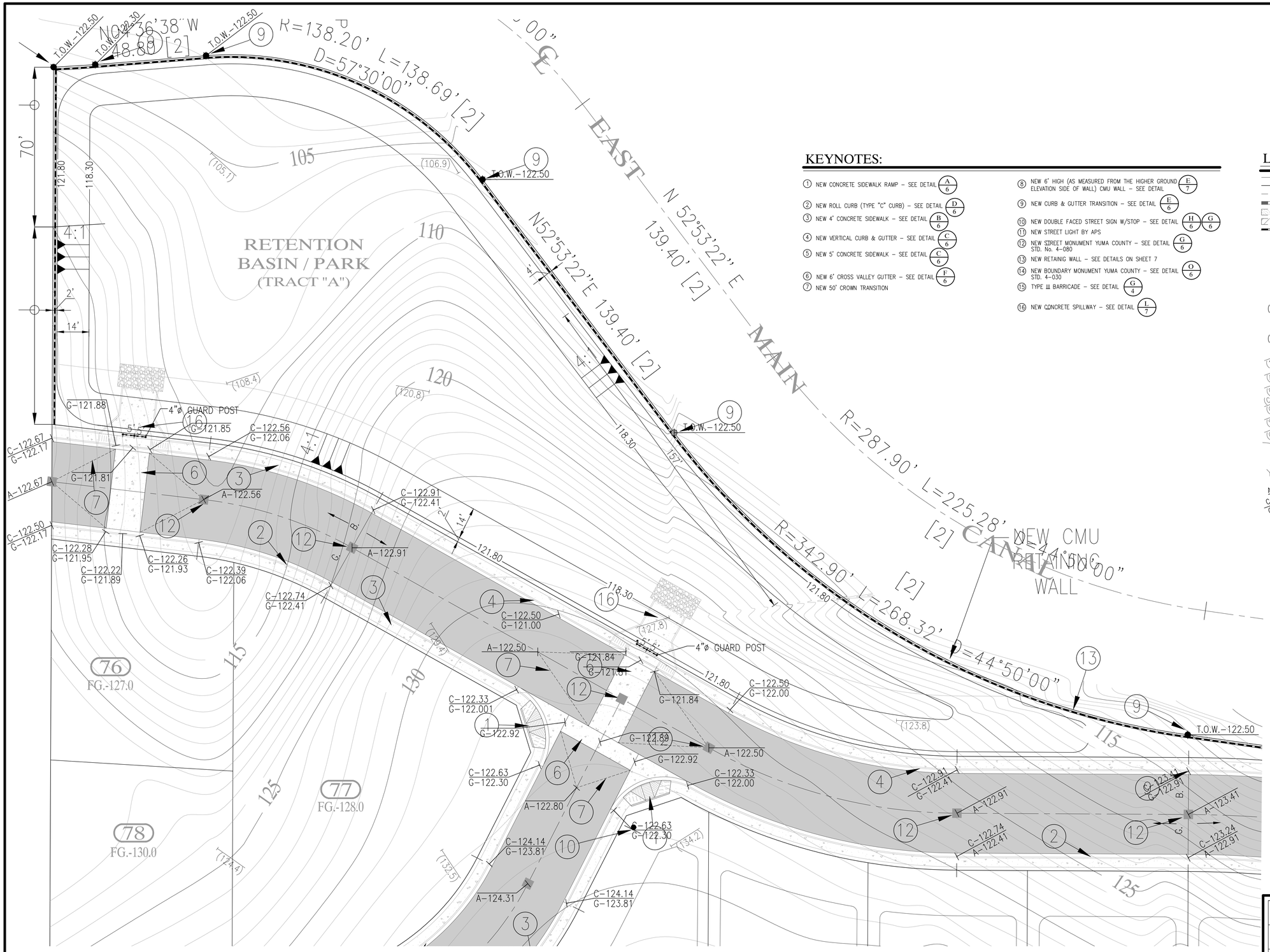
LAS QUINTAS DE SAN LUIS II SUBDIVISION

PAVING & GRADING PLAN

SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: JUL. 16	DRAWN BY: STAFF	JOB No. 14-015

EDAIS Engineering, Inc.
PLANNING-CIVIL-SURVEYING-ARCHITECTURAL
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: najeh@Edaisgroup.com

SHEET 2



KEYNOTES:

1. NEW CONCRETE SIDEWALK RAMP – SEE DETAIL A/6
2. NEW ROLL CURB (TYPE "C" CURB) – SEE DETAIL D/6
3. NEW 4' CONCRETE SIDEWALK – SEE DETAIL B/6
4. NEW VERTICAL CURB & GUTTER – SEE DETAIL C/6
5. NEW 5' CONCRETE SIDEWALK – SEE DETAIL C/6
6. NEW 6' CROSS VALLEY GUTTER – SEE DETAIL F/6
7. NEW 50' CROWN TRANSITION
8. NEW 6' HIGH (AS MEASURED FROM THE HIGHER GROUND ELEVATION SIDE OF WALL) CMU WALL – SEE DETAIL E/7
9. NEW CURB & GUTTER TRANSITION – SEE DETAIL E/6
10. NEW DOUBLE FACED STREET SIGN W/STOP – SEE DETAIL H/6 G/6
11. NEW STREET LIGHT BY APS
12. NEW STREET MONUMENT YUMA COUNTY – SEE DETAIL G/6 STD. No. 4-080
13. NEW RETAINIG WALL – SEE DETAILS ON SHEET 7
14. NEW BOUNDARY MONUMENT YUMA COUNTY – SEE DETAIL O/6 STD. 4-030
15. TYPE III BARRICADE – SEE DETAIL G/4
16. NEW CONCRETE SPILLWAY – SEE DETAIL L/7

W S N E

SCALE: 1"=20'

LEGEND

——— · ———	CENTERLINE
———	BOUNDARY LINE
— — — —	EXISTING LOTS
	EXISTING CMU WALL
	EXISTING DIRT ROAD
	EXISTING ASPHALT
	NEW CMU WALL
○	FOUND MONUMENT (TYPE AS SHOWN)
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(SW-135.52)	EXISTING SIDEWALK ELEVATION
(CRN-106.86)	EXISTING CROWN ELEVATION
120	EXISTING CONTOUR LINE
(D)	EXISTING LOT NUMBER
A.P.N.	ASSESSOR PARCEL NUMBER
Y.C.R.	YUMA COUNTY RECORDER
A-122.50	NEW ASPHALT ELEVATION
C-135.50 / G-135.17	NEW CURB & GUTTER ELEVATION
0.2%	NEW SLOPE

Registered Professional Engineer (Civil) Certificate No. 26844 NAJEH K. EDAIS Date Signed 08/04/16 ARIZONA, U.S.A. EXPIRES 3/31/17

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LAS QUINTAS DE SAN LUIS II SUBDIVISION

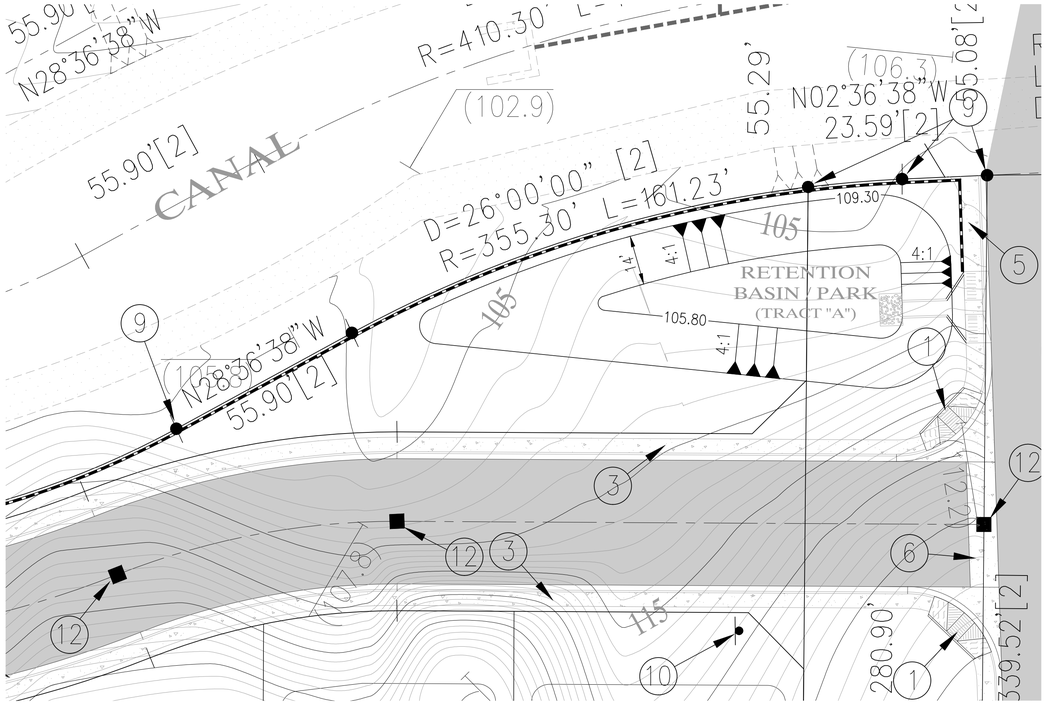
PAVING & GRADING PLAN

SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: JUL. 16	DRAWN BY: STAFF	JOB No. 14-015

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SHEET 3

CALL TWO WORKING DAYS BEFORE YOU DIG
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(OUTSIDE MARICOPA COUNTY)



DRAINAGE REPORT

I. **RAINFALL CALCULATIONS**

DRAINAGE AREA (AREA 1)

DRAINAGE AREA = 24.43 AC
RAINFALL INTENSITY (1) = 1.22 IN 1 HR.
PEAK RATE RUNOFF (C) = 0.43
Q= (24.43)(0.43)(1.22) = 12.82 CFS.
TOTAL RAINFALL= (7200)(12.82)= 92,275 CF

DRAINAGE AREA (AREA 2)

DRAINAGE AREA = 4.32 AC
RAINFALL INTENSITY (1) = 1.22 IN 1 HR.
PEAK RATE RUNOFF (C) = 0.43
Q= (4.32)(0.43)(1.22) = 2.26 CFS.
TOTAL RAINFALL= (7200)(2.26)= 16,317 CF

II. **STORAGE VOLUME PROVIDED:**

RETENTION BASIN #1:

TOP AREA : 49,909 SF
BOTTOM AREA : 33,949 SF
DEPTH = 3.5 FT
STORAGE VOLUME PROVIDED =
(49,909 + 33,949)3.5 / 2 = 146,752 CF
FACTOR OF SAFETY = $\frac{146,752}{92,279}$ = 1.59 ∴ OK

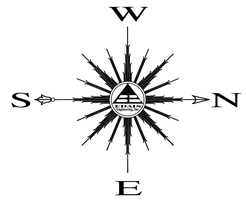
RETENTION BASIN #2:

TOP AREA : 5,954 SF
BOTTOM AREA : 4,212 SF
DEPTH = 3.5 FT
STORAGE VOLUME PROVIDED =
(5,954 + 4,212)3.5 / 2 = 17,790 CF
FACTOR OF SAFETY = $\frac{17,790}{16,317}$ = 1.09 ∴ OK

1.- THERE IS NO OFF SITE STORMWATER ENTERING THE SITE AND ALL STORMWATER GENERATED BY THE SITE WILL BE STORED ON SITE.

2.- THIS PROJECT IS LOCATED IN FLOOD ZONE "B" AS DETERMINED BY THE FIRM MAPS.

3.- THE ON-SITE SOIL AS CLASSIFIED AS SUPERSTITION SAND AS DETERMINED BY THE SOIL CONSERVATION SERVICE MAPS FOR YUMA-WELTON AREA WITH HIGH PERCOLATION RATE. NO PONDING OF WATER IS ANTICIPATED DUE THE SOIL CONDITION. CONSERVATION SERVICE MAPS FOR YUMA-WELTON AREA WITH HIGH PERCOLATION RATE.



SCALE: 1"=20'

LEGEND

———	CENTERLINE
———	BOUNDARY LINE
– – – –	EXISTING LOTS
▬▬▬	EXISTING CMU WALL
▭▭▭	EXISTING DIRT ROAD
▨▨▨	EXISTING ASPHALT
▬ ▬ ▬	NEW CMU WALL
O	FOUND MONUMENT (TYPE AS SHOWN)
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A.P.N.	EXISTING LOT NUMBER
Y.C.R.	ASSESSOR PARCEL NUMBER
A-122.50	YUMA COUNTY RECORDER
C-135.50 G-135.17	NEW ASPHALT ELEVATION
0.2%	NEW CURB & GUTTER ELEVATION
	NEW SLOPE

KEYNOTES:

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15. TYPE III BARRICADE – SEE DETAIL G/4
16. NEW CONCRETE SPILLWAY – SEE DETAIL L/7

Najeh K. Edais
Registered Professional Engineer
CERTIFICATE NO. 26844
26844
NAJEH K.
EDAIS
Date Signed 08/04/16
ARIZONA, U.S.A.
EXPIRES 3/31/17

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LAS QUINTAS DE SAN LUIS II SUBDIVISION

PAVING & GRADING PLAN

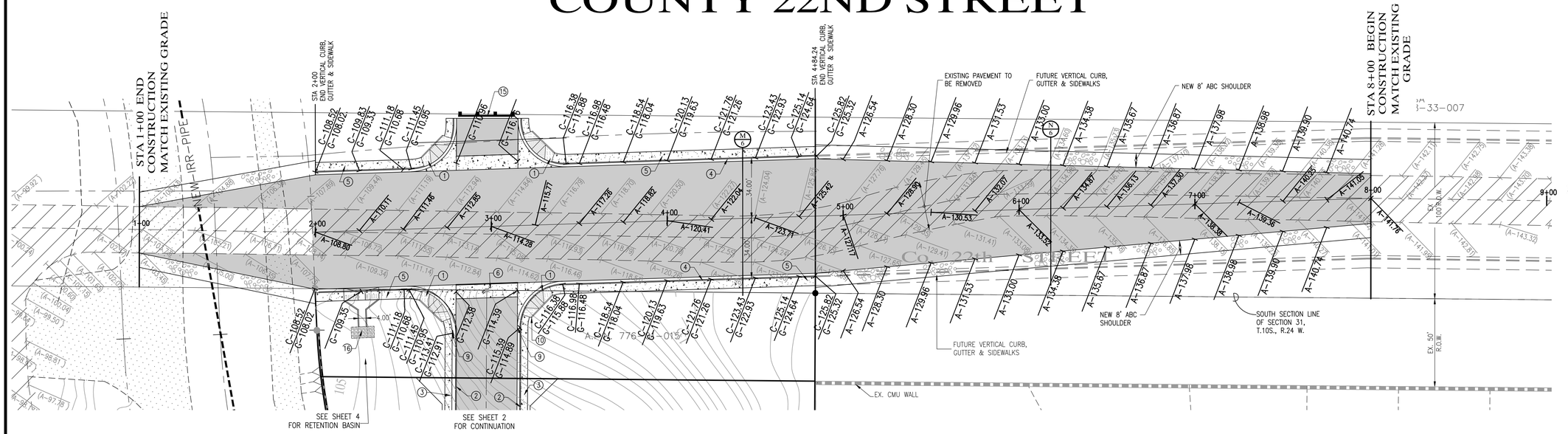
SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: JUL. 16	DRAWN BY: STAFF	JOB No. 14-015

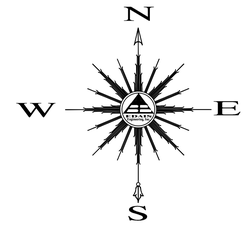
EDAIS Engineering, Inc.
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SHEET 4

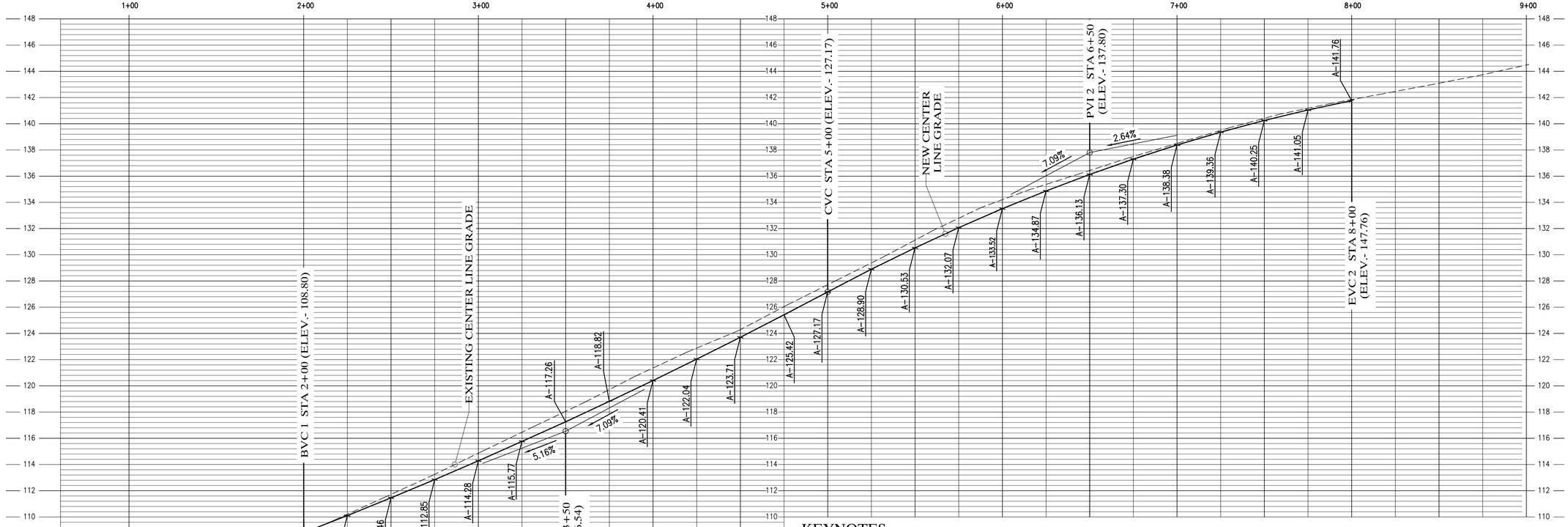
CALL TWO WORKING DAYS BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

COUNTY 22ND STREET





SCALE HORIZ: 1"=30'
SCALE VERT: 1"=4'



KEYNOTES:

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14. NEW BOUNDARY MONUMENT YUMA COUNTY – SEE DETAIL O/6 STD. 4-030
15. TYPE III BARRICADE – SEE DETAIL G/4
16. NEW CONCRETE SPILLWAY

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Registered Professional Engineer — 26844 — NAJEH K. EDAIS — Date Signed 08/04/16 — ARIZONA, U.S.A.

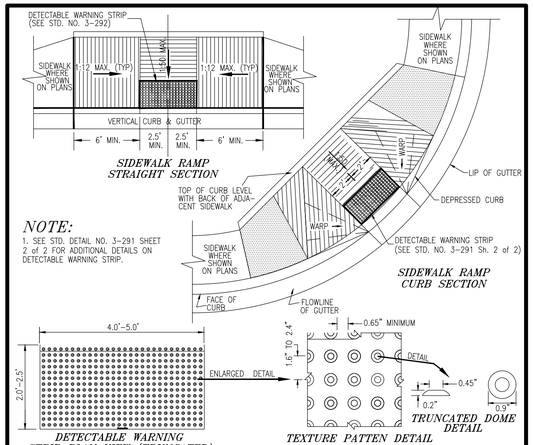
LAS QUINTAS DE SAN LUIS II SUBDIVISION

COUNTY 22nd STREET IMPROVEMENT

SCALE: AS SHOWN	DESIGNED BY: N.K.E.	CHECKED BY: N.K.E.
DATE: AUG 2016	DRAWN BY: STAFF	JOB No. 14-015

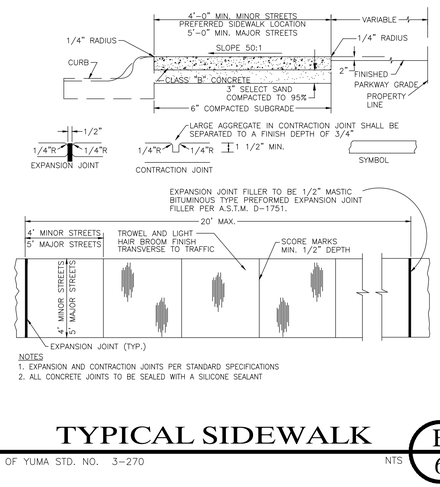
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3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: EE@Edaisengineering.com

SHEET 5



SIDEWALK RAMP DETECTABLE WARNING STRIP

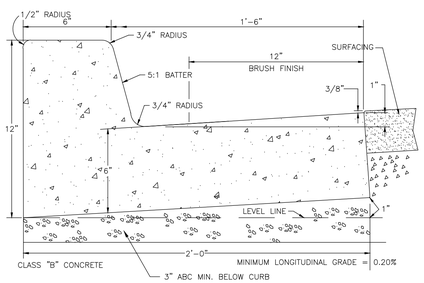
CO. OF YUMA. STD. NO. 3-280 (MODIFIED) NTS **A 6**



NOTES
1. EXPANSION AND CONTRACTION JOINTS PER STANDARD SPECIFICATIONS
2. ALL CONCRETE JOINTS TO BE SEALED WITH A SILICONE SEALANT

TYPICAL SIDEWALK

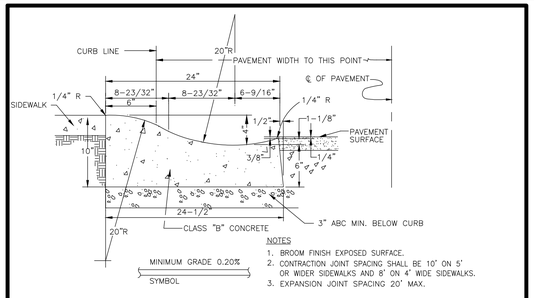
CO. OF YUMA STD. NO. 3-270 NTS **B 6**



NOTES
1. ALL EXPOSED SURFACES SHALL BE BROOM FINISHED EXCEPT AS SHOWN.
2. CONTRACTION JOINT SPACING SHALL BE 10' ON 5' OR WIDER SIDEWALKS AND 8' ON 4' WIDE SIDEWALKS.
3. EXPANSION JOINT SPACING 20' MAX.
4. TYPE "A" CURB SHALL BE USED ON CITY STREETS EXCEPT WHERE TYPE "B" CURB IS REQUIRED ALONG A.D.O.T. R/W TO MATCH EXISTING CURB.
5. ALL CONCRETE JOINTS TO BE SEALED WITH A SILICONE SEALANT

TYPE "A" CURB

CO. OF YUMA STD. NO. 3-120 NTS **C 6**



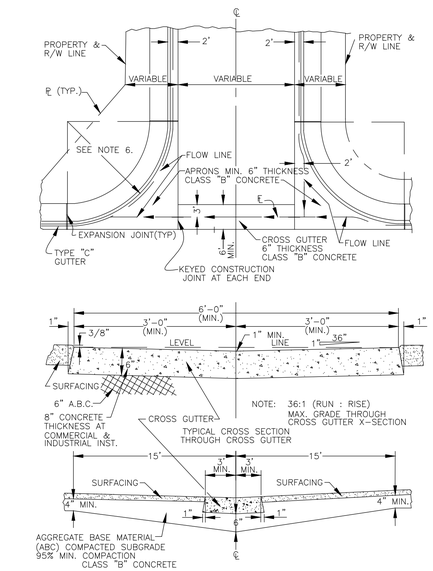
NOTES
1. BROOM FINISH EXPOSED SURFACE.
2. CONTRACTION JOINT SPACING SHALL BE 10' ON 5' OR WIDER SIDEWALKS AND 8' ON 4' WIDE SIDEWALKS.
3. EXPANSION JOINT SPACING 20' MAX.

TYPE "C" CURB

CO. OF YUMA STD. NO. 3-140 NTS **D 6**

CURB AND TRANSITION

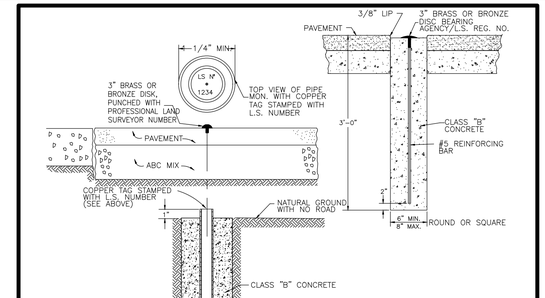
CO. OF YUMA STD. NO. 3-200 NTS **E 6**



NOTES
1. BROOM FINISH EXPOSED SURFACE.
2. CONTRACTION JOINT SPACING 10' MAX.
3. EXPANSION JOINT SPACING 20' MAX.
4. ASPHALT CROSS GUTTERS ARE NOT ALLOWED.
5. 6" ABC SHALL BE PLACED UNDER BOTH APRONS & CROSS-GUTTER COMPACTED TO A MIN. 95% DENSITY.
6. RADIUS REQUIREMENTS:
   A. LOCAL STREET: 25' MINIMUM
   B. COLLECTOR STREETS: 40' MINIMUM
   C. ARTERIAL STREETS: 50' MINIMUM
7. ALL CONCRETE JOINTS TO BE SEALED

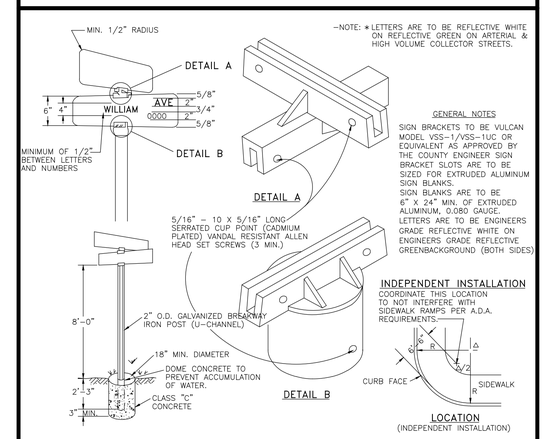
CONCRETE VALLEY GUTTER

CO. OF YUMA STD. NO. 3-170 AND 3-180 NTS **F 6**



SURVEY MONUMENT

CO. OF YUMA STD. NO. 4-030 AND 4-080 NTS **G 6**



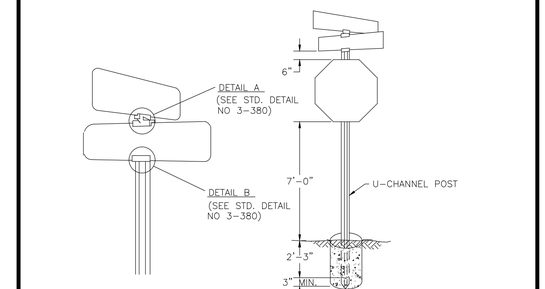
-NOTE: * LETTERS ARE TO BE REFLECTIVE WHITE ON REFLECTIVE GREEN ON ARTERIAL & HIGH VOLUME COLLECTOR STREETS.

GENERAL NOTES

SIGN BRACKETS TO BE VULCAN MODEL VSS-1/VSS-1UC OR EQUIVALENT AS APPROVED BY THE COUNTY ENGINEER SIGN BRACKET SLOTS ARE TO BE SIZED FOR EXTRUDED ALUMINUM SIGN BLANKS.
SIGN BLANKS ARE TO BE 6" X 24" MIN. OF EXTRUDED ALUMINUM, 0.080 GAUGE.
LETTERS ARE TO BE ENGINEERS GRADE REFLECTIVE WHITE ON ENGINEERS GRADE REFLECTIVE GREENBACKGROUND (BOTH SIDES)

DOUBLE FACED STREET SIGN

CO. OF YUMA STD. NO. 3-380 NTS **H 6**



NOTES:

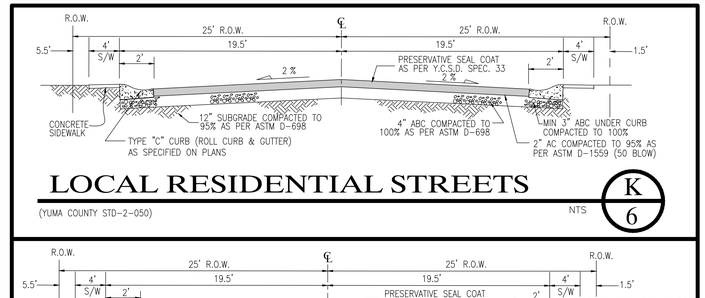
U-CHANNEL POSTS SHALL BE FLANGED GALVANIZED AND A MINIMUM OF 2 LB. PER FOOT IN WEIGHT AS SPECIFIED.

WHEN STREET NAME SIGNS ARE MOUNTED WITH A REGULATORY SIGN, THE LOCATION WILL BE AS PER THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

SEE GENERAL NOTES ON STD. DETAIL NO. 3-380.

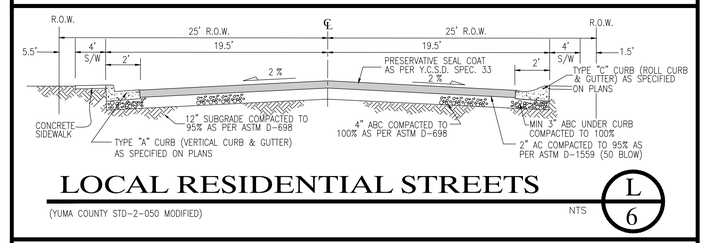
DOUBLE FACED STREET SIGN WITH STOP SIGN

CO. OF YUMA STD. NO. 3-390 NTS **J 6**



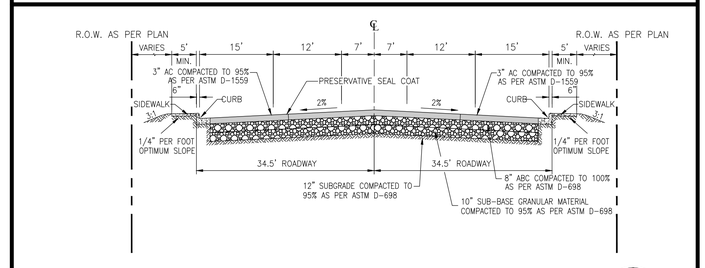
LOCAL RESIDENTIAL STREETS

(YUMA COUNTY STD-2-050) NTS **K 6**



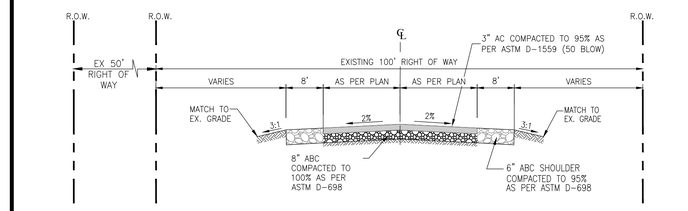
LOCAL RESIDENTIAL STREETS

(YUMA COUNTY STD-2-050 MODIFIED) NTS **L 6**



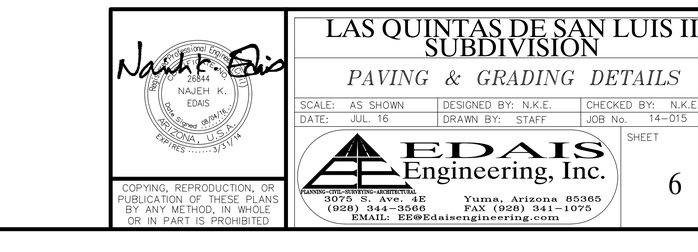
CO. 22TH STREET

(YUMA COUNTY STD-2-020 MODIFIED) NTS **M 6**



CO. 22nd STREET CROSS-SECTION

(COUNTY OF YUMA STD-2-020) MODIFIED NTS **N 6**



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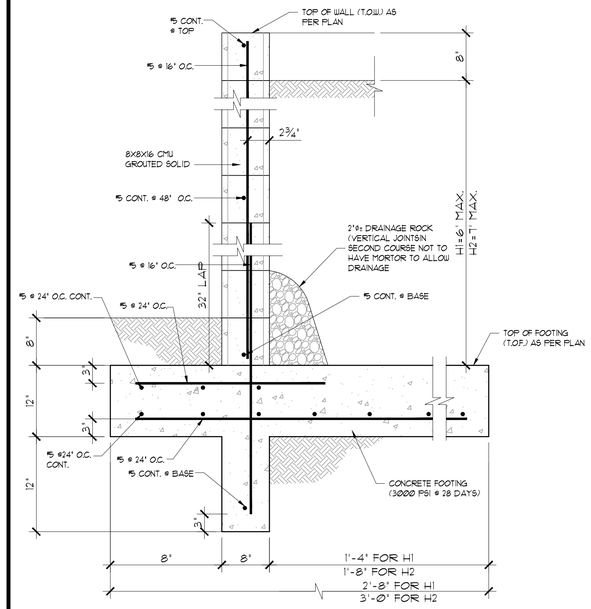
LAS QUINTAS DE SAN LUIS II SUBDIVISION

PAVING & GRADING DETAILS

SCALE: AS SHOWN	DESIGNED BY: N.K.E.	CHECKED BY: N.K.E.
DATE: JUL. 16	DRAWN BY: STAFF	JOB No. 14-015

EDAIS Engineering, Inc.
PLANNING-CIVIL-SURVEYING-ARCHITECTURE
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: EE@Edaisengineering.com

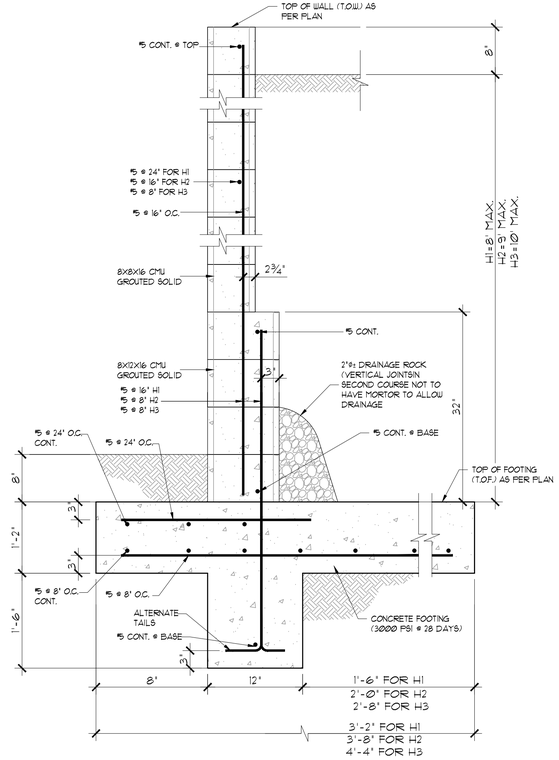
SHEET 6



6'-0" TO 7'-0" RETAINING WALL

NTS

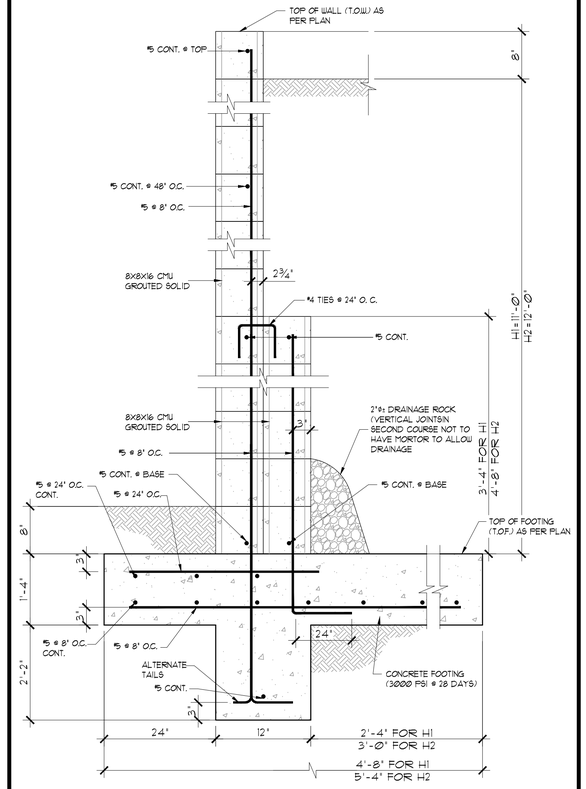
A 7



8'-0" TO 10'-0" RETAINING WALL

NTS

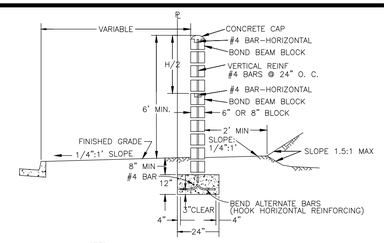
B 7



11'-0" TO 12'-0" RETAINING WALL

NTS

C 7



NOTES

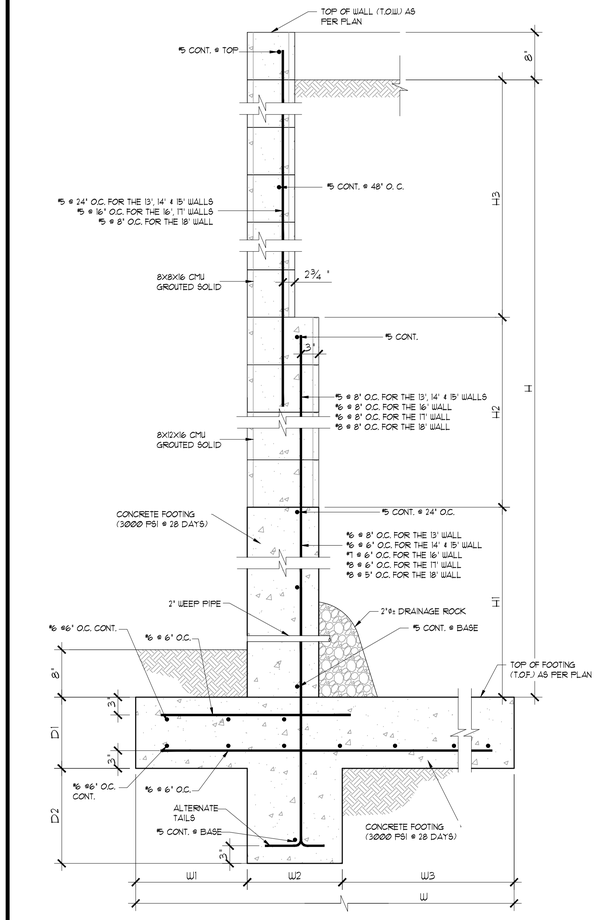
1. ALL BLOCKS BELOW GRADE AND VERTICAL CELLS CONTAINING REINFORCING STEEL SHALL BE FILLED WITH GROUT. IN ADDITION, ALL CELLS WITHOUT VERTICAL REINFORCING STEEL SHALL BE FILLED WITH GROUT TO TOP OF BOND BEAM AT MIDHEIGHT OF WALL.
2. THE BLOCK WALL COURSES AND FOOTINGS MAY BE BUILT PARALLEL WITH THE STREET GRADE (7% MAX.) OR STEPPED.
3. ALL WALLS SHALL BE PLUMB.
4. BACKFILL SHALL BE COMPACTED TO A MINIMUM OF 90%.
5. FOOTING SHALL BE CLASS " CONCRETE@
6. CONCRETE BLOCK SHALL BE GRADE A UNITS, CONFORMING TO ASTM DESIGNATION NO. C90.
7. REINFORCING STEEL, GROUT MORTAR, AND CLASS "B" CONCRETE SHALL CONFORM TO THE STANDARD SPECIFICATIONS.
8. ELIMINATE MORTAR IN ALL VERTICAL JOINTS IN FIRST COURSE ABOVE FINISH GRADE.
9. 1/2" OPEN EXPANSION JOINTS EXTENDING THROUGH THE FOOTING AND ENTIRE HIGHT OF THE BLOCK WALL SHALL BE SPACED AT A MAXIMUM OF 50'.
10. HORIZONTAL STEEL SHALL EXTEND THROUGH EXPANSION JOINTS WHICH WILL BE DOWELED FOR MOVEMENT.
11. ELIMINATE MID–HEIGHT BOND BEAM IN WALLS WHERE H=4' OR LESS.

NON-RETAINING CONCRETE BLOCK WALL

CO. OF YUMA. STD. NO. 3–310

NTS

E 7

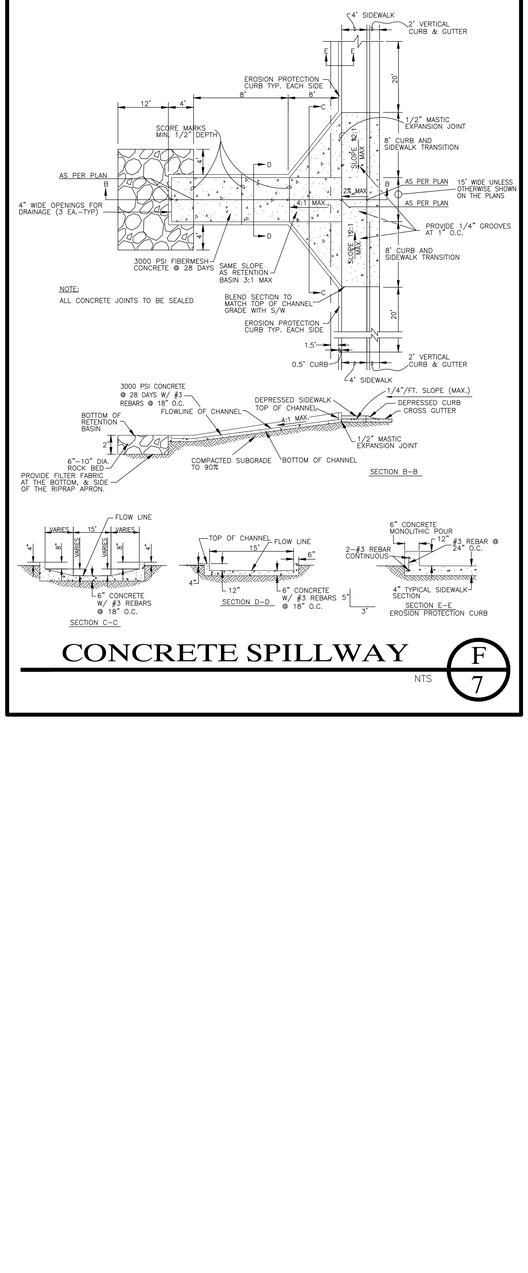


RETAINING WALL SCHEDULE									
WALL	H1	H2	H3	W	W1	W2	W3	D1	D2
13'–0"	4'–0"	4'–0"	5'–8"	5'–9"	2'–0"	1'–0"	2'–9"	1'–6"	2'–6"
14'–0"	4'–0"	4'–0"	6'–8"	7'–0"	2'–6"	1'–0"	3'–6"	1'–6"	2'–6"
15'–0"	4'–8"	4'–8"	6'–4"	7'–0"	2'–6"	1'–0"	3'–6"	1'–8"	3'–0"
16'–0"	5'–4"	4'–0"	7'–4"	8'–0"	2'–6"	1'–0"	4'–6"	1'–8"	3'–0"
17'–0"	6'–0"	4'–0"	7'–8"	8'–4"	3'–6"	1'–0"	3'–10"	2'–0"	3'–6"
18'–0"	6'–8"	6'–0"	6'–0"	8'–10"	3'–6"	1'–0"	4'–4"	2'–0"	3'–8"

13'-0" TO 18'-0" RETAINING WALL

NTS

D 7



CONCRETE SPILLWAY

NTS

F 7

Najeh K. Edais
Registered Professional Engineer
26844
NAJEH K. EDAIS
Date Signed 08/04/16
ARIZONA, U.S.A.
EXPIRES 3/31/18

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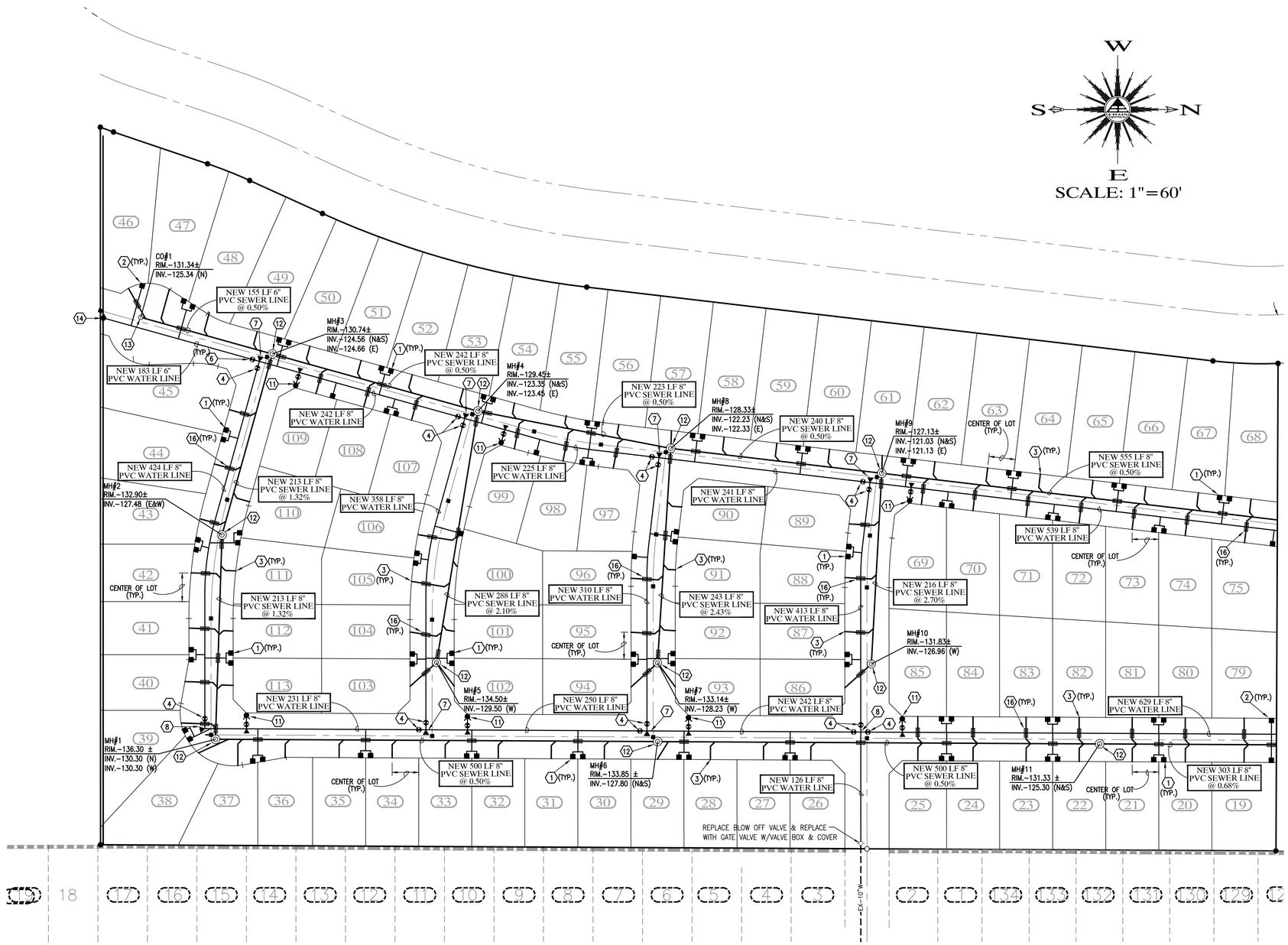
LAS QUINTAS DE SAN LUIS II SUBDIVISION

PAVING & GRADING DETAILS

SCALE: AS SHOWN	DESIGNED BY: N.K.E.	CHECKED BY: N.K.E.
DATE: JUL. 16	DRAWN BY: STAFF	JOB No. 14–015

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3075 S. Ave. 4E Yuma, Arizona 85365
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EMAIL: EE@Edaisengineering.com

SHEET 7



W
S N
E

SCALE: 1"=60'

LEGEND

- CENTERLINE
- PROPERTY LINE
- BOUNDARY LINE
- W — NEW PVC WATER MAIN
- S — NEW PVC SEWER LINE
- (20) NEW LOT NUMBER
- (185) FUTURE LOT NUMBER
- NEW SEWER SERVICE
- NEW SINGLE WATER SERVICE
- NEW DUAL WATER SERVICE
- NEW 2" BACKFLOW PREVENTOR
- NEW THRUST BLOCK
- NEW WATER VALVE
- NEW MANHOLE
- NEW TEMPORARY BLOWOFF VALVE
- NEW FIRE HYDRANT
- MH NEW MANHOLE
- RIM. NEW RIM ELEVATION
- INV. NEW INVERT ELEVATION
- NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
- EXISTING WATER VALVE

WATER / SEWER CONSTRUCTION KEYNOTES

1. INSTALL 1" DUAL WATER SERVICE (TYP.) – SEE DETAILS A/14, B/14, F/14
2. INSTALL 1" SINGLE WATER SERVICE (TYP.) – SEE DETAILS A/14, B/14, F/14
3. INSTALL 4" SEWER SERVICE (TYP.) – SEE DETAIL B/14
4. INSTALL 8" GATE VALVE W/ V.B.&C. – SEE DETAILS P/15, O/16
5. INSTALL 10" GATE VALVE W/ V.B.&C. – SEE DETAILS P/15, O/16
6. INSTALL 6" GATE VALVE W/ V.B.&C. – SEE DETAILS P/15, O/16
7. INSTALL 8" X 8" PVC TEE W/ THRUST BLOCK – SEE DETAILS O/15
8. INSTALL 90° ELL W/ THRUST BLOCK – SEE DETAILS O/15
9. INSTALL 45° ELL W/ THRUST BLOCK – SEE DETAILS O/15
10. INSTALL 12" X 8" TAPPING SLEEVE TEE W/ THRUST BLOCK – SEE DETAILS O/15
11. INSTALL 6" FIRE HYDRANT COMPLETE – SEE DETAIL J/15
12. CONSTRUCT NEW SANITARY SEWER MANHOLE – SEE DETAILS J/15
13. CONSTRUCT NEW SANITARY SEWER CLEANOUT – SEE DETAIL M/15
14. INSTALL TEMPORARY WATER BLOWOFF VALVE – SEE DETAIL N/15
15. INSTALL 2" BACKFLOW PREVENTOR W/ CAGE – SEE DETAIL G/15
16. INSTALL 14' MIN. DUCTILE IRON PIPE WITH MECHANICAL JOINTS AT EACH END – SEE DETAIL I/16
17. INSTALL TYPE "A" DROP SEWER CONNECTION – SEE DETAIL S/16
18. INSTALL 8" X 8" PVC CROSS W/ THRUST BLOCK – SEE DETAILS O/15
19. INSTALL 10" X 10" PVC CROSS W/ THRUST BLOCK – SEE DETAILS O/15
20. CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT UNLESS NOTED OTHERWISE
21. INSTALL 2" WATER SERVICE (TYP.) – SEE DETAILS F/14

UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

Najeh Edais

REGISTERED LAND SURVEYOR CERTIFICATE NO. 26844 NAJEH K. EDAIS Date Signed 08/17/16 ARIZONA, U.S.A. EXPIRES 3/31/17

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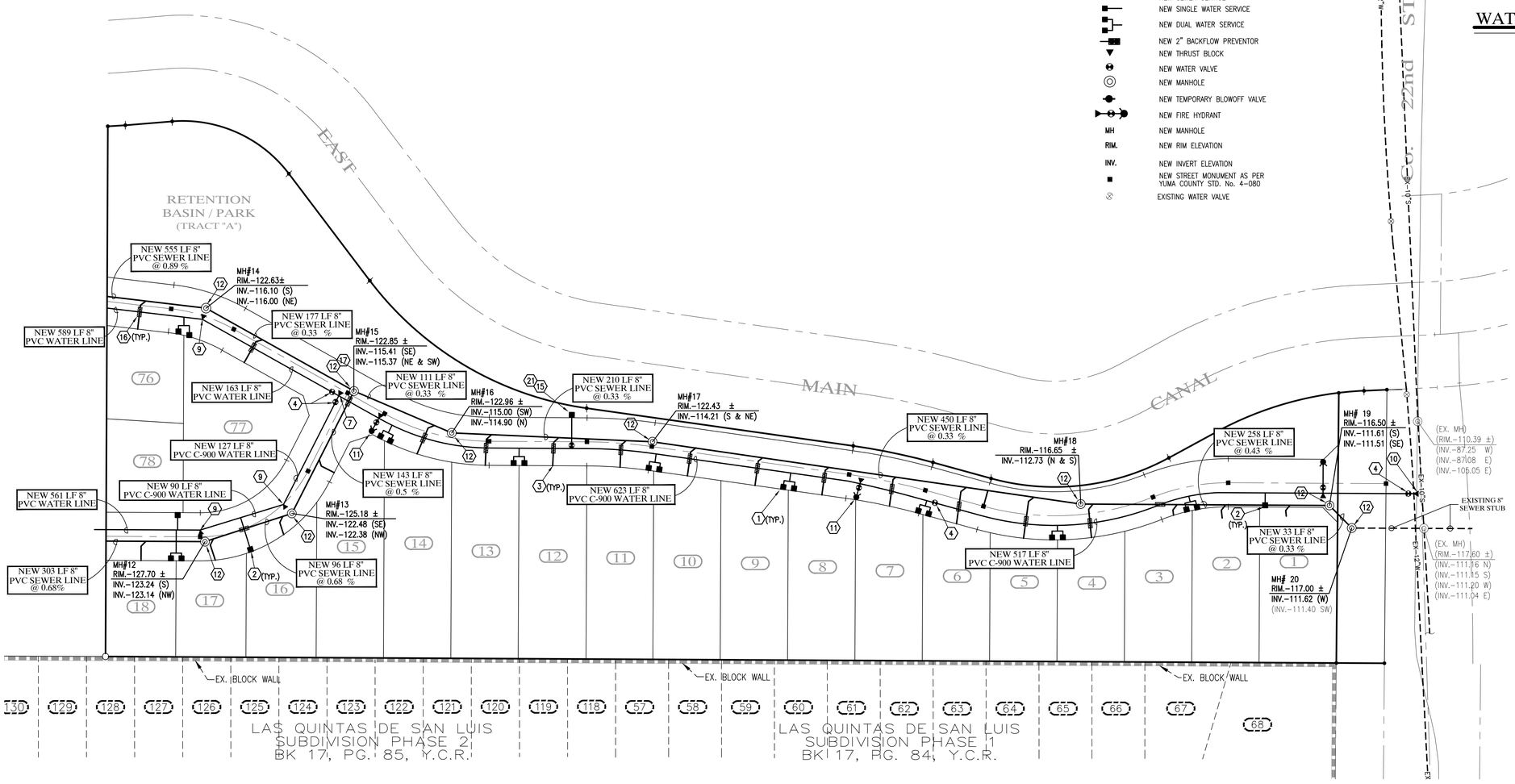
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

WATER & SEWER PLAN

SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE	
DATE: AUG '16"	DRAWN BY: STAFF	JOB No. 14-015	

EDAIS Engineering, Inc.
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(928) 344-3566 FAX (928) 341-1075
EMAIL: najeh@Edaisgroup.com

SHEET 8



LEGEND

- CENTERLINE
- PROPERTY LINE
- BOUNDARY LINE
- W — NEW PVC WATER MAIN
- S — NEW PVC SEWER LINE
- (20) NEW LOT NUMBER
- (188) FUTURE LOT NUMBER
- NEW SEWER SERVICE
- NEW SINGLE WATER SERVICE
- NEW DUAL WATER SERVICE
- NEW 2" BACKFLOW PREVENTOR
- NEW THRUST BLOCK
- NEW WATER VALVE
- NEW MANHOLE
- NEW TEMPORARY BLOWOFF VALVE
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- INV. — NEW INVERT ELEVATION
- NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
- EXISTING WATER VALVE

W
S N
E
SCALE: 1"=60'

WATER / SEWER CONSTRUCTION KEYNOTES

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5. INSTALL 10" GATE VALVE W/ V.B.&C. – SEE DETAILS P/15 O/16
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Najeh Edais
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26844
NAJEH K. EDAIS
08/04/16
ARIZONA, U.S.A.
EXPIRES 3/31/17

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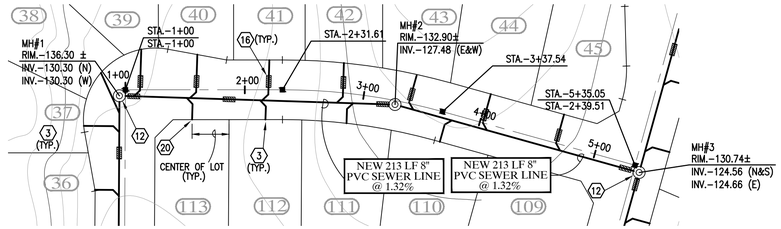
LAS QUINTAS DE SAN LUIS II SUBDIVISION

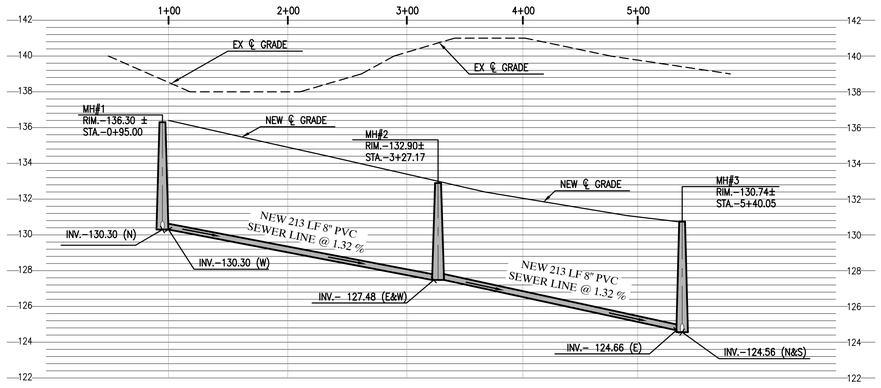
WATER & SEWER PLAN

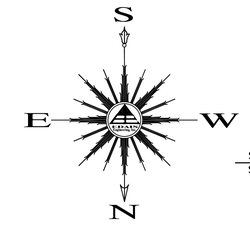
SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE
DATE: JUL 16	DRAWN BY: STAFF	JOB No. 14-015

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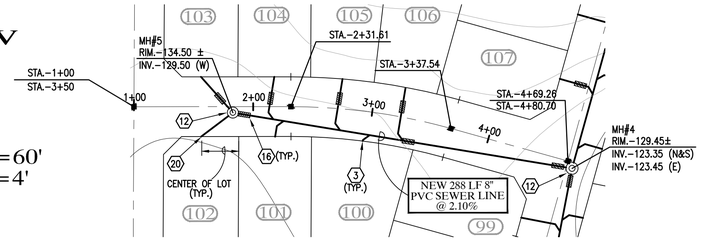
SHEET 9

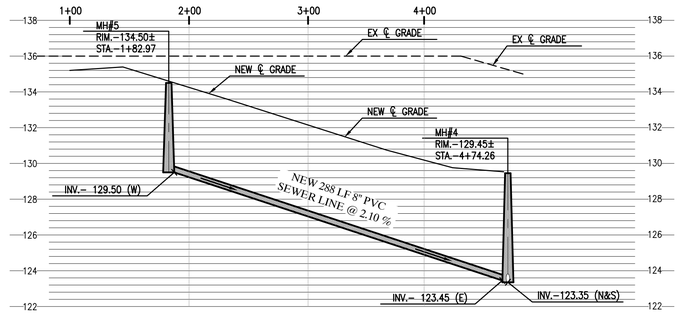






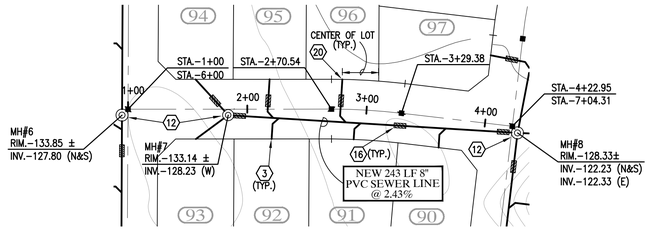
SCALE HORIZ: 1"=60'
SCALE VERT: 1"=4'

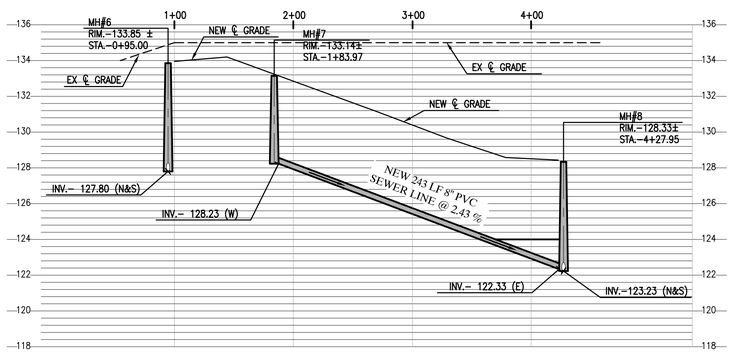


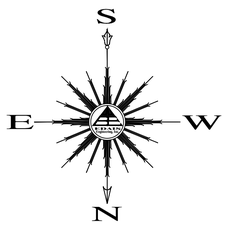


WATER / SEWER CONSTRUCTION KEYNOTES

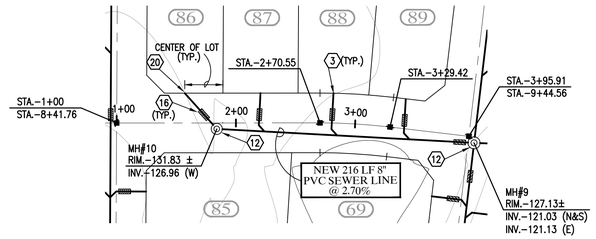
1. INSTALL 1" DUAL WATER SERVICE (TYP.) – SEE DETAILS A/14 B/14 F/14
2. INSTALL 1" SINGLE WATER SERVICE (TYP.) – SEE DETAILS A/14 B/14 F/14
3. INSTALL 4" SEWER SERVICE (TYP.) – SEE DETAIL H/14
4. INSTALL 8" GATE VALVE W/ V.B.&C. – SEE DETAILS P/15 O/16
5. INSTALL 10" GATE VALVE W/ V.B.&C. – SEE DETAILS P/15 O/16
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20. CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT UNLESS NOTED OTHERWISE
21. INSTALL 2" WATER SERVICE (TYP.) – SEE DETAILS F/14

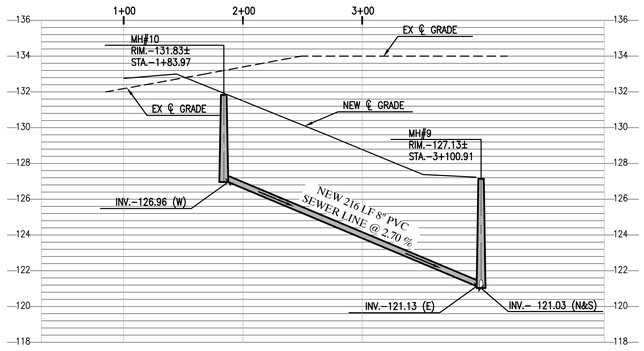






SCALE HORIZ: 1"=60'
SCALE VERT: 1"=4'





SEWER CONSTRUCTION KEYNOTES

3. INSTALL 4" SEWER SERVICE (TYP.) – SEE DETAIL H/14
12. CONSTRUCT NEW SANITARY SEWER MANHOLE – SEE DETAILS J/15
13. CONSTRUCT NEW SANITARY SEWER CLEANOUT – SEE DETAIL M/15
16. INSTALL 14' MIN. DUCTILE IRON PIPE WITH MECHANICAL JOINTS AT EACH END – SEE DETAIL T/16
20. CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT UNLESS NOTED OTHERWISE

LEGEND

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- EXISTING WATER VALVE

Registered Professional Engineer (Civil) 26844 NAJEH K. EDAIS Date Signed 08/04/16 ARIZONA, U.S.A. EXPIRES 3/31/17

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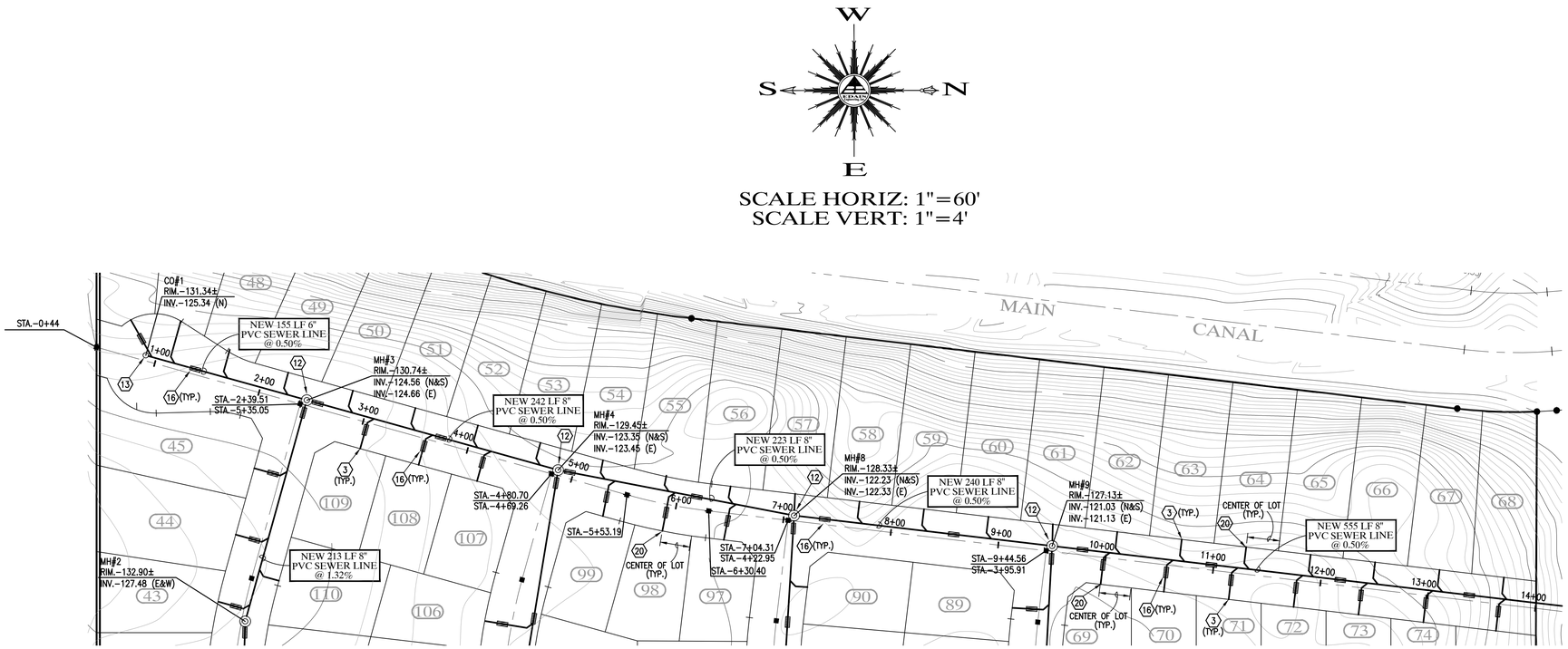
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

SEWER PLAN & PROFILES

SCALE: AS SHOWN	DESIGNED BY: NKE	CHECKED BY: NKE	
DATE: JUN."16"	DRAWN BY: LPR	JOB No. 14-015	

EDAIS Engineering, Inc.
PLANNING–CIVIL–SURVEYING–LANDSCAPING
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: najeh@Edaisgroup.com

SHEET 10



WATER / SEWER CONSTRUCTION KEYNOTES

1. INSTALL 1" DUAL WATER SERVICE (TYP.) – SEE DETAILS A/14 B/14 F/14
2. INSTALL 1" SINGLE WATER SERVICE (TYP.) – SEE DETAILS A/14 B/14 F/14
3. INSTALL 4" SEWER SERVICE (TYP.) – SEE DETAIL H/14
4. INSTALL 8" GATE VALVE W/ V.B.&C. – SEE DETAILS P/15 O/16
5. INSTALL 10" GATE VALVE W/ V.B.&C. – SEE DETAILS P/15 O/16
6. INSTALL 6" GATE VALVE W/ V.B.&C. – SEE DETAILS P/15 O/16
7. INSTALL 8" X 8" PVC TEE W/ THRUST BLOCK – SEE DETAILS O/15
8. INSTALL 90° ELL W/ THRUST BLOCK – SEE DETAILS O/15
9. INSTALL 45° ELL W/ THRUST BLOCK – SEE DETAILS O/15
10. INSTALL 12" X 8" TAPPING SLEEVE TEE W/ THRUST BLOCK – SEE DETAILS O/15
11. INSTALL 6" FIRE HYDRANT COMPLETE – SEE DETAIL J/15
12. CONSTRUCT NEW SANITARY SEWER MANHOLE – SEE DETAILS L/15
13. CONSTRUCT NEW SANITARY SEWER CLEANOUT – SEE DETAIL M/15
14. INSTALL TEMPORARY WATER BLOWOFF VALVE – SEE DETAIL N/15
15. INSTALL 2" BACKFLOW PREVENTOR W/ CAGE – SEE DETAIL G/15
16. INSTALL 14' MIN. DUCTILE IRON PIPE WITH MECHANICAL JOINTS AT EACH END – SEE DETAIL T/16
17. INSTALL TYPE "A" DROP SEWER CONNECTION – SEE DETAIL S/16
18. INSTALL 8" X 8" PVC CROSS W/ THRUST BLOCK – SEE DETAILS O/15
19. INSTALL 10" X 10" PVC CROSS W/ THRUST BLOCK – SEE DETAILS O/15
20. CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT UNLESS NOTED OTHERWISE
21. INSTALL 2" WATER SERVICE (TYP.) – SEE DETAILS F/14

SEWER CONSTRUCTION KEYNOTES

3. INSTALL 4" SEWER SERVICE (TYP.) – SEE DETAIL H/14
12. CONSTRUCT NEW SANITARY SEWER MANHOLE – SEE DETAILS L/15
13. CONSTRUCT NEW SANITARY SEWER CLEANOUT – SEE DETAIL M/15
16. INSTALL 14' MIN. DUCTILE IRON PIPE WITH MECHANICAL JOINTS AT EACH END – SEE DETAIL T/16
20. CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT UNLESS NOTED OTHERWISE

LEGEND

- CENTERLINE
- PROPERTY LINE
- BOUNDARY LINE
- W — NEW PVC WATER MAIN
- S — NEW PVC SEWER LINE
- (20) NEW LOT NUMBER
- (188) FUTURE LOT NUMBER
- NEW SEWER SERVICE
- NEW SINGLE WATER SERVICE
- NEW DUAL WATER SERVICE
- NEW 2" BACKFLOW PREVENTOR
- NEW THRUST BLOCK
- NEW WATER VALVE
- NEW MANHOLE
- NEW TEMPORARY BLOWOFF VALVE
- NEW FIRE HYDRANT
- MH NEW MANHOLE
- RIM. NEW RIM ELEVATION
- INV. NEW INVERT ELEVATION
- NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
- EXISTING WATER VALVE

REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
26844
NAJEH K. EDAIS
Date Signed 08/04/16
ARIZONA, U.S.A.
EXPIRES 3/31/17

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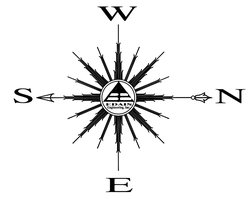
LAS QUINTAS DE SAN LUIS 2 SUBDIVISION

SEWER PLAN & PROFILES

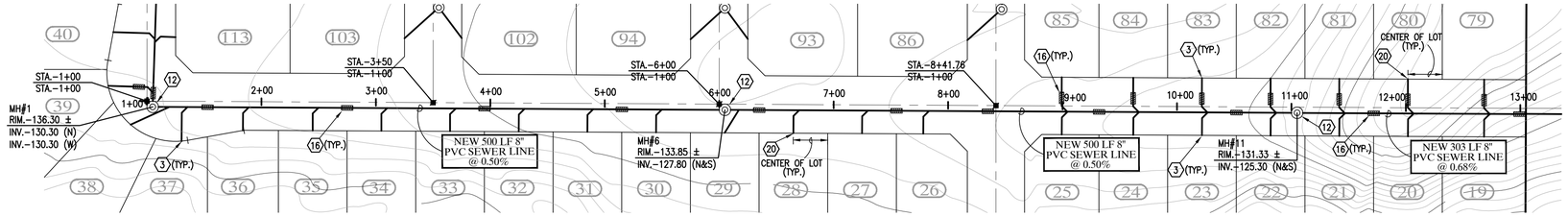
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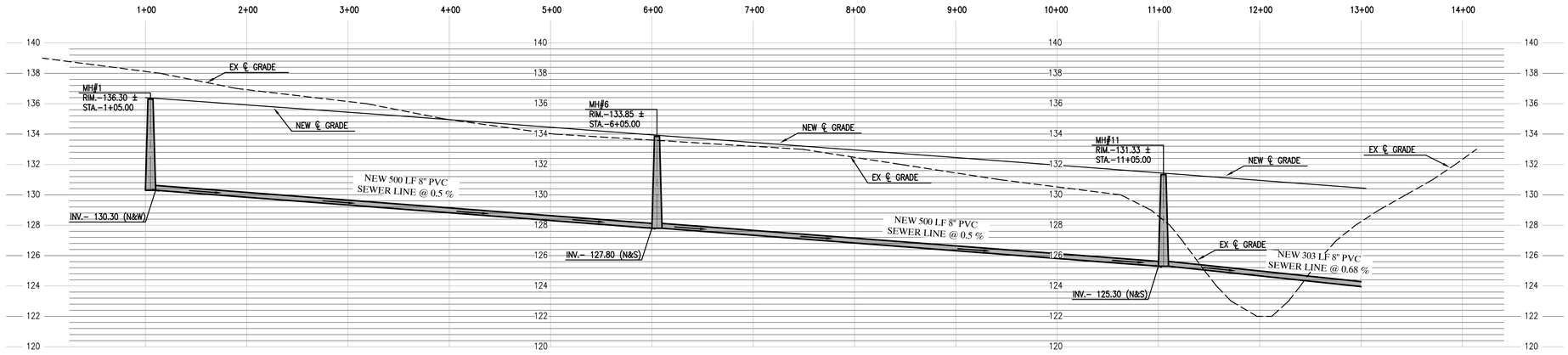
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SHEET 11



SCALE HORIZ: 1"=60'
SCALE VERT: 1"=4'





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SEWER CONSTRUCTION KEYNOTES

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- BOUNDARY LINE
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- (20) NEW LOT NUMBER
- (138) FUTURE LOT NUMBER
- NEW SEWER SERVICE
- NEW SINGLE WATER SERVICE
- NEW DUAL WATER SERVICE
- NEW 2" BACKFLOW PREVENTOR
- NEW THRUST BLOCK
- NEW WATER VALVE
- NEW MANHOLE
- NEW TEMPORARY BLOWOFF VALVE
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- RIM. NEW RIM ELEVATION
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- NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
- EXISTING WATER VALVE

Registered Professional Engineer Certificate No. 26844 NAJEH K. EDAIS Date Signed 08/04/16 ARIZONA, U.S.A. Expires 3/31/17

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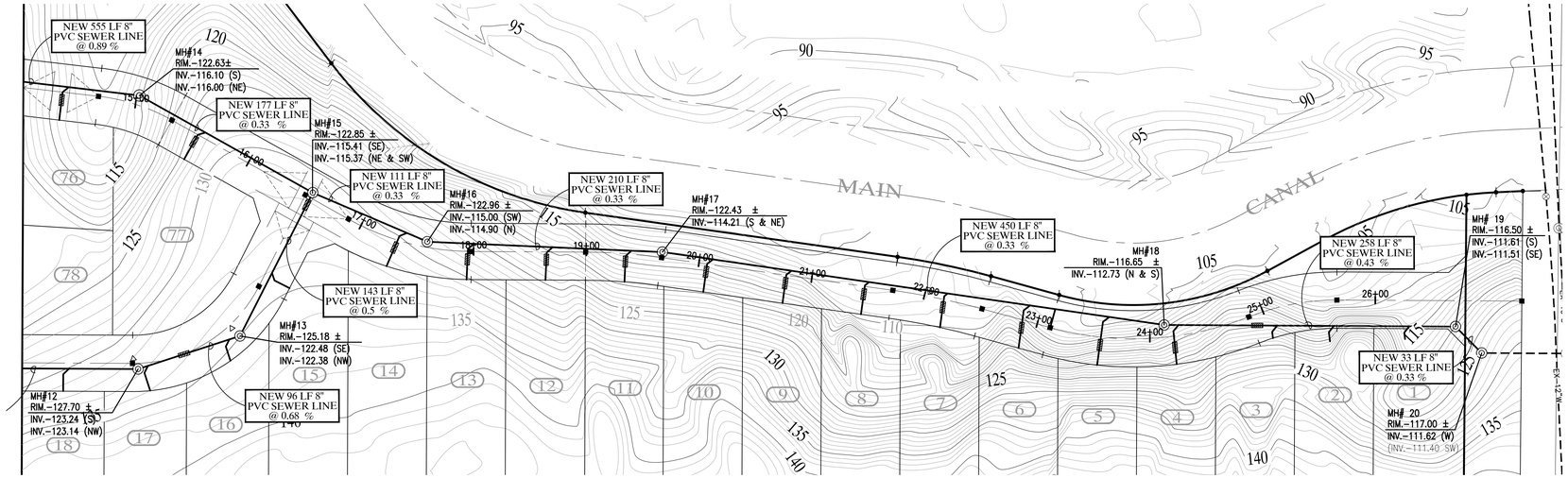
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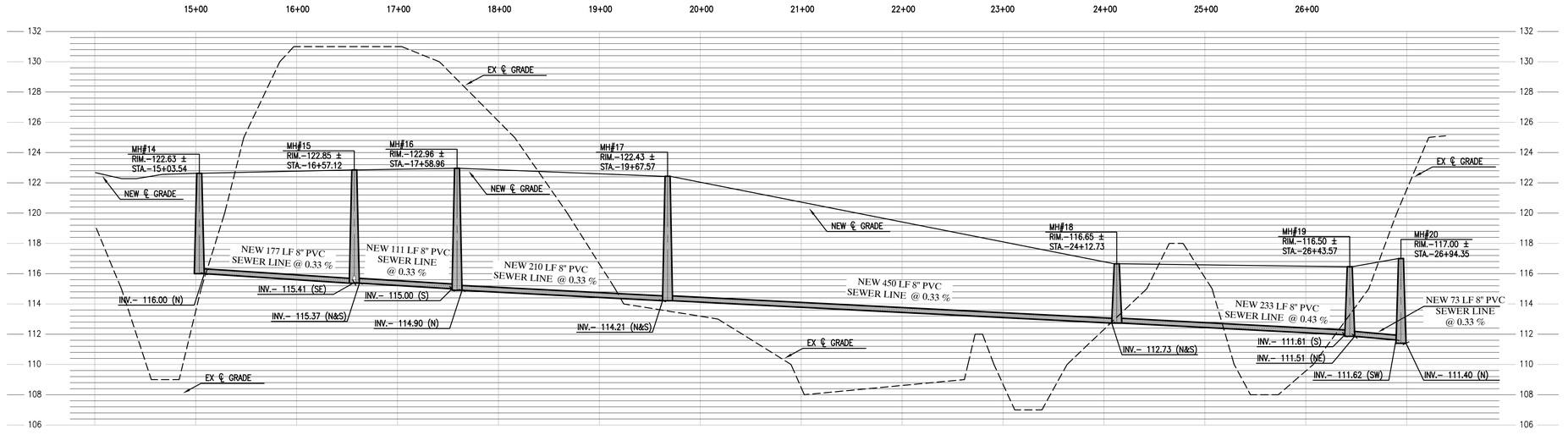
SEWER PLAN & PROFILES

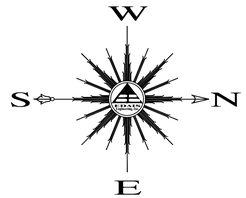
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SHEET 12







SCALE: 1"=60'

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UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

Registered Professional Engineer (Civil) 26844 NAJEH K. EDAIS Date Signed 08/04/16 ARIZONA, U.S.A. Expires 3/31/17

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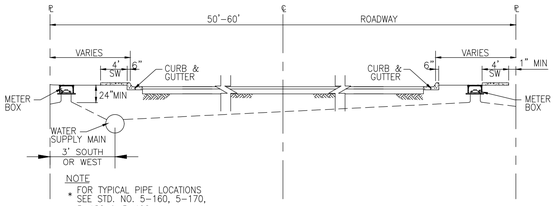
LAS QUINTAS DE SAN LUIS II SUBDIVISION

SEWER PLAN & PROFILES

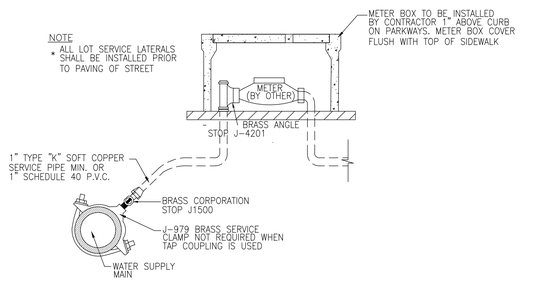
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SHEET 13

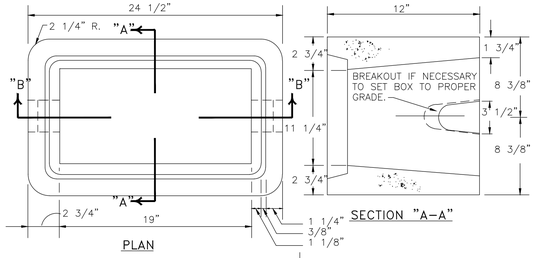


TYPICAL METER BOX LOCATIONS AND SERVICE CONNECTION



1" SERVICE INSTALLATION

C.O.Y. STD. NO. 5-150 NTS A 14



THE METER BOXES SHALL CONFORM TO THE DIMENSIONS OF THE ABOVE DRAWING AND SHALL BE MADE OF PORTLAND CEMENT CONCRETE POURED AND TAMPED (OR VIBRATED) IN TRUE FORM.

THE PORTLAND CEMENT CONCRETE SHALL BE BATCHED IN THE PROPER PROPORTIONS, BY WEIGHT, OF WATER, CEMENT, FINE AGGREGATE (A.S.T.M. NO. C-33), AND COARSE AGGREGATE (3/8" ROCK). THIS MIX SHALL BE DESIGNED TO OBTAIN A MINIMUM OF 4000 P.S.I. AT 28 DAYS WHEN TESTED IN ACCORDANCE WITH A.S.T.M. C-39. THIS MIX SHALL BE POURED AT A SLUMP NOT IN EXCESS OF 6".

UPON REMOVAL OF THE FORMS, THE METER BOXES SHALL BE WATER CURED FOR 7 DAYS, OR SPRAYED WITH A MEMBRANE CURING COMPOUND SUCH AS HUNTS PROCESS OR EQUAL.

THE METHOD OF SAMPLING AND TESTING OF THESE BOXES SHALL CONFORM TO A.S.T.M. NO. C-129 & 140, EXCEPT THAT THE MINIMUM REQUIRED STRENGTH SHALL BE 4000 P.S.I. AT 28 DAYS.

METER BOX LIDS SHALL BE CAST IRON OR STEEL AND FIT FLUSH WITH TOP OF BOX AND HAVE ADEQUATE BEARING ON SEAT. WHEN WATER METER BOXES ARE IN PAVED AREAS SUBJECT TO VEHICLE TRAFFIC, A TRAFFIC RATED LID WILL BE USED.

CONC. WATER METER BOX FOR 1" METER AND SMALLER

C.O.Y. NO. 5-152 NTS B 14

NOTES:

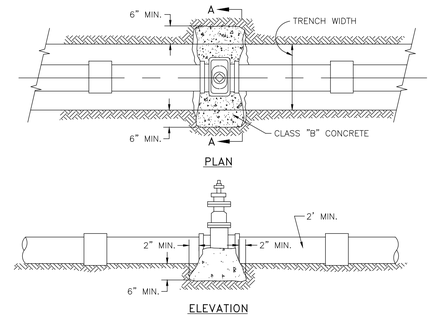
1. SEWER CONSTRUCTION STAKING SHALL BE DONE UNDER THE SUPERVISION OF A REGISTERED ENGINEER OR SURVEYOR.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF SITE AND SOIL CONDITION AND SHALL NOTIFY ALL UTILITY AGENCIES PRIOR TO EXCAVATION.
3. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONDITIONS REQUIRING CHANGE TO THE PLANS.
4. CONTRACTOR SHALL NOTIFY FARWEST WATER & SEWER, INC. PRIOR TO START OF CONSTRUCTION.
5. STANDARD SPECIFICATIONS AND ARIZONA STATE HEALTH DEPARTMENT BUL. NO. 11 SHALL APPLY TO THIS PROJECT.
6. A MINIMUM OF 7' SHALL BE MAINTAINED BETWEEN PARALLEL WATER AND SEWER LINES AND WATER AND SEWER MAINS.
7. SEWER MAINS AND SERVICES SHALL BE CONSTRUCTED OF CLASS 50 CEMENT OR EPOXY LINED DUCTILE IRON PIPE FOR A DISTANCE OF 7' IN BOTH DIRECTIONS FROM A WATERMAIN OR SERVICE WHEN,
   A. SEWER MAIN OR SERVICE CROSSES LESS THEN 2' BELOW A WATER MAIN
   B. WATER MAIN OR SERVICE CROSSES BELOW A SEWER MAIN OR SERVICE (A MINIMUM OF 24" SEPARATION SHALL BE MAINTAINED VERTICALLY BETWEEN WATER AND SEWER MAINS AND SERVICES).
8. NO STREET, WATER AND SEWER IMPROVEMENTS WILL BE ACCEPTED BY FARWEST WATER & SEWER, INC. FOR MAINTENANCE UNTIL "AS BUILT" CERTIFIED PLANS ARE FILED WITH AND ACCEPTED BY FARWEST WATER & SEWER, INC.
9. SEWER PIPE SHALL BE PVC, HAVE N.S.F. SEAL OF APPROVAL, AND MEET ASTM D-3034, SDR 35.
10. SEWER MAINS SHALL BE PRESSURE AND LEAKAGE TESTED WITH 4 FEET OF HEAD UPSTREAM. ALLOWABLE LEAKAGE NOT TO EXCEED 200 GAL./IN. DIA./MILE OF PIPE/DAY.
11. EXFILTRATION FROM MANHOLES SHALL BE LIMITED TO 0.1 GALS./HR./VERTICAL FOOT.
12. DEFLECTION TEST OF AT LEAST 20% OF PLASTIC SEWER PIPE SHALL BE PERFORMED. SHORT TERM DEFLECTION IN EXCESS OF 5% SHALL BE CONSIDERED UNSERVICEABLE AND SHALL BE REPAIRED AND RETESTED.
13. IN AREAS WHERE THE GROUNDWATER IS AT PIPE SPRING LINE OR ABOVE INFILTRATION TESTS SHALL BE PERFORMED. ALLOWABLE INFILTRATION FOR SEWER MAINS NOT TO EXCEED 200 GAL./IN DIA/MILE OF PIPE/DAY. ALLOWABLE INFILTRATION FOR MANHOLES SHALL BE LIMITED TO 0.1 GALS/HR/VERTICAL FOOT.

NOTES:

1. THE METER BOXES SHALL CONFORM TO THE DIMENSIONS OF THE ABOVE DRAWING AND SHALL BE MADE OF PORTLAND CEMENT CONCRETE POURED AND TAMPED (OR VIBRATED) IN TRUE FORM.
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5. METER BOX LIDS SHALL BE CAST IRON AND FIT FLUSH WITH TOP OF BOX AND HAVE ADEQUATE BEARING ON SEAT. WHEN WATER METER BOXES ARE IN PAVED AREAS SUBJECT TO VEHICLE TRAFFIC, A TRAFFIC RATED LID WILL BE USED.

CONCRETE METER BOX FOR 1 1/2" AND 2" METERS

C.O.Y. NO. 5-153 NTS C 14

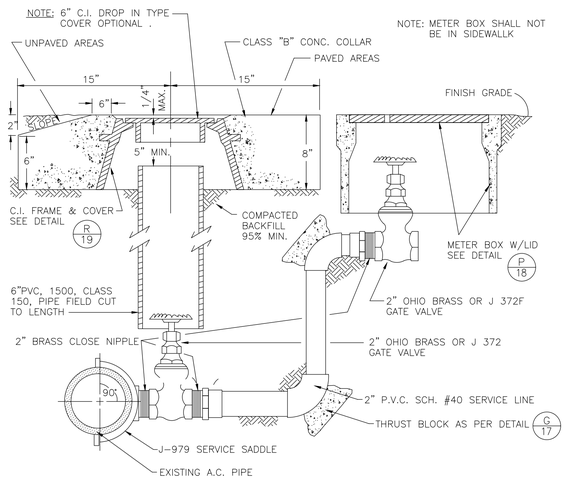


NOTE:
THIS DETAIL COVERS WATER VALVES 4" OR LARGER.

ALL BURIED IRON SURFACES SHALL BE WRAPPED WITH MIN. 10 MIL. POLYETHELENE. TIE DOWN RODS REQUIRED FOR PIPE LARGER THAN 8". CONCRETE NOT TO BE PLACED IN CONTACT WITH PIPE.

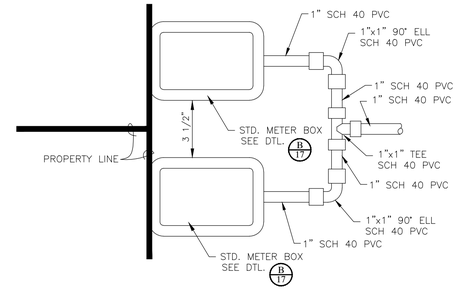
VALVE ANCHOR

C.O.Y. STD. NO. 5-110 D 14



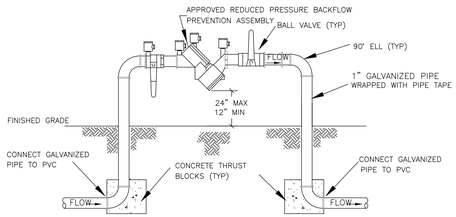
2" SERVICE INSTALLATION

NTS E 14



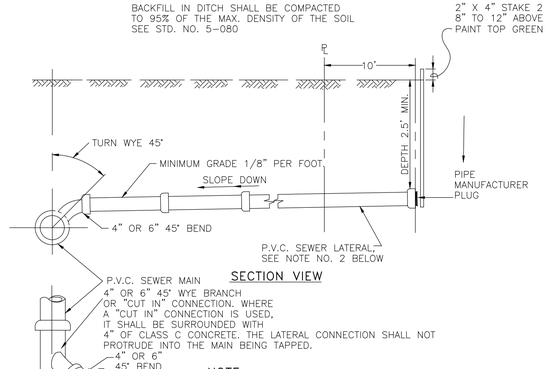
TYPICAL DUAL MANIFOLD STUB SERVICE

NTS F 14



REDUCED PRESSURE BACKFLOW ASSEMBLY

NTS G 14



NOTE:

1. WHERE CONDITION EXISTS THAT A LARGER LATERAL THAN 4" IS REQUIRED, THE SANITARY SEWER MAIN SHOULD BE CHECKED TO SEE IF IT HAS SUFFICIENT CAPACITY TO HANDLE THE ADDITIONAL FLOW FROM THE NEW SERVICE CONNECTION.
2. "AS BUILT" DRAWINGS SHALL BE SUBMITTED TO THE ENGINEERING DIVISION SHOWING EXACT LOCATIONS OF ALL HOUSE CONNECTIONS FROM THE NEAREST MANHOLE. TERMINATION POINT OF SEWER LATERAL SHALL BE ON THE PROPERTY LINE

SANITARY SEWER SERVICE DETAIL

C.O.Y. STD. NO. 5-020 NTS H 14

Registered Engineer 26644 NAJEH K. EDAIS Date Signed 08/04/16 ARIZONA, U.S.A.

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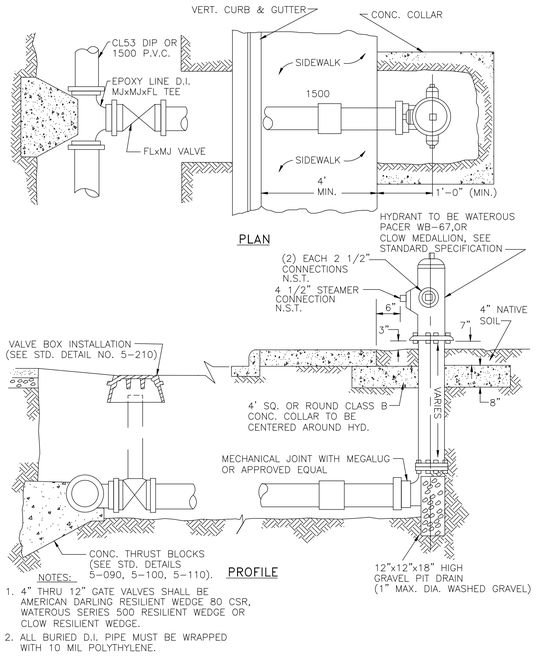
LAS QUINTAS DE SAN LUIS II SUBDIVISION

WATER & SEWER DETAILS

SCALE: AS SHOWN	DESIGNED BY: N.K.E.	CHECKED BY: N.K.E.	
DATE: JUL. 16	DRAWN BY: STAFF	JOB No. 14-015	

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SHEET 14

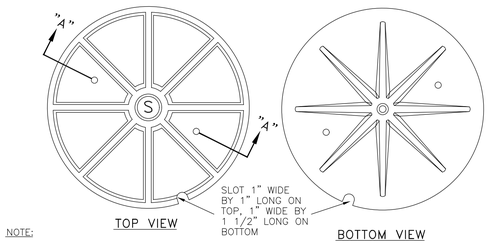


NOTES:

1. 4" THRU 12" GATE VALVES SHALL BE AMERICAN DARLING RESILIENT WEDGE 80 CSR, WATEROUS SERIES 500 RESILIENT WEDGE OR CLOW RESILIENT WEDGE.
2. ALL BURIED D.I. PIPE MUST BE WRAPPED WITH 10 MIL POLYTHYLENE.

FIRE HYDRANT DETAIL

C.O.Y. STD. NO. 5-120 — NTS — I / 15



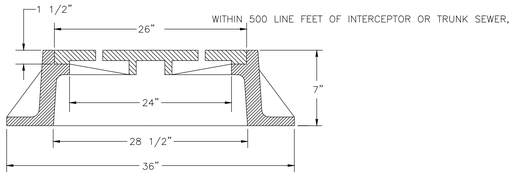
NOTE:

STANDARD MANHOLE COVERS SUCH AS NEENAH R-1642 OR EQUAL CAN BE USED WITH APPROVAL OF CITY ENGINEER.

SECTION OF FRAME

NOTE:

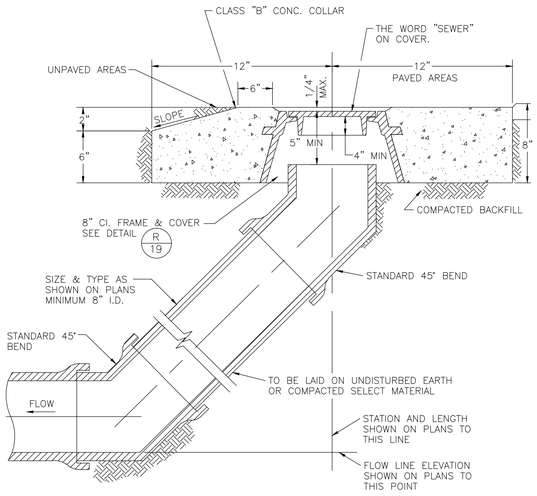
THE TOP OF THE COVER AND FRAME SHALL BE FLUSH, AND THERE SHALL BE 1/8" HORIZONTAL CLEARANCE ALL AROUND BETWEEN FRAME AND COVER. ALL COVERS TO HAVE THE LETTER "S". LETTERS TO BE RAISED 5/16" AND HEIGHT OF LETTERS NOT LESS THAN 2 1/2". COVER SHALL HAVE MIN. (2) 3/4" VENT HOLES EXCEPT THAT WHEN MANHOLES ARE WITHIN 500 LINE FEET OF INTERCEPTOR OR TRUNK SEWER, THERE WILL BE NOT VENT HOLES.



SECTION "A-A" (INCLUDING FRAME)

STANDARD MANHOLE COVER

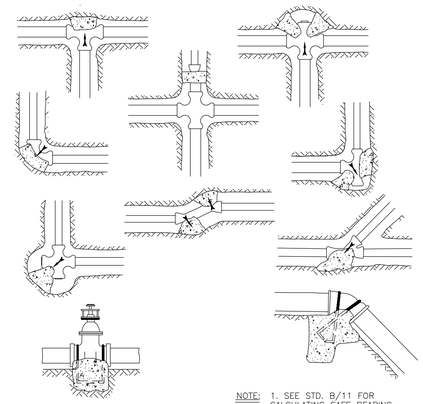
C.O.Y. STD. NO. 5-040 — NTS — K / 15

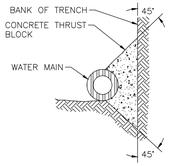


USE OF SANITARY SEWER CLEANOUT IN LIEU OF MANHOLE ONLY ALLOWED WITH APPROVAL OF YUMA COUNTY ENGINEER DIVISION

SANITARY SEWER CLEANOUT CLEANOUT

MOD. C.O.Y. STD. NO. 5-010 — NTS — M / 15





TYP. SECTION

NOTE:

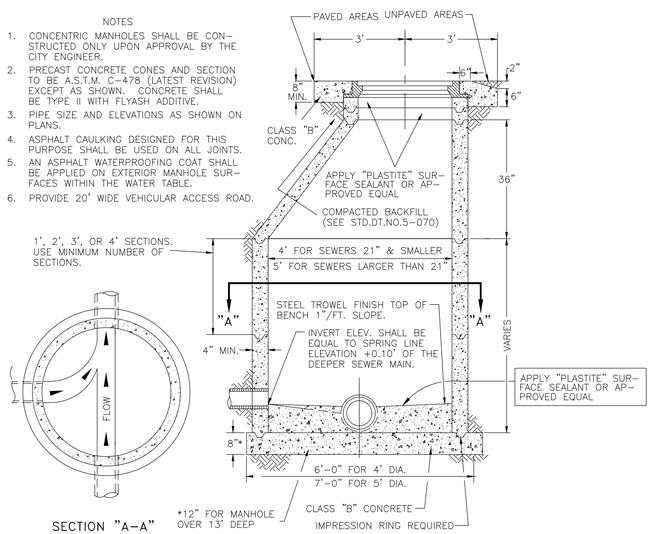
1. SEE STD. B/11 FOR CALCULATING SAFE BEARING AREAS.
2. ALL DUCTILE IRON FITTINGS AND FERROUS ACCESSORIES FOR DIRECT BURIAL SHALL BE WRAPPED WITH 10 MIL. MIN. THICKNESS POLYETHELENE WRAP.
3. FOR CONC. THRUST BLOCKS USE CLASS "B" CONCRETE
4. CONCRETE NOT TO BE PLACED IN CONTACT WITH PIPE

TYP. THRUST BLOCK INSTALLATION

MOD. C.O.Y. STD. NO. 5-100 — NTS — O / 15

NOTES

1. CONCENTRIC MANHOLES SHALL BE CONSTRUCTED ONLY UPON APPROVAL BY THE CITY ENGINEER.
2. PRECAST CONCRETE CONES AND SECTION TO BE A.S.T.M. C-478 (LATEST REVISION) EXCEPT AS SHOWN. CONCRETE SHALL BE TYPE II WITH FLYASH ADDITIVE.
3. PIPE SIZE AND ELEVATIONS AS SHOWN ON PLANS.
4. ASPHALT CAULKING DESIGNED FOR THIS PURPOSE SHALL BE USED ON ALL JOINTS.
5. AN ASPHALT WATERPROOFING COAT SHALL BE APPLIED ON EXTERIOR MANHOLE SURFACES WITHIN THE WATER TABLE.
6. PROVIDE 20' WIDE VEHICULAR ACCESS ROAD.

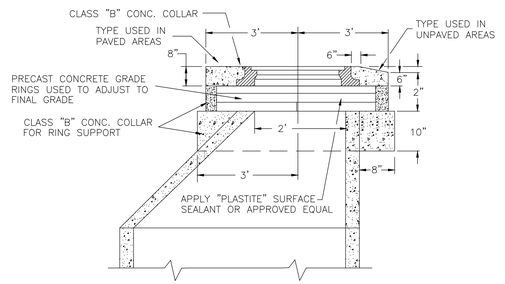


SECTION "A-A"

7. PRECAST CONCRETE MANHOLES SHALL HAVE A PVC T-LOCK LINER, SEALED GAS TIGHT AS MANUFACTURED BY AMERON OR APPROVED EQUIVALENT (SANITARY SEWERS ONLY).

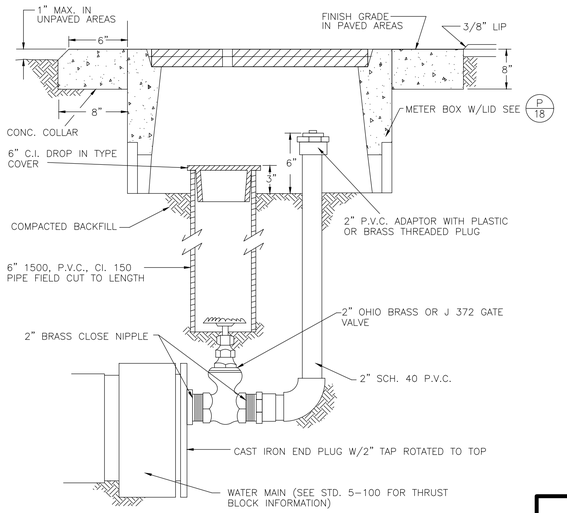
SANITARY SEWER MANHOLE

MOD. C.O.Y. STD. NO. 5-030 — NTS — J / 15



ADJUST MANHOLE TO FINAL GRADE

NTS — L / 15

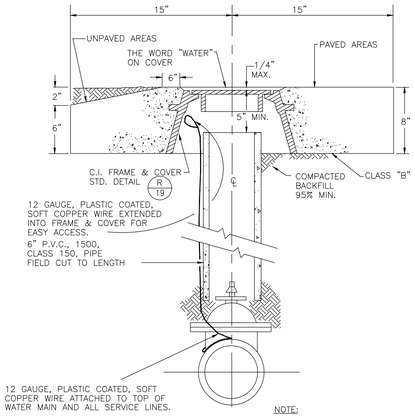


NOTE:

SEE APPROVED PLANS FOR DISTANCE BETWEEN TYPE "B" BLOWOFF & IN-LINE MAIN VALVE.

TEMPORARY BLOWOFF

NTS — N / 15



NOTE:

12 GAUGE COPPER WIRE TO BE EXTENDED INTO THE FRAME ON EACH IN-LINE MAIN VALVE.

VALVE BOX INSTALLATION

MOD. C.O.Y. STD. NO. 5-210 — NTS — P / 15

COPYING, REPRODUCTION, OR PUBLICATION OF THESE PLANS BY ANY METHOD, IN WHOLE OR IN PART IS PROHIBITED

Registered Engineering Professional 26844 NAJEH K. EDAIS Date Signed 06/30/16 ARIZONA, U.S.A.

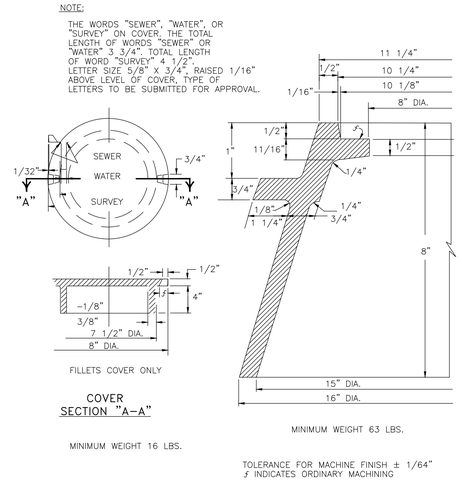
LAS QUINTAS DE SAN LUIS II SUBDIVISION

WATER & SEWER DETAILS

SCALE: AS SHOWN	DESIGNED BY: N.K.E.	CHECKED BY: N.K.E.
DATE: JUL. 16	DRAWN BY: STAFF	JOB No. 14-015

EDAIS Engineering, Inc.
PLANNING-CIVIL-SURVEYING-ARCHITECTURAL
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: EE@Edaisengineering.com

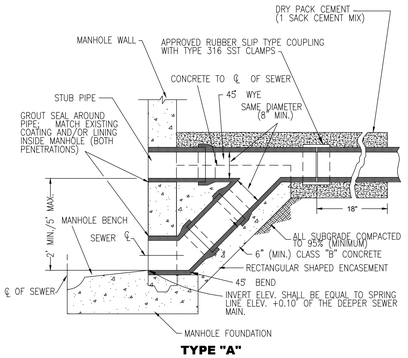
SHEET 15



8" C.I. FRAME AND COVER

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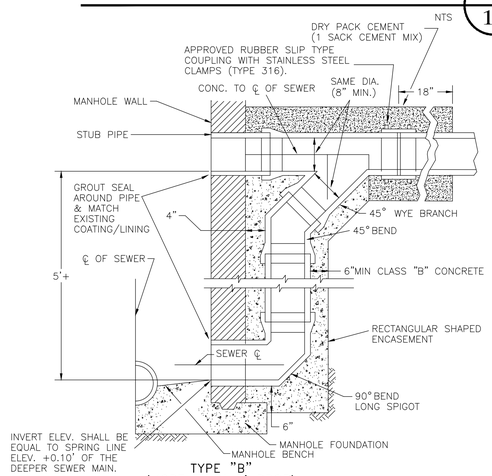
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TYPE "A"
2' (MIN.) TO 5' (MAX.) DROP

TYPE "A" DROP SEWER CONNECTION

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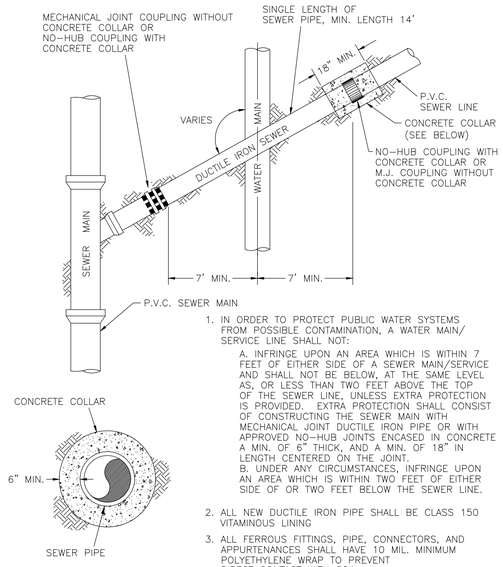


TYPE "B"
(MORE THAN 5' DROP)

TYPE "B" DROP SEWER CONNECTION

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NTS



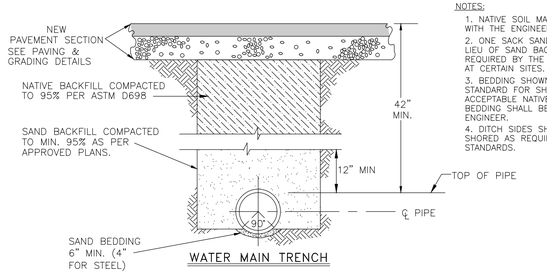
1. IN ORDER TO PROTECT PUBLIC WATER SYSTEMS FROM POSSIBLE CONTAMINATION, A WATER MAIN/ SERVICE LINE SHALL NOT:
   A. INFRINGE UPON AN AREA WHICH IS WITHIN 7 FEET OF EITHER SIDE OF A SEWER MAIN/SERVICE AND SHALL NOT BE BELOW, AT THE SAME LEVEL AS, OR LESS THAN TWO FEET ABOVE THE TOP OF THE SEWER LINE, UNLESS EXTRA PROTECTION IS PROVIDED. EXTRA PROTECTION SHALL CONSIST OF CONSTRUCTING THE SEWER MAIN WITH MECHANICAL JOINT DUCTILE IRON PIPE OR WITH APPROVED NO-HUB JOINTS ENCASED IN CONCRETE A MIN. OF 6" THICK, AND A MIN. OF 18" IN LENGTH CENTERED ON THE JOINT.
   B. UNDER ANY CIRCUMSTANCES, INFRINGE UPON AN AREA WHICH IS WITHIN TWO FEET OF EITHER SIDE OF OR TWO FEET BELOW THE SEWER LINE.
2. ALL NEW DUCTILE IRON PIPE SHALL BE CLASS 150 VITAMINOUS LINING
3. ALL FERROUS FITTINGS, PIPE, CONNECTORS, AND APPURTENANCES SHALL HAVE 10 MIL. MINIMUM POLYETHYLENE WRAP TO PREVENT DIRECT CONTACT WITH SOIL.

TYPICAL WATER AND SEWER CROSSINGS

C.O.Y. STD. NO. 5-060

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WATER MAIN TRENCH

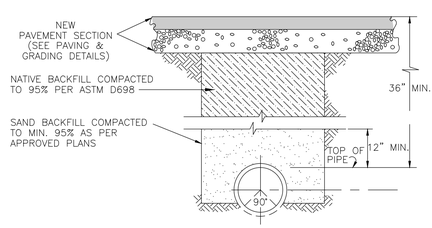
NOTES:
1. NATIVE SOIL MAY BE USED FOR BACKFILL WITH THE ENGINEER'S APPROVAL.
2. ONE SACK SAND SLURRY (A) MAY BE USED IN LIEU OF SAND BACKFILL AND (B) MAY BE REQUIRED BY THE ENGINEER AT CERTAIN SITES.
3. BEDDING SHOWN IS A MINIMUM STANDARD FOR SHALLOW TRENCHES AND ACCEPTABLE NATIVE BASE. EXACT TYPE OF BEDDING SHALL BE APPROVED BY THE ENGINEER.
4. DITCH SIDES SHALL BE SLOPED OR SHORED AS REQUIRED PER O.S.H.A. STANDARDS.

TYP. WATER MAIN TRENCH DETAIL

MOD. C.O.Y. STD. NO. 5-080

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SEWER MAIN TRENCH

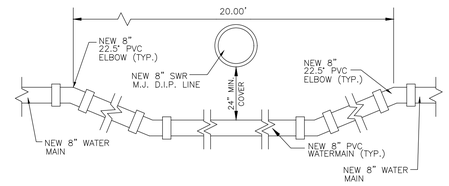
NOTES:
1. NATIVE SOIL MAY BE USED FOR BACKFILL WITH THE CITY ENGINEER'S APPROVAL.
2. ONE SACK SAND SLURRY (A) MAY BE USED IN LIEU OF SAND BACKFILL AND (B) MAY BE REQUIRED BY THE ENGINEER AT CERTAIN SITES.
3. BEDDING SHOWN IS A MINIMUM STANDARD FOR SHALLOW TRENCHES AND ACCEPTABLE NATIVE BASE. EXACT TYPE OF BEDDING SHALL BE APPROVED BY CITY ENGINEER.
4. DITCH SIDES SHALL BE SLOPED OR SHORED AS REQUIRED PER O.S.H.A. STANDARDS.

TYPICAL SEWER MAIN TRENCH BACKFILL

MOD. C.O.Y. STD. NO. 5-080

NTS

V
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LOWERING DETAIL OF EXISTING WATER MAIN

NTS

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GENERAL NOTES:

1. UNLESS HEREON REVISED, ALL CONSTRUCTION MATERIALS AND WORK MANSHIP WILL BE IN ACCORDANCE WITH YUMA COUNTY SPECIFICATIONS AND RECOMMENDED DETAILS AND SHALL, WHERE APPLICABLE, BE IN ACCORDANCE WITH ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS.
2. A MINIMUM OF SEVEN FEET SHALL BE MAINTAINED BETWEEN PARALLEL WATER AND SEWER LINES AND WATER AND SEWER SERVICE LINES.
3. SEWER MAINS AND SERVICES SHALL BE CLASS 50 CEMENT OR EPOXY LINED DUCTILE IRON PIPE FOR A DISTANCE OF 7' IN BOTH DIRECTIONS FROM A WATER MAIN OR SERVICE WHEN:
   A. SEWER MAIN OR SERVICE CROSSES LESS THAN 2' BELOW A WATERMAIN OR SERVICE;
   B. WATER MAIN OR SERVICE CROSSES BELOW A SEWER MAIN OR SERVICE. (A MINIMUM OF 24" SEPARATION SHALL BE MAINTAINED VERTICALLY BETWEEN WATER AND SEWER MAINS AND SERVICES).
4. FLANGE BOLTS SHALL BE PROTECTED BY 10 MIL POLYETHYLENE WRAP.
5. WATER MAINS AND VALVES SHALL BE FLUSHED AND DISINFECTED BY THE "GENERAL METHOD" DESCRIBED IN THE 1978 ARIZONA DEPARTMENT OF HEALTH SERVICES ENGINEERING BULLETIN NO. 8.
6. ENGINEERING PERSONNEL SHALL BE PRESENT WHEN WATER MAINS ARE BOTH FLUSHED AND PRESSURE TESTED.
7. ALL TEES, 90 DEGREE ELLS, BENDS, HYDRANTS AND DEAD END PLUGS SHALL BE THRUST BLOCKED WITH CAST-IN-PLACE CONCRETE.
8. NO STREET, WATER AND IMPROVEMENTS TO BE ACCEPTED BY FARWEST WATER & SEWER, INC. FOR MAINTENANCE UNTIL "AS-BUILT", CERTIFIED, REPRODUCIBLE PLANS ARE FILED WITH AND ACCEPTED BY FARWEST WATER & SEWER, INC. ENGINEER.
9. WATER LINES 4" OR LARGER SHALL BE PVC C900 DR 18 CLASS 150.
10. CONTRACTOR WILL PROVIDE THE ENGINEER WITH ALL COUNTY REQUIRED COMPACTION AND CONCRETE TESTS.
11. ALL WATER LINE INSTALLATION MUST MEET OR EXCEED STANDARDS ESTABLISHED IN ADHS BULLETIN NO. 10.
12. ALL PVC WATER DISTRIBUTION PIPES MUST BE APPROVED BY AND SHALL BEAR THE NSF SEAL FOR POTABLE WATER USE.
13. THE OWNER SHALL CONTACT A PROFESSIONAL ENGINEER TO PROVIDE DETAILED CONSTRUCTION INSPECTION SERVICES FOR THE PROPOSED PROJECT. UPON COMPLETION OF THE PROJECT, THE OWNER'S ENGINEER SHALL COMPLETE THE ADEQ "ENGINEER'S CERTIFICATE OF COMPLETION" DOCUMENTATION AND FORWARD SAME TO THE APPROPRIATE OWWOM REGIONAL OFFICE.
14. TYPES OF TAPPING SLEEVE REQUIRED:
   A. FOR SIZE ON SIZE TAP MUELLER TYPE M.J. ENDS REQUIRED.
   B. FOR SMALLER TAP SIZE THAN THE MAIN SIZE, ONE OF THREE TYPES MAY BE USED:
      A. CLOW "O" RING TYPE.
      B. RICH "O" RING TYPE.
      C. MUELLER M.J. TYPE.
   C. MINIMUM TAPPING SLEEVE LENGTH - 18".
15. ACCEPTABLE VALVE LIST:
   ALL VALVES 12" AND UNDER ARE TO BE RESILIENT WEDGE GATE VALVES. THE FOLLOWING VALVES WILL BE ACCEPTED:
   WATEROUS SERIES 500 RESILIENT
   CLOW RESILIENT WEDGE
   AMERICAN DARLING 80 CSR RESILIENT WEDGE.
16. ALL PIPES, FITTINGS, VALVES, COATINGS, ETC. SHALL CONFORM TO NSF STANDARD 61.
17. IF DEAD ENDS ON WATER MAINS CANNOT BE AVOIDED, THEY MUST HAVE BLOW-OFF VALVES (MIN. DIA. 2")

Najeh K. Edais

Registered Engineer
No. 26844
NAJEH K. EDAIS
Date Signed 08/04/16
ARIZONA, U.S.A.

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LAS QUINTAS DE SAN LUIS II SUBDIVISION

WATER & SEWER DETAILS

SCALE: AS SHOWN	DESIGNED BY: N.K.E.	CHECKED BY: N.K.E.	
DATE: JUL. 16	DRAWN BY: STAFF	JOB No. 14-015	

EDAIS Engineering, Inc.
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(928) 344-3566 FAX (928) 341-1075
EMAIL: EE@Edaisengineering.com

SHEET
16

March 3, 2016

REZONING CASE NUMBER: 2016-065

CASE SUMMARY: A request by Edais Engineering, Inc., on behalf of (Nieves Riedel) Riedel Construction, Inc., owner, to rezone 27.58 acres, more or less, form Rural Area Residential (RA-10) to Medium Density Residential (R1-6) zoning district. Assessor parcel ID # 776-11-001 and Assessor parcel ID #776-03-003 located South of County 22nd Street between the Main Canal and Las Quintas Subdivision. The purpose of the zone change is to allow for the building of a future subdivision to be called Las Quintas de San Luis II.

A Citizen Review Meeting has been scheduled on the 5th day of April, 2016 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona, in order to give interested parties an opportunity to meet with the applicant to have questions answered and express any issues or concerns prior to any public hearing.

PUBLIC HEARING: April 12, 2016

COMMENTS DUE: March 21, 2016

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information please contact me at 341-8563, extension 2012, or at Jstarkey@cityofsanluis.org

Thank you,

John Starkey
Zoning Administrator
Attachment: Location Map, Picture of Project Area and Site Plan

Enter Comments *below*:
1' Non-Access Easement needs to be added to lots 1-12 & 45 - 67 including Tract "A" to the side adjacent to the East Main Canal rights-of-way. Also, Masonry fencing should be added to separate between the canal and the development, no gates allowed.

Please, provide a full set of plans for further review.

Date:3/7/16
Agency: Yuma County Water Users' Association
Phone: 928-627-8824
Return to: Jstarkey@cityofsanluis.org