



NOTICE OF REGULAR COUNCIL MEETING

In accordance with §38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 7:00 p.m., Wednesday, February 13, 2019. 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, 13 de Febrero del 2019. 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 que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, 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, Actuaría de la Ciudad



AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
February 13, 2019
7:00 p.m.

PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION. THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS; IF AUTHORIZED BY LAW AND BY A MAJORITY VOTE OF A QUORUM OF CITY COUNCIL MEMBERS PRESENT, AN EXECUTIVE SESSION WILL BE HELD IMMEDIATELY FOLLOWING THE VOTE IN ACCORDANCE WITH A.R.S. §38-431.03(A) AND THE MEETING WILL BE TEMPORARILY RECESSED WHILE THE CITY COUNCIL RETIRES TO EXECUTIVE SESSION WHICH WILL NOT BE OPEN TO THE PUBLIC.

1. **CALL TO ORDER/ROLL CALL 7:02 P.M.**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **OATH & SWEARING-IN CEREMONIES** **Presentation Done**
 - Oath & Swearing-In of office for appointed Chief of Police Richard Jessup
 - Oath & Swearing-In of office for appointed Fire Chief Angel Ramirez

 - Oath and Swearing-In ceremonies to be officiated by the Honorable Nohemy Echavarria, San Luis Municipal Court
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** **Approved**
 - Special Council meeting held January 16, 2019
 - Regular Council meeting held January 23, 2019
5. B. **DISBURSEMENTS FROM JANUARY 17, 2019 THROUGH JANUARY 31, 2019.** **Approved**

Total Disbursements \$1,048,125.85
(One Million, Forty-Eight Thousand, One Hundred Twenty-Five Dollars and Eighty-Five Cents)

5. C. Discussion and possible action on any all matters regarding payment to Yuma County Recorder's Office, Voter Services Division. **(Sonia Cornelio, City Clerk)** **Approved**
5. D. Discussion and possible action on any and all matters regarding a contract with James Davey and Associates, Inc. to provide design and engineering services for Rancho Los Oros Improvements. **(Jenny Torres, Economic Development Manager)** **Approved**
5. E. Discussion and possible action on any and all matters regarding an Independent Contractor Agreement with Nazzer O. Mendez to provide professional services for the 4FrontED Binational Region. **(Jenny Torres, Economic Development Manager)** **Approved**
5. F. Discussion and possible action on any and all matters regarding Resolution No. 2063. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into the 4FrontED Binational Program through an amended and restated intergovernmental agreement with the Town of Wellton, the cities of Somerton and Yuma, and Yuma County for the continued support of economic development of the greater Yuma region. **(Jenny Torres, Economic Development Manager)** **Approved**
6. **DISCUSSION AND POSSIBLE ACTION ITEMS:**
6. A. Discussion and possible action on any and all matters regarding the purchase of two (2) 2019 Ford F150 Crew Cab 4x2 trucks and one (1) 2019 Ford F250 4x2 Crew Cab service truck for the Public Works Department, Wastewater Division. **(Manuel Rojas, Assistant Director of Public Works)** **Approved**
6. B. Discussion and possible action on any and all matters regarding a new filtration system for the San Luis Municipal Pool. **(Lizandro Galaviz, Director of Parks and Recreation)** **Approved**
6. C. Public Hearing followed by discussion and possible action on any and all matters regarding recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Ms. Lauren Kay Merrett on behalf of Chevron Self-Serve #26 located at 1661 N. Main Street, San Luis, Arizona. **(Sonia Cornelio, City Clerk)** **Approved**
- A. Open public hearing
1. Staff and/or applicant presentation
 2. Call to the public on this item
- B. Close public hearing
- C. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Chevron Self-Serve #26.
6. D. Discussion and possible action on any and all matters regarding the adoption of Resolution No. 2064. A resolution of the Mayor and City Council of San Luis, Arizona to receive funding for equipment by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Number 180436-02, Operation Stonegarden Grant Program Award - Equipment between the State of Arizona through the Arizona

Department of Homeland Security and the City of San Luis, Arizona through the San Luis Police Department. **(Richard Jessup, Chief of Police)**

- 6. E.** Discussion and possible action on any and all matters regarding the adoption of Resolution No. 2065. A resolution of the Mayor and City Council of San Luis, Arizona to receive funding for overtime and mileage by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Number 180436-01, Operation Stonegarden Grant Program Award - Overtime and Mileage between the State of Arizona through the Arizona Department of Homeland Security and the City of San Luis, Arizona through the San Luis Police Department. **(Richard Jessup, Chief of Police)** **Continued to the Next Scheduled Meeting**
- 6. F.** Discussion and possible direction to staff on any and all matters regarding Ordinance No. 388. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code Chapter 94, Parks and Recreation, by adding sections 94.30 through 94.37 relating to camping on public property; repealing any conflicting provisions; providing for severability; and providing provisions for penalty. **(Kay Marion Macuil, City Attorney)** **Approved**
- A. Motion to approve Ordinance No. 388 by title only
(City Clerk to read Ordinance No. 388 by title only)
- B. Action on Ordinance No. 388.
- 7. SUMMARY OF CURRENT EVENTS** **Informational Update**
Events by Mayor, Council Members and/or City Manager pursuant to A.R.S. §38-431.02 (K).
- 8. CALL TO THE PUBLIC** **No Legal Action Permitted**
This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01 (H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.
- 9. ADJOURNMENT 8:12 P.M.**



PRESENTATION

Regular City Council Meeting

4.

Meeting Date: 02/13/2019

Presentation Topic/Summary:

OATH & SWEARING-IN CEREMONIES

- Oath & Swearing-In of office for appointed Chief of Police Richard Jessup
- Oath & Swearing-In of office for appointed Fire Chief Angel Ramirez

Oath and Swearing-In ceremonies to be officiated by the Honorable Nohemy Echavarria, San Luis Municipal Court



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.A.

Meeting Date: 02/13/2019

Summary

MINUTES OF

- Special Council meeting held January 16, 2019
 - Regular Council meeting held January 23, 2019
-

Attachments

1/16/2019 SCM

1/23/2019 RCM

MINUTES
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
January 16, 2019
6:30 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Special City Council meeting to order at approximately 6:32 p.m.

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

OTHERS PRESENT: Tadeo De La Hoya, City Manager
Sonia Cornelio, City Clerk
Alan Guevara, Police Sergeant
Aldo Garcia, Firefighter
Alex Urzua, Firefighter
Angel Ramirez, Fire Chief
Aracely De La Hoya, Senior Services Manager
Arturo Coronado, Firefighter
Carlos Cortes, Assistant Director of Finance
Cesar Mora, Fire Captain
Derek Dueñas, I.T. Manager
Edgar Castro, Firefighter
Emmanuel Aldama, K9 Police Officer
Emmanuel Flores, Firefighter
Ernesto Cardenas, K9 Police Officer
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer/Assistant to City Council
Gabriela Guevara, Police Communication Officer
Glenn Gimbut, Assistant City Attorney
Hazel Perez, Police Officer
Isidro Lopez, Firefighter

Javier Gonzalez, Firefighter
Jenny Torres, Economic Development Manager
Jorge Mungaray, I.T Technician
Jose Zaragoza, Police Officer
Kay Macuil, City Attorney
Lino Valencia, Police Officer
Lizandro Galaviz, Director of Parks & Recreation
Luis Cebreros, Firefighter
Marco Santana, Police Lieutenant
Mario Elizarraras, Firefighter
Monica Castro, Director of Finance
Monica Ruiz, Police Communications Supervisor
Noel Chavez, Firefighter
Ralph Velez, Consultant
Ramses Curiel, Police Officer
Ricardo Navarro, Firefighter
Ric Bauermann, Fire Department
Richard Jessup, Chief of Police
Socorro Ayala, Police Records Clerk
Cesar Neyoy, Reporter
Lucy Lopez, Reporter
Luz Hoyos, Interpreter

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Matias Rosales.

3. DISCUSSION AND POSSIBLE ACTION ITEM:

3. A. Discussion and possible action on any and all matters regarding Order No. 2019-1. An order of the Mayor and City Council of the City of San Luis, Arizona, ordering and calling a special election to be held in and for the City of San Luis, Arizona on May 21, 2019, to submit to the qualified electors of San Luis the question of the proposed amount to be raised by primary (ad valorem) property taxes. (Sonia Cornelio, City Clerk and Kay Marion Macuil, City Attorney)

Mr. Mark Reader, Stifel Managing Director, explained that he had been before the City Council previously regarding the consideration of a possible primary property tax election. He presented a brief overview of what has been discussed in the past and some reminder slides such as Slide No. 5 Limited Assessed Property Value History and

added that the City of San Luis is a growing city and referred to the tax based and has been growing the last two (2) years at approximately 7%, think the expectations as long as the economy doesn't go into some form of a recession, the growth will continue. Previously it has been discussed levying a primary property tax that would generate about \$1.350 million per year. Slide No. 6 Tax Levy Estimate Sample Scenarios – the city is projecting the primary tax rate to be \$1.80 per \$100.00 of assessed value which will be approximately \$1.350 million annually that will be adjusted each year based on growth and the city's tax based. According to this, the average residential home owner would be \$11.98 per month on a county value home of \$80,000.00 assuming this election passes in May. Slide No. 8 showed the primary rates in other sample cities (FY18-19) based on what other cities are paying to fund operations. Mr. Reader explained the slide that indicates how the moneys will be used and approximately half a million dollars for additional operating funds for the city's police, fire and parks' budgets for operating purposes. Then the thought would be to use \$800,000.00 of the annual levy to issue some bonds to fund capital improvement projects in the community such as parks improvements of \$2.3 million, eastside public safety complex for police and fire for \$8.2 million and public infrastructure including roads for \$1.3 million. Slide 10 illustrated based on a \$12 million bond issue to fund the projects mentioned and the amortization concept estimate for the next 25 years which is filed with the complete agenda packet at the City Clerk's Office; if the election passes then the city moves forward with these projects.

Council Member Matias Rosales asked/requested that San Luis be added to page 8 of the slide show for the record so that when someone looks at it they would understand where San Luis is coming from. Also the agenda item states that the city is raising a tax but it is actually implementing a tax as San Luis does not currently have a property tax.

Mayor Gerardo Sanchez stated that it is never easy, and is calling all previous City of San Luis mayors on this one. Every previous Council decided not to tackle this, instead they tackled a sales tax. The City of San Luis has almost the highest sales taxes in the state...it is cheaper to go buy a tv in Foothills than it is here at Walmart. The City of San Luis has been growing and faster than Somerton and Yuma, homes are built but the business base is not growing. He has noticed that due to all that is going on at the port of entry, there is less traffic and pedestrians, therefore people are buying less and the city gets impacted with the sales tax which will be noticeable in a couple of months. The community is in need of parks, police officers, firefighters...the City of San Luis is not getting more money from the state. The city can work for the next two (2) years but it will reach a point where the city is going to start cutting down what is being offered. The San Luis Parks & Recreation Department offers more programs than any other city in Yuma County. Currently there are only four (4) police officers in the mornings and

that is not enough. The amount of traffic will grow and most of the police officers will be doing traffic duty and that worries him. Mayor Gerardo Sanchez clarified that it is not the City of San Luis approving property taxes; the voters will, it will be their decision. This City Council is giving voters an option that previous Councils never did.

Council Member Jose Ponce said that the city should emphasize that they are not raising property taxes but implementing property taxes. Mayor Gerardo Sanchez responded that the City Council is not voting yes or no on the property tax, voters will.

Vice Mayor Maria Cecilia Ramos mentioned that this is an important and tough subject, but when they hear the citizens of San Luis wanting more parks, police patrolling in the new areas, new subdivisions...everybody wants, wants, but with the current city's budget, how can the wants be supplied? If the voters do approve this, it will better the community.

Mayor Gerardo Sanchez added that he has talked to several residents and asked them what they think about this and they have responded that they already pay property taxes to the county. When that money is paid only a small percentage comes back to the City of San Luis. Residents are being taxed but all that money goes somewhere else, it does not stay in the community. The \$11.98 a month will help the city to get the proper equipment, training, facilities for fire and police and sport complex, but again it will be up to the voters as they will decide.

MOTION: Council Member Africa Luna-Carrasco/Council Member Jose Ponce to adopt Order No. 2019-1. Motion passed unanimously.

4. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to adjourn the Special City Council meeting at approximately 6:50 p.m. Motion passed unanimously.

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
January 23, 2019
7:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:03 p.m.

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

ABSENT: Council Member Gloria Torres

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Fire Chief
Angelica Castro, Contracts & Grants Coordinator
Angelica Cifuentes, Purchasing Coordinator
Aracely de la Hoya, Senior Services Manager
Dania Castillo, Economic Development Assistant
Elizabeth Garcia-Bonilla, Administrative Coordinator
Eulogio Vera, Director of Public Works
Fausto Gonzalez, Training and Programs Coordinator
Francia Alonso, Acting PIO/Assistant to Council
Glenn Gimbut, Assistant City Attorney
Jenny Torres, Economic Development Manager
Jesus Meza, Assistant Director of Parks & Recreation
Joaquin Campa, Building Official
Jonathan Dumadag, Senior IT Technician
Jorge Perez, Billing & Collections Manager
Jose Guzman, Director of Planning & Zoning
Lizandro Galaviz, Director of Parks & Recreation
Manuel Rojas, Assistant Director of Public Works
Maria Muñoz, Benefits Coordinator
Maria Sabori, Risk Management
Marco Santana, Lieutenant
Margarita Dominguez, Accounting Specialist

Olivia Jenkins, Human Resources Manager
Ric Bauermann, Fire Inspector
Roula Encinas, Accountant
Christian Cuevas, Simultaneous Interpreter
Maria Robles, Resident
Gary Black, Comite de Bien Estar

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Mario Buchanan Jr.

3. INVOCATION

The Invocation was led by Mrs. Aracely de la Hoya, Senior Services Manager.

4. PRESENTATION

4. A. Presentation of retirement plaque to Ms. Olivia Jenkins for her 34 years of service to the City of San Luis. (Tadeo A. de la Hoya, City Manager)

Mr. Fausto Gonzalez, HR Training Coordinator, gave a brief introduction and employment history of Ms. Jenkins.

Mayor Gerardo Sanchez congratulated and presented Ms. Jenkins a retirement recognition plaque for her 34 years of service.

Ms. Jenkins thanked Mr. Gonzalez for the introduction; she also thanked Mayor and Council for giving her the opportunity to serve her community and the City of San Luis for 34 years. She also thanked her family for giving her the support.

Members of Council also congratulated Ms. Jenkins for her years of service and dedication to the City of San Luis.

5. CONSENT AGENDA

5. A. MINUTES OF

-Regular Council meeting held January 9, 2019

5. B. DISBURSEMENTS FROM JANUARY 1, 2019 THROUGH JANUARY 11, 2019

Total Disbursements \$496,620.58

(Four Hundred Ninety-Six Thousand, Six Hundred Twenty Dollars and Fifty-Eight Cents)

MOTION: Council Member Matias Rosales/Council Member Jose Ponce to approve the Consent Agenda as presented. Motion passed unanimously.

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding authorization to award a construction contract to Taylor Engineering, PLLC for East Mesa Water Lines Project. (Eulogio Vera, Public Works Director)

Mr. Eulogio Vera, Director of Public Works, informed that for several years the city has been wanting to add waterlines to the east of San Luis to improve the water distribution system. He stated that project has been designed and it was added to the current fiscal year budget. He informed that staff went out to bid and is recommending awarding the bid to the lowest most responsible bidder, which is Taylor Engineering, Inc. for \$363,777.00. He informed that these new lines will be installed along County 23rd Street, Avenue E and Avenue D.

MOTION: Council Member Jose Ponce/Council Member Africa Luna-Carrasco to approve the awarding of the contract to Taylor Engineering, PLLC for \$363,777.00 as presented. Motion passed unanimously.

6. B. Discussion and possible action on any and all matters regarding the purchase of a new Emergency Incident Command Vehicle. (Angel Ramirez, Fire Chief)

Mr. Angel Ramirez, Fire Chief, informed that the need for a new emergency incident command/battalion vehicle is an urgent necessity for the fire station. He stated that this vehicle will have the capacity to carry heavy machinery tools that is highly needed on a fire and/or EMS scene. He informed that Emergency Vehicle Group (EVG) has been the maker of the all the ambulances owned by the department for this reason staff is recommending purchasing the vehicle from them. EVG provided a quote for a fully equipped 2019 Chevy Tahoe in the amount of \$69,508.00 plus tax, which will be calculated at 5.4%, this will give a total of \$73,262.00. Mr. Ramirez informed that the department budgeted \$71,000.00 for the purchase of this vehicle, therefore, the shortage is \$2,262.00. He added that staff is asking authorization to utilize funding from fire impact fees to cover the full cost of the vehicle. He asked that the procurement code be waved as allowed in the procurement code section

36.01 (H) and also asked for approval to release fire impact fees for the purchase of this vehicle.

MOTION: Council Member Africa Luna-Carrasco/Council Member Jose Ponce to approve the purchase of the incident command vehicle as presented in an amount not to exceed \$74,000.00 and approve the use of fire impact fees as allowed by law. Motion passed unanimously.

6. C. Discussion and possible action on any and all matters regarding Order No. 2019-2. An order of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an Intergovernmental Agreement with Yuma County, Arizona for the provision of election services for fiscal years 2019-2024. (Sonia Cornelio, City Clerk)

Ms. Sonia Cornelio, City Clerk, informed that the city participates in consolidated elections and wishes to enter into an agreement with the Yuma County Elections Department and the Recorder's Office. She added that the term of the agreement is for five (5) years and informed that the current agreement expires on April 17, 2019.

MOTION: Council Member Jose Ponce/Council Member Africa Luna-Carrasco to approve Order No. 2019-2. Motion passed unanimously.

6. D. Discussion and possible action on any and all matters regarding Resolution No. 2061. A resolution of the Mayor and City Council of the City of San Luis, Arizona, adopting the City of San Luis Industrial Economic Development Incentive Policy. (Jenny Torres, Economic Development Manager)

Ms. Jenny Torres, Economic Development Manager, mentioned that last time this item was reviewed, it was requested to separate the commercial and industrial incentive policy. She informed that staff has put together the Industrial Policy, review was made by different people and entities including developers. She stated after the review the policy is ready for approval.

Mayor Gerardo Sanchez asked what were the changes made after the last time this policy was reviewed.

Ms. Torres replied that staff removed the commercial policy, but some commercial was left as the light industrial zoning ordinance includes commercial to be in conformance with the policy, but it was clarified that this policy is only for industrial companies.

Council Member Jose Ponce asked where the funds are coming from.

Ms. Torres informed that this is something that staff budgeted for and funds were put aside for this specific program. She stated that this will help with the recruitment of businesses, this will be an economic development tool that will enhance the efforts of bringing more businesses to the city.

Mayor Gerardo Sanchez informed that this is the first policy adopted by the city, that will offer office incentives to companies interested in locating in the community. He stated that this is a tool that will help be competitive with other cities. He thanked the Economic Development Department for the great job done.

MOTION: Council Member Matias Rosales/Council Member Jose Ponce to approve Resolution No. 2061. Motion passed unanimously.

6. E. Discussion and possible action on any and all matters regarding Resolution No. 2062. A resolution of the Mayor and City Council of the City of San Luis, Arizona amending Section HR-4-03(A) of the City of San Luis Personnel Policies relating to Holidays adding a holiday to honor Cesar Chavez and promote community service. (Tadeo A. De La Hoya, City Manager)

Ms. Francia Alonso, Acting PIO/Assistant to Council, informed that this resolution is to amend the Personnel Policies relating to holidays. This will include Cesar Chavez Day as an official holiday for the City of San Luis. The official holiday will be March 31 starting this current year.

Vice-Mayor Maria Cecilia Ramos thanked the committee for working together and for the event that will be put together to commemorate Cesar Chavez legacy.

MOTION: Council Member Africa Luna-Carrasco/Vice-Mayor Maria Cecilia Ramos to approve Resolution No. 2062. Motion passed unanimously.

6. F. Discussion and possible action on any and all matters regarding appointment and/or re-appointment of three (3) City of San Luis residents to serve on the City of San Luis Planning and Zoning Commission. (Jose A. Guzman, Director of Planning and Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, informed that the Planning & Zoning Commission has three (3) vacancies. One vacancy has been done by the resignation of Mr. Jose Ponce, as he was elected as Council Member for the city, this term would have expired

on January 31, 2020. The other two (2) vacancies expires on January 31, 2019, these are for Guillermina Fuentes and Daniel Bazua. They both expressed their interest in continuing to serve in the Planning & Zoning Commission. Furthermore, he informed that staff received two new applications one from Concepcion R. Ulloa and the other from Joselyn Medina.

MOTION: Council Member Jose Ponce/Council Member Africa Luna-Carrasco to appoint Concepcion R. Ulloa as Planning & Zoning Commissioner, to fill the vacancy created by Jose A. Ponce, which term expires on January 31, 2020. Motion passed with 5 ayes and 1 nay by Vice-Mayor Maria Cecilia Ramos.

MOTION: Vice-Mayor Maria Cecilia Ramos/Council Member Africa Luna-Carrasco to appoint Guillermina Fuentes to the Planning & Zoning Commission with term expiration of January 31, 2023. Motion passed unanimously.

MOTION: Vice-Mayor Maria Cecilia Ramos/Council Member Jose Ponce to appoint Daniel Bazua to the Planning & Zoning Commission with term expiration of January 31, 2023. Motion passed unanimously.

6. G. Discussion and possible action on any and all matters regarding Subdivision Case No. 2018-0633F. A request by Vega and Vega Engineering PLC on behalf of Comite de Bienestar Inc., property owner, for the final plat approval for Bienestar Estates 9C Subdivision to be located at 3415 E. Janet Napolitano Boulevard, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, informed that the property is located in the center of Bienestar Estates 9B Subdivision. The proposed project is to develop the land as single-family residential subdivision, the total lots are 16 with a minimum size of 6,000 square feet. He mentioned that the Planning & Zoning Commission reviewed this project on January 8, 2019, and they recommended approval with the condition that the engineer addressed some of the comments which are attached to the agenda item review form.

Mayor Gerardo Sanchez asked if the developer agreed or objected with the comments addressed.

Mr. Guzman informed that a letter was sent to the developer with the three (3) comments in which one of the comments was already addressed, and he agreed to the other two (2) comments. He added that an email was forwarded to the department.

MOTION: Council Member Jose Ponce/Council Member Africa Luna-Carrasco to approve the final plat subject to the conditions from staff. Motion passed unanimously.

6. H. Public hearing followed by discussion and possible action on any and all matters regarding Minor General Plan Amendment Case No. 2018-0682 and Resolution No. 2063. A resolution of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis 2020 General Plan to change the Land Use Designation of 18.74 acres of land, located on the southeast corner of Avenue E 1/2 and County 24th Street, from Business to Neighborhood. (Jose A. Guzman, Director of Planning and Zoning)

A. Open public hearing

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

1. Staff presentation

Mr. Jose A. Guzman, Director of Planning & Zoning, informed that this request is to change the land use designation of 18.74 acres of land located on the southeast corner of Avenue E ½ and County 24th Street from Business to Neighborhood. He added that the reason for the Minor Amendment is that the applicant applied for a rezoning of the property, but the proposed property is not compatible with the general plan. He mentioned that the zoning is to change from Light Industrial (L-1) to Medium Density Residential (R-1-6). Furthermore, he informed that the rezoning is to develop Belleza Del Desierto Subdivision Phase 1.

Mr. Vianey Vega, Vega & Vega Engineering PLC, informed that the developer has developed an industrial park on the east side of the proposed project. The industrial park has not been successful; the developer has seen the high demand of residential areas then it decided to dedicate a parcel for residential development.

2. Call to the Public on this item

Mr. Glenn Gimbut, 1534 9th Avenue, San Luis, AZ, informed that the area of the proposed rezoning is the area where the medical mall will be located. He stated that houses next to medical facilities are compatible, and they are not compatible with industrial. For this reason the request of the rezoning is appropriate.

B. Close public hearing

MOTION: Council Member Mario Buchanan Jr. /Vice Mayor Maria Cecilia Ramos to close the public hearing. Motion passed unanimously.

C. Action on Resolution No. 2063

MOTION: Council Member Matias Rosales/Vice-Mayor Maria Cecilia Ramos to approve Resolution No. 2063. Motion passed unanimously.

6. I. Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2018-0683 and Ordinance No. 387. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the official zoning map of the City of San Luis by changing the zoning classification of 18.74 acres from Light Industrial (L-I) to Medium Density Residential (R1-6) for property located on the southeast corner of Avenue E 1/2 and County 24th Street; Repealing any conflicting provisions; and providing for severability. (Jose A. Guzman, Director of Planning and Zoning)

A. Open public hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Jose Ponce to open the public hearing. Motion passed unanimously.

1. Staff presentation

Mr. Jose A. Guzman, Director of Planning & Zoning, informed that this item is related to Resolution No. 2063, to change the zoning of the property from Light Industrial (L-I) to Medium Density Residential (R-1-6).

2. Call to the Public on this item

There were no comments from members of the public.

B. Close public hearing

MOTION: Vice-Mayor Maria Cecilia Ramos/Council Member Mario Buchanan Jr. to close the public hearing. Motion passed unanimously.

C. Approval of Reading of Ordinance No. 387 by title only

MOTION: Vice-Mayor Maria Cecilia Ramos/Council Member Africa Luna-Carrasco to approve reading of Ordinance No. 387 by title only. Motion passed unanimously.

Ms. Sonia Cornelio, City Clerk, read Ordinance No. 387 by title only.

D. Action on Ordinance No. 387

MOTION: Council Member Africa Luna-Carrasco/Council Member Jose Ponce to approve Ordinance No. 387. Motion passed unanimously.

7. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez informed that he met with Senator Martha McSally and other mayors. He mentioned that she visited the port of entry to see the situation herself. He informed that during their meeting several issues were discussed, such as investing in a new port and border wait times.

Vice-Mayor Maria Cecilia Ramos informed that Proverbs 31 Home is officially a non-profit.

8. CALL TO THE PUBLIC

There were no comments from member of the public.

9. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to adjourn the Regular Council meeting at approximately 7:56 p.m. Motion passed unanimously.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.B.

Meeting Date: 02/13/2019

Summary

DISBURSEMENTS FROM JANUARY 17, 2019 THROUGH JANUARY 31, 2019.

Total Disbursements \$1,048,125.85

(One Million, Forty-Eight Thousand, One Hundred Twenty-Five Dollars and Eighty-Five Cents)

Attachments

Disbursements



City of San Luis

Finance Department

RECEIVED

2019 FEB -7 A 7:50

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

COUNCIL MEETING FEBRUARY 13, 2019
Disbursement Reports from 1/17/2019 to 1/31/2019

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	1/17/2019	\$ 435,112.42	Schedule A
Payroll Check Account	1/23/2019	\$ 299,566.16	Schedule B
Accounts Payable Check Account	1/24/2019	\$ 50,905.60	Schedule C
Accounts Payable Check Account	1/31/2019	\$ 262,541.67	Schedule D

Total Disbursements: \$ 1,048,125.85

Please contact Ms. Monica Castro prior to the meeting if additional information is needed.

Prepared by Angelica V. Castro: Angelica V. Castro

Verified by Director of Finance: Monica Castro

For Council approval on: _____

Mayor: _____

Council: _____

Payment Register

From Payment Date: 1/14/2019 - To Payment Date: 1/17/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		122	\$435,112.42	\$0.00
<hr/>									
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	122	\$435,112.42	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	122	\$435,112.42	\$0.00	
<hr/>									
		Checks			Status	Count	Transaction Amount	Reconciled Amount	
					Open	122	\$435,112.42	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	122	\$435,112.42	\$0.00	
<hr/>									
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	122	\$435,112.42	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	122	\$435,112.42	\$0.00	

Grand Totals:

Prepared By:
Maggie Dominguez
 Date: *1/17/19*


Payment Register

From Payment Date: 1/14/2019 - To Payment Date: 1/17/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
87799	01/14/2019	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL - WC	\$78,278.00		
87800	01/16/2019	Open			Accounts Payable	CENTURYLINK	\$129.76		
87801	01/16/2019	Open			Accounts Payable	TOSHIBA FINANCIAL SERVICES	\$1,223.29		
87802	01/16/2019	Open			Accounts Payable	US BANK EQUIPMENT FINANCE	\$4,479.21		
87803	01/16/2019	Open			Accounts Payable	BLT ASPHALT LLC	\$2,122.17		
87804	01/16/2019	Open			Accounts Payable	BOBBY'S TERRITORIAL H-D	\$752.47		
87805	01/16/2019	Open			Accounts Payable	OFFICE DEPOT	\$4,885.22		
87806	01/16/2019	Open			Accounts Payable	YUMA COUNTY RECORDER	\$174.50		
87807	01/16/2019	Open			Accounts Payable	YUMA OFFICE EQUIPMENT	\$2,578.98		
87808	01/16/2019	Open			Accounts Payable	YUMA SUN INC	\$3,632.95		
87809	01/16/2019	Open			Accounts Payable	CASTRO, EDGARD	\$108.00		
87810	01/16/2019	Open			Accounts Payable	ELIZARRARAS, MARIO	\$108.00		
87811	01/16/2019	Open			Accounts Payable	IBARRA, JID	\$108.00		
87812	01/16/2019	Open			Accounts Payable	RAMIREZ, EDGAR	\$108.00		
87813	01/17/2019	Open			Accounts Payable	ARIZONA DEPT OF ECONOMIC SECUR	\$2,006.79		
87814	01/17/2019	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	\$4,225.00		
87815	01/17/2019	Open			Accounts Payable	ALVAREZ, MIGUEL	\$353.00		
87816	01/17/2019	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$1,398.18		
87817	01/17/2019	Open			Accounts Payable	CASTRO, EDGARD	\$108.00		
87818	01/17/2019	Open			Accounts Payable	ECHAVARRIA, NOHEMY	\$150.00		
87819	01/17/2019	Open			Accounts Payable	ELIZARRARAS, MARIO	\$108.00		
87820	01/17/2019	Open			Accounts Payable	GUZMAN, JOSE, A	\$108.00		
87821	01/17/2019	Open			Accounts Payable	IBARRA, JID	\$108.00		
87822	01/17/2019	Open			Accounts Payable	JESSUP, RICHARD	\$353.00		
87823	01/17/2019	Open			Accounts Payable	POLAR ICE LLC	\$316.08		
87824	01/17/2019	Open			Accounts Payable	PURCHASE POWER	\$1,190.08		
87825	01/17/2019	Open			Accounts Payable	RAMIREZ, EDGAR	\$108.00		
87826	01/17/2019	Open			Accounts Payable	RUIZ, OSCAR	\$353.00		
87827	01/17/2019	Open			Accounts Payable	SOSA, DOMINGO	\$47.00		
87828	01/17/2019	Open			Accounts Payable	ARIZONA SUPREME COURT (AOC)	\$4.50		
87829	01/17/2019	Open			Accounts Payable	GALERIA CAFE	\$27.68		
87830	01/17/2019	Open			Accounts Payable	PEREZ ARCE, JACKIE	\$250.00		
87831	01/17/2019	Open			Accounts Payable	TACOS EL CHIPILON, LLC	\$166.07		
87832	01/17/2019	Open			Accounts Payable	4 IMPRINT	\$184.26		
87833	01/17/2019	Open			Accounts Payable	ALBERT HOLLER & ASSOCIATES	\$2,000.00		
87834	01/17/2019	Open			Accounts Payable	ALSCO, INC	\$3,134.27		
87835	01/17/2019	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	\$300.00		
87836	01/17/2019	Open			Accounts Payable	ARIZONA EQUIPMENT SERVICE INC	\$393.05		
87837	01/17/2019	Open			Accounts Payable	ARIZONA MEXICO COMMISSION	\$2,100.00		
87838	01/17/2019	Open			Accounts Payable	ARIZONA MUNICIPAL RISK	\$112,264.00		
87839	01/17/2019	Open			Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC	\$26.82		
87840	01/17/2019	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	\$475.00		

Payment Register

From Payment Date: 1/14/2019 - To Payment Date: 1/17/2019

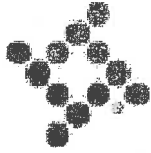
Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
87841	01/17/2019	Open			Accounts Payable	ARTCRAFT & FOREMOST, INC.	\$1,018.06		
87842	01/17/2019	Open			Accounts Payable	ASCAP	\$353.83		
87843	01/17/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$71.20		
87844	01/17/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$322.00		
87845	01/17/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$89.00		
87846	01/17/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$430.50		
87847	01/17/2019	Open			Accounts Payable	B&H FOTO & ELECTRONICS CORP.	\$1,163.49		
87848	01/17/2019	Open			Accounts Payable	BEAMSPEED LLC	\$69.95		
87849	01/17/2019	Open			Accounts Payable	BLT ASPHALT LLC	\$3,631.19		
87850	01/17/2019	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$5,242.64		
87851	01/17/2019	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	\$2,307.26		
87852	01/17/2019	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$890.17		
87853	01/17/2019	Open			Accounts Payable	CENTURYLINK	\$6,652.26		
87854	01/17/2019	Open			Accounts Payable	CITY OF SOMERTON	\$12,870.04		
87855	01/17/2019	Open			Accounts Payable	CITY OF YUMA	\$1,007.60		
87856	01/17/2019	Open			Accounts Payable	CONSTRUCTION PRODUCT MARKETING, LLC	\$157.75		
87857	01/17/2019	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	\$5,352.50		
87858	01/17/2019	Open			Accounts Payable	DE LA HOYA, TADEO	\$591.60		
87859	01/17/2019	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$882.25		
87860	01/17/2019	Open			Accounts Payable	DESERT WATER	\$235.10		
87861	01/17/2019	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY, INC.	\$27.16		
87862	01/17/2019	Open			Accounts Payable	ELLIOTT AUTO SUPPLY CO INC	\$1,141.64		
87863	01/17/2019	Open			Accounts Payable	FDC RESCUE PRODUCTS	\$628.30		
87864	01/17/2019	Open			Accounts Payable	FENCING BY S.K. L.L.C.	\$351.14		
87865	01/17/2019	Open			Accounts Payable	FISHER CHEVROLET - PARTS	\$108.21		
87866	01/17/2019	Open			Accounts Payable	FORCE SCIENCE INSTITUTE, LTD	\$3,300.00		
87867	01/17/2019	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$684.27		
87868	01/17/2019	Open			Accounts Payable	GILA ELECTRONIC	\$2,786.59		
87869	01/17/2019	Open			Accounts Payable	GONZALEZ, SANTIAGO, A	\$225.00		
87870	01/17/2019	Open			Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC	\$513.47		
87871	01/17/2019	Open			Accounts Payable	GUST ROSENFELD P.L.C.	\$1,291.50		
87872	01/17/2019	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$4,626.36		
87873	01/17/2019	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$589.04		
87874	01/17/2019	Open			Accounts Payable	IPS GROUP INC	\$554.25		
87875	01/17/2019	Open			Accounts Payable	IRON MOUNTAIN INC	\$39.88		
87876	01/17/2019	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$556.66		
87877	01/17/2019	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	\$7,470.00		
87878	01/17/2019	Open			Accounts Payable	JCG TECHNOLOGIES INC.	\$534.36		
87879	01/17/2019	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$2,359.30		
87880	01/17/2019	Open			Accounts Payable	LOGICAL CONCEPTS, INC	\$1,656.00		
87881	01/17/2019	Open			Accounts Payable	MASTER AUTO GLASS LLC	\$716.24		

Payment Register

From Payment Date: 1/14/2019 - To Payment Date: 1/17/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
87882	01/17/2019	Open			Accounts Payable	MEDICAL RESERVE CORPS OF SOUTHERN AZ	\$225.00		
87883	01/17/2019	Open			Accounts Payable	MONOPRICE INC.	\$72.39		
87884	01/17/2019	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,954.90		
87885	01/17/2019	Open			Accounts Payable	OMEGA INDUSTRIAL SUPPLY INC	\$441.73		
87886	01/17/2019	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	\$654.99		
87887	01/17/2019	Open			Accounts Payable	PACIFIC MEDICAL WASTE	\$59.90		
87888	01/17/2019	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	\$220.93		
87889	01/17/2019	Open			Accounts Payable	PURCELL TIRE CO.	\$2,188.28		
87890	01/17/2019	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$1,625.00		
87891	01/17/2019	Open			Accounts Payable	RAMON MOSQUEDA	\$694.50		
87892	01/17/2019	Open			Accounts Payable	RON TURLEY ASSOCIATES INC.	\$581.56		
87893	01/17/2019	Open			Accounts Payable	RUSH TRUCK CENTERS OF ARIZONA, INC	\$464.20		
87894	01/17/2019	Open			Accounts Payable	SAM'S CLUB	\$6,071.00		
87895	01/17/2019	Open			Accounts Payable	SAN LUIS AZ NEWS	\$676.00		
87896	01/17/2019	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$11,813.83		
87897	01/17/2019	Open			Accounts Payable	SHUCK DRILLING COMPANY LLC	\$4,210.71		
87898	01/17/2019	Open			Accounts Payable	SIGN MASTERS	\$109.50		
87899	01/17/2019	Open			Accounts Payable	SIMS MURRAY, LTD.	\$380.00		
87900	01/17/2019	Open			Accounts Payable	SIRCHIE FINGER PRINT LABORATORIES	\$29.70		
87901	01/17/2019	Open			Accounts Payable	SKAGGS COMPANIES, INC	\$535.09		
87902	01/17/2019	Open			Accounts Payable	SMITH, RALPH E. SR.	\$640.00		
87903	01/17/2019	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$29,974.77		
87904	01/17/2019	Open			Accounts Payable	SPECTRUM BUSINESS	\$16,094.44		
87905	01/17/2019	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	\$1,384.45		
87906	01/17/2019	Open			Accounts Payable	THE ASBESTOS INSTITUTE, INC	\$1,450.00		
87907	01/17/2019	Open			Accounts Payable	THE LOZANO LAW FIRM PLLC	\$9,200.00		
87908	01/17/2019	Open			Accounts Payable	THE ROACH PEST CONTROL	\$50.00		
87909	01/17/2019	Open			Accounts Payable	TISCHLERBISE, INC.	\$13,098.00		
87910	01/17/2019	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$560.37		
87911	01/17/2019	Open			Accounts Payable	UNITED ROTARY BRUSH CORP	\$3,507.56		
87912	01/17/2019	Open			Accounts Payable	US POST MASTER	\$2,716.19		
87913	01/17/2019	Open			Accounts Payable	USA BLUE BOOK	\$3,076.02		
87914	01/17/2019	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	\$3,200.90		
87915	01/17/2019	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$2,300.31		
87916	01/17/2019	Open			Accounts Payable	WESTMOOR ELECTRIC INC.	\$806.00		
87917	01/17/2019	Open			Accounts Payable	YUMA AUTO REBUILDERS	\$1,447.33		
87918	01/17/2019	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$1,925.40		
87919	01/17/2019	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$1,385.48		
87920	01/17/2019	Open			Accounts Payable	YUMA WINNELSON CO.	\$4,841.90		
Type Check Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals									
							122 Transactions	\$435,112.42	

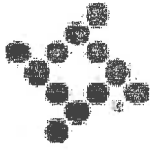
Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	122	\$435,112.42	\$0.00
	Reconciled	0	\$0.00	\$0.00



Schedule B
Pay Day Register
 Pay Date Range 01/05/19 - 01/18/19
 Pay Batch 201902

PSPRS POLICE DB RATE - TIER	3,119.45	26,776.40	Workers' Comp		Gross Base
PSPRS POLICE DB RATE - TIER 2	470.67	4,040.08	ANIMAL CONTROL OFFICERS	62.26	2,767.18
PSPRS POLICE DB RATE - TIER 3	938.86	9,445.35	ATTORNEY- ALL & CLERICAL-	68.28	31,033.16
STANDARD LIFE ADDTNL	807.13	.00	AUTO SERVICE/ REPAIR	89.70	3,214.88
TRANSWESTERN MEXICAN	96.26	.00	BUILDING- NOC OPER BY	883.96	24,418.91
U.S. MEX DENTAL - EE &	592.48	.00	BUS COMPANY AND DRIVERS	138.61	2,510.98
U.S. MEX DENTAL - EE &	84.64	.00	CLERICAL OFFICE/ LIBRARY/	239.49	99,793.73
UNITED WAY	14.00	.00	Electrician	60.10	1,914.00
US & MEX DENTAL= FAMILY	554.82	.00	FIREFIGHTERS & DRIVERS	3,241.08	92,075.51
US & MEX HEALTH = C.	6,291.60	.00	GARBAGE/ ASH/ REFUSE	350.17	5,602.63
US & MEX HEALTH = FAMILY	4,353.85	.00	MUNICIPAL/ TOWN/	91.60	5,234.00
US & MEX HEALTH = SP	1,198.40	.00	PARKS- NOC ALL EMPLOYEES	496.11	16,004.03
VSP - VISION FAMILY	596.55	.00	POLICE OFFICERS	3,729.15	85,140.21
Net	<u>\$299,566.16</u>		RECREATION- ALL EMPLOYEES/	216.78	15,822.52
			SEWAGE DISPOSAL/ PLANT	670.34	19,487.02
			Street or Road Construction	1,659.32	20,663.78
			WATERWORKS OPERATIONS	604.17	17,411.20
			Total	<u>\$12,601.12</u>	

Direct Deposits	Amount
1st Bank Yuma	23,412.48
ACADEMY BANK	3,962.82
Bank of America	200.00
BBVA COMPASS	870.49
Charles Sch	200.00
Chase Bank	132,402.11
CHASE BANK CA	3,240.31
CHASE BANK MORGAN	1,623.75
chase centro	993.32
Federal Credit Union	37,658.07
FF CREDIT UNION	300.00
GREEN DOT BANK	1,311.19
HUGHES FCU	100.00
National Bank	500.00
Navy Federal	8,317.22
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	1,008.19
Sunbank	1,447.89
USAA FEDERAL SAVING	1,177.75
WASHINGTON FEDERAL	1,093.71
Wells Fargo	60,482.04
WELLS FARGO ARKANSAS	680.87
Total	<u>\$281,102.21</u>



Pay Day Register

Pay Date Range 01/05/19 - 01/18/19
Pay Batch 201902

Check

\$18,463.95

Prepared by:
Debora Luna


Date:



Payment Register

From Payment Date: 1/21/2019 - To Payment Date: 1/24/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
87955	01/24/2019	Open			Accounts Payable	BEAMSPEED LLC	\$69.95		
Type Check Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals							\$50,905.60		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	33	\$50,696.60	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$209.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	35	\$50,905.60	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	33	\$50,696.60	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$209.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	35	\$50,905.60	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	33	\$50,696.60	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$209.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	35	\$50,905.60	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	33	\$50,696.60	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$209.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	35	\$50,905.60	\$0.00

Prepared By:
Maggie Dominguez
 Date: *Maggie D.*
1/24/19

Payment Register

From Payment Date: 1/21/2019 - To Payment Date: 1/24/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
87921	01/23/2019	Open			Accounts Payable	BELTRAN, LEANNA	\$59.00		
87922	01/23/2019	Open			Accounts Payable	HERNANDEZ, DIANA	\$59.00		
87923	01/23/2019	Open			Accounts Payable	JIMENEZ, DIEGO	\$59.00		
87924	01/23/2019	Open			Accounts Payable	LOPEZ, ENRIQUE	\$59.00		
87925	01/23/2019	Open			Accounts Payable	SANFORD, JAMES	\$988.80		
87926	01/23/2019	Open			Accounts Payable	TACOS EL CHIPILON, LLC	\$553.56		
87927	01/23/2019	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	\$14,533.36		
87928	01/24/2019	Open			Accounts Payable	BALSINO, PETER, M	\$266.62		
87929	01/24/2019	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	\$160.61		
87930	01/24/2019	Open			Accounts Payable	FOP/ALC	\$225.00		
87931	01/24/2019	Open			Accounts Payable	PIONEER CREDIT RECOVERY, INC	\$147.29		
87932	01/24/2019	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$390.00		
87933	01/24/2019	Open			Accounts Payable	STANDARD INSURANCE COMPANY	\$7,541.69		
87934	01/24/2019	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$4,178.49		
87935	01/24/2019	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
87936	01/24/2019	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$575.00		
87937	01/24/2019	Open			Accounts Payable	24-7 GET FIT SL, LLC	\$519.74		
87938	01/24/2019	Open			Accounts Payable	ADGRAPHIX, LLC	\$480.00		
87939	01/24/2019	Open			Accounts Payable	ALONSO, FRANCIA	\$74.00		
87940	01/24/2019	Voided		01/29/2019	Accounts Payable	ALVAREZ, MIGUEL	\$118.00		
87941	01/24/2019	Open			Accounts Payable	ALVAREZ, MIGUEL	\$150.00		
87942	01/24/2019	Open			Accounts Payable	AYALA, SOCORRO	\$150.00		
87943	01/24/2019	Open			Accounts Payable	CARBAJAL, EDGAR	\$74.00		
87944	01/24/2019	Voided		01/28/2019	Accounts Payable	DE LA VARA, JOSE	\$91.00		
87945	01/24/2019	Open			Accounts Payable	ECHAVARRIA, NOHEMY	\$344.00		
87946	01/24/2019	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$1,650.00		
87947	01/24/2019	Open			Accounts Payable	GARCIA-BONILLA, ELIZABETH	\$268.00		
87948	01/24/2019	Open			Accounts Payable	GONZALEZ, SANTIAGO, A	\$1,021.80		
87949	01/24/2019	Open			Accounts Payable	GUEVARA, ALAN	\$150.00		
87950	01/24/2019	Open			Accounts Payable	LAGUNA, LIZETH	\$150.00		
87951	01/24/2019	Open			Accounts Payable	PIERCE COLEMAN PLLC	\$10,000.00		
87952	01/24/2019	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$3,737.00		
87953	01/24/2019	Open			Accounts Payable	YUMA WINNELSON CO.	\$1,549.54		
87954	01/24/2019	Open			Accounts Payable	INTER MUEBLES LLC	\$498.15		

Payment Register

From Payment Date: 1/28/2019 - To Payment Date: 1/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	99	\$262,541.67	\$0.00	
Grand Totals:									
					Checks				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	99	\$262,541.67	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	99	\$262,541.67	\$0.00	
					All				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	99	\$262,541.67	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	99	\$262,541.67	\$0.00	

Prepared By:
Maggie Dominguez
Date: 1/31/19

1/31/19

C

Payment Register

From Payment Date: 1/28/2019 - To Payment Date: 1/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
87956	01/28/2019	Open			Accounts Payable	YUMA COUNTY WATER USERS	\$750.00		
87957	01/29/2019	Open			Accounts Payable	HUMPHREY, JEREMY	\$253.83		
87958	01/29/2019	Open			Accounts Payable	VILLARREAL, JULIO, U	\$486.89		
87959	01/29/2019	Open			Accounts Payable	YUMA COUNTY HUMANE SOCIETY	\$14,145.02		
87960	01/30/2019	Open			Utility Management Refund	ACOSTA, MARIA & MARIA FELIX	\$36.20		
87961	01/30/2019	Open			Utility Management Refund	ARANDA, JOSUE	\$148.03		
87962	01/30/2019	Open			Utility Management Refund	BOESKIN, ROBERT & MARCELINA	\$9.36		
87963	01/30/2019	Open			Utility Management Refund	CARRILLO, ANGELICA, M	\$141.25		
87964	01/30/2019	Open			Utility Management Refund	CHAGOYA, MACARIO	\$7.15		
87965	01/30/2019	Open			Utility Management Refund	CUEN, ANDRES & MIRIAM D	\$177.02		
87966	01/30/2019	Open			Utility Management Refund	BERNAL CUEN, SILVIA	\$156.76		
87967	01/30/2019	Open			Utility Management Refund	ESQUEDA, CARMEN & NUNEZ, MARIA	\$159.15		
87968	01/30/2019	Open			Utility Management Refund	FONSECA, MARIA, G	\$6.81		
87969	01/30/2019	Open			Utility Management Refund	GARCIA, JUAN, H	\$200.00		
87970	01/30/2019	Open			Utility Management Refund	GONZALEZ, MELISSA, I	\$27.18		
87971	01/30/2019	Open			Utility Management Refund	JAMES SON / LINDA'S FASHION	\$47.98		
87972	01/30/2019	Open			Utility Management Refund	LOS ALAMOS BUILDERS, LLC	\$6.31		
87973	01/30/2019	Open			Utility Management Refund	LUERA, ROBERTO	\$239.29		
87974	01/30/2019	Open			Utility Management Refund	MARTIN CASTRO & ARELY ZARATE	\$14.56		
87975	01/30/2019	Open			Utility Management Refund	MAYA'S CONSTRUCTION LLC	\$15.79		
87976	01/30/2019	Open			Utility Management Refund	MORENO, ERNESTO & CYNTHIA	\$84.23		
87977	01/30/2019	Open			Utility Management Refund	RAMIREZ, ABIGAIL & JUAN SANTANA	\$52.97		
87978	01/30/2019	Open			Utility Management Refund	RAMIREZ, ANTONIO	\$19.13		
87979	01/30/2019	Open			Utility Management Refund	RAMIREZ, ELIZET	\$153.69		
87980	01/30/2019	Open			Utility Management Refund	RIEDEL CONSTRUCTION INC	\$1,663.37		
87981	01/30/2019	Open			Utility Management Refund	RIEDEL CONSTRUCTION INC	\$136.21		
87982	01/30/2019	Open			Utility Management Refund	RIEDEL CONSTRUCTION INC	\$27.03		

Payment Register

From Payment Date: 1/28/2019 - To Payment Date: 1/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
87983	01/30/2019	Open			Utility Management Refund	RUIZ, PABLO & ARACELI MENDOZA	\$128.52		
87984	01/30/2019	Open			Accounts Payable	DUMADAG, JONATHAN	\$238.00		
87985	01/30/2019	Open			Accounts Payable	PACHECO, ROMAN	\$238.00		
87986	01/31/2019	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	\$3,510.00		
87987	01/31/2019	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	\$3,144.28		
87988	01/31/2019	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	\$200.00		
87989	01/31/2019	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	\$200.00		
87990	01/31/2019	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	\$200.00		
87991	01/31/2019	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	\$150.00		
87992	01/31/2019	Open			Accounts Payable	CARBAJAL, EDGAR	\$238.00		
87993	01/31/2019	Open			Accounts Payable	DE LOS REYES, JUAN	\$91.00		
87994	01/31/2019	Open			Accounts Payable	DUENAS, DEREK	\$91.00		
87995	01/31/2019	Open			Accounts Payable	ESPARZA, EDGAR	\$91.00		
87996	01/31/2019	Open			Accounts Payable	GAITAN, CESAR	\$91.00		
87997	01/31/2019	Open			Accounts Payable	LARA, OSCAR	\$344.00		
87998	01/31/2019	Open			Accounts Payable	PACHECO, ROMAN	\$108.00		
87999	01/31/2019	Open			Accounts Payable	PEREZ, HAZIEL	\$91.00		
88000	01/31/2019	Open			Accounts Payable	PEREZ, JORGE	\$91.00		
88001	01/31/2019	Open			Accounts Payable	REYNOSO, NIGEL	\$29.24		
88002	01/31/2019	Open			Accounts Payable	ALSCO, INC	\$546.72		
88003	01/31/2019	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$975.00		
88004	01/31/2019	Open			Accounts Payable	APS/CLAIM #414-1352-AH	\$50.00		
88005	01/31/2019	Open			Accounts Payable	ARIZONA BLUE STAKE, INC.	\$144.59		
88006	01/31/2019	Open			Accounts Payable	ARIZONA PARKS AND RECREATION	\$1,000.00		
88007	01/31/2019	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$142.02		
88008	01/31/2019	Open			Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC	\$637.02		
88009	01/31/2019	Open			Accounts Payable	ARIZONA STATE TREASURER	\$48,413.45		
88010	01/31/2019	Open			Accounts Payable	ARIZONA STATE UNIVERSITY	\$1,950.00		
88011	01/31/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$71.20		
88012	01/31/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$282.00		
88013	01/31/2019	Open			Accounts Payable	BINGHAM AUTO & TRUCK PARTS	\$28.48		
88014	01/31/2019	Open			Accounts Payable	BORDER GYM FITNESS LLC	\$250.00		
88015	01/31/2019	Open			Accounts Payable	BORREGO BROTHERS, INC	\$2,591.05		
88016	01/31/2019	Open			Accounts Payable	CAMPESINOS SIN FRONTERAS	\$500.00		
88017	01/31/2019	Open			Accounts Payable	CITY OF YUMA	\$90,248.02		
88018	01/31/2019	Open			Accounts Payable	CIVICPLUS	\$7,533.65		
88019	01/31/2019	Open			Accounts Payable	CRAFICO INC.	\$4,093.62		
88020	01/31/2019	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$75.00		

Payment Register

From Payment Date: 1/28/2019 - To Payment Date: 1/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
88021	01/31/2019	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$35.00			
88022	01/31/2019	Open			Accounts Payable	DESERT WATER	\$252.97			
88023	01/31/2019	Open			Accounts Payable	ELLIOTT AUTO SUPPLY CO INC	\$543.69			
88024	01/31/2019	Open			Accounts Payable	FERTIZONA-YUMA L.L.C.	\$3,329.41			
88025	01/31/2019	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	\$180.00			
88026	01/31/2019	Open			Accounts Payable	G&T ALARM CO LLC	\$78.00			
88027	01/31/2019	Open			Accounts Payable	GONZALEZ, SANTIAGO, A	\$695.00			
88028	01/31/2019	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF	\$110.00			
88029	01/31/2019	Open			Accounts Payable	JCG TECHNOLOGIES INC.	\$642.31			
88030	01/31/2019	Open			Accounts Payable	JOHN'S GLASS SERVICE	\$627.34			
88031	01/31/2019	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$211.87			
88032	01/31/2019	Open			Accounts Payable	MEMBERSHIP LOCKBOX 4047	\$1,916.83			
88033	01/31/2019	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$45.00			
88034	01/31/2019	Open			Accounts Payable	MURILLO, RAMON	\$5.00			
88035	01/31/2019	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,672.22			
88036	01/31/2019	Open			Accounts Payable	PIONEER TITLE AGENCY, INC	\$600.00			
88037	01/31/2019	Open			Accounts Payable	PUBLIC RECORDS AND INFO	\$770.00			
88038	01/31/2019	Open			Accounts Payable	MGMT GRP				
88039	01/31/2019	Open			Accounts Payable	PURCELL TIRE CO.	\$565.15			
88040	01/31/2019	Open			Accounts Payable	PUREFLOW FILTRATION DIV OF CA	\$55,923.75			
88041	01/31/2019	Open			Accounts Payable	RAMON MOSQUEDA	\$240.00			
88042	01/31/2019	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$125.00			
88043	01/31/2019	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	\$564.94			
88044	01/31/2019	Open			Accounts Payable	SPECTRUM BUSINESS	\$320.32			
88045	01/31/2019	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$1,053.59			
88046	01/31/2019	Open			Accounts Payable	TORRES, ALEJANDRA , S	\$414.14			
88047	01/31/2019	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$157.64			
88048	01/31/2019	Open			Accounts Payable	USA BLUE BOOK	\$754.84			
88049	01/31/2019	Open			Accounts Payable	WAL-MART RESTITUTION	\$42.49			
88050	01/31/2019	Open			Accounts Payable	RECOVERY				
88051	01/31/2019	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$190.00			
88052	01/31/2019	Open			Accounts Payable	YUMA COUNTY ADULT DETENTION	\$42.02			
88053	01/31/2019	Open			Accounts Payable	CENTER				
88054	01/31/2019	Open			Accounts Payable	YUMA COUNTY PUBLIC HEALTH	\$152.00			
					Accounts Payable	YUMA COUNTY SHERIFF'S OFFICE	\$750.00			
					Accounts Payable	YUMA COUNTY TREASURER	\$245.97			
					Accounts Payable	YUMA REGIONAL MEDICAL	\$1,314.11			
					Accounts Payable	CENTER				
Type Check Totals:										
1BPAYABLE - 1st BY Accounts Payable Totals							99 Transactions	\$262,541.67		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	99	\$262,541.67	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	99	\$262,541.67	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	99	\$262,541.67	\$0.00



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.C.

Meeting Date: 02/13/2019

Department Head: Sonia Cornelio, City Clerk, City Clerk's Office

Submitted By: Melissa Lopez, Deputy City Clerk, City Clerk's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any all matters regarding payment to Yuma County Recorder's Office, Voter Services Division. **(Sonia Cornelio, City Clerk)**

SUMMARY:

The City Clerk Office contracts with the Yuma County Election Services and Yuma County Recorder's Office to run the city's elections. The city held its primary election on August 28, 2018. Staff received the invoices from the Yuma County Election Services in the amount of \$19,679.12 and from Yuma County Recorder's Office in the amount of \$26,732.41 for a total of \$46,411.53. The department budgeted \$25,000.00 for the 2018 Elections and does not have enough funds to cover for payment to the Yuma County Recorder's Office invoice. Therefore, staff is requesting authorization to transfer **\$21,411.53** from Contingency GL Acct. # 100-110-81000 to City Clerk's Contractual Services GL Account # 100-116-80000. The remaining balance on Contingency account is \$300,000.00.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE PAYMENT OF \$46,411.53 TO THE COUNTY FOR ELECTIONS SERVICES AND TO TRANSFER \$21,411.53 FROM COUNCIL'S CONTINGENCY ACCOUNT TO THE CLERK'S ACCOUNT TO COVER THE COST.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	46,500.00
BUDGETED AMOUNT:	25,000.00
AVAILABLE AMOUNT TO TRANSFER:	\$222,160
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Contingency GL Acct. #100-110-81000; remaining balance \$222,160

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

The City Clerk's Office budgeted \$25,000.00 for the 2018 Candidate Primary and General Election, however the total invoice for Yuma County Elections Department and Recorder's Office is \$46,411.53.

Attachments

Yuma County Recorder's Office
Yuma County Election Services

	<u>Supplies</u>	<u>Postage Outgoing</u>	<u>Potsage Incoming</u>	<u>Staff Expense</u>	<u>Other</u>	<u>Total</u>
Notices/Early Ballot Requests	\$ 22,491.52	\$ 6,859.25	\$ 8,288.82	\$ -	\$ -	\$ 37,639.59
Official Ballots	\$ 34,555.27	\$ 8,264.38	\$ 8,191.12	\$ -	\$ -	\$ 51,010.77
Staff Overtime	\$ -	\$ -	\$ -	\$ 11,835.29	\$ -	\$ 11,835.29
Temporary Staff	\$ -	\$ -	\$ -	\$ 4,755.33		\$ 4,755.33
Relia-Vote Solution (Per Election)	\$ -	\$ -	\$ -	\$ -	\$ 13,092.12	\$ 13,092.12
Relia-Vote Maintenance (Per Election)	\$ -	\$ -	\$ -	\$ -	\$ 4,798.00	\$ 4,798.00
TOTAL						\$ 123,131.10

2018 YUMA COUNTY PRIMARY ELECTION TOTAL SHARED COST OF JURISDICTIONS

	NUMBER OF PRECINCTS & STYLES	NO. OF RACES & CANDIDATES	NUMBER QUES/PROPS	TOTAL UNITS	UNIT DETAILS
Yuma County	48.00	25.00	0.00	73.00	44 precincts, 4 styles, 11 races, 14 candidates
City of San Luis	20.00	13.00	0.00	33.00	5 precincts, 3 styles, 12 party styles, 2 races, 11 candidates
City of Somerton	19.00	10.00	0.00	29.00	4 precincts, 3 styles, 12 party styles, 2 races, 8 candidates
Town of Wellton	6.00	10.00	1.00	17.00	1 precinct, 1 styles, 4 party styles, 1 race, 9 candidates, 1 question
Total Units for Election:	93.00	58.00	1.00	152.00	Note: styles include party style, 1 non-partisan
Cost per Unit:	\$810.07				Yuma County only 4 because no non-partisan necessary

SHARED ELECTION COSTS	AMOUNT	AMOUNT PER UNIT	YUMA COUNTY	CITY OF SAN LUIS	CITY OF SOMERTON	TOWN OF WELLTON	SOS	TOTAL
Notices / Early Ballot Requests	\$37,639.59	\$247.63	\$18,076.91	\$8,171.75	\$7,181.24	\$4,209.69	\$0.00	\$37,639.59
Official Ballots	\$51,010.77	\$335.60	\$24,498.59	\$11,074.71	\$9,732.32	\$5,705.15	\$0.00	\$51,010.77
Staff Overtime	\$11,835.29	\$77.86	\$5,684.05	\$2,569.50	\$2,258.05	\$1,323.68	\$0.00	\$11,835.29
Temporary Staff	\$4,755.33	\$31.29	\$2,283.81	\$1,032.41	\$907.27	\$531.85	\$0.00	\$4,755.33
Relia-Vote Solution	\$13,092.12	\$86.13	\$6,287.66	\$2,842.37	\$2,497.84	\$1,464.25	\$0.00	\$13,092.12
Relia-Vote Maintenance	\$4,798.00	\$31.57	\$2,304.30	\$1,041.67	\$915.41	\$536.62	\$0.00	\$4,798.00
Total:	\$123,131.10	\$810.07	\$59,135.33	\$26,732.41	\$23,492.12	\$13,771.24	\$0.00	\$123,131.10

Vote Center Supplies

VOTE CENTERS		VOTING BOOTHS	SUPPLY BOXES	CELL PHONES
1	MLK	4	2	1
2	HEALTH DEPT	4	2	0
3	CIVIC CENTER	4	2	1
4	CIVIC CENTER	0	2	0
5	CIVIC CENTER	0	0	0
6	COMMUNITY CHRISTIAN	4	2	1
7	ST. JOHN NEUMANN	4	2	1
8	ST. JOHN NEUMANN	0	2	0
9	FIST SOUTHERN BAPTIST	4	2	1
10	SOMERTON LIBRARY	3	2	1
11	CESAR CHAVEZ	4	2	1
13	SAN LUIS LIBRARY	4	2	1
TOTAL FOR EACH VC:		35	22	8
PRICE TOTAL:		\$700.00	\$1,100.00	\$174.72

Electronic Poll Book Rental

VOTE CENTER	IPAD	PRICE PER UNIT	TOTAL:
1	MLK	4	\$40.00
2	HEALTH DEPT	4	\$40.00
3	CIVIC CENTER	4	\$40.00
4	CIVIC CENTER	4	\$40.00
5	CIVIC CENTER	0	\$40.00
6	COMMUNITY CHRISTIAN	4	\$40.00
7	ST. JOHN NEUMANN	4	\$40.00
8	ST. JOHN NEUMANN	4	\$40.00
9	FIST SOUTHERN BAPTIST	4	\$40.00
10	SOMERTON LIBRARY	4	\$40.00
11	CESAR CHAVEZ	4	\$40.00
13	SAN LUIS LIBRARY	4	\$40.00
VOTE CENTER TOTAL:			\$1,760.00
RECORDERS OFFICE - EARLY VOTING		0	\$40.00
EARLY VOTING TOTAL:			\$0.00

Voting Devices and Memory Card Rental

VOTE CENTER	DS200	USB STICK	EXPRESSVOTE	USB STICK
MLK	1	1	5	5
HEALTH DEPT	1	1	5	5
CIVIC CENTER	1	1	5	5
CIVIC CENTER	0	0	5	5
CIVIC CENTER	0	0	0	0
COMMUNITY CHRISTIAN	1	1	5	5
ST. JOHN NEUMANN	1	1	5	5
ST. JOHN NEUMANN	0	0	5	5
FIST SOUTHERN BAPTIST	1	1	5	5
SOMERTON LIBRARY	1	1	5	5
CESAR CHAVEZ	1	1	5	5
SAN LUIS LIBRARY	1	1	5	5
TOTAL PER VC:	9	9	55	55
PRICE PER UNIT:	\$20.00	\$15.00	\$20.00	\$15.00
VOTE CENTER TOTAL:	\$180.00	\$135.00	\$1,100.00	\$825.00
EARLY VOTING	4	4	2	2
PRICE PER UNIT:	\$20.00	\$15.00	\$20.00	\$15.00
EARLY VOTING TOTAL:	\$80.00	\$60.00	\$40.00	\$30.00
LATE EARLY	2	2	0	0
PRICE PER UNIT:	\$20.00	\$15.00	\$20.00	\$15.00
LATE EARLY TOTAL:	\$40.00	\$30.00	\$0.00	\$0.00
PROVISIONAL	2	2	0	0
PRICE PER UNIT:	\$20.00	\$15.00	\$20.00	\$15.00
PROVISIONAL TOTAL:	\$40.00	\$30.00	\$0.00	\$0.00
TOTAL:	\$340.00	\$255.00	\$1,140.00	\$855.00

Ballot on Demand Printer

		Printer	Price Per Unit	Total:
1	MLK	1	\$286.00	\$286.00
2	HEALTH DEPT	1	\$286.00	\$286.00
3	CIVIC CENTER	1	\$286.00	\$286.00
4	CIVIC CENTER	1	\$286.00	\$286.00
5	CIVIC CENTER	0	\$0.00	\$0.00
6	COMMUNITY CHRISTIAN	1	\$286.00	\$286.00
7	ST. JOHN NEUMANN	1	\$286.00	\$286.00
8	ST. JOHN NEUMANN	1	\$286.00	\$286.00
9	FIST SOUTHERN BAPTIST	1	\$286.00	\$286.00
10	SOMERTON LIBRARY	1	\$286.00	\$286.00
11	CESAR CHAVEZ	1	\$286.00	\$286.00
13	SAN LUIS LIBRARY	1	\$286.00	\$286.00

VOTE CENTER TOTAL: \$3,146.00

RECORDERS OFFICE - EARLY VOTING	1	\$286.00	\$286.00
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EARLY VOTING TOTAL: \$286.00

Pollworker Training Manual

1	MLK	13	\$5.00	\$65.00
2	HEALTH DEPT	13	\$5.00	\$65.00
3	CIVIC CENTER	13	\$5.00	\$65.00
4	CIVIC CENTER	13	\$5.00	\$65.00
5	CIVIC CENTER	0	\$5.00	\$0.00
6	COMMUNITY CHRISTIAN	13	\$5.00	\$65.00
7	ST. JOHN NEUMANN	13	\$5.00	\$65.00
8	ST. JOHN NEUMANN	13	\$5.00	\$65.00
9	FIST SOUTHERN BAPTIST	13	\$5.00	\$65.00
10	SOMERTON LIBRARY	13	\$5.00	\$65.00
11	CESAR CHAVEZ	13	\$5.00	\$65.00
13	SAN LUIS LIBRARY	13	\$5.00	\$65.00

TOTAL COPIES OF MANUALS: \$715.00

Postage

Date:	Description/Reason	Pieces	Amount	Total:
9/26/2018	Certification Notices	2	\$0.47	\$0.94
TOTAL:				\$0.94

Publication/Freedom Newspaper

Date	Description/Reason	Amount	Total:
7/20/2018	Bajo El Sol	42.69	\$42.69
7/22/2018	Yuma Sun	47.45	\$47.45
8/10/2018	Bajo El Sol	47.11	\$47.11
8/12/2018	Yuma Sun	\$52.50	\$52.50
TOTAL:			\$189.75

Poll Worker Payroll

Inspectors	10	\$130.00	\$1,300.00	\$1,300.00
Marshall	9	\$83.00	\$747.00	\$747.00
Judges	53	\$83.00	\$4,399.00	\$4,399.00
	1	\$38.73	\$38.73	\$38.73
Clerks	43	\$83.00	\$3,569.00	\$3,569.00
	1	\$27.65	\$27.65	\$27.65
Bilingual Pollworker	10	\$20.00	\$200.00	\$200.00
Training Class	128	\$7.00	\$896.00	\$896.00
Monday night set-up	112	\$7.00	\$784.00	\$784.00
Miles claimed	2,624.80	0.545	\$1,430.52	\$1,430.52
TOTAL:				\$13,391.90

ELECTION DAY RUNNERS

DATE	NAME	HOURS	AT RATE AMOUNT	TOTAL:
		0	\$0.00	\$0.00
		MILES	MILES RATE	TOTAL MILES
		0	0.54	\$0.00
		TRANING CLASS	\$0.00	
TOTAL:				\$0.00

CERTIFICATION BOARD					
DATE	NAME	OS L&A	TSX L&A	ELECTION NIGHT	
7/27/2018	Thelma Lundy	\$50.00	\$0.00	\$50.00	
		UNOFFICAL RESULTS & POST L&A			
		\$0.00			
		TOTAL:		\$100.00	
DATE	NAME	OS L&A	TSX L&A	ELECTION NIGHT	
07/27/2018 - 9/4/2018	Kenneth Keslar	\$50.00	\$50.00	\$50.00	
		UNOFFICAL RESULTS & POST L&A			
		\$50.00			
		TOTAL:		\$200.00	
DATE	NAME	OS L&A	TSX L&A	ELECTION NIGHT	
8/14/2018 - 9/4/2018	Lenore Stuart	\$0.00	\$50.00	\$50.00	
		UNOFFICAL RESULTS & POST L&A			
		\$50.00			
		TOTAL:		\$150.00	
DATE	NAME	UNOFFICAL RESULTS & POST L&A			
8/31/2018	Lori Aguilar	\$50.00			
		TOTAL:		\$50.00	
DATE	NAME	UNOFFICAL RESULTS & POST L&A			
8/31/2018	Nancy Ngai	\$50.00			
		TOTAL:		\$50.00	
		TOTAL:		\$550.00	
COUNTING CENTER					
DUPLICATION BOARD					
DATE	NAME	AT RATE	DAYS	TOTAL:	
8/28/2018	Michelle Camacho	\$50.00	1	\$50.00	
8/28/2018	Juana Moreno	\$50.00	1	\$50.00	
				TOTAL:	
				\$100.00	
TABULATION BOARD					
DATE	NAME	AT RATE	DAYS	TOTAL:	
		\$50.00		\$0.00	
				TOTAL:	
				\$0.00	
RECEIVING BOARD					
DATE	NAME	AT RATE	DAYS	TOTAL:	
8/28/2018	Michelle Camacho	\$50.00	1	\$50.00	
8/28/2018	Griselda Zavala	\$50.00	1	\$50.00	
8/28/2018	McKenna Rose Everett	\$50.00	1	\$50.00	
				\$0.00	
				TOTAL:	
				\$150.00	
PROVISIONAL BOARD					
DATE	NAME	AT RATE	DAYS	TOTAL:	
		\$50.00		\$0.00	
				TOTAL:	
				\$0.00	
EARLY BOARD					
3 - Inspectors for <u>day 1</u> (Monday, August 20, 2018)		\$130.00	3	\$390.00	
3 - Judges for <u>day 1</u> (Monday, August 20, 2018)		\$83.00	3	\$249.00	
3 - Inspectors for <u>day 2</u> (Tuesday, August 21, 2018)		\$130.00	3	\$390.00	
4 - Judges for <u>day 2</u> (Tuesday, August 21, 2018)		\$83.00	4	\$332.00	
3 - Inspectors for <u>day 3</u> (Wednesday, August 22, 2018)		\$130.00	3	\$390.00	
4 - Judges for <u>day 3</u> (Wednesday, August 22, 2018)		\$83.00	4	\$332.00	
3 - Inspectors for <u>day 4</u> (Friday, August 24, 2018)		\$130.00	3	\$390.00	
4 - Judges for <u>day 4</u> (Friday, August 24, 2018)		\$83.00	4	\$332.00	
3 - Inspectors for <u>day 5</u> (Monday, August 27, 2018)		\$130.00	3	\$390.00	
4 - Judges for <u>day 5</u> (Monday, August 27, 2018)		\$83.00	4	\$332.00	
3 - Inspectors for <u>day 6</u> (Thursday, August 30, 2018)		\$130.00	3	\$390.00	
4 - Judges for <u>day 6</u> (Thursday, August 30, 2018)		\$83.00	4	\$332.00	
NAME	MILES	MILES RATE	TOTAL MILES		
Xanthe Bullard	195	0.545	\$106.28	\$106.28	
				TOTAL:	
				\$4,355.28	

WRITE-IN BOARD				
1 - Inspectors for day 1 (Friday, August 24, 2018)	\$130.00	1	\$130.00	
2 - Judges for day 1 Friday, August 24, 2018)	\$83.00	2	\$166.00	
1 - Inspectors for day 2 (Thursday, August 30, 2018)	\$130.00	1	\$130.00	
2 - Judges for day 2 (Thursday, August 30, 2018)	\$83.00	2	\$166.00	
1 - Inspectors for day 3 (Friday, August 31, 2018)	\$130.00	1	\$130.00	
2 - Judges for day 3 (Friday, August 31, 2018)	\$83.00	2	\$166.00	
			TOTAL:	\$888.00
RENTAL FEE - VOTE CENTERS				
VOTE CENTER		AMOUNT:		TOTAL:
1	MLK	\$200.00	\$200.00	\$200.00
2	HEALTH DEPT	\$0.00	\$0.00	\$0.00
3	CIVIC CENTER	\$1,426.34	\$1,426.34	\$1,426.34
4	CIVIC CENTER			
5	CIVIC CENTER			
6	COMMUNITY CHRISTIAN	\$75.00	\$75.00	\$75.00
7	ST. JOHN NEUMANN			
8	ST. JOHN NEUMANN			
9	FIST SOUTHERN BAPTIST			
10	SOMERTON LIBRARY			
11	CESAR CHAVEZ			
12	SAN LUIS CIT HALL			
			TOTAL:	\$1,701.34
DELIVERY TRUCK AND FUEL				
TRUCK RENTAL COMPANY	RENTAL DAYS	RENTAL FEE	FUEL	TOTAL:
Premier Golf Cars of Yuma	1	\$316.11	0	\$316.11
Budget	1	\$722.39	0	\$722.39
COUNTY RESERVATION				
Ford Escape			\$18.17	\$18.17
Expedition				
		TOTAL:	\$18.17	\$1,056.67
STAFF TIME				
NAME	TITLE	HOURLY RATE	HOURS	TOTAL:
				\$0.00
KIKA GUZMAN	COORDINATOR	\$22.51	320	\$7,203.20
DAVID ALEXANDRE	SPECIALIST	\$16.24	320	\$5,196.80
			TOTAL:	\$12,400.00
EQUIPMENT DELIVERY STAFF TIME				
NAME	DAYS	HOURLY RATE	HOURS	TOTAL:
			TOTAL:	\$0.00
TEMPORARY ELECTION AIDES				
NAME	TIME PERIOD	HOURLY RATE	HOURS	TOTAL:
Sarah Crowl	8/16/2018	\$11.14	14	\$153.18
Sarah Crowl	8/21/2018 - 8/23/2018	\$11.14	19	\$211.66
Sarah Crowl	8/28/2018 - 8/31/2018	\$11.14	18.25	\$203.31
			TOTAL:	\$568.14
PAYROLL SERVICES				
TOTAL CHECKS PRINTED	RATE PER CHECK			
140.00	\$8.50			\$1,190.00
			TOTAL:	\$1,190.00
CONSULTANTS				
COMPANY NAME	DESCRIPTION	AMOUNT	TOTAL:	
ES&S	Election Coding (08/28/2018)	\$13,383.35	\$13,383.35	
ES&S	Audion (08/28/2018)	\$6,380.88	\$6,380.88	
ES&S	Ballot Layout (08/28/2018)	\$14,902.27	\$14,902.27	
KNOWiNK	Election Day Support	\$2,000.00	\$2,000.00	
Sue Reynolds	Invoice 2018-01 (June 15, 2018)	\$1,188.00	\$1,188.00	
Sue Reynolds	Invoice 2018-02 (July 2, 2018)	\$701.25	\$701.25	
Sue Reynolds	Invoice 2018-03 (July 15, 2018)	\$1,138.50	\$1,138.50	
Sue Reynolds	Invoice 2018-04 (July 28, 2018)	\$1,295.25	\$1,295.25	
Sue Reynolds	Invoice 2018-05 (August 12, 2018)	\$1,320.00	\$1,320.00	
Sue Reynolds	Invoice 2018-06 (August 25, 2018)	\$1,320.00	\$1,320.00	
O'Neil Printing	Primary Sample Ballot, Mail Prep, Postage (O'Neil Printing is only charged to SOS)	\$20,107.43	\$20,107.43	
			TOTAL:	\$43,629.50
			TOTAL INCLUDING SOS TOTAL:	\$63,736.93

TOTAL ELECTION COST \$110,750.66



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.D.

Meeting Date: 02/13/2019

Department Head: Jenny Torres, Economic Development Manager, Administration, Economic Development

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a contract with James Davey and Associates, Inc. to provide design and engineering services for Rancho Los Oros Improvements. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

The City of San Luis intends to apply for \$300,000.00 in Community Development Block Grant funds from the State Special Projects (SSP) account from the Arizona Department of Housing for improvements on Rancho Los Oros. This is a competitive round of funding in which applicants must submit engineering design and construction plans as part of the grant application. We are requesting to award an engineering contract in the amount of \$39,720.00 to James Davey and Associates, Inc. for the design of this project.

James Davey and Associates, Inc. is a provider on the on-call engineering services list, per Resolution No.1143.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH JAMES DAVEY AND ASSOCIATES, INC. IN THE AMOUNT OF \$39,720.00 FOR ENGINEERING SERVICES AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$39,720.00
BUDGETED AMOUNT:	\$59,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Contractual Services 100-135-80000/\$50,416.52

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

Funds for contract budgeted under Economic Development Contractual Services, Account No. 100-135-80000.

Attachments

Proposal

Engineer Contract

Map - Rancho Los Oros



*City of San Luis
Rancho Los Oros Reconstruction Project*

Prepared by: James Davey and Associates, Inc.

January 15, 2019

Item	Description		Principal Engineer	Project Engineer	Engineering Technician	Survey Crew	Direct Costs	Comments
<u>DESIGN PHASE SERVICES</u>								
1	Project Management & Meetings		6	4				
2	Topographic Survey			2		16		
3	Prepare Survey Base Sheets	6 Sheets 9 Hrs/Sheet	1	12	42			
4	Geotechnical Report			1			\$3,500	To be subcontracted to GTS. Includes pavement design, overexcavation and trench backfill recommendations.
5	Utility Coordination/Conflict Resolution, Submittals to Utilities		1	8				Potholing Costs Not Included - Assumed by City of San Luis Utility Crews if needed.
6	Prepare Design Plans							
	Cover Sheet	1 Sheet 5 Hrs/Sheet		1	4			
	Roadway Plan and Profiles - 20 Scale	6 Sheets 18 Hrs/Sheet	6	24	78			1:20 Scale
	Sewer Plan and Profile Sheet	1 Sheet 20 Hrs/Sheet	1	3	16			1:20 Scale
	Storm Drain Plan and Profile Sheets	2 Sheets 20 Hrs/Sheet	2	6	32			1:20 Scale
	General Sheets/Standard Details	2 Sheets 9 Hrs/Sheet	1	4	13			
	Special Details	2 Sheets 16 Hrs/Sheet	2	6	24			
7	Prepare Special Conditions		1	10				
8	Prepare Quantities and Bid Schedule		1	10				
Total Hours			22	91	209	16	3,500	
Hourly Rates			\$150	\$125	\$90	\$160	x 1.05	
Total Costs			\$3,300	\$11,375	\$18,810	\$2,560	\$3,675	
TOTAL FEE ESTIMATE								\$39,720

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made on the ____ day of February, 2019, 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"): Rancho Los Oros Improvements.

This project is being undertaken by the City of San Luis, Arizona and is to implement such improvements under the general direction of the State of Arizona Department of Housing, Community Development Block Grant Program, (CDBG). The accomplishment of the work and services described in this Agreement is necessary and essential to the public works improvement program of the City; 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 Rancho Los Oros Improvements. All for an estimated cost of \$39,720.00 ("Project"). Engineer will supply City with an estimated construction cost.

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 \$39,720.00.

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.

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

a. 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.

b. 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.

c. The final ten percent (10%) of the Basic Fee prorated in accordance with final design, and acceptance of the Project, and receipt of approved, reproducible mylar drawings of the Project plans prepared in a format prescribed by the Public Works 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.

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. COMPLIANCE WITH THE LAW

The Engineer agrees to comply with all federal, state, and local laws, rules and regulations including but not limited to the following:

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.

The Engineer hereby warrants 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 this Agreement. The City retains the legal right to inspect the papers of the Engineer to ensure that the Engineer complies with this warranty.

The Engineer certifies that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01.

The Engineer shall obtain or maintain a City of San Luis, Arizona Business License for the duration of this contract.

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.

[Intentionally left blank, signature page follows]

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.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

James Davey and Association

James Davey, P.E., R.L.S., D.WRE
Principal Engineer

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 the requested number of sets of the approved Contract Documents for the Project

3. Other Services.

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.

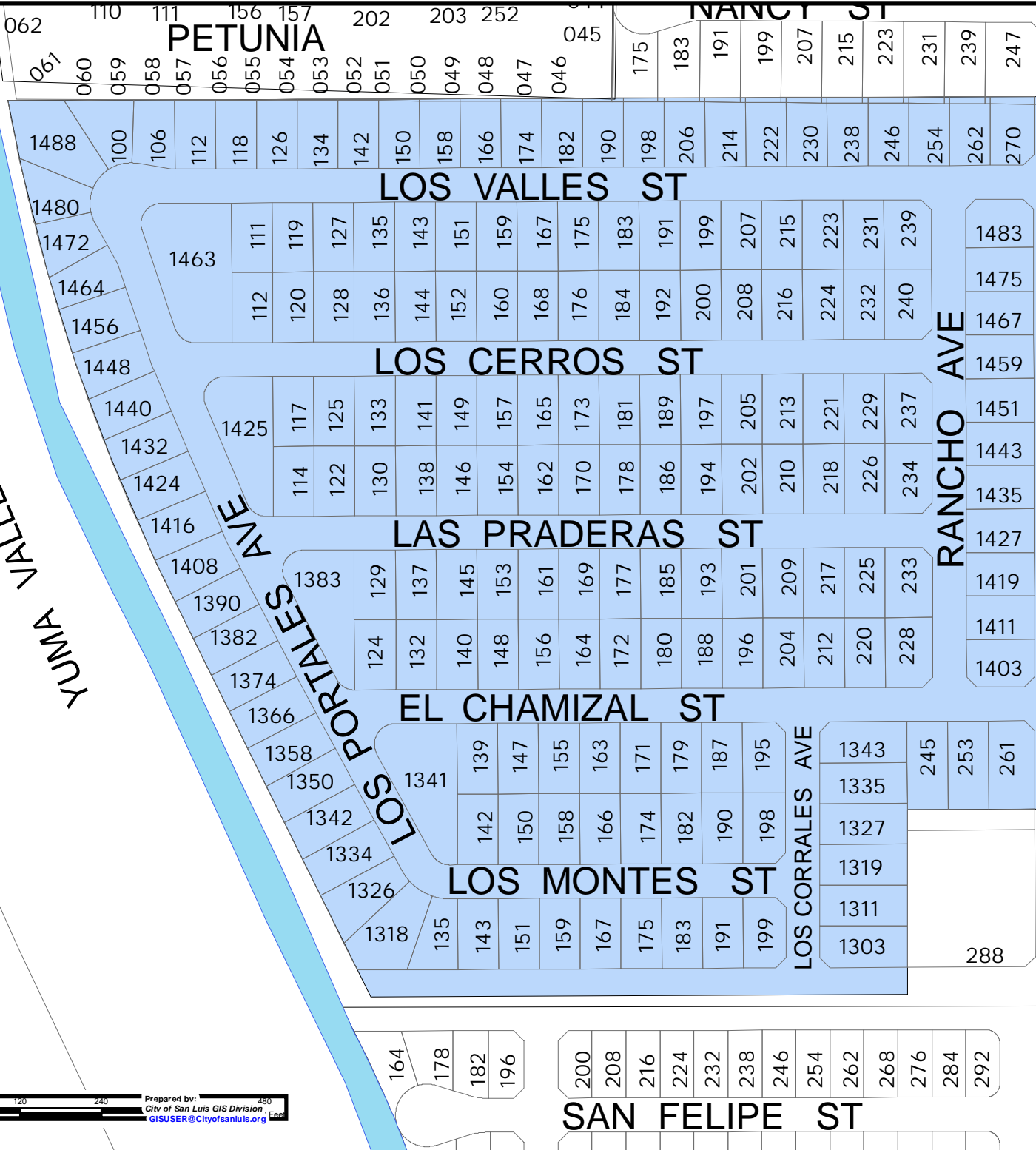
3. If any delay is caused to the Engineer by order of the City to change the design or plans; or by failure of the City to designate right-of-way, or to supply or cause to be supplied any data not otherwise available to the Engineer that is required in performing the work described; or by other delays 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.

RANCHO LOS OROS

WEST
YUMA VALLEY LEVEE





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.E.

Meeting Date: 02/13/2019

Department Head: Jenny Torres, Economic Development Manager, Administration, Economic Development

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding an Independent Contractor Agreement with Nazzer O. Mendez to provide professional services for the 4FrontED Binational Region. **(Jenny Torres, Economic Development Manager)**

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 Executive Director 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 annual salary of \$50,000.00 for the independent contractor services for fiscal year 2018-2019.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE INDEPENDENT CONTRACTOR AGREEMENT WITH NAZZER O. MENDEZ FOR \$50,000.00 FOR PROFESSIONAL SERVICES FOR THE 4FrontED BINATIONAL REGION PROGRAM WITH FUNDING FROM THE CONTRIBUTING GOVERNMENTS.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$50,000.00
BUDGETED AMOUNT:	\$50,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	4Fronted/100-20357/\$79,441.54
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	
4FrontED Account No. 100-20357	

Attachments

Agreement

**CITY OF SAN LUIS
INDEPENDENT CONTRACTOR AGREEMENT
FOR 4FRONTED EXECUTIVE DIRECTOR**

This Independent Contractor Agreement (“Agreement”) entered into this 13th day of February, 2019, between CITY OF SAN LUIS (“CITY”), a municipal corporation, with its principal office located at 1090 E. Union Street, San Luis, Arizona, 85349, and Nazzer O. Mendez an individual, with an address of 3591 W. 22nd Street, Unit E, Yuma, Arizona, 85364 (“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 Yuma County, 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.; Imperial County, California, U.S.A.; San Luis Rio Colorado, Sonora, Mexico; and regions within Baja California, Mexico.

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 executive director of a 4FrontedED Bi-National Region Under the CITY OF SAN LUIS on the 13th day of February, 2019 (“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 executive director position;

WHEREAS, a panel of members held interviews seeking to hire a part-time and bi-lingual director to serve in the position of Bi-National executive director 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 executive director 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 executive director 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 an annual contract salary of \$50,000 paid in equal monthly installments of Four Thousand One Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$4,166.67) 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 February 13th, 2019, and continue until January 31st, 2020, 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.

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.

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 A. De La Hoya, City Manager
City of San Luis
1090 E. Union Street
San Luis, Arizona 85349
(928) 341-8520 office

If to Contractor: Nazzer O. Mendez
3591 W. 22nd Street, Unit E
Yuma, Arizona 85364
(602) 472-1573

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 executive director, effective as of the date above.

CITY OF SAN LUIS

CONTRACTOR

By: Tadeo A. De La Hoya
Its: City Manager

By: Nazzar O. Mendez
Its:

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 2017-2018 Budget

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
REVENUE													
Yuma County													\$ 12,836.00
Town of Wellton													\$ 620.00
City of Yuma													\$ 19,590.00
City of Somerton													\$ 3,152.00
City of San Luis													\$ 6,800.00
2017-2018 carry over funds													\$ 33,090.07
Donations													\$ -
Total Revenue													\$ 76,088.07
EXPENSES													
Office Supplies			\$ 50.00			\$ 50.00			\$ 50.00			\$ 50.00	\$ 200.00
Other Supplies	drinks, coffee		\$ 20.00			\$ 20.00			\$ 20.00			\$ 20.00	\$ 80.00
External Printing	letterhead, business cards		\$ 300.00						\$ 300.00				\$ 600.00
Subscriptions	AMC						\$ 250.00						\$ 250.00
Postage			\$ 50.00						\$ 50.00				\$ 100.00
Minor Tool/equipment	laptop							\$ 1,200.00					\$ 1,200.00
Miscellaneous	catering			\$ 100.00		\$ 100.00			\$ 100.00			\$ 100.00	\$ 400.00
Contractual Services	Executive Director	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,174.00	\$ 50,000.00
Special services	website support/hosting	\$ 70.00	\$ 55.00	\$ 100.00	\$ 55.00	\$ 55.00	\$ 100.00	\$ 55.00	\$ 55.00	\$ 100.00	\$ 55.00	\$ 55.00	\$ 855.00
Travel and Per Diem	AMC			\$ 1,000.00			\$ 1,000.00		\$ 1,000.00			\$ 1,000.00	\$ 4,000.00
Conference/Registration				\$ 300.00			\$ 300.00		\$ 300.00			\$ 300.00	\$ 1,200.00
Sponsorships									\$ 2,000.00				\$ 2,000.00
Total Expenses													\$ 60,485.00
Total Budget													\$ 15,603.07



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.F.

Meeting Date: 02/13/2019

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. 2063. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into the 4FrontED Binational Program through an amended and restated intergovernmental agreement with the Town of Wellton, the cities of Somerton and Yuma, and Yuma County for the continued support of economic development of the greater Yuma region. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

The City of San Luis and its member agencies composed of the City of Yuma, the City of Somerton, the Town of Wellton and Yuma County expressed an interest in continuing 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 program's goals. The funding mechanism approved by all member agencies is twenty cents (.20¢) per capita using the 2017 population census estimate of 35,289. The city's contribution to this effort is **\$7,058.00**. Resolution No. 2063 will adopt the updated IGA as previously approved through Resolutions No. 1155 and No. 1164 by the San Luis City Council.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2063.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$7,058.00
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000/Contractual Services/Remaining Balance \$112,855.73

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. 2063

Amended 4FrontED IGA



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2063

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO THE 4FRONTED BINATIONAL PROGRAM THROUGH AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF WELLTON, THE CITIES OF SOMERTON AND YUMA, AND YUMA COUNTY FOR THE CONTINUED SUPPORT OF ECONOMIC DEVELOPMENT OF THE GREATER YUMA REGION.

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

Section 1. that it is deemed in the best interest of City of San Luis and its residents that the city enter into an Amended and Restated Intergovernmental Agreement with the Town of Wellton, the cities of Somerton and Yuma, and Yuma County for the continued support of economic development of the greater Yuma region;

Section 2. that a true copy of said Intergovernmental Agreement is incorporated herein as though fully set forth again in full;

Section 3. that the Mayor or City Manager and his designee are hereby authorized and directed to execute this Amended and Restated Intergovernmental Agreement on behalf of the City of San Luis and to take any and all actions as may be necessary to put the agreement into effect; and

Section 4. that the San Luis City Clerk and her designee are authorized and directed to maintain this Amended and Restated Intergovernmental Agreement in the official files of the City Clerk and to deliver it to the other Parties to said Agreeemnt.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____ day of January 2019.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

**AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT OF THE
4FRONTED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION**

This Amended and Restated Agreement (this “Agreement”) is made as of the date of the last governing agencies’ signature below, this ____ day of _____, 2019, (the “Agreement Date”).

This Agreement is made among the following governmental agencies:

City of San Luis, an Arizona municipal corporation
1090 East Union Street
San Luis, Arizona 85349 (“San Luis”);

City of Somerton, an Arizona municipal corporation
110 North State Avenue
Somerton, Arizona 85350 (“Somerton”);

Town of Wellton, an Arizona municipal corporation
28634 Oakland Avenue
Wellton, Arizona 85356 (“Wellton”);

City of Yuma, an Arizona municipal corporation with Charter
One City Plaza
Yuma, Arizona 85364 (“Yuma”) and

County of Yuma, a body corporate and politic of the State of Arizona
198 West Main Street
Yuma, Arizona 85364 (the “County”).

The above governmental agencies may be referred to individually as a “Party,” and collectively as the “Parties” or as the “Cities and County.” The governmental agencies which are municipalities may be referred to collectively as the “Cities.” The Cities and County comprise a funding committee of the area inside Yuma County for the sole purposes of this Agreement.

RECITALS

- A. The Parties entered into an Intergovernmental Agreement dated September 19, 2016, to promote economic development of the Region (the “Original Agreement”).
- B. The County and the Cities joining in this Agreement wish to continue to have a formalized

multilateral relationship to promote growth and expand economic opportunities in Yuma County, Arizona, U.S.A.; Imperial County, California, U.S.A.; San Luis Rio Colorado, Sonora, Mexico; and regions within Baja California, Mexico.

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

Binational Cluster Development

1. Identify, map, and define binational regional business clusters such as advanced manufacturing opportunities. Establish and 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 ExporTech Boot Camp.
 - Further leverage the economic benefit of the agriculture trade moving through the San Luis II 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-added 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 develop 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 Investing in Manufacturing Communities Partnership (IMCP) 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.

2. Strengthen Binational Workforce Development.

- Broaden the educational exchange among 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, Arizona State University, University of Arizona and other institutions of higher learning to target advanced degrees to maquila managers or leadership.

3. 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.

4. Leverage port of entry and border infrastructure investments.

- Aggressively promote the San Luis commercial port of entry, San Luis II Port of Entry.
- Continue to pursue improvements to the ports of entry.

- Pursue increased ports of entry staffing to improve efficiencies of border crossings.
 - Build cross-border public transportation, bicycling and pedestrian improvements.
5. Spur innovation and entrepreneurship.
- 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.
6. Maximize developable industrial land.
- Move forward with economic development strategies to ensure that the industrial border land is ready for manufacturing facilities. Focus on project readiness of industrial sites.
7. Continue to improve regional infrastructure.
- The Cities of San Luis, San Luis Rio Colorado, Somerton, Wellton, Yuma and Yuma County 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.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, and the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby 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 meaning:

1.1 “Binational Program” means the 4FrontED Binational Program for attracting businesses for

regional economic development and growth as described in this Agreement.

1.2 “Region” means Yuma County, Arizona, U.S.A.; Imperial County, California, U.S.A.; San Luis Rio Colorado, Sonora; and regions within Baja California, Mexico.

SECTION TWO. GENERAL PROVISIONS

2.1 San Luis is the “Fiscal Agent” responsible for administering the funds for the Binational Program. The Fiscal Agent is the Finance Director for the City of San Luis. San Luis shall only use the funds for the objectives stated in this Agreement’s recitals, and the funds expended, shall not exceed the one-year budget as set forth in Exhibit A, attached hereto and incorporated herein by reference. The Fiscal Agent shall not distribute and expend any funds without the prior authorization from the Executive Director and or at least one other Party. The Fiscal Agent is responsible for the engagement of the services of the Executive Director, as defined in this section, along with the rest of the Cities and the County, and for preparing and providing expenses and budget reports to the other Cities and the County on a quarterly basis. The reports shall be prepared in accordance with generally accepted accounting principles.

2.2 Through their respective budgeting processes, the Parties shall budget for and contribute to the funding of services for a bilingual and bi-cultural executive director (“Executive Director”) and related economic activities. Each Parties funding amount shall be based on twenty cents (20¢) per capita and using the Parties’ 2017 population estimates from the Arizona Department of Revenue, attached hereto as a part of Exhibit A, and incorporated herein by reference. The 2017 population estimates and respective Parties contribution is as follows:

Location	Population	Contribution
San Luis, AZ	35,289	\$ 7,058.00
Somerton	17,103	\$ 3,421.00
Wellton	3,171	\$ 634.00
Yuma City	101,620	\$ 20,324.00
Yuma County ¹	64,465	\$ 12,893.00
Total	221,648	\$ 44,330.00

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

The contributions shall be adjusted on an annual basis based on the Arizona Department of Revenue population estimates and on the recommendation of the 4FrontED staff and the approval of all of the Parties through their respective budgeting and procurement procedures. The funds should be submitted to the Fiscal Agent by August 1st of each year.

2.3 The County and the Cities may, through the Fiscal Agent, engage the services of an Executive Director to manage the Binational Program. The Executive Director responsibilities include, but are not limited to, maintaining websites and social media accounts for 4FrontED, preparing and giving presentations to large groups, promoting the binational Region and being the main link between organizations on both sides of the border.

2.4 The County and the Cities shall, through the Fiscal Agent, contract with any other contractor(s) or entity/entities to meet the goals as stated in this Agreement.

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

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 Parties 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. Any such Party shall diligently endeavor to remove or overcome such inability with all reasonable dispatch. If a Party cannot remove or overcome its force majeure, then such Party may terminate its participation in this Agreement by providing 30 days of written notice to the other Parties. 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 on account of any other causes not reasonably within the control of the Party.

SECTION FOUR. TERM OF AGREEMENT; EXTENSION; RENEWAL

4.1 Original Agreement: The term of the Original Agreement was from September 19, 2016, to September 19, 2017. The Original Agreement is attached hereto at Exhibit B.

4.2 Extension: This Agreement extends the term of the Original Agreement retroactively. The term of Original Agreement shall terminate as of the Agreement Date of this Agreement.

4.3 Effective: This Agreement shall be effective upon the Agreement Date. The Agreement Date is the date the last Party signs this Agreement. There shall be no gap in time between the extension of the Original Agreement and the Agreement Date.

4.4 Term: The term of this Agreement shall be from the Agreement Date for a period of five years and shall automatically renew for up to five successive one-year terms (the “Renewal Terms”) unless terminated by all of the Parties pursuant to the terms of this Subsection 4.6 below.

4.5 Termination by Individual Party: With or without cause, a Party may terminate its participation in this Agreement upon providing all the other Parties written notice of termination a minimum of thirty (30) days prior to the termination date. Following termination of participation by one or more Parties, this Agreement shall remain in full effect with respect to the remaining participating Parties. If an individual Party terminates its participation in the Agreement, such Party shall not receive a reimbursement of the funds it contributed pursuant to this Agreement except as set forth in Section 4.9.

4.6 Termination of Entire Agreement: If all Parties terminate this Agreement, this Agreement shall terminate within 30 days of termination. The Agreement terminates upon all but one of the Parties electing to terminate their participation in this Agreement pursuant to Section 4.5 above.

4.7 Termination by Failure to Contribute: If a Party fails to contribute the amount required pursuant to Subsection 2.2 above, the Fiscal Agent may request said contribution from the Party in breach. If within twelve months from the date of the request for contribution, the Party has not cured its breach, then the breaching Party shall be deemed to have terminated its participation in this Agreement. A Party may reinstate its participation in this Agreement by making its contribution pursuant to Subsection 2.2 above, in the amount applicable to the year the Party wishes to reinstate.

4.8 Continuation Subject to Appropriation: Each Party is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during such Party’s then current fiscal year. Each Party’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the Party concerning budgeted purposes and appropriations of funds. Should any Party elect not to appropriate and budget funds to pay its obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and such Party shall be relieved of any subsequent obligation under this Agreement. The Parties agree that each Party has no obligation or duty of good faith to budget or appropriate the payment of the Party’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Each Party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of any Party to make any payment pursuant to this Agreement is not a general obligation or indebtedness of such Party. The Parties hereby waive any and all rights to bring any claim against each other from or relating in any way to any Party’s termination of this Agreement pursuant to Subsection 4.7.

4.9 Disposition of Funds: Upon termination or expiration of this Agreement, the Fiscal Agent shall return any and all remaining unexpended funds to the Cities and the County in a pro-rata proportion of the amounts originally contributed by each Party.

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. 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. 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, and the counterparts may be exchanged by electronic transmission (including by email), each of which shall be deemed to be an original, but all of which together constitute one and the same instrument.

SECTION SEVEN. WORKERS' COMPENSATION

For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

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SECTION EIGHT. INDEMNIFICATION

To the extent permitted by law, each Party to this Agreement agrees (as indemnitor) to indemnify, defend, and hold harmless every other Party (as indemnitee) from and against any and all claims, losses, fines, penalties, damages, judgments, liabilities, costs, or expenses (including reasonable attorney fees) (collectively, "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused, in whole or in part, by the negligent acts, directives, errors, omissions, or misconduct, or other fault of the Indemnitor may be legally liable. The Indemnitee and Indemnitor shall cooperate with each other in fulfilling their obligations under this section. Within ten (10) day after indemnitee receives a notice of claim that is likely to become subject to this indemnity provision, such Party shall provide written notice to the indemnitor(s) ("Claim Notice"). Indemnitee's failure to provide a Claim Notice to indemnitor does not relieve indemnitor of any liability that indemnitor may have to indemnitee, but in no event shall indemnitor be liable for any Claims that result from a delay in providing a Claim Notice. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related Claims (to the extent that the nature and amount of the Claims are known at the time). Indemnitee shall furnish promptly to indemnitor copies of all papers and official documents received in respect of any Claims. The obligations under this Section Eight shall survive a Party's individual termination of its participation and the termination of this Agreement as a whole.

SECTION NINE. INSURANCE COVERAGE

The Parties shall have for the duration of their participation in this Agreement insurance coverage in the U.S. Dollar amounts listed in the below table, and shall provide proof to any other Party upon request. If a Party carries out the terms of this Agreement in Mexico, that Party shall obtain Mexican Insurance in sufficient amount to cover those activities.

General Liability per Occurrence	\$2,000,000
General Liability in the Aggregate	\$6,000,000
Auto combined single limit	\$2,000,000
Workers' Compensation	Arizona Statutory Limits
All Workers' Compensation Employer Liability	\$1,000,000

SECTION TEN. MISCELLANEOUS PROVISIONS

10.1 Compliance with the Law: The Parties agree to comply with all federal, state, and local statutes, laws, ordinances, rules, and regulation including but not limited to

conflicts of interest at A.R.S. § 38-511 and e-verify at A.R.S. §41-4401 and 23-214. The Parties certify by signing this Agreement that they do not participate in and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01.

10.2 Notices: All notices to be given under this Agreement, or which may be given by any Party to the other Parties, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by: (i) deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid, (ii) personal delivery by a process server or (iii) sent by a nationally recognized courier (e.g., Federal Express, UPS) and addressed to the City Manager and City Attorney or County Administrator and County Attorney of each respective Party at their official addresses.

10.3 Waiver: No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

10.4 Headings: The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of the provisions of the Agreement.

10.5 Authority: The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement.

10.6 Amendment of the Agreement: No changes or additions are to be made to this Agreement except by written amendment executed by all of the Parties.

10.7 Governing Law: The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.

10.8 Venue:The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona or in the United State District Court for the District of Arizona at the election of the plaintiff in such legal action and the Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

10.9 No Third-Party Beneficiaries: There are no third-party beneficiaries to this Agreement, and no person or entity not a Party shall have any right or cause of action under this Agreement.

10.10 No Agency Created: It is not intended by this Agreement to, and nothing contained in this Agreement shall create any partnership, joint venture or other similar arrangements among the Parties.

10.11 No Personal Liability: No member, official, or employee of the Parties shall be personally liable for any breach of this Agreement.

10.12 Time is of the essence: Time is of the essence in this Agreement.

10.13 Entire Agreement: This Agreement, including its Exhibits, which are incorporated herein by this reference, constitutes the entire Agreement among the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded and merged in this Agreement.

The Parties have executed this Agreement in Yuma County, Arizona as of the date of their respective signatures set forth below.

[Intentionally left blank, signature pages follow.]

CITY OF SAN LUIS

Gerardo Sanchez, Mayor

Date: _____

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she has reviewed the above Agreement on behalf of her client and (ii) as to her client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Kay Marion Macuil, City Attorney

CITY OF SOMERTON

Gerardo Anaya, Mayor

Date: _____

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Jorge Lozano, City Attorney

TOWN OF WELLTON

Cecilia C. McCollough, Mayor

Date: _____

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she has reviewed the above Agreement on behalf of her client and (ii) as to her client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Nicholle Harris, Town Attorney

CITY OF YUMA

Douglas J. Nicholls, Mayor

Date: _____

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Richard W. Files, City Attorney

COUNTY OF YUMA

Marco Antonio Reyes, Chair of the Board of Supervisors

Date: _____

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Jon R. Smith, Yuma County Attorney

EXHIBIT A
TO
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT OF THE
4FrontED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

[Budget and 2017 Population Estimates]

Location	Population	Contribution
San Luis, AZ	35,289	\$ 7,058.00
Somerton	17,103	\$ 3,421.00
Wellton	3,171	\$ 634.00
Yuma City	101,620	\$ 20,324.00
Yuma County ¹	64,465	\$ 12,893.00
Total	221,648	\$ 44,330.00

EXHIBIT B
TO
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT OF THE
4FrontED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

[Original Agreement]

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

This AGREEMENT is made on this 25th day of October 2017 (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.

- C. The Binational program shall meet the goals in the border business case incorporated in this Agreement.
- D. 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.
- E. 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.
- F. The County and the Cities shall work with San Luis Rio Colorado, Sonora, Mexico and other Mexico cities as deemed appropriate.
- G. 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 25th day of October 2017 and shall have a term of one year, ending the 25th day of October 2018 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.

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: 

Gerardo Sanchez
Mayor

This 28 day of December 2017

The City of Somerton

By: 

Jose Yopez
Mayor

This 4 day of December 2017

The Town of Wellton

By: 

Cecilia C. McCollough
Mayor

This 2nd day of November 2017

The City of Yuma

By: 

Douglas Nicholls
Mayor

This 9th day of November 2017

The County of Yuma

By: 

Marco A. (Tony) Reyes
Chair of the County Board of Supervisors

This 16th day of October 2017

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 25 day of October, 2017

Kay Marion Macuil
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 4th day of December, 2017

Jorge Lozano
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 31st day of Oct., 2017

Gary Verburg
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 7 day of November, 2017

Richard W. Files
Richard W. Files
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 16th day of October, 2017

Jon R. Smith

Jon R. Smith
Yuma County Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.A.

Meeting Date: 02/13/2019

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

Submitted By: Manuel Rojas, Assistant Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of two (2) 2019 Ford F150 Crew Cab 4x2 trucks and one (1) 2019 Ford F250 4x2 Crew Cab service truck for the Public Works Department, Wastewater Division. **(Manuel Rojas, Assistant Director of Public Works)**

SUMMARY:

As presented in the Fiscal Budget 2019 presentation, staff recommends the purchase of three (3) vehicles for Wastewater Division, one (1) Service truck, and two (2) Ford F-150 vehicles. The subject purchase is replacing one (1) current unit which is out of order and two (2) new units to assist in our daily maintenance duties. The new trucks would enable the Wastewater Division to meet the growing community's customer service needs and the department's goals. Staff contacted Alexander Ford in Yuma, Arizona and the local vendor provided quotes totaling the amount of **\$90,884.82**. As shown by the Peoria Ford, ADSP017-166117 state contract, the bidding prices attached, the bidding process is not likely to result in a lower price. Therefore, staff requests waiving the formal purchasing requirements as is allowed under San Luis City Code-Purchasing Section 36.01(H) and recommends the approval to purchase the vehicles from Alexander Ford.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF THE THREE (3) PUBLIC WORKS-WASTEWATER DIVISION VEHICLES FOR \$90,884.82 AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	yes
CITY/STATE/FEDERAL FUNDS:	Enterprise Funds
TOTAL:	\$90,884.82
BUDGETED AMOUNT:	\$99,000.00
AVAILABLE AMOUNT TO TRANSFER:	\$0.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	310-311-90000 Capital Outlay - Equipment \$98,930.40

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

Approved FY2019 purchase of 3 vehicles for Public Works - Wastewater Division.

Wastewater Division - 310-311-9000 - Capital Outlay-Equipment - \$98,930.40

Attachments

F150 Quote

F250 Service Truck Quote

State Bid Pricing - ADSP017-166117 - Peoria Ford



Date: 12/14/2018

Name _____

City Of San Luis

Address _____

Home Telephone _____ Business Telephone _____ E-Mail _____

Vehicle _____

2019 FORD TRKS F-150 2WD W1C SuperCrew XL

Stock No. _____ VIN _____ Color _____ Odometer _____

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RETAIL	
Retail Price	\$36,190.00
Savings	\$12,560.00
Selling Price	\$23,630.00
Options	\$0.00
Sub-Total	\$23,630.00
*Fees	\$652.32
**SalesTax	\$1,987.76
Net Sales Price	<u>\$26,270.08</u>

* Fees include: Air Quality/public safety \$33.50, Registration \$8.00, Tire Fee \$5.00, Title \$4.00, Trans Plt \$12 Add #3 \$12.00, VLT/Lieu Tax \$589.82

**Finance Tax City 1.7000%, Finance Tax County 1.1120%, Finance Tax State 5.6000%

Customer Approval

Management Approval

Retail payments are an estimate and may vary among lending institutions. Tax rules may vary per state. The final terms of your loan may differ depending on the actual terms of the financial institution's acceptance and are negotiable. Retail Net Sales Price is based on 0 down payment.

This quote is valid until: 12/21/2018



Name
 City Of San Luis

Address

Home Telephone

Business Telephone

E-Mail

Vehicle

2019 FORD TRKS F-250 SUPER DUTY 2WD W2A Crew Cab XL

Stock No. VIN Color Odometer

RETAIL	
Retail Price	\$40,965.00
Savings	\$14,731.53
Selling Price	\$26,233.47
Options	\$8,510.00
Sub-Total	\$34,743.47
*Fees	\$678.57
**SalesTax	\$2,922.62
Net Sales Price	<u>\$38,344.66</u>

* Fees include: Air Quality/public safety \$33.50, Registration \$8.00, Tire Fee \$5.00, Title \$4.00, VLT/Lieu Tax \$628.07

**Finance Tax City 1.7000%, Finance Tax County 1.1120%, Finance Tax State 5.6000%

Customer Approval

Retail payments are an estimate and may vary among lending institutions. Tax rules may vary per state. The final terms of your loan may differ depending on the actual terms of the financial institution's acceptance and are negotiable. Retail Net Sales Price is based on 0 down payment.

This quote is valid until: 12/27/2018

Management Approval

ADSP017-166117-Peoria Ford
Current Vehicles, New Purchases Statewide Pricing

PFVT Motors, LLC Pricing for Light Duty Vehicles								
Make	Model	Model Code	Fuel	Additional Description	MSRP	2017 Base Pricing	2018 Base Pricing2	2019 Base Pricing
FORD	CMAX	P5A	Hybrid	5DR FHEV SE SERIES	\$24,995.00	\$21,628.66	\$21,959.46	No Bid
FORD	CMAX	P5E	Electric	5DR PHEV SE SERIES PLUG IN	\$27,995.00	\$23,060.28	No Bid	No Bid
FORD	ECONOLINE	E3F	Unleaded	E350 Cutaway	\$34,035.00	\$24,504.09	\$25,387.49	\$26,312.29
FORD	ECONOLINE	E4F	Unleaded	E450 Cutaway	\$36,480.00	\$26,649.09	\$27,532.49	\$28,457.29
FORD	EDGE	K3G	Unleaded	SE FWD	\$29,845.00	\$25,237.48	\$25,910.28	\$27,054.88
FORD	EDGE	K4G	Unleaded	SE AWD	\$31,340.00	\$26,586.48	\$27,701.28	\$28,844.88
FORD	ESCAPE	U0F	Unleaded	S 4X2	\$24,645.00	\$18,361.26	\$18,881.06	\$19,560.66
FORD	EXPEDITION	U1F	Unleaded	XL 4X2	\$44,870.00	\$30,039.06	\$36,139.66	\$37,075.86
FORD	EXPEDITION	U1G	Unleaded	XL 4X4	\$48,210.00	\$32,986.06	\$38,807.66	\$39,819.86
FORD	EXPEDITION EL	K1F	Unleaded	EL XL 4X2	\$47,645.00	\$33,084.06	\$39,423.66	\$40,356.86
FORD	EXPEDITION EL	K1G	Unleaded	EL XL 4X4	\$50,665.00	\$35,753.06	\$42,090.66	\$43,107.86
FORD	EXPLORER	K7B	Unleaded	BASE FWD	\$32,605.00	\$24,718.13	\$25,394.93	\$26,182.53
FORD	EXPLORER	K8B	Unleaded	BASE 4WD	\$34,755.00	\$26,647.13	\$27,324.93	\$28,111.53
FORD	F150	F1C	Unleaded	F150 4X2 SS R/CAB	\$29,640.00	\$19,213.31	\$19,810.91	\$21,096.11
FORD	F150	F1E	Unleaded	F150 4X4 SS R/CAB	\$34,445.00	\$23,049.31	\$24,133.91	\$24,733.11
FORD	F150	W1C	Unleaded	F150 4X2 SS CREW	\$36,355.00	\$23,754.31	\$24,350.91	\$24,858.11
FORD	F150	W1E	Unleaded	F150 4X4 SS CREW	\$40,595.00	\$27,474.31	\$28,071.91	\$28,579.11
FORD	F150	X1C	Unleaded	F150 4X2 SS S/CAB	\$33,900.00	\$21,387.31	\$22,468.91	\$22,691.11
FORD	F150	X1E	Unleaded	F150 4X4 SS S/CAB	\$38,060.00	\$25,037.31	\$25,634.91	\$26,342.11
FORD	FIESTA	P4A	Unleaded	4 Door Sedan S	\$15,630.00	\$13,517.28	\$14,248.08	\$14,449.68
FORD	FLEX	K5B	Unleaded	SE FWD	\$30,920.00	\$26,201.03	\$26,784.83	\$27,576.43
FORD	FLEX	K6C	Unleaded	SEL AWD	\$35,575.00	\$30,032.03	\$30,614.83	\$31,411.43
FORD	FOCUS	P3E	Unleaded	S 4-Door Sedan	\$18,745.00	\$14,641.18	\$15,945.98	No Bid
FORD	FOCUS	P3R	Electric	BEV 5-Door Sedan	\$29,995.00	\$25,831.00	No Bid	No Bid
FORD	DUTY	F2A	Unleaded	F250 4X2 R/C PU SRW	\$36,110.00	\$23,174.87	\$23,586.07	\$24,624.47
FORD	DUTY	F2B	Unleaded	F250 4X4 R/C PU SRW	\$39,005.00	\$25,712.87	\$26,124.07	\$27,162.47
FORD	DUTY	F3A	Unleaded	F350 4X2 R/C PU SRW	\$37,280.00	\$25,801.87	\$26,212.07	\$27,251.47
FORD	DUTY	F3B	Unleaded	F350 4X4 R/C PU SRW	\$40,180.00	\$27,343.87	\$27,754.07	\$28,793.47
FORD	DUTY	F3C	Unleaded	F350 4X2 R/C PU DRW	\$38,730.00	\$26,274.87	\$26,686.07	\$27,724.47
FORD	DUTY	F3D	Unleaded	F350 4X4 R/C PU DRW	\$41,625.00	\$29,212.87	\$29,624.07	\$30,662.47
FORD	DUTY	W2A	Unleaded	F250 4X2 Crew PU SRW	\$40,130.00	\$26,711.87	\$27,123.07	\$27,825.47

ADSP017-166117-Peoria Ford
Current Vehicles, New Purchases Statewide Pricing

FORD	DUTY	W2B	Unleaded	F250 4X4 Crew PU SRW	\$43,030.00	\$29,253.87	\$29,665.07	\$30,367.47
FORD	DUTY	W3A	Unleaded	F350 4X2 Crew PU SRW	\$41,305.00	\$28,542.87	\$28,953.07	\$29,656.47
FORD	DUTY	W3B	Unleaded	F350 4X4 Crew PU SRW	\$44,210.00	\$31,689.87	\$32,100.07	\$32,802.47
FORD	DUTY	W3C	Unleaded	F350 4X2 Crew PU DRW	\$42,950.00	\$30,787.87	\$31,198.07	\$31,903.47
FORD	DUTY	W3D	Unleaded	F350 4X4 Crew PU DRW	\$45,850.00	\$33,129.87	\$33,540.07	\$34,245.47
FORD	DUTY	W4D	Diesel	F450 4X4 Crew Cab DRW	\$57,655.00	\$46,904.65	\$47,316.95	\$48,218.85
FORD	DUTY	X2A	Unleaded	F250 4X2 Super PU SRW	\$38,445.00	\$25,243.87	\$25,655.07	\$26,357.47
FORD	DUTY	X2B	Unleaded	F250 4X4 Super PU SRW	\$41,345.00	\$27,785.87	\$28,192.07	\$28,894.47
FORD	DUTY	X3A	Unleaded	F350 4X2 Super PU SRW	\$39,620.00	\$27,475.87	\$27,886.07	\$28,588.47
FORD	DUTY	X3B	Unleaded	F350 4X4 Super PU SRW	\$42,520.00	\$29,217.87	\$29,427.07	\$30,330.47
FORD	DUTY	X3C	Unleaded	F350 4X2 Super PU DRW	\$41,265.00	\$28,919.87	\$29,130.07	\$30,033.47
FORD	DUTY	X3D	Unleaded	F350 4X4 Super PU DRW	\$44,160.00	\$32,257.87	\$32,467.07	\$33,372.47
FORD	FUSION	P0G	Unleaded	S FWD	\$22,995.00	\$17,729.78	\$17,385.58	\$18,495.18
FORD	FUSION	P0S	Hybrid	SE PHEV FWD	\$31,995.00	\$27,620.78	\$26,813.58	\$30,171.18
FORD	FUSION	P0L	Hybrid	S HYBRID	\$26,170.00	\$22,973.78	\$23,002.58	\$25,203.18
FORD	MUSTANG	P8T	Unleaded	V6 Coupe	\$27,535.00	\$23,714.28	\$23,227.08	\$23,890.68
FORD	TAURUS	P2D	Unleaded	SE FWD	\$28,220.00	\$20,229.03	\$20,778.83	\$21,529.43
FORD	TRANSIT	E1C	Unleaded	T150 MED ROOF VAN W/MED WHEELBASE SLIDING PASS CARGO DOOR 8600# GVWR	\$35,285.00	\$24,714.06	\$25,904.66	\$27,088.86
FORD	TRANSIT	E1D	Unleaded	T150 MED ROOF VAN W/MED WHEELBASE DUAL SLIDING DOORS 8600# GVWR	\$35,935.00	\$25,284.06	\$26,475.66	\$27,658.86
FORD	TRANSIT	E1Y	Unleaded	PASS CARGO DOOR 8600# GVWR	\$35,400.00	\$22,808.06	\$23,876.66	\$25,073.86
FORD	TRANSIT	E1Z	Unleaded	CARGO DOOR 8600# GVWR	\$35,250.00	\$22,676.06	\$23,744.66	\$24,941.86
FORD	TRANSIT	E2C	Unleaded	PASS CARGO DOOR 8600# GVWR	\$36,985.00	\$26,205.06	\$27,396.66	\$28,602.86
FORD	TRANSIT	E2D	Unleaded	SLIDING DOORS 8600# GVWR	\$37,635.00	\$26,775.06	\$27,967.66	\$29,172.86
FORD	TRANSIT	E2Y	Unleaded	PASS CARGO DOOR 8600# GVWR	\$36,250.00	\$23,553.06	\$24,622.66	\$25,844.86
FORD	TRANSIT	E9Z	Unleaded	CARGO DOOR 8600# GVWR	\$36,100.00	\$23,421.06	\$24,490.66	\$25,709.86
FORD	TRANSIT	F4U	Unleaded	EXTENDED LENGTH DUAL SLIDING CARGO DOORS 9950# GVWR DRW	\$43,525.00	\$31,944.06	\$33,135.66	\$35,931.86
FORD	TRANSIT	F4X	Unleaded	EXTENDED LENGTH SLIDING PASS CARGO DOOR 9950# GVWR DRW	\$42,875.00	\$31,374.06	\$32,565.66	\$35,361.86
FORD	TRANSIT	F6P	Unleaded	T350 HD DRW CUTAWAY W/MED WHEELBASE	\$32,658.00	\$22,418.06	\$23,433.66	\$24,600.86
FORD	TRANSIT	F6Z	Unleaded	T350 HD CHASSIS CAB W/MED WHEELBASE	\$33,233.00	\$22,422.06	\$23,438.66	\$24,604.86
FORD	TRANSIT	F8P	Unleaded	T350 HD DRW CUTAWAY W/LONG WHEELBASE	\$33,108.00	\$22,313.06	\$23,328.66	\$24,495.86
FORD	TRANSIT	F8Z	Unleaded	T350 HD DRW CHASSIS CAB W/LONG WHEELBASE	\$33,683.00	\$22,817.06	\$23,833.66	\$24,999.86
FORD	TRANSIT	F9P	Unleaded	WHEELBASE	\$33,858.00	\$22,971.06	\$23,986.66	\$25,153.86
FORD	TRANSIT	F9Z	Unleaded	T350 HD DRW CHASSIS CAB W/LONG WHEELBASE	\$34,433.00	\$23,475.06	\$24,991.66	\$26,157.86

ADSPO17-166117-Peoria Ford
Current Vehicles, New Purchases Statewide Pricing

FORD	TRANSIT	K1C	Unleaded	SLIDING PASS CARGO DOOR 8600# GVWR	\$38,925.00	\$27,610.06	\$28,774.66	\$29,957.86
FORD	TRANSIT	K1Y	Unleaded	SLIDING PASS CARGO DOOR 8600# GVWR	\$38,475.00	\$26,693.06	\$27,001.66	\$28,185.86
FORD	TRANSIT	K1Z	Unleaded	CARGO DOOR 8600# GVWR	\$38,325.00	\$26,561.06	\$26,870.66	\$28,053.86
FORD	TRANSIT	R1C	Unleaded	PASS CARGO DOOR 9000# GVWR	\$36,235.00	\$25,547.06	\$26,738.66	\$27,922.86
FORD	TRANSIT	R1D	Unleaded	SLIDING DOORS 9000# GVWR	\$36,885.00	\$26,118.06	\$27,308.66	\$28,492.86
FORD	TRANSIT	R1Y	Unleaded	PASS CARGO DOOR 9000# GVWR	\$36,350.00	\$23,641.06	\$24,709.66	\$25,907.86
FORD	TRANSIT	R1Z	Unleaded	CARGO DOOR 9000# GVWR	\$36,200.00	\$23,510.06	\$24,578.66	\$25,775.86
FORD	TRANSIT	R2C	Unleaded	PASS CARGO DOOR 9000# GVWR	\$37,935.00	\$27,039.06	\$28,230.66	\$29,436.86
FORD	TRANSIT	R2D	Unleaded	SLIDING DOORS 9000# GVWR	\$38,585.00	\$27,609.06	\$28,800.66	\$30,006.86
FORD	TRANSIT	R2U	Unleaded	SLIDING DOORS 9000# GVWR	\$40,735.00	\$29,496.06	\$30,687.66	\$31,893.86
FORD	TRANSIT	R2X	Unleaded	PASS CARGO DOOR 9000# GVWR	\$40,085.00	\$28,926.06	\$30,116.66	\$31,323.86
FORD	TRANSIT	R2Y	Unleaded	PASS CARGO DOOR 9000# GVWR	\$37,245.00	\$24,426.06	\$25,456.66	\$26,678.86
FORD	TRANSIT	R2Z	Unleaded	CARGO DOOR 9000# GVWR	\$37,095.00	\$24,294.06	\$25,324.66	\$26,543.86
FORD	TRANSIT	R3U	Unleaded	EXTENDED LENGTH DUAL SLIDING DOORS 9000# GVWR	\$42,035.00	\$30,636.06	\$31,828.66	\$33,033.86
FORD	TRANSIT	R3X	Unleaded	EXTENDED LENGTH SLIDING PASS CARGO DOOR 9000# GVWR	\$41,385.00	\$30,066.06	\$31,257.66	\$32,463.86
FORD	TRANSIT	R5P	Unleaded	GVWR	\$30,988.00	\$20,452.06	\$21,467.66	\$22,633.86
FORD	TRANSIT	R5Z	Unleaded	GVWR	\$31,558.00	\$20,952.06	\$21,967.66	\$23,134.86
FORD	TRANSIT	R7P	Unleaded	GVWR	\$31,183.00	\$20,622.06	\$21,638.66	\$22,805.86
FORD	TRANSIT	R7Z	Unleaded	GVWR	\$31,758.00	\$21,127.06	\$22,142.66	\$23,309.86
FORD	TRANSIT	S4U	Unleaded	EXTENDED LENGTH DUAL SLIDING DOORS 10360# GVWR DRW	\$45,740.00	\$33,841.06	\$33,442.66	\$34,648.86
FORD	TRANSIT	S4X	Unleaded	EXTENDED LENGTH SLIDING PASS CARGO DOOR 10360# GVWR DRW	\$45,090.00	\$33,270.06	\$32,872.66	\$34,077.86
FORD	TRANSIT	S6P	Unleaded	GVWR	\$32,913.00	\$22,642.06	\$23,657.66	\$24,823.86
FORD	TRANSIT	S6Z	Unleaded	GVWR	\$33,483.00	\$22,642.06	\$23,658.66	\$24,823.86
FORD	TRANSIT	S8P	Unleaded	10360# GVWR	\$33,358.00	\$22,532.06	\$23,548.66	\$24,714.86
FORD	TRANSIT	S8Z	Unleaded	10360# GVWR	\$33,938.00	\$23,041.06	\$24,056.66	\$25,223.86
FORD	TRANSIT	S9P	Unleaded	WHEELBASE 10360# GVWR	\$34,108.00	\$23,189.06	\$24,205.66	\$25,372.86
FORD	TRANSIT	S9Z	Unleaded	10360# GVWR	\$34,683.00	\$23,696.06	\$24,711.66	\$25,876.86
FORD	TRANSIT	U4X	Unleaded	EXTENDED LENGTH W/SLDGD PASS SIDE CARGO DR 10360# GVWR	\$45,275.00	\$32,683.06	\$33,843.66	\$35,897.86
FORD	TRANSIT	W1D	Unleaded	SLIDING DOORS 9500# GVWR	\$38,135.00	\$27,214.06	\$28,406.66	\$29,589.86
FORD	TRANSIT	W1Y	Unleaded	PASS CARGO DOOR 9500# GVWR	\$38,405.00	\$25,444.06	\$26,512.66	\$27,709.86
FORD	TRANSIT	W1Z	Unleaded	CARGO DOOR 9500# GVWR	\$38,255.00	\$25,313.06	\$26,381.66	\$27,578.86

ADSPO17-166117-Peoria Ford
Current Vehicles, New Purchases Statewide Pricing

FORD	TRANSIT	W2C	Unleaded	PASS CARGO DOOR 9500# GVWR	\$39,185.00	\$28,135.06	\$29,327.66	\$30,532.86
FORD	TRANSIT	W2D	Unleaded	SLIDING DOORS 9500# GVWR	\$39,836.00	\$28,706.06	\$29,897.66	\$31,102.86
FORD	TRANSIT	W2U	Unleaded	SLIDING DOORS 9500# GVWR	\$41,985.00	\$30,592.06	\$31,784.66	\$32,989.86
FORD	TRANSIT	W2X	Unleaded	PASS CARGO DOOR 9500# GVWR	\$41,335.00	\$30,022.06	\$31,214.66	\$32,419.86
FORD	TRANSIT	W2Y	Unleaded	PASS CARGO DOOR 9500# GVWR	\$39,255.00	\$26,191.06	\$27,258.66	\$28,482.86
FORD	TRANSIT	W2Z	Unleaded	CARGO DOOR 9500# GVWR	\$39,105.00	\$26,059.06	\$27,127.66	\$28,350.86
FORD	TRANSIT	W3U	Unleaded	EXTENDED LENGTH DUAL SLIDING DOORS 9500# GVWR	\$43,285.00	\$31,734.06	\$32,924.66	\$34,131.86
FORD	TRANSIT	W3X	Unleaded	EXTENDED LENGTH SLIDING PASS CARGO DOOR 9500# GVWR	\$42,635.00	\$31,163.06	\$32,354.66	\$33,559.86
FORD	TRANSIT	W5P	Unleaded	GVWR	\$31,758.00	\$21,627.06	\$22,642.66	\$23,809.86
FORD	TRANSIT	W5Z	Unleaded	GVWR	\$32,333.00	\$22,132.06	\$23,148.66	\$24,313.86
FORD	TRANSIT	W7P	Unleaded	GVWR	\$31,958.00	\$21,803.06	\$22,818.66	\$23,985.86
FORD	TRANSIT	W7Z	Unleaded	GVWR	\$32,533.00	\$22,307.06	\$23,323.66	\$24,489.86
FORD	TRANSIT	W9C	Unleaded	PASS CARGO DOOR 9500# GVWR	\$37,485.00	\$26,644.06	\$27,835.66	\$29,019.86
FORD	TRANSIT	X2C	Unleaded	SLIDING PASS CARGO DOOR 9000# GVWR	\$42,625.00	\$30,859.06	\$32,020.66	\$33,574.86
FORD	TRANSIT	X2X	Unleaded	SLIDING PASS CARGO DOOR 9000# GVWR	\$44,075.00	\$32,132.06	\$33,292.66	\$34,846.86
FORD	TRANSIT	X2Y	Unleaded	SLIDING PASS CARGO DOOR 9000# GVWR	\$41,390.00	\$29,273.06	\$30,248.66	\$31,566.86
FORD	TRANSIT	X2Z	Unleaded	CARGO DOOR 9000# GVWR	\$41,240.00	\$29,143.06	\$30,116.66	\$31,434.86
FORD	TRANSIT CONNECT	E6E	Unleaded	gls	\$25,270.00	\$21,025.83	\$21,324.63	\$22,267.23
FORD	TRANSIT CONNECT	E7E	Unleaded	w/fixed gls	\$26,270.00	\$21,913.78	\$22,212.63	\$23,155.23
FORD	TRANSIT CONNECT	E9E	Unleaded	up/down w/rr lftgate w/fixd gls	\$28,165.00	\$23,587.83	\$23,886.63	\$24,882.23
FORD	TRANSIT CONNECT	S6E	Unleaded	180 deg sym drs	\$25,270.00	\$21,025.83	\$21,324.63	\$22,267.23
FORD	TRANSIT CONNECT	S7E	Unleaded	180 deg sym drs	\$26,270.00	\$21,913.83	\$22,212.63	\$23,155.23
FORD	TRANSIT CONNECT	S9E	Unleaded	WAGON XL LWB - dual slgd drs 2nd row gls slides up/down 3rd row fixed gls w/rr 180 deg sym drs	\$28,165.00	\$23,587.83	\$23,886.63	\$24,882.23
FORD	Ecosprot	S2F	Unleaded	S FWD				\$18,993.28
FORD	Ecosprot	S3F	Unleaded	S 4x4				\$20,441.28
FORD	Utility Interceptor	K8A	Unleaded	Interceptor Utility AWD 3.7L V6				\$29,307.18
FORD	Sedan Interceptor	P2L	Unleaded	Interceptori Sedan FWD 3.5L V6				\$25,375.68
FORD	Sedan Interceptor	P2M	Unleaded	Interceptori Sedan AWD 3.7L V6				\$26,429.68
FORD	F150 Responder	W1P	Unleaded	F150 Responder 4x4 3.5L V6 Ecoboost				\$33,631.00
FORD	Fusion Hybrid Responder	P0A	Unleaded	Fusion Hybrid Responder Sedan 2.0L I-4cyl				\$27,371.58
FORD	Fusion Plug-in Hybrid Responder	P0W	Unleaded	Fusion Plug-in Hybrid Responder Sedan 2.0L I-4cyl				\$32,860.68
FORD	Ranger	R1A	Unleaded	Ranger Super Cab 4x2 chassis				\$23,349.20



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.B.

Meeting Date: 02/13/2019

Department Head: Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a new filtration system for the San Luis Municipal Pool. (**Lizandro Galaviz, Director of Parks and Recreation**)

SUMMARY:

The San Luis Municipal Pool has been very successful for years and has provided our community with great activities and classes for all ages. For the municipal pool to continue being successful, staff is requesting a new filtration system to replace the current filtration system. The current filtration system has not been working very well, and staff experienced issues with it this summer causing the municipal pool to close for a week. The new filtration system will help prevent this type of closure and provide better maintenance and chemical distribution to the municipal pool.

For this Fiscal Year 2018-2019, City Council approved \$29,390.00 for a new filtration system. Under the San Luis City Code-Purchasing Section 36.01 (D) for purchases costing between \$15,000.00 and \$34,999.99, the Parks and Recreation Department has obtained three (3) written quotes for aquatic filtration systems. The lowest of the three (3) quotes is from Exceptional Water Systems, LLC for the amount of **\$35,434.34**. The lowest quote is over the \$29,390.00 approved Capital Projects Budget Fiscal Year 2018-2019 for a new filtration system by \$6,044.34. Due to this increase, the full amount due is over \$35,000.00 which under San Luis City Code - Purchasing Section 36.01 (E), requires sealed bids. Since quotes have already been obtained showing that other providers are more expensive. Therefore, staff is seeking approval to waive the procurement code §36.01 (E) in which it is requested that two issues of a newspaper of general circulation be published inviting seal bids or requests for proposals seeming to be no need for the extra time and expense of obtaining sealed bids.

The reason staff is asking for this procurement code to be waived is because the summer season is a couple of months away and staff would like to make sure that the Municipal Pool is up and running properly by May. Exceptional Water Systems has been a great vendor to our department and has continually worked with our department to ensure that the municipal pool is functioning properly.

If the San Luis City Code-Purchasing Section 36.01 (H) is waived, a budget transfer for the amount of \$6,044.34 will be requested from Council so the staff can have sufficient funds to move forward with the purchase of a new filtration system for the San Luis Municipal Pool.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF THE FILTRATION SYSTEM AS PRESENTED IN THE AMOUNT OF \$36,434.34, TO WAIVE FORMAL PURCHASE PROCEDURES FOR THE REASONS PRESENTED, AND TO APPROVE THE BUDGET TRANSFER.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: CITY
TOTAL: \$35,434.34
BUDGETED AMOUNT: \$29,390.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 100-999-90000
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):
N/A

Attachments

Exceptional Water Systems, LLC Quote
Malibu Jim's Oxygenated Pool & Hot Tub Quote
CopperStone Construction, Inc. Quote

Exceptional Water Systems, LLC

752 W. Keating Ave.
 Mesa, AZ 85210
 Phone # 480-694-4709 exceptionalwater@yahoo.com
 Fax # 480-984-1979
 License # 16562305

Estimate

Date	Estimate #
8/10/2018	11370

Company Name/ Address	Ship To
City of San Luis PO Box 1170 San Luis, AZ 85349	City of San Luis 965 N.Park Ave. San Luis, AZ 85349

P.O. No.	Rep	Account #	FOB	Project
	MJG			

Description	Qty	Rate	Total
Waterco Commercial Deep Bed Sand filter, 48" diameter, 12.18 sq ft surface area, 3" connections, 40" bed depth, ultra smooth filament finish, NSF approved, 10-Year warranty.	3	2,820.00	8,460.00T
MULTICYCLONE 70 XL COMMERCIAL 4" CONN	1	1,682.00	1,682.00T
Activate filter media, coarse, 25# bag. (28 bags each)	84	24.65	2,070.60T
Activate filter media, fine, 25# bag. (106 bags each)	318	24.65	7,838.70T
3" FlowVis Complete with Schedule 80 valve body.	1	455.40	455.40T
Freight	1	1,900.00	1,900.00
Installation Materials - flanges & bolt kits, 4" pipe & fittings, butterfly valve, 3" pipe, backwash valves, and fittings, 3" pipe, fittings & valves, misc hardware for installation.	1	3,097.50	3,097.50T
Installation - Remove old horizontal filters and filter manifolds with b/w valves and b/w manifold. Install new MultiCylone pre-filter, 3 new deep bed 48" sand filters with new filter manifold. Install new b/w valve system for each filter, install new glass filter media for each filter. Start up system, run b/w cycle for each filter, adjust valves for proper flow.	1	6,490.00	6,490.00
* customer responsible for disposal of old filters & media. *			
Travel Expenses to Include Hotel Accommodations, Food, Gas & Mileage.	1	1,540.00	1,540.00
Note: 50% of estimate due upon acceptance 50% due upon completion of project Incidental additional costs may occur			
Estimate is good for 30days from estimate date.			

Acceptance of estimate: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. _____ Accepted by:	_____ Date:	Subtotal	\$33,534.20
		Sales Tax (8.05%)	\$1,900.14
		Total	\$35,434.34

Malibu Jim's Oxygenated Pool & Hot Tub

PO Box 1404
Topanga, CA 90290
(213) 700-9725
malibujims@gmail.com

ESTIMATE

ADDRESS

City Of San Luis
PO Box 1170
San Luis, AZ 85349

ESTIMATE # 1011

DATE 09/13/2018

EXPIRATION DATE 11/13/2018

ACTIVITY	AMOUNT
Material (3) Waterco Commercial Deep Bed Sand filter, 48" diameter, 12.18 sq ft surface area, 3" connections, 40" bed depth, ultra smooth filament finish, NSF approved, 10-Year warranty.	12,298.00T
Material Multicyclone 70 XL Commercial 4" Connections	2,123.00T
Material Activate filter media, course, 25# bag. (28 bags each)	2,070.60T
Material Activate filter media, fine, 25# bag. (106 bags each)	7,838.70T
Material FlowVis flow meter for 2" & 2.5" pipe. #FV-C	150.00T
Shipping Shipping	2,100.00
Material Installation Materials - flanges & bolt kits, 4" pipe & fittings, butterfly valve, 3" pipe, backwash valves, and fittings, 2" pipe, fittings & valves, misc hardware for installation.	2,625.00T
Installation Installation - Remove old horizontal filters and filter manifolds with b/w valves and b/w manifold. Install 3 new deep bed 48" sand filters with new filter manifold. Install new b/w valve system for each filter, install new glass filter media for each filter. Start up system, run b/w cycle for each filter, adjust valves for proper flow.	6,385.00T

SUBTOTAL	35,590.30
TAX (8.05%)	2,695.97
TOTAL	\$38,286.27

Accepted By

Accepted Date

CopperStone Construction, Inc.

Proposal

478 West Leah Avenue
 Gilbert, AZ 85233

(480) 663-3042
 (480) 813-3563 Fax
 Res. & Comm. ROC191287 class KB-02

PROPOSAL #	PAGE	DATE
3245-617	1 of 1	9/12/2018

NAME/ADDRESS	PROJECT
City of San Luis 965 N. Park Ave. San Luis, AZ 85349	

ITEM	DESCRIPTION	TOTAL
	Waterco Commercial Deep Bed Sand filter, 48" diameter, 12.18 sq ft surface area, 3" connections, 40" bed depth, ultra smooth filament finish, NSF approved, 10-Year warranty. (3 each)	9,390.60T
	Activate filter media, course, 25# bag. (28 bags each)	2,275.00T
	Activate filter media, fine, 25# bag. (106 bags each)	8,935.12T
	3" FloVis complete including schedule 80 valve body (1 each)	519.16T
	Multicyclone 70 XL commercial 4" conn	1,934.30T
	Freight	2,300.00
	Installation Materials - flanges & bolt kits, 4" pipe & fittings, butterfly valve, 3" pipe, backwash valves, and fittings, misc hardware for installation.	3,469.20T
	Installation - Remove old horizontal filters and filter manifolds with b/w valves and b/w manifold. Install 1 new deep bed 48" sand filter with new filter manifold. Install new MultiCyclone pre-filter. Install new b/w valve system for each filter, install new glass	7,463.50
	filter media for each filter. Start up system, run b/w cycle for each filter, adjust valves for proper flow.	
	Travel expenses; meals, gas, accommodations	1,725.00
	Notes: 50% due upon acceptance of contract Balance due upon completion Additional costs may occur	
<p>Any alteration or deviation from above specifications involving extra cost will be executed only upon written change orders and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents or delays that are beyond our control. Owner is to carry fire, tornado and other necessary insurances upon above work. Workmen's compensation and public liability insurance on above work is to be taken out by Copper Stone Conctruction, Inc.</p> <p>Note: This proposal may be withdrawn by us if not accepted within 30 days.</p>		

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to sign for the work as specified. Payment will be made as outlined above. _____ Accepted by: _____ Date: _____		\$38,011.88
	(8.05%)	\$2,135.13
	TOTAL	\$40,147.01



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.C.

Meeting Date: 02/13/2019

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

Submitted By: Sonia Cornelio, City Clerk, City Clerk's Office

Action Requested: Motion
Public Hearing

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Ms. Lauren Kay Merrett on behalf of Chevron Self-Serve #26 located at 1661 N. Main Street, San Luis, Arizona. **(Sonia Cornelio, City Clerk)**

A. Open public hearing

1. Staff and/or applicant presentation
2. Call to the public on this item

B. Close public hearing

C. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Chevron Self-Serve #26.

SUMMARY:

Ms. Lauren Kay Merrett submitted a Liquor License application to the Arizona Department of Liquor Licenses and Control for Chevron Self Serve #26. The notice of the application was posted in a conspicuous place at the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days pursuant to A.R.S. §4-201. The City Clerk's Office has not received any comments in favor of or against it. Staff recommends approval of the recommendation to the Arizona Department of Liquor Licenses and Control for Chevron Self-Serve #26.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN THE PUBLIC HEARING

1. Staff and/or applicant presentation
2. Call to the Public on this item

B. I MOVE TO CLOSE THE PUBLIC HEARING

C. I MOVE TO RECOMMEND APPROVAL OF LIQUOR LICENSE APPLICATION TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL FOR CHEVRON SELF-SERVE #26 AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A
CITY/STATE/FEDERAL FUNDS: N/A
TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

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

There is no fiscal impact associated with this item.

Attachments

Liquor License App - Chevron No. 26

Affidavit of Posting

Liquor License Review

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: January 14, 2019

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

City Council

PLACE 1090 E. Union St. SAZ DATE/TIME 2/13/2019 @ 7:00 pm

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 928-341-8520

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE **STATE LIQUOR BOARD:** 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: 928-341-8520 STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

**State of Arizona
Department of Liquor Licenses and Control**

Created 01/07/2019 @ 09:45:14 AM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	CHEVRON SELF SERVE #26		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	166 N MAIN STREET SAN LUIS, AZ 85349 USA		
Mailing Address:	PO BOX 1249 YUMA, AZ 85366 USA		
Phone:	(602)738-1421		
Alt. Phone:			
Email:	MERECOINC@GMAIL.COM		

AGENT

Name:	LAUREN KAY MERRETT
Gender:	Female
Correspondence Address:	736 S LONGMORE STREET CHANDLER, AZ 85224 USA
Phone:	(602)738-1421
Alt. Phone:	
Email:	MERECOINC@GMAIL.COM

RECEIVED

JAN 14 2019

**Office of the City Clerk
City of San Luis, Arizona**

OWNER

Name:	SHAY OIL COMPANY INC	
Contact Name:	DANIEL SHAY	
Type:	CORPORATION	
AZ CC File Number:	00807390	State of Incorporation: AZ
Incorporation Date:		
Correspondence Address:	PO BOX 1249 YUMA, AZ 85366 USA	
Phone:	(928)782-1828	
Alt. Phone:		
Email:	MONICA@SHAYOIL.COM	

Officers / Stockholders

Name:
SHAY FAMILY LIMITED PARTNERSHIP
CRAIG ALLAN SHAY
ROBERTA ANN SHAY
STEVEN WILLIAM MOORE

Title:
Stockholder
Director
Director
Director,Sec/Treas

% Interest:
100.00

SHAY OIL COMPANY INC - Director

Name: ROBERTA ANN SHAY
Gender: Female
Correspondence Address: PO BOX 1249
YUMA, AZ 85366
USA
Phone: (928)210-0266
Alt. Phone:
Email:

SHAY OIL COMPANY INC - Director

Name: CRAIG ALLAN SHAY
Gender: Male
Correspondence Address: PO BOX 1249
YUMA, AZ 85366
USA
Phone: (928)782-1828
Alt. Phone:
Email:

SHAY OIL COMPANY INC - Stockholder

Name: SHAY FAMILY LIMITED PARTNERSHIP
Contact Name: SHAY FAMILY LIMITED PARTNERSHIP
Type: PARTNERSHIP
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 51 E. 10TH STREET
YUMA, AZ 85366
USA
Phone: (928)782-1828
Alt. Phone:
Email:

**SHAY FAMILY LIMITED PARTNERSHIP -
GeneralPartner**

Name: BDMC LLC
Contact Name: BDMC LLC
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L08867872 State of Incorporation: AZ
Incorporation Date:
Correspondence Address: 51 E 10TH STREET
YUMA, AZ 85366
USA
Phone: (928)782-1828
Alt. Phone:
Email:

**BDMC LLC - Stockholder,Member
SHAY FAMILY LIMITED PARTNERSHIP -
LimitedPartner**

Name: DANIEL C & ROBERTA A SHAY DECLARATION OF TRUST 10/2/86
REVOC
Contact Name: DANIEL C & ROBERTA A SHAY DECLARATION OF TRUST 10/2/86
REVOC
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 51 E 10TH STREET
YUMA, AZ 85366
USA
Phone: (928)782-1828
Alt. Phone:
Email:

**DANIEL C & ROBERTA A SHAY DECLARATION
OF TRUST 10/2/86 REVOC - Trustee
DANIEL C & ROBERTA A SHAY DECLARATION
OF TRUST 10/2/86 REVOC - Trustee**

Name: DANIEL CRAIG SHAY
Gender: Male
Correspondence Address: PO BOX 1249
YUMA, AZ 85366
USA
Phone: (928)782-1828
Alt. Phone:
Email: MONICA@SHAYOIL.COM

SHAY OIL COMPANY INC - Director,Sec/Treas

Name: STEVEN WILLIAM MOORE
Gender: Male
Correspondence Address: PO BOX 1249
YUMA, AZ 85366
USA
Phone: (928)783-5785
Alt. Phone:
Email:

MANAGERS

Name: JESUS IVAN SILVA FELIX
Gender: Male
Correspondence Address: 1367 N ANDREA AVENUE
SOMERTON, AZ 85350
USA
Phone: (928)344-6044
Alt. Phone: (928)446-1857
Email:

Name: ARMINDA MALDONADO
Gender: Female
Correspondence Address: 954 SOMERTON AVENUE
SOMERTON, AZ 85350
USA
Phone: (928)344-4550
Alt. Phone: (928)388-4626
Email:

Name: ANA LUISA HERNANDEZ MIRELES
Gender: Female
Correspondence Address: 628 E CACTUS STREET
SOMERTON, AZ 85350
USA
Phone: (928)726-5040
Alt. Phone:
Email:

Name: PAUL ALAN NORRIS
Gender: Male
Correspondence Address: 2545 MOCKINGBIRD LANE
QUARTZSITE, AZ 85346
USA
Phone: (928)782-1828
Alt. Phone: (929)927-6320
Email:

Name: DANIEL CRAIG SHAY
Gender: Male
Correspondence Address: PO BOX 1249
YUMA, AZ 85366
USA
Phone: (928)782-1828
Alt. Phone:
Email: MONICA@SHAYOIL.COM

Name: HAZEL MARIE FORBIS
Gender: Female
Correspondence Address: 1111 AVE B - SP7
YUMA, AZ 85364
USA
Phone: (999)999-9999
Alt. Phone:
Email:

Name: ROBERT GREENOUGH
Gender: Male
Correspondence Address: 29158 BAKERSFIELD
WELLTON, AZ 85356
USA
Phone: (999)999-9999
Alt. Phone:
Email:

Name: JOHN LEON BORNT
Gender: Male
Correspondence Address: 2302 E COUNTY 17TH STREET
YUMA, AZ 85364
USA
Phone: (999)999-9999
Alt. Phone:
Email:

Name: JOSEPH W COPELAND
Gender: Male
Correspondence Address: 11525 CASSIDY DRIVE
YUMA, AZ 85365
USA
Phone: (999)999-9999
Alt. Phone:
Email:

Name: RICHARD JAMES BUSH
Gender: Male
Correspondence Address: 830 BELL AVENUE
YUMA, AZ 85364
USA
Phone: (999)999-9999
Alt. Phone:
Email:

Name: ENRIQUE ROBLES FLETES
Gender: Male
Correspondence Address: 1323 SINOFF STREET
SAN LUIS, AZ 85349
USA
Phone: (520)627-2343
Alt. Phone:
Email:

Name: RICHARD DILLION SHADLE
Gender: Male
Correspondence Address: 2003 8TH STREET
YUMA, AZ 85364
USA
Phone: (999)999-9999
Alt. Phone:
Email:

Name: AUBREY A BENNETT
Gender: Male
Correspondence Address: 12349 38TH PLACE
YUMA, AZ 85365
USA
Phone: (999)999-9999
Alt. Phone:
Email:

Name: JAMES R QUICK
Gender:
Correspondence Address: 2100 AVENUE "A" G-3
YUMA, AZ 85364
USA
Phone: (999)999-9999
Alt. Phone:
Email:

Name: JAKE C MC ADAMS
Gender:
Correspondence Address: NOT PROVIDED NOT PROVIDED ?? ????? USA
Phone: (999)999-9999
Alt. Phone:
Email:

Name: JAMES L SHACKLETT
Gender:
Correspondence Address: 2350 S 8TH AVENUE
#20I
YUMA, AZ 85364
USA
Phone: (999)999-9999
Alt. Phone:
Email:

Name: GRETCHEN ELAINE HARVICK
Gender: Female
Correspondence Address: 9695 E 36TH LANE
YUMA, AZ 85365
USA
Phone: (928)782-7245
Alt. Phone:
Email:

Name: DARLA JEAN FAGERSTROM
Gender: Female
Correspondence Address: 3681 4TH STREET
YUMA, AZ 85364
USA
Phone: (520)783-1691
Alt. Phone: (520)329-0265
Email:

Name: JESUS ARIEL URIAS
Gender: Male
Correspondence Address: 10436 KENNEDY LANE
SAN LUIS, AZ 85349
USA
Phone: (520)783-9097
Alt. Phone: (520)627-3552
Email:

Name: DALIA YORCHAN QUINTERO
Gender: Female
Correspondence Address: 2103 W 5TH STREET
YUMA, AZ 85364
USA
Phone: (520)539-9149
Alt. Phone: (520)783-5785
Email:

Name: JERRI LEE PORADEK
Gender: Female
Correspondence Address: 2145 S 6TH AVENUE
YUMA, AZ 85364
USA
Phone: (520)783-3851
Alt. Phone: (520)343-4009
Email:

Name: ERWIN ORSON RAYMER JR.
Gender: Male
Correspondence Address: 2015 S 10TH AVENUE
YUMA, AZ 85364
USA
Phone: (928)782-2281
Alt. Phone:
Email:

Name: SHIRLEY F SHAW
Gender: Female
Correspondence Address: 8440 AVENUE 38E S
WELLTON, AZ 85356
USA
Phone: (520)785-4420
Alt. Phone: (520)785-4422
Email:

Name: LORI ANN NELSON
Gender: Female
Correspondence Address: 4653 W 19TH STREET
YUMA, AZ 85364
USA
Phone: (520)343-2782
Alt. Phone: (520)726-0556
Email:

Name: RONDA LEIGH CALLAHAN
Gender: Female
Correspondence Address: 7244 E 14TH STREET
YUMA, AZ 85365
USA
Phone: (928)783-5785
Alt. Phone:
Email:

Name: YOLANDA ARANDA
Gender: Female
Correspondence Address: 2552 S 17TH AVENUE
YUMA, AZ 85364
USA
Phone: (928)726-0556
Alt. Phone:
Email:

Name: SHARON LUCILLE NICHOLS
Gender: Female
Correspondence Address: 2080 10TH AVENUE
YUMA, AZ 85364
USA
Phone: (520)376-6934
Alt. Phone: (520)783-6114
Email:

Name: MARIA DE LA CRUZ GOMEZ
Gender: Female
Correspondence Address: 3633 W 3RD PLACE
YUMA, AZ 85364
USA
Phone: (520)539-0536
Alt. Phone: (520)783-8555
Email:

Name: GEORGE WAYNE TOLAR
Gender: Male
Correspondence Address: 985 20TH AVENUE
YUMA, AZ 85364
USA
Phone: (520)783-1691
Alt. Phone:
Email:

Name: BRITAIN LANE FINCHER
Gender: Female
Correspondence Address: 28432 CECIL CIRCLE
WELLTON, AZ 85356
USA
Phone: (520)785-9611
Alt. Phone:
Email:

Name: LORENZO LOPEZ VERDUZCO
Gender: Male
Correspondence Address: 10549 MARBLE DRIVE
YUMA, AZ 85367
USA
Phone: (520)342-7524
Alt. Phone:
Email:

Name: BERNARDINA F BECK
Gender: Female
Correspondence Address: 6343 E 42ND STREET
YUMA, AZ 85365
USA
Phone: (928)783-6323
Alt. Phone:
Email:

Name: RICHARD AUSTIN MYERS
Gender: Male
Correspondence Address: 5362 EAST 45TH STREET
YUMA, AZ 85365
USA
Phone: (928)783-6323
Alt. Phone: (928)344-0347
Email:

Name: ARACELY GABINA RAMOS DUARTE
Gender: Female
Correspondence Address: 1736 MONREAL LANE
SAN LUIS, AZ 85349
USA
Phone: (928)783-6323
Alt. Phone: (928)627-4826
Email:

Name: ALICE DEBORAH JOHNSON
Gender: Female
Correspondence Address: 225 W CATALINA DRIVE
#144
YUMA, AZ 85364
USA
Phone: (928)782-2281
Alt. Phone:
Email:

Name: VIRGINIA CHIQUETE VALLE
Gender: Female
Correspondence Address: 1367 N ANDREA AVENUE
SOMERTON, AZ 85350
USA
Phone: (928)627-9544
Alt. Phone:
Email:

Name: RUBY DELL WILKERSON
Gender: Female
Correspondence Address: 30612 W MIDD DRIVE
#20
WELTON, AZ 85356
USA
Phone: (928)785-4420
Alt. Phone:
Email:

Name: YOLANDA ISABEL MIRELES
Gender: Female
Correspondence Address: 2132 E 14TH PLACE
YUMA, AZ 85365
USA
Phone: (928)783-8555
Alt. Phone:
Email:

Name: MELYNIE FAYE WOLFGRAM
Gender: Female
Correspondence Address: 250 W 27TH STREET
#28
YUMA, AZ 85364
USA
Phone: (928)783-1691
Alt. Phone: (928)376-6457
Email:

Name: JUAN CARLOS DIAZ
Gender: Male
Correspondence Address: 2057 MONREAL STREET
SAN LUIS, AZ 85349
USA
Phone: (928)343-4009
Alt. Phone:
Email:

Name: ELIZABETH CRAIG
Gender: Female
Correspondence Address: 3513 E CUERVO LA
YUMA, AZ 85364
USA
Phone: (928)344-4550
Alt. Phone: (928)317-1095
Email:

Name: ANDRIANA E BONALES DE DIAZ
Gender: Female
Correspondence Address: 75 W 5TH STREET
YUMA, AZ 85364
USA
Phone: (928)726-5040
Alt. Phone: (928)783-1553
Email:

Name: ALVARO SANCHEZ LOZA
Gender: Male
Correspondence Address: 766 E ROMONA STREET
SOMERTON, AZ 85350
USA
Phone: (928)343-4009
Alt. Phone: (928)210-2206
Email:

Name: CHERLYVONDIA LATRICE JACKSON
Gender: Female
Correspondence Address: 2351 S 37TH AVENUE
APT 9B
YUMA, AZ 85364
USA
Phone: (928)344-6044
Alt. Phone: (928)344-3984
Email:

Name: MARIA SILVIA VALDEZ
Gender: Female
Correspondence Address: 8816 S AVE DEL PRADO
#116
YUMA, AZ 85365
USA
Phone: (928)344-4550
Alt. Phone: (928)317-1624
Email:

Name: PRIMO N GUTIERREZ TABANICO
Gender: Male
Correspondence Address: 3285 E US HWY 80 SPC
#50
YUMA, AZ 85365
USA
Phone: (928)627-2343
Alt. Phone: (928)726-2379
Email:

Name: ALMA ALICIA PEREZ FLORES
Gender: Female
Correspondence Address: 514 W YUCCA STREET
SOMERTON, AZ 85350
USA
Phone: (928)783-6323
Alt. Phone:
Email:

Name: MARIA DE CARMEN LOPEZ
Gender: Female
Correspondence Address: 2078 WALNUT AVENUE
#6
YUMA, AZ 85364
USA
Phone: (928)783-1691
Alt. Phone:
Email:

Name: HUGO MARTINEZ
Gender: Male
Correspondence Address: 2425 W 3RD STREET
YUMA, AZ 85364
USA
Phone: (928)726-5040
Alt. Phone:
Email:

Name: JASON AARON BEHL
Gender: Male
Correspondence Address: 4785 W 31ST PLACE
YUMA, AZ 85362
USA
Phone: (928)344-6195
Alt. Phone: (928)329-6186
Email:

APPLICATION INFORMATION

Application Number: 42367
Application Type: New Application
Created Date: 12/16/2018

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
No

- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
No
A Document of type QUESTIONNAIRE is required.
- 3) Please provide name, address, and Distance of nearest school.
PPEP Tech Charter High School
1233 N Main St
San Luis AZ 85349
2640 ft
- 4) Please provide name, address, and distance of nearest church.
St Jude Thaddeus
984 Main St
San Luis AZ 85349 4730 FT.
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
No
- 6) Is there a penalty if lease is not fulfilled?
No
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 8) Are you the owner?
~~No~~ YES
- 9) Are you a purchaser?
No
- 10) Are you a management company?
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
0 company investment
- 13) Have you provided a diagram of your premises?
No
A Document of type DIAGRAM/FLOOR PLAN is required.
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
No patio
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
3/1/2019

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ALIEN STATUS	My alien status access-1 (Merged).pdf	12/16/2018
DIAGRAM/FLOOR PLAN	Shay footprint.pdf	12/16/2018
QUESTIONNAIRE	Shay questionnaires (Merged).pdf	12/16/2018
MISCELLANEOUS	flow chart.pdf	12/16/2018
	Shay questionnaires (Merged) (Merged) (Merged).pdf	12/26/2018
	flow chart (Merged).pdf	12/26/2018



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: January 14, 2019 Date of Posting Removal: February 6, 2019

Applicant's Name: Merrett Lauren Kay
Last First Middle

Business Address: Hotel N. Main Street San Luis 85349
Street City Zip

License #: _____

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Sonia Cornelio City Clerk 928-341-8520
Print Name of City/County Official Title Phone Number

Sonia Cornelio 2/6/2019
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



City of San Luis

Planning and Zoning Department

RECEIVED

Liquor License Review

JAN - 7 2019

Business Licenses

Office of the City Clerk
City of San Luis, Arizona

Name of Business: Chevron Self Service #26

Former Name of Business (if applicable): _____

Physical Address: 1661 N MAIN ST

Type of Arizona liquor license requested: BEER AND WINE STORE

Date of City Council Public Hearing: January 14, 2019

Zoning: Community Commercial (C-2) // Is requested use permitted? Yes / No

Distance to nearest school facility: 1233 N MAIN S ST - PPEP CHARTER HIGH SCHOOL = 2800 Feet (distance is measured from wall to wall unless enclosed school recreation area is included)

Distance to nearest religious institution: 984 N MAIN ST - SAINT JUDE THADDEUS = 4500 Feet (distance is measured from wall to wall)

Verified by Planning & Zoning:



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.D.

Meeting Date: 02/13/2019

Department Head: Richard Jessup, Chief of Police, Police Department

Submitted By: Miguel Alvarez, Lieutenant, Police Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding the adoption of Resolution No. 2064. A resolution of the Mayor and City Council of San Luis, Arizona to receive funding for equipment by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Number 180436-02, Operation Stonegarden Grant Program Award - Equipment between the State of Arizona through the Arizona Department of Homeland Security and the City of San Luis, Arizona through the San Luis Police Department. **(Richard Jessup, Chief of Police)**

SUMMARY:

The City of San Luis Police Department has been awarded \$60,000.00 for 12 Mobile Data Computers (MDCs) under the Fiscal Year 2019 Operation Stonegarden Program Award. The adoption of this resolution will support the United States Border Patrol mission by allowing police officers the ability to prevent or stop the egress of drug and undocumented person smuggling, and the nexus to terrorism.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2064.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Federal
TOTAL:	\$60,000.00
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	250-181-90000 Special Revenue-Public Safety, PD: Capital Outlay/Equipment

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

The San Luis Police Department will receive \$60,000.00 for equipment in the form of reimbursements.

Account number 250-181-90000 Special Revenue-Public Safety, PD: Capital Outlay/Equipment.

Attachments

Resolution No. 2064

Award Letter

Subrecipient Agreement



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2064

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 EQUIPMENT BY APPROVING AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT OPERATION STONEGARDEN GRANT PROGRAM – EQUIPMENT BETWEEN THE STATE OF ARIZONA THROUGH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS POLICE DEPARTMENT.

WHEREAS, the City of San Luis desires to increase police presence within our city limits to support the United States Border Patrol mission by allowing police officers to stop or prevent the egression of drug, undocumented persons smuggling, and the nexus to terrorism;

WHEREAS, the Arizona Department of Homeland Security has approved OPSG Equipment to enhance border security throughout the City of San Luis;

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

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

Section 1: That the Intergovernmental Agreement titled “SUBRECIPIENT AGREEMENT 18-AZDOHS-OPSG-180436-02” and the grant application titled “OPSG Equipment” both Attached to this resolution 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 13th day of February, 2019.

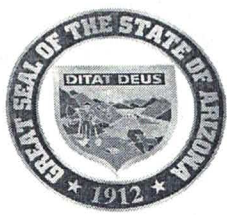
Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

December 27, 2018

Chief Richard Jessup
San Luis Police Department
PO Box 3720
San Luis, AZ 85349

Subject: FFY 2018 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **180436-02**
Project Title: **OPSG Equipment**

Dear Chief Jessup:

The OPSG Budget/Narrative Application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Equipment**" has been funded under the Operation Stonegarden Grant Program for **\$60,000**. The grant performance period is **January 1, 2019 through December 31, 2019**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2018 federal award date as indicated in the U.S. DHS award package is 9/01/2018 with a total amount of funding of \$25,580,000. The Federal Award Identification Number is EMW-2018-SS-00004-S01.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS. Go to www.azdohs.gov, Grant Programs, Operation Stonegarden Grant Program, Grant Award Information, FFY 2018:

1. Two Subrecipient Agreements - Download **two** original OPSG Subrecipient Agreements (**NOTE**: they are specific to the "Overtime/Mileage" and "Equipment" grants):
 - a. Overtime/Mileage Subrecipient Agreement for an Overtime/Mileage grant
 - b. Equipment Subrecipient Agreement for an Equipment grant
2. Financial Forms - Download this Excel document
3. NIMS Compliance Certification - Download this Excel document
4. OPSG Budget Detail (enclosed)
5. Environmental and Historic Preservation (EHP) required documentation (if applicable, see enclosed EHP Designation Letter).

Hard copies of the Subrecipient Agreements, Financial Forms, and the NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3, 4 and 5 above (if applicable) is not signed and received by AZDOHS on or before April 30, 2019 this award is rescinded and the funds will be reallocated.**

If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner. Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Lt. Miguel Alvarez

Enclosures: OPSG Budget Detail, EHP Designation Letter

FY 2018 Operation Stonegarden Grant Program

Budget Detail - Equipment

Agency: San Luis Police Department

Grant#: 180436-02

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

EQUIPMENT

EQUIPMENT	AEL	QUANTITY	COST/UNIT	TOTAL COST	TOTAL AWARD
Mobile Data Computer	04HW-01-MOBL	12	\$5,000	\$60,000	
					\$60,000

Project Point of Contact

Print Name

Signature

Date

Strategic Planner or
Assistant Director Planning & Preparedness

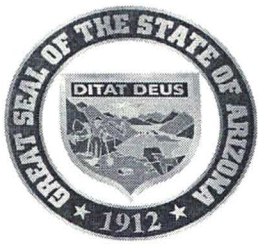
William D. Seltzer

Print Name

Signature

Date

This form is to be signed and returned.



State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

FFY 2018

Dear OPSG Stakeholder:

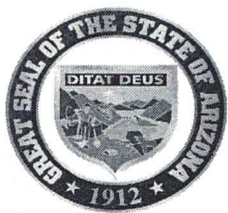
The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been awarded.

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

As stated in the subrecipient agreement:

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

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



State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

December 27, 2018

Chief Richard Jessup
San Luis Police Department
PO Box 3720
San Luis, AZ 85349

Subject: FFY 2018 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **180436-02**
Project Title: **OPSG Equipment**

Dear Chief Jessup:

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 - b. Equipment Subrecipient Agreement for an Equipment grant
2. Financial Forms - Download this Excel document
3. NIMS Compliance Certification - Download this Excel document
4. OPSG Budget Detail (enclosed)
5. Environmental and Historic Preservation (EHP) required documentation (if applicable, see enclosed EHP Designation Letter).

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If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner. Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Lt. Miguel Alvarez

Enclosures: OPSG Budget Detail, EHP Designation Letter

**SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
EQUIPMENT**

18-AZDOHS-OPSG-_____
(Enter Subrecipient Agreement number above (e.g., 180XXX-XX))

Between

**The Arizona Department of Homeland Security
And**

(Enter the name of the Subrecipient Agency above)

DUNS Number _____
(Enter the DUNS number above)

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

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

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

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **January 1, 2019 and shall terminate on December 31, 2019**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**OPSG Equipment**" and funded at \$ _____ (as may have been modified by the award letter).
(Enter funded award amount above)

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004-S01 and CFDA #97.067:

- a) Provide up to \$ _____ to the Subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov.

Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

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

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance.

The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Davis Bacon Act

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

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

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

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

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

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the agency. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://qao.az.gov>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov.

Training and Exercise

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

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs

(DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 standards;
- b) SAFECOM Guidance;
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

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

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

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

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by

the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.
- f) Equipment Record Retention
 - a. 2 CFR 200.333 (c): Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

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

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

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

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.” All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200.213 which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

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

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:

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

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

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

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

- d) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- e) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.
 - a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.
- f) Financial Reimbursements
The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

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

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

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

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

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

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104). The award term is located at 2 C.F.R. Part 175, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article L - SAFECOM

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

Article M - Reporting Subawards and Executive Compensation

All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

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

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

The Subrecipient hereby acknowledges and agrees that if they collect PII they are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

Article Y – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. The Subrecipient hereby acknowledges and agrees that it must comply with any such requirements set forth in the program NOFO.

Article Z – Non-supplanting Requirement

The Subrecipient receiving Federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article AA – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article AB – National Environmental Policy Act

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AC - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

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

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AE - Hotel and Motel Fire Safety Act of 1990

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

Article AF - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article AG - Federal Leadership on Reducing Text Messaging while Driving

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AH - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AI - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article AJ - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Chapter 77) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AK - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AL - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AM - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 30001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article AN - Civil Rights Act of 1968

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

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XV. AGREEMENT RENEWAL

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

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. section 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association (“AAA”), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator’s fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

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

XXIV. ENTIRE AGREEMENT

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

XXV. LICENSING

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

XXVI. SECTARIAN REQUESTS

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

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

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

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

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

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

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXX. INDEMNIFICATION

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

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

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

XXXI. TERMINATION

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

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXIII. PARAGRAPH HEADINGS

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

XXXIV. COUNTERPARTS

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

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXVI. SPECIAL CONDITIONS

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

NOTICES

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

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

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

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

Enter Title, First & Last Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

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



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.E.

Meeting Date: 02/13/2019

Department Head: Richard Jessup, Acting Chief of Police, Police Department

Submitted By: Miguel Alvarez, Lieutenant, Police Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding the adoption of Resolution No. 2065. A resolution of the Mayor and City Council of San Luis, Arizona to receive funding for overtime and mileage by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Number 180436-01, Operation Stonegarden Grant Program Award - Overtime and Mileage between the State of Arizona through the Arizona Department of Homeland Security and the City of San Luis, Arizona through the San Luis Police Department. **(Richard Jessup, Chief of Police)**

SUMMARY:

The City of San Luis Police Department has been awarded \$369,000.00 for overtime and \$20,000.00 for mileage under Fiscal Year 2018 Operation Stonegarden Program Award Number 180436-01. The total awarded grant funded amount is \$389,000.00.

The adoption of this resolution will support the United States Border Patrol mission by allowing police officers the ability to prevent or stop the egress of drug and undocumented person smuggling, and the nexus to terrorism.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2065.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Federal
TOTAL:	Yes
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	\$389,00.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	250-181-50010 Special Revenue-Public Safety: OT, 250-181-70005 Gas/Oil.

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

The San Luis Police Department will receive \$389,000.00 in Overtime and Mileage as reimbursements.
Accounts numbers:

250-181-50010 Special Revenue-Public Safety, PD:
Overtime-DOHS OPSG 180436-01.

250-181-70005 Special Revenue-Public Safety, PD:
Gas/Oil-DOHS OPSG 180436-01.

Attachments

Resolution No. 2065

Award Letter

Subrecipient Agreement



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2065

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 OVERTIME AND MILEAGE BY APPROVING AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT OPERATION STONEGARDEN GRANT PROGRAM – OVERTIME AND MILEAGE BETWEEN THE STATE OF ARIZONA THROUGH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS POLICE DEPARTMENT.

WHEREAS, the City of San Luis desires to increase police presence within out city limits to support the United States Border Patrol mission by allowing police officers to stop or prevent the egression of drug, undocumented persons smuggling, and the nexus to terrorism;

WHEREAS, the Arizona Department of Homeland Security has approved OPSG Overtime and Mileage and Employee Related Expenses to enhance border security throughout the City of San Luis;

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

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

Section 1: That the Intergovernmental Agreement titled “SUBRECIPIENT AGREEMENT 18-AZDOHS-OPSG-180436-01” and the grant application titled OPSG “Overtime and Mileage” both Attached to this resolution 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 13th day of February, 2019.

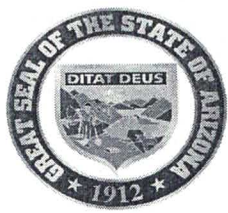
Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

December 27, 2018

Chief Richard Jessup
San Luis Police Department
PO Box 3720
San Luis, AZ 85349

Subject: FFY 2018 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **180436-01**
Project Title: **OPSG Overtime-Mileage**

Dear Chief Jessup:

The OPSG Budget/Narrative Application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Overtime-Mileage**" has been funded under the Operation Stonegarden Grant Program for **\$389,000**. The grant performance period is **January 1, 2019 through December 31, 2019**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2018 federal award date as indicated in the U.S. DHS award package is 9/01/2018 with a total amount of funding of \$25,580,000. The Federal Award Identification Number is EMW-2018-SS-00004-S01.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS. Go to www.azdohs.gov, Grant Programs, Operation Stonegarden Grant Program, Grant Award Information, FFY 2018:

1. Two Subrecipient Agreements - Download **two** original OPSG Subrecipient Agreements (**NOTE**: they are specific to the "Overtime/Mileage" and "Equipment" grants):
 - a. Overtime/Mileage Subrecipient Agreement for an Overtime/Mileage grant
 - b. Equipment Subrecipient Agreement for an Equipment grant
2. Financial Forms - Download this Excel document
3. NIMS Compliance Certification - Download this Excel document
4. OPSG Budget Detail (enclosed)
5. Environmental and Historic Preservation (EHP) required documentation (if applicable, see enclosed EHP Designation Letter).

Hard copies of the Subrecipient Agreements, Financial Forms, and the NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3, 4 and 5 above (if applicable) is not signed and received by AZDOHS on or before April 30, 2019 this award is rescinded and the funds will be reallocated.**

If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner. Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Lt. Miguel Alvarez

Enclosures: OPSG Budget Detail, EHP Designation Letter

FY 2018 Operation Stonegarden Grant Program

Overtime/Mileage - Budget Detail

Agency: San Luis Police Department

Grant#: 180436-01

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

OVERTIME

OVERTIME	MILEAGE	TRAVEL	TOTAL AWARD
\$369,000	\$20,000		\$389,000

Project Point of Contact

Print Name

Signature

Date

Strategic Planner or
Assistant Director Planning &
Preparedness

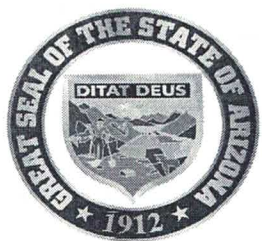
William D. Seltzer

Print Name

Signature

Date

This form is to be signed and returned.



State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

FFY 2018

Dear OPSG Stakeholder:

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

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

As stated in the subrecipient agreement:

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

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

**SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
OVERTIME-MILEAGE**

18-AZDOHS-OPSG- _____

(Enter Subrecipient Agreement number above (e.g., 180XXX-XX))

Between

**The Arizona Department of Homeland Security
And**

(Enter the name of the Subrecipient Agency above)

DUNS Number _____

(Enter the DUNS number above)

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

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

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

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **January 1, 2019** and shall terminate on **December 31, 2019**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**OPSG Overtime-Mileage**" and funded at \$ _____ (as may have been modified by the award letter).
(Enter funded award amount above)

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004-S01 and CFDA #97.067:

- a) Provide up to \$ _____ to the Subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov.

Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

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

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance.

The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Davis Bacon Act

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

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

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

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

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

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the agency. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://qao.az.gov>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov.

Training and Exercise

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

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs

(DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 standards;
- b) SAFECOM Guidance;
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

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

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

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

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by

the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.
- f) Equipment Record Retention
 - a. 2 CFR 200.333 (c): Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

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

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

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

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.” All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200.213 which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

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

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:

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

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

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

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

d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:

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

f) Financial Reimbursements

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

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

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

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

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

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

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

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104). The award term is located at 2 C.F.R. Part 175, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article L - SAFECOM

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

Article M - Reporting Subawards and Executive Compensation

All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

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

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

The Subrecipient hereby acknowledges and agrees that if they collect PII they are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

Article Y – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. The Subrecipient hereby acknowledges and agrees that it must comply with any such requirements set forth in the program NOFO.

Article Z – Non-supplanting Requirement

The Subrecipient receiving Federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article AA – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article AB – National Environmental Policy Act

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AC - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

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

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AE - Hotel and Motel Fire Safety Act of 1990

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

Article AF - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article AG - Federal Leadership on Reducing Text Messaging while Driving

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AH - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AI - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article AJ - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Chapter 77) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AK - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AL - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AM - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 30001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article AN - Civil Rights Act of 1968

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

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XV. AGREEMENT RENEWAL

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

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. section 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association (“AAA”), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator’s fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

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

XXIV. ENTIRE AGREEMENT

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

XXV. LICENSING

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

XXVI. SECTARIAN REQUESTS

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

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

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

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

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

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

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXX. INDEMNIFICATION

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

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

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

XXXI. TERMINATION

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

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXIII. PARAGRAPH HEADINGS

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

XXXIV. COUNTERPARTS

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

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXVI. SPECIAL CONDITIONS

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

XXXVII. NOTICES

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

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

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

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

Enter Title, First & Last Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

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



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.F.

Meeting Date: 02/13/2019

Department Head: Janet Taylor, Legal Secretary, Attorney's Office

Submitted By: Janet Taylor, Legal Secretary, Attorney's Office

Action Requested: Motion
Ordinance

ITEM:

Discussion and possible direction to staff on any and all matters regarding Ordinance No. 388. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code Chapter 94, Parks and Recreation, by adding sections 94.30 through 94.37 relating to camping on public property; repealing any conflicting provisions; providing for severability; and providing provisions for penalty. **(Kay Marion Macuil, City Attorney)**

- A. Motion to approve Ordinance No. 388 by title only
(City Clerk to read Ordinance No. 388 by title only)
- B. Action on Ordinance No. 388.

SUMMARY:

Recently the City has received complaints of campsites/habitats appearing on Bureau of Reclamation land near Mesa Street. These campsites are without permission from the Federal government. Traditional trespass laws are difficult to enforce with State and Federal lands since the State of Arizona and the U.S. Government usually will not show up in court to be witnesses to claims of trespass. Attached is what has been called an anti-camping ordinance which is similar to trespass laws, but is different in that it does not need the landowner to be a necessary witness in prosecution. Mechanically how it works is that the police department makes contact, asks to see written permission for the occupant to be there, and if that permission does not exist, they ask the person to leave and clean up the campsite. If they do not, then a crime has been committed. The City has the option of arresting the person or persons involved, and clean up the campsite (with permission from the State or the Federal government). One wants to have the option of arrest so that there is not a physical confrontation between the occupants of the campsite and city workers.

RECOMMENDATION / SUGGESTED MOTION:

- A. I MOVE TO APPROVE ORDINANCE NO. 388 BY TITLE ONLY.**
(City Clerk to read Ordinance No. 388 by title only)
- B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 388.**

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A
CITY/STATE/FEDERAL FUNDS: N/A
TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

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

This item is not a purchase. Any costs would be part of normal operations.

Attachments

Ordinance No. 388



Ordinance

No. 388

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE SAN LUIS CITY CODE CHAPTER 94, PARKS AND RECREATION, BY ADDING SECTIONS 94.30 THROUGH 94.37 RELATING TO CAMPING ON PUBLIC PROPERTY; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING PROVISIONS FOR PENALTY

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

Section 1: Chapter 94, Parks and Recreation, of the San Luis City Code, is hereby amended to add Sections 94.30 through 94.37, inclusive, to read as follows:

Camping On Public Property

- 94.30 Definitions
- 94.31 Public property; restrictions
- 94.32 Other restrictions
- 94.33 Trees and shrubs in public places
- 94.34 Birds and animals; protection
- 94.35 Buildings prohibited
- 94.36 Camping prohibited
- 94.37 Penalty

§ 94.30 DEFINITIONS

For the purpose of this subchapter, §§ 94.30 through 94.37 inclusive, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CAMPSITE. Any place where any bedding, sleeping bag or other sleeping matter is placed, established or maintained, whether or not such place incorporates the use of any tent, lean-to, shack or other structure, or any vehicle or part thereof.

PUBLICLY OWNED PROPERTY. Any property owned by the city or owned by any county, municipal corporation, district, political subdivision

or agency of the State of Arizona, the State of Arizona, the United States or any subdivision or agency of the United States.

PUBLIC WORKS DIRECTOR. The Director of Public Works of the city or any employee authorized by the Director of Public Works to take action under this article.

TO CAMP. To set up or to remain in or at a campsite.

§ 94.31 PUBLIC PROPERTY; RESTRICTIONS.

It is unlawful for any person to do any of the following acts upon any public street, highway, alley, public place or any other publicly owned property regardless of the purpose for which the property was dedicated, acquired or purchased without consent of the Council:

- (A) take possession of any said property in any manner;
- (B) occupy and remain upon the property;
- (C) continue to live upon any of the aforementioned property after having been notified by any police officer or employee of the city to vacate the premises;
- (D) build any structure or habitat of any kind upon any of the property;
- (E) dump boxes, trash, litter, paper, refuse matter, tin cans or garbage on any of the property;
- (F) drive any vehicle of any kind upon or cross any of the property, except where the streets, highways, alleys, roadways or driveways have been properly laid out and open to the public; and
- (G) fence in or cultivate any of the property. This division shall not be interpreted to prohibit any person who owns or is lawfully maintaining any land fronting on a street from maintaining a lawn, garden, trees or other foliage on the part of the street right-of-way that is not paved if the land is customarily maintained by the owner of, or person maintaining, the lot fronting on the land.

§ 94.32 OTHER RESTRICTIONS.

No person shall maliciously or willfully deface, injure, destroy, besmear or bedaub any publicly owned building, sidewalk, street, pavement, curbing, water or sewer line or other publicly owned property.

§ 94.33 TREES AND SHRUBS IN PUBLIC PLACES.

(A) No person shall maliciously or willfully cut down, injure or destroy, in any manner, any tree, shrubbery, or flower, planted or growing in or on any street, park, alley or public grounds. This section shall not be interpreted to prohibit any person who owns or is lawfully maintaining any land fronting on a street from maintaining a lawn, garden, trees or other foliage on the part of the street right-of-way that is not paved if the land is customarily maintained by the owner of, or person maintaining, the lot fronting on the land.

(B) No person shall cut down any tree in any street right-of-way or parkway without permission of the Public Works Director.

§ 94.34 BIRDS AND ANIMALS; PROTECTION.

No person shall kill, wound, maim, injure or harm in any manner any bird or animal; or throw, fire or shoot any gun, pistol or other deadly weapon, or any stone, arrow or other missile at a bird or animal; or break, tear down or destroy any bird's nest or eggs or other contents of their nests on any publicly owned property except, the city may abate pests on city property.

§ 94.35 BUILDINGS PROHIBITED.

(A) It is unlawful for any person to maintain, build, erect or permit the erection of any building, hut, hotel, shanty, tent or other structure under his or her control on any street, sidewalk, alley, right-of-way or other publicly owned property.

(B) This section shall not prohibit the erection or installation of any tent or temporary structure where authorized by a permit issued by the city.

§ 94.36 CAMPING PROHIBITED.

It is unlawful for any person to camp in or upon any city sidewalk, street, alley, lane, park, public right-of-way or other place to which the general public has access, or under a bridge way or viaduct, unless otherwise specifically authorized by written permission, properly given, or by declaration by the mayor in emergency circumstances. This shall not be deemed to prohibit camping at designated campsites. No person shall be convicted of violating this section unless that person shall continue to camp after receiving a warning to leave and given a reasonable period of

time, not to exceed 24 hours, to leave. The warning may be given by a peace officer or by any city employee or officer, or by any other person charged with oversight or control of said public property.

§94.37 PENALTY

It shall be unlawful for any person, firm, or corporation to violate, or cause the violation, of any provision of this subchapter, §§ 94.30 through 94.36 inclusive. Any person, firm, or corporation violating any provision of this subchapter, §§ 94.30 through 94.37 inclusive, shall be guilty of a class one (1) misdemeanor, punishable pursuant to §10.99 of this Code. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 2: 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 3. 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.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this _____ day of _____, 2019.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Macuil, City Attorney