



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 27, 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, 27 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



AMENDED AGENDA

2/25/2019

AGENDA

**Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
February 27, 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

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. PRESENTATION/PROCLAMATION

4. A. Introduction of the City of San Luis new hires for the 4th quarter from October through December 2018. **(Edgardo Carbajal, HR Recruitment Coordinator)**

4. B. Proclamation - National Education Association Read Across America 2019

4. C. Proclamation - Cesar Chavez Day March 31, 2019

5. CONSENT AGENDA

All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

5. A. MINUTES OF

-Work Session held February 6, 2019

-Regular Council meeting held February 13, 2019

5. B. DISBURSEMENTS FROM FEBRUARY 1, 2019 THROUGH FEBRUARY 15, 2019

Total Disbursements \$756,059.84

(Seven Hundred Fifty-Six Thousand, Fifty-Nine Dollars and Eighty-Four Cents)

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 6. A.** Discussion, direction, and possible action on any and all matters regarding Resolution No. 2065. A resolution of the Mayor and City Council of the City of San Luis, Arizona, directing and authorizing the street name change of Juan Sanchez Boulevard to Cesar Chavez Boulevard. **(Jose A. Guzman, Director of Planning and Zoning)**
- 6. B.** Discussion and possible action on any and all matters regarding Resolution No. 2066. A resolution of the Mayor and City Council of the City of San Luis, Arizona, directing and authorizing the street name change of Industrial Avenue to Henry Chavez Court. **(Jose A. Guzman, Director of Planning and Zoning)**
- 6. C.** Discussion and possible action on any and all matters regarding Resolution No. 2067. A resolution of the Mayor and City Council of the City of San Luis, Arizona, directing and authorizing the roadway name change of Bradley Holcom Place to Bruce Jackson Place. **(Jose A. Guzman, Director of Planning and Zoning)**
- 6. D.** Discussion and possible action on any and all matters regarding an Agreement with Matrix Design Group, Inc. for professional planning services for the General Plan Update Project. **(Jose A. Guzman, Director of Planning & Zoning)**
- 6. E.** Discussion and possible action on any and all matters regarding the purchase of ELSPEC NORTH AMERICA, Equalizer Electrical System, Well Site No. 7 for the Public Works Department, Water Division. **(Eulogio Vera, Director of Public Works)**
- 6. F.** Discussion and possible action on any and all matters regarding the new Wastewater Shop design contract proposal of Vega and Vega Engineering, PLC for the Public Works Department, Wastewater Division. **(Eulogio Vera, Director of Public Works)**
- 6. G.** Discussion and possible action on any all matters regarding an agreement with the San Luis Industrial Park, L.L.C. to pay for and install landscaping in certain retention basins at the San Luis Industrial Park on the condition that the City of San Luis will maintain the improvements. **(Kay Marion Macuil, City Attorney)**
- 6. H.** Discussion and possible action on any and all matters regarding a PEPP Program agreement with the Arizona Division of Occupational Safety and Health, for a 3-year consulting agreement with the City of San Luis. **(Monica Castro, Director of Finance)**
- 6. I.** Discussion and possible action on any and all matters regarding the ratification and adoption of Order No. 2019-3. An order 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. (ITEM CONTINUED FROM REGULAR COUNCIL MEETING HELD FEBRUARY 13, 2019) **(Richard Jessup, Chief of Police)**

6. J. Public hearing followed by discussion and possible action on any and all matters regarding recommendation of a Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control to authorize the City of San Luis through its Parks and Recreation Department to sell alcohol at the March Baseball Exhibition on March 09, 2019. **(Lizandro Galaviz, Director of Parks and Recreation)**

A. Open public hearing

1. Presentation by staff and/or applicant

2. Call to the public on this item

B. Close public hearing

C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

6. K. Discussion and possible action on any and all matters regarding the approval of a contract between the City of San Luis and La Cachimba Promotions for musical performances for the 4th of July Celebration event. **(Lizandro Galaviz, Director of Parks & Recreation)**

7. **SUMMARY OF CURRENT EVENTS**

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

8. **CALL TO THE PUBLIC**

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

9. **ADJOURNMENT**



PRESENTATION

Regular City Council Meeting

4.A.

Meeting Date: 02/27/2019

Presentation Topic/Summary:

Introduction of the City of San Luis new hires for the 4th quarter from October through December 2018.
(Edgardo Carbajal, HR Recruitment Coordinator)

Attachments

Fourth Qtr New Hires 2018



Employee New Hire Report

Hire Date Range 10/01/18 - 12/31/18

Employee	Status	Date of Hire	Primary Department	Position
995 ALVARADO, ANNA K	A	10/09/2018	Police Department	POLICE COMMUNICATIONS OFFICER
999 CISNEROS, JAVIER	A	10/10/2018	Fire Department	FIRE FIGHTER
1001 QUINTERO GUERRERO, EFRAIN	A	11/06/2018	Utility Billing	METER READER
997 QUEVEDO, ERICK	A	11/14/2018	Public Works/Waste Water	WASTEWATER PLANT OPERATOR
1002 LARIOS, AYLEEN	A	11/19/2018	Utility Billing	CUSTOMER SERVICE REPRESENTATIVE

Grand Totals Employees 5



PROCLAMATION

Regular City Council Meeting

4.B.

Meeting Date: 02/27/2019

Title:

Proclamation - National Education Association Read Across America 2019

Attachments

Read Across America 2019



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

National Education Association Read Across America 2019

WHEREAS, the citizens of San Luis, Arizona stand firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future, and their ability to compete in a global economy; and

WHEREAS, our local schools have provided significant leadership in the area of community involvement in the education of our youth, grounded in the principle that educational investment is key to the community's well being and long-term quality of life; and

WHEREAS, "NEA's Read Across America," a national celebration of Dr. Seuss's Day was March 2, 2019, which promotes reading and adult involvement in the education of our community's students; and

WHEREAS, by recommitting to improve literacy and raising the expectations we have for our students, for our schools, and for ourselves, we will secure the future for our children and give every child a chance to succeed;

NOW THEREFORE BE IT RESOLVED that Mayor Gerardo Sanchez calls on the citizens of San Luis, Arizona, to assure that parents, teachers, and communities work together to ensure reading is a local priority.

AND BE IT FURTHER RESOLVED that this City Council enthusiastically endorses "NEA's Read Across America" and recommits our community to engage in programs and activities to make America's children the best readers in the world.

PASSED AND ADOPTED this 27th day of February 2019.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PROCLAMATION

Regular City Council Meeting

4.C.

Meeting Date: 02/27/2019

Title:

Proclamation - Cesar Chavez Day March 31, 2019

Attachments

Proclamation - Cesar Chavez Day



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

CESAR CHAVEZ DAY
March 31, 2019

WHEREAS, Cesar Estrada Chavez, a native Arizonan born on March 31, 1927, is celebrated as one of America's great Latino American civil rights activist; and

WHEREAS, he was committed to organizing farm workers to advocate for safe and fair working conditions, reasonable wages, decent housing, and the elimination of child labor; and

WHEREAS, Cesar Chavez and the Latino Community worked together in the struggle for justice to defend the poor and return dignity, respect and hope to workers; and

WHEREAS, his non-violent approach to social injustice made him an exemplary role model for union members nationwide and resulted in improving the lives of many Americans; and

WHEREAS, the life and service of Cesar Chavez continue to inspire us all to seek progress and justice by peaceful means; and

WHEREAS, Cesar Chavez peacefully passed away in his sleep on April 23, 1993 in San Luis, marking an era of dramatic changes in American agriculture.

NOW THEREFORE, I, Gerardo Sanchez, Mayor of the City of San Luis hereby proclaim March 31, 2019 as Cesar Chavez Day in San Luis and urge all citizens to participate in this important and historic event.

PASSED AND ADOPTED this ____ day of _____ 2019

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.A.

Meeting Date: 02/27/2019

Summary

MINUTES OF

- Work Session held February 6, 2019
 - Regular Council meeting held February 13, 2019
-

Attachments

2/6/2019 WS

2/13/2019 RCM

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
February 06, 2019
6:30 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Work Session to order at approximately 7:03 p.m.

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

ABSENT: Council Member Mario Buchanan Jr.

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Fire Chief
Aracely De La Hoya, Senior Services Manager
Axel Chayra, IT Department
Francia Alonso, 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
Jose A. Guzman, Director of Planning & Zoning
Martha Jimenez, Building Inspector
Monica Castro, Director of Finance
Richard Jessup, Chief of Police
Ric Bauermann, Fire Department

2. ITEMS FOR DISCUSSION ONLY

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

Ms. Sonia Cornelio, City Clerk, informed that the City Clerk's Office received the invoices from the Yuma County Elections Services for \$19,679.12 and the Yuma County Recorder's Office for \$26,732.41 for a total of \$46,411.53. She added that the department budgeted only \$25,000.00 for the 2018 Elections, which were held August 28, 2018. She informed that the department does not have enough funds to cover for both invoices; therefore, staff is requesting authorization to transfer \$21,411.53 from the Contingency Account.

Council Member Gloria Torres asked if the amount charged is normally what is charged to the city.

Ms. Cornelio replied that is an approximate fee that is charged to the city. She informed that the documents attached to the agenda items details the different charges to the different entities.

Council Member Matias Rosales asked why did staff budgeted lower than the actual charge.

Ms. Cornelio replied that in previous years staff budgeted a higher amount, but this year at the directive of administration staff budgeted less than previous years.

2. B. Discussion and possible directions to staff on any and all matters regarding the City of San Luis General Plan Update. (Jose A. Guzman, Director of Planning and Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, informed that staff has started the process for the General Plan update as required by state law to be done every 10 years. He stated that this is a two-year process and it needs to be adopted by City Council. Furthermore, he added that staff is currently reviewing the proposals to choose the consulting firm and will assist with the project. The contract will be presented before Council on February 27, 2019.

2. C. Discussion and possible directions to staff on any and all matters regarding the Downtown Mixed Use Zoning Project. (Jose A. Guzman Director of Planning and Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, informed that this project is to rezone approximately 40 acres located in the downtown area. He added that this area was to rezone from residential to commercial in 1997. He mentioned that currently 65% of that area is residential, this has caused a problem for many residents as they cannot do any modifications to existing homes.

Mayor Gerardo Sanchez asked if this will be the only subdivision in San Luis that will be allowed to have a business and a home.

Mr. Guzman replied that as Mayor Gerardo Sanchez mentioned this subdivision will allow a business and a home at the same location. He informed that this project is projected to be done by June 2019.

Council Member Matias Rosales asked if the parking requirement will be waived if a business is located in that area.

Mr. Guzman replied that in addition to the rezoning a text amendment will be done to limit the parking requirements in that area.

2. D. Discussion and possible directions to staff on any and all matters regarding the amendment to the City Code Chapter 150: Building Regulations by updating the adopted building codes. (Joaquin Campa, Building Official)

Mr. Joaquin Campa, Building Official, informed that staff would like to amend the building regulations to the latest edition, which is the 2018. He stated that at this time the City of San Luis is utilizing the 2003 regulations. He informed that the City of Yuma is currently using the 2018 edition and the City of Somerton will adopt the 2018 edition by the end of May 2019.

Mayor Gerardo Sanchez asked if the transition will be difficult for contractors, as we are moving from 2003 to 2012.

Mr. Campa replied that the change should not be a problem as most of the contractors are working with the 2012 edition as it was the City of Yuma previous edition before adopting the 2018 edition. He informed that there will be some changes but they will not be significant changes.

Council Member Matias Rosales asked if the 2018 will be adopted in its entirety.

Mr. Campa replied that staff is working in some amendments to the 2018 edition.

Mayor Gerardo Sanchez thanked Mr. Campa and staff for the work being done on this project.

2. E. Discussion and possible directions 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. (Glenn J. Gimbut, Assistant City Attorney)

Mr. Glenn Gimbut, Assistant City Attorney, informed that this has been proposed due to the problem of camping behind Mesa Street on Bureau of Reclamation land. He mentioned that a trespassing ordinance does not apply in this case, as the property owner needs to ask the trespasser to leave and to show up to court to justify. He stated that the proposed ordinance has been adopted by other cities and has worked well. This ordinance will be enforceable by the Police Department and will not need the federal and/or state government to show up for court to testify. The city will have the option of arresting the person or persons involved and having the Police Department to enforce this ordinance will avoid physical confrontation between the occupants and city workers.

Council Member Africa Luna-Carrasco asked if camping in public areas is a problem in the city.

Chief Richard Jessup informed that the last year this has been a problematic issue, these people leave their trash behind and there has been many times that residents complain about these issues including vehicles parking on public right-of-way. He stated that there have been many times that he has had discussions with Mr. Eulogio Vera, Director of Public Works and himself regarding these issues. He mentioned that as stated by Mr. Gimbut, those individuals cannot be arrested because of trespassing, because they are on federal property. He stated that this ordinance will be the best way to alleviate this problem.

Council Member Matias Rosales mentioned that one other problem is people crossing across the border to go to work in agriculture. He stated that those people cross early in the morning and also camp around the city while they wait for their bus to arrive. He asked is something can be done to avoid camping in the city.

Mr. Jessup replied that one of the solutions would be that agricultural companies work together with local businesses to designate an area to let people stay and wait for their bus to come. He mentioned that will be part of the solution but the business owners have the right to make that decision.

Council Member Matias Rosales stated that he knows that there are some United States Department of Agriculture (USDA) funding for housing for agricultural workers, as there are some companies in Yuma that provide that type of housing.

Vice Mayor Maria Cecilia Ramos agreed on starting this process right away to avoid health issues.

Mr. Jessup informed that this ordinance will be enforced anywhere San Luis property is owned and also can be used anywhere within city limits.

Ms. Kay Marion Macuil, City Attorney, informed that the Department of Labor is the enforcer for the housing for farmworkers.

Mayor Gerardo Sanchez stated that an ordinance is a need to enforce this camping problem. He mentioned that he has seen this problem over at Friendship Park where people leave all their "camping gear" behind. He added that he understands Council Member Matias Rosales' concern, but he finds that this problem is the agricultural companies problem as well, they need to find a solution and the city will have to put pressure to find a solution.

2. F. Discussion and possible directions to staff 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)

Ms. Jenny Torres, Economic Development Manager, informed that this is part of the Intergovernmental Agreement with the 4FrontEd program, which is a governing board. This item is to hire an executive director that will oversee the projects that the board is currently working on. She stated that interviews were done and the position is being offered to Nazzer O. Mendez to provide those services. Furthermore, she added that the salary will be \$50,000.00 plus travel expenses. She mentioned Mr. Mendez would be working under the governing board of the 4FrontEd program.

Mayor Gerardo Sanchez clarified that this salary is not coming from the City of San Luis, this is coming out of the 4FrontEd budget.

Ms. Torres informed that Mayor Gerardo Sanchez is correct, the city is the financial administrator, for this reason the contract is coming before Council for approval. This position is being funded by all the municipalities within the county.

2. G. Discussion and possible directions to staff 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)

Ms. Jenny Torres, Economic Development Manager, informed that as part of the budget staff allocated funds to hire an engineer to do the design of the project that will be submitted for the State Special Project from the Arizona Department of Housing. She mentioned that staff is exploring different potential projects that would be eligible for that grant funding. She stated that she met with Mr. Eulogio Vera, Director of Public Works and Mr. James Davey from James Davey and Associates and it was determined that Rancho Los Oros Improvement would be an ideal application. Furthermore, she informed that Rancho Los Oros requires a lot of improvements for this reason is looking into splitting this project into two phases. Ms. Torres informed that staff is requesting to award the engineering contract to James Davey and Associates, Inc. in the amount of \$39,720.00 for the design of this project.

2. H. Discussion and possible directions to staff 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)

Ms. Jenny Torres, Economic Development Manager, informed that the original Intergovernmental Agreement (IGA) was approved in October 2016 and a renewal was done in October 2017. She added that this program has been very effective that promotes growth and expands economic opportunities to the 4FrontEd region. She stated that the governing board is recommendation is that the IGA is adopted for 5-year term, to avoid coming back to the municipalities every year for amendments. She added that all attorneys from the different municipalities reviewed and made changes to the IGA, such as adding the City of San Luis as the physical agent, the contribution will be done on a yearly basis, based on economic growth.

Mayor Gerardo Sanchez stated that this is a great program and thanked every entity contributing towards this program.

3. ADJOURNMENT

MOTION: Vice Mayor Maria Cecilia Ramos/Council Member Jose Ponce to adjourn the Work Session at approximately 7:18 p.m. Motion passed unanimously.

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

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:02 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 A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Fire Chief
Enrique Lopez, Fire Captain
Ernesto Prieto, Police Detective
Eulogio Vera, Director of Public Works
Francia Alonso, PIO/Assistant to Council
Javier Gonzalez, Fire Engineer
Jenny Torres, Economic Development Manager
Jesus De Leon, Police Officer
Jesus Meza, Assistant Director of Parks & Recreation
Jorge Mungaray, Senior IT Technician
Jorge Perez, Billing & Collections Manager
Jose De La Vara, City Prosecutor
Luis Cebreros, Fire Fighter
Marco Santana, Police Lieutenant
Michelle Boucher, Administrative Coordinator
Miguel Alvarez, Police Lieutenant
Monica Castro, Director of Finance
Nigel Reynoso, Police Lieutenant
Nohemy Echavarria, Magistrate
Ric Bauermann, Fire Inspector
Richard Jessup, Chief of Police
Cesar Neyoy, Reporter
Christian Cuevas, Simultaneous Interpreter

Concepcion Ulloa, Resident
Diane Umpress, Amberly's Place Executive Director
Lucy Lopez, Reporter

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Maria Cecilia Ramos.

3. INVOCATION

The Invocation was led by Mr. Richard Jessup, Chief of Police.

4. 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 were officiated by the Honorable Nohemy Echavarria, San Luis Court.

Chief of Police Richard Jessup thank everyone present and acknowledged the presence of staff from different Law Enforcement Agencies and his wife Lisa Jessup.

Mayor Gerardo Sanchez stated that Chief Richard Jessup has proven to be very efficient, proficient and professional, it shows and has made a difference with the limited resources that the City of San Luis has, he congratulated Chief of Police Richard Jessup.

Fire Chief Angel Ramirez thanked everyone present and acknowledged the presence of his staff, parents, children and future father and mother-in-law.

Mayor Gerardo Sanchez thanked Fire Chief Angel Ramirez for taking the position and congratulated him. He added that when it was first started it was more firefighters and the staff present are probably the best trained in the state, the City of San Luis Fire Department does not only have firefighters but paramedics, it is not seen in any other city. The city is working for the substation at F Avenue. He thanked everyone at the Fire Department.

Vice Mayor Maria Cecilia Ramos thanked both Chiefs for their hard work and dedication to the City of San Luis.

5. CONSENT AGENDA

5. A. MINUTES OF

- 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.

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)

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)

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)

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)

MOTION: Council Member Matias Rosales/Vice Mayor Maria Cecilia Ramos to approve the Consent Agenda as presented. Motion passed unanimously.

Mayor Gerardo Sanchez stated that he knows there are members of the community who want to address the Mayor and City Council. The item cannot be discussed and a work session will be held to discuss the item in depth. Mayor Gerardo Sanchez moved Call to the Public to be next on the Agenda. There was no objection from the City Council.

CALL TO THE PUBLIC

Ms. Ericka Cortes, 2185 N. Garcia Boulevard, SLAZ, mentioned that many neighbors are present tonight regarding the curve to Los Alamos subdivision. There have been various accidents where her neighbor was killed. They do not want more tragedies, they want more lights, they want that road to be fixed, by law that subdivision should have two entrances and exits. She collected signatures of over 200 residents in that area that are supporting and requesting the assistance of the City Council on this matter.

Ms. Aida Franco, 2315 Uribe Street, SLAZ, mentioned that she supports her community where she resides, there has been many accidents and they all want to get home after work, there are no sidewalks for children to use if they want to ride a bicycle to school, there are no lights and added that it is a very dangerous street. She asked the Mayor and City Council to do something about fixing this street.

Mr. Max Iñiguez, 2313 E. Galindo Street, stated that he supports the other residents in Los Alamos subdivision and added that he has been a resident ten (10) years of the area. It is not only the curve that they are having problems with but also when it rains the road erodes then the street is closed and then the city employees try to clean and fix it fast. What happened with the fatal accident that occurred in that curve, why did the city place markers or signals that previously were not there? Did the city feel the city was wrong and realized that those were needed? Something needs to be done as when one is driving and the opposite vehicle as well, the vehicles invade the other lane as there is a blind spot when the lights hits one's eyes. There are many discrepancies that need a solution to this road.

Ms. Lourdes Zevillano, 2505 David Riedel Boulevard, SLAZ, supports her neighbors and added that she drives that road on a daily basis and has invaded the other lane due to the light that is being reflected from other vehicles or the sun. The accidents that have occurred in that street have nothing to do with alcohol. She asked the Mayor and City Council to listen to the residents' concerns regarding this issue.

Ms. Angela Delgado, Galindo Street, SLAZ, stated that the curve is very dangerous but there have been many accidents and the night of Christmas eve has been the worst and had to drive through the dirt to get out of the subdivision. She asked why can't another road be opened through Avenue F? There need to be more sidewalks like they were promised why anything is being done? They need action from the city and asked the City Council not to ignore them.

Ms. Christina Garcia, 2345 Galindo Street, SLAZ, supported the residents from Los Alamos and added that the street is ugly, there are no sidewalks and are very much needed.

Mr. Adrian Madrigal, 2142 N. David Riedel Boulevard, stated that due to the road, a fatal accident happened, it is an ugly street, there is no visibility, that it is the only entrance/exit to Los Alamos. On Christmas eve he had to wait for approximately 20 minutes, was heading to work and returned home to change vehicles to be able to cross through the desert. Approximately three (3) weeks ago, there was another incident at the same location of the fatal accident on December 24, of a vehicle who was outside the road that almost rolled over, thank God nothing major happened, the driver was not drinking so the problem was not alcohol. He added that it bothered him that after a fatal accident, the road was striped and reflectors placed by the city.

Mr. Jorge Vallejo, 2411 Uribe Street, SLAZ, stated that everyone is expressing that the road is ugly and they all know that. There are many careful drivers, and one reduces the speed and sometimes there are people running or jogging and have to move to the desert placing their life in danger as a wild insect can bite them. He asked the Mayor and City Council to listen to their concerns as they cannot tolerate more accidents.

Mr. Felipe Frayde, 2246 N. David Riedel Boulevard, SLAZ, said that all statements by the residents in Los Alamos are dangerous facts they all have been going through every day and when something like that accident happens, it is very difficult for them to get in and out Los Alamos. He asked the Mayor and City Council to listen to their pleas.

Resident, 2153 N. Garcia Boulevard, SLAZ, stated that the road is not too reliable as when incoming vehicles cannot be seen when driving to Los Alamos is dangerous. Something needs to be done to prevent another fatal accident.

Ms. Michelle Iñiguez, 2313 Galindo Street, SLAZ, commented that she has been a resident of Los Alamos and it bothers her that her parents who reside in Yuma do not feel comfortable nor safe to visit her as they are elderly and do not see at night and there is no proper lighting. Whenever they visit her they do it during the day and before it gets dark, they have to leave due to the dangerous curve. It is unfair that being a resident and taxpayer she is not entitled to the same things other residents have at different subdivisions throughout the city. She asked the Mayor and City Council to consider and do something about this issue, for this item to be placed on the agenda for further discussion.

Mr. Ruben Esquer, 2399 Galindo Street, SLAZ, said there are two (2) points that have not been discussed, which is that all have small children and the desert dogs which Animal Control has been notified about. These animals go to Los Alamos to eat and have been after the kids and eaten other pets. Also, the curve is very dangerous but the problems starts at County 22nd Street and 10th Avenue.

Mr. Jorge Perez, 2369 Galindo Street, SLAZ, stated that he supports his neighbors in Los Alamos. He too has a baby that awaits for him every day and added the curve is dangerous. He does not have the solution to this problem but he definitely wants to contribute towards a solution.

Ms. Marisela Cervantes, 2330 Heredia Street, SLAZ, added that as all the residents have stated everyone knows what the problem is. Lights are very necessary, not too long ago, there were foggy days and where visibility was not good. She was concerned about sending her children in the bus to school as the bus makes wide turns and without visibility can hit the curve. Also lights are needed on County 22nd Street as well. She asked the Mayor and City Council to consider her petitions.

Ms. Nancy Rocha, 2322 E. Galindo Street, SLAZ, stated that she experienced foggy days with her daughter and during these days there was no visibility, lines could not be seen and there is a need for another entrance/exit to Los Alamos.

Mayor Gerardo Sanchez stated that something different will be done...he needs for five (5) people that are present tonight to be assigned to meet with him next week and the items will be talked about one by one. He will explain to them exactly what is happening, the story so that they can pass the word to their neighbors as everyone works to talk about solutions. He will meet with them in Los Alamos as well as the City Engineer. In 2013 he informed the city that there were problems with that road. He obtained a quote to lift the road back then at the cost of \$350,000.00, six years have passed, how much will it cost now to lift the road. He needs to explain to the five (5) assigned representative what happened so that they can understand.

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)

Mr. Eulogio Vera, Director of Public Works, informed that 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 their 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 process is not likely to result in a lower price.

MOTION: Council Member Matias Rosales/Council Member Africa Luna-Carrasco to approve the purchase of the three (3) Public Works – Wastewater Division vehicles for \$90,884.82 as presented. Motion passed unanimously.

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)

Mr. Jesus Meza, Assistant Director to Parks & Recreation, explained that in November 2018 they forwarded three (3) bids as part of this purchase. This filtration system used to worth \$29,000.00 and a few months later it went up by \$7,000.00 therefore it exceeds the \$35,000.00 limit for a sealed bid type of process. Mr. Meza requested the Mayor and City Council's approval to go forward with the best bid and to waive the procurement code for the sealed bids and go with the three (3) bid system.

Mayor Gerardo Sanchez replied that they need to fix the pool now and waiting will increase the price even more. There are hundreds of kids that use that pool and a new one is needed.

MOTION: Council Member Africa Luna-Carrasco/Council Member Jose Ponce 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. Motion passed unanimously.

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)

A. Open public hearing

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

1. Staff and/or applicant presentation

Mrs. Sonia Cornelio, City Clerk, stated that the liquor license application was posted at the proposed location to be licensed for at least 20 days as required by state law. Her office did not receive any calls in favor of or against the application.

2. Call to the public on this item

There were no comments from the public on this item.

B. Close public hearing

MOTION: Council Member Jose Ponce/Council Member Africa Luna-Carrasco to close the public hearing. Motion passed unanimously.

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

MOTION: Council Member Matias Rosales/Council Member Africa Luna-Carrasco to approve the item as presented. Motion passed with six (6) aye votes and one (1) nay vote by Vice Mayor Maria Cecilia Ramos.

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)

Mr. Richard Jessup, Chief of Police, explained that 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.

MOTION: Vice Mayor Maria Cecilia Ramos/Council Member Jose Ponce to approve Resolution No. 2064. Motion passed unanimously.

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)

Mr. Richard Jessup, Chief of Police, requested that this item be continued as two of the issues the federal government faced in awarding these this year was that their process had changed so there were some things the Mr. Zeltzer had to get done on his end from the federal government perspective to award all of the stonegarden grants and their process. The second thing that arise was with the government shutdown there were items that came much later than expected, they allowed the San Luis Police Department the opportunity to go ahead and continue with last year's grant which they have done, so they are at that point because this is dated January 1 they will not use those funds until they can go ahead and make the necessary changes and get ratification in regards to the dates are concerned.

MOTION: Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to continue this item to the next scheduled Council meeting. Motion passed unanimously.

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)

Ms. Kay Macuil, City Attorney, explained that when there are camp sites on public lands such as federal government state lands, the city does not have an owner with responsibility locally to warn people to get off the land like it would be with a trespass and then the city does not have a person to go to, to be a witness that they indeed trespass so this ordinance helps the city by making the police the ones to warn to leave and the ones that come to court. Staff recommends approval of this ordinance.

Mayor Gerardo Sanchez, stated that this ordinance was discussed at the last work session and this is a tool that the Police Department needs to do something about this situation.

**A. Motion to approve Ordinance No. 388 by title only
(City Clerk to read Ordinance No. 388 by title only)**

MOTION: Council Member Jose Ponce/Vice Mayor Maria Cecilia Ramos to approve Ordinance No. 388 by title only. Motion passed unanimously.

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 388 by title only.

B. Action on Ordinance No. 388.

MOTION: Council Member Jose Ponce/Vice Mayor Maria Cecilia Ramos to approve Ordinance No. 388. Motion passed unanimously.

7. SUMMARY OF CURRENT EVENTS

Council Member Jose Ponce reminded everyone about the Cesar Chavez event to be held February 27, 2019 with the proclamation and then during the month of March there will be a few activities relating to Cesar Chavez as well.

Mayor Gerardo Sanchez reported that due to what is happening in San Luis it is jumping in Yuma and committees are being formed in Yuma recognizing Cesar Chavez.

Council Member Matias Rosales reported that he spoke to Mr. Luis Ramirez today and was informed that CBP released their five (5) year project list and the City of San Luis appears on their five (5) year priority list.

Vice Mayor Maria Cecilia Ramos reported she attended the Governor's State of the State Address, it was very positive, one billion dollars in reserve compared to one billion in negative numbers when he came in.

8. CALL TO THE PUBLIC

There were no comments from members of the public.

9. ADJOURNMENT

MOTION: Council Member Matias Rosales/Council Member Mario Buchanan Jr. to adjourn the Regular Council meeting at approximately 8:12 p.m. Motion passed unanimously.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.B.

Meeting Date: 02/27/2019

Summary

DISBURSEMENTS FROM FEBRUARY 1, 2019 THROUGH FEBRUARY 15, 2019

Total Disbursements \$756,059.84

(Seven Hundred Fifty-Six Thousand, Fifty-Nine Dollars and Eighty-Four Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING FEBRUARY 27, 2019 Disbursement Reports from 2/1/2019 to 2/15/2019

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	2/6/2019	\$ 291,921.42	Schedule A
Accounts Payable Check Account	2/7/2019	\$ 233,481.81	Schedule B
Payroll Check Account	2/12/2019	\$ 4,556.36	Schedule C
Accounts Payable Check Account	2/14/2019	\$ 226,100.25	Schedule D

Total Disbursements: \$ 756,059.84

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

Prepared by Angelica V. Castro:

Verified by Director of Finance:

For Council approval on:

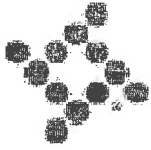
Mayor:

Council:

RECEIVED

2019 FEB 21 P 3:34

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK



Schedule A
Pay Day Register
 Pay Date Range 01/19/19 - 02/01/19
 Pay Batch 201903

PSPRS POLICE DB RATE - TIER 3	1,019.49	10,256.41	BUS COMPANY AND DRIVERS	138.40	2,507.20
STANDARD LIFE ADDTNL	812.63	.00	CLERICAL OFFICE/ LIBRARY/	248.83	103,675.16
TRANSWESTERN MEXICAN	96.26	.00	Electrician	58.53	1,864.00
U.S. MEX DENTAL - EE &	571.32	.00	FIREFIGHTERS & DRIVERS	2,417.51	68,678.70
U.S. MEX DENTAL - EE &	84.64	.00	GARBAGE/ ASH/ REFUSE	347.05	5,552.80
UNITED WAY	14.00	.00	MUNICIPAL/ TOWN/	90.72	5,184.00
US & MEX DENTAL= FAMILY	554.82	.00	PARKS- NOC ALL EMPLOYEES	463.24	14,943.12
US & MEX HEALTH = C	6,141.80	.00	POLICE OFFICERS	3,989.43	91,083.48
US & MEX HEALTH = FAMILY	4,353.85	.00	RECREATION- ALL EMPLOYEES/	221.14	16,140.91
US & MEX HEALTH = SP	1,198.40	.00	SEWAGE DISPOSAL/ PLANT	682.70	19,846.07
VSP - VISION FAMILY	584.25	.00	Street or Road Construction	1,677.28	20,887.25
Net	<u>\$291,921.42</u>		WATERWORKS OPERATIONS	<u>604.56</u>	<u>17,422.55</u>
			Total	<u>\$12,081.30</u>	

<u>Direct Deposits</u>	<u>Amount</u>
1st Bank Yuma	25,170.92
ACADEMY BANK	3,763.62
Bank of America	200.00
BBVA COMPASS	890.91
Charles Sch	200.00
Chase Bank	132,390.80
CHASE BANK CA	2,157.45
CHASE BANK MORGAN	1,869.37
chase centro	947.31
Federal Credit Union	35,769.98
FF CREDIT UNION	300.00
GREEN DOT BANK	1,274.75
HUGHES FCU	100.00
National Bank	500.00
Navy Federal	10,351.67
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	1,012.64
Sunbank	1,246.73
USAA FEDERAL SAVING	1,104.96
WASHINGTON FEDERAL	886.55
Wells Fargo	53,475.16
WELLS FARGO ARKANSAS	<u>1,489.37</u>
Total	<u>\$275,222.19</u>
Check	\$16,699.23

Prepared by:
 Debora Luna

Date:

Payment Register

From Payment Date: 2/4/2019 - To Payment Date: 2/7/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
88140	02/07/2019	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	\$160.61			
88141	02/07/2019	Open			Accounts Payable	FOP/ALC	\$225.00			
88142	02/07/2019	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$100.00			
88143	02/07/2019	Open			Accounts Payable	PIONEER CREDIT RECOVERY, INC	\$147.29			
88144	02/07/2019	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$390.00			
88145	02/07/2019	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$4,178.49			
88146	02/07/2019	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00			
88147	02/07/2019	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$575.00			
88148	02/07/2019	Open			Accounts Payable	LAW OFFICE OF JEREMY CLARIDGE, PLC	\$6,400.00			
Type Check Totals:										
1BYPAYABLE - 1st BY Accounts Payable Totals							94 Transactions	\$233,481.81		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$233,481.81	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	94	\$233,481.81	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$233,481.81	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	94	\$233,481.81	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$233,481.81	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	94	\$233,481.81	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$233,481.81	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	94	\$233,481.81	\$0.00

Prepared by
Maggie Dominguez
Date: 2/7/19

Payment Register

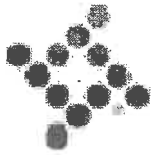
From Payment Date: 2/4/2019 - To Payment Date: 2/7/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
88055	02/06/2019	Open			Accounts Payable	VALLE, ASHLEY	\$91.00		
88056	02/07/2019	Open			Accounts Payable	AIRGAS-WEST	\$1,165.30		
88057	02/07/2019	Open			Accounts Payable	ALSCO, INC	\$125.04		
88058	02/07/2019	Open			Accounts Payable	AMERICAN RED CROSS	\$300.00		
88059	02/07/2019	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$20,985.48		
88060	02/07/2019	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	\$65.00		
88061	02/07/2019	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	\$150.00		
88062	02/07/2019	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	\$300.00		
88063	02/07/2019	Open			Accounts Payable	ARIZONA GLOVE AND SAFETY	\$1,086.04		
88064	02/07/2019	Open			Accounts Payable	ARIZONA PARKS AND RECREATION	\$100.00		
88065	02/07/2019	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$44.76		
88066	02/07/2019	Open			Accounts Payable	ARIZONA REFUSE SALES, LLC	\$873.02		
88067	02/07/2019	Open			Accounts Payable	AUTOZONE STORES, INC	\$135.06		
88068	02/07/2019	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$2,169.96		
88069	02/07/2019	Open			Accounts Payable	BOBADILLA, YADIRA	\$144.00		
88070	02/07/2019	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$574.56		
88071	02/07/2019	Open			Accounts Payable	CANIZALEZ, EDUARDO	\$7,000.00		
88072	02/07/2019	Open			Accounts Payable	CAZAREZ, KATHYA	\$100.00		
88073	02/07/2019	Open			Accounts Payable	CDWG	\$217.78		
88074	02/07/2019	Open			Accounts Payable	CENTURYLINK	\$6,651.06		
88075	02/07/2019	Open			Accounts Payable	CLEAR CHANNEL AIRPORTS	\$167.79		
88076	02/07/2019	Open			Accounts Payable	COPPER STATE BOLTS & NUT CO.	\$709.24		
88077	02/07/2019	Open			Accounts Payable	CURIEL, RAMSES	\$209.00		
88078	02/07/2019	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$70.00		
88079	02/07/2019	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$1,830.41		
88080	02/07/2019	Open			Accounts Payable	DUENAS, DEREK	\$91.00		
88081	02/07/2019	Open			Accounts Payable	DUENAS, RAMON, R	\$150.00		
88082	02/07/2019	Open			Accounts Payable	ENCINAS, JOSE	\$209.00		
88083	02/07/2019	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$432.99		
88084	02/07/2019	Open			Accounts Payable	GARCIA-BONILLA, ELIZABETH	\$13.16		
88085	02/07/2019	Open			Accounts Payable	GONZALEZ, KAROLINA	\$144.00		
88086	02/07/2019	Open			Accounts Payable	GONZALEZ, SANTIAGO, A	\$95.00		
88087	02/07/2019	Open			Accounts Payable	GRAND CANYON COUNCIL INC	\$634.00		
88088	02/07/2019	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	\$11,250.00		
88089	02/07/2019	Open			Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC	\$4,481.72		
88090	02/07/2019	Open			Accounts Payable	GUZMAN, JOSE, A	\$108.00		
88091	02/07/2019	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	\$2,500.00		
88092	02/07/2019	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$4,626.36		
88093	02/07/2019	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	\$280.00		
88094	02/07/2019	Open			Accounts Payable	JENKINS, OLIVIA	\$354.22		
88095	02/07/2019	Open			Accounts Payable	JOSEPH G. POLLARD CO., INC.	\$479.87		
88096	02/07/2019	Open			Accounts Payable	K & K SYSTEMS, INC.	\$24,428.48		

Payment Register

From Payment Date: 2/4/2019 - To Payment Date: 2/7/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
88097	02/07/2019	Open			Accounts Payable	KENDALL ACQUISITIONS COMPANY, LLC	\$1,840.00		
88098	02/07/2019	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$709.95		
88099	02/07/2019	Open			Accounts Payable	LEGROS, BRIAN, SEAN	\$2,165.12		
88100	02/07/2019	Open			Accounts Payable	LOOMIS	\$1,558.17		
88101	02/07/2019	Open			Accounts Payable	LOU'S GLOVES, INC	\$312.00		
88102	02/07/2019	Open			Accounts Payable	MASTER AUTO GLASS LLC	\$664.46		
88103	02/07/2019	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$25,316.34		
88104	02/07/2019	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$99.00		
88105	02/07/2019	Open			Accounts Payable	NEW BORDER TACTICAL, INC.	\$1,460.44		
88106	02/07/2019	Open			Accounts Payable	NEWMAN TRAFFIC SIGNS	\$4,347.55		
88107	02/07/2019	Open			Accounts Payable	PEREZ, BELEN	\$1,500.00		
88108	02/07/2019	Open			Accounts Payable	POWERDMS, INC	\$649.43		
88109	02/07/2019	Open			Accounts Payable	PPEP INC.	\$6,500.00		
88110	02/07/2019	Open			Accounts Payable	PURCELL TIRE CO.	\$521.74		
88111	02/07/2019	Open			Accounts Payable	QUIÑONES TIRES LLC	\$135.00		
88112	02/07/2019	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$6,467.61		
88113	02/07/2019	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$4,166.66		
88114	02/07/2019	Open			Accounts Payable	RAMON MOSQUEDA	\$200.00		
88115	02/07/2019	Open			Accounts Payable	REDBURN TIRE COMPANY	\$1,631.70		
88116	02/07/2019	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	\$617.62		
88117	02/07/2019	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$6,409.00		
88118	02/07/2019	Open			Accounts Payable	SAN LUIS INDUSTRIAL PARK, LLC	\$3,329.70		
88119	02/07/2019	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$12,214.82		
88120	02/07/2019	Open			Accounts Payable	SANCHEZ, ALEJANDRO	\$1,500.00		
88121	02/07/2019	Open			Accounts Payable	SPECTRUM BUSINESS	\$160.16		
88122	02/07/2019	Open			Accounts Payable	SUPREME PLUMBING SOLUTIONS LLC	\$6,320.00		
88123	02/07/2019	Open			Accounts Payable	SYNOVIA SOLUTIONS, LLC	\$389.71		
88124	02/07/2019	Open			Accounts Payable	SYS AID TECHNOLOGIES, INC.	\$1,704.00		
88125	02/07/2019	Open			Accounts Payable	THE ROACH PEST CONTROL	\$70.00		
88126	02/07/2019	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$937.36		
88127	02/07/2019	Open			Accounts Payable	ULINE, INC.	\$143.66		
88128	02/07/2019	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$718.50		
88129	02/07/2019	Open			Accounts Payable	USA BLUE BOOK	\$2,421.79		
88130	02/07/2019	Open			Accounts Payable	VARGAS, HERIBERTO	\$150.00		
88131	02/07/2019	Open			Accounts Payable	VERA, EULOGIO	\$92.75		
88132	02/07/2019	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$826.95		
88133	02/07/2019	Open			Accounts Payable	WESTAIR GASES & EQUIPMENT INC.	\$798.99		
88134	02/07/2019	Open			Accounts Payable	WILLDAN ENGINEERING	\$23,629.13		
88135	02/07/2019	Open			Accounts Payable	YUMA COUNTY RECORDER	\$105.00		
88136	02/07/2019	Open			Accounts Payable	YUMA SUN INC	\$924.00		
88137	02/07/2019	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$481.01		
88138	02/07/2019	Open			Accounts Payable	YUMA WINNELSON CO.	\$1,399.82		
88139	02/07/2019	Open			Accounts Payable	BALSINO, PETER, M	\$159.98		



Schedule C

Pay Day Register

Pay Date Range 02/01/19 - 02/28/19

Pay Batch 201902M

Pay Batch 201902M Total

Employees in Pay Batch 7:-

Female Employees in Pay Batch 3

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,700.00	Dental Council	265.31 .00
806 - TELEPHONE STIPEND	.0000	150.00	Imputed Income		EODCRS - COUNCIL	108.00 .00
Total	0.0000	\$7,700.00	FEDERAL TAX WITHHOLDING	28.70	EODCRS - DISABILITY	2.26 .00
			SOCIAL SECURITY TAX	477.40	EODCRS/EORP LEGACY RATE	999.00 .00
			MEDICARE	111.67	Health Council	6,693.88 .00
			STATE WITHHOLDING	151.63	Retirement Council EORP	3,536.25 5,750.00
			Council Retirement EORP	588.50	Vision Council	74.90 .00
			Dental Council	147.98	Total	\$11,679.60
			EODCRS - COUNCIL	144.00		
			EODCRS - DISABILITY	2.26	Workers' Comp	
			GARNISHMENT	221.10	MUNICIPAL/ TOWN/	134.77 7,700.00
			Medical Council	1,216.20	Total	\$134.77
			MISCELLANEOUS	5.00		
			Vision Council	49.20	Direct Deposits	Amount
			Net	\$4,556.36 ✓	1st Bank Yuma	728.70
					Chase Bank	738.14
					Federal Credit Union	918.37
					Sunbank	1,005.82
					WASHINGTON FEDERAL	751.40
					Wells Fargo	413.93
					Total	\$4,556.36
					Check	\$0.00

Prepared by:
 Debora Luna

Date:

Approved by:
 Carlos

Payment Register

From Payment Date: 2/11/2019 - To Payment Date: 2/14/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
88235	02/14/2019	Open			Accounts Payable	AUTOZONE STORES, INC	\$2,228.91		
88236	02/14/2019	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,920.76		
Type Check Totals:							\$226,100.25		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	88	\$226,100.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	88	\$226,100.25	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	88	\$226,100.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	88	\$226,100.25	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	88	\$226,100.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	88	\$226,100.25	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	88	\$226,100.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	88	\$226,100.25	\$0.00

Prepared By:
Maggie Dominguez
 Date: *Maggie D.*
C 2/21/19

Payment Register

From Payment Date: 2/11/2019 - To Payment Date: 2/14/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
88149	02/13/2019	Open			Accounts Payable	US BANK	\$1,500.00		
88150	02/14/2019	Open			Accounts Payable	24 KARAT JEWELERS	\$202.73		
88151	02/14/2019	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	\$65.00		
88152	02/14/2019	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	\$65.00		
88153	02/14/2019	Open			Accounts Payable	CAMPA, OMAR	\$10.00		
88154	02/14/2019	Open			Accounts Payable	FACTOR SALES, INC.	\$338.55		
88155	02/14/2019	Open			Accounts Payable	FLORES, CARLOS	\$150.00		
88156	02/14/2019	Open			Accounts Payable	GARCIA, MICHAEL	\$25.00		
88157	02/14/2019	Open			Accounts Payable	LAGUNA, JOSE, LUZ	\$966.00		
88158	02/14/2019	Open			Accounts Payable	OCHOA, ANTONIO	\$150.00		
88159	02/14/2019	Open			Accounts Payable	RAMIREZ MUNGUIA, ARTURO, I	\$20.00		
88160	02/14/2019	Open			Accounts Payable	SM TOURS LLC	\$1,400.00		
88161	02/14/2019	Open			Accounts Payable	VELAZQUEZ, OMAR	\$150.00		
88162	02/14/2019	Open			Accounts Payable	VERA, JOSE	\$20.00		
88163	02/14/2019	Open			Accounts Payable	YUMA COUNTY WATER USERS	\$15.00		
88164	02/14/2019	Open			Accounts Payable	4 IMPRINT	\$202.33		
88165	02/14/2019	Open			Accounts Payable	AFLAC	\$4,252.56		
88166	02/14/2019	Open			Accounts Payable	ALBERT HOLLER & ASSOCIATES	\$2,000.00		
88167	02/14/2019	Open			Accounts Payable	ALSCO, INC	\$3,328.70		
88168	02/14/2019	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	\$150.00		
88169	02/14/2019	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$225.00		
88170	02/14/2019	Open			Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY	\$67.05		
88171	02/14/2019	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$1,620.22		
88172	02/14/2019	Open			Accounts Payable	B&H FOTO & ELECTRONICS CORP.	\$1,559.11		
88173	02/14/2019	Open			Accounts Payable	BALAR EQUIPMENT CORPORATION	\$3,942.28		
88174	02/14/2019	Open			Accounts Payable	BILL ALEXANDER FORD	\$4,864.50		
88175	02/14/2019	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$304.77		
88176	02/14/2019	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$759.48		
88177	02/14/2019	Open			Accounts Payable	CENTERLINE SUPPLY WEST	\$4,694.05		
88178	02/14/2019	Open			Accounts Payable	CENTURYLINK	\$275.71		
88179	02/14/2019	Open			Accounts Payable	CENTURYLINK	\$1,327.81		
88180	02/14/2019	Open			Accounts Payable	CLEAR CHANNEL AIRPORTS	\$167.79		
88181	02/14/2019	Open			Accounts Payable	DESERT WATER	\$483.21		
88182	02/14/2019	Open			Accounts Payable	DNK PLUMBING SUPPLY	\$188.00		
88183	02/14/2019	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$55,141.20		
88184	02/14/2019	Open			Accounts Payable	EAP PREFERRED	\$453.60		
88185	02/14/2019	Open			Accounts Payable	EARPHONE CONNECTION	\$257.39		
88186	02/14/2019	Open			Accounts Payable	FISHER CHRYSLER	\$380.29		
88187	02/14/2019	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$3,120.00		
88188	02/14/2019	Open			Accounts Payable	GOMEZ-DOMINGUEZ, FRANCISCO	\$1,273.05		
88189	02/14/2019	Open			Accounts Payable	GREEN PRO SOLUTIONS	\$941.99		
88190	02/14/2019	Open			Accounts Payable	HORN INTERPRETING SERVICES, INC	\$170.00		

Payment Register

From Payment Date: 2/11/2019 - To Payment Date: 2/14/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
88191	02/14/2019	Open			Accounts Payable	IMAC ROCK AND LANDSCAPE LLC	\$4,196.58		
88192	02/14/2019	Open			Accounts Payable	IPS GROUP INC	\$536.54		
88193	02/14/2019	Open			Accounts Payable	IRON MOUNTAIN INC	\$59.67		
88194	02/14/2019	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$920.44		
88195	02/14/2019	Open			Accounts Payable	LARIOS, GRISELDA	\$25.00		
88196	02/14/2019	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$1,107.19		
88197	02/14/2019	Open			Accounts Payable	LG ON SITE LLC	\$11,353.20		
88198	02/14/2019	Open			Accounts Payable	LIFELINE TRAINING	\$698.00		
88199	02/14/2019	Open			Accounts Payable	LOU'S GLOVES, INC	\$780.00		
88200	02/14/2019	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$60.00		
88201	02/14/2019	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$45.00		
88202	02/14/2019	Open			Accounts Payable	MOTOROLA SOLUTIONS, INC	\$47,785.84		
88203	02/14/2019	Open			Accounts Payable	NAPA AUTO PARTS	\$58.11		
88204	02/14/2019	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	\$169.12		
88205	02/14/2019	Open			Accounts Payable	OFFICE DEPOT	\$5,074.33		
88206	02/14/2019	Open			Accounts Payable	PACIFIC MEDICAL WASTE	\$59.90		
88207	02/14/2019	Open			Accounts Payable	POLAR ICE LLC	\$316.08		
88208	02/14/2019	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$128.55		
88209	02/14/2019	Open			Accounts Payable	PUBLIC SAFETY TRAINING CONSULTANTS, INC	\$1,500.00		
88210	02/14/2019	Open			Accounts Payable	PURCELL TIRE CO.	\$1,223.68		
88211	02/14/2019	Open			Accounts Payable	PURCHASE POWER	\$586.31		
88212	02/14/2019	Open			Accounts Payable	QUIÑONES TIRES LLC	\$95.00		
88213	02/14/2019	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$75.00		
88214	02/14/2019	Open			Accounts Payable	RAMON MOSQUEDA	\$30.00		
88215	02/14/2019	Open			Accounts Payable	ROBLES, KAREN	\$30.00		
88216	02/14/2019	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$4,932.15		
88217	02/14/2019	Open			Accounts Payable	SANFORD, JAMES	\$196.00		
88218	02/14/2019	Open			Accounts Payable	SIRCHIE FINGER PRINT LABORATORIES	\$969.56		
88219	02/14/2019	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$14,571.52		
88220	02/14/2019	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	\$1,575.00		
88221	02/14/2019	Open			Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC	\$260.70		
88222	02/14/2019	Open			Accounts Payable	SPECTRUM BUSINESS	\$36.39		
88223	02/14/2019	Open			Accounts Payable	STANDARD INSURANCE CO.	\$1,606.45		
88224	02/14/2019	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	\$1,387.57		
88225	02/14/2019	Open			Accounts Payable	THE LOCKSMITH CO./ THOMPSON, PABLO, A	\$190.00		
88226	02/14/2019	Open			Accounts Payable	THE LOZANO LAW FIRM PLLC	\$3,200.00		
88227	02/14/2019	Open			Accounts Payable	THE ROACH PEST CONTROL	\$70.00		
88228	02/14/2019	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$192.50		
88229	02/14/2019	Open			Accounts Payable	US POST MASTER	\$2,757.00		
88230	02/14/2019	Open			Accounts Payable	USA BLUE BOOK	\$3,997.92		
88231	02/14/2019	Open			Accounts Payable	YUMA COUNTY BAR ASSOCIATION	\$60.00		
88232	02/14/2019	Open			Accounts Payable	YUMA COUNTY HUMANE SOCIETY	\$4,166.67		
88233	02/14/2019	Open			Accounts Payable	YUMA OFFICE EQUIPMENT	\$2,765.60		
88234	02/14/2019	Open			Accounts Payable	YUMA WINNELSON CO.	\$4,874.64		



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.A.

Meeting Date: 02/27/2019

Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Motion
Resolution

ITEM:

Discussion, direction, and possible action on any and all matters regarding Resolution No. 2065. A resolution of the Mayor and City Council of the City of San Luis, Arizona, directing and authorizing the street name change of Juan Sanchez Boulevard to Cesar Chavez Boulevard. **(Jose A. Guzman, Director of Planning and Zoning)**

SUMMARY:

City Council may change the name of any roadway within the City of San Luis for commemorative purposes. This is done by resolution as per Section 4.1 of the City of San Luis Roadway Naming and Addressing Policy.

In this case, the City Council desires to commemorate and recognize the important role and impact of one of America's great Latino American civil rights activist, Cesar Estrada Chavez. In addition to making March 31st a city holiday, City Council wishes to change the name of Juan Sanchez Boulevard to Cesar Chavez Boulevard.

Cesar Estrada Chavez was born March 31, 1927, and died in San Luis, Arizona, on April 23, 1993. He dedicated his life to community organizing and opposed mistreatment through non-violence and unionized farm workers to fight for fair wages, healthcare coverage, pension benefits, livable housing and respect.

As per Section 4.5 of the Roadway Naming and Addressing Policy, city staff will provide notification of this name change to the affected property owners, delivery and utility companies, Yuma County, the San Luis Public Safety Answering Point (PSAP) for 9-1-1, City of San Luis Fire and Police Departments. The Public Works Department will be informed to ensure that the roadway signs are replaced within a reasonable period of time.

This item was presented to the Planning and Zoning Commission during their regular meeting of February 12, 2019. The Commission recommended approval of the name change as presented by staff.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2065.

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):
N/A

Attachments

Resolution No. 2065



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, DIRECTING AND AUTHORIZING THE STREET NAME CHANGE OF JUAN SANCHEZ BOULEVARD TO CESAR CHAVEZ BOULEVARD.

WHEREAS, the City Council from time to time may determine that naming certain physical features of the City of San Luis after individuals will provide source of pride and community recognitions; and

WHEREAS, the City of San Luis desires to commemorate Cesar Estrada Chavez, who was one of America's great Latino American civil rights activist; and

WHEREAS, to recognize the important role and positive impact of Cesar Chavez on the history of the San Luis area and the lives of many Americans, the City Council finds it befitting and proper to rename Juan Sanchez Boulevard in his honor.

WHEREAS, the change of such street name is warranted

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

Section 1: Juan Sanchez Boulevard shall be renamed "Cesar Chavez Boulevard".

Section 2: City Staff is hereby directed to provide notification of name change as per Section 4.5 of the Roadway Naming and Addressing Policy.

Section 3: The Public Works Department is hereby directed to change existing roadway name signs as affected by this resolution.

PASSED AND ADOPTED by the Mayor and City 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 Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.B.

Meeting Date: 02/27/2019

Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2066. A resolution of the Mayor and City Council of the City of San Luis, Arizona, directing and authorizing the street name change of Industrial Avenue to Henry Chavez Court. **(Jose A. Guzman, Director of Planning and Zoning)**

SUMMARY:

City Council may change the name of a roadway within the City of San Luis. This may be done by resolution as per Section 4.1 of the City of San Luis Roadway Naming and Addressing Policy.

On December 2018, City Administration received the request from the San Luis Industrial Park LLC group. The San Luis Industrial Park members want to recognize the contributions made by Mr. Chavez to San Luis.

The City of San Luis agrees with the attached request to change the name of Industrial Avenue to Henry Chavez Court.

As per the street naming policy, the Planning & Zoning Department agrees with the recommendation by the City Administration to accommodate the request. This item was presented to the Planning and Zoning Commission during their regular meeting of February 12, 2019. The Commission recommended approval of the name change as presented by staff.

As per Section 4.5 of the Roadway Naming and Addressing Policy, city staff will provide notification of this name change to the affected property owners, delivery and utility companies, Yuma County, the San Luis Public Safety Answering Point (PSAP) for 9-1-1, City of San Luis Fire and Police Departments. The Public Works Department will be informed to ensure that the roadway signs are replaced within a reasonable period of time.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2066.

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):
N/A

Attachments

Resolution No. 2066
Roadway Name Change Request



Resolution

NO. 2066

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, DIRECTING AND AUTHORIZING THE STREET NAME CHANGE OF INDUSTRIAL AVENUE TO HENRY CHAVEZ COURT.

WHEREAS, the City Council from time to time may determine that naming certain physical features of the City of San Luis after individuals will provide source of pride and community recognitions; and

WHEREAS, the City of San Luis desires to commemorate Henry Chavez, who chaired the San Luis Industrial Park board for 15 years and was member and supporter of many local organizations; and

WHEREAS, to recognize the important role and positive impact of Henry Chavez on the history of the San Luis area and his influence in the industrial sector and community at large, the City Council finds it befitting and proper to rename Industrial Avenue in his honor.

WHEREAS, the change of such street name is warranted

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

Section 1: Industrial Avenue shall be renamed "Henry Chavez Court".

Section 2: City Staff is hereby directed to provide notification of name change as per Section 4.5 of the Roadway Naming and Addressing Policy.

Section 3: The Public Works Department is hereby directed to change existing roadway name signs as affected by this resolution.

PASSED AND ADOPTED by the Mayor and City 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 Marion Macuil, City Attorney

SAN LUIS INDUSTRIAL PARK, LLC
412 INDUSTRIAL AVE.
P.O. BOX 3660
SAN LUIS, AZ 85349
(928) 627-3594

December 20, 2018

Tadeo De La Hoya,
City Manager
San Luis, AZ 85349

Dear Mr. De La Hoya,

Please be informed that our San Luis Industrial Park, LLC (SLIP) executive board has determined that, out of gratitude to Dr. Henry Chavez, would like to petition to rename our "Industrial Ave." to one of these names 1) Henry Chavez Court, 2) Henry Chavez Place, or Henry Chavez Avenue.

Henry Chavez well deserves this tribute. Here are some of his accomplishments and service to Industrial Park and City of San Luis:

- 1) He chaired our SLIP board for 15 years, during his tenure, he led us to secure the addition of 30 acres, where he was the first to erect a new facility, a fruit processing plant. He also secured the necessary finances to develop its infrastructure.
- 2) He was a charter member of the San Luis Rotary Club.
- 3) He supported and chaired our local Chamber of Commerce.
- 4) He supported Yuma County Chamber of Commerce and served on board of directors.
- 5) He supported and chaired (for various years) Yuma's Navy League, where every Christmas around 70 food baskets were donated to City of San Luis low income residents, this continues to this day.
- 6) He has consistently supported and given to Yuma County Food Bank.
- 7) He consistently supported local causes, he never turned anybody away people that came asking for financial support.

- 8) He most recently led in the beautification of SLIP's beautification, over \$300,000 have been spent in this endeavor.
- 9) He believes in providing above average wages to his employees and it is not uncommon for him to give them profit bonuses two-three times per year.

His influence in the industrial sector and community at large will be felt for many years to come. I am certain there are many other contributions he has made to this community that I'm forgetting.

We would deeply appreciate it if you can coordinate the efforts to make this a reality. He is an extremely humble and generous man and would totally be surprised by the gesture. He never seeks attention or recognition, this is another reason for our petition.

Thank you,

Mario S. Jauregui, Vice President
San Luis Industrial Park, LLC



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.C.

Meeting Date: 02/27/2019

Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2067. A resolution of the Mayor and City Council of the City of San Luis, Arizona, directing and authorizing the roadway name change of Bradley Holcom Place to Bruce Jackson Place. **(Jose A. Guzman, Director of Planning and Zoning)**

SUMMARY:

City Administration recommends City Council to rename Bradley Holcom Place. This roadway was originally named to commemorate a local real estate developer when the subdivision was created. Mr. Holcom is now a convicted felon who was sentenced in federal court for wire fraud.

This can be done by resolution, as per Section 4.1 of the City of San Luis Roadway Naming and Addressing Policy, that states "City Council may change the name of any roadway within the City if the roadway name is identical or similar to another roadway name in the City of San Luis, if one continuous roadway is known by more than one name, if a roadway is different from the official name in common use, for commemorative purposes, or for other just cause. "

The City of San Luis does not condone crime within its city limits, therefore the Planning & Zoning Department agrees with the recommendation made by City Administration. This item was presented to the Planning and Zoning Commission during their regular meeting of February 12, 2019 and they agreed that the roadway should be renamed.

It is befitting and proper to rename Bradley Holcom Place to a name suitable with the integrity and pride of the City of San Luis. In this case, staff's recommendation is to commemorate Bruce Jackson. Mr. Jackson was a longtime local business owner of Western Ace Hardware which was the first store in the City to provide credit to residents. He served as a council member for the City of San Luis when the City became incorporated in 1979 with its first administration. He was a United States Navy Veteran who served during the Korean War.

As per Section 4.5 of the Roadway Naming and Addressing Policy, city staff will provide notification of this name change to the affected property owners, delivery and utility companies, Yuma County, the San Luis Public Safety Answering Point (PSAP) for 9-1-1, City of San Luis Fire and Police Departments. The Public Works Department will be informed to ensure that the roadway signs are replaced within a reasonable period of time.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2067.

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):
N/A

Attachments

Resolution No. 2067



Resolution

NO. 2067

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, DIRECTING AND AUTHORIZING THE STREET NAME CHANGE OF BRADLEY HOLCOM PLACE TO BRUCE JACKSON PLACE.

WHEREAS, the City Council from time to time may determine that naming certain physical features of the City of San Luis after individuals will provide source of pride and community recognitions; and

WHEREAS, the City of San Luis does not support crime within its city limits; and

WHEREAS, Bradley Holcom, a former real estate developer in Somerton and San Luis, is now a convicted felon sentenced in federal court; and

WHEREAS, the City Staff recommends renaming of the roadway to a name suitable with the integrity and pride of the City of San Luis; and

WHEREAS, The City of San Luis desires to commemorate Bruce Jackson, who was a longtime local business owner, served as a council member for the City of San Luis when the City became incorporated in 1979, and was a Korean War Veteran serving with United States Navy.

WHEREAS, to recognize the important role and positive impact of Bruce Jackson on the history of the San Luis area and his service to this country, the City Council finds it befitting and proper to rename Bradley Holcom Place to Bruce Jackson Place.

WHEREAS, the change of such street name is warranted

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

Section 1: Bradley Holcom Place shall be renamed "Bruce Jackson Place".

Section 2: City Staff is hereby directed to provide notification of name change as per Section 4.5 of the Roadway Naming and Addressing Policy.

Section 3: The Public Works Department is hereby directed to change existing roadway name signs as affected by this resolution.

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

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.D.

Meeting Date: 02/27/2019

Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding an Agreement with Matrix Design Group, Inc. for professional planning services for the General Plan Update Project. **(Jose A. Guzman, Director of Planning & Zoning)**

SUMMARY:

This is a request for a Professional Services Agreement with Matrix Design Group, Inc. in the amount not to exceed \$181,953 for professional planning services for the General Plan Update.

State Statute mandates that all municipalities update their General Plans every 10 years; the current General Plan was updated in 2011 replacing the plan done in 2001. The General Plan serves as the official policy statement of the city to guide the public and private development of the community through new development and redevelopment initiatives. Both the content and character of the plan are largely proscribed by state statutes. Elements of the General Plan, both those required by state law as well as elements specific to San Luis make up the plan, along with goals, objectives, and policies for each element. A Planning Consultant will play an important role in the formation and development of this planning endeavor.

To assist with this endeavor, staff is requesting City Council authorize the entering into a Professional Services Agreement with Matrix Design Group, Inc. to assist with the preparation of the General Plan Update.

Matrix Design Group, Inc. was selected by the Evaluation Committee through the RFP process as being the most qualified consultant for this task. The notice for request for proposals for this project was released in December of 2018, and a total of four qualified consulting firms submitted proposals. The proposals were reviewed by the Evaluation Committee, a team of four City staff members (Jose A. Guzman- Director of Planning and Zoning, Eulogio Vera, P.E.- Director of Public Works, Lizandro Galaviz- Parks & Recreation Director and Jenny Torres- Economic Development Manager) and two consulting professionals (Ralph Velez- City Consultant and Jerry Stabley, AICP- Planning Consultant).

The Evaluation Committee recommends authorizing the Professional Services Agreement with Matrix Design Group, Inc. for planning services and development of the General Plan Update in the amount of \$181,953.

The department budgeted \$70,000 for the 2018-2019 fiscal year; the remaining will be allocated in the 2019-2020 budget.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO AWARD THE CONTRACT TO MATRIX DESIGN GROUP, INC. IN THE AMOUNT OF \$181,963 WITH \$70,000.00 AUTHORIZED TO BE PAID BEFORE JUNE 30, 2019 AND THE REMAINDER TO BE BUDGETED IN THE FUTURE BUDGET.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$181,953
BUDGETED AMOUNT: \$70,000
AVAILABLE AMOUNT TO TRANSFER: \$70,000
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Account No.100-999-90000

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

Contract will be paid from account no. 100-999-90000. The project will be completed in two fiscal years, the department budgeted \$70,000 for the 2018-2019 fiscal year and the remaining will be allocated in the 2019-20 budget.

Attachments

Contract

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") made the ___ day of _____, 2019, between the City of San Luis, Arizona, a municipal corporation of the State of Arizona ("CITY"), and Matrix Design Group, Inc., a Colorado corporation, authorized to do business in the State of Arizona ("CONSULTANT"). CONSULTANT and CITY may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

The Parties entered into this Agreement based on the following facts, understandings and intentions of the Parties:

- A. CITY has determined that it is in the public interest to proceed with the work described below in Section One (the "Project"); and
- B. CITY issued a Request for Proposals (the "RFP"), seeking proposals from vendors for professional consulting services, which RFP is attached hereto as Exhibit 1; and
- C. CONSULTANT has made a Proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit 2; and
- D. CITY desires to engage CONSULTANT and CONSULTANT agrees to render professional services to perform certain specific duties and produce the specific work as set forth in the Proposal; and
- E. CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing introduction and Recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the CONSULTANT hereby agree as follows:

SECTION ONE.

DESCRIPTION OF PROJECT

The Project is described in the attached Exhibit 1 and Exhibit 2, January 31, 2019, proposal for the City of San Luis General Plan Update by Matrix Design Group, Inc.

**SECTION TWO.
PROPOSAL SUBMITTAL**

The Parties mutually agree that the attached Exhibit 1 and Exhibit 2 as described in Section One above is incorporated in this Agreement by this reference.

**SECTION THREE.
SCOPE OF WORK**

CONSULTANT shall provide the Services as set forth in the Scope of Work described in the Proposal and RFP attached to and incorporated in this Agreement by this reference.

**SECTION FOUR.
SCOPE OF WORK—ADDITIONAL SERVICES**

CITY and CONSULTANT understand that it may be necessary, for CONSULTANT to perform or secure the performance of consulting and related services other than those set forth in the proposal. If the CITY requests additional services, CONSULTANT shall advise CITY in writing of the need for additional services and the cost and estimated time to perform the services. CONSULTANT shall not proceed to perform any such additional service until CITY has determined that such service is beyond the scope of the basic services to be provided by CONSULTANT and has given its written authorization to proceed. Written approval for performance and compensation for additional services may be granted by San Luis Director of Planning and Zoning(referred to as the “Director of Planning and Zoning”) or the San Luis City Manager. Except as stated in this paragraph, any additional service shall require a written amendment to this Agreement and shall be subject to all the provisions of this Agreement.

**SECTION FIVE.
AUTHORITY OF THE DIRECTOR OF PLANNING AND ZONING**

CONSULTANT shall perform all necessary services provided under the Agreement and outlined in the proposal and shall do, perform, and carry out such work in a satisfactory and proper manner as determined by and to the satisfaction of the Director of Planning and Zoning. The Director of Planning and Zoning reserves the right to make changes, additions or deletions, to the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the Agreement. The Director of Planning and Zoning is authorized to execute the change orders on behalf of the CITY.

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**SECTION SIX.
RESPONSIBILITY OF CONSULTANT**

By executing this Agreement, CONSULTANT represents and states to the CITY that he possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to CITY the services contemplated under this Agreement. CONSULTANT further warrants that he will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the Project for which services are rendered under this Agreement.

**SECTION SEVEN.
INDEPENDENT CONTRACTOR**

The Parties to this Agreement agree that CONSULTANT, his employees, agents and subcontractors shall be independent contractors with regard to the providing of services under this Agreement and that CONSULTANT, CONSULTANT's employees, agents and subcontractors shall not be considered to be employees or agents of CITY for any purpose and will not be entitled to any of the benefits CITY provides for its employees. Rights of the CONSULTANT as independent contractor include but are not limited to control of the work, manner and methods of the work, and the right to contract with other employers.

Rights of the CITY include but are not limited to inspection and approval of the work and the right to contract with others to perform the work.

**SECTION EIGHT.
MATERIALS AND EQUIPMENT**

CONSULTANT shall furnish at his own expense all materials and equipment necessary to carry out the terms of this Agreement.

**SECTION NINE.
DIGITAL FILES**

CONSULTANT shall furnish copies of all deliverables in digital format. Files shall be compatible with the current versions used by CITY. All other deliverables shall be in accordance with the RFP and Proposal.

**SECTION TEN.
EMPLOYMENT OF PERSONNEL**

CONSULTANT shall provide experienced and qualified personnel to carry out the work to be performed by CONSULTANT under this Agreement and shall be responsible for and in full control of the work of such personnel.

**SECTION ELEVEN.
TIME OF PERFORMANCE**

Subject to the provisions of this Agreement, CONSULTANT agrees to perform the Project in accordance with the Proposal. The services of CONSULTANT are to be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement.

**SECTION TWELVE.
COMPENSATION**

Subject to the provisions of this Agreement, CONSULTANT agrees to perform the work and services specified and outlined in the Proposal for \$181,953. CONSULTANT shall prepare invoices in accordance with this Agreement and shall submit to CITY once a month covering the amount and value of the Project satisfactorily performed by CONSULTANT up to the date of such invoice. CITY shall reimburse CONSULTANT for work satisfactorily performed on a time and materials basis. Satisfactory performance will be determined as described in Section Five.

**SECTION THIRTEEN.
ASSIGNMENT**

CONSULTANT shall not assign any duties, responsibilities or obligations under this Agreement without the prior written consent of CITY.

**SECTION FOURTEEN.
INDEMNIFICATION**

To the fullest extent permitted by law, CONSULTANT agrees to indemnify, protect, defend and hold harmless CITY, its Mayor, Council Members, any and all of its officers, directors, officials, employees, agents, insurers, and indemnitors ("Indemnified Parties") for, from and against any and all suits, claims, losses, liabilities, damages, costs, expenses and debt, including reasonable attorneys' fees and costs incurred by the CITY which arise out of, attributable to or caused in whole or in part by acts or omissions of CONSULTANT (or its officers, directors, shareholders, agents or employees) including but not limited to injuries to CONSULTANT's employees who may or may not be covered by CONSULTANT's workers' compensation insurance; except, to the extent such suits, claims, losses, liabilities, damages, costs, expenses and debt result from acts or omission of the CITY and all Indemnified Parties. This indemnification provision shall apply to suits, claims, losses, liabilities, damages, costs, expenses and debt that are not otherwise covered by the CITY's Liability Insurance provided for by the Arizona Municipal Risk Pool.

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**SECTION FIFTEEN.
INSURANCE**

A. Insurance Requirements.

Prior to the beginning and throughout the duration of the work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth in this Section Fifteen, then such coverage shall be amended to do so. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this Section Fifteen constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement, and which is applicable to a given loss, will be available to CITY.

Without in any way limiting CONSULTANT’s liability pursuant to the indemnification described above, CONSULTANT shall maintain, during the term of this Agreement, the following types and amounts of insurance:

<u>Coverage Type</u>	<u>Coverage Amounts -Minimum Limits</u>
<u>Commercial General Liability, including:</u> Premises and Operations Contractual Liability Personal-Injury Liability Independent Contractors Liability	\$1,000,000 Combined Single Limit, per occurrence and \$2,000,000 general aggregate

Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits

<u>Comprehensive Automobile Liability</u> (including, owned, non-owned and hired autos)	\$1,000,000 Combined Single Limit, per Occurrence
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If CONSULTANT owns no vehicles, then this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT’s employees use personal motor vehicles in any way on this Project, then CONSULTANT shall obtain evidence of personal

motor vehicle liability coverage for each such person.

<u>Workers' Compensation and Employer's Liability</u>	Statutory, \$1,000,000
<u>Professional Liability</u>	\$1,000,000 per claim and \$2,000,000 annual aggregate

Except for Workers Compensation and Professional Liability Insurance coverage, such insurance shall include additional endorsements naming CITY and its directors, officers, employees and agents as additional insured with respect to liabilities arising out of the performance of services under this Agreement. CONSULTANT shall provide CITY with certificates of insurance documenting that the CONSULTANT has obtained the above coverages. Such certificates shall include the required provisions and endorsements required by this Agreement. Such Certificates shall include a statement that insurance may not be canceled without 30-days prior written notice to CITY by first class mail, postage prepaid, 10 days of notice in the event that cancellation is due to nonpayment of premium.

B. Certificates of Insurance and Endorsements.

CONSULTANT will file a certificate of insurance and endorsement naming CITY as an additional insured under General Liability and Auto Liability, if applicable. Such liability insurance maintained by CONSULTANT shall be primary and non-contributory and any coverage maintained by CITY shall not be expected to contribute to any claims arising from the work under this Agreement. The CONSULTANT shall file these certificates with CITY within 10 days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured during the term of this Agreement shall occur without 30 days' written notice to CITY prior to the effective date of such cancellation or change in coverage.

SECTION SIXTEEN.
COMPLIANCE WITH LAWS AND REGULATIONS

Services performed by CONSULTANT pursuant to this Agreement shall be performed in accordance with full compliance to all applicable federal, state, and CITY laws and any rules or regulations promulgated under such laws including but not limited to the following Arizona required provisions:

A. Conflict of Interest

CONSULTANT declares that he presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of

the services under this Agreement. CONSULTANT further declares that in the performance of this Agreement no subcontractor or person having such interest shall be employed. CONSULTANT certifies that, if he hires any employee, no one who has or will have any financial interest in this Agreement is an officer or employee of CITY. The Parties agree that in the performance of the services under this Agreement CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of CITY. Under Arizona law, rules and regulations, no member, official or employee of the CITY shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancelation provisions of A.R.S. §38-511.

B. Employment Eligibility

CONSULTANT hereby warrants that it complies 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. CITY retains the legal right to inspect the papers of CONSULTANT to ensure that CONSULTANT complies with this warranty.

C. Boycott

CONSULTANT 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.

D. San Luis Business License

CONSULTANT shall obtain a San Luis Business License.

**SECTION SEVENTEEN.
INSPECTION OF WORK**

CITY's representative or his or her designee shall at all times have the right to inspect the work, services or performance of CONSULTANT. CONSULTANT shall furnish all reasonable aid and assistance required by the CITY for proper examination of the work or services. Such inspection shall not relieve the CONSULTANT of any obligation to perform such services in accordance with the law or this Agreement.

**SECTION EIGHTEEN.
NO WAIVER**

CONSULTANT agrees that any waiver by CITY of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this Agreement.

**SECTION NINETEEN.
ATTORNEYS' FEES; COURT VENUE**

Should either Party to this Agreement commence legal action against the other (including a formal judicial proceeding, mediation or arbitration), the case shall be handled in Arizona or the United States District Court for the District of Arizona at the election of the plaintiff in such legal action. The Parties waive any right to object to such a 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. The Party prevailing in such action shall be entitled to reasonable attorneys' fees which shall be fixed by the judge, mediator or arbitrator hearing the case and such fees shall be included in the judgment, together with all costs.

**SECTION TWENTY.
NOTICES**

All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid,
- personal delivery by a process server or
- sent by a nationally recognized courier (e.g., Federal Express, UPS)

and addressed to the respective Parties as follows:

If for the CITY -

City Manager
City of San Luis
P.O. Box 1170(by United States Postal Service)
1090 East Union Street (by personal process or courier)
San Luis, Arizona 85349

Copy to

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

If to the CONSULTANT-

Vice President Celeste Werner, AICP
Matrix Design Group, Inc.

2020 N. Central Avenue, Suite 1140
Phoenix, Arizona 85004

or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

**SECTION TWENTY-ONE.
TERMINATION**

This agreement is effective as of the date first above written and shall continue until the services and Project are completed and delivered to the CITY. Either Party may terminate this Agreement upon 30 days' written notice to the other Party. In the event of such termination, CITY shall pay CONSULTANT for all services performed to the satisfaction of CITY to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to CITY. In ascertaining the services actually rendered under this Agreement up to the date of termination, consideration shall be given to both completed work and work in the process of completion and to complete and incomplete documents whether delivered to CITY or in the possession of CONSULTANT.

**SECTION TWENTY-TWO.
OWNERSHIP OF DOCUMENTS**

Upon completion, termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT.

When CONSULTANT creates any copyrightable material or invents any patentable property under this Agreement, CITY shall retain a royalty-free, non-exclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize others to do the same.

**SECTION TWENTY-THREE.
FUND APPROPRIATION**

The CITY 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 the CITY's then current fiscal year. The CITY's obligation under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the CITY concerning budgeted purposes and appropriation of funds. Should the CITY elect not to appropriate and budget funds to pay its Agreement 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 the CITY shall be relieved of any subsequent obligation

under this Agreement. The Parties agree that the CITY has no obligation or duty of good faith to budget or appropriate the payment of this CITY'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. The CITY shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The obligation of the CITY to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the CITY. CONSULTANT hereby waives any and all rights to bring any claim against the CITY from or relating in any way to the CITY's termination of this Agreement pursuant to this section. The CITY budgeted \$70,000 for the 2018-19 fiscal year and remaining might be allocated in the 2019-2020 fiscal year.

**SECTION TWENTY-FOUR.
GOVERNING LAW AND SEVERABILITY**

This Agreement shall be administered and interpreted under the laws of Arizona. Jurisdiction of litigation arising from this Agreement shall be in Arizona. If any part of this Agreement is found to conflict with applicable laws, then such part shall be inoperative and void insofar as it conflicts with such laws, but the remainder of the Agreement shall continue to be in full force and effect.

**SECTION TWENTY-FIVE.
MISCELLANEOUS PROVISIONS**

A. 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 this Agreement.

B. 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.

C. 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.

D. No Agency Created

It is not intended by this Agreement to, and nothing contained in this Agreement shall create any agency, partnership, joint venture or other similar arrangement between the Parties.

E. No Personal Liability

No member, official or employee of the CITY shall be personally liable to CONSULTANT, or any successor or assignee, (a) if any default occurs or breach by the CITY, (b) for any amount which may become due to the CONSULTANT or its successor or assign, or (c) under any obligation of the CITY under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of CONSULTANT under this Agreement shall be limited solely to the assets of CONSULTANT and shall not extend to or be enforceable against: (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of CONSULTANT; (ii) the shareholders, members or managers or constituent partners of CONSULTANT; or (iii) officers of CONSULTANT.

F. Survival

All representations and warranties of CONSULTANT, CONSULTANT's indemnity, hold harmless and defense obligations shall survive the expiration or earlier termination of the Agreement.

G. Time is of the Essence

Time is of the essence in this Agreement and CONSULTANT agrees to use the utmost diligence, dispatch and speed to have all the work specified in this Agreement entirely completed on or before November 3, 2020. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of the CONSULTANT of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

H. Further Acts

Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

I. Force Majeure

If CONSULTANT or CITY are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. Examples of "force majeure" include, but are not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.

J. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages

from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

**SECTION TWENTY-SIX.
ENTIRE AGREEMENT**

This Agreement, including its Exhibits, represents the entire understanding of CITY and CONSULTANT as to those matters contained in this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both Parties.

[Intentionally left blank, signatures continue on next page]

The Parties have executed this Agreement in Arizona the day and year first above written which is the day the last Party approved this Agreement.

	City of San Luis, Arizona <hr/> Gerardo Sanchez, Mayor
ATTEST: <hr/> Sonia Cornelio, City Clerk	APPROVED AS TO FORM: <hr/> Kay Marion Macuil, City Attorney
	Matrix Design Group, Inc. <hr/> Celeste Werner AICP, Consultant



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.E.

Meeting Date: 02/27/2019

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 ELSPEC NORTH AMERICA, Equalizer Electrical System, Well Site No. 7 for the Public Works Department, Water Division. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

Staff has been monitoring Well Site No. 7 and trying to resolve the issue with the alarms in the water well Variable Frequency Drives. Staff contacted Mr. Peter Krickhuhn, Filtronica, Inc. to assist with the issues. Based on the results of the study in October 2018, Mr. Krickhuhn recommends the installation of ELSPEC North America equipment. Mr. Krickhuhn said that the problem needs a very fast capacitor and of the three (3) manufacturers he is aware of are not fast enough to address the problem.

Staff recommends the purchase and requests that under these circumstances that City Council waive formal purchasing procedures which is allowed under San Luis City Code- Purchasing Section 36.01(H).

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF SYSTEM AS PRESENTED FOR \$57,742.22.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Enterprise Funds
TOTAL:	\$57,742.22
BUDGETED AMOUNT:	\$0.00
AVAILABLE AMOUNT TO TRANSFER:	\$57,742.22
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay - CIP Water System 300-302-90015.350 \$749,734.29

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

This is not a budgeted purchase, we will be drawing funds from the Water Tank Rehabilitation CIP Project.

Capital Outlay - CIP Water System 300-302-90015.350 \$749,734.29

Attachments

Report 10-15-2018

ELSPEC North America Quote

Standard Terms and Conditions

Peter's Recommendation

MONITORING REPORT
FILTRONICA Inc.-City of San Luis, Az



MEASUREMENT REPORT

Filtronica Job# 10152018-001
Pump Removal-Cable Test-Power Quality Study
Wellsite #7-Well # 11

PERFORMED BY:
Filtronica Inc.

MONITORING REPORT
FILTRONICA Inc.-City of San Luis, Az

Attention: Manuel Rojas, CPM, Asst. Public Works Director, City of San Luis, Az.

Subject: Pump Removal and PQ Measurement at Wellsite #7, Well # 11

Please find following our monitoring report which is based on the short-term data recorded at customer on 10-15-2018. Please note that the accuracy of our recommendations is reliant upon the information supplied and the limited long term, i.e. from 10-15-2018 to 10-30-2018, data recordings obtained.

Yours Faithfully on behalf of Filtronica, Inc.

Asmus-Peter Krickhuhn

Filtronica, Inc.

MONITORING REPORT
FILTRONICA Inc.-City of San Luis, Az

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SECTION 1	SCOPE, PURPOSE & DEFINITIONS
SECTION 2	DATA FOR POINTS OF MEASUREMENT
	2.1. –Main Switch Board, MSB-1
	2.1. – Pump Removal
SECTION 3	RECOMMENDATIONS

MONITORING REPORT
FILTRONICA Inc.-City of San Luis, Az
SECTION I

SCOPE:

On **October 15, 2018** *Filtronica, Inc.* observed the pump and motor removal and performed power quality and cable testing at **the Wellsite #7, Well#11**

Detailed relevant data and observations of this project are contained within Section 2 of this document.

PURPOSE:

The purpose of this monitoring exercise was to determine the power quality/ power requirements for the **electrical system of the Wellsite #7**. Also, this study was to take into account possible system design issues, cable and associated connectors and termination issues. The pump and motor were removed by Shuck Drilling. The cable and motor resistance to Ground was measured every 40 feet or two pipe sections. The cable was rolled up onto a cable spool. The values of that measurement can be seen in section 2.2. of this report.

A power quality measurement was ordered to see what the issues are with the associated infrastructure, such as distribution center, utility power and such. The measurement was started on 10-15-2018 and stopped on 10-30-2018. The results of that measurement is shown in section 2.1 of this report

This report is intended to assist in the facility's desire to pin-point electrical issues associated with the overall system and specifically the associated issues with low resistance measurements of the motor and cable to Ground. This is accomplished by recommending the correct rating and type of systems required to offer long-term energy benefits and savings with low maintenance costs. Please note that our study is not intended to imply that other hazards or problems do not exist that are unrelated to the area of our inspection.

POWER QUALITY & ENERGY DEFINITIONS:

During our measurement and analysis activities, we hope to identify power quality issues that are known to have a significant impact on the overall energy consumption, electrical efficiency and facility maintenance costs of the total facility. These issues are discussed in general during this introduction, and more specifically later in this document.

Voltage Stability

Dynamic loads such as compressors, large motor startups and other load changes can cause decreased process output, increased scrap & rework, increase electrical system losses, reduce starting torques and can cause intermittent outages in voltage-sensitive equipment.

Under- & Over-Voltage

In large facilities, long feeder cables from the main step-down transformer to distributed switchgear is a major component of voltage drop. Motors operate efficiently (at nameplate rating) when the rated voltage is applied at its terminals. When voltage varies from that rating, not only does the motor run less efficiently, but it's insulation breaks down more rapidly, causing increased maintenance costs due to shorter-than expected longevity. (Please see chart below).

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	Voltage / Per Unit Values					
	456 V 0.950	468 V 0.975	474 V 0.988	480 V 1.000	486 V 1.013	492 V 1.025
Starting Torque	-10%	-5%	-2%	0%	3%	5%
Maximum Running Torque	-10%	-5%	-2%	0%	3%	5%
Percent Slip	11%	5%	3%	0%	-2%	-5%
Starting Current	-5%	-3%	-1%	0%	1%	2%
Full Load Current	5%	3%	1%	0%	-1%	-2%
Efficiency	-1.5%	-0.8%	-0.5%	0.0%	0.5%	0.8%
Temperature Rise <i>{approx}</i>	22.50 °F	11.25 °F	5.62 °F	0.00 °F	-4.37 °F	-8.75 °F

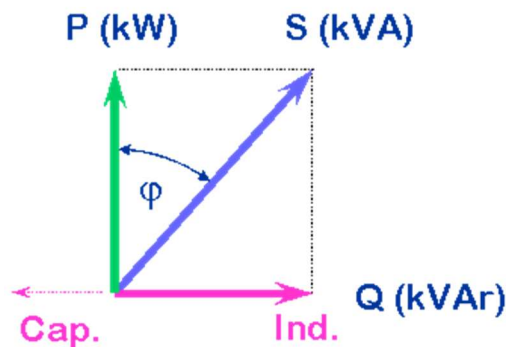
* Taken from McGraw-Hill's Electrical Engineer's Portable Handbook and EASA's Electrical Engineering Pocket Handbook

Harmonic Voltage & Current Distortion

Many modern item of plant include electronic controls that can and do generate distortion on the local network which can result in sporadic problems with failed components and inaccurate metering.

Service Utilization / Power Factor

The power factor of a facility, in effect, is a measure of the overall efficiency of a facility's use of power. Quite simply, it is a measure of the ratio of kW (active power) to kVA (apparent power). kVA is the actual energy utilities provide to their customers. Many utilities charge some sort of penalty for poor power factor, defined in different regions of the country in significantly different ways and levels.



Distribution/Energy Losses in Industrial & Commercial Facilities

There are fundamental differences between simple DC resistance values of various conducting elements and actual 'apparent' AC resistances of the same elements. Motors, lighting, facility wiring, distribution panels, protective devices, transformers and switchgear all experience a wide range of phenomena that combine to create wattage (energy) losses. Identifying and calculating the total of all losses is an extremely challenging engineering proposition that requires knowledge of all factors that impact operating efficiencies. Note that all of the loss items presented on the following pages are current (Amps) and frequency (Hz) dependent, and can be reduced by utilizing techniques that reduce facility current usage and filter harmonics.

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a) Hysteresis Losses

Hysteresis losses are heat losses associated with the magnetic properties of an AC motor armature. When an armature core is in a magnetic field, the magnetic particles of the core tend to line up with the magnetic field. When the armature core is rotating, its magnetic field keeps changing direction. The continuous movement of magnetic particles as they try to align themselves with the magnetic field produces molecular friction, causing heat. This heat is transmitted to the armature windings, increasing armature resistance.

b) Skin-Effect Losses

The apparent resistance of a conductor is always higher for Alternating Current (AC) than for Direct Current (DC). The magnetic flux created by AC interacts with the conductor, generating a back Electro-motive Force (EMF), tending to reduce the current in the conductor. The center portions of the conductor are affected by the greatest number of lines of this force. The EMF produced in this manner (self-inductance) varies both in magnitude and phase through the cross-section of the conductor, being greater toward the center and smaller towards the outside. The current, therefore, tends to crowd into those parts of the conductor in which the opposing EMF is a minimum. That is, into the 'skin' of a circular conductor or the edges of a flat strip. This phenomenon is known as 'skin' or 'edge' effect. The resultant non-uniform current density has the effect of increasing the apparent resistance of the conductor, causing increased losses. Harmonic loads amplify skin effect losses by the square of the increase in frequency above nominal line frequency. Because of this, harmonics are the cause of substantial energy losses in any facility with nonlinear equipment loads, such as VFDs, DC drives, rectifiers, induction heaters or other arcing or switching power supply devices.

c) Proximity Effect Losses

Proximity effect exists when conductors are close together, particularly in low voltage equipment, where the interaction between the magnetic fields of conductors causes further distortion of current density. In the same way as an EMF can be induced in a conductor by its own magnetic flux, another conductor can produce an EMF in any other conductor.

If two such conductors carry currents in opposite directions, their electromagnetic fields are opposite, tending to force one another apart. This results in a decrease of flux linkages around the adjacent parts of the conductors and an increase in the more remote parts. This forces a larger concentration of current to the adjacent parts where opposing EMF is at a minimum. If the currents in the conductors move in the same direction, the above action is reversed. This effect, known as the 'proximity effect', (or 'shape effect'), increases the apparent AC resistance. If the conductors are arranged edgewise to one another, the proximity effect increases. As an additional note, in many cases the proximity effect will also tend to increase distribution network stresses under short-circuit load conditions.

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d) Transformer Losses

The two primary types of transformer losses are core losses and load losses. Core losses occur because a magnetizing current must exist in the primary winding of a transformer. This current is additional to current which flows to balance the current in the secondary winding. The magnetizing current is required to take the core through the alternating cycles of flux at the rate determined by system frequency. In doing so, energy is absorbed. Core-losses are present whenever the transformer is energized.

Transformer load losses occur because of current flow in an electrical system and depend on the magnitude of that current. Load losses are caused by the windings in the transformer, and are only present when loaded. The magnitude of losses is proportional to the load squared. The three categories of load losses that occur in transformers are:

- Resistive losses - often referred to as I^2R losses
- Eddy-current losses due to the alternating leakage fluxes
- Stray losses in leads, core-framework and tank due to the action of load-dependent stray alternating fluxes

e) Line Losses

Cables exhibit the same I^2R resistive heating losses reviewed in the Transformer section above and dielectric losses. For single conductor cables, where conductors are not operating close to each other, proximity effect can be considered to be negligible.

Operating together in a typical industrial conduit-enclosed distribution system, these various line loss factors can sufficiently increase the facility electrical distribution wiring's apparent AC resistance to more than an order of magnitude above nominal DC resistance values. As a result, typical I^2R wiring losses are often far greater than simple chart-based values.

f) Eddy-Current Losses

Flux will flow in any electrical system component comprising an iron or steel frame and an electrical coil as a result of the alternating current in the coil. The flux in the steel will itself induce an EMF in the material following the basic laws of induction. Since the material is essentially an electrical circuit itself, the induced EMF will cause a circulating electrical current called an eddy-current. Its total magnitude is dependent on the value of EMF and on the resistivity of the current path. As in any other electrical circuit, the losses can be calculated as the square of the current times the resistance. In a similar manner to hysteresis losses, the eddy-current loss manifests itself as heat, and contributes to the maximum operating temperature limit of the device. Eddy current losses occur in protective circuit breakers, lighting ballasts, power supply transformers, magnetic motor starters, voltage reduction or isolation transformers, current overload relays, control contactors and relays, and motor windings. They can also exist in facility wiring if it is in proximity to steel or iron structures such as electrical enclosures, distribution panels, or terminal or distribution blocks.

MONITORING REPORT
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Summary / General Comments

The components of an electrical system are contributors to energy losses in any facility. Measures can be taken to reduce current and harmonics in many facilities that will help minimize distribution losses and save energy. I^2R heating losses in many facilities contribute from 1 - 3% of a facility's overall kW usage. Hysteresis and skin-effect losses are greatly impacted by current harmonics, and in facilities with high harmonic content, can add 5% or more to overall kW consumption. Overall, employing devices such as real-time harmonic filtration systems can help a facility reduce their energy consumption.

The facility has had motor failures for some time. Facility management has installed passive harmonic filters on the input side of each VFD and have installed sinewave filters between the VFD output and motor. The facility management has also decided to install a "Franklin" motor in Well #11. Since this install, some resistance measurements have shown a low value. This report intends to find the cause of the low values.

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SECTION 2 DATA FROM MEASUREMENT POINTS

2.1 Motor Control Center MCC #2

Motor Control Center MCC#2 is a 480V service with 600A main breaker (full load rating). Loads consist mainly of non-linear loads, such as VFD-controlled pump systems (2 ea.), other pumps (3ea., direct started) and compressors.

The following table indicates the Average, Minimum and Maximum conditions recorded during the period of our measurements at the MCC#2.

TABLE 2.1.1

Name	Min	Max	Average
L12 RMS Voltage (Cycle by Cycle), MCC-#7(Volt)	378.8348999	504.4840088	491.7106934
L23 RMS Voltage (Cycle by Cycle), MCC #7(Volt)	449.7655945	508.6220093	495.4831848
L31 RMS Voltage (Cycle by Cycle), MCC #7(Volt)	448.0303040	505.3651123	491.9227905
L1 RMS Current (Cycle by Cycle), MCC #7(Ampere)	0.0000000	740.4448242	84.6584396
L2 RMS Current (Cycle by Cycle), MCC #7(Ampere)	0.0000000	699.6035767	71.8107300
L3 RMS Current (Cycle by Cycle), MCC #7(Ampere)	0.0000000	744.5355835	75.9226913
Total Active Power (Fundamental+ harmonics) (Cycle by Cycle), MCC #7(Watt)	-1420.4229736	244046.5937500	57862.0312500
Total Reactive Power (Fundamental+ harmonics) (Cycle by Cycle), MCC #7(VAr)	-119364.2031250	496943.1875000	-19880.1894531

Table 2.1.1 shows the minimum, average and maximum values recorded during the measurement period. If one looks at the voltages alone, one can see where there are many an instance where the voltage is either too low (at 378 Volts) or too high (at 508 Volts). Any VFD is programmed to shut off when voltages of about 450 Volts on the low end or 505 Volts at the high end are reached. The large voltage differential is primarily due to a somewhat weak infrastructure. The infrastructure, i.e. utility can not supply the required reactive power during a motor start-up and that causes the voltage to drop. See graph below in Figure 2.1.1.

Also measured was an externally caused voltage drop. This drop is as low as 378 Volts and was caused by an external source. See Figure 2.1.2.

Figure 2.1.3 shows the total measurement

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FILTRONICA Inc.-City of San Luis, Az

Figure 2.1.1 Motor Start-up

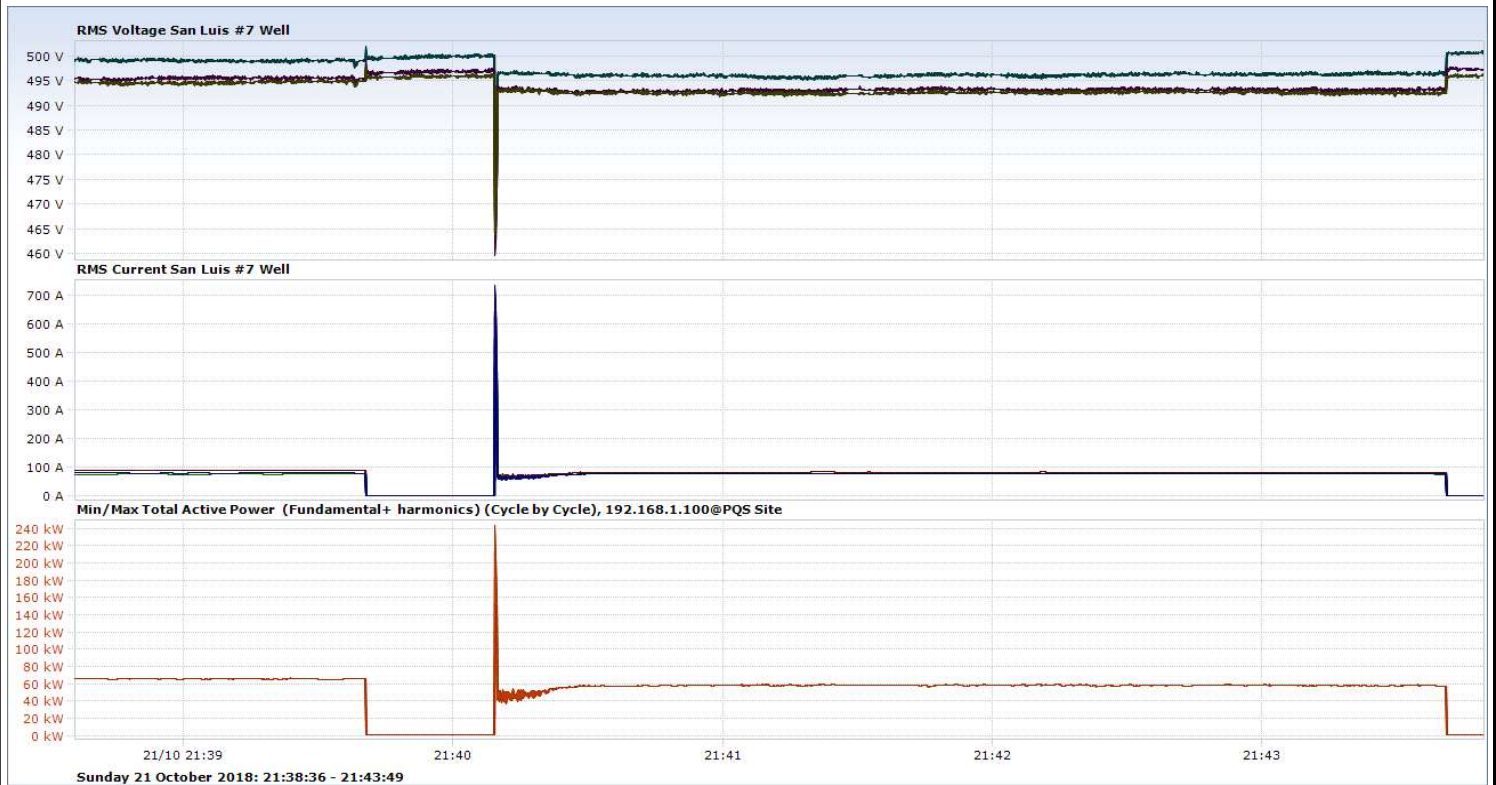
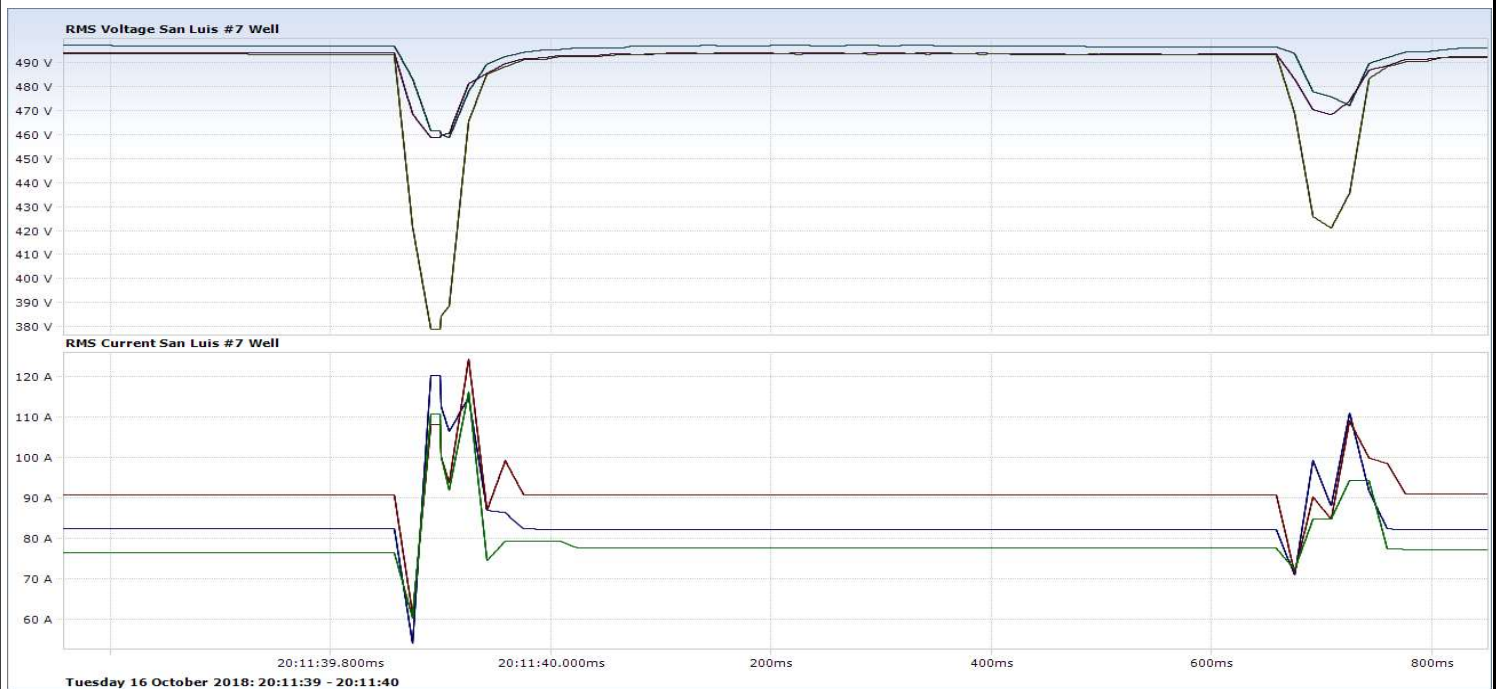
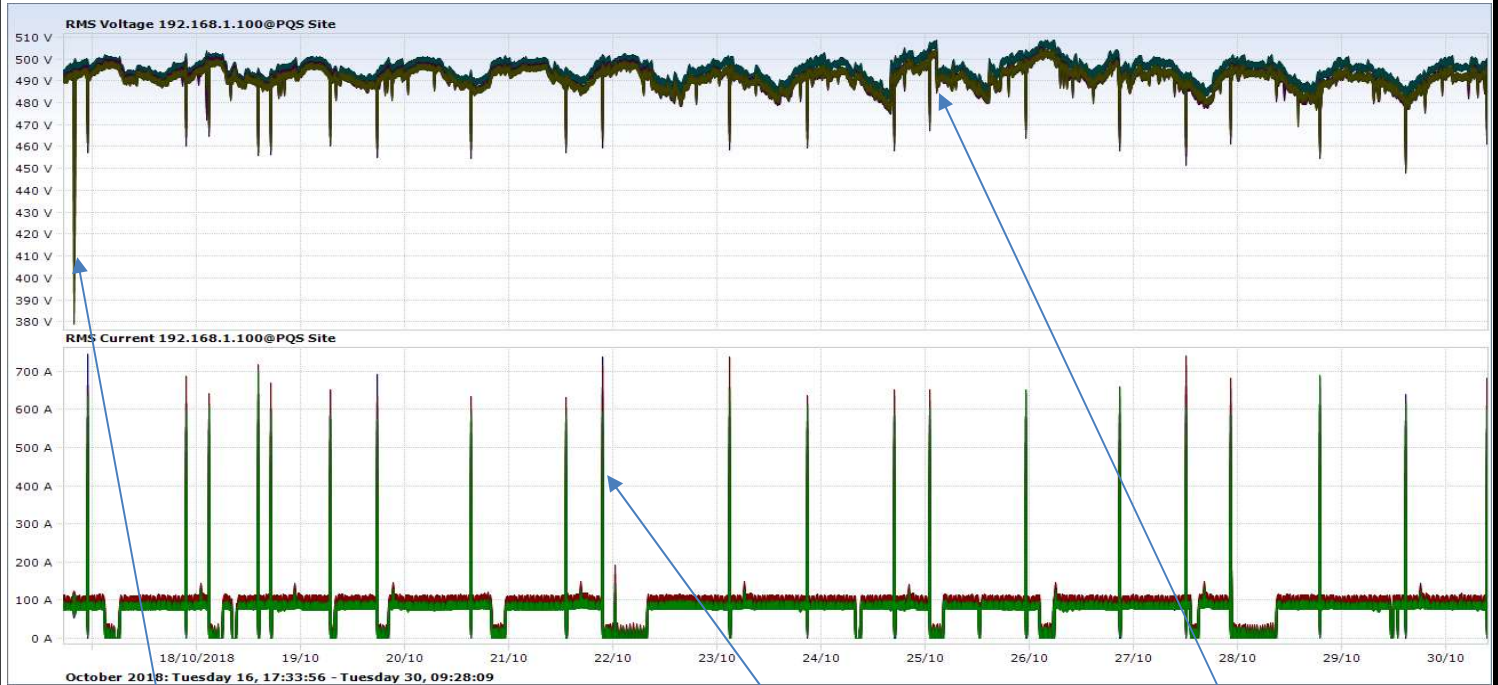


Figure 2.1.2 External Voltage Drop



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Figure 2.1.3 Total Measurement



Externally caused voltage drop

One of many motor starts and shut down

Utility capacitor switching
to adjust line voltage

Figure 2.3 is indicative of all of the motor starts during the measurement period

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Section 2.2- Pump Removal and Cable Test



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Figure 2.2.2-Test Apparatus and Procedure

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Figure 2.2.4-Pump and Motor removed, Motor hanging concentric in in well head shaft, no connection to ground

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Figure 2.2.4-Electrical connector from Cable to Motor

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Figure 2.2.5- View of the internal components of the connector. Note: Once the cable was removed, the resistance remained low as throughout the previous measurements, pointing to internal components of the motor.

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Table 2.1.1- Resistance Measurements during Motor/Pump removal

City of San Luis, AZ

Pump and Motor Removal- October 15, 2018 All measurements are made at 500 VDC and one-minute duration
 Step

#	Position	Depth	Volts	Resistance	Notes
		240			
1	Original	feet	500	2.2 Mohm	.8MOhm at start, going to 2.2Mohm after 1 minute
		240			
2	Original	feet	500	1.55 Mohm	Flange disconnected
		240			
3	Original	Feet	500	1.62 Mohm	Flange disconnected, feeder conduit disconnected
		180			
4	60' up	feet	500	1.23 Mohm	
		120			
5	120' up	feet	500	1.25 Mohm	
6	180' up	60 feet	500	1.29 Mohm	
7	240' up	0 feet	500	1.38 Mohm	
8	240' up	0 feet	500	1.55 MOhm	Motor out, hanging concentric in well head
9	240' up	0 feet	500	550 Mohm, motor 1.6 Mohm measured on connector pins to motor	

The above measurements were made with a City of San Luis owned instrument. That instrument was compared to a Filtronica, Inc. owned instrument and was found very close to that just calibrated instrument.

The measurements indicate that the low resistance is in the motor, not the cable. The motor has been presented to the manufacturer's representative for inspection. Filtronica Inc. has not been advised of any findings by the manufacturer.

Filtronica Inc was just now advised that a new motor will be installed on November 30, 2018, using the existing cable.

Summary:

The power quality measurement indicates a weak infrastructure. In most cases, such as this it is the responsibility of the owner (City of San Luis) to install equipment, designed to mitigate such conditions. It is Filtronica's opinion that a fast switching capacitor bank be installed. The capacitor bank should be able to compensate at least 600 kVAr of reactive energy and should be able to do that in less than 10 milli seconds to achieve best performance. Filtronica Inc is glad to assist the City of San Luis with the selection of such equipment.

Once the infrastructure is stabilized, no more failures/ faults are expected.

End of Report



2900 W. Pearl City Road
Suite 104 Freeport, IL 61032

Sales Quotation

Date	Quotation #
12/18/2018	Q15908-1

Name/Address
City of San Luis
Public Works
1090 E. Union St.
San Luis, AZ 85349
Attn. Manuel Ortega

Ship To

Project
15908 - San Luis AZ - Water

Item	Description	Qty	Unit Cost	Total
EQ594.66.04-480.60-P7-VFST	EQ594/9-6-480.60-P7-30 594kVAr. 480V. 60Hz. 4 Group EQUALIZER System Comprising of: 9 Dynamic Steps of 66kVAr with 7% Reactors Switched in a 1:2:2:4 Rotation by Controller EQC3042-2 The System Includes Measurement Level 3, Elcom/Modbus Communications Card, Temperature controlled roof fan, Lockable Controller cover and is suitable for Top Cable Entry, Approximate Size 210x100x60cm HxWxD NEMA1 Color Grey to RAL 7035 UL Approved	1	22,831.00	22,831.00
CB1000	1000A, 3 Pole Circuit Breaker Note this will add 60cm (~24") to the Width of the ELSPEC system	1	4,590.00	4,590.00
ENA-N4-ENCL-160	NEMA 4 Enclosure for 160cm (W) standard-cabinet EQ/AR. Approximate Final Dimensions 223x170x80cm (HxWxD). 88x67x30in	1	6,705.00	6,705.00
ENA-AC-20,000BTU	20000 BTU Air Conditioning Unit Volt./Hz.: 230/460 Running Amps: 22.2/6.8 Max. Ambient Temperature: 131°F H X W x D: 57.7" x 20.89" x 15.36"Unit Material: Powder coated RAL 7035	1	9,870.00	9,870.00
SPG-4430-0090	OPTION ELSPEC G4430 Power Quality BlackBox, 1024 samples/cycle, 511th harmonic measurement, 16GB internal memory, transient detection to 16 microseconds, 25 sec ride-through Pre-Installed within the EQUALIZER system	1	6,890.00	6,890.00
FCL800/5-R	Split Core Current Transformer, 800/5A Ratio, 2 3/4" x 6 5/8" Rectangular, UL Recognized	3	425.00	1,275.00

Subtotal
Sales Tax (0.0%)
Total

Phone 815/616-5472

Fax 815/616-8265

Website www.elspecna.com



2900 W. Pearl City Road
Suite 104 Freeport, IL 61032

Sales Quotation

Date	Quotation #
12/18/2018	Q15908-1

Name/Address

City of San Luis
Public Works
1090 E. Union St.
San Luis, AZ 85349
Attn. Manuel Ortega

Ship To

Project
15908 - San Luis AZ - Water

Item	Description	Qty	Unit Cost	Total
	NOTE: This quotation is based on the recommendations submitted by Mr. Peter Krickhuhn of Filtronica and detailed in his report dated 10-15-2018. Elspec North America accepts no liability for the contents of third party documentation.			

This Sales Quotation is subject to Elspec North America's Standard Terms & Conditions, unless otherwise specified in this document.

This quotation is valid for a period of 30 days from the date at the top of this form, unless otherwise specified in writing from ENA.

Subtotal	\$52,161.00
Sales Tax (0.0%)	\$0.00
Total	\$52,161.00

Phone 815/616-5472

Fax 815/616-8265

Website www.elspecna.com

STANDARD TERMS and CONDITIONS

1. Expiration of Quotations

Quotations are valid for 30 days from date unless otherwise specified on the quotation.

2. Pricing

Quotations must be accepted by Buyer within 30 days from date. Seller reserves the right to revise quotations prior to acceptance by Buyer. New quotations supersedes all previous quotations relative to this transaction by date.

3. Taxes

Unless otherwise indicated, quoted prices do not include any taxes, including, but not limited to, sales, use, excise or any other city, state or federal taxes, all of which shall be paid by Buyer.

4. Credit and Payment

A Buyer without established credit must provide Seller with credit references at the time of submitting a purchaser order. Upon receipt of a purchase order from Buyer and a review of Buyer's credit worthiness, Seller reserves the right, in its sole discretion, to require full payment prior to processing of the order. If immediate payment is not required by Seller, payment terms are as follows: All invoices shall be considered due 30 days after the date on each invoice (net 30) unless agreed in writing between Seller and Buyer. Seller will invoice Buyer for 50% of the order value upon release of the order to the factory. Seller reserves the right to invoice the remaining balance of all orders at appropriate completion intervals for the project, standard interval payments are, 50% on order, 35% on dispatch from the factory, and 15% on delivery of the goods to site.

A monthly charge of 1.5% (18% per annum) shall be added to past-due balances as defined in this paragraph. In the event Seller is required to retain an attorney to collect the balance due, Buyer shall pay all reasonable attorney's fees and costs incurred by Seller.

5. Cancelled Orders

Buyer shall be responsible for paying the following cancellation charges on all orders received by Seller: All units in the manufacturing process shall be charged at 100% of entire order. For units in production cycle not yet in manufacturing, 10% of each line item shall be charged.

6. Delivery

All goods shall be shipped F.O.B. the place of shipment using a common carrier selected by Seller. Additional costs incurred due to special shipping or handling instructions from the Buyer will be paid by Buyer at cost plus administrative and handling fees of 10% of the total shipping and handling charges which shall be paid to Seller upon completion of the order. Risk of loss shall pass to Buyer when the goods are delivered to the buyer or to the buyers freight forwarder. It is the responsibility of the buyer to report any damage to the carrier immediately and report the damage and name of the carrier to ELSPEC North America within 24 hours.

7. Product Specifications and Design

Buyer shall have the right, if requested, to approve the specifications and design of the goods in writing prior to Seller releasing the goods for production.

8. Acceptance of Product

The goods shall be deemed approved and accepted by Buyer in conformance with the specifications if Buyer does not deliver written notice of non-conforming goods to Seller within 10 days of the date of delivery.

9. Warranties; Damages

Seller warrants to Buyer that the goods sold hereunder will be free from defects in material and workmanship for a period of one year from the date of shipment, and will conform to the kind and quality upon which the quotation is based. The warranties and remedies as set forth herein are conditioned upon (a) proper storage, installation, use and maintenance of the product in conformance with any recommendations of Seller, and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction. If the goods fail to meet the foregoing warranties, Seller shall repair or replace any defective or damaged part or parts or make available to Buyer F.O.B. Seller's plant or other point of shipment, any necessary repair or replacement parts excluding labor and shipping. This paragraph sets forth the exclusive remedies of the parties. The warranty as set forth herein shall expire one year from the date of shipment. The foregoing warranties are exclusive and in lieu of all other warranties.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES CLAIMED BY BUYER. The limitation of warranties as set forth herein include, but are not limited to, claims for breach of contract, warranty, tortious conduct, and any other cause of action against Seller. Any claim for breach against Seller must be made in writing within one year from the date of shipment.

10. Delays

Seller will not be liable for any delay in delivery or for any damages suffered by Buyer by reason of such delay if delay is directly or indirectly caused by or in manner arises from fires, floods, accidents, civil unrest, acts of God, war, governmental interference, embargos, strikes, labor difficulties, shortage of labor, fuel, power, material or supplies, transportation delays, or any other cause or causes beyond the control of Seller. All orders are accepted with the understanding that they are subject to Seller's ability to obtain necessary material, equipment and labor.

11. Limitation of Liability and Indemnification

Buyer shall hold Seller harmless and indemnify Seller against all debts, obligations, costs, claims, and damages, including attorney's fees, arising from any claims or causes of action whether in law or in equity, sounding in contract, tort or otherwise, which may be asserted against Seller by any person or entity not a party to the agreement between Seller and Buyer which results from a subsequent sale by Buyer (including its agents, subsidiaries or affiliates), or reinstallation by Buyer.

12. Governing Law

The transaction with respect to the goods which are the subject of this quotation shall be governed and construed in accordance with the laws of the State of Illinois. The parties agree that any dispute between the parties will be resolved in the Circuit Court of the Fifteenth Judicial Circuit, Stephenson County, Illinois, said Court shall be the exclusive forum and venue for the litigation of any disputes.

13. Agreement

This quotation constitutes the entire agreement and understanding on the goods and supersedes and replaces all such prior and contemporaneous agreements either written or oral.

14. Standard Terms and Conditions of Sale Control

ALL QUOTATIONS, SUBSEQUENT SALES, AND PURCHASE ORDERS RECEIVED FROM BUYER ARE SUBJECT TO THE STANDARD TERMS AND CONDITIONS OF SALE AS SET FORTH HEREIN UNLESS OTHERWISE SPECIFIED WITHIN THE BODY OF THE QUOTATION WHICH IS ATTACHED. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND CONDITIONS WHICH APPEAR HEREIN AND ANY PURCHASE ORDER OR OTHER WRITING FROM BUYER TO SELLER, THE STANDARD TERMS AND CONDITIONS OF SALE AS SET FORTH HEREIN SHALL CONTROL.

Manuel Rojas

From: peter@copecoproducts.com
Sent: Wednesday, February 13, 2019 11:23 AM
To: Manuel Rojas
Subject: Recommendation of PQ mitigating equipment

Good morning, Manuel:

Please allow me to explain my recommendation of the ELSPEC Capacitor bank in my report to you.

As the report shows, there are many very deep dropping voltage excursions. These excursions are caused by turning on larger motors in the system, such as pumps and compressors. When a large motor is turned on, the motor requires kVAr, that is reactive energy, to build up the magnetic field in a motor. When the infrastructure, such as transformers, long supply lines and far away generating stations exist, such as in your case, the utility supply cannot supply the needed kVAr. That causes the voltage to drop and that voltage drop will affect your motors, your control systems and other sensitive loads in your systems. VFD's (variable frequency drives) are very sensitive to low voltage conditions and protect themselves by turning power off. That causes an "Undervoltage" or in many cases, an "Overcurrent" condition. You have seen many of those faults in your system.

To mitigate such a condition, you must install a very fast capacitor bank, such as the recommended ELSPEC bank. I know of three or more manufacturers who claim to have such fast capacitor bank, but to my knowledge and experience, none are fast enough to accommodate your needs. A standard capacitor bank will not be able to supply the proper amount of kVAr when needed. The ELSPEC bank will react in less than ½ cycle, calculate the right amount of kVAr and discharge that energy when needed. When that happens, the injected amount of energy will greatly reduce the voltage drop and cause a "ride-thru" of the system. Previously affected systems will no longer drop out and VFD's will continuously operate. At the same time, the ELSPEC bank will reduce any harmonic content in the system by continually adjusting its built-in filters. You will not need a separate harmonic filter to comply with the IEEE 519-2014 Recommendations. The capacitor bank should be installed in an air conditioned environment. The ELSPEC quote includes such an enclosure. I hope this explanation in a nut shell is what you need. Of course I am glad to support you in the City council meeting with more information.

I look forward to hear from you.

Best Regards,

Peter

Filtronica, Inc.
Asmus Peter Krickhuhn
President
Power Quality
760-612-1978
peter@copecoproducts.com
www.filtronica.us



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.F.

Meeting Date: 02/27/2019

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 new Wastewater Shop design contract proposal of Vega and Vega Engineering, PLC for the Public Works Department, Wastewater Division. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

This is a Fiscal Year 2018-2019 approved project. Staff contacted Vega and Vega Engineering, PLC from the list of council-approved engineers to assist with the design and construction of a new shop and storage building for the Wastewater Division – West Plant. The new building is part of treatment plant improvements for Wastewater Division. The addition would enable staff to have a work area for maintenance and storage of pumps, equipment; enhancing our operations and increasing our overall efficiency. Staff recommends the approval of the design contract as presented.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE ENGINEERING CONTRACT NOT TO EXCEED \$25,000.00 FOR DESIGN AND CONSTRUCTION OF A SHOP AND STORAGE BUILDING AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Enterprise Funds
TOTAL:	\$25,500.00
BUDGETED AMOUNT:	\$160,000.00
AVAILABLE AMOUNT TO TRANSFER:	\$0.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay - CIP WW System 310-311-90015.350 \$541,000.00

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

FY19 approved purchase, the purchase entails the use of two funds -90005 and -90015.350. This approval is for design only.

Capital Outlay - CIP WW System \$541,000.00

Attachments

Building Design Quote
Prelim Design Floor Plan

January 29, 2019

City of San Luis

Public Works Department
1090 E. Union St.
San Luis, Az. 85349

Attn.: Manuel Rojas, CPM
Asst. Public Works Director

Re: Agreement for Professional Consulting Design Services for Complete Set of Plans for New 40' x 75' x 12' Eave Ht. Pre-Manufactured Pre-Engineered Metal Building for City of San Luis West WWTP with approximately 1,000 Sf. for Conference/Break Room, Restrooms, Janitors Closet & ITT Office & 2,00 Sf. for Parts and equipment Storage to be Located at APN 226-11-002 in San Luis, AZ. 85349

Vega & Vega Engineering, P.L.C. is pleased to present this agreement for Professional Consulting Services.

This agreement is entered into by and between Vega & Vega Engineering, P.L.C, hereafter "Consultant" and City of San Luis hereafter "Client". The undersigned do hereby covenant, contract and agree as follows:

1.- Scope of Services: Consultant is hereby engaged to perform Professional Consulting Design Services for Complete Set of Plans for New 40' x 75' x 12' Eave Ht. Pre-Manufactured Pre-Engineered Metal Building for City of San Luis West WWTP with approximately 1,000 Sf. for Conference/Break Room, Restrooms, Janitors Closet & ITT Office & 2,00 Sf. for Parts and equipment Storage to be Located at APN 226-11-002 in San Luis, AZ. 85349

Work will include complete Design to include Geotechnical Soils Report, Architectural, Civil, Foundation for Pre-manufactured Pre-Engineered Metal Building, Plumbing, Mechanical, Fire Sprinkler Design, Electrical, and Fire Alarm, for a complete set of drawings for City of San Luis Development Services Review and approval.

Design based on preliminary design approved by Public Works Department – Wastewater Division

2. - Consulting Fee: Client agrees to pay unto Consultant as follows:

Fixed Fee of \$25,500.00 (Twenty-Five Thousand and Five Hundred Dollars and 00/100)

Payment shall be payable as follows: Full amount due upon completing and delivering of project.

3. - Limited Services: Consultant will assist client in accordance to scope of services. Services not included in the scope of services may be performed by consultant at the request of Client on a time and material basis or an agreed upon fixed fee.

4. - **Term:** In the event of an early termination of this agreement by Client, no refund of the retainer paid will be due or if no retainer was required upon signing of this agreement the fee to which Consultant is entitled shall be equal to the amount of the time spent in rendering the services on a time and material basis.
5. - In the event that it becomes necessary to enforce any of the terms of this agreement the defaulting party agrees to pay all reasonable attorney fees incurred therein.
6. - This agreement shall be construed according to the law of the State of Arizona
7. - This Agreement may only be modified in writing and contains the entire terms of the agreement between the parties.

If you concur with terms and condition of this agreement, please sign and return a copy to us. We look forward to working with you on the proposed project.

Witness the signature of the parties on this 29th day of January 2019.

Consultant:

Vega & Vega Engineering, P.L.C.



Vianey R. Vega, P.E.

Client:

City of San Luis

Public Works Department

Manuel Rojas, CPM
Asst. Public Works Director



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.G.

Meeting Date: 02/27/2019

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any all matters regarding an agreement with the San Luis Industrial Park, L.L.C. to pay for and install landscaping in certain retention basins at the San Luis Industrial Park on the condition that the City of San Luis will maintain the improvements. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

The San Luis Industrial Park, L.L.C. is installing and paying for landscaping in specific retention basins at the San Luis Industrial Park on Urtuzuastegui Street. The City of San Luis already has the responsibility to maintain these retention basins. In the attached agreement, the city agrees to maintain the landscaping in good condition to the extent permitted by law and subject to the city's annual budget.

Parks and Recreation Director Lizandro Galaviz and Public Works Director Eulogio Vera met with representatives of the San Luis Industrial Park, L.L.C., and worked out landscaping and a list of maintenance tasks agreeable to both parties. Things taken into consideration in developing the agreement were that the basins continue to function to retain water, that the maintenance would be sustainable and that the landscaping would beautify the area.

The city rents in the San Luis Industrial Park subdivision and subleases its business incubators there. The beautification in that area can help in continuing to attract businesses to the area to improve the economy in San Luis.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE AGREEMENT WITH THE SAN LUIS INDUSTRIAL PARK, L.L.C., 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:	NA

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

This is not a purchase. Maintenance costs will be somewhat higher than current costs to maintain the retention basins.

Attachments

Agreement SLIP Retention Maintenance

Landscaping Map

**AGREEMENT
BETWEEN CITY OF SAN LUIS
AND
SAN LUIS INDUSTRIAL PARK L.L.C.
FOR RETENTION BASIN IMPROVEMENTS AND MAINTENANCE**

THIS AGREEMENT, made and entered into this ____ day of February, 2019 by and between the CITY OF SAN LUIS, a municipal corporation of the State of Arizona, hereinafter referred to as "CITY" and the SAN LUIS INDUSTRIAL PARK L.L.C., an Arizona Limited Liability Company, hereinafter referred to as "SLIP", the CITY and SLIP hereinafter collectively referred to as the "PARTIES," or individually may be referred to as a "PARTY."

WHEREAS, the CITY is a tenant in the Subdivision known as San Luis Industrial Park; and a member of SLIP; and

WHEREAS, there are retention basins within the Subdivision, which are the responsibility of the CITY to maintain; and

WHEREAS, SLIP proposes to install certain landscaping improvements in said retention basins upon the condition that the CITY will maintain said improvements in good condition and repair.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, benefits and agreements of the PARTIES herein contained and as more fully explained below, it is agreed as follows:

Section 1. Purpose

The purpose of this AGREEMENT is to establish the rights, duties and responsibilities of the PARTIES for the installation and maintenance of certain landscaping improvements in the retention basins located in the Subdivision.

Section 2. Term

This AGREEMENT will become effective as of the date indicated above, and will terminate 10 years thereafter. The term of this Agreement will automatically renew annually unless either PARTY gives notice to the other of non-renewal at least 90 days prior to the end of the initial term of this Agreement.

Section 3. Landscaping

SLIP will install landscaping in the Subdivision retention basins bordering Urtuzuastegui Street. SLIP will coordinate the be installation with both the Parks and Recreation Department and the Public Works Department of the CITY to ensure that any installation will be of a kind and nature so as to be consistent with the ability of the CITY to maintain the improvements and not interfere in the functioning of the retention basins.

Section 4. Maintenance

To the extent permitted by law, subject to the appropriations of the City Council of the CITY pursuant to its annual budget, pursuant to the scheduling and practices of the CITY, the CITY shall maintain said landscaping improvements as follows:

1. General policing of the area for litter pick-up.
2. Lawns will be mown and trimmed.
3. Lawns will be edged.
4. Lawns will be fertilized to keep good appearance.
5. Trees will be trimmed and suckers removed per CITY needs.
6. Trees will be inspected to ensure proper growth.
7. Diseased or dying trees, or shrubbery, will be removed and replaced.
8. Shrubby will be maintained and thinned regularly to contain their size in respect to species, surroundings and the best health of the plant.
9. The irrigation system will be maintained and repaired as needed.
10. All gravel and cobbled areas will be maintained on a regular basis to insure the integrity of the color and design.
11. Weed removal and/or abatement.
12. Payment of all water and electricity for the irrigation system.

Section 5. General Terms and Conditions

A. Notice: Notices or other communications to the CITY regarding this AGREEMENT shall be either delivered personally by process service or sent by registered or certified mail, postage prepaid, addressed to:

If to CITY:	Tadeo A. De La Hoya, City Manager 1090 East Union Street (personal service) P.O. Box 1170 (by registered or certified mail) San Luis, Arizona 85349
-------------	--

If to SLIP:	Frank Rascon P.O. Box 832 San Luis, Arizona 85349
-------------	---

or such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

B. Non-Discrimination Requirements: The PARTIES shall comply with State Executive Order #2009-09, which mandates that all persons, regardless of race, color, religion, sex, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state laws, rules and regulations, including Title VI, and all

other federal and state employment and educational opportunity laws, rules and regulations, including Title VII of the Civil Rights Act of 1964, P.L. 88-854 (1964), and the Americans with Disabilities Act of 1999.

C. Employment Eligibility: The PARTIES warrant, and shall require their subcontractors to warrant, that each is in compliance with all federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the AGREEMENT and is subject to penalties up to and including termination of this AGREEMENT. Each PARTY retains the legal right to inspect the papers of the other PARTY's employee or subcontractor employee who works on this AGREEMENT to ensure that the PARTY or its subcontractors are complying with this warranty. Employees hired by either PARTY to provide services, whether providing those services on premises owned by the CITY or the DISTRICT, shall be the employee of the hiring PARTY only.

D. Assignments and Successors: Neither PARTY shall assign its rights, nor delegate its duties, or otherwise dispose of any right, title, or interest in all or any part of this AGREEMENT, or assign any monies due or payable hereunder without the prior written consent of the other PARTY. Such consent shall not be unreasonably withheld.

E. Entire Agreement: This AGREEMENT contains the entire agreement between the PARTIES, and no oral or written statement, promises, or inducements made by either PARTY or agent of either PARTY that is not contained in this written AGREEMENT or specifically referred to in this written AGREEMENT shall be valid or binding. This AGREEMENT may not be enlarged, modified, or altered except in writing signed by the PARTIES and endorsed herein.

F. Conflicts of Interests Provisions: This AGREEMENT is subject to the conflict of interest provisions of A.R.S. §38-511.

G. Venue: The PARTIES must initiate and maintain any mediation, arbitration, legal actions or other judicial proceedings arising from this AGREEMENT in a court of competent jurisdiction in Yuma County, Arizona.

H. Construction: Headings are solely for the PARTIES' convenience, are not a part of this AGREEMENT, and shall not be used to interpret this AGREEMENT. This AGREEMENT shall not be construed as if it had been prepared by one of the PARTIES, but rather as if both PARTIES have prepared it.

I. Counterparts: This AGREEMENT may be executed in multiple counterparts, each of which shall constitute one and the same instrument. Digitally scanned signatures shall be the same as original signatures.

J. Governing Law: The laws of the State of Arizona govern this AGREEMENT as to validity, interpretation, and performance.

K. 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.

L. Amendment of the AGREEMENT. This AGREEMENT may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the PARTIES to this AGREEMENT.

M. Severability. If any other provision of the AGREEMENT is declared void or unenforceable, such provision shall be severed from this AGREEMENT, which shall otherwise remain in full force and effect.

N. Time is of the essence.

O. No Third-Party Beneficiaries. There are no third-party beneficiaries to this AGREEMENT, and no person or entity not a party hereto shall have any right or cause of action hereunder.

P. No Agency Created. Nothing contained in this AGREEMENT shall create any partnership, joint venture, or agency relationship between the parties.

Q. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City of San Luis shall be personally liable to Owner, or any successor in interest, in the event of any default or breach by the CITY for any amount that may become due to SLIP, or under any obligation under the terms of this AGREEMENT.

R. No Boycott of Israel. SLIP hereby certifies that it does not boycott Israel.

S. Attorneys' fees and costs. The prevailing PARTY in any legal action or proceeding to interpret or enforce this AGREEMENT shall be awarded its reasonable attorneys' fees and costs.

DATED this _____ day of _____, 2017

CITY OF SAN LUIS,
a municipal corporation

SAN LUIS INDUSTRIAL PARK L.L.C.

By _____
Gerardo Sanchez
Mayor

By _____
Manager

APPROVED AS TO FORM:

By _____
City Attorney

ATTEST:

City Clerk

Retention Basin Landscaping

Legend
Landscaping



Google Earth

© 2018 Google
© 2018 INEGI

800 ft





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.H.

Meeting Date: 02/27/2019

Department Head: Monica Castro, Director of Finance, Finance Department

Submitted By: Monica Castro, Director of Finance, Finance Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a PEPP Program agreement with the Arizona Division of Occupational Safety and Health, for a 3-year consulting agreement with the City of San Luis. **(Monica Castro, Director of Finance)**

SUMMARY:

The Public Entity Partnership Program (PEPP) managed by Arizona Division of Occupational Safety and Health (ADOSH) consists of a 3-year agreement with the City of San Luis, which can be canceled at any time with a 30-day notice requirement. The program consists of quarterly ADOSH site visits to our municipality and will, in turn, make a recommendation on corrections or improvements within our safety and health processes. ADOSH will work with the city on improving our current safety and health processes as well as assisting with needed safety and health trainings for the City of San Luis personnel. These program services are at no cost to the city. The objective of the agreement is to provide a safe and healthy work environment for employees through site visits and training provided by ADOSH. (For more details, please see pages 3 and 4 of the attached agreement for the list of goals, the strategies to achieve each goal, and the measurements and outcomes to determine whether the goals are achieved). ADOSH Representatives provided a presentation on the PEPP Program to City of San Luis Management. All Department Heads unanimously agree that this program is very beneficial for our City and our personnel.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE AGREEMENT WITH ADOSH TO IMPLEMENT THE PUBLIC ENTITY PARTNERSHIP PROGRAM AT NO COST TO THE CITY.

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 cost on consultation services provided by ADOSH.

?

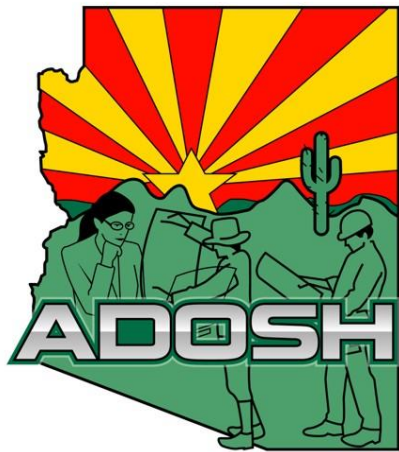
Attachments

ADOSH Agreement

THE ARIZONA DIVISION OF OCCUPATIONAL SAFETY AND HEALTH

Public Entities Partnership Program

City of San Luis



Protection of life, health, safety and
welfare of Arizona's most valuable assets.



Mission: "Protection of life, health, safety and welfare of Arizona's most valuable assets."

Vision: "ADOSH's vision is to be a leader in occupational safety and health by making Arizona's workplaces as safe and healthy as possible."

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I. INTRODUCTION

The purpose of this Public Entity Partnership Agreement between *City of San Luis* and the Arizona Division of Occupational Safety and Health (ADOSH) is to further ADOSH's vision and mission statements, by implementing safety and health measures and to educate workers to ensure their safety and health a value. This purpose is essential to the success of this Agreement.

Note: 1908.7(a)(3) – The identity of employers requesting onsite consultation, as well as the file of the consultant's visit, shall not be provided to ADOSH for use in any compliance activity, except as provided for in 1908.6(f)(1) (failure to eliminate imminent danger,), 1908.6(f)(4) (failure to eliminate serious hazards,) paragraph (b)(1) of this section (inspection deferral) and paragraph (b)(4) of this section (recognition and exemption program).

II. IDENTIFICATION OF PARTNERS

ADOSH Assistant Director has been working closely with the public sector in developing training for high hazard operations and conducting visits to identify hazards where employees may be at risk. As a state plan, ADOSH oversees public entities where Federal OSHA does not; therefore, partnerships may be afforded to public entities like any other private employer within Arizona in an effort to reduce injury and illnesses in the workplace.

In addition to compliance inspections conducted in the past, a review of training data by the Assistant Director/Consultation Program Manager revealed that public entity employees comprised of over 45% of all class attendees when compared to other industry attendees. Therefore the Public Entity Partnership Program or P.E.P.P., was decided upon with a group of local inter-agency stakeholders during a quarterly meeting where ADOSH is an invited guest of the members.

This Agreement was developed jointly between ADOSH and *City of San Luis*. The common objective and goal of this Agreement is to provide a safe and healthful work environment for employees through site visits and training by ADOSH. Working together in order to identify ways to strengthen safety and health programs and processes within the organization, thus providing for an increased awareness to common safety and health hazards in the workplace.

By focusing efforts and utilizing resources from both ADOSH and *City of San Luis* it is believed that through this Agreement there will be a significant decrease of unsafe behaviors, hazards and serious injuries throughout the Division. It will also assist *City of San Luis* achieve lower injury and illness rates for their industry.

This Agreement is voluntary and affords an alternative to traditional ADOSH enforcement activities. This program is consistent with ADOSH's long-range efforts to develop a business/labor/government partnership approach to occupational safety and health and allows for better use of ADOSH's resources and encourages participation in the safety process by employers and employees.

III. PURPOSE/SCOPE

This three year Agreement covers the following high hazard areas within the city:

- Public Works Department
 - Utilities/Water Treatment Facilities
 - Facilities Maintenance Department
 - Fleet Maintenance Department
 - Street/Highways
- Public Safety
 - Police Department
 - Fire Department
- Parks & Recreation Department
- Administration

ADOSH conducted a meeting with *City of San Luis, Representative*. During the meetings, strategies were developed on how ADOSH would be able to help the City employees and leadership team recognize common hazards in their respective Divisions. These strategies are set forth in section four (IV) of this Agreement. By utilizing OSHA's Injury and Illness Prevention Program (I2P2) and OSHA's 1989 Safety and Health Program Management Guidelines (FRN 54:3904-3916), universal interventions can substantially reduce the number of severity of workplace injuries and reduce the associated financial burdens of Arizona workplaces.

The most successful injury and illness prevention programs are based on a common set of key elements. These include:

- Management leadership
- Worker protection
- Employee involvement
- Hazard identification
- Hazard prevention and control
- Education and training, and
- Program evaluation and improvement.

ADOSH expects *City of San Luis* to implement these key elements to workflow process as required.

To gauge the effectiveness of the partnership, ADOSH’s safety and health consultants will use the OSHA Form 33 during the scheduled onsite visit. The Form 33 is an excellent gap analysis tool that determines how well the safety and health management system (SHMS) is working based on the scores assessed by the safety and health consultants.

As a starting point, ADOSH representatives will request *City of San Luis* OSHA 300 Log(s) for the last three years. Although a lagging indicator, the three year history represents a starting point to measure the reduction in injury and illnesses after the three year Agreement is fulfilled.

Note: According to the United States Bureau of Labor Statistics most current posting, **2016**, the Total Case Rate (TCR) and Days Away Restricted Time (DART) rate for your industry is **9.0** and **4.9**. **Primary NAICS Code 922190**

Year	Total Case Incidence Rate (TCR)	Days Away Restricted Time (DART)
2015	6.8	6.3
2016	3.8	3.8
2017	2.5	2.5
AVERAGE	4.2	4.1

IV. GOALS/STRATEGIES

City of San Luis oversee many operations that deal with some aspects of the 29 C.F.R. 1910 General Industry Standards and the 29 C.F.R. 1926 Construction Standards. This Agreement will focus on the high hazard areas within the areas listed above. *City of San Luis* may identify and request additional areas be included in the consultation visits based on their high hazard processes if needed.

This Partnership will focus on the following goals, strategy, and measures as outlined in the table:

GOAL	STRATEGY	MEASURES / OUTCOMES
1. Reduce Injury / Illness & DART Rates by 15%	Develop a written First Aid / Near Miss Policy	<ul style="list-style-type: none"> ▪ Hold initial meeting with Leadership, Project Leads, Foreman and employees to gain commitment ▪ Number of training courses / people trained in process ▪ Create and implement an awareness survey on program within company
2. Implement two Best Practices for each department over the course of the three-year agreement	Develop a Best Practice policy for City of San Luis	<ul style="list-style-type: none"> ▪ Number of training courses / people trained in process ▪ Attend two ADOSH/Arizona Governmental Safety Association meetings for Best Practice Sharing

GOAL	STRATEGY	MEASURES / OUTCOMES
3. Increase worker involvement with hazard identification and training	Develop an incentive program for employees to participate in the routine inspection process and feedback on hazard(s) observed in the workplace	<ul style="list-style-type: none"> ▪ Number of training courses / people trained in process ▪ Create and implement a survey to gauge employee involvement in the safety and health management system ▪ Explore awards that are not a disincentive to program
4. Enhance communication between management, employees and ADOSH	Determine, monthly, when management can meet formal / informal to talk about safety and health in the workplace as it relates to ADOSH Inspections	<ul style="list-style-type: none"> ▪ Hold initial meeting with management and Employees to gain commitment ▪ Develop schedule when meeting(s) will take place ▪ Create and implement a survey to gauge effectiveness of meetings between two groups
5. Start the process for Voluntary Protection Program (VPP) application.	Schedule a mandatory meeting with <i>City of San Luis</i> Leadership and ADOSH Compliance Assistance Supervisor for understanding of the VPP application and program on a quarterly basis.	<ul style="list-style-type: none"> ▪ Quarterly work on the following VPP Elements: Management and Employee Involvement, Worksite Analysis, Prevention & Control and Training.

V. SAFETY AND HEALTH MANAGEMENT SYSTEM

Through ADOSH exemplary programs like the Voluntary Protection Program (VPP) and the Safety and Health Achievement Recognition Program (SHARP), data has shown that employee involvement is an essential component of any effective SHMS. *City of San Luis* shall commit to employee involvement in its SHMS. The basic structure of the partners' SHMS should be patterned after OSHA Safety and Health Program Management Guidelines, FRN 54:3904-3916, January 26, 1989; and/or OSHA's Injury Illness Prevention Program (I2P2).

VI. WORKER INVOLVEMENT

During any consultant's visits, the degree and quality of employee involvement will be assessed. Employee involvement should also be considered during the periodic workplace self-evaluations that are integral to an effective SHMS. To ensure the quality of involvement by employees, appropriate safety and health training may be necessary prior to involving workers in the process so that they may properly identify hazards in the workplace. Worker involvement may include, but is not limited to:

- Conducting worksite inspections, safety and health audits, job hazard analyses, and other types of hazard identification.
- Developing and using a system for reporting hazards.
- Developing and revising the worksite's safety and health rules and safe work practices.
- Participating on workplace teams with identifying root causes of accidents, incidents, or breakdowns.
- Implementing controls to eliminate or reduce hazard exposure.
- Assisting in job hazard analysis.
- Making presentations at safety and health meetings.
- Participating on safety and health committees, joint labor-management committees, and other advisory or specific-purpose committees, if otherwise lawful and appropriate.
- Delivering safety and health training to current and newly-hired workers.
- Participating in safety and health program reviews.

VII. PERFORMANCE MEASURES

Performance measures are outlined in the section IV of this Agreement. If ADOSH Assistant Director and Consultation and Education Training Supervisor determines the goals have been met, the two partners may choose, but not obligated to, implement additional goals. Any additional goals shall be specified in writing and signed as an appendix to the original signed Agreement.

VIII. ANNUAL EVALUATION

An annual partnership activities and evaluation report will be used by ADOSH Compliance Assistance Supervisor and/or the Consultation and Education Training Supervisor and the *City of San Luis* Representative. After signing the Agreement, the company and ADOSH representatives shall agree upon a time and date when the annual evaluations will take place. The initial annual evaluation shall not be more than a month beyond the initial signing date or 30 days after.

ADOSH developed annual partnership activities report will be used to gauge the effectiveness of the program. The evaluation will consist of:

- Program development
- Lost work injury/illness rates comparison to industry average
- Training
- Employee and management involvement
- Best practices that go above and beyond the OSHA standards

IX. ADOSH VERIFICATION

ADOSH Compliance Assistance Specialist and/or Consultants shall verify that *City of San Luis* are upholding their responsibilities under the Agreement through quarterly consultation visits, scheduled and attended training, and any SHMS's implemented since the signing of the Agreement.

X. INCENTIVES

ADOSH Non-enforcement Incentives:

In accordance with this partnership Agreement, ADOSH agrees to provide the following:

- 1) Outreach, technical assistance, and training.
- 2) Seminar, workshops, and other speaking events.
- 3) Availability of informational materials such as safety and health brochures, pamphlets, and electronic tools.
- 4) Assist the employer in developing and implementing a robust safety and health management system through quarterly visits where an OSHA Form 33 will be utilized.
- 5) Provide webinar based training to employees in an effort to increase hazard awareness.
 - a. Topics include:
 - i. OSHA Form 33
 - ii. OSHA Focused Four
 - iii. Safety Through Leadership Roles
 - iv. Contractor Safety and Program Development
- 6) Provide the *City of San Luis* with best practices examples that have been implemented at current Safety and Health Achievement Recognition Program participants and Voluntary Protection Program participant's sites where injury/illnesses have been reduced.

ADOSH Enforcement Incentives:

- 1) As per the Field Operations Manual (FOM) adopted by ADOSH and dated 4/1/2016, Chapter 2, section IV "Programmed Inspections, sub-section H 1,2, and 7(a), (b), and (c) will be observed.
- 2) ADOSH Incentives and Programmed Inspections: Within the context of this Agreement, the term "*programmed inspection*" refers to traditional enforcement inspections as described in the FOM and in the SST Directive, i.e., inspection of workplaces that are selected according to national and local state scheduling plans for safety and for health or special emphasis programs. *City of San Luis* is not exempt from routine programmed inspections by its participation in this Agreement. Only active VPP and SHARP sites are eligible for this incentive.
 - a. OSHA's "focused inspection" policy, 1994 memo from then-Deputy Assistant Secretary James Stanley. Subject title: "Guidance to Compliance Officers for Focused Inspections in the Construction Industry" where focused inspections shall concentrate on the project safety and health program/plan and the four leading hazards that account for the most fatalities and serious injuries in the construction industry: falls; electrical hazards; caught in/between hazards (such as trenching); and struck-by hazards (such as materials handling equipment and construction vehicles. This memo will be used to guide enforcement activity on the member's jobsite.
- 3) In the case of an "*unprogrammed inspection*", the employer will be subject to normal ADOSH Compliance inspection procedures without regard to this Agreement. In the event of a complaint, the terms in that the complaint will be reviewed to determine the level of severity and potential risk to employees by the ADOSH Director, Compliance Section Supervisor, and Assistant Director. If deemed non-serious in nature, in other words not posing any immediate serious threat to employee safety and health the complaint may be conducted via Phone and Fax ADOSH compliance procedures in accordance with the Field Operation Manual.
- 4) Support the company in its efforts to increase safety and health awareness amongst their industry setting. Knowledge sharing on current violations and statistics, relevant interpretations, proposed standards and similar information.

XI. MANAGEMENT AND OPERATION

Management within *City of San Luis* will ensure the following is accomplished:

- Ensure ADOSH and the company accomplish the goals and activities set forth in section four (IV) to the partnership's success as well as fulfill the agreed-upon responsibilities.
- Provide various avenues for management to meet with employees and discuss the SHMS within the various departments.
- Ensure resources are available to correct hazards and implement best practices.

- Hold all employees accountable for violating safety or health policies, including management themselves.
- Ensure *City of San Luis* supervisors and employees conduct routine safety and health inspections.
- Review first aid/near-miss accident reports to ensure closure and mass communication with all *City of San Luis*'s workforce.
- Prepare and schedule time to meet with ADOSH Consultants when onsite for the opening, walk around inspection, and closing conference.
- Prepare and schedule time to meet with the ADOSH Assistant Director and/or Consultation and Education Training Supervisor during annual review of the partnership.

XII. WORKER AND EMPLOYER RIGHTS

As an integral part of an effective safety and health program employees' rights which are guaranteed under the OSH Act and regulations (such as, but not limited to, the right to file a safety and health complaint, and the right to information collected pursuant to ADOSH / OSHA requirements (e.g. the OSHA-300 log and medical exposure records) will not be infringed. *City of San Luis* shall ensure routine employee involvement in the day-to-day implementation of worksite safety and health programs, including employee participation in employer self-audits, site inspections, job hazard analyses, safety and health program reviews, and mishap investigations.

In the event of an ADOSH compliance inspection, *City of San Luis* retains all rights guaranteed under the OSH Act, including the right to appeal or contest violations issued by ADOSH.

XIII. TERMINATION OF AGREEMENT

Either partner may withdraw from this Agreement by providing written notification to the other partner. Termination shall be effective thirty (30) days after receipt of written notification. Any notice required to be given under this Agreement shall be deemed to have been duly given and received if:

- Personally delivered to the undersigned representative listed below at the addresses set forth below;
- Deposited in the U.S. Mail, postage prepaid, certified, return receipt requested to the addresses set forth below; or
- Prepared and provided to recognize and reputable overnight delivery service, such as UPS or FedEx, to be delivered to the addresses set forth below.

In addition to the voluntary termination, this Agreement will be terminated if *City of San Luis* does not comply with sections four (IV) through Eleven (XI) herein, or under additional circumstances:

- 1) A fatality occurs resulting, in whole or in part, from non-compliance with the OSHA standards;
- 2) *City of San Luis* exhibits a pattern of non-compliance with the OSHA standards, i.e., a continued pattern of serious hazards identified during compliance or consultation visits;
- 3) *City of San Luis* fails to correct hazards identified during compliance inspections or consultation visits.

This Agreement is valid for three years from the date signed. At the end of the three year period a decision by the Assistant Director and/or the Consultation and Education Training Supervisor will be made regarding *City of San Luis*'s progress in accomplishing goals and visits that are agreed upon.

In addition *City of San Luis* will be asked to provide a summary of the ADOSH Partnership process, effect on injury and illness rates, employee awareness and safety & health management within the organization. By working together ADOSH and *City of San Luis* will have worked toward reducing injury and illness rates to the point where it would not be targeted due to excessive rates.

XIV. SIGNATURES

IN WITNESS WHEREOF, the parties thereto have entered into this Agreement on this _____ day of _____, 2019.

CITY OF SAN LUIS

ARIZONA DIVISION OF OCCUPATIONAL SAFETY & HEALTH

ADDRESS: 1090 Union St, San Luis, AZ 85349

ADDRESS: 800 West Washington Street, Phoenix, AZ 85007

By: _____

Name: The Honorable Gerardo Sanchez

Title: Mayor City of San Luis

By: _____

Name: Jessie Atencio

Title: Director ADOSH

By: _____

Name: Tadeo De La Hoya

Title: City Administrator

By: _____

Name: Brandon Stowell

Title: Compliance Assistance Supervisor

By: _____

Name: Kay Macuil

Title: City Attorney

By: _____

Name:

Title:



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.I.

Meeting Date: 02/27/2019

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

Submitted By: Miguel Alvarez, Lieutenant, Police Department

Action Requested: Motion
Other

ITEM:

Discussion and possible action on any and all matters regarding the ratification and adoption of Order No. 2019-3. An order 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. (ITEM CONTINUED FROM REGULAR COUNCIL MEETING HELD FEBRUARY 13, 2019) **(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 the 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.

Staff also requests ratification to the Arizona Department of Homeland Security awarded grant under Operation Stonegarden Grant Program for Overtime and Mileage incurred from approximately January 28, 2019, to February 9, 2019, using approximately \$17,675.00.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT ORDER NO. 2019-3 APPROVING THE INTERGOVERNMENTAL AGREEMENT AND GRANT AS PRESENTED AND RATIFYING EXPENDITURES UNDER THE GRANT.

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

Order 2019-3
Award Letter
Subrecipient Agreement



Order

No. 2019-3

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDER 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 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 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 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-180436-01" and the grant application titled OPSG "Overtime and Mileage" both Attached to this order are approved;

Section 2. that the expenditures under the grant before this approval are ratified and

Section 3: 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 ___ day of February, 2019.

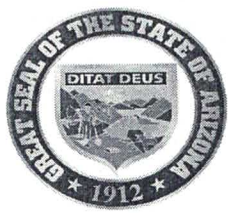
Gerardo Sanchez, Mayor

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

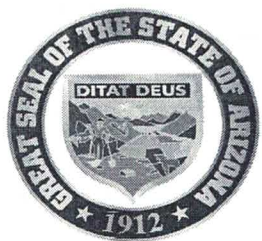
William D. Seltzer

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.J.

Meeting Date: 02/27/2019

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

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

Action Requested: Motion
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding recommendation of a Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control to authorize the City of San Luis through its Parks and Recreation Department to sell alcohol at the March Baseball Exhibition on March 09, 2019. **(Lizandro Galaviz, Director of Parks and Recreation)**

A. Open public hearing

1. Presentation by staff and/or applicant
2. Call to the public on this item

B. Close public hearing

C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

SUMMARY:

The City of San Luis Parks & Recreation Department is requesting to sell alcohol at the 2019 March Baseball Exhibition Event to be held on Saturday, March 09, 2019 from 3:00 p.m to 11:30 p.m. at the San Luis Joe Orduño Park. The City of San Luis, Parks and Recreation Department, will receive 50% of the alcohol sale proceeds and the San Luis FRONTERA Rotary will receive the remaining 50% of the alcohol sale proceeds.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.

1. Presentation by staff and/or applicant.
2. Call to the public on this item.

B. I MOVE TO CLOSE PUBLIC HEARING.

C. I MOVE TO RECOMMEND APPROVAL TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL FOR THE SPECIAL EVENT LIQUOR LICENSE AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: NO
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 associated fiscal impact with this item.

Attachments

Special Event Liquor License



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

FOR DLIC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
 Fee= \$25.00 per day for 1-10 days (consecutive)
 Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 12).

SECTION 1 Name of Organization: City of San Luis, Arizona

Name of Licensed Contractor **only** (if any): _____

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-0376164

SECTION 3 Event Location: Joe Orduno Park

Event Address: 965 N. Park Ave.

SECTION 4 Applicant must be a member of the qualifying organization and authorized by an Officer, Director, or Chairperson of the Organization.

- Applicant: Galaviz Lizandro R. 05/05/1970
Last First Middle Date of Birth
- Applicant's mailing address: PO Box 1170 San Luis Arizona 85349
Street City State Zip
- Applicant's home/cell phone: (928) 919-8613 Applicant's business phone: (928) 341-8535
- Applicant's email address: lgalaviz@cityofsanluis.org

I, (Print Full Name) Lizandro R. Galaviz declare that I am the APPLICANT filing this application as listed above. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] P#R Director 2/13/19 928-919-8613
Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 13th February 2019
Day Month Year

State Arizona County of Yuma

My Commission Expires on: 05-11-2019 Angelica Cifuentes
Date Signature of Notary Public



SECTION 5 Regarding the Applicant's application for a special event permit, I hereby certify that the Organization meets the criteria in A.R.S. § 4-203.02(E) for the issuance of the permit as indicated by checking one of the boxes below.

- (1) The Applicant is a political party or a campaign committee supporting a candidate for public office. Please indicate the name of the candidate that the Applicant supports, the office that the candidate seeks, and the month and year that the applicant would first fill the office if successful.

Candidate: _____
Name Office Month/Year

- (2) The Applicant is a non-profit entity organized in Arizona, or pursuant to the laws of another state that is eligible for designation as a nonprofit entity under Section 501(C) of the internal revenue code of the United States. If the Applicant is applying under option (2) as a nonprofit entity, **please also INITIAL in the space provided next to all following statements to indicate that, to the best of the applicant's knowledge, they are true and correct.**

_____ The Applicant has received a determination letter from the Internal Revenue Service ("IRS") indicating that it is eligible for designation as a nonprofit entity under Section 501(C), eligibility or will be eligible on all days that the special event will occur, or has a pending application with the IRS for such treatment that has not been resolved but that will retroactively cover all days that the special event will occur. (Please provide a copy of either the IRS determination letter or the application [without attachments] with this application).

_____ The Applicant is not aware of any action by the IRS to revoke, suspend, or otherwise eliminate the Applicant's eligibility under 501(C), or if there is a pending application, the Applicant has not received any indication that the IRS will deny its application and has a good faith basis formed upon a reasonable inquiry into IRS regulations, guidelines, and forms that it is eligible under 501(C).

_____ The Applicant understands that if there is a change in circumstances after completing this form that may cause or has caused it to lose its eligibility under 501(C), whether before or after receiving an IRS determination letter, that it has an affirmative duty to notify the Department of Liquor, which may then take appropriate action with regard to the loss of eligibility.

To be completed only by an Officer, Director, or Chairperson of the organization.

I, (Print Full Name) _____ declare that I am an Officer, Director, or Chairperson of the organization filing this application as listed above. I have read the application and the contents and all statements are true, correct and complete.

X _____
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this _____ Day _____ Month _____ Year
 State _____ County of _____

My Commission Expires on: _____ Date _____ Signature of Notary Public _____

SECTION 6 Will this event be held on a currently licensed premise and within the already approved premises? Yes No
 (If yes, Local Governing Body Signature **not** required)

_____ Name of Business License Number Phone (Include Area Code)

SECTION 7 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- Place license in non-use
- Dispense and serve all spirituous liquors under retailer's license
- Dispense and serve all spirituous liquors under special event
- Split premise between special event and retail location

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

SECTION 8

What is the purpose of this event? On-site consumption Off-site (auction/wine/distilled spirits pull) Both

SECTION 9

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)
2. How many special event days have been issued to this organization during the calendar year? 0
(The number cannot exceed 10 days per year.)
3. Is the organization using the services of a promoter or other person to manage the sale or service of alcohol? Yes No
(If yes, must be a licensed contractor or licensee of series 6, 7, 11, or 12)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name City of San Luis Parks (Parks and Rec.) Percentage: 50 %
 Address PO Box 1170 San Luis , Arizona 85349

Name San Luis Frontera Rotary Percentage: 50%
 Address PO Box 13926 San Luis Arizona 85349
Street City State Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

5. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

4 Number of Police 6 Number of Security Personnel Fencing Barriers

Explanation: Fencing and barricades will be placed around designated consumption area. Entrance and exit will be posted.

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

SECTION 12 Local Governing Body Approval Section.

Date Received: _____			
I, _____	_____	recommend	<input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL
(Government Official)	(Title)		
On behalf of _____	_____	_____	_____
(City, Town, County)	Signature	Date	Phone

SECTION 13 For Department of Liquor Licenses and Control use only.

<input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL	BY: _____	DATE: ____/____/____
--	-----------	----------------------

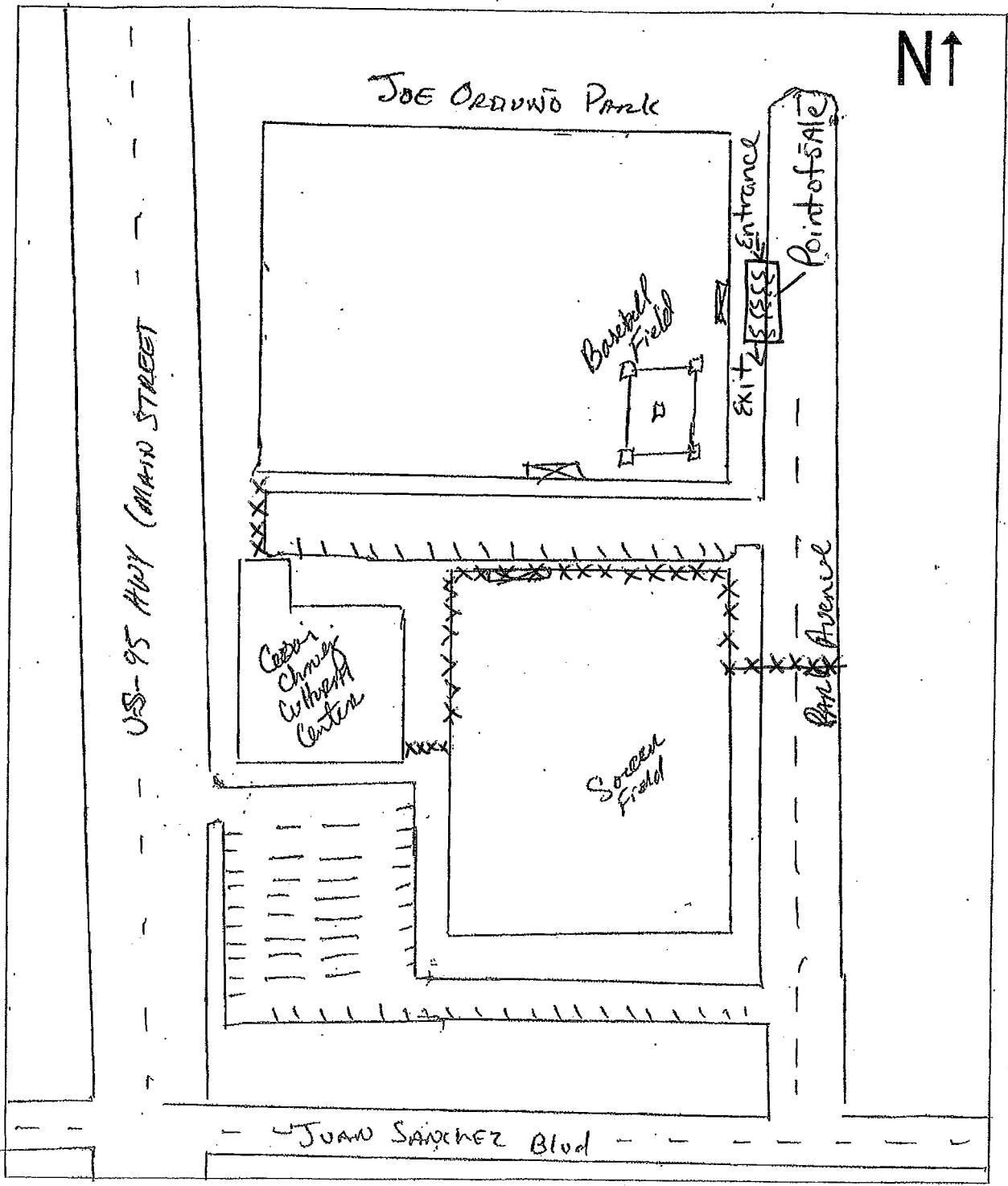
A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



N ↑

JOE ORDUNO PARK

US-95 HWY (MAIN STREET)

Point of Sale

Entrance
EXIT

Baseball Field

Cesar Chavez Cultural Center

Park Avenue

Soccer Field

JUAN SANCHEZ BLVD

xxxx - Fencing



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.K.

Meeting Date: 02/27/2019

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 the approval of a contract between the City of San Luis and La Cachimba Promotions for musical performances for the 4th of July Celebration event. **(Lizandro Galaviz, Director of Parks & Recreation)**

SUMMARY:

Year after year the Parks & Recreation Department has strived in providing our community with great entertainment for our 4th of July festivities. This year, we are working very hard to continue to amaze our community with great musical performances that make their 4th of July experience memorable. That is why we are currently working on getting amazing musical guests such as Los Chatos, La Cachimba & Inspector, for our 4th of July event. These musical performers provide a festive and upbeat musical act that we believe our community will enjoy. Inspector is a Ska band from Nuevo Leon, Mexico who has produced many hits such as Amargo Adios and toured many countries around the world. Los Chatos are a rock band who perform tributes to many legendary rock bands in the United States & Mexico. La Cachimba is a Calexico/Mexicali band who will perform Spanish rock classics for our community during our Fourth of July celebration. We are confident that these musical performers will provide a great atmosphere and amazing live entertainment for our community who deserve the very best Fourth of July Celebration.

In order for such performers to participate in the upcoming Fourth of July Celebration, staff considers the promoter, Eder Flores doing business as La Cachimba Promotions, to be the sole source provider since he is the Authorized Agent/Business Manager for La Cachimba, Los Chatos and Inspector. Musical artists are unique. Therefore under Purchasing Code §36.02 - Exclusive Services, where Mr. Flores is the sole provider in booking these professional musical performers, other quotes or bidding is not required. Staff is requesting that City Council approve the contract between the City of San Luis and professional musical bands, la Cachimba, Los Chatos and Inspector, whose manager is Mr. Eder Flores for the 2019 Fourth of July Celebration.

If this request of sole source provider were to be approved, staff is requesting to use a prepaid account to pay the deposit of \$4,400.00. Per the Performance Agreement Section 2: Compensation, as compensation for such concert, the City shall on or before the end of the first set of the performance on the date of the concert pay the Representative, a total fee of \$8,800.00. The City agrees to pay one-half of this fee on or before March 21, 2019 and the remainder on or before the time of performance on July 04, 2019.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT AS PRESENTED FOR THE BANDS LA CACHIMBA, LOS CHATOS AND INSPECTOR IN THE TOTAL AMOUNT OF \$8,800.00 FOR THE JULY 4TH 2019 CELEBRATIONS.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: CITY
TOTAL: \$8,800.00
BUDGETED AMOUNT: Budgeted for Fiscal Year 2019
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Special Services -
100-145-80005

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

Fiscal impact as described above.

Attachments

2019 Band Contract
Exclusive Service / Sole Source Request
Invoice

PERFORMANCE AGREEMENT

This agreement ("Agreement") is made this ____ day of February 2019 the date of the last Party to sign, between Eder Flores doing business as La Cachimba Booking of 920 W L Moreno St., Calexico, CA 92231 (the "Representative") and the City of San Luis, incorporated under the laws of Arizona, having its principal office at 1090 East Union Street, P.O. Box 1170, San Luis, Arizona 85349 (the "City"). The Representative represents La Cachimba, Los Chatos, and Inspector (the "Bands"). The City and the Representative may be referred to individually as the "Party" and collectively as the "Parties."

SECTION 1. PERFORMANCE OF CONCERT

Pursuant to the terms and provisions of this Agreement, Representative shall cause the Bands to perform a concert at the Joe Orduño Park, 965 North Park Avenue, San Luis, Arizona, at approximately the following times:

- Los Chatos at 7:15 p.m. on July 4th, 2019 for the duration of one hour.
- La Cachimba at 8:30 pm on July 4th, 2019 for the duration of one hour.
- Inspector at 10:30 pm on July 4th, 2019 for the duration of one hour and fifteen minutes.

City shall be responsible for providing the stage and any public address or sound equipment for the performance.

SECTION 2. COMPENSATION

As compensation for such concert, the City shall on or before the end of the first set of the performance on the date of the concert pay the Representative, a total fee of \$8,800.00. The City agrees to pay one-half of this fee on or before March 21, 2019 and the remainder on or before the time of performance on July 4, 2019.

SECTION 3. SECURITY

City shall provide sufficient security so that no unauthorized person will have access to the stage area or backstage area. The Representative will provide names of persons or guests authorized to be backstage. If security backstage passes and/or laminates are to be used, a representative of the Representative will supply to the City a photo copy of the pass system to be used for the performance.

City shall also provide security for the purpose of the general safety of the event.

City shall take reasonable precautions to prevent theft or damage of the Representative's musical instruments and equipment set-up for the performance under this Agreement.

**SECTION 4.
ADVERTISING**

The City agrees to use its best efforts to promote the performance under this Agreement in local media and community calendars. The Representative shall supply to the City graphics and/or photos to support the promotion.

**SECTION 5.
NO RECORDING**

The concert to be given under this Agreement shall not be broadcast or recorded in any manner or form, without the prior, express, and written consent of Representative.

**SECTION 6.
INABILITY OF THE REPRESENTATIVE TO PERFORM**

Neither Representative nor the Band shall be liable to City for Band's failure to appear or perform by reason of or due to the illness or physical disability, except for return of all monies paid under this Agreement.

**SECTION 7.
CANCELATION**

If a Party cancels for reasons other than those in Section 6, the following liquidated damages apply. In the event that the City or the Representative cancels the concert 14 to 35 days before the date of the performance under this Agreement, the cancelling Party will pay the other Party one-half (50%) of the fee in the amount of \$4,400.00 as liquidated damages. In the event the City or the Representative cancels the concert 13 days or fewer before the performance, the cancelling Party will pay the other Party the full amount of the fee of \$8,800.00.

**SECTION 8.
INSURANCE**

The Representative shall at its expense, for the performance contracted hereunder: (1) insure the instruments and equipment belonging to the Representative against, theft, loss or damage; (2) carry public liability insurance providing for a minimum of \$1,000,000.00 per person, \$2,000,000.00 per occurrence and/or accident, \$2,000,000.00 aggregate, and \$1,000,000.00

for property damage; and (3) procure a policy for accident or damages on or to the premises, under the control or use of Joe Orduño Park, in the amounts set forth in item (2) above.

The Representative shall procure, pay for, and deliver to City the policies of insurance covering the risks described in the preceding paragraph. All insurance companies issuing such policies shall have what is commonly known as an "A" rating with A.M. Best Company and shall insure City. Certificates of insurance shall be delivered to City before the effective date of this Agreement, and new policies shall be delivered fourteen (14) days before the old policies expire. If the Representative fails to deliver the policies in the manner stated to City, City may obtain the required policies and charge their costs to the Representative, and the City may deduct these costs from any sums due and owing to the Representative. If the policy or policies of insurance is/are a "claims made" policy, it/they shall be maintained for two (2) years following termination of this Agreement.

All such insurance policies shall be first payable in case of loss by means of a standard noncontributory clause, shall be written by such companies, on such terms, in such form and for such periods and amounts as the City shall from time to time designate or approve, shall be primary and without right of contribution from other insurance which may be available, shall waive any right of setoff, counterclaim, subrogation, or any deduction in respect of any liability of the Representative or City, shall provide that with respect to the City, the insurance shall not be invalidated by any action or inaction by the Representative, including but not limited to any representations made by the Representative in the procurement of such insurance, and shall provide that they shall not be cancelled or amended without at least [30] days' prior written notice to the City. The Representative grants the City full power and authority as attorney irrevocable of the Representative to cancel or transfer such insurance, to collect and endorse any checks issued in the name of the Representative and to retain any premium and to apply the same to the obligations promised by this Agreement.

SECTION 9. ASSIGNMENT

Neither Party shall assign or transfer this Agreement without the prior, express, and written consent of the other Party.

SECTION 10. NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand through a process server to the Party or by overnight delivery service the Party at that Party's address stated at the top of this Agreement. Any Party may change its notice address by giving written notice of the change in accordance with this section.

**SECTION 11.
GOVERNING LAW**

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of Arizona. The venue for any cause of action shall be in the courts of the State of Arizona.

**SECTION 13.
ARBITRATION OF DISPUTES**

All disputes, claims, and questions regarding the rights and obligations of the Parties under the terms of this Agreement are subject to arbitration. Either Party may make a demand for arbitration by filing such demand in writing with the other Party within 30 days after the dispute first arises. After such demand, arbitration shall be conducted by an arbitrator agreed to by both Parties acting under the rules of commercial arbitration of the American Arbitration Association.

**SECTION 14.
MISCELLANEOUS PROVISIONS**

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

Notice of Arizona Conflict of Interest Law: This contract is subject to cancellation if there is a conflict of interest under the provisions of A.R.S. § 38-511.

Non-Liability of City Officials and Employees: Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to the Representative, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Representative or successor, or under any obligation under the terms of this Agreement.

Israel Certificate: Representative hereby certifies that it is not boycotting Israel nor will it boycott Israel for the duration of this Agreement.

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 any of the provisions of the Agreement.

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. The Representative and the City warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.

Attorney's Fees and Costs: If either Party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled to reasonable attorney's fees and court costs.

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

Timing: Time is of the essence.

Counterparts: This Agreement may be executed in counterparts, any of which shall be deemed to be an original

SECTION 15. BUSINESS LICENSE

Representative shall obtain a City of San Luis, Arizona business license before the City shall make any payments.

SECTION 16. SEVERABILITY

The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

SECTION 17. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

SECTION 18. MODIFICATION OF AGREEMENT

Any modification of this Agreement, rider or additional obligation assumed by either Party in connection with this Agreement shall be binding only if placed in writing and signed by each

Party or an authorized representative of each Party.

The Parties have executed this Agreement in the day, month and year first set forth above.

City of San Luis, Arizona

La Cachimba Booking

Tadeo Azael De La Hoya
City Manager

Eder Flores
Representative for Los Chatos, La Cachimba,
& Inspector.

Attest:

Approved as to form

Sonia Cornelio
City Clerk

Kay Marion Macuil
City Attorney



City of San Luis

Parks & Recreation Department

Recreation Youth Center Cultural Center Aquatic Center Parks

Exclusive Service/Sole Source Request

February 16, 2019

To: Monica Castro, Finance Director

 Angelica Cifuentes, Procurement and Budget Compliance Officer

From: Louie Galaviz Parks and Recreation Director

 Jesus Meza Asst. Parks and Recreation Director

RE: Contract with Eder Flores doing business as La Cachimba Promotions (Authorized Agent/Business Manager for La Cachimba, Los Chatos and Inspector)

Requesting under §36.02 if there is one firm, company, or individual capable of providing the service or commodity, and that service or commodity cannot be acquired from others, those services or commodities can be acquired without bidding. Since there is no requirement of bidding pursuant to this section, a waiver by Council when it approves such a purchase is not required. It is appropriate that there be a written explanation explaining why quotes were not obtained. Because this is a unique service, because if one wishes a concert performance from these particular performing artists, it is something that cannot be acquired from others, bidding would serve no purpose other than unnecessary time, expense, and effort on the part of city staff. This memo is offered as that explanation.

Louie Galaviz



Parks and Recreation Director

Eder Flores**INVOICE**

920 W L Moreno St.
 Callexico, CA 92231

INVOICE #1019
 DATE: 2/16/2019

TO:
 City of San Luis
 Parks & Recreation Department
 1015 N. Main Street
 San Luis, AZ 85349
 (928) 341-8535

MANAGER	P.O. NUMBER	REQUISITIONER	CONTACT PERSON	EVENT DATE	TERMS
Eder Flores	N/A	Parks & Recreation Dept.	Jesus Meza	July 04, 2019	Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Entertainment performance deposit requested for La Cachimba, Los	\$4,400.00	\$4,400.00
	Chatos and Inspector, professional entertainers participating in the 2019		
	Fourth of July Celebration on Thursday July 04, 2019 at the Joe Orduño		
	Park from 6:00 pm – 12:00 am. Deposit is requested to be made by		
	Thursday March 21, 2019 to secure booking of entertainment		
	Performances.		
1	Remaining balance due at the end entertainment performance	\$4,400.00	\$4,400.00
	on Thursday July 04, 2019.		

SUBTOTAL	\$8,800.00
SALES TAX	\$0.00
SHIPPING & HANDLING	n/a
TOTAL DUE	\$8,800.00

Make all checks payable to Eder Flores.

THANK YOU FOR YOUR BUSINESS!