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, October 9, 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, 9 de Octubre 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 qua sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos del Estado de Arizona A.R.S §1-602.A.9, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar el consentimiento ante el Estado o cualquiera de sus subdivisiones políticas para hacer una grabación de audio o video de su hijo menor de edad. Las juntas del Cabildo se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden dar el consentimiento por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con los Estatutos del Estado de Arizona A.R.S. §1-602.A.9.

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaria de la Ciudad

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
October 9, 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. **PRESENTATIONS**

4. A. Presentation of volunteer coaches of the recreational leagues and the 2019 Girls Softball All-Star Teams. **(Edgar Juarez, Recreation Coordinator, Parks & Recreation Department)**

4. B. Introduction of the City of San Luis new hires for the 3rd quarter from July through September 2019. **(Edgardo Carbajal, Human Resources Coordinator)**

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

5. A. **MINUTES OF**
- Regular Council meeting held September 11, 2019
- Special Council meeting held September 17, 2019

5. B. **DISBURSEMENTS FROM SEPTEMBER 14, 2019 THROUGH SEPTEMBER 27, 2019.**
Total Disbursements $689,188.83
(Six Hundred, Eighty-Nine Thousand, One Hundred Eighty-Eight Dollars and Eighty-Three Cents)

5. C. Discussion and possible action on any and all matters regarding a contract with James Davey and Associates, Inc. associated with construction administration and inspection services for Rancho Los Oros Improvements. **(Mary French-Jones, Grant Writer)**

5. D. Discussion and possible action on any and all matters regarding Order No. 2019-9. 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 the Impaired Driver/DUI Alcohol Enforcement and materials and supplies and STEP/Selective Traffic Enforcement Projects by approving Highway Safety Contracts 2020-AL-029 & 2020-PTS-054 between the City of San Luis, Arizona through the San Luis Police Department and the Governor's Office of Highway Safety. **(Richard Jessup, Chief of Police)**

5. E. Discussion and possible action on any and all matters regarding the authorization to purchase a new Ford F-150 XL truck for the Parks Department. **(Lizandro Galaviz, Director of Parks & Recreation)**

5. F. Discussion and possible action on any and all matters regarding the purchase of a new Dodge Power Wagon. **(Angel Ramirez, Fire Chief)**

5. G. Discussion and possible action on any and all matters regarding the San Luis Emergency Operations Plan. **(Angel Ramirez, Fire Chief)**

5. H. Discussion and possible action on any and all matters regarding the agreement with Greater Yuma Economic Development Corporation for Fiscal Year 2019-2020. **(Tadeo A. De La Hoya, City Manager and Jenny Torres, Economic Development Manager)**

5. I. Discussion and possible action on any and all matters regarding the contribution to the Greater Yuma Port Authority, Inc. for Fiscal Year 2019-2020. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

5. J. Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for Fiscal Year 2019-2020. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

5. K. Discussion and possible action on any and all matters regarding approval of a contract with Yuma County Arts and Cultural Group for the 2020 Annual Blazing Desert ComicCon event in San Luis, Arizona for Fiscal Year 2019-2020. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

5. L. Discussion and possible action on any and all matters regarding the agreement with the Humane Society of Yuma for Fiscal Year 2019-2020. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

5. M. Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for Fiscal Year 2019-2020. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

5. N. Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for Fiscal Year 2019-2020. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

5. O. Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry for Fiscal Year 2019-2020. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

5. P. Discussion and possible action on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2019-2020. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

6. SUMMARY OF CURRENT EVENTS

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

7. 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.

8. ADJOURNMENT

PRESENTATION

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

Meeting Date: 10/09/2019

Presentation Topic/Summary:

Presentation of volunteer coaches of the recreational leagues and the 2019 Girls Softball All-Star Teams. **(Edgar Juarez, Recreation Coordinator, Parks & Recreation Department)**

Attachments

Recreation & Softball All-Star Team Coaches

Volunteer Coaches

10U Softball

Ivan Juarez

Cesar Medina

Samuel Berumen

12U Softball

Erick Amaya

Manuel “Pirrin” Ponce

Heriberto Amaya

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/09/2019

Summary

Introduction of the City of San Luis new hires for the 3rd quarter from July through September 2019.
(Edgardo Carbajal, Human Resources Coordinator)

Attachments

3rd Quarter New Hires 2019

Employee New Hire Report

Hire Date Range 07/01/19 - 09/30/19

Employee Name	Date of Hire		Position
ACOSTA CHAVEZ, ANDREA	07/01/2019	PARKS & RECREATION	RECREATION INTERN
CAMPA HURTADO, OMAR A	07/01/2019	PARKS & RECREATION	RECREATION INTERN
RUVALCABA, MARIA J	07/01/2019	PARKS & RECREATION / SENIOR SERVICES	COOK
VALENZUELA HERNANDEZ, GABRIEL A	07/01/2019	PARKS & RECREATION	RECREATION INTERN
AGUILAR, YESENIA M	07/09/2019	POLICE DEPARTMENT	POLICE COMMUNICATIONS OFFICER
BADILLA, GERARDO A	07/29/2019	PUBLIC WORKS / WATER DIVISION	WATER SYSTEMS OPERATOR
FRENCH-JONES, MARY	07/29/2019	ECONOMIC DEVELOPMENT	GRANT WRITER
VIRAMONTES, SANTIAGO N	08/05/2019	FINANCE / BILLING & COLLECTIONS DIVISION	METER READER TECHNICIAN
BORQUEZ CORDOVA, JESUS A	08/15/2019	PARKS & RECREATION / PARKS GROUND DIVISION	MAINTENANCE TECHNICIAN
CORNEJO, LAURA T	08/15/2019	PARKS & RECREATION / FACILITIES DIVISION	CUSTODIAN
LOPEZ CASTRO, MIGUEL A	08/15/2019	PUBLIC WORKS / HIGHWAY USERS DIVISION	MAINTENANCE TECHNICIAN
RODRIGUEZ LOPEZ, ALEJANDRO	08/15/2019	PUBLIC WORKS / HIGHWAY USERS DIVISION	MAINTENANCE TECHNICIAN
RUIZ MONROY, GUSTAVO	08/15/2019	PUBLIC WORKS / HIGHWAY USERS DIVISION	MAINTENANCE TECHNICIAN
VALADEZ, ALVARO ALEXIS JR.	08/15/2019	PUBLIC WORKS / HIGHWAY USERS DIVISION	MAINTENANCE TECHNICIAN
TERAN VALENCIA, OMAR	08/19/2019	FIRE	FIRE FIGHTER
GARCIA CUEN, JOSE JESUS	08/20/2019	POLICE	TRANSIT ENFORCEMENT OFFICER
BARAJAS, DANIEL	09/09/2019	FINANCE / BILLING & COLLECTIONS DIVISION	METER READER TECHNICIAN
HERNANDEZ, RICHARD L	09/09/2019	POLICE	TRANSIT ENFORCEMENT OFFICER
HILPERT III, DAVID L	09/09/2019	FIRE	FIRE FIGHTER
OFALLA, CRISTIAN	09/09/2019	FIRE	FIRE FIGHTER
RIOS JR, ANTONIO	09/09/2019	FIRE	FIRE FIGHTER
URZUA, ALEJANDRO	09/09/2019	FIRE	FIRE FIGHTER
BEJARANO MILLAN, FRANCISCO J	09/12/2019	PUBLIC WORKS / FLEET SERVICES DIVISION	MAINTENANCE WORKER/PARTS RUNNER
BUCKINGHAM, CAROLINE VICTORIA	09/16/2019	FIRE	FIRE FIGHTER
BURRUEL, ANTHONY SAUL	09/16/2019	FIRE	FIRE FIGHTER
RODRIGUEZ, RAMIRO EDUARDO	09/19/2019	FIRE	FIRE FIGHTER

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/09/2019

Summary

MINUTES OF

- Regular Council meeting held September 11, 2019
- Special Council meeting held September 17, 2019

Attachments

9/11/2019 RCM

9/17/2019 SCM

M I N U T E S
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
September 11, 2019
7:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:08 p.m.

PRESENT:
Mayor Gerardo Sanchez
Vice Mayor Maria Cecilia Cruz
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
Derek Duenas, IT Manager
Edgar Carbajal, Acting HR Manager
Enrique Lopez, Fire Captain
Eulogio Vera, Director of Public Works
Francia Alonso, PIO/Assistant to Council
Jorge Mungaray, Senior IT Technician
Jorge Perez, Billing & Collections Manager
Marco Santana, Police Lieutenant
Monica Castro, Director of Finance
Ric Bauermann, Fire Inspector
Christian Cuevas, Simultaneous Interpreter
Diane Umpress, Amberly's Place Executive Director
Nieves Riedel, Developer
Nydia Mendenhall, Resident
Olivia Jenkins, Resident

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Gerardo Sanchez.

3. INVOCATION

No invocation was performed, in lieu, there was a moment of silence in remembrance of 9/11.

4. CONSENT AGENDA

4. A. MINUTES OF
Regular Council meeting held August 28, 2019

4. B. DISBURSEMENTS FROM AUGUST 17, 2019 THROUGH AUGUST 31, 2019
Total Disbursements $673,935.41
(Six Hundred Seventy-Three Thousand, Nine Hundred Thirty-Five Dollars and Forty-One Cents)

4.C. Discussion and possible action on any and all matters regarding approval to purchase computers and Microsoft Office licenses to replace outdated computer systems. **(Derek Dueñas, Information Technology Manager)**

4.D. Discussion and possible action on any and all matters regarding the purchase of a new ambulance. **(Angel Ramirez, Fire Chief)**

4.E. Discussion and possible action on any and all matters regarding authorization to purchase two (2) evidence drying cabinets for the San Luis Police department using Fiscal Year 2020 Capital Project Budgeted funds. **(Richard Jessup, Chief of Police)**

4.F. Discussion and possible action on any and all matters regarding authorization to purchase new tasers with associated warranty and replacement cartridges using Fiscal Year 2020 Capital Project Budgeted funds. **(Richard Jessup, Chief of Police)**

4.G. Discussion and possible action on any and all matters regarding Resolution No. 2090. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a Street Lighting Improvement District and declaring its intention to purchase electricity, and maintain poles, luminaries, and underground conduit, together with a charge for the use of lighting facilities, for lighting public streets within the area described as Santa Cecilia No. 3 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

4.H. Discussion and possible action on any and all matters regarding Resolution No. 2091. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to provide the Enhanced Municipal Services of operating and maintaining certain retention basins within the area described as Santa Cecilia No. 3 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

4.I. Discussion and possible action on any and all matters regarding Resolution No. 2092. A resolution of the Mayor and City Council of the City of San Luis, Arizona declaring its intention of operating, maintaining and repairing certain landscape improvements included within, near and adjacent to the retention and detention basins and parking and parkways and related facilities together with appurtenant structures within the area described as Santa Cecilia No. 3 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

4.J. Discussion and possible action on any and all matters regarding Resolution No. 2093. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the purchase of electricity and to order the maintenance of poles, luminaries and underground conduit incident to the installation of street lights for lighting public streets within the area described as Santa Cecilia No. 3 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

4.K. Discussion and possible action on any and all matters regarding Resolution No. 2094. A resolution of the Mayor and City Council of the City of San Luis Arizona, authorizing and directing the city engineer to order the operation and maintenance of certain retention basins for the area described as Santa Cecilia No. 3 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

4.L. Discussion and possible action on any and all matters regarding Resolution No. 2095. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and ordering the operation, maintenance and repair of certain landscape improvements included within, near and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures for the area described as Santa Cecilia No. 3 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

4.M. Discussion and possible action on any and all matters regarding Resolution No. 2096. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a Street Lighting Improvement District and declaring its intention to purchase electricity, and maintain poles, luminaries, and underground conduit, together with a charge for the use of lighting facilities, for lighting public streets within the area described as Belleza Del Desierto Phase 1 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

4.N. Discussion and possible action on any and all matters regarding Resolution No. 2097. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to provide the Enhanced Municipal Services of operating and maintaining certain retention basins within the area described as Belleza Del Desierto Phase 1 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

4.O. Discussion and possible action on any and all matters regarding Resolution No. 2098. A resolution of the Mayor and City Council of the City of San Luis, Arizona declaring its intention of operating, maintaining and repairing certain landscape improvements included within, near and adjacent to the retention and detention basins and parking and parkways and related facilities together with appurtenant structures within the area described as Belleza Del Desierto Phase 1 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

4.P. Discussion and possible action on any and all matters regarding Resolution No. 2099. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the purchase of electricity and to order the maintenance of poles, luminaries and underground conduit incident to the installation of street lights for lighting public streets within the area described as Belleza Del Desierto Phase 1 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

4.Q. Discussion and possible action on any and all matters regarding Resolution No. 2100. A resolution of the Mayor and City Council of the City of San Luis Arizona, authorizing and directing the city engineer to order the operation and maintenance of certain retention basins for the area described as Belleza Del Desierto Phase 1 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

4.R. Discussion and possible action on any and all matters regarding Resolution No. 2101. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and ordering the operation, maintenance and repair of certain landscape improvements included within, near and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures for the area described as Belleza Del Desierto Phase 1 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

Council Member Gloria Torres mentioned that last week at the work session, only the first four (4) items were discussed and asked why the other 12 items appear on the consent agenda. She believes items should be discussed before they are approved.

Mayor Gerardo Sanchez stated that the 12 items were not discussed in a work session.

Ms. Kay Macuil, City Attorney, explained that there was a plan to have one agenda item last week to explain that these resolutions would appear on the agenda. These are resolutions that the City Council has seen before in other subdivisions, they are resolutions to create improvement districts and the orders to implement them, therefore, the thought was that City Council has seen these before and it is routine, and routine items can go on the agenda. It does not allow the developer do construction, it is just to create the improvement districts; lighting, retention basins, parkways are the three (3).

There is no community facilities district for this development because that is already in a community facilities district; the East San Luis Community Facilities District.

Council Member Matias Rosales asked if it was just the creation of the districts and the approval of the development agreement for the subdivision.

Mayor Gerardo Sanchez clarified that there is a trend of passing items on the consent agenda, but City Council has always discussed the items before approving them and very few items have been approved this way. He wants to make sure the items are discussed even though they are routine items. He asked what stops staff from putting items on the agenda to be discussed. He recommended having a Special Council meeting at a later date to discuss and approve the items.

Council Member Gloria Torres asked if City Council can approve the four (4) items discussed at the work session last week and remove the other 12 items from the consent agenda for a future council meeting.

Council Member Matias Rosales asked if these districts are affected in regards to a timeline. Ms. Macuil responded no, they can be passed at any time.

MOTION: Council Member Jose Ponce/Council Member Gloria Torres to accept and approve items 4A-4F and remove the remaining items which will be discussed in a Special Council meeting next week. Motion passed unanimously.
The vote was as follows:

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

5. DISCUSSION AND POSSIBLE ACTION ITEM:

5. A. Discussion and possible action on any and all matters regarding Subdivision Case No. 2019-0271F. A request by Vega and Vega Engineering, PLC, on behalf of Sam Group Investment Company Limited Partnership, property owner, for the final plat approval for Belleza Del Desierto Phase 1 Subdivision. The property is located at the southeast corner of County 24th Street and 20th Avenue. **(Jose A. Guzman, Director of Planning and Zoning)**

A. Staff presentation

Ms. Kay Macuil, City Attorney, stated that shortly before the meeting tonight, an issue came up with the developer and staff would like to iron that out and since the consent agenda is going to be moved to a date next week…Tuesday does not work for the developer and Wednesday does not work for City Council as there will be a general plan meeting.

Mayor Gerardo Sanchez stated that the item will be continued to Tuesday, September 17 at 6:30 p.m.

Mr. Eddie Loo, Developer, addressed the Mayor and City Council, however his comments are inaudible since he did not want to get close to the microphone when asked.

Ms. Macuil transmitted for the record what Mr. Loo stated, which he would like staff to meet with him before the meeting on Tuesday and she added that they will arrange for that to happen.

B. Action on Subdivision Case No. 2019-0271F

MOTION: Mayor Gerardo Sanchez/Council Member Matias Rosales to continue the item to a special meeting to be held Tuesday, September 17 at 6:30 p.m. Motion passed unanimously.

The vote was as follows:

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

7. SUMMARY OF CURRENT EVENTS

Vice Mayor Maria Cecilia Cruz reported that on Friday, October 18 at 8:00 a.m., the 8th Annual Walk against domestic violence will take place at the first roundabout located on Urtuzuastegui Street and Main Street. There will be another event; 5K/3K Neon Run/Walk on October 26 and all proceeds will go to the safe house. She added that she attended the ground breaking ceremony for the Cocopah convenience store located at Hwy 95.

Mayor Gerardo Sanchez reported that 11 of the congressional district of Arizona have pledged their 100% support for the 100% funding for the improvements needed for the Port of Entry I. He thanked City Council and staff for attending the meeting for him and with him.

They have dedicated a lot time to the Arizona Delegation with Republicans and Democrats because both parties have to work together for this to be successful. Both senators have written support letters for this project as well. He also added that he has been meeting with the local postal office since he is concerned about the change of the zip code. He is concerned that the census now looks at the physical address and since the process is different, they will no longer knock on doors but will mail a letter. They will not look at the postal office (PO) boxes because a physical address must be used and based on the new zip code, 30,000 individuals will no longer live in the City of San Luis. This needs to get clarified very quickly and the person responsible for changing the zip code cannot be found. A complaint has been filed with the congressional delegation regarding this matter. The postal office claim they mailed letters notifying residents of the change, however he never got one, neither other residents he has spoken to. He has requested an explanation of the benefits in having the Gadsden zip code and added that local postal office employees are frustrated with the change as they did not make it, it came from above. San Luis is the second biggest community with PO boxes in the nation and yet the United Stated Postal Office never bothered to have forums for the community to inform them about the change. He will file a formal complaint with the United States Postal Office and will copy congress. Home delivery will be emphasized as it is greatly needed.

Council Member Gloria Torres reported that she will be attending the meeting for WACOG, she currently serves in three (3) different WACOG boards and will inquire if Council Member Jose Ponce can serve on one of the boards and if he will have to be appointed by the City Council.

Council Member Africa Luna-Carrasco thanked and honored the City of San Luis Law Enforcement Officers and Firefighters on this tragic day in history and for all they do for the city.

Mayor Gerardo Sanchez thanked all City of San Luis first responders for their hard work and dedication.

8. CALL TO THE PUBLIC

Ms. Olivia Jenkins, 3766 Jet Street, San Luis, AZ, on behalf of Riedel Construction, asked on the consent agenda items, if they were taken off the consent agenda for a future meeting and that it is because the districts being recommended are not good. If staff prepares the districts and if this is normal for any development.

Mayor Gerardo Sanchez replied that the items were never discussed and need clarification, if the Council Members have questions they have a right to question and those items will be discussed on September 17, 2019.

Ms. Elizabeth Carpenter expressed some concerns she has and added that their project has been delayed for almost two (2) months because there has not been enough staff to do what needs to be done and are not being notified to inform them of what the city wants them to agree to in a timely fashion. Neither Kay nor Eulogio had enough help and when the Director of Planning & Zoning was out on FMLA, it stopped and because there was no one to fill in the space it cost them a two (2) month delay, that is a lot of money. The city does not even have an HR person, so none of these positions can be filled; it is critical. If they were to bring a project to the City of San Luis, after the city promising them they will fast track it, it would not get done and lose them. It is difficult to talk to companies that entertain to come to this community when the city would not fast track it. This is something the City Council should address, personnel is needed to do the job and help the directors. She is not confident in the city's ability to do business.

Council Member Gloria Torres apologized for the delay and stated that the items on the consent agenda had not been seen before, this was the first time the City Council knew about them.

Ms. Carpenter expressed that she was not talking just about tonight, but they were supposed to be on the agenda of July 24th and have their subdivision approved. They were told that if the plans were submitted on July 10th that they would be on the agenda for July 24. This is after it has been through the Planning & Zoning Commission and when she was informed that they were not on the agenda for July 24th, that is when she began to find out that the Director of Planning & Zoning was out on medical leave. There was somebody that was going to take his place but he was already doing another job. The city is fortunate that developers have been able to deal with it but they should not deal with it and they cannot bring manufacturing and projects to this town if she knows that this is the way the process is going to be.

Ms. Nieves Riedel, 1649 N. 9th Avenue, San Luis, AZ, stated she supports Ms. Carpenter, city staff needs help and her consolation is that she is not the only one adding that she has never complained. However, more and more people are noticing the way the city is being ran and it does not look good for no one, the city needs to run more efficiently. She also stated that she understands Council Member Torres that if an item is not presented before the City Council, it should not be approved.

Ms. Diane Umphress, Amberly's Place, thanked the City of San Luis because at the League of Cities and Towns she was asked if she would give a presentation before two of the judges on domestic violence and how it impacts the community. It was amazing as the sessions were full, there were 31 individual present; she is thankful for the City Manager and Vice Mayor. She mentioned at the presentation how supportive the City of San Luis, its Mayor and City Council have been. The City of San Luis is setting a land mark and hopefully other communities in Arizona will do what this city is doing. In November, Amberly's Place will celebrate its 20th Anniversary and cordially invited the Mayor and City Council to attend this celebration. She provided a brief summary of the key note speaker of Mr. Ed Smart father of Ms. Elizabeth Smart. This celebration will take place November 2 at 6:00 p.m. at the Quarter Master.

9. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to adjourn the Regular Council meeting at approximately 7:45 p.m. Motion passed unanimously.

The vote was as follows:

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

APPROVED:

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING FO THE CITY COUNCIL, SAN LUIS, ARIZONA HELD ON SEPTEMBER 11, 2019. I FURTHER CERTIFY THAT THE MEETING WAS DULLY CALLED AND HELD AND THAT A QUORUM WAS PRESENT.

_____
Sonia Cornelio, City Clerk

M I N U T E S
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
September 17, 2019
6:30 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 6:34 p.m.

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

ABSENT: Council Member Matias Rosales

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Jose L. Cisneros, Acting City Clerk
Kay Marion Macuil, City Attorney
Carlos Cortes, Assistant Director of Finance
Edgar Carbajal, Acting Human Resources Manager
Enrique Lopez, Assistant Fire Chief
Eulogio Vera, Director of Public Works
Francia Alonso, PIO/Assistant to Council
Jonathan Dumadag, Senior IT Technician
Jorge Perez, Billing & Collections Manager
Jose A. Guzman, Director of Planning & Zoning
Lizandro Galaviz, Director of Parks & Recreation
Marco Santana, Police Lieutenant
Monica Castro, Director of Finance
Richard Jessup, Chief of Police
Ric Bauermann, Fire Inspector
Christian Cuevas, Simultaneous Interpreter
Eddie Loo, Developer
Elizabeth Carpenter, Developer
Joe Harper, Resident
Mario Buchanan Sr, Resident
Mark Concha, Resident
Najeh Edais, Engineer (Riedel Construction)
Nieves Riedel, Developer
Olivia Jenkins, Resident

2. PLEDGE OF ALLEGIANCE

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

3. DISCUSSION AND POSSIBLE ACTION ITEMS:

3. A. Discussion and possible action on any and all matters regarding Resolution No. 2090. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a Street Lighting Improvement District and declaring its intention to purchase electricity, and maintain poles, luminaries, and underground conduit, together with a charge for the use of lighting facilities, for lighting public streets within the area described as Santa Cecilia No. 3 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, explained the City of San Luis Subdivision Regulations requires that an Improvement district is formed for any new subdivision, therefore, there are three (3) Improvement Districts that need to be created. This resolution will be creating the street lighting improvement district.

MOTION: Vice Mayor Maria Cecilia Cruz/Council Member Jose Ponce move to approve and adopt Resolution No. 2090.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

3. B. Discussion and possible action on any and all matters regarding Resolution No. 2091. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to provide the Enhanced Municipal Services of operating and maintaining certain retention basins within the area described as Santa Cecilia No. 3 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, explained this resolution is to create the second improvement district for Santa Cecilia No. 3, which is the enhanced municipal district that takes care of the maintenance of the retention basin.

Mayor Gerardo Sanchez wanted to clarify that these are improvements that occur within subdivisions and wants future residents to know that these are part of the improvement districts: it is an assessment that is done and it is added to their Yuma County Property Taxes.

Mr. Guzman replied that that is why this improvement districts are created.

MOTION: Council Member Jose Ponce/Council Member Mario Buchanan Jr. move to approve and adopt Resolution No. 2091.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

3. C. Discussion and possible action on any and all matters regarding Resolution No. 2092. A resolution of the Mayor and City Council of the City of San Luis, Arizona declaring its intention of operating, maintaining and repairing certain landscape improvements included within, near and adjacent to the retention and detention basins and parking and parkways and related facilities together with appurtenant structures within the area described as Santa Cecilia No. 3 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, informed that this resolution is for the third improvement district, maintenance of the landscape within the retention basin.

MOTION: Council Member Gloria Torres/Council Member Africa Luna-Carrasco move to approve and adopt Resolution No. 2092.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

3. D. Discussion and possible action on any and all matters regarding Resolution No. 2093. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the purchase of electricity and to order the maintenance of poles, luminaries and underground conduit incident to the installation of street lights for lighting public streets within the area described as Santa Cecilia No. 3 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, explained that this resolution begins the approval process for the improvement districts; first a resolution to create an improvement district has to be done, then another resolution to activate the improvement district.

MOTION: Council Member Africa Luna-Carrasco/Council Member Gloria Torres move to approve and adopt Resolution No. 2093.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

3. E. Discussion and possible action on any and all matters regarding Resolution No. 2094. A resolution of the Mayor and City Council of the City of San Luis Arizona, authorizing and directing the city engineer to order the operation and maintenance of certain retention basins for the area described as Santa Cecilia No. 3 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, explained that this resolution is for the purpose to activate the enhanced municipal services improvement district for the maintenance of the retention basin.

MOTION: Council Member Mario Buchanan Jr./Council Member Jose Ponce move to approve and adopt Resolution No. 2094.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye

Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

3. F. Discussion and possible action on any and all matters regarding Resolution No. 2095. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and ordering the operation, maintenance and repair of certain landscape improvements included within, near and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures for the area described as Santa Cecilia No. 3 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, explained this resolution activates the improvement district for the landscaping.

MOTION: Council Member Gloria Torres/Council Member Africa Luna-Carrasco move to approve and adopt Resolution No. 2095.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

3. G. Discussion and possible action on any and all matters regarding Resolution No. 2096. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a Street Lighting Improvement District and declaring its intention to purchase electricity, and maintain poles, luminaries, and underground conduit, together with a charge for the use of lighting facilities, for lighting public streets within the area described as Belleza Del Desierto Phase 1 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, explained this resolution is to create an improvement district for street lighting.

MOTION: Vice Mayor Maria Cecilia Cruz/Council Member Gloria Torres move to approve and adopt Resolution No. 2096.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

3. H. Discussion and possible action on any and all matters regarding Resolution No. 2097. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to provide the Enhanced Municipal Services of operating and maintaining certain retention basins within the area described as Belleza Del Desierto Phase 1 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, explained that this resolution creates the improvement district for the Enhanced Municipal District for the retention basin maintenance.

MOTION: Council Member Gloria Torres/Council Member Jose Ponce move to approve and adopt Resolution No. 2097.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

3. I. Discussion and possible action on any and all matters regarding Resolution No. 2098. A resolution of the Mayor and City Council of the City of San Luis, Arizona declaring its intention of operating, maintaining and repairing certain landscape improvements included within, near and adjacent to the retention and detention basins and parking and parkways and related facilities together with appurtenant structures within the area described as Belleza Del Desierto Phase 1 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, explained that this resolution is to create the landscaping improvement district for Belleza Del Desierto.

MOTION: Council Member Jose Ponce/Council Member Africa Luna-Carrasco move to approve and adopt Resolution No. 2098.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

3. J. Discussion and possible action on any and all matters regarding Resolution No. 2099. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the purchase of electricity and to order the maintenance of poles, luminaries and underground conduit incident to the installation of street lights for lighting public streets within the area described as Belleza Del Desierto Phase 1 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, explained that this resolution activates the street lighting improvement district for Belleza Del Desierto.

MOTION: Vice Mayor Maria Cecilia Cruz/Council Member Gloria Torres move to approve and adopt Resolution No. 2099.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

3. K. Discussion and possible action on any and all matters regarding Resolution No. 2100. A resolution of the Mayor and City Council of the City of San Luis Arizona, authorizing and directing the city engineer to order the operation and maintenance of certain retention basins for the area described as Belleza Del Desierto Phase 1 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, explained this resolution activates the Enhanced Municipal District for the maintenance of retention Basins for Belleza Del Desierto.

MOTION: Council Member Gloria Torres/Council Member Mario Buchanan Jr. move to approve and adopt Resolution No. 2100.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

3. L. Discussion and possible action on any and all matters regarding Resolution No. 2101. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and ordering the operation, maintenance and repair of certain landscape improvements included within, near and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures for the area described as Belleza Del Desierto Phase 1 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, explained this resolution activates the landscaping improvement district for Belleza Del Desierto.

MOTION: Vice Mayor Maria Cecilia Cruz/Council Member Gloria Torres move to approve and adopt Resolution No. 2101.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

3. M. Discussion and possible action on any and all matters regarding Subdivision Case No. 2019-0271F. A request by Vega and Vega Engineering, PLC, on behalf of Sam Group Investment Company Limited Partnership, property owner, for the final plat approval for Belleza Del Desierto Phase 1 Subdivision. The property is located at the southeast corner of County 24th Street and 20th Avenue. (Jose A. Guzman, Director of Planning and Zoning)

A. Staff presentation

Mr. Jose A. Guzman, Director of Planning & Zoning, explained that this is a request by Vega and Vega Engineering for the final plat approval for Belleza Del Desierto Subdivision, located in the southeast corner of County 24th Street and 20th Avenue.

The subdivision will consist of approximately 19 acres and is proposed to be divided into 90 lots and one tract for storm water retention. The minimum lot sizes will 6,000 square feet. Besides on what was presented to the Planning & Zoning Commission during the special meeting held on June 18, recommended approval of the request with the condition that the applicant had to address all comments pending before scheduling this item to be presented to City Council. Staff received resubmittal and sent out a comments letter to the applicant on July 26, 2019. The applicant submitted revised plans on September 4, 2019, and are under review by staff. Staff is recommending approval of the final plat with the following conditions:

1. The applicant must address review comments letter dated July 26, 2019 and the minor comments on the September 5, 2019 resubmittal before the recordation of the plat.
2. If the applicant does not construct the improvements adjacent to the subdivision on County 24th Street within six months of the approval of the this final plat, then the applicant shall participate in any pay-back agreement for its construction or post assurances whichever comes first.
3. The applicant must coordinate the pavement marking and striping of County 24th Street with other developers along said street
4. The applicant shall participate in contributing to the city $260.00 per acre of proposed land to be developed. Such funds will be used for the installation of a traffic signal on Avenue E and County 24th Street. The City will initiate a regional/circulation study in East San Luis within the next 12 months to establish the need for the traffic signals on Avenue F and E along County 24th Street. The development study will provide an estimated time as to when the traffic signals will need to be installed.

Mr. Guzman stated that Mr. Eulgio Vera will explain more on condition number four.

Mr. Eulogio Vera, Director of Public Works, explained that on 640 Acres, which surround the intersection of Avenue E and County 24th Street. The $260.00 per acre contribution will be mainly to assist the city with funds to install a signal when its needed. At the moment, traffic is not a concern, but they know one will be needed in the future. A regional traffic study will be conducted for that area to understand the needs and depending on the rate of development, the study will provide a time frame to indicate when the signal should be put in place. He thinks this is the best the city can do as far as to trying to come up with a date as far as when the improvements will be in place. He asked council if they had any questions.

Mayor Gerardo Sanchez asked if the developer had agreed to these recommendations.

Mr. Vera explained that developers are present if council has any questions or comments.

Elizabeth Carpenter, Sam Group Investments, explained that they do agree with all of the conditions that have been presented to them. She thanked Mayor, Council and city staff for their efforts that they put to working with them, getting everything done, and everything they had to do to get this done. She is glad they were able to work through it together. They were able to compromise in the end and were able to accomplish it.

B. Action on Subdivision Case No. 2019-0271F

MOTION: Council Member Gloria Torres/Council Member Africa Luna-Carrasco move to approve Subdivision Case No. 2019-0271F with conditions as presented by staff.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

4**. ADJOURNMENT**

MOTION: Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to adjourn the Special Council meeting at approximately 6:53 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

APPROVED:

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE SPECIAL CITY COUNCIL MEETING FOR THE CITY COUNCIL, SAN LUIS, ARIZONA HELD ON SEPTEMBER 17, 2019. I FURTHER CERTIFY THAT THE MEETING WAS DULLY CALLED AND HELD AND THAT A QUORUM WAS PRESENT.

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/09/2019

Summary

DISBURSEMENTS FROM SEPTEMBER 14, 2019 THROUGH SEPTEMBER 27, 2019.
Total Disbursements $689,188.83
(Six Hundred, Eighty-Nine Thousand, One Hundred Eighty-Eight Dollars and Eighty-Three Cents)

Attachments

Disbursements

City of San Luis
Finance Department

COUNCIL MEETING OCTOBER 9, 2019
Disbursement Reports from 9/14/2019 to 9/27/2019

Bank Accounts	Check Date	Amount	Schedule
Payroll Check Account	9/18/2019	$ 321,785.94	Schedule A
Accounts Payable Check Account	9/19/2019	$ 159,669.64	Schedule B
Accounts Payable Check Account	9/26/2019	$ 207,733.25	Schedule C

Total Disbursements: $ 689,188.83

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 OCT -1 A 10:17
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

P.O. Box 7740 • 1090 East Union Street • San Luis, AZ 85349 • Ph (928) 341-8520 • Fax (928) 341-8549

Schedule A

Pay Day Register

Pay Date Range 08/31/19 - 09/13/19

Pay Batch 201919

PSPRS FIRE DISABILITY RATE	24.33	1,610.94
PSPRS POLICE DB RATE - TIER	3,672.79	48,010.42
PSPRS POLICE DB RATE - TIER	3,392.78	29,122.65
PSPRS POLICE DB RATE - TIER 2	1,146.24	9,838.87
PSPRS POLICE DB RATE - TIER 3	1,840.22	18,513.30
STANDARD LIFE ADDTNL	938.33	.00
TRANSWESTERN MEXICAN	96.50	.00
U.S. MEX DENTAL - EE &	655.96	.00
U.S. MEX DENTAL - EE &	63.48	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	581.24	.00
US & MEX HEALTH = C	6,291.60	.00
US & MEX HEALTH = FAMILY	4,812.15	.00
US & MEX HEALTH = SP	749.00	.00
VSP - VISION FAMILY	634.28	.00
Net	$321,785.94 ✓	

Workers' Comp		Gross Base
ANIMAL CONTROL OFFICERS	69.43	3,085.61
ATTORNEY- ALL & CLERICAL-	69.22	31,468.64
AUTO SERVICE/ REPAIR	194.75	6,980.28
BUILDING- NOC OPER BY	1,113.01	30,746.32
BUS COMPANY AND DRIVERS	152.89	2,769.68
CLERICAL OFFICE/ LIBRARY/	249.13	103,796.50
Electrician	60.68	1,932.40
FIREFIGHTERS & DRIVERS	2,809.84	79,824.87
GARBAGE/ ASH/ REFUSE	281.48	4,503.60
MUNICIPAL/ TOWN/	82.68	4,724.42
PARKS- NOC ALL EMPLOYEES	582.44	18,788.05
POLICE OFFICERS	4,894.67	111,749.54
RECREATION- ALL EMPLOYEES/	175.12	12,782.93
SEWAGE DISPOSAL/ PLANT	692.72	20,137.83
Street or Road Construction	1,732.43	21,574.63
WATERWORKS OPERATIONS	675.16	19,456.46
Total	$13,835.65	

Direct Deposits	Amount
1st Bank Yuma	24,187.98
ACADEMY BANK	2,279.86
Bank of America	1,585.09
BANKCORP BANK	250.00
BBVA COMPASS	915.55
Charles Sch	200.00
Chase Bank	140,006.23
CHASE BANK CA	2,447.31
CHASE BANK MORGAN	976.01
chase centro	1,047.93
Federal Credit Union	37,755.30
FF CREDIT UNION	300.00
FIREFIGHTER FIRST CREDIT UNION	2,760.03
GREEN DOT BANK	1,189.16
National Bank	500.00
Navy Federal	15,220.36
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	1,075.87
Sunbank	1,889.21
USAA FEDERAL SAVING	1,094.04
WASHINGTON FEDERAL	1,161.86
Wells Fargo	56,078.32

Pay Day Register

Pay Date Range 08/31/19 - 09/13/19

Pay Batch 201919

WELLS FARGO ARKANSAS	2,038.81
Total	$295,078.92
Check	$26,707.02

Prepared by:
Debora Luna

Date:

Approved by:

Schedule B

City of San Luis

Payment Register

From Payment Date: 9/16/2019 - To Payment Date: 9/19/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	$0.00		$0.00	
					Voided	0	$0.00		$0.00	
					Stopped	0	$0.00		$0.00	
					Total	113	$159,669.64		$0.00	

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	113	$159,669.64	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	113	$159,669.64	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**113**	**$159,669.64**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**113**	**$159,669.64**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**113**	**$159,669.64**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**113**	**$159,669.64**	**$0.00**

Prepared By: Maggie Dominguez
Date: Maggie D. 9/19/19

City of San Luis

Payment Register

From Payment Date: 9/16/2019 - To Payment Date: 9/19/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
91164	09/19/2019	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	$92.30		
91165	09/19/2019	Open			Accounts Payable	CHARGO PA, GURSTEL	$26.95		
91166	09/19/2019	Open			Accounts Payable	FOP/ALC	$345.00		
91167	09/19/2019	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$405.00		
91168	09/19/2019	Open			Accounts Payable	STANDARD INSURANCE CO.	$8,263.83		
91169	09/19/2019	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$4,317.02		
91170	09/19/2019	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
91171	09/19/2019	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$75.50		
91172	09/19/2019	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$775.00		
91173	09/19/2019	Open			Accounts Payable	AZUL CAFE	$140.60		
91174	09/19/2019	Open			Accounts Payable	CARDENAS, JUAN, A	$108.00		
91175	09/19/2019	Open			Accounts Payable	CELAYA, PAOLA	$192.00		
91176	09/19/2019	Open			Accounts Payable	ESPINOZA, JAVIER, A	$180.00		
91177	09/19/2019	Open			Accounts Payable	FRANCO, GLENDA, K	$500.00		
91178	09/19/2019	Open			Accounts Payable	FRANCO, MARTIN, A	$152.00		
91179	09/19/2019	Open			Accounts Payable	GARCIA, OSCAR, EDUARDO	$72.00		
91180	09/19/2019	Open			Accounts Payable	LEON, ANDREA	$105.00		
91181	09/19/2019	Open			Accounts Payable	LOPEZ CAMARGO, FABIOLA	$3,100.00		
91182	09/19/2019	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	$2,700.00		
91183	09/19/2019	Open			Accounts Payable	MEDINA, JOSE	$150.00		
91184	09/19/2019	Open			Accounts Payable	PATIO SUSHI & MORE	$1,750.00		
91185	09/19/2019	Open			Accounts Payable	PETTY CASH/RECREATION	$200.00		
91186	09/19/2019	Open			Accounts Payable	RAMIREZ, TERESITA, D	$216.00		
91187	09/19/2019	Open			Accounts Payable	RAMIREZ MUNGUIA, ARTURO, I	$170.00		
91188	09/19/2019	Open			Accounts Payable	RODRIGUEZ, DANIEL	$1,300.00		
91189	09/19/2019	Open			Accounts Payable	4 IMPRINT	$163.37		
91190	09/19/2019	Open			Accounts Payable	AIRGAS-WEST	$1,415.37		
91191	09/19/2019	Open			Accounts Payable	ALDAMA, EMMANUEL	$268.00		
91192	09/19/2019	Open			Accounts Payable	ALSCO, INC	$111.17		
91193	09/19/2019	Open			Accounts Payable	ALVAREZ, MIGUEL	$91.00		
91194	09/19/2019	Open			Accounts Payable	AMERICAN PLANNING ASSOCIATION	$250.00		
91195	09/19/2019	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$150.00		
91196	09/19/2019	Open			Accounts Payable	ARCTIC GLACIER USA INC	$113.52		
91197	09/19/2019	Open			Accounts Payable	ARIZONA STATE TREASURER	$22,743.36		
91198	09/19/2019	Open			Accounts Payable	ARIZONA SUPREME COURT	$9,000.00		
91199	09/19/2019	Open			Accounts Payable	ARTCRAFT & FOREMOST, INC.	$248.15		
91200	09/19/2019	Open			Accounts Payable	AUTOZONE STORES, INC	$264.38		
91201	09/19/2019	Open			Accounts Payable	AVALOS, JOSE	$50.00		
91202	09/19/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$89.00		

City of San Luis

Payment Register

From Payment Date: 9/16/2019 - To Payment Date: 9/19/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
91203	09/19/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$273.00		
91204	09/19/2019	Open			Accounts Payable	BEZARES, HECTOR, P	$20.00		
91205	09/19/2019	Open			Accounts Payable	BINGHAM EQUIPMENT CO	$559.38		
91206	09/19/2019	Open			Accounts Payable	BIOLOGICAL SOLUTIONS LLC	$1,699.60		
91207	09/19/2019	Open			Accounts Payable	BLT ASPHALT LLC	$554.90		
91208	09/19/2019	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	$454.60		
91209	09/19/2019	Open			Accounts Payable	BSN SPORTS	$4,892.42		
91210	09/19/2019	Open			Accounts Payable	BUSTAMANTE, MARIA	$580.87		
91211	09/19/2019	Open			Accounts Payable	CASTRO, MARTHA, S	$45.10		
91212	09/19/2019	Open			Accounts Payable	CDWG	$611.66		
91213	09/19/2019	Open			Accounts Payable	CENTURYLINK	$3,990.65		
91214	09/19/2019	Open			Accounts Payable	CHACON, MARICELA	$500.00		
91215	09/19/2019	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	$542.50		
91216	09/19/2019	Open			Accounts Payable	CORNEJO, LAURA	$48.77		
91217	09/19/2019	Open			Accounts Payable	CSC OF YUMA	$68.17		
91218	09/19/2019	Open			Accounts Payable	CUEVAS, CHRISTIAN	$206.35		
91219	09/19/2019	Open			Accounts Payable	CURIEL, RAMSES	$150.00		
91220	09/19/2019	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$315.00		
91221	09/19/2019	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	$1,153.68		
91222	09/19/2019	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	$738.95		
91223	09/19/2019	Open			Accounts Payable	DESERT WATER	$8.30		
91224	09/19/2019	Open			Accounts Payable	DUENAS, DEREK	$91.00		
91225	09/19/2019	Open			Accounts Payable	FRED PRYOR SEMINARS	$398.00		
91226	09/19/2019	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	$1,807.02		
91227	09/19/2019	Open			Accounts Payable	GONZALEZ, JAVIER	$80.00		
91228	09/19/2019	Open			Accounts Payable	GONZALEZ, MARIA	$35.00		
91229	09/19/2019	Open			Accounts Payable	GUEVARA, ALAN	$150.00		
91230	09/19/2019	Open			Accounts Payable	GUST ROSENFELD P.L.C.	$692.25		
91231	09/19/2019	Open			Accounts Payable	GUTIERREZ, GUADALUPE	$76.00		
91232	09/19/2019	Open			Accounts Payable	GUTIERREZ, JUAN, F	$2,450.00		
91233	09/19/2019	Open			Accounts Payable	GUZMAN, JOSE , A	$700.00		
91234	09/19/2019	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$749.34		
91235	09/19/2019	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	$388.00		
91236	09/19/2019	Open			Accounts Payable	IPS GROUP INC	$519.84		
91237	09/19/2019	Open			Accounts Payable	IRON MOUNTAIN INC	$54.06		
91238	09/19/2019	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	$1,895.00		
91239	09/19/2019	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	$128.15		
91240	09/19/2019	Open			Accounts Payable	LIFELOC TECHNOLOGIES, INC	$186.00		
91241	09/19/2019	Open			Accounts Payable	MOTION INDUSTRIES, INC.	$180.22		
91242	09/19/2019	Open			Accounts Payable	MUNOZ, MARIA	$226.00		
91243	09/19/2019	Open			Accounts Payable	N F P A INTERNATIONAL	$1,575.00		
91244	09/19/2019	Open			Accounts Payable	NAPA AUTO PARTS	$63.40		
91245	09/19/2019	Open			Accounts Payable	ON TRACK OVERHEAD DOORS	$375.00		
91246	09/19/2019	Open			Accounts Payable	POLAR ICE LLC	$316.08		
91247	09/19/2019	Open			Accounts Payable	PONCE, VICTOR	$50.00		

City of San Luis

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
91248	09/19/2019	Open			Accounts Payable	PRO MUSIC GROUP, LLC	$1,366.83		
91249	09/19/2019	Open			Accounts Payable	PURCELL TIRE CO.	$1,496.75		
91250	09/19/2019	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$4,562.00		
91251	09/19/2019	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	$22,341.51		
91252	09/19/2019	Open			Accounts Payable	SAUCEDA, JOEL	$102.44		
91253	09/19/2019	Open			Accounts Payable	SERBALIK PLC, STEVEN, J	$5,000.00		
91254	09/19/2019	Open			Accounts Payable	SMITH, RALPH E. SR.	$560.00		
91255	09/19/2019	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	$1,475.00		
91256	09/19/2019	Open			Accounts Payable	SPECTRUM BUSINESS	$4,666.75		
91257	09/19/2019	Open			Accounts Payable	STEVENSON, MICHAEL	$167.00		
91258	09/19/2019	Open			Accounts Payable	THE ROACH PEST CONTROL	$50.00		
91259	09/19/2019	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$998.59		
91260	09/19/2019	Open			Accounts Payable	TORRES, ALEJANDRA , S	$240.48		
91261	09/19/2019	Open			Accounts Payable	TORRES, MARY, L	$2,500.00		
91262	09/19/2019	Open			Accounts Payable	TOSHIBA FINANCIAL SERVICES	$780.83		
91263	09/19/2019	Open			Accounts Payable	ULINE, INC.	$326.83		
91264	09/19/2019	Open			Accounts Payable	US BANK EQUIPMENT FINANCE	$2,988.17		
91265	09/19/2019	Open			Accounts Payable	USA BLUE BOOK	$941.10		
91266	09/19/2019	Open			Accounts Payable	VALLE, GILBERT, PERPULY	$50.00		
91267	09/19/2019	Open			Accounts Payable	VALTIERRA CASTRO, EZEQUIEL	$500.00		
91268	09/19/2019	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	$8,380.59		
91269	09/19/2019	Open			Accounts Payable	WILLIAMS, GLORIA	$20.00		
91270	09/19/2019	Open			Accounts Payable	YUMA COUNTY ADULT DETENTION CENTER	$25.00		
91271	09/19/2019	Open			Accounts Payable	YUMA COUNTY TREASURER	$167.61		
91272	09/19/2019	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	$526.06		
91273	09/19/2019	Open			Accounts Payable	YUMA NURSERY SUPPLY	$4,989.12		
91274	09/19/2019	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	$1,688.26		
91275	09/19/2019	Open			Accounts Payable	YUMA SUN INC	$477.75		
91276	09/19/2019	Open			Accounts Payable	YUMA WINLECTRIC CO.	$1,374.19		
Type Check Totals:					113 Transactions		$159,669.64		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	113	$159,669.64	$0.00

Schedule C

City of San Luis

Payment Register

From Payment Date: 9/23/2019 - To Payment Date: 9/26/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
91362	09/26/2019	Open			Accounts Payable	US POST MASTER	$2,733.06		
91363	09/26/2019	Open			Accounts Payable	USA BLUE BOOK	$116.44		
91364	09/26/2019	Open			Accounts Payable	VAPEX ENVIRONMENTAL TECHNOLOGIES, LLC	$834.55		
91365	09/26/2019	Open			Accounts Payable	WAGGIN WEST KENNELS AND GROOMING CENTER	$213.30		
91366	09/26/2019	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$2,361.18		
91367	09/26/2019	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	$167.79		
91368	09/26/2019	Open			Accounts Payable	YUMA NURSERY SUPPLY	$1,053.43		
91369	09/26/2019	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	$60.84		
91370	09/26/2019	Open			Accounts Payable	YUMA WINNELSON CO.	$1,897.50		
91371	09/26/2019	Open			Accounts Payable	PURCHASE POWER	$1,341.98		
Type Check Totals:					95 Transactions		$207,733.25		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	$207,697.23	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$36.02	$0.00
	Stopped	0	$0.00	$0.00
	Total	95	$207,733.25	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	$207,697.23	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$36.02	$0.00
	Stopped	0	$0.00	$0.00
	Total	95	$207,733.25	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**94**	**$207,697.23**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$36.02**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**95**	**$207,733.25**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**94**	**$207,697.23**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$36.02**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**95**	**$207,733.25**	**$0.00**

Prepared By: Maggie Dominguez
Date: 9/26/19

CC

City of San Luis

Payment Register

From Payment Date: 9/23/2019 - To Payment Date: 9/26/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
91277	09/24/2019	Open			Accounts Payable	ALSCO, INC	$2,284.28		
91278	09/24/2019	Open			Accounts Payable	O'REILLY AUTO PARTS	$1,677.79		
91279	09/24/2019	Open			Accounts Payable	OFFICE DEPOT	$12,186.13		
91280	09/25/2019	Open			Accounts Payable	DOI/BLM	$820.86		
91281	09/25/2019	Open			Utility Management Refund	BAUMGROTZ, ISELA	$143.94		
91282	09/25/2019	Open			Utility Management Refund	CASTANEDA, JOANN	$201.89		
91283	09/25/2019	Open			Utility Management Refund	RAMIREZ, MARTHA, M	$55.04		
91284	09/25/2019	Open			Utility Management Refund	RODRIGUEZ, CONSUELO	$197.49		
91285	09/25/2019	Open			Utility Management Refund	TEE PEE CONTRACTORS INC	$1,354.78		
91286	09/25/2019	Open			Utility Management Refund	URBALEJO, DAVID	$0.07		
91287	09/25/2019	Open			Utility Management Refund	ZEPEDA PEREA, DANIEL	$20.24		
91288	09/26/2019	Open			Accounts Payable	ALDAMA, EMMANUEL	$268.00		
91289	09/26/2019	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	$65.00		
91290	09/26/2019	Open			Accounts Payable	BEJARANO, FRANCISCO	$135.50		
91291	09/26/2019	Open			Accounts Payable	BOTELLO, EMMANUEL	$150.00		
91292	09/26/2019	Open			Accounts Payable	CASTRO, EDGARD	$125.00		
91293	09/26/2019	Open			Accounts Payable	CHAVEZ, NOEL	$25.00		
91294	09/26/2019	Open			Accounts Payable	CUEVAS, CHRISTIAN	$125.00		
91295	09/26/2019	Open			Accounts Payable	DUENAS, DEREK	$167.97		
91296	09/26/2019	Open			Accounts Payable	ELIZARRARAS, MARIO	$25.00		
91297	09/26/2019	Open			Accounts Payable	GARCIA, JESUS	$100.00		
91298	09/26/2019	Open			Accounts Payable	GOMEZ, MARCO	$25.00		
91299	09/26/2019	Open			Accounts Payable	JET RENT	$4,285.60		
91300	09/26/2019	Open			Accounts Payable	LOPEZ, ENRIQUE	$76.00		
91301	09/26/2019	Open			Accounts Payable	VALENZUELA, JAIME	$91.00		
91302	09/26/2019	Open			Accounts Payable	ALSCO, INC	$89.30		
91303	09/26/2019	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$375.00		
91304	09/26/2019	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	$20,674.44		
91305	09/26/2019	Open			Accounts Payable	APS	$11,556.01		
91306	09/26/2019	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	$1,003.20		
91307	09/26/2019	Open			Accounts Payable	AUTOZONE STORES, INC	$46.49		
91308	09/26/2019	Open			Accounts Payable	BENEFIT ADMIN SERVICES INT'L CORP	$280.00		
91309	09/26/2019	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	$2,276.68		
91310	09/26/2019	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$493.95		
91311	09/26/2019	Open			Accounts Payable	CAMPESINOS SIN FRONTERAS	$500.00		
91312	09/26/2019	Open			Accounts Payable	CDWG	$1,664.54		
91313	09/26/2019	Open			Accounts Payable	CORONADO, JAVIER	$30.00		
91314	09/26/2019	Open			Accounts Payable	DANA-KEPNER COMPANY INC.	$18,859.96		

City of San Luis

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
91315	09/26/2019	Open			Accounts Payable	DESERT VETERINARY CLINIC PLC	$162.49		
91316	09/26/2019	Open			Accounts Payable	DESERT WATER	$297.74		
91317	09/26/2019	Open			Accounts Payable	DNK PLUMBING SUPPLY	$421.53		
91318	09/26/2019	Open			Accounts Payable	ENTENMANN-ROVIN CO.	$515.50		
91319	09/26/2019	Open			Accounts Payable	FACTOR SALES, INC.	$132.85		
91320	09/26/2019	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$1,080.00		
91321	09/26/2019	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	$3,206.07		
91322	09/26/2019	Open			Accounts Payable	GUST ROSENFELD P.L.C.	$132.60		
91323	09/26/2019	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$6,744.06		
91324	09/26/2019	Open			Accounts Payable	IMAGEWARE SYSTEMS INC	$2,555.17		
91325	09/26/2019	Open			Accounts Payable	KENZ & LESLIE OF ARIZONA INC.	$512.58		
91326	09/26/2019	Open			Accounts Payable	KTL&C, LLC.	$300.00		
91327	09/26/2019	Open			Accounts Payable	LAWSON PRODUCTS INC.	$2,284.36		
91328	09/26/2019	Open			Accounts Payable	MALLORY SAFETY AND SUPPLY, LLC	$442.76		
91329	09/26/2019	Open			Accounts Payable	MASTER AUTO GLASS LLC	$961.81		
91330	09/26/2019	Open			Accounts Payable	MIDWAY CHEVROLET	$25,473.41		
91331	09/26/2019	Open			Accounts Payable	MULTICOM, INC	$3,564.49		
91332	09/26/2019	Open			Accounts Payable	NATIONAL CAPITAL FLAG CO INC	$850.07		
91333	09/26/2019	Open			Accounts Payable	NEWEGG BUSINESS INC.	$22.99		
91334	09/26/2019	Voided		09/26/2019	Accounts Payable	NEWEGG.COM	$36.02		
91335	09/26/2019	Open			Accounts Payable	ON TRACK OVERHEAD DOORS	$772.20		
91336	09/26/2019	Open			Accounts Payable	POLAR ICE LLC	$752.84		
91337	09/26/2019	Open			Accounts Payable	PURCELL TIRE CO.	$1,400.27		
91338	09/26/2019	Open			Accounts Payable	QUILL CORPORATION	$288.24		
91339	09/26/2019	Open			Accounts Payable	QUIÑONES TIRES LLC	$159.00		
91340	09/26/2019	Open			Accounts Payable	QUINONEZ, FRANCISCO	$450.00		
91341	09/26/2019	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	$817.28		
91342	09/26/2019	Open			Accounts Payable	RAMON MOSQUEDA	$22.50		
91343	09/26/2019	Open			Accounts Payable	REAL PURIFIED WATER LLC	$44.82		
91344	09/26/2019	Open			Accounts Payable	REDBURN TIRE COMPANY	$877.37		
91345	09/26/2019	Open			Accounts Payable	RWC INTERNATIONAL LTD	$407.46		
91346	09/26/2019	Open			Accounts Payable	SAM'S CLUB	$1,527.64		
91347	09/26/2019	Open			Accounts Payable	SAN LUIS AZ NEWS	$676.00		
91348	09/26/2019	Open			Accounts Payable	SANFORD, JAMES	$3,175.56		
91349	09/26/2019	Open			Accounts Payable	SERVERSUPPLY.COM, INC	$1,775.24		
91350	09/26/2019	Open			Accounts Payable	SHRM	$209.00		
91351	09/26/2019	Open			Accounts Payable	SIGN MASTERS	$158.28		
91352	09/26/2019	Open			Accounts Payable	SIMS MACKIN, LTD.	$1,260.00		
91353	09/26/2019	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	$30,189.88		
91354	09/26/2019	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	$257.79		
91355	09/26/2019	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	$1,809.76		
91356	09/26/2019	Open			Accounts Payable	SYNOVIA SOLUTIONS, LLC	$456.14		
91357	09/26/2019	Open			Accounts Payable	THE LOZANO LAW FIRM PLLC	$12,800.00		
91358	09/26/2019	Open			Accounts Payable	THE ROACH PEST CONTROL	$2,045.00		
91359	09/26/2019	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$475.71		
91360	09/26/2019	Open			Accounts Payable	TRI STATE STONE INC.	$650.00		
91361	09/26/2019	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	$1,342.55		

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/09/2019

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

Submitted By: Jenny Torres, Economic Development Manager, Administration, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a contract with James Davey and Associates, Inc. associated with construction administration and inspection services for Rancho Los Oros Improvements. **(Mary French-Jones, Grant Writer)**

SUMMARY:

The City of San Luis was awarded a Community Development Block Grant (State Special Projects) funds in the amount of $300,000.00 for Rancho Los Oros Improvements Project (CDBG Agreement No.113-20). The improvements consist of, but not limited to, removal and replacement of 322 LF of 8-inch diameter sewer main; connection to 11 existing sewer services; installation of 749 LF of 12-inch SDR-35 storm drainpipe, 2 storm drain manholes, 1 concrete inlet headwall structure; replace 4,926 SY of concrete rolled curb and gutter, sidewalk and driveway entrances. The project will also adjust existing water valves and sewer manholes with new frames and covers, and other work incidental to the project as specified in the contract documents and project plans. Two (2) roadway sags will be repaired during sewer replacement work. James Davey and Associates, Inc. designed the improvements for this project. Staff recommends the approval of a contract agreement with James Davey and Associates, Inc. for construction administration and inspections services in the amount of $36,420.00. James Davey and Associates, Inc. is a provider on the on-call engineering services list, per Resolution No. 1143.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT AGREEMENT WITH JAMES DAVEY AND ASSOCIATES, INC. IN THE AMOUNT OF $36,420.00 AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$36,420.00
BUDGETED AMOUNT:	$36,420.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	C.O. CIP Rancho Los Oros Improvements/$500,000

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

Funds for grant budgeted in account no. 255-210-90010.220 – Capital Outlay- CIP Rancho Los Oros Improvements.

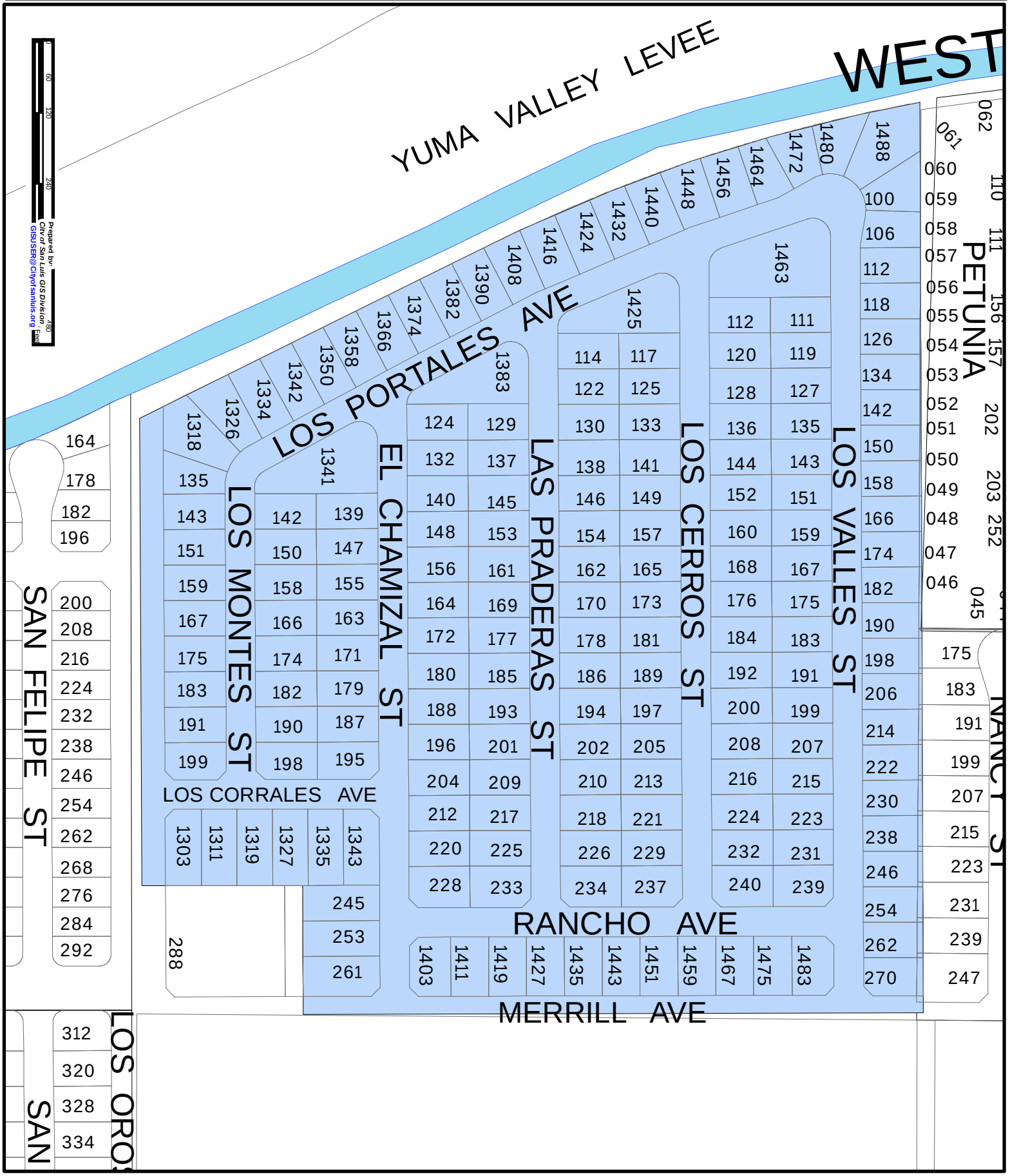
Attachments

Location Map

Engineering Proposal

James Davey Engineering Contract

RANCHO LOS OROS



Proposal for Engineering Services
City of San Luis
Rancho Los Oros Roadway Project
Prepared by: James Davey and Associates, Inc.

September 5, 2019

Item	Description	Principal Engineer	Project Engineer	Engineering Technician	Direct Costs	Comments
CONSTRUCTION ADMINISTRATION SERVICES						
1	Project Management	8				
2	Bidding Assistance	6	28			Includes Assisting with Advertizing Proejct, Pre-Bid Meeting, Answering Contractor Questions During Bidding, Bid Opening and Bid Evaluation
3	Construction Inspection and Administration	12	164			Based on 120 Calendar Day Construction Period/about 86 working days with about 48 site inspections (3 hours/visit). Also includes Submittal Reviews, Preconstruction Conference, Meetings during Construction, Pay Estimate Preparations, Change Order Preparations.
4	Soils and Material Testing		10		$4,600	To be subcontracted to NIE Geotechnical. Includes field reviews of unsuitable soils.
5	Project Closeout	3	12	8		Final Inspections, Punchlists, As-Built Plans, Final Pay Estimates
	Total Estimated Hours	29	214	8	---	
	Hourly Rates	$150	$125	$90	---	
	Subtotals	$4,350	$26,750	$720	$4,600	
	TOTAL FEE ESTIMATE				$36,420	

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made on the ____ day of _____, 2019, between the City of San Luis, Arizona, a municipal corporation of the State of Arizona, ("City"), and James Davey and Associates, Inc. of Yuma, Arizona, having a principal being a registered engineer of the State of Arizona ("Engineer"):

Witness:

By this Agreement the City hereby engages the services of Engineer for the following described project ("Project"): Rancho Los Oros Sewer/Drainage/Street Improvements Project.

> This project is being undertaken by the City of San Luis, Arizona and is to implement such improvements under the general direction of the State of Arizona Department of Housing, Community Development Block Grant Program, (CDBG) set aside from the State Special Projects (SSP).

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

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

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

ARTICLE I. DESCRIPTION OF PROJECT

The Rancho Los Oros Sewer/Drainage/Street Improvements Project will remove and replace 322 LF of 8-inch diameter sewer main; connect eleven (11) existing sewer services, install 749 LF of 12-inch SDR-35 storm drainpipe, two (2) storm drain manholes, one (1) concrete inlet headwall structure; replace approximately 4,926 SY of rolled curb and gutter, sidewalk and driveway aprons. Project also includes adjusting water valves and sewer manholes with new frame and covers, and other work incidental to the project as specified in the Contract Document and Project Plans.

> A. Construction inspection and administration of Rancho Los Oros Sewer/Drainage/Street Improvements Project all or an estimated cost of $36,420.00 Engineer will supply City with an estimated construction cost.

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

ARTICLE II. ENGINEER'S SCOPE OF SERVICES

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

ARTICLE III. CHANGES IN SCOPE

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

ARTICLE IV. ENGINEER'S FEE

A. Basic Fee

1. As compensation for Basic Services as described in Paragraph A of Exhibit I of this Agreement, and for services required in the fulfillment of Article II, the Engineer shall be paid a “Basic Fee,” which shall constitute full and complete payment for those services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be the lump sum amount $36,420.00.

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

B. Payment Schedule for Basic Fee

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

a. The fee of $36,420.00 prorated in accordance with construction progress, except that five percent (5%) of the Basic Fee shall be

payable only upon acceptance of the Project, and receipt of approved, reproducible mylar "Record Drawings" of the Project plans prepared in a format prescribed by the Public Works Director.

C. Payment for Special Services.

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

D. Certified Cost Records.

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

E. Gross Receipts Tax.

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

ARTICLE V. OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS

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

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

records, or other materials available to the City from any other public agency or body.

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

ARTICLE VI. CONTRACT TIMES

The Engineer's work will be completed and ready for final payment within 120 calendar days of the date in the Notice to Proceed. No work shall commence before the Notice to Proceed is issued. Furthermore, this Contract does not take effect and is not valid unless and until it is accepted and approved by the City of San Luis.

ARTICLE VII. TERMINATION

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

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

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

ARTICLE VIII. ASSIGNMENT

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

ARTICLE IX. CONFLICT OF INTEREST

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

ARTICLE X. INDEMNITY

To the fullest extent permitted by law, the Engineer agrees to defend and indemnify the City and its officers, agents, and employees against any and all actions of any character brought because of any injury or damage sustained by any person, persons, or property resulting from any asserted negligent act, error, or omission of the Engineer or its agents or employees, in whole or in part. The indemnity required here shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

ARTICLE XI. INSURANCE

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

   a. Workmen's Compensation Insurance.

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

   b. Liability Insurance.

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

ARTICLE XII. DISCRIMINATION PROHIBITED

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

ARTICLE XIII. ADMINISTRATION OF AGREEMENT

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

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

The City of San Luis	James Davey and Associates, Inc.
By:_____	By:_____
Tadeo A. De La Hoya, City Manager	James Davey, Owner

APPROVED AS TO FORM:

By:_____
Kay Marion Macuil, City Attorney

EXHIBIT I. DUTY OF ENGINEER

The Engineer shall render professional engineering services as described below:

A. Basic Services

1. The Construction Phase

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

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

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

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

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

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

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

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

B. Special Services

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

C. Performance

1. The Engineer agrees that, immediately upon the execution of this Agreement, it will enter upon the duties prescribed in this agreement, proceed with the work continuously, and make the various submittals on or before the schedule specified here. The City is not liable and will not pay the Engineer for any services rendered before written authorization is received by the Engineer.

2. The Engineer shall submit:

a. Final construction contract documents ready for bid.

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

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

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

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/09/2019

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

Submitted By: Marco Santana, Lieutenant, Police Department

Action Requested:

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2019-9. 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 the Impaired Driver/DUI Alcohol Enforcement and materials and supplies and STEP/Selective Traffic Enforcement Projects by approving Highway Safety Contracts 2020-AL-029 & 2020-PTS-054 between the City of San Luis, Arizona through the San Luis Police Department and the Governor's Office of Highway Safety. **(Richard Jessup, Chief of Police)**

SUMMARY:

The City of San Luis Police Department (SLPD) has been awarded a total of $37,000.00 to support additional equipment, overtime, and employee-related expenses to enhance Driving Under the Influence (DUI) and traffic enforcement throughout the City of San Luis. The SLPD has been awarded **$15,000.00** for the Impaired Driver/DUI Alcohol Enforcement and materials & supplies project under Contract No. 2020-AL-029 to support personnel equipment, services, and employee-related expenses to enhance DUI alcohol enforcement and education throughout the City of San Luis. Additional manpower will allow the SLPD to increase its DUI task force efforts and will improve the ability to enforce DUI laws. The SLPD has been awarded **$22,000.00** for the STEP/Selective Traffic Enforcement Project under Contract No. 2020-PTS-054 to support personnel services and employee-related expenses to enhance speed enforcement and education throughout the City of San Luis. Additional manpower under this grant will allow the SLPD to increase its police traffic efforts and will improve the ability to enforce speeding laws.

The attached Order of City Council approves the contracts awarding the above grants.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE ORDER 2019-9.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State
TOTAL:	$15,000.00
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 250-181-50010.168 Special Rev - Public Safety, PD OT - GOHS -STEP - 2020-PTS-054 / $15,000.00

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

The SLPD received a total of $15,000.00 in overtime and employee related expenses from the GOHS for FY20 under the STEP project.

GOHS 2020-PTS-054
Overtime expenses: 250-181-50010.168

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State
TOTAL:	$15,000.00
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	250-181-50010.167 Special Rev - Public Safety, PD OT - GOHS -DUI - 2020-AL-029 / $15,000.00

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

The SLPD received a total of $15,000.00 in overtime, and employee related expenses from the GOHS for FY20 under the DUI project.

GOHS 2020-AL-029
Overtime expenses: 250-181-50010.167

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State
TOTAL:	$7,000.00
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	250-181-90100.168 Capital Outlay, PD GOHS-STEP 2020-PTS-054

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

The SLPD received a total of $7,000.00 in Material and Supplies related expenses from the GOHS for FY20 under the DUI Overtime and Materials & Supplies project.

GOHS 2020-PTS-054
Capital Outlay: 250-181-90100.168

Attachments

Order #2019-9

Award Letter
DUI Contract
STEP Contract

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Order

No. 2019-9

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 THE IMPAIRED DRIVER/DUI ALCOHOL ENFORCEMENT AND STEP/SELECTIVE TRAFFIC ENFORCEMENT PROJECTS BY APPROVING HIGHWAY SAFETY CONTRACTS 2020-AL-029 & 2020-PTS-054 BETWEEN THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS POLICE DEPARTMENT AND THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY.

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

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

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

WHEREAS, the Arizona Governor's Office of Highway Safety has prepared Highway Safety Contracts provides for all the conditions of acceptance of the funds including that these funds shall not be used to supplant other funding of the San Luis Police Department.

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

Section 1: That the Highway Safety Contracts titled DUI/Impair Driving Enforcement 2020-AL-029 and STEP Enforcement 2020-PTS-054 are approved.

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

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona this 9th day of October 2019.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

August 9, 2019

Chief Richard Jessup
San Luis Police Department
1030 East Union Street
San Luis, AZ 85349

Re: **FFY 2020 GOHS Grant Application**

Contract Number	Contract Description	Award Amount
2020-AL-029	DUI Overtime	$15,000.00
2020-PTS-054	STEP Overtime / Equipment	$22,000.00

Dear Chief Jessup:

The Governor's Office of Highway Safety (GOHS) has completed the review of the proposals submitted for funding for Federal Fiscal Year (FFY) 2020 commencing on October 1, 2019. All of the proposals were carefully considered by an evaluation team at GOHS that reviewed agency performance, program priority area, problem identification, supporting fiscal/data documentation, consistency of reporting, and available funding levels.

As a result of this evaluation process, we are able to include your agency's submitted proposal(s) listed above in **Arizona's FFY 2020 Highway Safety Plan**. However, please be aware that your agency's awarded highway safety project(s) may not have been funded at the amount requested and may be subject to change. **Equipment** requests placed "on hold" are under further review and *may not* be funded due to funding constraints, as we strive to make the best use of federal taxpayers' dollars.

All FFY 2020 grants will begin ***on*** October 1, 2019. If approval from a Town/City Council or Board of Supervisors is required, your agency should begin the process of scheduling the grant award for approval.

The assigned GOHS project coordinator will be contacting you regarding your project(s) and your agency should have the contract(s) soon. **During the interim, do not make any public announcement concerning the grant and do not incur any costs or proceed with any portion of the project until GOHS has written a contract with your agency and it has been signed and executed by both parties.**

We appreciate the time and effort put forth by your agency in submitting its proposal(s). Should any questions and/or concerns arise, please feel free to contact your grant project coordinator at 602-255-3216.

Sincerely,

Alberto Gutier
Director, Governor's Office of Highway Safety

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Richard Jessup
San Luis Police Department
1030 East Union Street
San Luis, AZ 85349

PROJECT REFERENCE:
Contract Number: 2020-AL-029
Total Estimated Costs: $15,000.00
Purpose of Project: DUI/Impaired Driving Enforcement

Dear Chief Jessup:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Tadeo A. De La Hoya, City Manager, City of San Luis, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-3-19
Date

Enclosures
AG

GOVERNOR'S OFFICE OF HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

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

	FAIN: 69A37520300004020AZ0	**Assistance Listings: 20.600**
1.	**APPLICANT AGENCY** San Luis Police Department	**GOHS CONTRACT NUMBER:** **2020-AL-029**
	ADDRESS 1030 East Union Street, San Luis, AZ 85349	**PROGRAM AREA:** **402-AL**
2.	**GOVERNMENTAL UNIT** City of San Luis	**AGENCY CONTACT:** Marco Santana
	ADDRESS 1090 East Union Street, San Luis, AZ 85349	**3. PROJECT TITLE:** DUI/Impaired Driving Enforcement
4.	**GUIDELINES:** 402–Alcohol (AL)	

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

6. BUDGET COST CATEGORY		**Project Period FFY 2020**
I.	**Personnel Services**	$10,949.00
II.	**Employee Related Expenses (37.00%)**	$4,051.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$15,000.00**

PROJECT PERIOD	**FROM:** Effective Date *(Date of GOHS Director Signature)*	**TO:** 09-30-2020
CURRENT GRANT PERIOD	**FROM:** 10-01-2019	**TO:** 09-30-2020

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $15,000.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 40

Total Population in city/town or county: 36,250

Total Road Mileage: Highway: 6 Local: 100 Total: 106

	2017	2016	2015
Total Crashes	296	281	312
Total Injury Crashes	47	32	55
Total Fatal Crashes	2	0	0
Total Alcohol-related Crashes	1	6	9
Total Alcohol-related Serious Injuries	0	0	0
Total Alcohol-related Fatalities	0	0	0
Total Speed-related Crashes	20	49	59
Total Speed-related Serious Injuries	0	10	19
Total Speed-related Fatalities	0	0	0

Agency Problem/Attempts to Solve Problem:

The San Luis Police Department responds to the San Luis Port of Entry to investigate drivers entering the country suspected of operating a motor vehicle under influence of alcohol or drugs. The highest amount of calls happens during the weekends and on holidays because all of the liquors stores, sports bars, strip bars, and nightclubs have a legal drinking age of 18 years in Mexico. This draws many underage people into Mexico to purchase alcohol at these establishments. The legal drinking age in Mexico gives those who are not 21 years of age easy access to alcohol. These underage drinkers then return into Arizona through the San Luis U.S. Port of Entry and drive their vehicles while still under the influence of alcohol, which creates a severe public safety risk to highway drivers and the public.

Agency Funding:

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

How Agency Will Solve Problem with Funding:

The San Luis Police Department will use the grant funding to support their DUI Enforcement Programs. It will provide overtime enforcement to help adequately staff the Department during holidays and peak visitor seasons. They will increase apprehensions of impaired drivers and enforce impaired driving laws, resulting in a reduction of crashes caused by impaired driving. The program will significantly reduce alcohol-related injuries and fatalities, and increase the community's awareness about the dangers of driving under the influence.

PROJECT MEASURES:

Agency Goals:

To decrease the number of impaired driving-related crashes 100% from 1 during calendar year 2017 to 0 by December 31, 2020.

To decrease fatalities in impaired driving-related crashes 100% from 0 in calendar year 2017 to 0 by December 31, 2020.

To decrease injuries in impaired driving-related crashes 100 % from 0 in calendar year 2017 to 0 by December 31, 2020.

Contract Objectives:

To participate in a minimum of 4 DUI saturation patrols per quarter during FFY 2020.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2020.

Additional Contract Objectives:

1. To increase DUI arrests 50% above 2017 base year average of 53 to 80 by the end of FFY 2020.

2. To visit the Arizona Western College Campuses and discuss the dangers of drinking and driving three times by the end of FFY 2020.

GOALS/OBJECTIVES:

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

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

MEDIA RELEASE:

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

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

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

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

METHOD OF PROCEDURE:

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

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

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

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2019)	January 30, 2020
2nd Quarterly Report and RCI (January 1 to March 31, 2020)	April 20, 2020
3rd Quarterly Report and RCI (April 1 to June 30, 2020)	July 20, 2020
4th Quarterly Report and RCI (July 1 to September 30, 2020)	**October 15, 2020**
Final Statement of Accomplishments	**October 15, 2020**

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Richard Jessup, Chief of Police, San Luis Police Department, shall serve as Project Director.

Marco Santana, Lieutenant, San Luis Police Department, shall serve as Project Administrator.

Chris Held, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $50,000	Desk Review/Phone Conference
$50,000 and over	May have an In-House GOHS Review
$100,000+	May have an On-Site Review
Capital Outlay Greater than $25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

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

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$10,949.00
II.	Employee Related Expenses (ERE – 37.00%)	$4,051.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$15,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of $15,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____

Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

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

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

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

II. Reimbursement of Eligible Expenses

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

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

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

III. Property Agreement

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

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

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

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

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

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

IX. Copyrights and Patents

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

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Prinicples, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

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

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

XI. Non-Discrimination

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

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

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

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

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

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

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

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

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

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

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

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

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

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

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

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

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

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

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

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

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

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

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

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

REIMBURSEMENT INSTRUCTIONS

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

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

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

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

   Federal Identification Number:_____

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

4. ***DUNS Number:***

   _____
   (DUNS #)

   _____
   (Registered Address & Zip Code)

Restriction on State Lobbying

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

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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

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

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

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

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

Signature of Project Director:	***Signature of Authorized Official of Governmental Unit:***
Richard Jessup, Chief of Police San Luis Police Department	Tadeo A. De La Hoya, City Manager City of San Luis
_____	_____
_____ Date Telephone	_____ Date Telephone

AUTHORITY & FUNDS

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

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

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

   B. FEDERAL FUNDS: **$15,000.00**

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

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

Approval Date

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Richard Jessup
San Luis Police Department
1030 East Union Street
San Luis, AZ 85349

PROJECT REFERENCE:
Contract Number: 2020-PTS-054
Total Estimated Costs: $22,000.00
Purpose of Project: STEP Enforcement and Capital Equipment (Speed Radar Trailer)

Dear Chief Jessup:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 25);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Tadeo A. De La Hoya, City Manager, City of San Luis, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-3-19
Date

Enclosures
AG

GOVERNOR'S OFFICE OF HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

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

	FAIN: 69A37520300004020AZ0	**Assistance Listings: 20.600**
1.	**APPLICANT AGENCY** San Luis Police Department	**GOHS CONTRACT NUMBER:** **2020-PTS-054**
	ADDRESS 1030 East Union Street, San Luis, AZ 85349	**PROGRAM AREA:** **402-PTS**
2.	**GOVERNMENTAL UNIT** City of San Luis	**AGENCY CONTACT:** Marco Santana
	ADDRESS 1090 East Union Street, San Luis, AZ 85349	**3. PROJECT TITLE:** STEP Enforcement, and Equipment (Speed Radar Trailer)
4.	**GUIDELINES:** 402–Police Traffic Services (PTS)	

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

6.	**BUDGET COST CATEGORY**	**Project Period FFY 2020**
I.	**Personnel Services**	$7,299.00
II.	**Employee Related Expenses (37.00%)**	$2,701.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$12,000.00
	TOTAL ESTIMATED COSTS	**$22,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2020
CURRENT GRANT PERIOD	**FROM:** 10-01-2019	**TO:** 09-30-2020

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $22,000.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 40

Total Population in city/town or county: 36,250

Total Road Mileage: Highway: 6 Local: 100 Total: 106

	2017	2016	2015
Total Crashes	296	281	312
Total Injury Crashes	47	32	55
Total Fatal Crashes	2	0	0
Total Alcohol-related Crashes	1	6	9
Total Alcohol-related Serious Injuries	0	0	0
Total Alcohol-related Fatalities	0	0	0
Total Speed-related Crashes	20	49	59
Total Speed-related Serious Injuries	0	10	19
Total Speed-related Fatalities	0	0	0

Agency Problem/Attempts to Solve Problem:

Highway 95 is one of the primary routes for motorists traveling through the City of San Luis. It has heavy traffic in the early morning hours and during the late evening hours. The current road conditions make driving conditions dangerous for those traveling at high speeds in an area surrounded by residential districts, business districts, and agricultural fields. The San Luis Police Department (SLPD) has also observed State Route 195 as a high traffic area. The posted speed limit is 65 miles per hour, but goes to 50 mph when it becomes a two way, two-lane road. This creates a bottleneck, and dangerous situations for drivers attempting to speed around slower drivers, which at times creates traffic incidents related to road rage. (SLPD) has attempted more visible patrols in these areas to deter the unsafe and aggressive driving practices that occur on a daily basis.

Agency Funding:

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

How Agency Will Solve Problem with Funding:

The San Luis Police Department (SLPD) will use the grant funding to increase its apprehension of aggressive drivers. The funds will assist the department in enforcing Arizona Revised Statutes Title 28 laws and local impaired driving ordinances, as well as the reduction of crashes in targeted areas. The program will also reduce fatalities and injuries, as well as increase the community's awareness about the dangers of speeding and aggressive driving. A primary objective of the speed enforcement operations conducted by SLPD is the focus on identifying dangerous drivers.

PROJECT MEASURES:

Agency Goals:

To decrease the number of speeding-related crashes 20% from 19 during calendar year 2017 to 15 by December 31, 2020.

To decrease fatalities in speeding-related crashes 100% from 0 in calendar year 2017 to 0 by December 31, 2020.

To decrease serious injuries in speeding-related crashes 100% from 1 in calendar year 2017 to 0 by December 31, 2020.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 30% from 716 during Calendar Year 2018 to 930 during FFY 2020.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2020.

Additional Contract Objectives:

1. Focus on enforcing seat belt and child restraint laws by providing the community with education once each quarter.

2. Enforce a zero tolerance approach on school crosswalk violations during school hours and peak seasons.

GOALS/OBJECTIVES:

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

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

MEDIA RELEASE:

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

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

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

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

METHOD OF PROCEDURE:

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

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

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

Capital Outlay - To purchase/procure the following Capital Outlay for STEP/Speed Enforcement Activities: Speed Radar Trailer

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

PURSUIT POLICY:

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

EQUIPMENT:

Speed Radar Trailer

Agencies receiving funding for Capital Outlay (major equipment) such as DUI processing vans, marked and unmarked enforcement sedans, and marked enforcement motorcycles shall schedule a press conference acknowledging the grant award from the Governor's Office of Highway Safety. The purpose of this press conference is for the Agency to present the equipment to their community.

The San Luis Police Department shall immediately notify GOHS if any equipment purchased under this Contract ceases to be used in the manner described in this Contract. In such event, the San Luis Police Department further agrees to dispose of this equipment using the San Luis Police Department's, city, town, or county ordinance, code, or rule regarding disposal of equipment.

In the absence of an ordinance, code, or rule regarding the disposal of the property, the San Luis Police Department may refer to that of the State. The San Luis Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this Contract. The San Luis Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The San Luis Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The San Luis Police Department shall be responsible for all administrative, maintenance, operational costs, and the costs of any damage relating to the Speed Radar Trailer.

Decals:

The Governor's Office of Highway Safety shall provide the San Luis Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this Contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of 2 CFR Part 200 "Procurement Standards" requires that:

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

Original Purpose of Equipment:

Pursuant to 23 CFR §1300.31, all equipment purchased under this Contract is to be used for the original purpose intended under this Contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes. Neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety shall reserve the right to transfer title of equipment acquired under the Section 402 program to the Federal government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 2 CFR §200.313 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the San Luis Police Department shall adequately insure all capital equipment purchased under this Contract for repair or replacement.

SPECIFIC REQUIREMENTS:

SPEED DETECTION EQUIPMENT –

Requirements for Speed Monitoring Trailer Systems:
Speed monitoring trailers are portable, self-contained speed display units. This equipment may be used for enforcement, public information, education, and/or data collection. The San Luis Police Department will maintain a written policy covering usage of the Speed Trailer System, which will be available upon request for review by GOHS.

EQUIPMENT –

Requirements for Equipment:
The San Luis Police Department shall provide a high quality color photograph of all equipment purchased under this Contract. The San Luis Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of $5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2019)	January 30, 2020
2nd Quarterly Report and RCI (January 1 to March 31, 2020)	April 20, 2020
3rd Quarterly Report and RCI (April 1 to June 30, 2020)	July 20, 2020
4th Quarterly Report and RCI (July 1 to September 30, 2020)	**October 15, 2020**
Final Statement of Accomplishments	**October 15, 2020**

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Richard Jessup, Chief of Police, San Luis Police Department, shall serve as Project Director.

Marco Santana, Lieutenant, San Luis Police Department, shall serve as Project Administrator.

Chris Held, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $50,000	Desk Review/Phone Conference
$50,000 and over	May have an In-House GOHS Review
$100,000+	May have an On-Site Review
Capital Outlay Greater than $25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

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

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$7,299.00
II.	Employee Related Expenses (ERE – 37.00%)	$2,701.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay Speed Radar Trailer	$12,000.00
	TOTAL ESTIMATED COSTS	***$22,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of $22,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____

Reporting Period

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

Arizona Governor's Office of Highway Safety
Capital Outlay Equipment Record
Equipment $5,000.00 or more

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay Equipment must be submitted with form

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

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

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

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

II. Reimbursement of Eligible Expenses

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

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

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

III. Property Agreement

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

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

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

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

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

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

IX. Copyrights and Patents

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

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Prinicples, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

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

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

XI. Non-Discrimination

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

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

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

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

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

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

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

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

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

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

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

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

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

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

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

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

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

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

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

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

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

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

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

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

REIMBURSEMENT INSTRUCTIONS

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

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

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

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

   Federal Identification Number:_____

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

4. ***DUNS Number:***

   _____
   (DUNS #)

   _____
   (Registered Address & Zip Code)

Restriction on State Lobbying

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

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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

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

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

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

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

Signature of Project Director:	***Signature of Authorized Official of Governmental Unit:***
Richard Jessup, Chief of Police San Luis Police Department	Tadeo A. De La Hoya, City Manager City of San Luis
_____	_____
_____ Date Telephone	_____ Date Telephone

AUTHORITY & FUNDS

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

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

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

   B. FEDERAL FUNDS: **$22,000.00**

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

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

Approval Date

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/09/2019

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 authorization to purchase a new Ford F-150 XL truck for the Parks Department. **(Lizandro Galaviz, Director of Parks & Recreation)**

SUMMARY:

Staff is seeking approval to purchase a new Ford F-150 XL Truck for the Parks Department. This truck will be a new addition to the Parks Department and was budgeted and approved as a Capital Improvement Plan item for this Fiscal Year 2019-2020.
Staff contacted the following dealerships for quotes
(1) Chapman Ford in Scottsdale, Arizona who provided a written quote of $25,699;
(2) Bill Alexander Ford Lincoln, Yuma Arizona who provided a written quote of $25,600.00 and
(3) Earnhardt Ford, Chandler, Arizona who did not provide a written quote.

Staff would like to go with the lowest bid from Bill Alexander Ford Lincoln in Yuma, Arizona.

Under San Luis City Code - Purchasing Section §36.01 (D), Whenever any contemplated purchase for the sum of at least $15,000 but no more than $35,000 the requisitioning department with the assistance of the purchasing department shall solicit three (3) written quotations (inclusive of all cost) from vendors.

Staff is asking for Council to waive formal purchasing requirements of three (3) written quotes since the third dealer would not provide a written quote. Staff recommends the purchase of the Ford F-150 truck from Bill Alexander Ford Lincoln because the city will not incur transportation costs since it is a local business, and Alexander Ford has the lowest price.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO WAIVE THE SAN LUIS CITY CODE ON PURCHASING AND APPROVE THE PURCHASE OF THE FORD F-150 TRUCK FOR $25,600.00.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$25,600.00
BUDGETED AMOUNT:	$26,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: CAPITAL OUTLAY-EQUIPMENT ACCOUNT, 100-999-90000 / $26,000.00

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

This purchase was budgeted for Fiscal Year 2019-2020.

Attachments

Bill Alexander Ford Lincoln Quote

Chapman Ford Quote

Bill Alexander Ford Lincoln

Date: *9/9/2019*
Salesperson:
Manager: *Jesus Urbalejo*

FOR INTERNAL USE ONLY

BUSINESS NAME *City Of San Luis Parks & Rec.* Home Phone :
CONTACT

Address : , Work Phone :

E-Mail : Cell Phone :

VEHICLE

Stock # : *KKC87261* New / Used : **New** VIN : *1FTEX1CB8KKC87261* Mileage: *14*

Vehicle : *2019 Ford F-150* Color : *OXFORD WHITE*

Type : *F150 4X2 S/C* *X1C*

Market Value Selling Price	35,435.00
Discount	2,821.38
Rebate	9,000.00
Adjusted Price	23,613.62
Tax	1,986.38
Cash Deposit	.00
Balance	25,600.00

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

RECEIVED 9/9/19



MSRP: $35,335
discount: -$3,886
rebate: -$4,000
extra discount: -$1,750
Chapman Price
$25,699
Vehicle is Available!
View Window Sticker
Get Your Exclusive Price Value Your trade Schedule AppointmentGet Pre-Approved
Save to favorites
Chapman Ford
3950 N 89th St.
Scottsdale, AZ 85251
480-420-1460

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/09/2019

Department Head: Angel Ramirez, Fire Chief, Fire Department

Submitted By: Angel Ramirez, Fire Chief, Fire Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of a new Dodge Power Wagon. **(Angel Ramirez, Fire Chief)**

SUMMARY:

The City of San Luis Fire Department has been an innovative Fire Department. We have found ways to better serve our community of San Luis, Arizona. As the city grows, so does the volume of calls throughout the city. We have seen an increase in call volume to the east side of the city and the desert area. We took the time to take a look and see how we can better improve the response times to these areas. By buying the Dodge power wagon, we will be cutting the response time to a more manageable response. Also, we will have the capability to respond with Unites Stated Border Patrol to any incident in the desert area, since it will be equipped with 4x4 and all the equipment needed for Rescue Operations and Emergency Medical Services (EMS). This vehicle will help us maintain our bigger trucks (Engine 1 and Ladder 1) with the wear and tear of responding to the east side for all EMS calls. All EMS and rescue operations that happen on the east side will be provided by this unit. This unit will be staffed by an Emergency Medical Technician and Paramedic at all times.

This item was brought up at the annual budget retreat and is also in the approved capital outlay/projects budget. We were able to obtain three (3) quotes. Two (2) quotes are from out of town dealers and one from Yuma. The quote from Earnhardt is for $61,589.00; Fisher Dodge Yuma is for $57,138.35; Bill Luke Chrysler/Jeep & Dodge is for $45,516.50, which is a State of Arizona contract vendor. All quotes include taxes and corresponding fees. We were approved a budget of $57,140.00 for this item. The state contract is much lower than the other two quotes. If approved, we will be able to purchase equipment lights and any other necessary equipment since the Dodge power wagon is much less than what we anticipated.

Staff is requesting the City Council to approve the purchase of a new 2019 Dodger Power Wagon in the amount of $45,516.50 utilizing State of Arizona contract #ADSPO17-166121 as permitted in the city Procurement Code Section 36.01 (G) State or Federal Contracts.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF A DODGE POWER WAGON IN THE AMOUNT OF $45,516.50.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$57,138.35
BUDGETED AMOUNT:	$57,140.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	806-860-900000.182

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

N/A

Attachments

Dodge Power Wagon Quote

Dodger Power Wagon Quote

State contract quote

NAME: SAN LUIS FIRE DEPARTMENT

VEHICLE 2018 RAM 2500 POWER WAGON CREW CAB 4X4

STOCK No. JG297932

COLOR FLAME RED

ODOMETER 25

OPTION A- BASE RETAIL PAYMENTS						
				DOWN PAYMENT		
TERM		REBATE				

RETAIL		
RETAIL PRICE	$	61,375.00
SAVINGS	$	4,837.00
SELLING PRICE	$	56,538.00
REBATE	$	4,000.00
OPTIONS		
SUB-TOTAL	$	**52,538.00**
*FEES	$	479.00
*SALES TAXES	$	4,121.35
NET SALES PRICE	$	**57,138.35**

EARNHARDT

NO BULL SINCE 1951

Customer Name Angel Ramirez

Address

City State AZ Zip

Email Address aramirez@cityofsanluis.gov

Deal Date 09/17/19 10:21AM

Home Phone

Work Phone

Cell Phone (928) 259-3494

Stock # D92920 VIN 3C6TR5EJ4KG582918

Salesperson Justin Muhrenberg

Year 2019 Make Ram Model 2500 Mileage 10

Trade Vehicles Trade Value:

Trade Detail not available

Payment Options

Payment Option	Loan/Lease
Desired Payment	$
CashDown	$

☐ _____
Customer's Signature

☐ _____
Manager's Signature

Loan Details

Cash Price	$	58,171.00
Sales Tax	$	4,420.34
Tire Tax	$	5.00
PREP FEE	$	
License Fees	$	4.00
DOC FEE	$	489.00
Subtotal	$	**63,089.34**
Rebate	$	1,500.00
Cash Down Payment	$	0.00
Trade In Allowance	$	0.00
Less Balance Owing To	$	0.00
Total Down Payment	$	**1,500.00**
SVC Contract	$	0.00
Gap	$	0.00
Maintenance	$	0.00
Total	$	**61,589.34**

61,589

VOID
CUSTOMER COPY

BILL LUKE
CHRYSLER/JEEP & DODGE INC.
2425 W. CAMELBACK ROAD
PHOENIX, ARIZONA 85015-3497
(602) 249-1234

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Description: **Vehicles, New Purchases Statewide**

Quote Sheet
State of Arizona Contract
Vehicles, New Purchases Statewide

DATE: 26 Sep 19

CUSTOMER: San Luis FD Arizona

State Contract Number: ADSPO17-166121 TB9308

ProcureAZ Line Item Number:

Vehicle Description: Make, Model, Vehicle Code, And Trim Level DJ7X91

2019 Ram 2500 Crew Cab Power Wagon 4WD

Base Vehicle Price		$41995			
Manufacturer Options Upgrades or Upfit/Modifications Requirements					
1.	Rural Alt.	$ 395			Included
2.	Addl. Keyfob	$ 250			Included
3.		$			
4.		$			
5.		$			
6.		$			
7.		$			
8.		$			
9.		$			
10.		$			
		$	Subtotal (Including Destination and Options)		41995
		$	Upfit/Modification Requirements		
		$	SALES TAX		3516.50
		$	TIRE TAX		5.00
		$	DELIVERY FEE		
		$	TOTAL DELIVERED PRICE		45516.50

Allow 10 to 12 weeks for order.

	Contract Change Order Summary		Arizona Department of Administration State Procurement Office 100 N. 15th Avenue, Suite 201 Phoenix, AZ 85007
	Contract No.: ADSPO17-166121		
	Change Order No.: 6	Date: September 25, 2018	

Vehicles, New Purchases

BILL LUKE CHRYSLER JEEP AND DODGE INC

1. The above mentioned contract is hereby amended as follows:

   a. In accordance with Special Terms and Conditions paragraph 2.6, Contract Extension, the term of the contract shall be extended an additional twelve (12) months through 03/31/20.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.

Master Blanket Purchase Order ADSPO17-166121

Header Information

Purchase Order Number:	ADSPO17-166121	**Release Number:**	0	**Short Description:**	Vehicles, New Purchases
Status:	3PS - Sent	**Purchaser:**	Nick Perrera	**Receipt Method:**	Dollars
Fiscal Year:	2017	**PO Type:**	Blanket	**Minor Status:**	
Organization:	State of Arizona				
Department:	ADSPO - State Procurement Office	**Location:**	SPO - State Procurement Office	**Type Code:**	Statewide
Alternate ID:		**Entered Date:**	04/04/2017 01:02:19 PM	**Control Code:**	
Days ARO:	0	**Retainage %:**	0.00%	**Discount %:**	0.00%
Print Dest Detail:	If Different				
Catalog ID:		**Release Type:**	Direct Release	**Pcard Enabled:**	Yes
Contact Instructions:	Nick Perrera at Nick.Perrera@azdoa.gov, 602-542-9128	**Tax Rate:**		**Actual Cost:**	$0.00
Master Blanket/Contract End Date (Maximum):	03/31/2022 11:59:59 PM				
Project No.:	Solicitation ADSPO17-00006397				
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Coop Spend To Date:					
Commodity Reference Id:					
PO External Doc Type:	None				
Agency Attachments:	PO Terms & Conditions ADSPO17-00006397 Solicitation File.zip Summary of All Awarded Vehicle Contracts~3.pdf Award Letter and Signed Offer and Acceptance Current 2017 Contract Pricing for 17-166121 Current Certificate of Insurance 17-166121 Pricing for 2018.pdf Change Order to renew to 2019 Renewal through 03.31.2020~5.pdf				
Vendor Attachments:					
Agency Attachment					

Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor:

9000003094 - BILL LUKE CHRYSLER JEEP AND DODGE INC
Terry Baker
2425 W Camelback Road
Phoenix, AZ 85015-3418
US
Email: kathy@billluke.com
Phone: (602)249-1234
FAX: (602)433-5478
Alt. Reference: Z0001

Payment Terms: Net 30

Shipping Method: Best Way

Shipping Terms: As Specified

Freight Terms: Freight Prepaid and Charged Back

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to kathy@billluke.com at 04/06/2017 07:23:51 PM	04/13/2017 08:45:49 AM
Change Order 1	Emailed to kathy@billluke.com at 08/24/2017 01:52:53 PM	08/28/2017 12:33:58 PM
Change Order 2	Emailed to kathy@billluke.com at 02/05/2018 03:29:56 PM	02/05/2018 04:01:11 PM
Change Order 3	Emailed to kathy@billluke.com at 02/23/2018 11:09:53 AM	02/23/2018 02:50:23 PM
Change Order 4	Emailed to kathy@billluke.com at 04/05/2018 10:41:51 AM	04/05/2018 10:47:45 AM
Change Order 5	Emailed to kathy@billluke.com at 07/24/2018 01:18:19 PM	
Change Order 6	Emailed to kathy@billluke.com at 09/25/2018 03:19:39 PM	10/02/2018 05:28:34 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000003094	PZ9000003094	BILL LUKE CHRYSLER JEEP AND DODGE INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 04/01/2017 **Master Blanket/Contract End Date:** 03/31/2020

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	$0.00	$5,045.16	$0.00

Item Information

1-5 of 16
1 2 3 4

Print Sequence # 1.0, Item # 1: Freight, per contract vendor charges the following for transportation and delivery: Apache $325, Cochise $325, Coconino $300, Gila $175, Graham $325, Greenlee $375, LaPaz $275, Maricopa $0, Mohave $325, Navajo $325, Pima $325, Pinal $175, SantaCruz $375, Yavapai $175, Yuma $325 — 3PS - Sent

NIGP Code: 962-86
Transportation of Goods and Other Freight Services

Bid # / Bid Item #: ADSPO17-00006937 / 1 Quote # / Quote Item #: 000043967 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

Print Sequence # 2.0, Item # 2: Sedans 3PS - Sent

NIGP Code: 071-04
Automobiles and Station Wagons

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

Print Sequence # 3.0, Item # 3: SUV's 3PS - Sent

NIGP Code: 071-80
SUV Type Vehicles (Incl. Carryalls)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

Print Sequence # 4.0, Item # 4: Passenger Vans 3PS - Sent

NIGP Code: 071-92
Vans, Passenger (Regular and Handicapped Equipped)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

Print Sequence # 6.0, Item # 6: Class 1 Trucks up to 6,000lbs GVWR 3PS - Sent

NIGP Code: 072-01
Class 1 Trucks (6,000 lb. GVWR or less)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

1-5 of 16
1 2 3 4

Exit

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AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. G.**

Meeting Date: 10/09/2019

Department Head: Angel Ramirez, Fire Chief, Fire Department

Submitted By: Enrique Lopez, Assistant Fire Chief, Fire Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the San Luis Emergency Operations Plan. **(Angel Ramirez, Fire Chief)**

SUMMARY:

The purpose of this item is to replace the existing San Luis Emergency Operations Plan which was approved in May 2006. It is important to have an Emergency Operations Plan to the specific hazards or needs that may present unique problems or potential risks to people or property.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE UPDATE OF THE SAN LUIS EMERGENCY OPERATIONS PLAN 2019.

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

City of San Luis EOP 2019

City of San Luis

EMERGENCY OPERATIONS PLAN

2019

Letter of Promulgation

In the event of a natural or man-made disaster within the City of San Luis, Arizona, city government must be prepared to implement plans and procedures to protect lives and property.

The purpose of this plan is to provide direction and guidance to City governmental departments and supporting agencies. It constitutes a directive to prepare for and execute assigned emergency tasks to ensure maximum survivability of the population and to minimize property damage in the event of a disaster. It is applicable to all elements of the City government and the private sector engaged in, or acting in support of emergency operations.

This plan has been created in support and in concert with Yuma County's Emergency Operations Plan and the State of Arizona Emergency Response and Recovery Plan as well as with Arizona Revised Statutes, Title 26 Chapter 2. This plan supersedes all previously published editions of the City Emergency Operations Plan.

This plan is effective for planning purposes and for execution when the Mayor or their designee makes an emergency declaration. A copy of this plan is on file in the Office of the City Clerk of the City, under the provisions of Arizona Revised Statutes, Section 26-307B.

Signature_____ Title:_____ Date:

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BASIC PLAN

I. PURPOSE

The purpose of this plan is to provide a broad outline of the emergency management structure in the City of San Luis and how this entire document relates to disaster management.

II. SITUATION

A. Arizona Revised Statutes, Title 26, Chapter 2, Article 1, addresses the organization and duties of a state emergency management system, and calls for local governments to address their hazards at the community level.
B. Yuma County, the cities of Yuma and Somerton, and the Town of Wellton, render mutual aid assistance, as they are able, to cooperatively provide for response to, and recovery from, natural and man-caused emergencies.
C. The Yuma County Office of Emergency Management was created, and is charged with, carrying out the duties as outlined above, as well as facilitating countywide mitigation and preparedness efforts.
D. This Emergency Management strategy is designed to outline the scope of the potential hazards for the City of San Luis, the measures that can be taken to mitigate these hazards and the responsibilities of the various agencies when an actual event occurs.
E. The Mayor shall take command of the police and govern the city by proclamation during times of great danger when an extraordinary local emergency or natural disaster causes or threatens to cause loss of or jeopardizes life or property. He shall be recognized as head of the city government for all ceremonial purposes and by the governor for purposes of military law. Violation of any proclamation issued by the mayor *hereunder during* such times shall be a misdemeanor.

III. ASSUMPTIONS

A. A disaster event separates itself from routine emergency incidents in the size and scope of affected individuals and resources committed. First responders frequently experience emergency situations in the form of fires, vehicular accidents, and criminal confrontations, yet a disaster event is generally of a larger scale and requires the commitment of multiple agencies for an extended period of time.
B. It is during these disaster events that resources can be depleted and assistance from other agencies becomes necessary. This plan assists in defining the roles and responsibilities during such a situation, and provides a framework for coordinating the response of many different departments.

C. Each jurisdiction within Yuma County is responsible for the safety and well-being of its citizens. The invocation of this plan, and the assistance agreements within, does not relieve a jurisdiction of this responsibility.

D. Should the City of San Luis response and recovery capabilities be exceeded, assistance from Yuma County will be provided and, should the resources of Yuma County be exceeded, the State of Arizona under the coordination of the State Coordinating Officer (SCO) will provide assistance. The Director of the Arizona Department of Emergency and Military Affairs (DEMA) is the designated SCO. The State of Arizona Emergency Response and Recovery Plan serves as a foundation for State assistance.

IV. ELEMENTS OF EMERGENCY MANAGEMENT

A. Mitigation - Acting to reduce the exposure to the potential effects of a disaster. This could be through enacting or enforcing building codes, educating the public on how to protect themselves from tornadoes, or constructing flood prevention structures.

B. Preparedness - Identifying resources, training personnel, and practicing response for disaster situations. The establishment of mutual aid agreements, the provision of training events, and the exercise of the Emergency Operations Plan constitute preparedness.

C. Response - The active use of resources to save lives and protect property when faced with a disaster situation. It is hoped that a community is not forced to take this action, however, when faced with this reality, the emergency management structure becomes the coordination aspect during a disaster event.

D. Recovery - Following the immediate response to a disaster, the longer term rebuilding of a community is also an emergency management concern. It is at this point that certain aspects of mitigation may come into play, for in the rebuilding efforts, we must incorporate measures to prevent the recurrence, or lessen the impact of similar events.

SECTION "A"

DIRECTION AND CONTROL

I. PURPOSE

This section outlines the roles of local government officials responsible for coordination and control of emergency response for a disaster / large-scale emergency situation.

II. SITUATION

A. Government normally functions during emergencies in much the same manner as in routine operations. Responsibility for the performance of emergency functions is charged to agencies that do similar activities during routine operations. Effective response to disaster, calls for coordination of the efforts and resources of these agencies.

B. The City of San Luis, and several neighboring jurisdictions, have designated Emergency Operation Centers (EOC) for the direction and management of response to a disaster or other major event significantly impacting the community.

1. The City of San Luis has designated the primary location for the EOC at the San Luis Fire Department Station #1, 1165 N. McCain Avenue, with an alternate EOC at the San Luis City Hall (Council Chambers) 1090 E. Union Street.
2. Yuma County's Emergency Operations Center is located at the County Public Works building, 4343 South Avenue 5 ½ E, and is available for use should the City EOC's capabilities be exceeded.

C. When it is anticipated an emergency situation may exhaust the resources of the City of San Luis and require state and federal assistance and support, local government executives must use the State of Arizona Emergency Response and Recovery Plan to ensure eligibility for state/federal aid.

III. ASSUMPTIONS

A. Direction and control is absolutely essential in any increase in importance with each increase in severity of a disaster

B. During major emergency situations, coordination of efforts is best performed at an EOC. Field forces can concentrate on essential, on-scene activities while EOC staff performs planning, logistic, and organizational duties. Smaller events may need only small EOC staffing, but some emergency logistical direction and control capability is essential regardless of the size.

C. The organizational process outlined in this plan is designed for incidents with extended consequences. Due to the reliance upon persons and agencies that are not routinely involved in emergency response, the actions described may be delayed. In many cases, resources from other areas may be required and therefore the local jurisdictions must plan on limited outside assistance for the initial 24, 48, or even 72 hours of an incident. The more severe of an event and wider area impacted, the longer this period will be.

IV. CONCEPT OF OPERATIONS

A. General

1. The Mayor, the City Manager and City Staff will cope with most emergencies within the City. The Mayor will serve as overall coordinator of disaster response or will designate a qualified person to this position.

San Luis City Code Chapter 30(30.004): The Mayor shall take command of the police and govern the city by proclamation during times of great danger when an extraordinary local emergency or natural disaster causes or threatens to cause loss of or jeopardizes life or property. He shall be recognized as head of the city government for all ceremonial purposes and by the governor for purposes of military law. Violation of any proclamation issued by the mayor hereunder during such times shall be a misdemeanor.

2. For disaster events that affect more than one jurisdiction, the affected jurisdictions will coordinate their efforts through a unified command structure. This coordination will necessitate open communication between each entity involved and may be best organized through a single EOC.

3. Normally state and federal assistance units will not become actively involved until local authorities declare a disaster. This declaration should be made when the situation is anticipated to, or has become larger than local authorities can handle with available resources. It does not relieve local authorities of responsibility for overall emergency response management.

a. The Mayor of the City of San Luis is the designated individual with authority to declare a local emergency. (**See Appendix 1, "Sample Emergency Resolution")**

b. **Upon declaration of local emergency, the Mayor will govern by proclamation** and has the authority (as per A.R.S. 26-311) to impose all necessary regulations to preserve the peace and order of the City of San Luis, including but not limited to:

- -Imposing of curfews within all or part of the city;
- -Ordering the closure of any business;
- -Closing to public access any public building, street, or other public area;

-Calling upon regular, and/or auxiliary, law enforcement agencies or organizations;
-Providing/requesting mutual aid from/to other political subdivisions; and
-Obtaining commitments of local resources in accordance to emergency plans.

c. The declaration of local emergency for the City of San Luis will be forwarded to the Yuma County Emergency Management Office in an expedient manner (i.e. voice followed by hard copy).

4. The Incident Command System will be used to direct on-scene emergency operations and may be used in the EOC.

B. EOC Activation

1. When an event impacting the City of San Luis has exceeded or has the potential to exceed available resources, the Public Safety Department Heads (SLFD Fire Chief and SLPD Police Chief) will communicate with each other and determine if opening the City of San Luis EOC is appropriate.

2. If the decision is to open the EOC, this recommendation will be communicated respectively to City Government Officials and Department Heads. Public Safety Communications personnel will then be directed to notify the duty, or on call, Facilities Management staff to set up the EOC.

3. Initially, designated on-call SLFD (Chief 2) and SLPD (on-call Police Lieutenant) will respond to the EOC and, in communication with their respective personnel, determine those additional departments needing to contribute representatives and make the necessary notifications. All Department Heads/Executive Team members will be notified of an EOC activation.

4. The extent of the activation and degree of control the EOC assumes of the situation depends of the type and scope of the emergency. Any official with authority to activate the EOC may specify activation of only specific members of the EOC. Adjustments can be made later to fit the situation.

C. EOC Operation

1. The Mayor, or designee, serves as director of the EOC and has overall emergency control of all necessary government emergency functions within its jurisdiction.

2. The EOC should include representatives of all major functions addressed in this EOP (fire and rescue, law enforcement, public works, health and medical, communications and warning, etc.) that are reasonably expected to be needed in this event.

3. Functional or department heads in the EOC support their on-scene operations; facilitate communication; obtain equipment and personnel; document expenditures; and provide technical advice and expertise.

4. The EOC must be prepared to operate 24 hours a day during the period of emergency and initial recovery phase. Shift operation must be established, with appropriately trained personnel from each department available for subsequent Operational Periods.

5. If the active EOC is destroyed, severely damaged or isolated by loss of communications, direction and control of emergency management will switch to an alternate EOC. This could be the designated alternate EOC, another jurisdiction's EOC, or another suitable location not subject to the forces that incapacitated the primary EOC.

6. Of almost equal importance is the continuity of direction and control of other essential functional areas (e.g. fire/law enforcement services and public works).

a. Each emergency response function, or department, must ensure the best possible protection for its dispatch/functional control center.
b. Functional SOP's should spell out the procedures for an alternate control center in the event the primary is put out of commission.

V. ORGANIZATION AND RESPONSIBILITIES

Responsibilities by Function

A. Elected Officials (Mayor, Council Members, Department Heads, etc.):

1. Exercise overall responsibility. Although the Mayor has *final responsibility* for emergency response, he/she should designate a qualified individual (normally the City Manager) to coordinate the overall response.
2. Approve release of emergency public information.
3. Coordinate with elected officials of other neighboring jurisdictions.
4. Designate personnel to fill positions described below.

B. City Manager

1. Unless the Mayor designates someone else, the City Manager will direct overall emergency response from the EOC and coordinate efforts between the EOC staff and on-scene responders.
2. Immediately initiates the keeping of a significant events log to record key disaster related information such as casualties, damage, response steps, etc. Collects inputs from each function for the log.
3. Ensures the appropriate display of essential information (risk area, number of evacuees, damage assessment, response resources, etc.) for use in planning/response and for the briefing to members of the policy group.
4. Coordinates the analysis of reported information from all sources and functions to anticipate potential problems and determine preventive actions.
5. Shall designate a Public Information Officer.
6. Provides advice and conducts briefings for senior policy makers regarding the emergency.
7. Ensures staffing of EOC.

C. Fire Chief (or designee):

1. Assists the City Manager in managing the EOC or acts as the EOC manager, if so designated.
2. Interfaces with county, state, and federal emergency management officials.
3. Oversees the preparation of reports for the State EOC and other authorized agencies.
4. Acts as resource for information regarding logistics, operations, or planning during an incident.

D. Police Chief (or designee):

1. Designated as Law Enforcement, Communications and Warning Officer.
2. Coordinates law enforcement activities during a disaster.
3. Ensures continued communications capabilities between EOC and field personnel.
4. Ensures that citizens and agencies are warned of hazardous circumstances by all available means of public address.
5. Provides security for the EOC while it is open.
6. Directs evacuation activities, if initiated. This includes evacuation of all nursing homes, hospitals and jails within the affected area.

E. Assistant Fire Chief (or designee):

1. Directs fire and rescue operations.
2. Coordinates with other response agencies in the emergency medical treatment and transportation of injured persons.
3. Assists in providing warnings to the public.
4. Assists in evacuation, if necessary.

F. Public Works/Community Development Representatives:

1. Coordinates restoration of essential services.
2. Assists in developing, locating and allocating equipment and resources in support of field operations.
3. Establishes priority of debris removal.
4. Begins damage assessment (Building Official) and documentation of disaster activity.
5. Obtains public transportation as necessary.
6. Assists in rescue of trapped victims.

G. Public Information Officer:

1. Assists the Elected Officials and EOC staff in media relations and public service announcements.
2. Develops press releases and receives approval for release of information from the Chief Elected Official.
3. Establishes rumor control procedures.
4. Presents information briefings to media representative

H. Fire Captain on duty (Fire):

1. Coordinates with health care facilities and state assistance agencies for the care and treatment of injured persons during disaster situations.
2. Establishes triage centers near the disaster and coordinate treatment of injured.
3. If necessary, uses clinics, urgent care centers, and other temporary facilities to develop an emergency medical care capability.

I. Parks and Recreation Representative:

1. Open The San Luis Public Library to be used as Reception Center (temporary shelter and evacuee registration) if necessary.
2. Coordinates with other departments to facilitate manpower and equipment needs.

J. American Red Cross:

1. Establishes congregate care facilities (feeding and lodging) after disasters.
2. Establishes Disaster Assistance Center, if necessary.
3. Provides food, water, and other support services to response personnel. L. All Other L.

L. All other Department Heads and Coordinators

1. Prepare to provide full logistic support to EOC staff, field response personnel, shelter personnel, etc. during emergency operations.

VI. ADMINISTRATION AND LOGISTICS

A. Each Department is responsible for designating appropriate personnel for staffing of the Emergency Operations Center. The San Luis Police Department in cooperation with the San Luis Fire Department will ensure the EOC's operational readiness. The San Luis Police Department will maintain the Mobile Command Center for Homeland Security Incidents, as it serves the same purpose for their operations.
B. The City Manager in coordination with the Fire Chief will designate secretarial/clerical personnel who will serve in the EOC during emergencies as recorders, plotters, analysts, etc.
C. Situation reports, local disaster declarations, increased readiness reports, damage assessment reports, and others deemed necessary will be channeled to the state EOC by the Fire Chiefs.

VII. PLAN MAINTENANCE AND DISTRIBUTION

A. Responsibility for maintaining and updating this section belongs to the City's Emergency Management Director (Fire Chief or designee).
B. This section will be updated as needed and reviewed annually.

VIII. ATTACHMENTS

Appendix 1 Sample City Emergency Resolution

APPENDIX 1

CITY EMERGENCY RESOLUTION
(Sample)

WHEREAS, the unusually strong flooding of _____ , 200_ , and the fires there from have caused the death and injuries of _____persons and extensive damage or destruction to private property and to the many public facilities, streets, and roads of the City of San Luis and;

WHEREAS, the floods have resulted in a condition of extreme peril to the health and safety of many citizens; and

WHEREAS, the Mayor of the City of San Luis is authorized by resolution to declare a Local Emergency;

NOW, THEREFORE, it is hereby declared that an emergency now exists in the City _____ and;

It is further ordered that during the existence of said emergency, local government agencies assigned emergency roles in the City of San Luis Emergency Operations Plan are an Emergency Organization and the City of San Luis Emergency Operations Plan is hereby activated and in effect until further notice.

DATE: _____ _____

Mayor

SECTION "B"

COMMUNICATIONS AND WARNING

I. PURPOSE

A. To establish and maintain a citywide warning capability on a 24-hour basis. To receive and communicate timely warnings to appropriate officials and to the general public concerning actual or potential emergency/disaster conditions.
B. To develop and maintain a communications network capable of supporting countywide disaster operations which uses all available public and private communications systems within the county.

II. SITUATION

A. San Luis's primary communications system is composed of commercial telephones, cellular telephones, and two-way radio systems in use by many jurisdictional functions (police, fire, public works, etc.).

1. The primary warning point for the City Of San Luis is the Public Safety Communications Center (9-1-1 Dispatch) located at the San Luis Police Department, 1030 E. Union Street.

2. The Public Safety Communications Center is manned 24 hours a day, 7 days a week. It has emergency back-up power and can disseminate inter- agency warning information throughout the county.

2. A back-up Emergency Communications Center is available at any Yuma County Agency Center and log in at any given console with our agency specific credentials. This can be used when the 9-1-1 system is still functional but the primary Public Safety Communications Center has been damaged or evacuated.

B. Amateur radio ("Ham") operators, citizen band ("CB") radios, and two-way radio systems belonging to the various private utilities and major corporations (telephone, cable TV, electric, natural gas, etc.) may be used to back-up the existing communications networks under emergency conditions.

C. An Emergency Alert System utilizes FCC mandated commercial broadcast capabilities to override local radio station broadcasts and send print messages ("crawlers" across the screen) via television stations. The National Weather Service is the contact for this system. Weather watches and warnings are automatically transmitted, but the system can also be used for other emergency who purchase receivers are also able to receive warnings on the NOAA radio frequencies.

D. The City of San Luis maintains the capability through the social networking site "Twitter" to send out emergency notifications direct to internet accounts and cell phones to persons who have signed up to "follow" this service.

E. Backup warning capabilities depend upon non-EAS radio and television broadcasts, mobile sirens, mobile PA systems, horns and other devices for warning and disseminating information. This may also include door to door notifications by first responders.

III. ASSUMPTIONS

A. Communications capabilities are a vital part of any response / recovery situation.
B. The general public must be warned of hazards.
C. An effective disaster warning system has great potential for saving lives and reducing injuries.

IV. CONCEPT OF OPERATIONS

A. Warning

1. Notification of hazardous situations/potential disasters may come from a number of sources. These sources include private citizens, responding fire, police, or public service personnel, the Integrated Public Alert and Warning System (IPAWS), the "Weather Wire" of the National Weather Service, major news services, state or federal agencies, industries, and utilities.
2. The National Weather Service in Phoenix, AZ issues severe weather warnings, watches or other emergency information for Yuma County via NOAA Weather Radio.
3. The National Warning Center (NAWAS) may issue warnings of potential peacetime disasters but its main purpose is dissemination of wartime enemy attack warnings.

B. Warning Dissemination

1. Fire, law enforcement, and emergency management officials are responsible for initiating warning procedures in accordance with standing operating procedures. Who initiates the warning is dependent upon the responding agency, but the senior officer on duty must approve the decision.
2. Depending on the characteristics of the emergency/disaster and size of the population in the area threatened, one or more of the facilities and techniques listed in the "Situation" section above should be utilized.

3. Whenever possible, warnings should be made in Spanish as well as in English.
4. The handicapped, hearing impaired and elderly must be notified by special means. Bilingual "crawl" messages on television must currently be initiated by the broadcast stations. Door-to-door notifications are the most readily available method for notifying these special populations. A voluntary "Special Needs" registration list is integrated into electronic mapping available to first responders and can aid first responders assigned to door-to-door notifications. Radio and TV broadcasts should ask those persons knowing hearing impaired, handicapped, and elderly, to make individual contact.

C. Communications

5. The Public Safety Communications Center will act as the primary communications hub during emergency situations.
6. During emergencies, all communication systems (two-way radios, telephones, and public broadcasts) may be used to coordinate the response.
7. Mobile units of city departments, public utilities and private corporations may be tasked to report damage, needed assistance and other information pertinent to the situation. In extreme emergencies companies will be asked to provide 24-hour operation.
8. Amateur ("Ham") radio operators will be organized to assist jurisdictions during a disaster or emergency. A local network (Yuma Auxiliary Communications Service/YACS) has been established for amateur operators to assist the EOC in the event of an emergency situation where other radio communications have failed.

D. Communication Protection

1. Public safety organizations are capable of operating without normal electrical power and rely on emergency generators to supply basic electrical needs.
2. Arrangements have been made with the telephone companies to place the highest priority on maintenance and restoration of service to the Emergency Operations Center, functional control centers, and other vital facilities.

V. ORGANIZATION AND RESPONSIBILITIES

A. The City of San Luis chief law enforcement officer (or their designee) will serve as its Communications and Warning Officer.
B. The Public Safety Communications Center will notify its fire, law enforcement and emergency management officials in the event of a disaster.
C. Multi-jurisdictional events must involve notification of all responsible agencies and will be coordinated as outlined in Section A.

VI. ADMINISTRATION AND LOGISTICS

A. The San Luis Police and Fire Departments are responsible for maintaining its warning and communications systems.

B. The Police and Fire Departments are responsible for establishing standing operating procedures for the use of its warning systems, vehicle sirens, loud speakers and in person contacts for notification purposes.

VII. PLAN DEVELOPMENT AND MAINTENANCE

A. Responsibility for maintaining and updating this section rests with the

Communications and Warning Officer or their designee.

B. This section will be updated as needed and reviewed annually.

SECTION "C"

EMERGENCY PUBLIC INFORMATION

I. PURPOSE

To establish procedures for rapid dissemination of emergency public information and to outline the resources available. During an emergency or disaster, local government is responsible for keeping the public informed of the situation as it develops.

II. SITUATION

A. Eight local commercial radio stations, eight television stations (4 commercial and 4 public access), and two newspapers serve Yuma County. All of these are avenues for the dissemination of public information (at least one of each media is Spanish language).
B. The City Of San Luis, The San Luis Fire Department and the San Luis Police Department each have full time Public Information Officers trained in providing information to the public.

III. ASSUMPTIONS

A. Public information/education prior to an emergency is of utmost importance.
Many disasters strike without sufficient time to instruct the public as to life and property saving measures. The public must be informed of protective measures individuals may take in event of a flood, tornado, hazardous materials spill, etc. prior to and during an actual event.
B. The cooperation of the local news media is essential in disseminating emergency information and instructions to the public, and in minimizing rumor and misinformation in event of a disaster.
C. Ensuring media representative's access to accurate information during a major local disaster will require the attention of a designated Public Information Officer (PIO).

IV. CONCEPT OF OPERATIONS

A. Direction and Control

1. The control and release of information to the public is the duty of the Public Information Officer (PIO).
2. The PIO is subordinate to the direction and control element of the jurisdiction, reporting directly to the EOC Director and coordination with the Incident Commander in the field.
3. The direction and control element determines if a PIO is appropriate, depending on the nature of the disaster and extend of media coverage.

B. Coordination of Public Releases

1. It is imperative that releases to the public and media be made from a single official point, usually the PIO. It is essential to have local jurisdiction approval of the information released (with direction and control agreement). Conflicting information released by different officials or jurisdictions confuses the public, leads to rumors, and may cause adverse public reaction.
2. Public releases will normally be approved at the highest jurisdictional level actively involved in the disaster.

V. ORGANIZATION AND RESPONSIBILITIES

A. Organization

In most emergency situations a single Public Information Officer (PIO) can cover all public information actions. For a large-scale disaster, a PIO staff or the establishment of a Joint Information System/Center (JIS-JIC) may be required.

B. Responsibilities

1. Public Information Officer

a. Develop the capability for immediate release of emergency instructions and information to the public through all available media.
b. Consideration for public information releases being available for non-English (primarily Spanish) speaking persons.
c. Consideration of those who are hearing impaired or visually impaired, by repeating information in more than one type of media.
d. Obtain updates from various EOC representatives and keep the news media updated on the most current and accurate information concerning the emergency/disaster.
e. Conduct situation briefings for visitors, media, etc., as appropriate.
f. Conduct tours of the disaster area when and if appropriate.
g. Arrange interviews with key personnel, when requested by the media, if possible to do so without interfering with disaster operations.
h. When necessary, provide emergency instructions to the public through all means available concerning in-place protection or evacuation procedures.
i. Establish a location with telephone communications where relatives can call about disaster victims or missing persons.
j. Provide the public educational materials pertaining to potential hazards. Include materials that explain first aid, self-help actions and other survival measures.
k. Establishment of a Joint Information System (or Center), as needed, to include determining operational periods of PIO responsibility and transfer of responsibilities.

VI. ADMINISTRATION AND LOGISTICS

As a part of the direction and control element, the PIO is assigned space in the EOC and provided the necessary communications, supplies and equipment.

VII. PLAN DEVELOPMENT AND MAINTENANCE

A. Responsibility for maintaining and updating this section rests with the jurisdiction's designated PIO.
B. This section will be updated as needed and reviewed annually.

VIII. ATTACHMENTS:

Tab 1 Radio, TV, Social Media and Newspapers Serving Yuma County.

RADIO STATIONS SERVING YUMA COUNTY

Station	City	Frequency	Telephone
KTTI	Yuma	95.1 FM	928-344-4980
KYJT	Yuma	100.9 FM	928-344-4980
KLJZ	Yuma	93 FM	928-782-4321
KCFY	Yuma	88.1 FM	928-341-9730
KAWC	Yuma (AWC)	1320 AM	928-344-7690
KBLU	Yuma	560 AM	928-344-5258
KJOK	Yuma	1400 AM	928-782-4321
KCEC (Spanish)	Yuma	104.5 FM	928-782-5995

TV STATIONS SERVING YUMA COUNTY

Station	City	Programming Hours	Telephone
KSWT (Ch 13)	Yuma	24 hours	928-782-5113
KYMA (Ch 11)	Yuma	24 hours	928-782-1111
KECY (Ch 9)	Yuma	24 hours	928-539-9990
KESE (Ch 34)	Yuma	24 hours (Spanish)	928-539-9990
Yuma City (Ch 73)	Yuma (Cable)	24 hour	928-373-5000
KVYE (Univision)	Yuma-El Centro	24 hour (Spanish)	760-482-7777
Yuma County(Ch 77)	Yuma (Cable)	24 hour	928-373-1111
AWC (Ch 74)	Yuma (Cable)	24 hour	928-317-6000

SOCIAL MEDIA

https://www.facebook.com/cityofsanluisaz

https://www.sanluisaz.gov/twitter

https://www.instagram.com/city_of_sl/

NEWSPAPERS SERVING SAN LUIS/YUMA COUNTY LOCAL AREA

Publication	Circulation	Location	Phone	Frequency
The Sun	County-wide	Yuma	928-783-3333	Daily
Bajo El Sol	County-wide (Spanish)	San Luis	928-627-5025	Weekly

SECTION "D"

LAW ENFORCEMENT

I. PURPOSE

A. To insure the safety of all citizens and protect public and private property.
B. To provide for the maintenance of law and order during emergencies or disasters.
C. To provide protection for essential industries, supplies, and facilities.

II. SITUATION

A. There are at least seventeen law enforcement agencies represented in Yuma County: four municipal, one county, two state (Department of Public Safety and Arizona Game and Fish), two tribal (Quechan and Cocopah), seven Federal (FBI, DEA, TSA, Customs, USBP, and NIS/PMO at MCAS) and one private (Union Pacific).
B. Additional Arizona Department of Public Safety and selected federal law enforcement agencies can be utilized to supplement local law enforcement if necessary.
C. San Luis, Somerton and City of Yuma Police Departments and the Sheriff's Office operate dispatch centers which, in an emergency, serve as emergency control centers to manage each agency's resources and response personnel. Each dispatch center operates on a 24-hour basis.

III. ASSUMPTIONS

A. Law enforcement officers are among the first to be notified of and respond to an emergency or disaster. Critical information regarding the situation must be transmitted to appropriate personnel for EOC activation and plan implementation.
B. Uniformed officers are highly visible symbols of authority and initially assume direction and control at a disaster scene until properly relieved or reassigned.
C. It is essential that the Incident Command System be utilized by all first responders and that Unified Command be implemented early in a multi-agency event.
D. When an event impacting the City of San Luis has exceeded or has the potential to exceed available resources, the Public Safety Duty Commanders () will communicate with each other and determine if opening the City of Yuma's EOC is appropriate.

IV. CONCEPT OF OPERATIONS

A. The department will maintain procedures for notification/recall of all personnel, including reserves if needed, in event of an emergency or disaster situation.
B. The Public Safety Communications Center will maintain contact with the EOC to facilitate response and rescue.

C. Initially, designated on-call SLFD (On Duty Captain) and SPD (On Duty Lieutenant) personnel will respond to the EOC and, in communication with their respective Department Heads, determine those additional departments needing to contribute representatives and make the necessary notifications.
D. The chief law enforcement officer or their designated representative reports to the EOC during an emergency to assist decision makers and coordinate law enforcement response.
E. Field units furnish essential information on casualties, observable damage, evacuation status, exposure levels, etc., to the departmental dispatch center for relay to the EOC for plotting, analysis and reporting.
F. Law enforcement personnel support emergency response and recovery operations by maintaining security and limiting access at disaster locations.
G. During evacuation and other emergencies, law enforcement personnel direct door- to-door notifications, establish traffic control and assist evacuees in relocating. They are also responsible for selecting evacuation routes and alternates, when necessary.
H. Other duties include security at reception centers, shelter and feeding facilities, triage areas and hospitals, and providing warning and evacuation information.

V. ORGANIZATION AND RESPONSIBILITIES

A. The Police Chief is the law enforcement coordinator for emergency operations (This function will be performed by a unified command when an incident involves two or more jurisdictions).
B. The senior law enforcement officer will use the Incident Command System (ICS) at a disaster scene to coordinate actions of response agencies and establish a chain of command.
C. The law enforcement coordinator ensures security of the disaster area (and other evacuated areas) to protect private and public property.

VI. ADMINISTRATION AND LOGISTICS

A. During disasters, a work schedule must be implemented which provides personnel sufficient rest while maintaining operational capability.
B. EOC staff will provide logistical support to field personnel. This includes food, water, fuel, communications, and emergency power.

VII. PLAN MAINTENANCE AND DISTRIBUTION

A. Responsibility for maintaining and updating this section rests with Police Chief or their designee.
B. This section will updated as needed and will be reviewed annually.

SECTION "E"

FIRE AND EMERGENCY MEDICAL SERVICES

I. PURPOSE

To provide fire and emergency medical protection during disaster situations. To organize the capabilities of all fire and rescue services in the City of San Luis when needed.

II. SITUATION

A. Yuma, Somerton, San Luis, and Wellton maintain their own fire departments. Rural Metro Corporation services Yuma County's unincorporated areas.
B. The City of San Luis Public Safety Communications Center receives 9-1-1 emergency calls and is the dispatch center for the San Luis Fire and Police Departments. Rural Metro maintains a 24-hour dispatch center, however, 911 calls from unincorporated areas (and Wellton) are routed through the Yuma County Sheriff's Office dispatch center.
C. Mutual Aid agreements between fire departments within Yuma County specify mutual response to emergencies occurring in incorporated jurisdictions (Somerton, San Luis, and Wellton).
D. Written agreements for mutual aid will be maintained with Marine Corp Air Station (MCAS) Yuma, Yuma Proving Ground, and Bureau of Land Management.

III. ASSUMPTIONS

The San Luis Fire Department personnel perform a wide variety of duties, all of which are essential in a disaster situation. These tasks include fire suppression and prevention, damage assessment, technical rescue, extrication, emergency medical services, hazardous materials abatement, water rescues/recoveries, and more.

IV. CONCEPT OF OPERATIONS

A. The department maintains procedures for notification/recall of all personnel in event of an emergency or disaster situation.
B. The Fire and EMS Coordinator reports to the EOC during a major emergency to assist decision makers and coordinate fire and EMS operations.
C. Field units furnish information on casualties, damage, exposure levels and status of rescue operations to the communications center for relay to their EOC for plotting, analysis and reporting.

V. ORGANIZATION AND RESPONSIBILITIES

A. The City Manager appoints a knowledgeable person to act as Fire and EMS Coordinator (Fire Chief or designee) for emergency operations. Operating from the EOC, he/she allocates equipment and personnel to the location(s) of greatest need.
B. The senior fire official at a disaster scene coordinates actions of firefighters (under the Incident Command System) to cope with the disaster. These activities include firefighting, rescue, emergency medical care, hazardous materials abatement, evacuation, and other similar duties.
C. The Fire and EMS Coordinator establishes/maintains mutual aid agreements with surrounding jurisdictions to maximize support available in a localized emergency.
D. Each fire department supports its own community but is ready to work with others to cope with a disaster.
E. Firefighters train in rescue operations and assist in search and rescue missions

VI. ADMINISTRATION AND LOGISTICS

A. EOC staff provides logistical support to departmental or station personnel during major emergencies. This includes water, food, fuel, communications and emergency power to fixed facilities.
B. During disasters, a work schedule must be implemented which provides personnel sufficient rest while maintaining operational capability.

VII. PLAN MAINTENANCE AND DISTRIBUTION

A. Responsibility for maintaining and updating this section rests with the Fire Chief or their designee.
B. Update and review this section as needed but at least annually.

SECTION "F"

HEALTH AND MEDICAL

I. PURPOSE

A. To provide transport and treatment of injured in a large-scale disaster.
B. To manage the disposition of large numbers of dead.
C. To control disease through sanitation and the prevention of water and food supply contamination during disaster response and in a post-disaster environment.

II. SITUATION

A. One full-service hospital, the Yuma Regional Medical Center (YRMC), serves Yuma County. San Luis Walk In Clinic in San Luis also provides care to walk-in patients.
B. There are two pharmacies located in or adjacent to the City of San Luis. They provide the major local source of back-up medical supplies.
C. The San Luis Fire Department is the primary EMS and ambulance transport service in the City of San Luis.
D. Air ambulance service is provided by private and military carriers. Both helicopters and fixed wing aircraft are available.
E. The Yuma County Health Department administers health protection services to City of San Luis residents in addition to the rest of Yuma County.
F. The Medical Examiner provides coroner and morgue service. Yuma County is also served by five funeral homes (three located within the City of Yuma).

III. ASSUMPTIONS

A. This section addresses mass casualty disasters that cause so many casualties or fatalities that available local medical, health and mortuary capabilities are exceeded.
B. If the mass-casualty disaster is localized (i.e., not state-wide or nationwide) medical assistance from adjoining locales and state resources may be provided.
C. If the mass-casualty disaster is state-, region- or nation-wide, outside assistance cannot be counted upon, and the county must organize all of its medical and mortuary capability, both public and private.

IV. CONCEPT OF OPERATIONS

A. The Mayor, City Council, and City Manager of the City of Yuma (as well as the Board of Supervisors of Yuma County, and County Administrator) are vitally concerned and involved with the health of the population and with providing adequate medical care in event of disaster. They monitor medical needs closely through the EOC and assist the Fire and EMS Coordinator in getting assistance from other departments/jurisdictions and private practitioners.

B. The Health and Medical Coordinator is designated by the Fire Chief based on the needs and scope of the emergency, and works closely with the Health Department and YRMC.

C. In an emergency or disaster, YRMC will provide complete emergency hospital services. The urgent care clinics within the county will provide medical care to the extent their facilities, equipment and personnel capabilities allow.

D. In a mass-casualty disaster it may be the best use of trained medical personnel to have Emergency Medical Service ambulance crews perform triage duty on-scene, and assign non-medically trained personnel to transport the less seriously injured to hospitals or treatment centers. Public works vehicles, school buses and general- purpose vehicles may have to be used to transport the injured.

E. The American Red Cross is able to provide volunteer assistance. The majority of Red Cross resources are stationed throughout the United States, so response time must be considered.

F. Following the initial stabilization of casualties during a major disaster, Health Department attention must concentrate on community health and disease vector control. Provisions will be established to inoculate individuals, if warranted by the threat of disease.

V.ORGANIZATION AND RESPONSIBILITIES

A. General

1. The Health and Medical Coordinator will assist in the assignment of personnel to medical centers and field teams to work disaster sites, triage areas, clinics and other medical facilities.
2. All medical releases and public health warnings and announcements will be released through the EOC and Public Information Officer.

B. Specific Responsibilities

1. The Health and Medical Coordinator directs medical and health response to a mass-casualty disaster from the EOC.

The Coordinator will:

a. Designate public and volunteer private medical personnel to perform key supervisory roles in event of mass- casualty disaster.

b. In a disaster, ensure a designated medical official establishes and assumes charge of an on-scene medical command post that will:

1. Establish a triage area.
2. Provide a holding area for those requiring immediate, on-scene treatment.
3. Provide a staging area for those requiring transport to a hospital and priority for transportation.
4. Work with the on-scene commander through the Incident Command System (ICS).

c. Ensure ambulance and other patient transport to the on-scene medical command post.

d. Coordinate with receiving hospitals.

e. Coordinate air-ambulance service.

f. Establish procedures to identify the injured, and maintain a record showing type of injuries, condition, treatment and location (hospital) to which sent.

g. Assign medical staff to reception and care locations if evacuation or relocation occurs.

h. Coordinate with the medical examiner's office to address issues involving the deceased.

i. Establish and operate emergency medical care centers for essential workers in evacuated area following evacuation of general public.

2. The ambulance services will:

a. Respond to a major disaster with all available ambulances.

b. Recall off-duty EMS trained personnel and assign them to the triage center or as otherwise specified by the Health and Medical Coordinator in the EOC.

c. Maintain filed communications and coordination with other response forces, and communications with their parent organization.

3. **Yuma Regional Medical Center will:**

a. Implement disaster plans.

b. Provide medical guidance, as needed, to ambulance crews/EMS personnel operating field triage, collection or treatment centers.

c. Recall all staff, as needed, and provide medical personnel, supplies and equipment within the county as the EOC requests.

d. Provide necessary logistic support for food, water, supplies, instruments, emergency power, communications, fuel, etc. for staff, patients and response personnel at the hospitals.

4. The Yuma County Health Department will:

a. Monitor, evaluate and correct environmental health risks or hazards.
b. Inspect food, water, medicine and other consumables for purity.
c. Coordinate with the water, public works, and/or sanitation departments to ensure available potable water, effective sewage system, sanitary garbage disposal and removal of dead animals.
d. Inspect sources of possible contamination.
e. Provide preventive health services including epidemiological surveillance, quarantine, control of communicable diseases, control of vectors (such as flies/rodents) and mass immunizations.
f. Monitor food handling and mass feeding sanitation service in field and emergency facilities, and increase monitoring of commercial feeding facilities.
g. Mobilize local veterinarians to assist in public health services, if necessary.

5. Medical Examiner for Yuma County will:

a. Coordinate local resources used for the collection, identification and disposition of deceased persons and human tissue.
b. Select qualified personnel to staff temporary morgue sites.
c. Determine cause of death.
d. If necessary, coordinate with the Health Department on the location of mass-burial sites, and with the public works department for earth moving equipment support.
e. Protect the property and personal effects of the deceased.

f. Coordinate with the American Red Cross, ensuring relatives are notified.
g. Maintain a record of each deceased, cause of death, personal possessions and burial site if the remains were not released to relatives.

6. Support Services

a. The American Red Cross will:

1. Assist in providing for emergency workers and patients at field sites and temporary hospital facilities.
2. Provide coordination in obtaining and maintaining blood products.
3. Provide assistance for the handicapped, elderly, orphans and children separated from parents.
4. Assist in notification of next-of-kin of injured and deceased.

b. Mental Health Agencies will:

1. Provide professional psychological support to victims and personnel involved in a disaster.

c. Other

1. All government departments will provide transportation for medical personnel, patients, medical supplies and equipment as able.
2. The patient population in nursing homes and other health care facilities will be reduced to extent possible in event of evacuation or mass-casualty disaster. Continued care must be provided for those who cannot be evacuated.

VI. ADMINISTRATION AND LOGISTICS

A. Yuma Regional Medical Center will provide necessary drugs, medical supplies and equipment to on-scene treatment centers and coordinate medical re-supply for all facilities.
B. Re-supply difficulties and shortages will be reported to the Health and Medical Coordinator at the EOC for resolution.
C. Medical facilities and personnel will be included in disaster exercises in order to test and practice the implementation of this annex.

VII. PLAN MAINTENANCE AND DISTRIBUTION

A. Responsibility for maintaining and updating this section rests with the Fire Chief or designee.
B. This section will be updated as needed and reviewed at least annually.

VIII. ATTACHMENT:

Tab 1 Health and Medical Resources

SECTION "F" - Tab 1
HEALTH AND MEDICAL RESOURCES

Hospitals and Urgent Care Centers:

Name	City	Address	Telephone Number
Yuma Regional Medical Center	Yuma	2400 S. Ave. A	928-344-2000
San Luis Walk-In Clinic	San Luis	1896 E. Babbitt Ln	928-722-6122
San Luis Urgent Care	San Luis	1233 N. Main St	928-550-5514
YRMC Primary Care	San Luis	845 E. B St	928-336-2055
Sunset Medical Clinic	San Luis	815 E Cesar Chavez Blvd	928-627-3822

Nursing Homes:

Name	City	Address	Telephone Number
Grace's Place	San Luis	447 E. Villa St	928-248-2192
Los Alamos Assisted Living Home	San Luis	2671 E. Edias St	928-248-2192

Pharmacies:

Name	City	Address	Telephone Number
Wal-Mart Pharmacy	San Luis	1613 N. Main St	928-722-7278
Santa Teresa Pharmacy	San Luis	1896 E. Babbitt Ln	928-328-1000
Sunset Medical Clinic	San Luis	815 E. Cesar Chavez Blvd	928-373-5757
Wal-Mart Pharmacy	Yuma	2900 S. Pacific Ave	928-341-1288
Wal-Mart Pharmacy	Yuma	8151 E. 32nd St.	928-344-6175
Sav-on Pharmacy (Albertsons)	Yuma	2378 W. 24th St.	928-343-2311
Walgreens	Yuma	2491 W. 24th St.	928-341-0589
Walgreens	Yuma	3121 S. 4th Ave.	928-344-0350
Walgreens	Yuma	1150 W. 8th St.	928-783-6834
CVS Pharmacy	Yuma	1450 S. Yuma Palms Pkwy	928-343-7466
CVS Pharmacy	Yuma	1555 S. Ave. B	928-819-0208
CVS Pharmacy	Yuma	2800 S. 4th Ave.	928-344-2341
St Francis Pharmacy	Somerton	950 E. Main St	928-246-6071
Sunset Community Health Center	Somerton	115 N. Somerton Ave.	928-627-1607

Funeral Homes/Mortuaries/Crematories:

Name	City	Address	Telephone Number
Johnson Mortuary	Yuma	1415 S. 1st Ave.	928-782-4384
Funeraria Del Angel	Yuma	795 W. 28th St.	928-344-0000
Yuma Mortuary	Yuma	775 S. 5th Ave	928-782-9865
Sunset Vista Funeral Home	Yuma (Foothills)	11357 E. 40th St.	928-342-2800
Desert Valley Mortuary	Somerton	138 N. Ave. B	928-627-7600

SECTION "G"

PUBLIC WORKS

I. PURPOSE

To provide for continuation or restoration of those public services essential to basic human needs.

II. SITUATION

A. The City of San Luis has a variety of public works departments (streets, utilities, water, sewer and fleet services).
B. Yuma County also has similar resources.
C. Several major construction and utility companies possess heavy equipment that could be of assistance in the event of a disaster.

III. ASSUMPTIONS

A. City maintenance crews and equipment will be used to provide assistance at the disaster site (debris clearance, road upgrading, damage assessment, etc.) and to assist with repair and restoration of essential services and vital facilities.
B. Yuma County and State personnel/equipment will augment city and county crews if a localized disaster exceeds available capabilities.
C. Contract crews and equipment may assist public works when necessary.
D. The timely and accurate assessment and reporting of public and private property damage will serve as a basis for response and recovery operations. Properly accomplished and documented, it also serves as the basis for receiving state disaster assistance funds.

IV. CONCEPT OF OPERATIONS

A. The Public Works Director (PWD) operates from the EOC during an emergency to coordinate damage-limiting actions, assist in rescue, participate in damage assessment, and direct recovery activities.
B. The PWD gathers all public and private heavy equipment as needed to respond to the disaster.
C. Major public works emphasis early in a disaster, or potential disaster, is directed towards limiting casualties through location, isolation, or shut down of damaged power, gas, and water lines, etc.
D. The next immediate priority centers on assisting in rescue operations, clearing roads for emergency response, using heavy equipment for rescue from collapsed buildings, etc.
E. Following rescue actions, public works priority shifts to damage assessment and short-term recovery actions to return vital life support systems to minimum operating standards (e.g., restoration of water supply).

F. Once the situation is stabilized, the public works function becomes ensuring that long-term recovery actions are planned and prioritized.
G. Throughout disaster operations, high priority is on emergency repairs to key facilities and to ensure ongoing command and control.

V. ORGANIZATION AND RESPONSIBILITIES

A. The Public Works Director (PWD) is usually the Director of Field Operations, streets, or utilities department. The PWD provides emergency/disaster public works assistance within the jurisdiction.
B. The PWD will develop and maintain a list identifying the availability of public and private earth moving and other specialized heavy equipment that could support rescue, response, and recovery operations.
C. The PWD will arrange agreements with local equipment maintenance companies for quick response to repairs of emergency equipment.
D. If the normal water supply is contaminated or disrupted, potable water will be furnished by other available means (tanker, portable bladders, etc.).
E. Hazardous structures will be inspected and those designated unsafe will be demolished.
F. Trash collection/disposal must continue to prevent health hazards.
G. The public will be kept informed of public works operations through the Public Information Officer at the EOC.

VI. ADMINISTRATION AND LOGISTICS

A. The PWD coordinates logistical support for food, water, fuel, emergency power, communications, etc. for its control center and for its response personnel during emergency operations.
B. All expenditures for man hours, equipment, etc. MUST be documented if State/Federal disaster assistance recovery/reimbursement funds are to be requested.

VII. PLAN DEVELOPMENT AND MAINTENANCE

A. Responsibility to maintain and update this section rests with the PWD or designee.
B. This section will be updated as necessary and reviewed at least annually.

SECTION "H"

RESOURCES AND TRANSPORTATION

I. PURPOSE

A. Resources. To determine the local extent of essential supplies such as food, water, shelter, beds and bedding, heating fuels, clothing and vehicle fuels; and to coordinate their procurement, storage, control and allocation in the event of a disaster.
B. Transportation. To identify various types of ground transportation available within the county, and establish procedures for its effective use in a disaster.

II. SITUATION

A. Food. Major retail grocery stores maintain less than a four-week supply of total foodstuffs at normal rates of purchase. The supply of perishables is far less, and without re-supply many popular foods would be gone well before less popular foods. Food supplies at convenience stores averages less than 10 days.
B. Water. The normal water supply is adequate to support all residents and evacuees. Disruption of the water extraction or distribution systems will result in shortages. There is limited bottled water available, but a major disruption of the supply will require use of water trailers. There are several surface reservoirs with ample supplies of non-potable water.
C. Shelter. There are a number of large capacity facilities such as school gymnasiums, which can be used to shelter people during a localized disaster. The Red Cross has identified several locations as primary shelters. None of the identified shelters have backup power capabilities. The San Luis Cultural Center and City Gym has been identified as the primary "reception center" for evacuees, prior to stand up of additional shelter facilities.
D. Beds/Bedding. Other than those in motel rooms, there is very limited availability of beds and bedding. Small numbers of beds and blankets are available from local furniture and department stores. The local Red Cross has no stock of beds or bedding.
E. Heating/Cooling. A disaster may disrupt gas and electrical distribution systems leaving large areas without fuel for furnaces or power for cooling. Cooling will normally be a much larger concern in the Yuma area.
F. Clothing. There is no local stock of clothing, other than that in retail stores.
G. Over-the-Counter Medicine. The supply of over-the- counter drugs available in drug stores and retail grocery stores is normally sufficient for up to a two week period unless a large number of evacuees arrive in the county. Medicines are addressed in the Health & Medical Annex, Annex F.
H. Transportation. There is adequate private transport available in the county. Public school busses are maintained by the school district. Agreements are in effect so that school busses can be used during a disaster situation. Other public vehicles (such as Yuma County Area Transit-YCAT) may be used in localized evacuations, flooding, etc. Local bussing, trucking, and rental companies may have vehicles available in time of an emergency.

I. Vehicle Fuels. Severe shortages may be caused by distribution problems. Electrical outages may result in inaccessible in-ground fuel storage reserves. Limited above ground storage exists at public works facilities.

III. ASSUMPTIONS

A. Panic buying and hoarding in anticipation of a major disaster may require City government action to set rationing or sales restrictions.
B. An abundance of potential care and feeding space exists. The American Red Cross will normally establish shelter facilities.
C. Transportation resources would be needed most in addressing the needs of the handicapped, elderly and disabled, for evacuation or relocation.

IV. CONCEPT OF OPERATIONS

A. The Resources and Transportation Coordinator constantly assesses the potential need and availability of transportation and resources, coordinates actions to correct anticipated shortages, and informs the EOC of any anticipated major deficiencies requiring ordinance action (rationing, purchase limitations, etc.).
B. Maximum use will be made of publicly owned vehicles to meet transportation need.
C. When additional resources are required, the Resources and Transportation Coordinator will seek them from adjoining jurisdictions, if possible.

V. ORGANIZATION AND RESPONSIBILITIES

A. A Resources and Transportation Coordinator (RTC) will be designated to perform the duties and manage the responsibilities outlined herein.
B. The RTC will compile a list of multi-purpose and special purpose vehicles for use in an evacuation.
C. Coordination with the School District will establish guidelines for the types and scope of emergencies for which school buses will be made available to the EOC for disaster transportation use.
D. The RTC will immediately notify the American Red Cross of anticipated shelter needs if evacuation of an area appears necessary.
E. The establishment of curfews, rationing, sales limits, closing of businesses, commandeering of vehicles and facilities, etc., will be attempted through voluntary compliance. If additional action is necessary to enforce compliance, appropriate emergency ordinances must be passed or proclamations made.
F. If civil disturbances are anticipated, industries and businesses storing explosives and liquid fuels should be warned to secure and protect their supplies. If the Board of Supervisors and City Council wish to stop or limit sales of such materials, and voluntary compliance cannot be obtained, an ordinance must be passed.

G. The RTC (in cooperation with the Public Works) will maintain a list of those public and privately owned water tank trucks, water trailers and other resources for hauling potable and non-potable water, which may be used in the event of a water system failure.

VI. ADMINISTRATION AND LOGISTICS

All materials, overtime, transportation, etc. used in support of a disaster must be itemized in accordance with the State of Arizona Emergency Response and Recovery Plan if State disaster assistance funds are requested.

VII. PLAN MAINTENANCE AND DISTRIBUTION

A. Responsibility for maintaining and updating this section rests with the Resources and Transportation Coordinator.
B. This section will be updated as necessary and reviewed at least annually.

SECTION "I"

EVACUATION

I. PURPOSE

A. To evacuate any part of the City of San Luis that may be in danger from a natural or man-caused disaster.

B. To provide temporary lodging, feeding and general welfare of persons forced to leave their homes due to any kind of emergency, disaster or precautionary evacuation in the City of San Luis.

II. SITUATION

A. There are numerous hazards that could result in a need to evacuate a portion of the City of San Luis. The most probable of these are loss of power during extreme heat, aircraft crashes, floods, hazardous material spills and fires.
B. Potential evacuation areas due to disasters include all populated areas. III.

I I I . ASSUMPTIONS

A. Some disasters occur slowly, providing ample time for warning and an orderly, well planned evacuation. Many types of disasters, however, occur so rapidly there is no time for evacuation preparation, and in the worst cases, not even time for warning.
B. Evacuation may be required at any time of day or night, and in any kind of weather. Maximum confusion and traffic congestion must be expected.
C. It is anticipated a large number of people would voluntarily evacuate upon being alerted of a potential problem or danger.
D. Some people will refuse to evacuate in spite of an obvious, life-threatening hazard.
E. In situations with little preparation time, evacuees will require maximum support in reception and shelter areas, particularly for food, bedding and clothing.
F. Most probable localized evacuations are short term in nature, with the majority arranging for their own shelter, with a "reception center" providing for most needs.
G. In any evacuation situation, those directing emergency operations must consider measures to address special needs populations. These people include the elderly, handicapped, nursing home and hospital patients, and prisoners in all the confinement facilities within the county.
H. The American Red Cross will select and manage shelters during evacuations. Evacuees will be housed in public-type buildings (i.e., schools, churches, etc.) and not in private residences.

IV. CONCEPT OF OPERATIONS

A. The Emergency Operations Center (EOC) will normally have been activated because of the primary hazard event.
B. The Mayor, or designee, will normally order evacuation due to natural or man- made hazards. In a situation where rapid evacuation is critical to the continued health and safety of the population, the on-scene command authority may order evacuation.
C. The EOC will insure evacuees are instructed to take with them bedding, cots (if available), rugged clothing, 72 hour supply of easily prepared foods, medical items, etc., if time permits.
D. All reasonable means of notification and warning will be used to instruct evacuees. Preparation instructions should be passed through the Public Information Officer when it first appears evacuation may be necessary.
E. Movement and Transportation of Evacuees:

1. Primary evacuation mode will be in private cars.
2. Law enforcement officials will select evacuation routes for a natural or man-caused disaster based on available access and conditions existing at the time.
3. If possible, two-way traffic will be maintained on evacuation routes to permit continued emergency vehicle access. Traffic control points will be located as needed for anticipated traffic volume and complexity of evacuation routes.
4. Rest areas may be necessary along the evacuation route and will be designated by the Police Chief or designee.
5. The Resource and Transportation Officer coordinates public transportation resources (i.e., school buses, public transport buses, church buses, vans and multi-purpose vehicles).
6. The evacuation of non-ambulatory patients from nursing homes will be coordinated by the ambulance services with assistance from other EMS resources as they are available.
7. The School Superintendent will evacuate Public Schools by school buses if necessary. However, if sufficient time permits, parents will be notified to pick up their children. This reduces the likelihood of separation of children and parents, and makes school buses available for other transportation needs.
8. Evacuating county prisoners is the responsibility of the Yuma County Sheriff. The Sheriff coordinates reception and shelter of prisoners at the facility they're going to. The Sheriff will also coordinate with other departments to assist in ensuring security of prisoners in route.
9. Impediments to evacuation may occur and plans for temporarily sheltering, feeding evacuees at a point in route should be made.

F. Essential industries (utilities) coordinate the numbers of their workers with the Shelter Coordinator, and identify those workers to the reception center. Those from the same industry will be housed in the same facility nearest their work location to permit ease in returning them to perform essential work. Each industry provides the necessary transportation to and from the risk area. If possible, families of essential workers will be housed with them.

G. The re-entry decision, and permission for evacuees to return, is made by the Mayor, or designee, after the threat has passed and the evacuated area is determined to be free of dangerous contamination. The area will be inspected by fire, law enforcement and utilities personnel for safety. Some specific re-entry considerations are:

1. The threat causing evacuation is completely over.
2. No contamination (or a safe level) exists.
3. Homes/buildings inspected to determine safety.
4. Determine the number of persons in shelters who require transport to their homes.
5. Determine long-term housing requirements.
6. Coordinate traffic control and movement.
7. Inform the public of proper re-entry actions such as cleanup and reactivation of utilities.

V. ORGANIZATION AND RESPONSIBILITIES

A. Evacuation Coordinator

The City Manager assigns this function to the appropriate law enforcement official. Among others, the Evacuation Coordinator works with the American Red Cross (ARC), Fire and EMS Coordinator, and Reception and Care Coordinator.

B. Law Enforcement

Determine primary and alternate evacuation routes, provide traffic and movement control, establish security in the evacuated area, and assist in warning the public. Establish parking and security at the reception, lodging and feeding centers.

C. Fire Department

Respond to hazardous material and fire incidents. Perform rescue, emergency medical care, and transport of individuals injured during an event. Provide on-scene control and advise executives on need for evacuation. Provide fire security in evacuated areas and assistance in warning the public.

D. Public Information Officer

Inform the public of evacuation requirements and actions, and provide them with other essential emergency information.

E. Public Works/Streets or Road Departments

Maintain evacuation routes and provide traffic control devices.

F. Resources and Transportation

Provide transportation for evacuees without private vehicles. Coordinate with ambulance service for transport of non-ambulatory persons and persons with special needs. Coordinate transportation from reception areas to shelters when necessary.

G. Essential Industries:

Must justify necessity to the EOC Director. Essential industries provide transportation for their workers to/from the industry and the shelter. They identify and transport out of the high-risk area those resources considered essential.

VI. ADMINISTRATION AND LOGISTICS

All transportation, man-hours and other costs associated with evacuations must be itemized in accordance with the State of Arizona Emergency Response and Recovery Plan.

VII. PLAN DEVELOPMENT AND MAINTENANCE

A. The designated Evacuation Coordinator is responsible for maintaining and updating this section.
B. Update this section as necessary and review at least annually.

SECTION "J"

RECEPTION AND CARE

I. PURPOSE

To determine actions and establish procedures necessary for the reception, care and protective sheltering of City of San Luis residents evacuated during any type of emergency.

II. SITUATION

A. Natural or Man-Caused Disasters

1. Hazards identified in the San Luis area could require the sheltering of portions of the population. A major hazardous materials accident along main highways is a distinct possibility. Range fires and flooding can also require evacuation. The most probable sheltering scenarios involve heat related emergencies during summer power outages.
2. Sheltering is desirable prior to an actual disaster. In many cases, post-disaster sheltering is required to house those who have lost homes.
3. Most recent population figures show a City of San Luis population of more than 35,000.

B. Shelter Resources

1. Disaster Shelters

a. The American Red Cross (ARC) selects and establishes agreements for shelter locations. Service to San Luis is provided through the Grand Canyon chapter of the ARC.
b. The Cesar Chavez Cultural Center (CCCC), 1015 N. Main St, operated by the City of San Luis Parks and Recreation Department, has been designated as the Reception Center for evacuees (or those otherwise needing shelter) to be initially directed to.
c. The San Luis City Gym (SLCG), 965 N. Park Ave, is an alternative Reception Center if the CCCC is not operational.
d. The Reception and Care Coordinator will coordinate shelter needs, locations and selection with the Advocate Resource Coordinator (ARC).
e. The ARC also provides shelter needs including beds, feeding, etc.
ARC stocks of beds, food, etc., but are not available locally and must be brought in. In some disasters, supply of these items may be delayed, and the county and municipalities may have to provide these to the best of their abilities.
f. The Reception and Care Coordinator works with the Resources and Transportation Coordinator to obtain these needed items.

2. In-Place Shelters

a. In-place sheltering (Section K) provides an alternate to establishing mass congregation sites.
b. This technique can be used in situations where warning time is not adequate, transportation is unavailable, or access to resources in houses is preferable.

3. Reception Center

a. Due to the unknown nature of disasters, shelters will be established as necessary and their locations publicized via local radio stations. The CCCC (or SLCG if designated) will be used as a primary gathering place to receive, register, and provide initial basic service to evacuees. It will also allow time to gauge the scope of the emergency, the number of persons involved, the number/location of shelters needed. It will also give time to prepare and open these shelters, if they are determined to be needed

III. ASSUMPTIONS

A. During most emergencies, sufficient warning time should exist to enable residents to go to protective shelters.
B. Buildings planned for use as shelters will be available.
C. Protective shelter requirements for most hazards will be short term requiring little upgrade action (schools, motels, civic center, etc.).

IV. CONCEPT OF OPERATIONS

A. Evacuees must be directed to a reception center for registration and assignment to lodging and feeding facilities and to a shelter.
B. When temporary lodging and feeding facilities are opened, the following functions and staffing will be necessary. The ARC will provide some, but others are clearly functions of local government. The ARC and EOC will assemble all available resources to provide:

1. Shelter managers.
2. Registration of all individuals and families.
3. Food service.
4. Health service.
5. Maintenance of records.
6. Shelter maintenance.
7. Maintenance of order.
8. Evacuee locator and welfare inquiry service.
9. Vehicle parking and security.

V. ORGANIZATION AND RESPONSIBILITIES

A. The local Red Cross chapter, supported by state, regional, and national chapters, will assist local government in caring for evacuees. The Reception and Care Coordinator will be the liaison between local government officials and volunteer organizations such as the Red Cross, Salvation Army, religious organizations, civic groups, etc.

B. The shelter system organization consists of the following positions/responsibilities:

1. Receptions and Care Coordinator

   a. Advises local government officials on shelter matters and coordinates overall operations with the Shelter Managers and Reception Center Supervisors.
   b. Liaison with Red Cross and other volunteer organizations.
   c. Coordinates the location of reception centers receiving evacuees. d. Coordinates with law enforcement to direct evacuees to reception centers.

2. Reception Center Supervisor

   a. Manages the reception center team.
   b. Registers all evacuees and assigns them to shelters, taking into consideration essential workers, families with small children, etc. c. Provides evacuees with handouts of all pertinent information.

3. Shelter Manager

   a. Manages one individual shelter.
   b. Supervises cleanliness, feeding and conduct.
   c. Serves as link between those being sheltered, Reception and Care Coordinator, and local government.
   d. Provides rumor control and pass correct information to those being sheltered.

C. Special Considerations

1. House essential workers and their families in shelters accessible to their work places.
2. To the best extent possible, designate a quarantine area within the shelter for persons with, or suspected of having, a communicable disease.

VI. ADMINISTRATION AND LOGISTICS

A. Basic administrative and accountability procedures will be followed as required by local government.
B. Records of supplies, materials and equipment used will be maintained to assist in making a determination of resources remaining and support assistance requests.

VII. PLAN DEVELOPMENT AND MAINTENANCE

A. Responsibility for maintaining and updating this section rests with the designated Reception and Care Coordinator.
B. This section will be updated as necessary and reviewed at least annually.

SECTION "K"

IN-PLACE PROTECTIVE SHELTER

I. PURPOSE

To establish planning factors and procedures for those disasters which occur with little warning and evacuation is not possible. In this situation the population takes the best available shelter at or very near its location at the time of the warning.

II. SITUATION

A. Natural Disaster

Certain natural hazards may occur with little warning. A severe storm may cause direct property damage and flash flooding, leaving insufficient time available for those in its path to proceed to a place of assured safety.

B. Man-Caused Disasters

1. Certain man-caused situations may preclude safe evacuation, necessitating the affected population take shelter in-place. An example would be a large-scale chemical spill that completely surrounds a building(s). Responding HAZMAT personnel might decide it is safer to keep the occupants in the building(s) rather than attempt an evacuation.
2. Such a decision is based on careful evaluation of the affected structure, its ventilation system, the nature of the spilled chemical, the atmospheric conditions, the threat of fire or explosion and the extent and duration of any toxic effects.

III. ASSUMPTIONS

A. Two principal options for population protection from potential disaster are evacuation and shelter in-place.
B. Municipal officials select the option (or use of both) that appears will minimize injuries and casualties, based on the best available estimate of the hazard.
C. Several potential hazards could produce conditions that warrant the use of Shelter In Place techniques - hazardous materials incidents, WMD terrorism events, severe storms, etc.
D. Evacuation and congregate shelters are available options to protect against these events, yet in some instances the lack of prior warning creates a situation where individuals must seek shelter at their location.
E. Use of warning and public information measures (Section B & C) can provide citizens with the information necessary to protect themselves.

IV. CONCEPT OF OPERATIONS

A. A decision to shelter in-place must evaluate the degree of protection afforded by the existing structures in the hazardous area, the size of the population that would require special assistance in evacuation (the hospitalized, disabled, elderly, etc.), and the time available.

B. A key to survival in any in-place sheltering is pre-planning and knowledge on the part of all members of the population. Survival information should be provided as part of normal public service information to the media. Newspaper, radio and television reminders and instructions concerning actions to take in the event of a severe storm, prior to that storm occurring, are examples of public survival education.

C. Public Information

1. Provide warning messages to operational media. EAS (radio/TV stations via the National Weather Service), Cable TV override, EPN, NOAA, internet, and social networking sites (such as "Twitter").
2. Mobile law enforcement and fire units can utilize P.A. systems and door-to-door contacts to inform the public if necessary.

V. DETAIL ACTIONS

A. Techniques for High Winds, Severe Weather, Large Hail

1. Seek shelter in an interior room or below grade space.
2. Stay away from windows and exterior walls.
3. Position yourself under a sturdy table, desk or other furniture or in a bathtub with a rigid cover pulled over top.
4. Persons in mobile homes and vehicles should seek shelter in a more sturdy structure if possible.
5. For persons caught out in the open, irrigation ditches, culverts, and below grade spaces may provide limited protection. However, these areas are susceptible to flash flooding, a particular concern in the desert southwest.

B. Techniques for Airborne Hazard (Hazardous Materials/WMD events)

1. Advising people to stay indoors and prevent airborne particles from entering the shelter, is a possible alternative given a specific incident's characteristics. When utilized, officials must be sure to advise citizens on proper procedures.
2. Turn off ventilation systems and shut doors, flues, and windows tightly.
3. Seal around windows and doors with tape, plastic or other impermeable material.

4. If necessary, assemble in a single room that allows for complete isolation from outside air.
5. Do not turn on/off any electrical appliances or lights.
6. If possible, extinguish all open flames, pilot lights, and cigarettes.

C. Advise citizens to remain sheltered until "ALL CLEAR" message is broadcast.

VI. ORGANIZATION AND RESPONSIBILITIES

A. Warning the population and advising them of sheltering options is the responsibility of the Communications and Warning Coordinator (see Section B).
B. The decision to Shelter-in-Place will be made either by the Mayor, their designee, or the on-scene incident commander, depending upon the necessary time constraints.

VII. ADMINISTRATION AND LOGISTICS

Each jurisdiction will develop and maintain the capability to provide protective shelter. For situations where designated shelters are not practical, each jurisdiction will maintain procedures for advising the public of in-place sheltering techniques.

VI. PLAN DEVELOPMENT AND MAINTENANCE

A. Responsibility for maintaining and updating this section belongs to the Reception and Care Coordinator.
B. This section will be updated as needed and reviewed at least annually.

SECTION "L"

HUMAN SERVICES

I. PURPOSE

To provide guidance on the support and assistance available to disaster victims from state and federal social and welfare type agencies.

II. SITUATION

A. On a daily basis, the Arizona Department of Economic Security (DES) provides financial, medical and direct food subsidy support to low-income eligible families and individuals through local offices.
B. It also provides direct services and programs to the elderly, families, children, the handicapped, etc., to protect against abuse, neglect and exploitation.

III. ASSUMPTIONS

A. Almost any disaster will increase the number of people in need of social and financial assistance.
B. Disasters affecting large numbers will exceed capabilities and require augmentation by DES.
C. Mutual support agreements with volunteer service/support groups will enhance service to disaster victims.
D. Providing timely welfare assistance immediately after a disaster will decrease tensions and reassure the public.

IV. CONCEPT OF OPERATIONS

A. Following a disaster, various branches of local DES office will publicize services available to the public and expand operations to serve victims quickly.
B. Local chapters of the American Red Cross, Salvation Army and other volunteer organizations will marshal resources to provide maximum assistance to disaster victims.
C. Maximum use will be made of available assistance from all sources: private, charitable, and government. Various federal aid programs may be available to qualified recipients: temporary housing assistance from the Federal Emergency Management Agency (FEMA), loans from the Small Business Administration (SBA), and loans from the Farmer's Home Administration (FHA).
D. In the event of a large-scale disaster, local government officials may request state/federal assistance. The Governor may request federal funds for state use to make financial grants to disaster victims for whom other assistance is unavailable or inadequate.

E. A Disaster Assistance Center will be set up to be easily accessible to disaster victims who may be without transportation. If possible, these centers will be in or near shelters or care facilities. Types of assistance will be widely publicized in Spanish and English.

V. ORGANIZATION AND RESPONSIBILITIES

A. Each jurisdiction will designate a Human Services Coordinator.
B. The American Red Cross, the Salvation Army, church groups, fraternal organizations, employers and other private agencies will work to alleviate financial and social distress.
C. DES, the Red Cross and other charitable and volunteer groups, along with private sector (insurance, utilities, etc.) organizations will establish Disaster Assistance Centers in or near the location where disaster victims are sheltered.
D. Workers will strive to tell each disaster victim about available aid. Local aid representatives will be present.

1. Insurance.

    a. If any disaster loss is covered, volunteers will assist in applying for benefits.

2. Private grants or loans.

    b. The Red Cross, Salvation Army, church groups, fraternal organizations and private agencies will first try to meet needs.

3. Temporary Housing Assistance.

    c. Home repair and rental costs may be provided by FEMA. Workers will assist with applications.

4. Business Loans.

    d. Small businesses may obtain loans from the SBA to offset disaster damage. Workers will assist in preparation of applications.

5. Farm Loans.

    e. Farmers may be eligible for emergency loans from the FHA for home and personal property losses. Workers will assist with applications.

E. After any disaster adversely affecting large numbers of people, the Mayor in cooperation with County Board of Supervisors may ask the Governor's Office to request the President declare a federal disaster area.
F. Availability of Disaster Assistance Centers will be publicized through all available media.

G. Centers will be manned by charitable and volunteer organizations, representatives of FEMA, SBA, FHA, insurance company representatives, and DES.
H. FEMA also may provide Disaster Assistance Center registration/application staff.

VI. ADMINISTRATION AND LOGISTICS

The American Red Cross, the Salvation Army, church groups, fraternal organizations, employers and other private agencies will work in cooperation with governmental entities to alleviate financial and social distress.

VII. PLAN DEVELOPMENT AND MAINTENANCE

A. Responsibility for maintaining and updating this section rests with the Human Services Coordinator.
B. This section will be updated as needed and reviewed at least annually.

SECTION "M"

TERRORISM

I. PURPOSE

To provide for an orderly and coordinated response to acts of terrorism or incidents involving weapons of mass destruction (WMD) in the San Luis area.

II. SITUATION

A. Terrorist or WMD attacks place the City of San Luis and its citizens at grave risk of:
   1. Mass casualties and fatalities
      a. Catastrophic damage to buildings and other property
      b. Psychological trauma
      c. Psychosomatic "worried well" responses from non-affected citizens
      d. Major Contamination

B. Targeting of first responders would have a major impact upon the county's capabilities; and would place an overwhelming burden on emergency services such as Fire, Law Enforcement, Public Health, Emergency Medical Services, and other medical and mass care providers.

C. Airborne chemical, radiological, and biological agents flow with prevailing winds and may disseminate WMD agents far from their initial source. The scope of the incident may expand geometrically, affecting mutual aid jurisdictions to include the bordering state of California and country of Mexico.

D. Contagious biological agents may affect large and diverse populations with little or no obvious connection. Time delays may occur in recognizing the disease or offending organism because of similarities to innocuous diseases.

E. Mass evacuation could be required in the event of a terrorist attack. This may be due to damage, contamination, or flooding.

F. Specific events may require the appropriate health agency to establish a quarantine of citizens, domestic animals, and/or food/water supplies.

III. ASSUMPTIONS

A. The situation may not be immediately recognizable as a terrorist event.

B. Once recognized as a terrorism/WMD event, the incident will be treated as a crime scene. Established guidelines and policies shall be followed in preserving the crime scene.

C. There may be multiple events within this and other jurisdictions.

D. Responders and health care workers are placed at a higher risk of becoming casualties

E. Contamination of critical facilities and large geographic areas may result.

F. Official information related to evacuation and protective measures will need to be disseminated to the public in a timely manner and will need to be in a format that may be easily understood by all citizens.

G. The public will act in its own interests and evacuate dangerous areas (or areas perceived to be dangerous) spontaneously, or when advised to do so by local government authorities.
H. Generally, people who refuse to follow recommendations to evacuate will not be forced to evacuate.
I. Persons may be kept from entering into evacuated areas in order to protect their lives or the lives of others (e.g. spreading contamination or contagion, unsafe structures, impending destructive event). Persons may also be kept from an area to maintain the security of property/possessions of evacuees.

IV. CONCEPT OF OPERATIONS

A. Mitigation

1. Authority having jurisdiction shall:

    a. Identify key areas and facilities that are potentially at risk.
    b. Identify means for prevention of the spread of contaminants
    c. Identify shelters
    d. Ensure that the evacuation plans of facilities storing reportable quantities of hazardous materials are in compliance with SARA/Title III regulations
    e. Identify population groups requiring special assistance during evacuation (e.g. senior citizens, disabled, etc.)

B. Preparedness

1. Responsible agencies, which include, but are not limited to, Law Enforcement, Fire, EMS, Public Health, Utilities, Public Works, and Health Care, will maintain staffed, trained, and equipped response teams within available appropriations.
2. Agencies with a duty to respond may utilize any and all available resources in carrying out their respective duties. Such resources include, but are not limited to, personal protective clothing, detection devices, containment devices, etc.
3. Authorities having jurisdiction shall:

    a. Conduct terrorism/WMD exercises to test plans and procedures.
    b. Update plans and procedures as needed.
    c Educate responders and the general public as to how they may recognize signs of potential terrorist activity, how to report this information, and to whom to report it.

C. Response

1. Authority having jurisdiction shall:
   a. Identify affected area(s); take reasonable measures to render area safe and secure from additional hazards such as secondary devices.
   b. Provide timely and accurate alert and notification to affected jurisdictions and the general public.
   c. Implement the Incident Command System (ICS) and Unified Command System (UCS) when appropriate.
   d. Activate the City of San Luis Emergency Operations Center and, if necessary, request activation of Yuma County Emergency Operations Center.
   e. Rescue trapped victims and provide medical care to injured.
   f. Evacuate affected area.
   g. Determine presence of chemical, biological, radiological, nuclear, or explosive (CBRNE) devices or agents.
   h. Establish "hot zone" if appropriate.
   i. Decontaminate victims exposed to radiological, chemical, or biological agents.
   j. Contain/neutralize hazards when able and appropriate.
   k. Suppress fires.
   l. Preserve evidence in accordance with the most recent guidelines, policies and procedures.
   m. Secure vacated area as appropriate and able with available resources.
   n. Designate, open, and support shelters as needed.
   o. Establish traffic control points.

D. Recovery

Authority having jurisdiction shall:

1. Take reasonable measures to coordinate appropriate decontamination of properties within affected areas.
2. Reevaluate and lift quarantine when appropriate.
3. Notify the public when it is safe to return to the area.
4. Protect and preserve the vacated area until the return of occupants.

V. ORGANIZATION AND RESPONSIBILITIES

A. In accord with Annex I (the "Evacuation" section of this EOP) the authority having jurisdiction has the duty and power as follows:

1. Initiate and ensure the orderly evacuation of the community;
2. Issue evacuation recommendations and/or orders, as needed;
3. Exercise any other authority as may be provided by Federal, State, or Local law.
4. The decision to evacuate normally rests with the CEO of the jurisdiction. Because of the nature of terrorist events, immediate action is more likely to be needed and may be ordered by the on-scene command authority

B. Law Enforcement will:

1. Act as the lead agency. Law enforcement officers may resolve on-scene suspect threats, conduct sweeps for additional devices, and deal with other situations of a threatening nature prior to the response of other agencies and/or resources.
2. Participate in Unified/Incident Command System, coordinating response of law enforcement entities with other agencies.
3. Supply appropriate personnel to the EOC
4. Participate in warning/alerting the public.
5. Provide scene security and integrity in accordance with standard crime scene guidelines, polices, and procedures.
6. Establish and maintain traffic and access control.
7. Coordinate evacuations as directeted.

C. Fire/Rescue Services will:

1. Resolve hazardous material issues associated with event. Care shall be taken to preserve evidence and crime scenes.
2. Participate in Unified/Incident Command System, coordinating response of Fire/Rescue entities with other agencies.
3. Supply appropriate personnel to the EOC.
4. Perform hazard identification, confinement, and recovery operations.
5. Coordinate fire department mutual aid resources.
6. Coordinate fire, hazardous materials, decontamination, rescue and emergency medical response.
7. Participate in warning, alerting, and evacuating the public

D. Department of Public Health will:

1. Act as lead medical and public health agency, as appropriate.
2. Participate in Unified/Incident Command System; provide epidemiological and/or environmental health specialists to aid Incident Commander, as needed.
3. Supply appropriate personnel to the EOC
4. Assist in hazard assessment and monitoring, assist appropriate response agency in overseeing cleanup operations.
5. Participate in educating, warning, and alerting the public.
6. Provide guidance for establishing and lifting quarantine

VI. ADMINISTRATION AND LOGISTICS

The San Luis Police Department, San Luis Fire Department, as well as public health officials will work in cooperation with federal law enforcement and other emergency response entities, in the prevention of, response to, and recovery from acts of terrorism.

VII. PLAN MAINTENANCE AND DISTRIBUTION

A. Responsibility for maintaining and updating this section rests with the jurisdiction's Chief Law Enforcement Officer.
B. This section will be updated as needed and reviewed annually.

Section N

CONTINUITY OF GOVERNMENT SERVICES

I. PURPOSE

To provide a guideline for ensuring the continuity of government services in the event of natural or manmade disaster.

II. SITUATION

A. The provisions of this section are applicable to all emergencies of such magnitude as to create conditions that may cause personnel vacancies in leadership or other essential positions.
B. Emergencies of this magnitude may also damage, destroy, or contaminate critical infrastructure facilities.

III. ASSUMPTIONS

A. Emergency Operations are dependent upon a critical personnel infrastructure to guide and direct response and recovery.

1. A local disaster (natural, manmade accidental or intentional act) may cause numerous fatalities and injuries, disruption of normal life and communication systems.
2. Those that would be the primary persons filling lead emergency response positions may be incapacitated or otherwise unable to fill their roles.
3. To ensure continuity of government services, authorized deputies or emergency interim successors must be prepared to immediately assume these roles.

B. Emergency Operations are also dependent upon critical infrastructure facilities for effective response and recovery.

1. A local disaster (natural, manmade accidental or intentional act) may cause damage and/or contamination rendering critical facilities unusable.
2. To ensure continuity of government services, alternative facilities must be identified and able to fill at least minimum requirements.

IV. CONCEPT OF OPERATIONS

A. Critical Infrastructure Personnel

1. Governmental entities having responsibility will identify critical infrastructure personnel appropriate to their jurisdictions in the following areas:

   a. Mayor
   b. City Manager
   c. Fire Chief
   d. Law Enforcement Official (Police Chief)
   e. Fire/Emergency Medical Service Official (Fire Chief)
   f. Public Works Official
   g. Public Information Officer (PIO)
   h. Health/Medical Coordinator
   i. Resources and Transportation Coordinator (RTC)

2. Orders of Succession should be established listing the primary personnel, and at least two emergency interim successors that are qualified to fill each position.

   a. Orders of Succession (particularly concerning elected officials) must be consistent with state and local laws, ordinances, and the Charter.
   b. Orders of Succession will be kept on file with the City of San Luis Fire Department, the Public Safety Communications Center, and each department within the City of San Luis.

B. Critical Facilities

1. Governmental entities having responsibility will identify critical facilities in the Following areas:

   a. Emergency Operations Center
   b. Public Safety Communications
   c. Law Enforcement
   d. Fire/Emergency Medical Services
   e. Public Works
   f. Public Administration (City Hall)

2. Alternate facility lists should be established listing the primary facilities, and at least one alternate location with at least minimum requirements to carry on operations.

   a. Alternate facility lists will be kept on file with the City of San Luis Fire Department, the Public Safety Communications Center, and each department within the City of San Luis.
   b. Depending upon the mission of the original facility, "minimum requirements" may simply be a large enough building for office operations to continue.

V. ORGANIZATION AND RESPONSIBILITIES

A. Fire Chief

1. Orders of Succession

   a. Ensure that Orders of Succession are received from each City department.
   b. Ensure that Orders of Succession are included as an appendix within this document and disseminated to the EOP distribution list.
   c. Ensure regular review of Orders of Succession.

2. Alternate Facilities Lists

   a. Ensure that an Alternate Facilities List is received from each identified critical operational areas.
   b. Ensure that Alternate Facilities Lists are included as an appendix within this document and disseminated to the EOP distribution list.
   c. Ensure at least annual review of Alternative Facilities List

B. City of San Luis Departments

1. Orders of Succession

    a. Compile an Order of Succession ("3 deep") addressing each of the identified critical infrastructure personnel positions.
    b. Forward Orders of Succession to the Fire Chief.
    c. Maintain call out lists for the individuals filling positions named in the Orders of Succession.
        1) Entity call out lists will be:
            a. Kept current and accurate
            b. Available in the Public Safety Communications Center and other locations deemed necessary to provide for easy emergency access.

2. Alternate Facilities Lists

    a. Compile an Alternative Facilities List addressing each of the identified critical facilities.
    b. Forward Alternative Facilities List to the Emergency Management Coordinator.
    c. Keep Alternative Facilities List available in the Public Safety Communications Center and other locations deemed necessary to provide for easy emergency access.

VI. PLAN MAINTENANCE AND DISTRIBUTION

A. Responsibility for maintaining and updating this section rests with the City of San Luis Fire Chief.
B. This section will be updated as needed and reviewed annually.

ACTION CHECKLISTS

Mayor
City Manager
Fire Chief
Chief of Police
Public Information Coordinator
Legal Advisor
Operations Section Chief
Public Works/Engineering Unit
Mass Care/Shelter Unit Planning
Section Chief Situation Unit
Damage Assessment Unit
Logistics Section Chief
Supply/Food Unit
Facilities/Transportation Unit
Finance Section Chief
Compensation/Claims Unit Costs
Unit

MAYOR

ACTION CHECK LIST

When the EOC is activated, the Mayor serves as the liaison between the City Council and the Emergency Management Director. Because of limited space in the EOC, Council members, other than the Mayor, should not generally go to the EOC.

MAYOR'S RESPONSIBILITIES AT THE EOC:

[ ] Obtain a briefing on the extent of the disaster from the Emergency Management Director.

[ ] Coordinate with the Emergency Management Director for a Proclamation of Emergency.

[ ] Provide a briefing to the members of the City Council regarding the disaster.

[ ] Coordinate with the Public Information Officer to keep public informed.

[ ] Make request for County Proclamation of Emergency, if necessary

[ ] Coordinate with the Emergency Management Director regarding policy issues related to the emergency.

CITY MANAGER

ACTION CHECKLIST

The City Manager is responsible for the overall management of the City of San Luis. The following tasks represent a checklist of actions that should be considered in an emergency or disaster situation.

CITY MANAGER'S RESPONSIBILITIES:

[ ] Ensure that the Emergency Operations center (EOC) has been activated.

[ ] Consider timely and appropriate notification of City Council.

[ ] Report to the EOC.

[ ] Initiate and utilize the Incident Command System.

[ ] Ensure that an initial damage assessment and casualty report has been completed.

[ ] Ensure that the EOC staff have been briefed as to the status of the disaster.

[ ] Be ready to issue a declaration of emergency/disaster.

[ ] Ensure the City Public Information Officer (PIO) and/or designated person is notified and reports to the EOC.

[ ] In consultation with the City Emergency Management Director, determine whether or not county, state or federal assistance should be requested.

FIRE CHIEF

ACTION CHECK LIST

The Emergency Management Director is responsible for coordinating EOC Operations and facilitating inter-department cooperation and logistics.

FIRE CHIEF RESPONSIBILITIES:

[ ] Identify yourself as Emergency Management Director.

[ ] Depending on the nature of the incident and the accumulation of information, effect partial or full E.O.C. activation

[ ] Initiate and utilize the Incident Command System.

[ ] Ascertain if all key personnel or alternates are in the E.O.C. or have been notified.

[ ] Obtain briefing on the extent of the disaster from each Department Head.

[ ] Brief Section Chiefs as needed:

- [ ] Operations Section Chief
- [ ] Planning Section Chief
- [ ] Support Section Chief
- [ ] Finance Section Chief

[ ] Ensure that EOC Personnel have identified proper relief(s) for themselves on extended incidents.

[ ] Determine "Level" of disaster as outlined in the Major Incident Response Plan.

[ ] Develop overall strategy/policy with the Policy Section and Section Chiefs:

- [ ] Assess the situation
- [ ] Define the problem
- [ ] Establish priorities
- [ ] Need for evacuation
- [ ] Estimate of incident duration
- [ ] Do you need an "Emergency Proclamation"?

[ ] Develop an Incident Action Plan with the aid of the Policy Staff and Section Chiefs.

[ ] Execute the Incident Action Plan.

[ ] Establish periodic briefing sessions with the entire E.O.C. staff to update the overall situation.

[ ] Notify the Yuma County Division of Emergency Management of the disaster conditions and request mutual aid as deemed necessary.

[ ] Establish communications to the level needed. Full mobilization of all communications resources would involve police, fire, public works, amateur radio and other agencies such as County, schools, hospital districts, etc.

[ ] Coordinate all E.O.C. functions with adjacent communities, county, state, and federal emergency organizations and request County, State and Federal assistance if the disaster is beyond the City's capabilities.

[ ] If there is little or no damage in the City of San Luis, be prepared to provide assistance to other mutual aid jurisdictions if the disaster is area-wide.

ASSISTANT FIRE CHIEF

ACTION CHECK LIST

The Assistant Fire Chiefs responsibilities are to coordinate all Fire/Rescue activities in the EOC:

ASSISTANT FIRE CHIEF RESPONSIBILITIES:

[ ] Identify yourself as the Fire Service Coordinator.

[ ] Obtain briefing or preliminary survey of the emergency/disaster scene from the Emergency Management Director

[ ] Initiate and utilize the Incident Command System.

[ ] Ascertain if all key Fire Department personnel or alternates are in the E.O.C. or have been notified.

[ ] Assess the impact of the disaster on the Fire Department operational capability.

[ ] Brief and update the Emergency Management Director of all the Fire Department's disaster responsibilities including priorities, plans, development of a fire scene strategy and resources.

[ ] Brief the Fire Department staff/Consider emergency callback

[ ] Assign staff to the Fire Operations Section.

[ ] Assign staff to the Fire Planning Section.

[ ] If countywide, assign staff to the County E.O.C. to serve as County Fire Mutual Aid Coordinator.

[ ] Set Fire Department priorities based on the nature and severity of the disaster.

[ ] Provide for relief personnel.

[ ] If there is little or no damage in the City of San Luis, be prepared to provide assistance to other mutual aid jurisdictions.

[ ] Coordinate field medical activities.

LAW ENFORCEMENT COORDINATOR

ACTION CHECK LIST

The Law Enforcement Coordinator's responsibility is to coordinate all Law Enforcement activities in the E.O.C.

LAW ENFORCEMENT COORDINATOR RESPONSIBILITIES:

[ ] Identify yourself as the Law Enforcement Coordinator.

[ ] Obtain a briefing or preliminary survey of the emergency scene from the Emergency Management Director

[ ] Initiate and utilize the Incident Command System.

[ ] Ascertain if all key Police Department personnel or alternates are in the E.O.C. or have been notified.

[ ] Brief and update the Emergency Management Director of all Police Department disaster responsibilities including priorities, plans, and resources.

[ ] Brief the Police Department staff.

[ ] Assign staff to the Law Enforcement section of the Operations Section and Planning Section.

[ ] Set Police Department priorities based on the nature and severity of the disaster emergency.

[ ] If there is little or no damage in the City of San Luis, be prepared to provide assistance to other mutual aid jurisdictions.

PUBLIC INFORMATION OFFICER

ACTION CHECKLIST

PUBLIC INFORMATION OFFICER RESPONSABILITIES:

[ ] Identify yourself as the Public Information Officer.

[ ] Obtain a briefing or preliminary survey of the emergency scene from the Emergency Management Director

[ ] Issue press releases and updates as appropriate

[ ] Determine if need exists for establishment of a Joint Information Center (JIC) and, if that need exists, coordinate/manage establishment and operation

[ ] Arrange for escort service to the incident for the media and VIP's.

[ ] Attend briefings of the Command Section to update information releases.

[ ] Monitor television and radio transmissions

[ ] Assist in issuing warnings about unsafe areas, structures, and facilities.

[ ] Coordinate with EAS or other communications systems to issue warnings.

[ ] Respond to special requests for information.

[ ] Establish and assign staff to operate a rumor control hotline, if needed.

[ ] Provide information to the public on transportation routes, closures and evacuation status.

[ ] Publicize official list of assistance centers and shelter openings and closures, recovery plans, and other recovery efforts.

[ ] Provide assistance in announcing school and work site openings.

[ ] Maintain information on State, Federal, and County assistance programs.

[ ] Ensure announcements and information are translated for special populations.

[ ] Issue advisories regarding:

[ ] Available government and private services.

CONTINUED ACTION CHECK LIST

[ ] Transportation
[ ] Hazardous locations and structures
[ ] Home preparedness
[ ] Fire prevention
[ ] Release of children from school
[ ] Emergency shelters
[ ] Evacuations

LEGAL OFFICER

ACTION CHECK LIST

The responsibility of the Legal Officer is to advise on the legal requirements of the City during the disaster/emergency.

LEGAL OFFICER RESPONSIBILITIES:

[ ] Identify yourself as the Legal Officer

[ ] Obtain situation briefing from the Emergency Management Director.

[ ] Establish areas of legal responsibility and/or potential liabilities.

[ ] Prepare proclamations, emergency ordinances, and other legal documents required by the City Council and the City Manager.

[ ] Advise the City Council, City Manager, Emergency Management Director and the Emergency Operations Center Staff on the legality and/or legal implications of contemplated emergency actions and/or policies.

[ ] Develop the rules and regulations and laws required for acquisition and/or control of critical resources.

[ ] Develop the necessary ordinances and regulations to provide a legal basis for evacuation and/or population control.

[ ] Commence such civil and criminal proceedings as are necessary and appropriate to implement and enforce emergency actions.

[ ] Maintain an activity log.

OPERATIONS SECTION CHIEF

ACTION CHECK LIST

The Operations Section Chief's responsibility is to emergency operation Units of the Operations Section: Fire/Rescue, Law Enforcement, Public Works/Engineering, Care/Shelter, and Medical/Mass Casualty.

OPERATIONS SECTION CHIEF RESIBILITIES:

[ ] Identify yourself as the Operations Section Chief

[ ] Obtain briefing from the Fire Chief.

[ ] Initiate and utilize the Incident Command System.

[ ] Evaluate the community situation and report information regarding special events, activities, and occurrences when needed to the Director of Emergency Management.

[ ] Develop operations portion of the Action Plan.

[ ] Brief operations personnel.

[ ] Keep Policy Section advised and briefed.

[ ] Coordinate activities of all departments and agencies involved in the operations.

[ ] Determine needs and request more resources when necessary.

[ ] Establish communications with affected areas.

[ ] Receive, evaluate, and disseminate emergency operational information.

[ ] Maintain liaison with county, state and federal agencies.

[ ] Provide all emergency information to the Public Information Officer in the Policy Section.

[ ] Ensure that required records and documentation of personnel and equipment used during the emergency/disaster are maintained. Precise information is essential to meet requirements for reimbursement by the state and federal governments.

[ ] Maintain Activity Log

PUBLIC WORKS/ENGINEERING COORDINATOR/UNIT

ACTION CHECKLIST

The Public Works/Engineering Unit is responsible for reducing damage, restoring essential services, assisting in heavy rescue, and assessing damage.

PUBLIC WORKS DIRECTOR RESPOSIBILITIES:

[ ] Obtain a briefing from the Operations Section Chief .

[ ] Brief and update the Public Works Coordinator.

[ ] Consult with the other Operations Section Units to assess the situation.

- [ ] Fire Control/Rescue Unit
- [ ] Law Enforcement Unit
- [ ] Mass Care/Shelter Unit
- [ ] Medical/Multi-Casualty Unit

[ ] Alert public works/engineering personnel and initiate recall of members to the extent deemed necessary.

[ ] Move equipment to open areas in the case of earthquake and possible aftershocks.

[ ] Assess the impact of the disaster on the Departments' operational capability.

[ ] Keep the Operations Section Chief advised of what resources are presently committed and what resources are still available.

[ ] Inventory the status of essential City services:

- [ ] Sewer system/Sewer plants
- [ ] Water system
- [ ] Dams/Filtration plants
- [ ] Storm drain system
- [ ] Impassable streets
- [ ] Bridges, overpasses, pedestrian walkways
- [ ] Damaged/unsafe buildings

[ ] Establish a priority list for re-establishing utility services and beginning necessary repairs.

[ ] Provide teams of personnel with equipment to accomplish heavy rescue, assist in light rescue and other operations as required. Coordinate with Fire Control/Rescue Unit.

[ ] Provide updated information on road availability and closures to the Planning Section and Public Information Coordinator.

[ ] Ensure an adequate supply of water for firefighting operations. Check with the Fire Control/Rescue Unit for priorities.

[ ] Provide emergency water. If necessary, coordinate with the private sector, i.e. bottled water, beverage distributors, milk distributors, etc. and coordinate with the Support Section.

[ ] Provide emergency power such as mobile generators.

[ ] Construct emergency detours and access roads, as required.

[ ] Establish liaison with private heavy equipment operators for assistance as needed. Coordinate with the Support Section.

[ ] Mobilize public utility and private contract repair crews.

[ ] Assist the Law Enforcement Unit in establishing barricades and access routes to and from the affected areas.

[ ] Restore/maintain/operation essential facilities

[ ] Provide for repairs to emergency equipment in coordination with the Support Section

[ ] Remove, haul and dispose of debris that hampers emergency response.

[ ] Construct emergency facilities as required.

[ ] Repair or reinforce bridges and patch, clear or reinforce repairable roads.

[ ] Arrange for providing fuel for emergency vehicles and equipment in coordination with the Support Section.

[ ] Assist other agencies in hauling requested supplies and equipment to feed and shelter disaster victims at mass care facilities. Coordinate with the Care/Shelter Unit and Support Section.

[ ] If necessary, close down and isolate damaged sewage disposal systems to protect the water supply.

[ ] Arrange for the distribution and installation of chemical toilets as needed in coordination with the Support Section.

[ ] Arrange for meeting the personal needs of public works personnel such as feeding and sheltering with the Support Section.

[ ] In coordination with building official, initiate a damage assessment survey of public and private structures, document, and post appropriately.

[ ] Request mutual aid as needed.

[ ] Review priority list for recovery of damaged or closed highways, streets, roads, and being repairs as possible.

[ ] Coordinate heavy equipment request via Logistics Unit.

[ ] If there is little or no damage in the City of San Luis, be prepared to provide assistance to other jurisdictions upon request in case of a countywide disaster.

[ ] Maintain required records and documentation of personnel and equipment used during the disaster. Precise information is essential to meet requirements for state and federal governments.

[ ] Carry out other responsibilities assigned in the City's Emergency Operations Plan, as appropriate.

MASS CARE/SHELTER UNIT
(FIRE INSPECTOR)
ACTION CHECKLIST

The Mass Care/Shelter Unit's responsibility is to coordinate with the Red Cross for temporary shelter, feeding, and registration of impacted persons.

MASS CARE/SHELTER UNIT RESPOSIBILITIES:

[ ] Obtain briefing from the Operations Section Chief.

[ ] Check personnel schedules and rosters.

[ ] Ascertain if all key Community Services and Red Cross personnel have been notified.

[ ] Alert Community Service and Red Cross personnel and initiate a recall of the number of members to the extent deemed necessary.

[ ] Consult with the other Operations Section Units to assess the situation:

[ ] Fire Control/Rescue Unit
[ ] Law Enforcement Unit
[ ] Public Works/Engineering Unit
[ ] Medical/Multi-Casualty Unit

[ ] Coordinate with the Red Cross in all Care/Shelter activities with the other Units of the Operations Section and the Operations Section Chief.

[ ] Verify shelter locations.

[ ] Determine from the Red Cross which designated mass care facilities and Welfare Inquiry Centers will be available/operational.

[ ] Provide alternative communications where needed to link Red Cross, the E.O.C., and other key facilities.

[ ] Coordinate with the Red Cross and Law Enforcement Unit for evacuation of any mass care facilities, which become endangered by any hazardous conditions.

[ ] Coordinate with the Red Cross and the Law Enforcement Unit for the evacuation of institutionalized persons in threatened areas. Also coordinate with the Medical/Mass Casualty Unit.

[ ] Determine any Red Cross deficiencies in mass care needs, including food and water.

Request necessary food supplies, equipment, and other supplies to operate mass care facilities with the coordination of the Red Cross.

[ ] Ensure that the Red Cross has activated their registration and inquiry system.

[ ] Ensure that the Red Cross is maintaining an updated list of victims and their locations.

[ ] Record and evaluate information regarding requests, activities, expenditures, damages and casualties.

[ ] Inform the Public Information Coordinator of current information.

[ ] Request assistance from the Operational Area Care and Shelter Coordinator, as required.

[ ] Arrange for crisis counseling for the public. Coordinate with the Red Cross and County Mental Health.

[ ] Assess the status of all City owned facilities that can provide mass care sheltering.

[ ] Ensure that the Red Cross is providing special services as required for the care of unaccompanied children, the aged, and disabled.

[ ] Ensure that the Red Cross is coordinated with the Department of Economic Security for long-term assistance, if required.

[ ] Ensure that the Red Cross has notified the Post Office to divert incoming mail to appropriate relocation areas or mass care facilities, if required.

PLANNING SECTION CHIEF
ACTION CHECKLIST

The Planning Section Chief's responsibilities will include collection, evaluation, dissemination, and use of information about the development of the incident and status of resources.

PLANNING SECTION CHIEF RESPONSIBILITIES:

[ ] Identify yourself as Planning Section Chief

[ ] Obtain briefing from the Fire Chief.

[ ] Ascertain if all key Planning Section personnel or alternates are in the E.O.C., or have been notified. Recall the required staff members necessary for the disaster.

[ ] Organize the Planning Section Units as needed:

- [ ] Situation Unit Lead (normally the Planning Chief)
- [ ] Damage Assessment Unit Leader
- [ ] Visual Display Unit Leader
- [ ] Documents Unit Leader
- [ ] Technical Specialists (as needed depending on event)

[ ] Establish information requirements and reporting schedules.

[ ] Assess the impact of the disaster on the community including an initial damage assessment by the Building Inspection Department and emergency field units.

[ ] Establish a message flow and assign necessary number of runners in the E.O.C.

[ ] Keep Policy Section advised and briefed.

[ ] Set planning priorities and objectives with the Operations Section Chief.

[ ] Review intelligence information, determine its credibility and predict its influence on the situation.

[ ] Fill in the E.O.C. organizational chart of all personnel involved in the disaster and keep posted in the E.O.C.

[ ] Assemble information on alternative strategies.

[ ] Identify need for use of special resources.

[ ] Provide periodic predictions on incident potential.

[ ] Prepare and distribute orders from the Emergency Fire Chief.

[ ] Prepare summary situation reports of the situation in for transmission to the State Office of Emergency Management.

[ ] Begin planning for recovery in the disaster area(s).

[ ] Prepare an after-action report and assist in debriefing.

SITUATION UNIT

ACTION CHECKLIST

The Situation Unit is responsible for collecting and organizing incident situations and status information. Provide the supervision for display of information in the E.O.C.

SITUATION UNIT RESPOSIBILITES:

[ ] Obtain briefing from the Planning Section Chief.

[ ] Supervise Visual Display Unit

[ ] Collect incident data:

- [ ] Address and nature of the incident(s)
- [ ] Status of each incident (out of control, contained, controlled)
- [ ] Special hazards
- [ ] Persons injured
- [ ] Persons dead
- [ ] Property damaged (estimated dollar loss)
- [ ] City resources used
- [ ] Outside agencies assisting
- [ ] Shelters

[ ] Maintain an inventory of available personnel, equipment, vehicles, etc.

[ ] Develop sources of information and assist the Planning Chief in collecting and organizing data from other sections.

[ ] Establish a check system of information sources to ensure follow up contacts.

[ ] Determines weather conditions – present and pending. Keep these conditions updated.

[ ] Supervise the visual display of all information in the E.O.C. and make sure all pertinent information gets to the Visual Display Unit.

[ ] Determine all road conditions and keep these conditions update.

[ ] Prepare situation reports and updates at intervals or when changes occur for the Planning Section Chief.

DAMAGE ASSESSMENT UNIT
(CERT UNIT)

ACTION CHECKLIST

Damage Assessment Unit is responsible for collection, evaluation, dissemination, and use of information concerning damage assessment to the City.

DAMAGE ASSESSMENT UNIT RESPONSIBILITIES:

[ ] Obtain briefing from the Planning Section Chief.

[ ] Recall Community Development, Building Safety, and City Engineering personnel, to the extent deemed necessary.

[ ] Provide for an initial inspection of the entire City and report locations of damaged structures, utilities, roads, stoplights, and facilities. If dams are in the affected area, ensure that an immediate inspection of the dam(s) is made and the results made known in the EOC as soon as possible.

[ ] Give special attention to special hazard areas such as government facilities, schools, utilities, and large occupied buildings.

[ ] Prepare the initial damage estimate of the City.

[ ] Collect, record, and total the type and estimated value of damage.

[ ] Alert and activate structural inspection personnel.

[ ] Provide, as necessary, damage assessment teams to survey structures and areas after the disaster.

[ ] Provide, as necessary, assessment teams to inspect and mark hazardous structures and record damage. City damage records are utilized by federal and state emergency loan and assistance agencies as a basis for assistance.

[ ] Inspect and post critically damaged structures for occupancy or condemnation.

[ ] Prepare a plan for utilization of building inspectors (additional inspectors may be obtained under mutual aid) to ensure proper deployment as well as comprehensive coverage of the damage area.)

[ ] Coordinate with oil and fuel line companies on damage assessment.

[ ] Coordinate with the Fire and Police Department for possible information on damage to private dwellings.

[ ] Maintain required records and documentation of personnel and equipment used during the emergency. Precise information is essential to meet requirements for reimbursement by the state and federal governments.

LOGISTICS SECTION CHIEF

ACTION CHECKLIST

The Logistics Section Chief manages those units responsible for personnel, equipment, facilities and personal needs in support of incident activities.

LOGISTICS SECTION CHIEF RESPONSIBILITIES:

[ ] Identify yourself as the Logistics Section Chief

[ ] Obtain a briefing from the Emergency Management Director.

[ ] Check staff personnel schedules and rosters.

[ ] Ascertain if all key support personnel or alternates are in the EOC or have been notified.

[ ] Brief and update the Director of Emergency Management of all resources and support concerns caused by the disaster, including priorities and plans.

[ ] Coordinate support operations with the Operations Section Chief to provide for facilities, services and materials in support of the Operations Section. Advise on current service and support capabilities.

[ ] Coordinate and process requests for resources.

[ ] Organize and manage the Logistics Section in the EOC and brief Unit Leaders:

- [ ] Supply/Food Unit Leader
- [ ] Facilities/Transportation Unit Leader
- [ ] Equipment/Fuel Unit Leader

[ ] Make logistical arrangements to utilize other resource section/unit outside of heavily damaged areas.

[ ] Obtain, reproduce, and disseminate updated resource inventories and other information to other Sections when necessary

SUPPLY/FOOD UNIT

ACTION CHECKLIST

The Supply/Food Unit orders equipment and supplies. Receives and stores all supplies for the disaster.

SUPPLY/FOOD UNIT RESPONSIBILITIES:

[ ] Obtain briefing from the Logistics Section Chief.

[ ] Participate in the Logistics Section planning.

[ ] Assign personnel as needed to adequately staff the Supply Unit.

[ ] Advise on resources available in the City of San Luis inventory.

[ ] Provide for the conservation, allocation, and distribution of food stocks.

[ ] Open purchase orders for providing emergency response equipment.

[ ] Stockpile, maintain, deploy, and reserve critical supplies and equipment.

[ ] Coordinate with other jurisdictions and private companies on sources of equipment and supply. See the Master Resource Manual.

[ ] Alert procurement personnel, mutual aid partners, contractors, and emergency vendors of any possible needs.

[ ] Determine food and water requirements.

[ ] Coordinate with Care/Shelter Unit of the Operations Section. The Red Cross and/or Salvation Army will usually provide food/water services for emergency workers when requested (usually at no charge).

[ ] Coordinate with the Supply Unit for ordering and receiving food.

[ ] Coordinate with the Facilities Unit for location(s) and maintenance of feeding area(s).

[ ] Determine the best method of feeding.

[ ] Plan menus and order food.

[ ] Establish feeding schedule.

[ ] Determine cooking facilities, cooking assignments, serving and general maintenance of feeding area(s).

[ ] Maintain required records and documentation of personnel and equipment used during the disaster.

FACILITIES/TRANSPORTATION UNIT

ACTION CHECKLIST

The Facilities/Transportation Unit Provides vehicles, as needed, to move people to and from the EOC, to and from the incident scene(s), and for evacuation.

FACILITIES/TRANSPORTATION UNIT RESPONSIBILITIES:

[ ] Obtain a briefing from the Logistics Section Chief.

[ ] Provide and maintain an inventory of transport vehicles (See also the Master Resources Manual):

- [ ] Cars
- [ ] Buses
- [ ] Light Trucks
- [ ] Heavy Trucks
- [ ] Fixed Wing Aircraft
- [ ] Helicopters

[ ] Establish staging areas for vehicles.

[ ] Establish remote communications with staging areas.

[ ] Coordinate with the Equipment/Fuel Unit for mobile refueling capabilities.

[ ] Provide transportation, as needed, of emergency workers.

[ ] Provide transportation for evacuation when requested by the Operations Section.

[ ] Alert managers and transportation officials and coordinate their readiness activities.

[ ] Maintain required records and documentation of personnel and equipment used during the disaster.

[ ] Establish, set up, maintain, and demobilize all facilities used in support of disaster operations.

[ ] Determine the facilities required for emergency workers: (Coordinate with the Care/Shelter Unit in the Operations Section):

[ ] Feeding Areas (Coordinate with Food Unit)
[ ] Sleeping Areas
[ ] Security Services (Coordinate with Law Enforcement)
[ ] Lighting, heating, cooling
[ ] Maintenance
[ ] Sanitation/Shower Area

[ ] Provide facility maintenance, including EOC

[ ] Maintain required records and documentation of personnel and equipment used during the disaster.

FINANCE SECTION CHIEF

ACTION CHECKLIST

The Finance Section Chief manages all financial and cost analysis aspects of the disaster/emergency and the supervision of members of the Finance Section.

FINANCE SECTION CHIEF RESPOSIBILITIES:

[ ] Identify yourself as the Finance Section Chief

[ ] Obtain a briefing from the Emergency Management Director.

[ ] Attend Policy Section planning meetings to gather information on overall strategy.

[ ] Organize the Finance Section:

- [ ] Costs Unit Leader
- [ ] Compensation/Claims Unit Leader

[ ] Inform the Emergency Management Director when the Finance Section is fully operational.

[ ] Provide input in all plans for financial and cost analysis.

[ ] Make recommendations for cost savings to the Policy Section.

[ ] Maintain contact with agency(s) on financial matters.

[ ] Properly prepare and complete all financial obligation documents.

[ ] Review and expedite invoices, claims and applications for relief from vendors, victims and mutual aid partners.

[ ] Provide a cost analysis for the disaster to the Emergency Management Director.

[ ] Prepare applications and claims for federal and state claims and assistance.

COMPENSATION/CLAIMS UNIT

ACTION CHECKLIST

Compensation/Claims Unit manages compensation for injuries and claims arising out of the disaster.

THE COMPENSATION/CLAIMS UNIT RESPONSIBILITIES:

[ ] Obtain briefing from the Finance Section Chief.

[ ] Establish contact with department representatives who track injuries, claims.

[ ] Ensure the investigation of all accidents, if possible, and prepare all necessary claims.

[ ] Assign staff as needed.

[ ] Gather personnel casualty information from the department representatives.

[ ] Periodically review logs and forms by your Unit to ensure:

- [ ] Completeness
- [ ] Accuracy
- [ ] Timeliness
- [ ] Compliance with procedures and policies

[ ] Maintain an Activity Log

[ ] Keep the Finance Section Chief briefed on Unit and Activities.

COSTS UNIT

ACTION CHECKLIST

The Costs Unit collects all cost data, perform cost effective analysis, provide cost estimates and cost saving recommendations and prepare claim forms for state and federal reimbursement.

COSTS UNIT RESPONSIBILITIES:

[ ] Obtain a briefing from the Finance Section Chief.

[ ] Obtain and record all cost data.

[ ] Maintain a fiscal record of all expenditures related to the emergency or disaster.

[ ] Ensure all obligation documents initiated at the incident are properly prepared and accurately identified.

[ ] Maintain accurate information on the actual costs for the use of all assigned resources (personnel, equipment, and supplies).

[ ] Ensure that all pieces of equipment and personnel that require payment are properly identified.

[ ] Ensure all Sections and Departments maintain proper supporting records and documentation to support claims.

[ ] Make recommendations for cost savings to the Finance Section Chief.

[ ] Prepare incident cost summaries as needed.

[ ] Maintain an Activity Log.

EOC CALL BACK LIST

The following individuals should be contacted to respond or provide personnel as indicated. If the person is unavailable, the next senior level personnel of that particular department will be contacted.

NAME	TITLE/POSITION	PHONE **Area Code (928)**	ACTION REQUIRED
Gerardo Sanchez	Mayor	257-7055 Cell 920-6985 Cell	Respond as Chief Executive Officer
Tadeo De La Hoya	City Manager	920-6428 Cell	Respond as Operations Chief
Monica Castro	Director of Finance	210-4441 Cell 941-7008 Cell	Provide personnel: Administration
Joaquin campa	Building Official	940-7094 Cell	Provide personnel: Planning Section
Monica Ruiz	Communications Supervisor	627-4801 Home 919-2765 Cell	Provide personnel: Communications
Kay Macuil	City Attorney	722-0285 Home 941-2291 Cell	Provide personnel: Legal Advisor
Derek Duenas	Information Technology Manager	341-8545 Work 941-2901 Cell	Provide personnel: Administration Planning
Angel Ramirez	Fire Chief	259-3494 Cell	Provide personnel: Operations /Planning
Eulogio Vera	Director of Public Works	941-6505 Cell	Provide personnel: Operations /Planning Logistics
Richard Jessup	Chief of Police	919-4635 Cell	Provide personnel: Operations /Planning
Francia Alonso/ Luis Cebreros	Public Information Officer/(PIO) Fire Department	941-3448 Cell 446-3158 Cell	Provides Information Media & Community
Aracely De La Hoya	Senior Services Manager	941-2463 Cell	Provide personnel: Logistics & Operations
Louie Galaviz	Director of Parks & Recreation	627-0156 Work 257-2492 Cell	Provide personnel: Planning Section
Edgar Carbajal	Acting Human Resources Manager	550-0131 Cell	Provide personnel: Administration
Yolanda Duenas	Director of Facilities Management	941-0399 Cell	Provide Personnel: Logistics
Nohemy Echaveria	Magistrate	919-8398 Cell	Victim Protection Citations

Jenny Torres	Economic Development Manager	920-4829 Cell	Personnel/Planning

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. H.**

Meeting Date: 10/09/2019

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Assistant to Council/PIO, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the agreement with Greater Yuma Economic Development Corporation for Fiscal Year 2019-2020. **(Tadeo A. De La Hoya, City Manager and Jenny Torres, Economic Development Manager)**

SUMMARY:

Service: The Greater Yuma Economic Development Corporation (GYEDC) is a non-profit corporation which provides services focused on attracting commerce and industry to the region, and on assisting in developing the region's existing industry to its fullest potential. The agreement sets out the city's goals for GYEDC and how GYEDC will meet those goals. Some of the specifics are: identifying ten (10) qualified business prospects to locate in San Luis; a marketing plan and implementation of it; recruitment of tenants to the business incubator; and expanding systems of a collection of demographic statistics and indicators needed by manufacturers, distributors, retailers, and developers.

Amount: The city has entered into an agreement with GYEDC for economic development services in the past and has already budgeted **$51,524.00** for services to continue until the end of the Fiscal Year 2019-2020.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT IN THE AMOUNT OF $51,254.00 TO THE GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$51,254.00
BUDGETED AMOUNT:	$51,254.00
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000, Contractual Services/$399,920.00

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

N/A

Attachments

Contract
Contribution Letter FY 19-20

OUTSIDE AGENCY AGREEMENT
GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION

This agreement ("Agreement") effective July 1, 2019, is entered into by and between the CITY OF SAN LUIS, an Arizona municipal corporation, having its administrative offices at 1090 East Union Street, San Luis, Arizona 85336 and its U.S. Postal Service for mail delivery address at P.O. Box 1170, San Luis, Arizona 85349 ("CITY") and the GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION, an Arizona nonprofit corporation, having its offices at 899 E Plaza Circle Suite 2, Yuma, Arizona 85364 ("GYEDC"). The CITY and GYEDC may be referred to singularly as the "Party" and collectively as the "Parties."

WHEREAS, the CITY is interested in obtaining for its benefit the knowledge and experience of GYEDC to perform special professional services for developing the CITY'S economic base and GYEDC is interested in providing such services.

NOW, THEREFORE, the Parties, in consideration of the above recital and these mutual covenants and stipulations, agree:

I. GYEDC PERFORMANCE:

A. The CITY'S goals for GYEDC:

1. Work jointly with the CITY economic development representative(s) to promote and strengthen regional economic development cooperation and coordination;

2. Support a strong business climate and promote the image of the CITY for relocation of business to the CITY;

3. Qualify and assist companies to locate in the CITY;

4. Build a strong and effective regional economic development organization;

5. Promote increases in private sector financing, support and participation;

6. Identify and develop through substantial effort at least 10 qualified prospects for location in the CITY.

7. Encourage the jobs for CITY residents and targeted socio-economic persons or groups within the CITY.

8. Maintain a structured Business, Retention and Expansion program, making at least 15 completed survey calls annually.

B. To further the foregoing goals, GYEDC agrees:

1. Implement a budget and action plan. GYEDC shall use its best efforts to expend funds and implement the budget and action plan, as adopted by the GYEDC Board of Directors (Board). GYEDC shall inform the CITY of changes in the adopted budget and action plan that will materially affect or alter the priorities established in each.

2. Work in direct partnership with the CITY'S economic development representative(s) on the creation and implementation of a marketing plan. GYEDC shall from time to time solicit the input of CITY representatives on the formulation of future marketing strategies and advertisements.

3. Promote and strengthen regional economic development cooperation and coordination. To promote and strengthen regional economic development cooperation and coordination in Yuma County, GYEDC shall:

a) Participate with national, state and regional economic development organizations involved in national and statewide economic development, and coordinate the Yuma County component thereof; and

b) Coordinate and work in conjunction with the CITY economic development representative(s) to assist with the CITY'S participation in state and international economic development initiatives.

4. Qualify and assist companies considering locating in the greater Yuma area. To qualify and assist new companies, GYEDC shall:

a) Use its best efforts to continue to identify and through substantial efforts develop at least 10 out-of-city prospects for location in the CITY in targeted economic clusters;

b) Continue to provide all qualified prospects with coordinated professional services

c) Update and maintain the database of available properties;

d) Coordinate and work with CITY economic development representative(s);

e) Provide the CITY'S GYEDC Board representative(s), economic development representative(s) and City Manager monthly activity reports, and

f) Engage the CITY economic development representative(s) in all site visits of companies for location within the CITY, including the need for a predevelopment meeting, prior to any proposal being made.

5. Develop a strong, effective regional development organization. To promote the development of a strong and effective regional economic development organization, GYEDC shall:

a) *Use its best efforts to secure public and private sector funding to achieve its goals successfully;*

b) *Professionally develop GYEDC staff;*

c) *Operate GYEDC under GYEDC articles of incorporation and bylaws, and all amendments thereto, and*

d) *Uphold and support policies of the CITY with each client of GYEDC and explore economic development solutions that will uphold the goals of CITY policies.*

6. Develop and maintain strong private sector support and participation. To achieve the goals set forth in the marketing of the region, GYEDC shall continue to secure private sector contributions.

7. Continue recruiting startups or expanding manufacturing companies to lease the San Luis Business Incubator as vacancies arise by assisting in building a waiting list as potential tenants.

C. Administrate funding for a regional economic development effort with the CITY and San Luis Rio Colorado, Sonora as a defined binational region.

D. Hire and/or retain, at its discretion, a President/CEO and necessary staff to carry out the tasks described. In this Agreement.

E. Continue the program of identifying, contacting and attracting capital investors and other outreach services for business, commercial, and industrial development within the CITY. This program is to be accomplished through (1) visitations and presentations to business persons and manufacturers who have indicated an interest in locating in the CITY, and (2) providing assistance to all prospects, including local investors and developers, in satisfying the need for information to facilitate the potential expansion and/or location of businesses, commercial and industrial facilities, or projects in the CITY area.

F. Continue to expand the system of collecting demographic statistics and economic indicators needed by manufacturers, distributors, retailers, and developers in deliberations regarding the CITY as a potential site for business, commercial, and industrial development.

G. Continue printing, publishing, and distributing of documented demographics and other information concerning the CITY, as a resource document and sales tool to attract manufacturers, distributors, retailers and developers.

H. Expend its resources to recruit, for relocation and expansion, businesses that will meet or exceed environmental rules and regulations of local, state, regional, and national governments. GYEDC shall consider any actual or potential environmental impact or threat the business may have to the community. GYEDC shall consult with the CITY economic development representative(s) or the City Manager or designee regarding the hazardous material environmental impacts of prospective businesses. GYEDC will coordinate information for potential businesses of the CITY code and ordinance requirements for a hazardous material impact review.

I. Cooperate with the greater San Luis community in efforts and activities to expand economic opportunities within the region, downtown, port of entries and industrial parks

J. Maintain accurate records of CITY monies received and disbursed. GYEDC shall maintain an accounting system which complies with generally accepted accounting principles and with the AICPA Audit Guide for Non-Profit Corporations and which accounts for all funds provided by the CITY under this Agreement.

K. Annually provide the CITY with names and addresses of officers or directors, and copies of bylaws, and articles of incorporation and amendments thereto of, GYEDC. If any change of officer occurs and/or director, bylaws or articles of incorporation, GYEDC shall also provide notice of the change to CITY within 30 days thereafter. All documentation required hereinafter shall be reviewed by the GYEDC Board of Directors prior to submission and shall be filed with the City Manager within thirty (30) days after the end of the period stated. The required reports and records are set forth as follows:

1. Monthly financial statement as presented to the Board of Directors.

2. A semi-annual program status report regarding monies received. This report shall contain analytical memoranda which:

a) Describes the results of activities and expected achievements.

b) Describes program effectiveness.

L. Provide a brief monthly status report to the CITY's Board representative(s) Economic Development representative(s) at GYEDC's monthly Board meeting.

M. Provide notice of all meetings to the City Manager, and/or his designee, who may attend all meetings of the Board of Directors

N. Make reports at meetings of the City Council no less than twice annually on the progress of its work program.

II. THE CITY SHALL PROVIDE THE FOLLOWING

A. Evaluate GYEDC performance relative to the performance criteria set forth in this Agreement in order to assess the impact of the efforts of GYEDC. Any additional information desired by the CITY which is relevant and necessary to the CITY'S evaluation shall be made available by GYEDC

B. Pay GYEDC for the Fiscal Year 2019-2020, unless terminated as provided in this Agreement that amount stated in this Agreement. Such sum is to be disbursed on a pro-rata quarterly basis.

C. The method of payment:

1. GYEDC shall submit a request for payment quarterly to the CITY'S Director of Finance, under the approval of GYEDC annual budget by its Board of Directors.

2. Upon approval of the request for payment by the CITY, the CITY'S Director of Finance shall make payments within 15 days to GYEDC, except as provided in subsection II, C.

D. The CITY may withhold payment, in whole or in part, as may be necessary to protect it from loss because of:

1. GYEDC's failure to render acceptable services as stated in the performance criteria of Section I. The City Manager, or designee, shall investigate and monitor the quality of GYEDC services to determine whether such services are acceptable. Upon determination by the City Manager that acceptable services are not being rendered, the City Manager shall notify GYEDC of the specific deficiencies in performance and provide a reasonable time for the GYEDC to rectify said deficiencies. In no event shall such time to rectify exceed 90 days. Whether or not GYEDC services are acceptable will be the CITY'S exclusive decision.

2. GYEDC's failure to supply information, records or reports as required.

3. GYEDC's failure to comply with documentation requirements or accounting procedures.

4. GYEDC's failure to allocate money received from the CITY for the purposes described in this Agreement.

III. FINANCIAL SUPPORT AND TERM OF AGREEMENT:

A. The term of this Agreement shall be for one year commencing on July 1, 2019, and ending on June 30, 2020.

B. The CITY agrees to pay GYEDC an amount of $51,254.00 for services to be provided by GYEDC under the Agreement during Fiscal Year 2019-2020

C. Funding of this Agreement shall be subject to the annual appropriation of funds for this activity by the City Council under the required budget process of the CITY.

D. Renewal of this Agreement beyond the current agreement will be contingent upon GYEDC performance hereunder. If GYEDC's performance does not, in all material respects, meet the minimum requirements as described in Section I. A. through N. of this Agreement, this Agreement may not be renewed by the City Council.

E. Nothing herein shall preclude the CITY from contracting separately with GYEDC for services to be provided in addition to those to be provided in this agreement, upon terms and conditions to be negotiated by the CITY and GYEDC.

IV. TERMINATION:

This Agreement may be terminated by the CITY before the end of the term set forth herein if any of the following occur:

A. Without cause at any time with 90 days' notice whenever the CITY determines that such termination is in the best interests of the CITY;

B. By mutual written consent of both Parties;

C. For breach or default by GYEDC of any of its obligations set forth in this Agreement.

V. INDEMNIFICATION:

To the fullest extent permitted by law GYEDC shall indemnify and hold harmless the CITY, its agents and employees from and against all claims, damages, losses, expenses, and injury to property or persons (including death), including but not limited to attorney's fees, caused in whole or in part by any negligent act or omission of GYEDC, or anyone directly or indirectly employed by GYEDC for whose acts any of them may be liable, regardless of whether or not it is caused by a Party indemnified hereunder, whether authorized by GYEDC or not, including theft by GYEDC or any of its officers, agents, employees, guests, patrons, invitees or trespassers, arising out of or resulting from this Agreement. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

VI. INSURANCE:

GYEDC shall, at its own expense, secure and maintain during the term of this Agreement commercial general liability insurance including bodily injury, property damage, contractual, personal injury, and products/completed operations. Liability limits shall be no less than $2,000,000 per occurrence combined single limit and shall be primary and not contributory to any other coverage available to the CITY or its employees. The CITY shall be named as an additional insured, and certificates of insurance with endorsements for the requirements herein shall be delivered to the CITY prior to the commencement of this Agreement. Failure to provide required coverage and compliance with the terms and conditions of this Agreement shall not waive the contractual obligations herein. If the policy or policies are canceled by the insurance company or GYEDC during the term of this Agreement, GYEDC and insurance company shall provide ninety (90) days' written notice prior to the effective date of such cancellation or termination to the CITY.

VII GENERAL CONDITIONS:

A. **Nondiscrimination**. GYEDC shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964), and with the Americans with Disabilities Act of 1990. In addition, GYEDC shall include similar requirements of subcontractors in any contracts entered into for the performance of GYEDC obligations under this Agreement.

B. **Financial Review**.

1. GYEDC shall make its financial records available for inspection by the CITY, or its designee, upon reasonable notice during normal business hours of the CITY.

2. If the CITY desires a financial audit by a certified public accountant of GYEDC financial records to verify the use of the funds of the organization according to the terms and conditions of this Agreement, GYEDC shall cooperate fully in performing such audit. GYEDC shall not be responsible for the cost of such an audit if requested by the CITY and shall be entitled to a copy of any resulting reports received by the CITY

C. **Compliance with Law**. GYEDC shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, GYEDC shall include similar requirements of subcontractors in any contracts entered into for the performance of GYEDC obligations under this contract

D. **Binding on Successors**. The covenants and conditions herein contained apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties.

E. **Attorney Fees and Costs**. If any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing Party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration, and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.

F. **Laws Governing**. This Agreement shall be governed by the laws of the State of Arizona.

G. **Venue**. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in the Superior Court in Yuma County, Arizona.

H. **Waiver**. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, or any delay in exercising any rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this Agreement.

I. **Severability**. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

J. **Integration**. 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; and this contract may not be enlarged, modified, or altered except in writing signed by the Parties and endorsed.

K. .**No Partnership**. Nothing in the Agreement is intended or shall be construed to constitute a partnership or joint venture between the Parties, and neither Party shall be deemed the principal, agent, officer, or member of the other.

L. **Time of the Essence**. Time is of the essence in this Agreement. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of GYEDC of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction

M. **Dispute Resolution**. If the Parties mutually agree, claims, disputes or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement or breach of this Agreement may be subject to and decided by arbitration under the Arizona Uniform Rules of Procedure for Arbitration currently in effect. Request for arbitration shall be filed in writing with the other Party to this Agreement.

N. **Conflict of Interest**. This contract shall be subject to the Conflict of Interest provisions of A.R.S. § 38-511, as amended.

O. **Environmental Conditions**. GYEDC shall take all steps necessary to ensure its compliance with all applicable federal, state, and local environmental laws, regulations, and ordinances, and shall indemnify and hold the CITY harmless for any remediation required and from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death to any person or damage to any property or the environment of any nature whatsoever arising out of violations of such laws, regulations and ordinances.

P. **Notices**. Any business communications in connection with this Agreement may be provided by email. All legal notices or demands related to this Agreement must be provided in writing and sent to the receiving Party for the CITY to the City Manager and for GYEDC to the Chairman at the address in the first paragraph of this Agreement or such other addresses as either Party may from time to time designate in writing and deliver in the same manner as a legal notice or demand. 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. All notices to be given under this Agreement by either Party to the other shall be considered validly given and fully received when made in writing and delivered or refused delivery by major commercial delivery courier service or mailed in a manner that requires signature by the recipient or by process service.

Q. **Compliance with Federal and State Laws**. GYEDC warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility (e-verify).

A breach of this clause shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement.

The CITY retains the legal right to inspect the papers of any GYEDC or subcontractor employee who works on this Agreement to ensure that GYEDC or subcontractor is complying with this warranty.

R. **Political Activity Prohibition**. Employees, directors, board members, officers, and volunteers of the GYEDC are prohibited from engaging in any political activity with respect to candidates for political office beyond the private expression of personal opinion, registering as a member of a political party, signing petitions and voting in any special, general, or primary election. No employee, director, board member, officer, or volunteer shall solicit any contribution in cash or service from any GYEDC employee, director, board members, officer, or volunteer to support any candidate for public office. No employee, director, board member, officer, or volunteer shall use the name of the GYEDC, or use their affiliation with the GYEDC, to engage in any political activity of any kind or to solicit any contribution in cash or services to support any candidate for public office. If an employee, director, board member, officer, or volunteer should engage in said activities, they shall make it clear that they are doing so in their personal and private capacity, and are not associated with the GYEDC in any way while engaging in said activity. Employees, directors, board members, officers, and volunteers will refrain from engaging in any political activity while attending or participating in the GYEDC function or event.

S. No Personal Liability. No member, official or employee of the CITY shall be personally liable to GYEDC, or any successor or assignee, (a) if any default occurs or breach by the CITY, (b) for any amount which may become due to GYEDC or its successor or assign, or (c) under any obligation of the CITY under this Agreement.

T. 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.

U. **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.

V. **Ratification**. Acts, taken pursuant to this contract, but prior to its execution are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this Agreement in Yuma County, Arizona which is the day the last Party approved this Agreement.

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor

Date: _____

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Greater Yuma Economic Development Corporation

_____
Signature

_____
Print Name

_____
Title

Date: _____

Greater Yuma
ECONOMIC DEVELOPMENT CORP

February 28, 2019

Mayor Gerardo Sanchez
P.O. Box 1170
San Luis AZ 85349

Dear Mayor Sanchez,

Greater Yuma Economic Development Corporation (GYEDC) is very grateful to the City of San Luis for the outstanding partnership we have, and the financial support given to this organization. The City elected leaders and the administration continue to be disciplined stewards for all San Luis residents and visitors. The dedication and diligence demonstrated by all of you is sincerely appreciated.

I understand you are in the early stages of your budget process and I am grateful to have the opportunity to submit our request in a timely fashion.

I continue to champion the per capita funding model. As you are aware, budget stability has been a key focus of the GYEDC Governance Committee. The per capita method is widely accepted nationwide and implemented across the State of Arizona as well. The City of Yuma has met their per capita budget requirement and the County has met theirs after systematically increasing their annual budget allocation by $10,000 per year.

The City of San Luis currently invests $45,000 annually in our efforts – for which we are most grateful. On average throughout the State of Arizona, per capita spending by Public Entities for Economic Development is $5.32 per person based upon 2000 census population. Currently the City of San Luis per capita requirement is $63,763, a gap of $18,763 from the past year investment. I respectfully request the City commit to an annual increase of $6,254, which would put you on track to meet the per capita requirement in three years' time. With this commitment to increase, GYEDC can continue to grow our efforts in attracting and retaining the industries desired by the entire region.

We are grateful to you for your consideration of this request. Please feel free to call or email me with any questions you may have about our programs. We thank you for your partnership and look forward to many more great years together.

Sincerely,

Julie Engel
President/CEO
899 E. Plaza Circle, Suite 2
Yuma, AZ 85365

cc
Tadeo DeLaHoya, City Administrator
Francia Alonso, Assistant to Council

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. I.**

Meeting Date: 10/09/2019

Department Head: Tadeo A. De La Hoya, City Manager, Administration

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contribution to the Greater Yuma Port Authority, Inc. for Fiscal Year 2019-2020. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: The Greater Yuma Port Authority provides Master Planning to the Port Authority's lands and capital for the development of those lands. The Greater Yuma Port Authority is a non-profit corporation created by the City of San Luis, the City of Somerton, the County of Yuma and the Cocopah Indian Tribe. Section 5.3 page 6 of the Restated and Amended By-Laws have set the contribution at $50,000.00.

Amount: The city has contributed funds since the inception of the Greater Yuma Port Authority in the year 2000. The city has already budgeted funds in the amount of **$50,000.00** for Fiscal Year 2019-2020.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRIBUTION IN THE AMOUNT OF $50,000.00 TO THE GREATER YUMA PORT AUTHORITY.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$50,000.00
BUDGETED AMOUNT:	$50,000.00
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000, Contractual Services/$399,920.00

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

N/A

Attachments

Bylaws

BYLAWS

OF

GREATER YUMA PORT AUTHORITY, INC.
(An Arizona Nonprofit Corporation)

ARTICLE I

REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

1.1 Certain References. Any reference herein made to law will be deemed to refer to the law of the State of Arizona, including any applicable provision of Title 10 of the Arizona Revised Statutes, or any successor statute, as from time to time amended and in effect. Any reference herein made to the corporation's Articles will be deemed to refer to its Articles of Incorporation and all amendments thereto as at any given time on file with the Arizona Corporation Commission. References to specific sections of law herein made shall be deemed to refer to such sections, or any comparable successor provisions, as from time to time amended and in effect.

1.2 Seniority. The law and the Articles (in that order of precedence) will in all respects be considered senior and superior to these Bylaws, with any inconsistency to be resolved in favor of the law and such Articles (in that order of precedence), and with these Bylaws to be deemed automatically amended from time to time to eliminate any such inconsistency which may then exist.

1.3 Computation of Time. The time during which an act is required to be done, including the time for the giving of any required notice herein, shall be computed by excluding the first day or hour, as the case may be, and including the last day or hour.

ARTICLE II

OFFICES

2.1 Principal Office. The principal office of the corporation shall be located at any place either within the State of Arizona as designated in the corporation's most current Annual Report filed with the Arizona Corporation Commission or in any other document executed and delivered to the Arizona Corporation Commission for filing. If a principal office is not so designated, the principal office of the corporation shall mean the known place of business of the corporation. The corporation may have such other offices, either within or without the State of Arizona, as the Board of Directors may designate or as the business of the corporation may require from time to time.

2.2 Known Place of Business. A known place of business of the corporation shall be located within the State of Arizona and may be, but need not be, the address of the statutory agent of the corporation. The corporation may change its known place of business from time to time in accordance with the relevant provisions of the Arizona Nonprofit Corporation Act.

ARTICLE III

MEMBERS

3.1 Initial Members. The initial members of the corporation shall be as follows:

Yuma County, Arizona

City of San Luis, Arizona

City of Somerton, Arizona

Cocopah Indian Tribe

3.2 Additional Members. Additional members may be added by vote of the Board of Directors as provided in Section 4.1 below.

ARTICLE IV

PORT AUTHORITY BOARD OF DIRECTORS

4.1 Purpose, Empowerment and Number of Directors

A. Purpose and Empowerment

In addition to the duties of the Board set forth herein, it shall be the primary duty of the Board to make all policy statements on behalf of the corporation and to decide such policy issues as may come before the Board, as well as to supervise the direction and action of the corporation and its Officers and employees given the approved and accepted policies of record. The Board of Directors shall also review all action taken by any committees.

B. Number of Directors

The affairs of the corporation shall be directed by a Board of Directors, which shall consist of two persons appointed by each Member.

C. New Members

New corporation Members may be added by a ¾ vote of the current Board of Directors, provided that at least one Board member appointed by each Member approves the addition of a new Member. Any new Members must be federal, state or local governmental entities or Federally recognized Indian Tribes.

The cost of the Membership shall be determined by the current Board of Directors, and shall be at least what the other Members have contributed on the date that the new Member is approved. Such amount is due within 60 (sixty) days of the date of approval of the new Member, or as determined by the Board of Directors.

4.2 Master Plan

The Board shall draft a master plan for improvement of any land which shall be conveyed to, leased or acquired by the corporation. A majority vote of the Board shall be required to adopt this plan. The Board may from time to time modify the master plan by majority vote of the Board.

The provisions in the Master Plan shall not override or supersede any local existing zoning ordinance in effect at the time said lands are acquired. The jurisdiction wherein any land obtained by the corporation is situated shall govern such land.

4.3 Composition, Selection, and Qualifications of Members of the Board of Directors

A. A Member may appoint two (2) persons to serve on the Board of Directors, one of whom shall be from the business/private community and not an employee or elected official of any Member.

B. It is strongly recommended the Members shall appoint qualified person(s) to the Board. Persons experienced in economic development, transportation, and international issues are desired.

4.4 Voting Rights

Each Director shall be entitled to one vote provided the requirements of Article V are fulfilled. All votes shall be considered equal. Written proxies may not be given.

4.5 Term of Office

The term of office shall be five (5) years, with a maximum of two (2) consecutive terms. In the event, a Director fails to complete his/her five year term, a replacement will be selected by the appointing Member to serve the remaining portion of the term. Should the replacement serve equal to or greater than three (3) years, then he/she will have been deemed to have served a full five year term for the purposes of serving consecutive terms.

4.6 Initial Directors

The initial Board of Directors shall consist of directors selected to serve three or five year terms. Each Member shall select one director to serve a three year term and one director to serve a five year term. An initial director serving a three year term shall be considered to have served a full term for the purposes of this section.

4.7 Notice of Meetings

Written notice and a complete meeting packet of each Board Meeting shall be mailed or delivered to each Director at least five (5) working days prior to the date fixed for such meeting, except that, upon a declaration of emergency by a majority vote of the total number of persons

serving on the Executive Committee of the corporation Board, notice of a special meeting shall be delivered to each Director at least twenty-four (24) hours before the date and time of such meeting and shall include the matters to be addressed in the special meeting.

Notice and complete meeting packet shall also be given to the Chief Administrative Officer (CAO) of the Member agency at the prescribed corporate office and delivered in the same manner as for the Directors.

Notice of each Board Meeting shall be given in such a manner as to comply with the Arizona "Open Meeting" law.

4.8 Quorum and Required Vote

A majority of the Directors in office shall constitute a quorum for the transaction of business. A vote of a majority of the Directors present at any meeting in which a quorum is present shall constitute action by the Board unless a different vote is required by the Articles of Incorporation, these Bylaws, or by statute.

4.9 Directors' Manner of Acting

A. Participation in Meetings

Any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear one another during the meeting, in which case, any required notice of the meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. A director participating in a meeting by this means is deemed to be present in person at the meeting.

B. Dissent or Abstention of a Director

A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (1) the director objects at the beginning of the meeting (or promptly upon his or her arrival) to holding it or transacting business at the meeting, (2) his or her dissent or abstention from the action taken is entered in the minutes of the meeting, or (3) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation before 5:00 p.m. on the next business day after the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

4.10 Removal of Directors

Directors shall serve at the will of their appointing Member. An appointing Member may remove its Directors at any time with or without cause. In the event a Director is removed by a Member, the Member shall promptly appoint a successor Director.

4.11 Ex Officio Members

The Board may designate non-voting ex-officio members to the Board. The presence of ex-officio members at a meeting will not be added in order to constitute a quorum. It is anticipated the ex-officio officers will have significant experience in areas relevant to the operation and goals of the corporation.

While the Board may designate such ex-officio members as it deems appropriate, it is anticipated that the initial ex-officio Board Members shall include individuals selected from Marine Corps Air Station (Yuma), Yuma Metropolitan Planning Organization, Yuma County Airport Authority, Yuma Proving Ground, Greater Yuma Economic Development Corporation, Yuma County Chamber of Commerce and San Luis Chamber of Commerce shall serve as initial ex-officio Board Members.

ARTICLE V
MEMBER PARTICIPATION, CAPITAL CONTRIBUTION, INDEMNIFICATION

5.1 Membership Participation

Membership shall include all entities identified in Article III of these Bylaws. However, both appointees of a Member to the Board of Directors shall be prohibited, unless a majority of the remaining Board Members approve otherwise, from participation, voting and/or a seat on the Board of Directors if the requirements set forth in Sections 5.1 and 5.2 below are not met within twelve (12) months from the date of the request for such funds from the corporation or during any time period that a Member elects to become a "non-voting Member" pursuant to Section 5.4 below. During the time period that any Board Member is prohibited from participating pursuant to this section, such Board Member shall not be considered a member of the Board of Directors for purposes of determining whether a quorum of Board Members are present at any meeting or for purposes of determining whether any vote was approved by a majority of the Board Members.

5.2 Initial Capital Contribution

Each Member shall be responsible to contribute capital in equal amounts of $100,000.00. The initial Board will take into consideration all factors determined necessary to formation of the corporation and determine an operating budget for year one of the corporation. The amount necessary as determined by the Board shall then be divided by the number of Members. Each Member shall be responsible for contribution of this amount. Failure by any Member to fulfill its obligation under this paragraph shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

5.3 Cash Calls

It is anticipated that certain expenses, after the initial capital contribution, may arise prior to the corporation producing enough revenue to meet expenses. Each Member executing these bylaws, and each new Member who shall hereafter be admitted to membership in the Corporation, agrees to be responsible for its equal share of any such expense as requested by majority vote of the Board, not to exceed $20,000.00 per year (subject to appropriation by each respective governing board). Failure by any such Members to fulfill the requirement set forth herein shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

5.4 Voluntary Withdrawal of Member

Any Member may at any time voluntarily withdraw from membership and shall be entitled to repayment without interest of the Member's capital contribution, payable over a three-year term; or

At the request of the withdrawing Member, said Member may be allowed to remain as a non-voting member until dissolution, at which time the withdrawing Member would receive the amount set forth in paragraph 5.5(C) (the withdrawing Member may at any time prior to the dissolution become reinstated as a voting Member by paying all outstanding assessments from the date of withdrawal); or

The withdrawing Member shall receive such amounts in satisfaction of his interest as the withdrawing Member and the remaining Members agree upon by unanimous consent.

5.5 Dissolution

A. Events of Dissolution

The corporation may be dissolved only upon written consent of each and every director of the Board, and at the approval of the governing body of each Member.

B. Winding up

On the corporation's dissolution, the business of the corporation shall be wound up within a reasonable period of time, its assets liquidated, a final accounting made and the corporation's books closed all in accordance with the applicable provisions of Title 10 of the Arizona Revised Statutes.

C. Distribution of Liquidation proceeds

1. Assets/proceeds

Should any assets/proceeds in excess of liabilities exist following this corporation's election to dissolve and winding up, the assets/proceeds shall be distributed to the

Members. Any assets not disposed of shall be disposed of by the Superior Court of Yuma County, Arizona.

2. Liabilities

Upon dissolution and liquidation, any liabilities in excess of assets/proceeds will be divided equally among the remaining Members. A Member will be considered responsible under this paragraph unless it terminated its membership greater than two years prior to the date of the election to dissolve. Notwithstanding the foregoing, nothing in this provision shall cause the liabilities allocated to a Member to constitute a debt of such Member and the Member's obligation to make payment of such liability shall be at the sole discretion of the Member's governing body and shall be subject to appropriation.

5.6 Indemnification

To the extent permitted by law, each Member shall hold harmless and indemnify each other Member from any claim, liability or loss related to any funding, capital contribution, or in any manner whatsoever with regard to the individual participation by that Member to the fullest extent allowed by law, save for that caused by the indemnitee's intentional misconduct or sole negligence, or as specified in 5.5.C.2.

ARTICLE VI
OFFICERS

6.1 Officers of the Corporation

The officers of the corporation shall consist of the Chairperson, Vice Chairperson, and a Secretary/Treasurer and shall collectively constitute the Executive Committee.

6.2 Election-Term

The Chairperson, Vice Chairperson and Secretary/Treasurer of the corporation shall be elected by the Board at the next scheduled Board Meeting following the Annual Meeting. Officers shall serve terms of one (1) year each or until their successors are elected and qualified.

6.3 Chairperson of the Board

The Chairperson of the corporation Board shall preside at all meetings of the Board and the Executive Committee.

6.4 Vice Chairperson

The Vice Chairperson in the absence of the Chairperson, shall assume all duties of that office and, upon the death, resignation, or removal of the Chairperson, the Vice Chairperson shall assume duties until a new Chairperson has been elected.

6.5 Secretary/Treasurer

The Secretary/Treasurer shall keep the roll of Directors, give staff assistance in providing notice of all meetings and recorded minutes of the Boards, review and sign the minutes of such meetings and generally oversee the records, and shall perform such other duties as may be assigned by the Chairperson. The Secretary/Treasurer shall work with staff of the corporation and shall accept contributions to the corporation keep accurate accounts of all sums due and all expenditures made, and report the financial condition of The corporation to the Board at each Regular Meeting.

ARTICLE VII
COMPENSATION

No Director or Officer shall be entitled to any compensation. However, the Board may reimburse reasonable out-of-pocket expenses of its Officers and/or Directors in the performance of duties, if such expenses are approved by the Board.

ARTICLE VIII
AMENDMENT

Amendments to these Bylaws may be adopted by the Board of Directors at the Annual Meeting or at a special meeting called for that purpose. Notice of any proposed amendments shall be included in a notice to the Members of the meeting at which the proposed amendments is to be considered. A resolution adopting the proposed amendment must receive approval by a three/fourths (3/4) vote of the Board of Directors and the approval of the governing body of each member.

ARTICLE IX
CONFLICTS OF INTEREST

9.1 Definitions

A. *Port Authority*

Only for the purposes of this Article IX, Conflicts of Interest, "Port Authority" means and includes all Officers and Directors of the Port Authority and employees of the Port Authority, and their relatives.

B. *Relatives*

"RELATIVE" means the spouse, child, stepchild, grandchild, parent, grandparent, brother, or sister, of the whole or half blood, and their spouses.

C. *Substantial Interest*

"SUBSTANTIAL INTEREST" means substantial pecuniary or proprietary interest, either direct or indirect.

9.2 Specific Guidelines

A. No Officer or Director shall participate in the decision-making process on any matter in which such person has a substantial interest, pursuant to State law.

B. Upon learning that Port Authority (or a Committee thereof) is involved in a matter in which a Officer or Director has a substantial interest, such Director or Officer shall notify the Chair of Port Authority of such interest and shall immediately withdraw from any further communication or discussion with any Officer, Director or employee of Port Authority with respect thereto.

C. No Officer or Director shall use his or her position as an Officer, Director, employee, or Committee Member of Port Authority to gain access to information or influence the decision-making process of either Port Authority or any governmental body or agency in connection with any Port Authority matter in which such Officer or Director has a substantial interest.

D. Upon receipt of notice from a Officer or Director that such person has a substantial interest in a matter in which Port Authority is involved, the Chair shall remove such Officer or Director from any discussion and not furnish or provide him or her with the information pertaining to that matter which is furnished to the other Port Authority Officer or Director; except to the extent that such information is generally available to the public at large.

9.3 Interpretation

An Officer or Director who may have a substantial interest in a Port Authority matter may disclose the potential conflict of interest to the Chair and/or counsel to Port Authority for an interpretation of this Conflict of Interest policy.

ARTICLE X
MISCELLANEOUS

10.1 Contracts, etc.

Except as otherwise provided by law or these Bylaws, an Officer or Officers, employee or employees, or agent or agents of the corporation as shall be specified by the Board may sign, in the name and on behalf of the corporation, all deeds, bonds, contracts, leases, and other instruments or documents, the execution of which shall be authorized by a majority vote of the Board, and such authority may be general or confined to specific instances.

10.2 Checks, Drafts, etc.

All checks, drafts, notes, bonds, bills of exchange, or other orders, instruments, or obligations for the payment of money shall be signed and countersigned by such Officer or Officers, employee or employees, or agency or agents of the corporation as shall be specified by the Board.

10.3 Notice and Waivers Thereof

Whenever any notice to a Director or Officer is required by the Bylaws, by the Articles of Incorporation, or by any law, such notice, except as otherwise provided by law, may be given personally or in writing by mail addressed to such Director or Officer at his or her place of business, if any, or at such address as appears in the records of the corporation as the home address of the Director or Officer, Any notice given by mail shall be deemed to have been given when it shall have been deposited, with the proper postage, in a post office in a regularly maintained letter box, or with a postal carrier. A waiver of such notice in writing, signed by the person entitled to such notice, whether before or after the time of the action for which such notice is required, shall be deemed the equivalent thereof, and the presence without objection at any meeting of any person entitled to notice thereof shall be deemed a waiver of such notice as to such person.

10.4 Interested Directors

In the absence of fraud, no contract or transaction between the corporation and a Director or any other corporation or entity in which such Director is a Director or Officer, or is financially interested, shall be void or voidable for reason of the financial interest alone, provided that the fact of such common Directorship, Officership, or financial or other interest is disclosed or known to the Board, and that the Board approves such transaction or contract by a vote sufficient for such purpose without the vote of such interested Director. Such Director may, however, be counted in determining the presence of a quorum at such meeting.

10.5 Limitation of Liability and Indemnity

A. *Liability*

No Officer or Director shall be liable to the corporation for any loss or damage suffered by it on account of any action taken or not taken by him or her as an Officer or Director, if such person (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances and in the conduct of his or her own affairs, or (2) took or failed to take such action in reliance upon advice of counsel for the corporation or upon statements made or confirmation furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law.

B. *Indemnity*

Each Officer and Director, whether or not then in office, shall be held

harmless and indemnified by the corporation against all claims and liabilities and all expenses reasonably incurred or imposed upon him or her in connection with or resulting from any action, suit, or proceeding, civil or criminal, or the settlement or compromise thereof, to which he or she may be made party be reason of any action taken or failed to be taken by him or her as an Officer or Director of the corporation in good faith, if such person, in the opinion of a court or the Board of Directors, (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances in the conduct of his or her own affairs, or (2) acted upon advice of counsel for the corporation or upon statements made or information furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe.

C. *Insurance*

The corporation shall purchase and maintain insurance on behalf of, or insure or cause to be insured, any person who was or is a Director or Officer against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify him or her as provided by Arizona State Law.

10.6 Books and Records

A. The corporation shall keep complete books and records of account, shall keep minutes of the proceedings of its Board, and shall keep a record giving the names and addresses of the Directors entitled to vote, at the Principal office of business.

B. Within ninety (90) days following the close of the fiscal year, the Board of Directors shall have caused to be conducted an independent annual audit of the preceding year's financial activities.

C. Each year, at the annual Meeting, an annual report shall be made to the Members, which shall include a statement of financial condition and a summary of the activities of the corporation for the preceding fiscal year.

10.7 Corporate Seal

The Seal of the corporation shall be impressed as follows: "GREATER YUMA PORT AUTHORITY, INCORPORATED 2000 ARIZONA" ADOPTED THIS 18th DAY OF Sept., 2000 BY THE BOARD OF DIRECTORS OF THE PORT AUTHORITY.

City of San Luis
By:
Its: Mayor

Cocopah Indian Tribe
By:
Its: Chairwoman

City of Somerton
By:
Its: Mayor

Yuma County Board of Supervisors
By:
Its: Chairman

FIRST AMENDED AND RESTATED BYLAWS

OF

GREATER YUMA PORT AUTHORITY, INC.

AN ARIZONA NONPROFIT CORPORATION

KNOW ALL MEN BY THESE PRESENTS that the GREATER YUMA PORT AUTHORITY, INC., an Arizona nonprofit corporation, being duly authorized to act pursuant to the terms of the Bylaws adopted on August 3, 2000, and by virtue of the approvals previously obtained by the Board of Directors and the governing bodies of the member entities, to amend such Bylaws, does hereby make, execute, and enter into this FIRST AMENDED AND RESTATED BYLAWS in order to amend, restate, supersede, and replace the Bylaws adopted on August 3, 2000, to the extent of the amendments set forth herein. All remaining provisions of the original Bylaws, including the signatures of the original member entities, are incorporated herein by this reference.

ARTICLE I
REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

1.1 Certain References. Any reference herein made to law will be deemed to refer to the law of the State of Arizona, including any applicable provision of Title 10 of the Arizona Revised Statutes, or any successor statute, as from time to time amended and in effect. Any reference herein made to the corporation's Articles will be deemed to refer to its Articles of Incorporation and all amendments thereto as at any given time on file with the Arizona Corporation Commission. References to specific sections of law herein made shall be deemed to refer to such sections, or any comparable successor provisions, as from time to time amended and in effect.

1.2 Seniority. The law and the Articles (in that order of precedence) will in all respects be considered senior and superior to these Bylaws, with any inconsistency to be resolved in favor of the law and such Articles (in that order of precedence), and with these Bylaws to be deemed automatically amended from time to time to eliminate any such inconsistency which may then exist.

1.3 Computation of Time. The time during which an act is required to be done, including the time for the giving of any required notice herein, shall be computed by excluding the first day or hour, as the case may be, and including the last day or hour.

ARTICLE II
OFFICES

2.1 Principal Office. The principal office of the corporation shall be located at any place either within the State of Arizona as designated in the corporation's most current Annual Report filed with the Arizona Corporation Commission or in any other document executed and delivered to

the Arizona Corporation Commission for filing. If a principal office is not so designated, the principal office of the corporation shall mean the known place of business of the corporation. The corporation may have such other offices, either within or without the State of Arizona, as the Board of Directors may designate or as the business of the corporation may require from time to time.

2.2 Known Place of Business. A known place of business of the corporation shall be located within the State of Arizona and may be, but need not be, the address of the statutory agent of the corporation. The corporation may change its known place of business from time to time in accordance with the relevant provisions of the Arizona Nonprofit Corporation Act.

ARTICLE III
MEMBERS

3.1 Initial Members. The initial members of the corporation shall be as follows:

Yuma County, Arizona
City of San Luis, Arizona
City of Somerton, Arizona
Cocopah Indian Tribe

3.2 Additional Members. Additional members may be added by vote of the Board of Directors as provided in Section 4.1 below.

ARTICLE IV
PORT AUTHORITY BOARD OF DIRECTORS

4.1 Purpose, Empowerment and Number of Directors.

A. *Purpose and Empowerment.*

In addition to the duties of the Board set forth herein, it shall be the primary duty of the Board to make all policy statements on behalf of the corporation and to decide such policy issues as may come before the Board, as well as to supervise the direction and action of the corporation and its Officers and employees given the approved and accepted policies of record. The Board of Directors shall also review all action taken by any committees.

B. *Number of Directors.*

The affairs of the corporation shall be directed by a Board of Directors, which shall consist of two persons appointed by each Member.

C. *New Members.*

New corporation Members may be added by a 3/4 vote of the current Board of Directors, provided that at least one Board member appointed by each Member approves the

addition of a new Member. Any new Members must be federal, state or local governmental entities or Federally recognized Indian Tribes.

The cost of the Membership shall be determined by the current Board of Directors, and shall be at least what the other Members have contributed on the date that the new Member is approved. Such amount is due within 60 (sixty) days of the date of approval of the new Member, or as determined by the Board of Directors.

4.2 Master Plan.

The Board shall draft a master plan for improvement of any land which shall be conveyed to, leased or acquired by the corporation. A majority vote of the Board shall be required to adopt this plan. The Board may from time to time modify the master plan by majority vote of the Board.

The provisions in the Master Plan shall not override or supersede any local existing zoning ordinance in effect at the time said lands are acquired. The jurisdiction wherein any land obtained by the corporation is situated shall govern such land.

4.3 Composition, Selection, and Qualifications of Members of the Board of Directors.

A. A Member may appoint two (2) persons to serve on the Board of Directors, one of whom shall be from the business/private community and not an employee or elected official of any Member.

B. It is strongly recommended the Members shall appoint qualified person(s) to the Board. Persons experienced in economic development, transportation, and international issues are desired.

4.4 Voting Rights.

Each Director shall be entitled to one vote provided the requirements of Article V are fulfilled. All votes shall be considered equal. Written proxies may not be given.

4.5 Term of Office.

The term of office shall be five (5) years, with a maximum of two (2) consecutive terms. In the event, a Director fails to complete his/her five year term, a replacement will be selected by the appointing Member to serve the remaining portion of the term. Should the replacement serve equal to or greater than three (3) years, then he/she will have been deemed to have served a full five year term for the purposes of serving consecutive terms.

4.6 Initial Directors.

The initial Board of Directors shall consist of directors selected to serve three or five year terms. Each Member shall select one director to serve a three year term and one director to serve a five year term. An initial director serving a three year term shall be considered to have served a full term for the purposes of this section.

4.7 Notice of Meetings.

Written notice and a complete meeting packet of each Board Meeting shall be mailed or delivered to each Director at least five (5) working days prior to the date fixed for such meeting, except that, upon a declaration of emergency by a majority vote of the total number of persons serving on the Executive Committee of the corporation Board, notice of a special meeting shall be delivered to each Director at least twenty-four (24) hours before the date and time of such meeting and shall include the matters to be addressed in the special meeting.

Notice and complete meeting packet shall also be given to the Chief Administrative Officer (CAO) of the Member agency at the prescribed corporate office and delivered in the same manner as for the Directors.

Notice of each Board Meeting shall be given in such a manner as to comply with the Arizona "Open Meeting" law.

4.8 Quorum and Required Vote.

A majority of the Directors in office shall constitute a quorum for the transaction of business. A vote of a majority of the Directors present at any meeting in which a quorum is present shall constitute action by the Board unless a different vote is required by the Articles of Incorporation, these Bylaws, or by statute.

4.9 Directors' Manner of Acting.

A. *Participation in Meetings.*

Any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear one another during the meeting, in which case, any required notice of the meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. A director participating in a meeting by this means is deemed to be present in person at the meeting.

B. *Dissent or Abstention of a Director.*

A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (1) the director objects at the beginning of the meeting (or promptly upon his or her arrival)

to holding it or transacting business at the meeting, (2) his or her dissent or abstention from the action taken is entered in the minutes of the meeting, or (3) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation before 5:00 p.m. on the next business day after the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

4.10 Removal of Directors.

Directors shall serve at the will of their appointing Member. An appointing Member may remove its Directors at any time with or without cause. In the event a Director is removed by a Member, the Member shall promptly appoint a successor Director.

4.11 Ex-Officio Members.

The Board may designate non-voting ex-officio members to the Board. The presence of ex-officio members at a meeting will not be added in order to constitute a quorum. It is anticipated the ex-officio officers will have significant experience in areas relevant to the operation and goals of the corporation.

While the Board may designate such ex-officio members as it deems appropriate, it is anticipated that the initial ex-officio Board Members shall include individuals selected from Marine Corps Air Station (Yuma), Yuma Metropolitan Planning Organization, Yuma County Airport Authority, Yuma Proving Ground, Greater Yuma Economic Development Corporation, Yuma County Chamber of Commerce and San Luis Chamber of Commerce shall serve as initial ex-officio Board Members.

ARTICLE V
MEMBER PARTICIPATION, CAPITAL CONTRIBUTION, INDEMNIFICATION

5.1 Membership Participation.

Membership shall include all entities identified in Article III of these Bylaws. However, both appointees of a Member to the Board of Directors shall be prohibited, unless a majority of the remaining Board Members approve otherwise, from participation, voting and/or a seat on the Board of Directors if the requirements set forth in Sections 5.1 and 5.2 below are not met within twelve (12) months from the date of the request for such funds from the corporation or during any time period that a Member elects to become a "non-voting Member" pursuant to Section 5.4 below. During the time period that any Board Member is prohibited from participating pursuant to this section, such Board Member shall not be considered a member of the Board of Directors for purposes of determining whether a quorum of Board Members are present at any meeting or for purposes of determining whether any vote was approved by a majority of the Board Members.

5.2 Initial Capital Contribution.

Each Member shall be responsible to contribute capital in equal amounts of $100,000.00. The initial Board will take into consideration all factors determined necessary to

formation of the corporation and determine an operating budget for year one of the corporation. The amount necessary as determined by the Board shall then be divided by the number of Members. Each Member shall be responsible for contribution of this amount. Failure by any Member to fulfill its obligation under this paragraph shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

5.3 Cash Calls.

It is anticipated that certain expenses, after the initial capital contribution, may arise prior to the corporation producing enough revenue to meet expenses. Each Member executing these bylaws, and each new Member who shall hereafter be admitted to membership in the Corporation, agrees to be responsible for its equal share of any such expense as requested by majority vote of the Board, not to exceed $50,000.00[1] per year (subject to appropriation by each respective governing board). Failure by any such Members to fulfill the requirement set forth herein shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

5.4 Voluntary Withdrawal of Member.[2]

Any Member may at any time voluntarily withdraw from membership and shall be entitled to repayment without interest of the Member's capital contribution, payable over a three-year term; or

At the request of the withdrawing Member, said Member may be allowed to remain as a non-voting member until dissolution, at which time the withdrawing Member would receive the amount set forth in paragraph 5.5(C) (the withdrawing Member may at any time prior to dissolution become reinstated as a voting Member by paying all outstanding assessments from the date of withdrawal); or

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[1] Amended on July 25, 2001, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to increase the maximum annual cash call amount to $40,000 from $20,000. Such action was subsequently approved by the governing bodies of the member entities.

Amended on February 24, 2005, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to increase the maximum annual cash call amount to $50,000 from $40,000. Such action was subsequently approved by the governing bodies of the member entities.

[2] Amended on February 20, 2002, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to delete and replace the language set forth in section 5.4 in the original Bylaws, as proposed by the City of Somerton. The Chairman directed staff to forward the amendment to all member entities for approval. Although the member entities approved an amendment to section 5.4, such approvals included additional revised language to the new section 5.4, which the GYPA had not considered or approved.

Amended on May 10, 2007, by action of the Greater Yuma Port Authority Board of Directors at a special meeting to delete section 5.4 of the original Bylaws, in its entirety, and substitute the language set forth in section 5.4 of the First Amended and Restated Bylaws in its place, which is the version that was previously revised, and adopted and approved, by the member entities.

That the withdrawing Member shall receive such amounts in satisfaction of its interest as the withdrawing Member and the remaining Members agree upon by unanimous consent; or that the City of Somerton, an original member, may withdraw as a member and become an ex-officio member and be entitled to repayment of the City of Somerton's capital contributions without interest, and further, that the City of Somerton may at any time prior to the dissolution become reinstated as a voting Member by paying capital contributions refunded equal to that made by each of the other original member entities prior to the City of Somerton's reinstatement. The City of Somerton specifically acknowledges that during the time the City has voluntarily withdrawn from membership it forfeits any right to the process in approving or disapproving changes of the By-Laws (except any change that would affect the City's right to reinstatement) or any other Greater Yuma Port Authority operations except as an Ex-Officio Member of the Board.

5.5 Dissolution.

A. *Events of Dissolution.*

The corporation may be dissolved only upon written consent of each and every director of the Board, and at the approval of the governing body of each Member.

B. *Winding Up.*

On the corporation's dissolution, the business of the corporation shall be wound up within a reasonable period of time, its assets liquidated, a final accounting made and the corporation's books closed all in accordance with the applicable provisions of Title 10 of the Arizona Revised Statutes.

C. *Distribution of Liquidation Proceeds.*

1. Assets/Proceeds.

Should any assets/proceeds in excess of liabilities exist following this corporation's election to dissolve and winding up, the assets/proceeds shall be distributed to the Members. Any assets not disposed of shall be disposed of by the Superior Court of Yuma County, Arizona.

2. Liabilities.

Upon dissolution and liquidation, any liabilities in excess of assets/proceeds will be divided equally among the remaining Members. A Member will be considered responsible under this paragraph unless it terminated its membership greater than two years prior to the date of the election to dissolve. Notwithstanding the foregoing, nothing in this provision shall cause the liabilities allocated to a Member to constitute a debt of such Member and the Member's obligation to make payment of such liability shall be at the sole discretion of the Member's governing body and shall be subject to appropriation.

5.6 Indemnification.

To the extent permitted by law, each Member shall hold harmless and indemnify each other Member from any claim, liability or loss related to any funding, capital contribution, or in any manner whatsoever with regard to the individual participation by that Member to the fullest extent allowed by law, save for that caused by the indemnitee's intentional misconduct or sole negligence, or as specified in 5.5.C.2.

ARTICLE VI
OFFICERS

6.1 Officers of the Corporation.

The officers of the corporation shall consist of the Chairperson, Vice Chairperson, and a Secretary/Treasurer and shall collectively constitute the Executive Committee.

6.2 Election-Term.

The Chairperson, Vice Chairperson and Secretary/Treasurer of the corporation shall be elected by the Board at the next scheduled Board Meeting following the Annual Meeting. Officers shall serve terms of one (1) year each or until their successors are elected and qualified.

6.3 Chairperson of the Board.

The Chairperson of the corporation Board shall preside at all meetings of the Board and the Executive Committee.

6.4 Vice Chairperson.

The Vice Chairperson in the absence of the Chairperson, shall assume all duties of that office and, upon the death, resignation, or removal of the Chairperson, the Vice Chairperson shall assume duties until a new Chairperson has been elected.

6.5 Secretary/Treasurer.

The Secretary/Treasurer shall keep the roll of Directors, give staff assistance in providing notice of all meetings and recorded minutes of the Boards, review and sign the minutes of such meetings and generally oversee the records, and shall perform such other duties as may be assigned by the Chairperson. The Secretary/Treasurer shall work with staff of the corporation and shall accept contributions to the corporation keep accurate accounts of all sums due and all expenditures made, and report the financial condition of the corporation to the Board at each Regular Meeting.

ARTICLE VII
COMPENSATION

No Director or Officer shall be entitled to any compensation. However, the Board may reimburse reasonable out-of-pocket expenses of its Officers and/or Directors in the performance of duties, if such expenses are approved by the Board.

ARTICLE VIII
AMENDMENT

Amendments to these Bylaws may be adopted by the Board of Directors at the Annual Meeting or at a special meeting called for that purpose. Notice of any proposed amendments shall be included in a notice to the Members of the meeting at which the proposed amendments is to be considered. A resolution adopting the proposed amendment must receive approval by a three/fourths (3/4) vote of the Board of Directors and the approval of the governing body of each member.

ARTICLE IX
CONFLICTS OF INTEREST

9.1 **Definitions.**

A. *Port Authority.*

Only for the purposes of this Article IX, Conflicts of Interest, "Port Authority" means and includes all Officers and Directors of the Port Authority and employees of the Port Authority, and their relatives.

B. *Relatives.*

"RELATIVE" means the spouse, child, stepchild, grandchild, parent, grandparent, brother, or sister, of the whole or half blood, and their spouses.

C. *Substantial Interest.*

"SUBSTANTIAL INTEREST" means substantial pecuniary or proprietary interest, either direct or indirect.

9.2 **Specific Guidelines.**

A. No Officer or Director shall participate in the decision-making process on any matter in which such person has a substantial interest, pursuant to State law.

B. Upon learning that Port Authority (or a Committee thereof) is involved in a matter in which a Officer or Director has a substantial interest, such Director or Officer shall notify the Chair of Port Authority of such interest and shall immediately withdraw from any further

communication or discussion with any Officer, Director or employee of Port Authority with respect thereto.

C. No Officer or Director shall use his or her position as an Officer, Director, employee, or Committee Member of Port Authority to gain access to information or influence the decision-making process of either Port Authority or any governmental body or agency in connection with any Port Authority matter in which such Officer or Director has a substantial interest.

D. Upon receipt of notice from a Officer or Director that such person has a substantial interest in a matter in which Port Authority is involved, the Chair shall remove such Officer or Director from any discussion and not furnish or provide him or her with the information pertaining to that matter which is furnished to the other Port Authority Officer or Director; except to the extent that such information is generally available to the public at large.

9.3 Interpretation.

An Officer or Director who may have a substantial interest in a Port Authority matter may disclose the potential conflict of interest to the Chair and/or counsel to Port Authority for an interpretation of this Conflict of interest policy.

ARTICLE X
MISCELLANEOUS

10.1 Contracts, etc.

Except as otherwise provided by law or these Bylaws, an Officer or Officers, employee or employee or agent or agents of the corporation as shall be specified by the Board may sign, in the name and on behalf of the corporation, all deeds, bonds, contracts, leases, and other instruments or documents, the execution of which shall be authorized by a majority vote of the Board, and such authority may be general or confined to specific instances.

10.2 Checks, Drafts, etc.

All checks, drafts, notes, bonds, bills of exchange, or other orders, instruments, or obligations for the payment of money shall be signed and countersigned by such Officer or Officers, employee or employees, or agency or agents of the corporation as shall be specified by the Board.

10.3 Notice and Waivers Thereof.

Whenever any notice to a Director or Officer is required by the Bylaws, by the Articles of Incorporation, or by any law, such notice, except as otherwise provided by law, may be given personally or in writing by mail addressed to such Director or Officer at his or her place of business, if any, or at such address as appears in the records of the corporation as the home address of the Director or Officer. Any notice given by mail shall be deemed to have been given when it shall have been deposited, with the proper postage, in a post office in a regularly maintained letter box, or with a postal carrier. A waiver of such notice in writing, signed by the person entitled to

such notice, whether before or after the time of the action for which such notice is required, shall be deemed the equivalent thereof, and the presence without objection at any meeting of any person entitled to notice thereof shall be deemed a waiver of such notice as to such person.

10.4 Interested Directors.

In the absence of fraud, no contract or transaction between the corporation and a Director or any other corporation or entity in which such Director is a Director or Officer, or is financially interested, shall be void or voidable for reason of the financial interest alone, provided that the fact of such common Directorship, Officership, or financial or other interest is disclosed or known to the Board, and that the Board approves such transaction or contract by a vote sufficient for such purpose without the vote of such interested Director. Such Director may, however, be counted in determining the presence of a quorum at such meeting.

10.5 Limitation of Liability and Indemnity.

A. *Liability.*

No Officer or Director shall be liable to the corporation for any loss or damage suffered by it on account of any action taken or not taken by him or her as an Officer or Director, if such person (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances and in the conduct of his or her own affairs, or (2) took or failed to take such action in reliance upon advice of counsel for the corporation or upon statements made or confirmation furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe. The foregoing shall not be exclusive of other rights and defenses to which be or she may be entitled as a matter of law.

B. *Indemnity.*

Each Officer and Director, whether or not then in office, shall be held harmless and indemnified by the corporation against all claims and liabilities and all expenses reasonably incurred or imposed upon him or her in connection with or resulting from any action, suit, or proceeding, civil or criminal, or the settlement or compromise thereof, to which he or she may be made party be reason of any action taken or failed to be taken by him or her as an Officer or Director of the corporation in good faith, if such person, in the opinion of a court or the Board of Directors, (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances in the conduct of his or her own affairs, or (2) acted upon advice of counsel for the corporation or upon statements made or information furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe.

C. *Insurance.*

The corporation shall purchase and maintain insurance on behalf of, or insure or cause to be insured, any person who was or is a Director or Officer against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of such status,

whether or not the corporation would have the power to indemnify him or her as provided by Arizona State Law.

10.6 Books and Records.

A. The corporation shall keep complete books and records of account, shall keep minutes of the proceedings of its Board, and shall keep a record giving the names and addresses of the Directors entitled to vote, at the Principal office of business.

B. Within ninety (90) days following the close of the fiscal year, the Board of Directors shall have caused to be conducted an independent annual audit of the preceding year's financial activities.

C. Each year, at the annual Meeting, an annual report shall be made to the Members, which shall include a statement of financial condition and a summary of the activities of the corporation for the preceding fiscal year.

10.7 Corporate Seal.

The Seal of the corporation shall be impressed as follows: "GREATER YUMA PORT AUTHORITY, INCORPORATED 2000 ARIZONA" ADOPTED THIS 18TH DAY OF SEPTEMBER, 2000 BY THE BOARD OF DIRECTORS OF THE PORT AUTHORITY.

DATED this 17 day of May, 2007.

Gary Magrino, Chairman

Attest:
Terre Catanzaro, Secretary

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. J.**

Meeting Date: 10/09/2019

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Assistant to Council/PIO, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for Fiscal Year 2019-2020. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: Yuma Community Food Bank provides food, free of charge, to low-income families in the City of San Luis.

Amount: The city has entered into an agreement with the Yuma Community Food Bank in the past and has already budgeted **$25,000.00** for food to low-income families in the City of San Luis and an additional **$5,000.00** for the Snack Pack Program at the Youth Center until the end of the Fiscal Year 2019-2020. A total of **$30,000.00**.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND RATIFY THE CONTRACT WITH THE FOOD BANK IN THE TOTAL AMOUNT OF $30,000.00 AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$30,000.00
BUDGETED AMOUNT:	$30,000.00
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000, Contractual Services/$399,920.00

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

N/A

Attachments

Food Bank Contract

Contribution Letter FY 19-20

AGREEMENT

Agreement (the "Agreement") is effective July 1, 2019, between the City of San Luis, Arizona, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona (the "City"), and Yuma Community Food Bank, a non-profit corporation organized under the laws of Arizona of 2404 E. 24th Street, Yuma, AZ 85365 (the "Food Bank"). The City and the Food Bank may be referred to singularly as the "Party" and collectively as the "Parties").

In consideration of the mutual promises in this Agreement, the Parties agree as follows:

SECTION ONE. PURPOSE

The Parties have the mutual purpose to deliver food to low-income residents of the City of San Luis, Arizona.

SECTION TWO. DURATION

The term of this Agreement shall start on July 1, 2019 and end on June 30, 2020,

SECTION THREE. OBLIGATION OF THE FOOD BANK

3.1 The Food Bank promises to deliver food to low-income persons within the city limits of the City of San Luis at least twice per month and to do so free to said low-income persons for the duration of this Agreement.

3.2 The Food Bank shall provide to the City of San Luis at the Youth Center food for youth through the Food Bank's Snack Pack Program.

3.3 Food shall be distributed to all qualified persons regardless of religious faith. Money paid in this Agreement shall not be used to promote religious faith or beliefs.

3.4 Distribution of food shall conform to all federal, state and local legal requirements, including, but not limited to all rules and regulations of the Yuma County Health Department.

3.5 The Food Bank shall make their financial records available for inspection by the City, or its designee, upon reasonable notice during normal business hours of the City to verify the City's funds are used to benefit the low-income people and youth of the City.

SECTION FOUR. OBLIGATION OF CITY

The City agrees to pay a total of $30,000 (thirty thousand dollars) to the Food Bank for the below separate services.

4.1 The City agrees to pay the Food Bank $25,000.00 (twenty-five thousand dollars) for food services to low-income persons in the city limits of the City of San Luis.

4.2 The City agrees to pay the Food Bank for the Snack Pack Program $5,000.00 (five thousand dollars) for youth who reside in San Luis and participate in the program at the City of San Luis Youth Center in Joe Orduño Park.

SECTION FIVE. LIABILITY INSURANCE AND INDEMNITY

The Food Bank agrees to defend, indemnify and hold City, their respective affiliates, officers, directors, employees and agents harmless against any losses, claims demands, suits, actions, judgments, fines or payments for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of food distribution by the Food Bank. The Food Bank obligations under this paragraph shall survive expiration or termination of this Agreement.

SECTION SIX. COMPLIANCE WITH THE LAW

6.1 Conflict of Interest. 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 A.R.S. §38-511.

6.2 Employment Eligibility E-verify. The Food Bank warrants 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 the Food Bank to ensure that the Food Bank complies with this warranty.

6.3 OSHA. The Food Bank expressly agrees that it shall be solely responsible for supervising it's employees; that it shall comply with all rules, regulations, orders, standards and interpretations promulgated under the Occupational Safety and Health Act of 1970 (OSHA) and any occupational safety and health act of Arizona; includes but not limited to training, provision of personal protective equipment; adherence to all approprate lockout

tagout procedures and providing all notices, safety data sheets, etc., as required by the right-to-know standard.

SECTION SEVEN. MISCELLANOUS PROVISIONS

7.1 Notices. All notices, approvals and communications provided for herein, or given in connection, shall be validly given, made, delivered or served if in writing and delivered personally by process server or sent by a nationally recognized courier (e.g., Federal Express, Airborne, and UPS) or by United States Postal Service certified with return receipt requested and postage prepaid to:

If to 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

With a copy to:
San Luis City Attorney
The City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

If to the Food Bank
President/CEO
Yuma Community Food Bank
2404 E. 24TH Street, Suite A
Yuma, Arizona 85365

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. Notices, approvals, changes of addresses and other communications provided for herein shall be effective upon receipt as hereinabove provided, prepaid and addressed as set forth above.

7.2 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or the Food Bank of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

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

7.4 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 Food Bank represents and warrants it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under state laws. The Food Bank 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.

7.5 Amendment of the Agreement. No change or additions are to be made to this Agreement except by written amendment executed by the Parties.

7.6 Severability. Every provision of this Agreement is, and will be construed to be, a separate and independent covenant. If any provision of this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this Agreement will be valid and will be enforced to the extent permitted by the law, and the Parties will negotiate in good faith for such amendments of this Agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

7.7 Reformation. Reformation. Should any term, provision, covenant or condition of the Agreement be held to be void or invalid, the Parties shall reform this Agreement to conform as closely as possible to the original intent of this Agreement.

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

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

7.10 Attorney's Fees and Costs. If any Party finds it necessary to bring any action at law or other proceeding, including arbitration, against the other party to enforce any

of the terms, covenants or conditions of this Agreement or for any breach or default, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorney's fees by the other Party, and in the event any judgment is secured by said prevailing Party, all such costs and attorney's fees shall be included in this Agreement such fees to be set by the court and not by jury.

7.11 Assignment. The rights of each Party under this Agreement shall not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

7.12 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.

7.13 No Agency Created. It is not intended by this Agreement to, and nothing in this Agreement shall, create any partnership, joint venture or other similar arrangement between the City and the Food Bank.

7.14 No Personal Liability. No member, official or employee of the City shall be personally liable to the Food Bank, 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 Food Bank or its successor or assign, or (c) under any obligation of the City under this Agreement.

7.15 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 contract.

7.16 Time is of the essence. Time is of the essence in this Agreement and the Food Bank agrees to use the utmost diligence to perform this Agreement.

7.17 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject of this Agreement . All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.

7.18 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 the signature of all Parties may be physically attached to a single document.

7.19 Ratification. Acts, taken under this contract, but prior to its execution are hereby ratified and confirmed.

This Agreement shall inure to the benefit of and bind the heirs, legal representatives, assignees, and successors of the respective Parties.

The Parties have executed this Agreement in Yuma County, Arizona.

.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date:_____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Yuma Community Food Bank

Signature

_____
Print Name

Title

Date:_____

YUMA COMMUNITY FOOD BANK
Serving Southwestern Arizona

2404 East 24th Street, Suite A |Yuma, AZ 85365

928. 343.1243 Office 928.726.1679 Fax

www.yumafoodbank.org|info@yumafoodbank.org

March 1, 2019

San Luis City Council
City of San Luis
1090 E. Union Street
P.O. Box 1170
San Luis, Arizona 85349

Mayor Gerardo Sanchez and San Luis City Council Members,

Greetings from your Yuma Community Food Bank!

The Yuma Community Food Bank (YCFB) has served Yuma and the surrounding communities in Yuma County with donated food through multiple programs, to the San Luis Community. These programs include the distribution of USDA Commodities through The Emergency Food Assistance Program (TEFAP), the Commodity Supplemental Food Program (CSFP) all managed by DES, privately donated produce distributions and food support to the San Luis Senior Nutrition Center location. The bi-monthly visits continue with positive outcomes.

In fiscal year 2017-18 YCFB served 5646 residents in San Luis, this is an increase of 29.2% over FY17. In FY18, the pounds distributed increased by 9.09% with a total value of $331,956.66.

YCFB respectfully requests support in the amount of $25,000 for fiscal year 2019. YCFB has truly appreciated the support and partnership that the City Council has provided to the Food Bank. We look forward to continued collaboration in our fight against hunger in your community.

If you need any additional information or if I may make a presentation to your council, please feel free to contact me: (928) 259-2203 or smerten@yumafoodbank.org

Gratefully,

Shara Merten

Shara Merten
President/CEO

YUMA COMMUNITY FOOD BANK
Serving Southwestern Arizona

2404 East 24th Street, Suite A |Yuma, AZ 85365

928. 343.1243 Office 928.726.1679 Fax

www.yumafoodbank.org|info@yumafoodbank.org

There are other items that can be added or substituted depending upon the desired outcomes of the City of San Luis Parks and Recreation.

In using our resources to look at food costs, we propose to provide for twelve months, 4,800 snack packs that would contain:

- Macaroni and cheese
- Juice box
- Granola bar
- Fruit cup
- Educational cookies, in English and Spanish

IMPLEMENTATION

If accepted, this project could be launched as early as June or as late as August, depending upon vendor deliveries.

PROJECTED FUNDING REQUEST

$10,000 to fund the purchase and processing.

CITY OF SAN LUIS FUNDING REQUESTS

Fiscal Year End	Requested	Council Approved	Received	Amount
FYE2016 (Jul-Jun)	09/06/15	9/9/2015	5/5/2016	$10,000
FYE2017 (Jul-Jun)	04/29/16	8/10/2016		$15,000
FYE2018 (Jul-Jun)	08/23/17	9/13/2017	8/9/2018	$15,000
FYE2019 (Jul-Jun)	05/01/18	10/15/2018		$25,000
FYE2020 (Jul-Jun)	03/06/19			$25,000

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. K.**

Meeting Date: 10/09/2019

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Assistant to Council/PIO, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding approval of a contract with Yuma County Arts and Cultural Group for the 2020 Annual Blazing Desert ComicCon event in San Luis, Arizona for Fiscal Year 2019-2020. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Arizona Western College Students through the Yuma County Arts and Cultural Group have put on successful Blazing Desert ComicCon events in March since 2016. We are expecting another successful Blazing Desert ComicCon in March of 2020. They will use the city logo in their advertising for the event. The City Council has already budgeted funds in the amount of **$5,000.00** for Fiscal Year 2019-2020.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE THE CONTRACT FOR BLAZING DESERT ComicCon IN THE AMOUNT OF $5,000.00

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$5,000.00
BUDGETED AMOUNT:	$5,000.00
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000, Contractual Services/$399,920.00

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

N/A

Attachments

Contract

Contribution Letter FY 19-20

AGREEMENT

Agreement made this _____ day of_____ , 2019, between Yuma County Arts and Cultural Group, of P.O. Box 4293 San Luis, Arizona 85349, ("Group"), and City of San Luis, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona ("City").

SECTION ONE. ANNUAL SAN LUIS FILM FESTIVAL

The 2020 Annual Blazing Desert ComicCon event shall be held in San Luis, Arizona, beginning on or about March 7, 2020, and ending on or about March 7, 2020, pursuant to the terms and conditions of this agreement.

SECTION TWO. DUTIES OF GROUP

Group shall properly advertise and promote Blazing Desert ComicCon and do or cause to be done all other things necessary or advisable to make the event a success.

SECTION THREE. ADVERTISING OF CITY'S NAME

Group shall cause City's name to appear prominently in all advertising and publicity in connection with Blazing Desert ComicCon.

SECTION FOUR. DUTIES OF CITY

A. City shall pay $5,000.00 to Group. Payment shall be made out to Yuma County Arts and Cultural Group in care of Antonio Carrillo.

B. City shall make the Cesar Chavez Cultural Center, 1015 North Main Street, San Luis, Arizona available for the 2020 Annual Blazing Desert ComicCon events.

C. Otherwise, all expenses in any way pertaining to Blazing Desert ComicCon shall be the sole and separate liability of Group. City assumes no financial responsibility of any kind or nature relative to Blazing Desert ComicCon.

SECTION FIVE. LIABILITY INSURANCE

Group shall provide City a Certificate of Insurance. Group shall carry proper liability insurance in an amount and with companies acceptable to City, naming City as an insured and fully protecting and indemnifying City from every possible claim for accidents or other liabilities, to employees and all other persons, that might arise in connection with Blazing Desert ComicCon, including preparation for the events, the events themselves, and any acts in any way connected with the events.

SECTION SIX. BOOKS AND RECORDS

Group shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City's Sponsorship. Such books shall be kept in a place convenient for City, and City shall have access to and the right to examine such books at any and all reasonable times. Group shall prepare a report and submit it to the City, to the City's Public Information Officer, by April 6, 2020 showing an accounting of the City's Sponsorship and providing copies of receipts.

SECTION EIGHT. COOPERATION OF PARTIES

City shall lend cooperation and support to and work with Group for the purpose of making Blazing Desert ComicCon successful.

SECTION NINE. ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION TEN. NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION ELEVEN. Termination on default

If Group shall fail to comply with any of the terms and conditions of this Agreement, City may terminate this Agreement immediately, in which case City shall have no further liability or obligation to Group.

SECTION TWELVE. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of Arizona.

SECTION THIRTEEN. 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 FOURTEEN. 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 FIFTEEN. MODIFICATION OF AGREEMENT

Any modification of this agreement 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.

SECTION SIXTEEN. SECTION HEADINGS

The titles to the sections of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

SECTION SEVENTEEN. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

The parties have executed this agreement at San Luis, Arizona the day and year first set forth above.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Yuma County Arts & Cultural Group

Antonio Carrillo, President & CEO

February 28, 2019

City of San Luis Mayor Gerardo Sanchez and Council Members
P.O. Box 1170
San Luis, Arizona 85349

Dear Mayor Sanchez and members of the Council,

I would like to thank you for your continued support to the Blazing Desert ComicCon - San Luis (BDCC). This is an event that has highlighted our community for the past six years. I am reaching out to you for your support for next year's comiccon. This event addresses the needs of a segment of our population avid for this type of pop culture closer to them in San Luis. **The 2020 BDCC is planned for March 2020.**

Furthermore, I am glad to inform you that this year's 2019 Blazing Desert ComicCon - San Luis, Arizona will be happening on March 9, 2019 at the Southwest Jr. High School Campus at 963 8th Ave, San Luis, AZ 85349.

The line-up for this year's comiccon is as follows:

A. Actors: Quinton Flynn and Roger Velasco.
B. Cosplayers: Naomi Moon, Daniel Bravo (MTNT), Kathleen Slader (Mandalorian Mercs), Nicole Spickerman, AZ Legacy Rangers (Justin Smith), Maise Designs (Gabrielle Donathan), D-Piddy, Robert Webb (Fallout Group) and Royal Café.
C. Artists: Ruben Najera and Bakatino.
D. Magician/Illusionist: Michael Howell.
E. Comedian: Kid Ever.
F. As well as different activities and additional guests include: "Legacy Ranger Cosplay Positivity", "Stan Lee Tribute", "Never too____to Cosplay", "Fallout Fans Unite/Costume and Propos", "What is a Mandalorian?", "Wand making", "Magic factory LLC", "UA Cosplay Café", "Bad Animee Dubbing", "Kid Eve Comedy Show", etc.
G. Masquerade/s: Junior Category and Adult Category. Food and merchandise vendors and more.

The costs of organizing this event continues to be a challenge for our group of volunteers to sustain it. We hope that you can provide us with the financial support to bring it again to San Luis in 2020. Therefore, and on behalf of these volunteers, I would like to request your financial assistance in the amount of $5,000 for this purpose. (A projected itemized statement of the costs incurred for the 2019 event is included for your convenience).

The comiccon benefits San Luis by; Promoting a positive image of San Luis/border, having alternative family activities, promoting the inclusion of diverse groups, attraction of comic con fans to our city, encouraging the inclusion of peoples of all backgrounds in a single event, impacting positively San Luis businesses and more.

If you have any questions, please contact me at your convenience at (928) 246-5212 or via email.

Respectfully,

Antonio C. Carrillo, M.A./M.Ed.

Cc: Mr. Tadeo de La Hoya

Yuma County Arts and Cultural Group
P.O. Box 4293
San Luis, Arizona 85349

Blazing Desert ComicCon
Income Statement
For Year Ending December 31, 2019

NOTE: Costs incurred as of 2/28/2019

ITEM	COST
Quinton Flynn flight CLE-YUM	$300.00
Quinton Flynn flight IPL-LAX	$57.10
Roger Velasco flight LAX-IPL-LAX	$124.20
Howard Johnson's rooms	$1,200.00
Roger Velasco's Fee	$500.00
Quinton Flynn's Fee	$1,200.00
Michael Howell's Fee.	$50.00
D-Piddy's Fee	$250.00
Posters (Printing)	$100.00
Tickets (Printing)	$100.00
Masquerade Prizes	$200.00
T-shirts (Volunteers)	$300.00
Royal Cafe Fee	$60.00
Venue Fee (Southwest Jr. High School)	$1,255.00
Scholarship	$300.00
Pipes and Drapes	$200.00
Gas (Some guests)	$200.00
Food (Some guests)	$200.00
D-Piddy's Gas Reimbursement	$160.00
TOTAL – BDCC-2019	**$6,756.30**

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. L.**
Meeting Date: 10/09/2019
Department Head: Tadeo A. De La Hoya, City Manager, Administration
Submitted By: Francia Alonso, Assistant to Council/PIO, Administration
Action Requested: Motion

ITEM:
Discussion and possible action on any and all matters regarding the agreement with the Humane Society of Yuma for Fiscal Year 2019-2020. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:
Service: The Humane Society of Yuma provides kenneling, quarantine, and euthanasia services for stray animals or animals that have bitten people.

Amount: In past years, the city has had agreements with the Humane Society of Yuma and has already budgeted funds up to **$50,000.00** for services to continue until the end of the Fiscal Year 2019-2020. Under the agreement, the city will pay a flat rate for services for the year in monthly increments.

Additional Service proposal: The Humane Society of Yuma proposes to provide low-cost spay, neuter, and microchip services to the residence of the City of San Luis. Staff and the Humane Society had discussions in early 2019 about using former police station manufactured building behind the Municipal Court House for this service.

Amount: The Humane Society proposes $20,000.00 for a year of local spay, neuter and microchip services. The budget did not include the additional service for this year.

RECOMMENDATION / SUGGESTED MOTION:
I MOVE TO APPROVE AND RATIFY THE CONTRACT WITH THE HUMANE SOCIETY OF YUMA IN THE AMOUNT OF $50,000.00 AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$50,000.00
BUDGETED AMOUNT:	$50,000.00
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000, Contractual Services/$399,920.00

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

NA

Attachments

$50,000 Annual Flat-Rate Contract

Contribution Letter FY 19-20

AGREEMENT FOR ANIMAL SHELTER SERVICES

This agreement ("Agreement") is effective the 1st day of July, 2019, ("Effective Date") and made between the **Humane Society of Yuma**, a non-profit corporation organized under the laws of Arizona, having its offices at 4050 South Avenue 4½, Yuma, Arizona ("HSOY") and the **City of San Luis,** a municipal corporation organized under the laws of Arizona and having its administrative offices at 1090 East Union Street, San Luis, Arizona ("City"), for animal shelter services and related services to the City. The HSOY and the City may be referred to singularly as the "Party" and collectively as the "Parties."

In consideration of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

1. Term of Agreement and Termination

This Agreement shall be in effect from July 1, 2019, and continuing through June 30, 2020.

Either Party may terminate this agreement with 30 days of notice without cause. The City shall pay HSOY for all services rendered to the date of termination at HSOY's regular rate if the contract is terminated before June 30, 2019, and the HSOY shall reimburse the City for any payment the City has made above the HSOY's regular rate.

In addition, this Agreement may be terminated by either party for a material breach of nonperformance of contract requirements upon thirty (30) days' written notice.

Efforts on the part of either party to negotiate a resolution of any breach of the Agreement shall not constitute a waiver of the right to terminate the contract upon thirty (30) days' notice.

2. Designation of the Animal Control Agent under this Agreement

Under this Agreement the City will collect animals as allowed by law through its Animal Control Officers ("ACO") of the San Luis Police Department.

3. HSOY Services

a. Impounding and Hours Available.

Any animal impounded by HSOY will be done by dispatch during regular business hours. Regular business hours are Monday through Sunday 9:00 a.m. through 5:00 p.m. If an animal needs to be brought into the shelter after business hours, the ACO will contact the HSOY officer on call to set a time to impound the animal at the convenience of the HSOY officer. From 11:00 p.m. to 7:00 a.m. no stray or healthy animals will be impounded into the HSOY Shelter.

b. Injured Animals.

If the ACO pick up an animal after hours that is suffering and the ACO believes the animal should be euthanized, the ACO shall call the HSOY and ask that an Animal Control Officer of the HSOY be contacted. The HSOY reserves the right to deny euthanasia of any animal if a staff member and a member of management feels that the animal should not be euthanized. The HSOY also reserves the right to euthanize any animal at any point during the animals hold period if it is in the best interest of the animal.

c. Impounding of Strays and Owned Animals.

Any animals that the ACO brings to the HSOY for impoundment will be held as a stray or possibly owned animal. An animal will be determined to be "Owned" if the animal is wearing a collar, has a microchip, or has been tattooed. If the animal is not wearing a collar, does not have a microchip, and has not been tattooed, then it will be considered a "Stray." Owned animals will be held for a total of five (5) business days. A stray animal will be held for a total of three (3) business days. Business days are Tuesday through Saturday.

d. Animals who have Bitten.

All animals that enter into the facility with a bite issue will be quarantined for ten (10) days. The ACO shall do the entire report. The ACO shall start the report. The HSOY staff shall clear each bite animal and notify the ACO once the quarantine is completed. HSOY will provide for each bite animal a "One-Day Form" which must be signed.

d. Clinics.

The HSOY shall provide clinics for the residents of San Luis to vaccinate and sterilize their pets.

4. Public Information/Education.

The HSOY shall respond to individual citizen requests for information concerning animal welfare, and shall make its staff available for public speaking events at community meetings, organizations, public hearings, schools, and to the media. The HSOY shall further provide visual and media aids in the form of brochures, handouts, information for the Internet, and other appropriate materials. Prior to distribution of any written materials bearing the City logo or the City name, the HSOY shall coordinate with the City Manager, or his designee. The City shall support the HSOY's public information/education campaigns to the City's residents regarding vaccination and sterilization of pets.

5. Consideration.

In consideration for the HSOY's performance of the duties listed herein, the City shall pay the HSOY the total flat rate sum of $50,000.00. Payments shall be made in equal installments of $4,166.67 for each full month of service.

6. Accountability.

The HSOY shall provide the City with monthly reports concerning the number of animals sheltered, the number of animals vaccinated, the number of animals sterilized, and the number of animals euthanized.

7. Subcontracting.

The HSOY shall not assign or subcontract this agreement, or any part of the subject matter thereof, to any person, firm, or corporation without securing prior consent from the City Manager or his designee.

8. Hold Harmless.

To the extent permitted by law, the HSOY hereby agrees to indemnify, defend, save, and hold harmless the City, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits, or judgments, including, costs and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, in connection with, or incident to, the

performance of this contract, except those caused by the sole negligence of the City.

This indemnity agreement shall include any claim made against the City by an employee of the HSOY or subcontractor or agent of the HSOY, even if the HSOY is otherwise immune from liability pursuant to the applicable workers' compensation statute.

In the event of litigation between the parties to enforce rights under this section, reasonable attorney's fees and costs shall be allowed to the prevailing Party.

9. Insurance.

The HSOY shall provide and maintain liability insurance coverage of at least $1,000,000.00 per occurrence and $2,000,000 in the aggregate. Said insurance policy shall name the City as an additional insured. The HSOY shall deliver to the City a certificate of insurance in a form satisfactory to the City no later than 30 days after the signing of this Agreement Such policy shall provide for thirty (30) days prior written notice prior to cancellation.

10. Compliance with the Law.

The HSOY agrees it will comply with all federal, state, and local statutes, laws, ordinances, rules and regulation including, but not limited to obaiting a San Luis Business License before the fisrt Clinic in the City of San Luis. With proof of IRS §501(c)(3) tax-exempt status, the business license if free under San Luis City Code §110.03.

11. Provisions Required by Arizona Law.

Conflict of Interest

This Agreement is subject to the cancelation provisions of A.R.S. §38-511.

Employment Eligibility

The HSOY hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility (e-verify). A breach of this warranty shall be deemed a material breach of this Agreement. City retains the legal right to inspect the papers of The HSOY to ensure that The HSOY complies with this warranty.

/ / /

/ / /

12. Miscellaneous Provisions.

a. 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 process server or
- sent by a nationally recognized courier (e.g., Federal Express, UPS)

and addressed to the respective Parties as follows:

If to the City -

City Manager
City of San Luis
P.O. Box 1170(by United States Postal Service)
San Luis, Arizona 85349

1090 East Union Street (by personal process or courier)
San Luis, Arizona 85336

Copy to

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

If to the HSOY

Executive Director
Humane Society of Yuma
4050 Avenue 4½ East
Yuma, Arizona 85365

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. 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.

c. 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.

d. 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.

e. Amendment of the Agreement. This Agreement may be amended, in whole or in part only with the mutual written consent of the Parties to this Agreement or by their successor in interest or assigns.

f 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.

g. Reformation. Reformation. Should any term, provision, covenant or condition of the Agreement be held to be void or invalid, the Parties shall reform this Agreement to conform as closely as possible to the original intent of this Agreement.

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

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

j. 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.

k. 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.

l. No Personal Liability. No member, official or employee of the City shall be personally liable to HSOY, 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 HSOY 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 HSOY under this Agreement shall be limited solely to the assets of HSOY 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 The HSOY; (ii) the shareholders, members or managers or constituent partners of the HSOY; or (iii) officers of the HSOY.

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

n. Time is of the essence. Time is of the essence in this Agreement.

o. 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.

p. Force Majeure. If the HSOY or the 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. This includes, but is 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.

q. Entire Agreement. This Agreement, including its Exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the Parties.

r. 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.

13. Ratification.

Acts, taken pursuant to this contract, but prior to its execution are hereby ratified and confirmed.

[Intentionally blank, signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in Yuma County, Arizona

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor
Date: _____

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Humane Society of Yuma

_____
Annette Lagunas, Executive Director
Date:_____

HUMANE SOCIETY OF YUMA
Save one until there are none.

Humane Society of Yuma
www.hsoyuma.com
4050 S. Ave. 4 ½ E
Yuma, AZ 85365

928.782.1621

March 26th, 2019

Good afternoon Ms. Macuil,

Per our previous discussion, I have taken the portion of our contract that indicates our agreement for payment and added the language that I would like to propose to the City of San Luis. It is my belief that we can decrease the amount of unwanted and abandoned animals in your community by targeting our spay/neuter campaigns, along with providing proper identification, to areas of your community with the highest amount of stray animals. This program will be extremely beneficial to your community as we know many want to have their pets spayed or neutered, but they just don't have the means to do so.

5. Consideration.

In consideration for HSOY's performance of duties listed herein, the City shall pay the HSOY the total flat rate sum of $50,000. Payments shall be made in equal installments of $4,166.67 for each month of service. *Additionally, the City will pay HSOY a lump sum in the amount of $20,000, at the beginning of the fiscal year, to provide low-cost spay/neuter and microchip services to residents of the City. The low cost program will be managed by HSOY and the funds will be reported quarterly to the City. The report will include the number of animals served by the funding, as well as, the breed, sex and species.*

HSOY agrees to alter approximately 150 community cats through the following break-down. Female cats will be $55.00 while male cats will be $40.00. Each cat will have its left ear tipped indicating it has been altered and it will be provided a Rabies vaccination.

HSOY will provide approximately 100 surgeries for your community dogs. The fee for the dogs will be $100 each. This fee will include the alteration surgery, a Rabies vaccination and a microchip. The owners of the pets will be responsible for the license fee of $13.00 and a DA2PPCVK at $22.00. All of the domesticated animals will have green tattoos placed next to their incisions indicating the animal has been altered.

ANNETTE LAGUNAS
Executive Director
BOARD OF
DIRECTORS
Claire Eckard
Audra Evans
Terry Farr
Debbie Frydenlund
Athena Godwin
David McHone
Wendy McKay
Bernadette Presloid
Quincy Smith

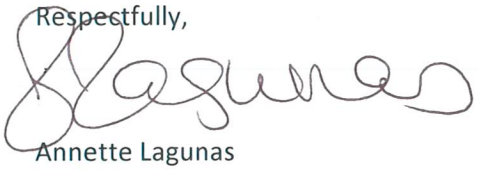
OUR MISSION STATEMENT

To reduce the number of homeless pets through adoption, rescue and spay/neuter programs.

HSOY is more than willing to promote this program and assist the City of San Luis with any challenges you may have in regards to the animals within your community. We envision providing your animal control staff with marketing materials, in addition to vouchers for them to hand out to community members who they think is in need of this service.

Please feel free to reach out to me with any questions or concerns you may have regarding the proposal.

Respectfully,



Annette Lagunas
Executive Director
Humane Society of Yuma

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. M.**
Meeting Date: 10/09/2019
Department Head: Tadeo A. De La Hoya, City Manager, Administration
Submitted By: Francia Alonso, Assistant to Council/PIO, Administration
Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for Fiscal Year 2019-2020. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: Ramirez Advisors Inter-National, LLC provides services related to assisting the City of San Luis concerning Federal, State, and Bi-National entities to address the needs of our region.

Amount: The City of San Luis has entered into an agreement with Ramirez Advisors Inter-National, LLC, in the past. The city has already budgeted funds for **$50,000.00** for services to continue until the end of the Fiscal Year 2019-2020. The $50,000.00 will cover a discounted yearly retainer, which was requested by the city. In addition to the retainer, the contract covers travel and out-of-pocket expenses such as mileage, lodging, airfare and ground transportation. The city has paid these expenses in prior years.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND RATIFY THE CONTRACT WITH RAMIREZ ADVISORS INTER-NATIONAL, LLC IN THE AMOUNT OF $50,000.00 AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$50,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000, Contractual Services/$399,920.00

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

N/A

Attachments

Luis Ramirez Contract
Attachment #1 Biography
Luis Ramirez Proposal

AGREEMENT

Agreement (the "Agreement") made the date of the last signature, and effective as of July 1, 2019 between Ramírez Advisors Inter-National, L.L.C. of 2642 E. Thomas Road, Phoenix, Arizona 85016, a limited liability company organized under the laws of Arizona ("RAI-N") and the City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 East Union Street, San Luis, Arizona ("City"). RAI-N and City may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

A. **WHEREAS**, the City desires to leverage the investment by the federal government on the international ports of entry to serve as catalysts for the long-term economic growth of the region and to foster the improvement of the quality of life for the residents of the City.

B. **WHEREAS**, the City of San Luis is experiencing high rates of growth and is confronting several significant projects that stand to impact their long-term planning and the quality of life for the residents of the City.

C. **WHEREAS**, the General Services Administration (GSA) with various other federal agencies have been delayed in the design and construction of the modernizations to the San Luis I port of entry. Additionally, there are various transportation and other related infrastructure issues to be addressed to handle the expected growth in cross-border traffic. These projects stand to have a dramatic impact on how the volume of traffic, both commercial and non-commercial, can traverse through the City. As experienced in various other border communities, these projects typically serve as catalysts for growth. The challenge is to position the City and the region to be the beneficiary of that growth. Without planning, the City stands to be bypassed by the growth or to be left to deal with the challenges associated with the growth and traffic.

D. **WHEREAS**, RAI-N, has direct experience in projects on the border, ability to interact with key stakeholder agencies and entities on both sides of the border and fully bicultural and binational experience.

E. **WHEREAS**, services provided are of an expert nature.

F. **NOW, THEREFORE**, In consideration of the matters described above, and of the mutual benefits and obligations in this Agreement, the Parties agree as follows.

SECTION ONE.
PURPOSE, RELATIONSHIP AS INDEPENDENT CONTRACTOR AND THE RIGHTS OF THE PARTIES

1.1 Purpose. RAI-N will work with the key representatives of the City to help identify the key issues, work to define the areas of concern, help identify strategies to address the concerns and work to build consensus among the key stakeholders. There are several key infrastructure projects underway or under consideration that can impact the regions long-term economic viability and sustainability, the opportunities for growth in key sectors and the quality of life for the residents of the City. Some of the projects are immediate and others will gain greater relevance in the long-run but must all be considered as part of a broader economic development strategy for the region.

1.2 Independent Contractor. RAI-N is an independent contractor to the City

1.3 Rights of RAI-N. Rights of RAI-N include but are not limited to control of the work, manner and methods of the work, and the right to contract with other employers.

1.4 Rights of the City. 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.

1.5 Material, Supplies, Equipment and Tools. RAI-N shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work agreed to be performed under this Agreement.

1.6 Payroll Taxes. Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of RAI-N or for the employees of RAI-N. RAI-N shall not be treated as an employee for federal or state tax purposes regarding the services performed under this Agreement. RAI-N shall be responsible for paying all taxes as mandated by law.

1.7 Fringe Benefits. Since RAI-N is not an employee of the City, RAI-N is not eligible for and shall not participate in any employee benefit of the City including pension, health or other fringe benefits.

SECTION TWO.
DURATION

2.1 The duration of this Agreement shall be for one year commencing from the date of execution or as ratified by proper legal action of the City Council if the commencement date is earlier.

2.2 Either Party shall have the option of terminating this Agreement by providing a 30-day advance notice in writing. All fees owed to that termination date shall be paid to RAI-N as per the terms of this Agreement.

SECTION THREE.
RENEWAL

At the conclusion of the year term of this contract, the City and RAI-N will jointly assess whether to renew, expand, modify or terminate this Agreement. All renewals shall be in writing signed by both Parties.

SECTION FOUR.
OBLIGATION OF RAI-N

4.1 Among the key projects under consideration and are to be monitored – although this is **not** an all-inclusive list – are:

a. the San Luis I Border Station Reconfiguration Project,

b. the San Luis Rio Colorado I Border Station Reconfiguration Project,

c. the operations at the San Luis II border station,

d. The operations at the San Luis Rio Colorado II station; and

e. others as they become better defined or as determined appropriate for consideration.

4.2 Among the areas in which RAI-N will be directly involved, RAI-N will work with the City to ensure that its efforts achieve the following:

a. assisting in the preparation and dissemination of strategic information that outlines the critical areas of need and/or projects,

b. assist the City of San Luis in implementing an outreach strategy at the Federal, state and binational levels to raise awareness of the needs of the region,

c. facilitate the dialogue, communication and interaction with key state federal agencies, primarily with the General Services Administration ("GSA"), Customs and Border Protection ("CBP"), and the Arizona Department of Transportation ("ADOT"),

d. as determined appropriate and in full coordination with the US Counterparts, establish similar outreach efforts with the relevant federal, state and municipal entities on the Mexican side as it pertains to the port of entry projects, and

e. more as determined appropriate by the City in consultation with RAI-N.

4.3 To inform the City of RAI-N's activities and relevant matters, RAI-N will:

a. Provide updates via electronic format to the City. At the request of the City of San Luis, all updates are to be provided to the Mayor and to the entire City Council. There will be additional exchanges of communication on an as-needed basis. RAI-N's experience has proven that more frequent reporting can cause an information overload for its clients and an inefficient use of time.

b. RAI-N, as determined appropriate, will participate in leadership meetings, both in person or via teleconference.

4.4 Professional Staffing

a. Luis E. Ramírez Thomas will be the primary point of contact for all services relating to this engagement. Attachment #1 is a brief biography incorporated into this Agreement by this reference.

b. Other firm professionals will be involved in this engagement on an as-needed basis and as determined appropriate by RAI-N. Should it be deemed appropriate by both the City and RAI-N that third-party professionals be required to provide complementary services to execute effectively any portion of this engagement, RAI-N will work with the City to secure those services. The City will be responsible for payment of any third-party services

4.5 Ethics

RAI-N shall adhere to the strictest standards of ethics and professional behavior and provide professional services based on commonly accepted business principles, terms and standards unless otherwise indicated.

4.6 Confidentiality

RAI-N's practice is to hold any information provided to RAI-N by its clients as confidential. RAI-N agrees to maintain in confidence all City or City-related information which RAI-N may receive as a result of its work with the City. Further,

RAI-N agrees that it will not disclose to anyone or use directly or indirectly to compete with the City or divulge such information that others may use directly or indirectly to compete with the City, any confidential information, including, but not limited to, City information, City lists, trade secrets, data, financial information, negotiation strategies, legal opinions and/or advice, etc., that may be accessible to RAI-N in connection with its working relationship with the City, without express permission of City or disclosure is required by law. RAI-N understands that its engagement letter to the City this contract are public records.

SECTION FIVE.
OBLIGATION OF CITY

5.1 The City will pay an annual flat retainer rate of $50,000 to be paid in 12 equal payments of $4,166.67.

5.2 The City will cover all travel-related and out of pocket expenses including lodging, airfare and ground transportation as they pertain to this engagement. If RAI-N must use a personal vehicle, the City shall pay the federal mileage reimbursement rate, as provided by the U.S. General Services Administration (GSA), of $0.54 per mile as of the date of this contract. Invoices are due within 30 days of the date they are received by the City. Delays of more than 30 days in receiving payment will result in a 1% additional charge on a per month basis.

5.3 RAI-N will travel by rental vehicle whenever ground travel is required, and rental vehicle is the most cost-efficient and appropriate means of transportation. Should the use of a personal vehicle be required, RAI-N will adhere to the federal mileage reimbursement rate, as provided by the US General Services Administration, of $0.54 per mile as of the date indicated on this Agreement.

5.4 RAI-N will request prior verification, either in hard copy, telefax or via electronic mail in order to incur any expenses over $100 on behalf of the City. Seeking written approval for expenses of lesser quantities can be time-consuming. RAI-N does not anticipate incurring any expenses without prior approval from the City and a detailed reporting of all expenses will be submitted with each invoice.

SECTION SIX.
LIABILITY INSURANCE AND INDEMNITY

6.1 Insurance. Without in any way limiting RAI-N's liability under the indemnification described below, RAI-N shall maintain, during the term of this contract, the following insurance:

Coverage

Commercial General Liability, including:	Minimum Limits
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
Comprehensive Automobile Liability (including, owned, non-owned and hired autos)	$1,000,000 Combined Single Limit, per Occurrence

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 regarding liabilities arising out of performing services. RAI-N shall provide City with certificates of insurance documenting that RAI-N 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 if cancellation is due to nonpayment of premium.

6.2 Indemnity. RAI-N agrees to indemnify, defend and hold harmless the City, its Council members, officers, directors, employees, insurers, indemnitors and agents for, from and against all suits, claims, liabilities, costs, expenses and debt, including reasonable attorneys' fees, incurred by the City arising from, attributable to or caused by acts or omissions of RAI-N (or its officers, directors, shareholders or agents) or any RAI-N'S employee in the performance of or related to the performance of the duties of any RAI-N employee (including, but not limited to injuries to RAI-N employees that may or may not be covered by workers compensation insurance); except, to the extent such suits, claims, liabilities, costs, expenses and debt result from acts or omissions of the City or its Council members, officers, directors, employees, insurers, indemnitors or agents. This indemnification provision shall apply to suits, claims, liabilities, costs, expenses and debt that are not otherwise covered by the City's Liability Insurance provided for by the Pool.

SECTION SEVEN.
PROVISIONS REQUIRED BY ARIZONA LAW

7.1 Conflict of Interest. This Agreement is subject to the cancelation provisions of A.R.S. §38-511.

7.2 Employment Eligibility. RAI-N warrants 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. The City retains the legal right to inspect the papers of RAI-N to ensure that RAI-N complies with this warranty.

SECTION EIGHT.
MISCELLANEOUS PROVISIONS

8.1 Notices. All notices, approvals and communications provided for herein, or given in connection, shall be validly given, made, delivered or served if in writing and delivered personally by process server or sent by a nationally recognized courier (e.g., Federal Express, Airborne, UPS) or by United States Postal Service certified with return receipt requested and postage prepaid to:

If to the City:	City Manager City of San Luis P.O. Box 1170 (by United States Postal Service) San Luis, Arizona 85349 1090 East Union Street (by personal process or courier) San Luis, Arizona 85336
With a copy to:	San Luis City Attorney The City of San Luis P.O. Box 1170 San Luis, Arizona 85349
If to the RAI-N	Luis E. Ramirez Thomas President Ramirez Advisors Inter-National, L.L.C. 2642 E. Thomas Road Phoenix, Arizona 85016

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. Notices, approvals, changes of addresses, and other communications provided for in this agreement shall be effective upon receipt as hereinabove provided, prepaid and addressed as set forth above.

8.2 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.

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

8.4 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. RAI-N represents and warrants it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under state laws. RAI-N 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.

8.5 Amendment of the Agreement. This Agreement may be amended, in whole or in part only with the mutual written consent of the Parties to this Agreement or by their successor in interest.

8.6 No Assignment nor Assumption. RAI-N shall not assign the benefits of, or delegate the obligations arising under, this Agreement to any person or entity.

8.7 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.

8.7 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona, and the Parties waive any right to object to such venue.

8.8 Attorney's Fees and Costs. If either Party brings a legal action 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.

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

8.10 No Agency Created. Nothing in this Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

8.11 No Personal Liability. No member, official or employee of the City shall be personally liable to RAI-N, or any successor (a) if any default occurs or breach by the City, (b) for any amount which may become due to the RAI-N or its successor, or (c) under any obligation of the City under this Agreement. Notwithstanding anything

contained in this Agreement to the contrary, the liability of RAI-N under this Agreement shall be limited solely to the assets of RAI-N 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 RAI-N; (ii) the shareholders, members or managers or constituent partners of RAI-N; or (iii) officers of RAI-N.

8.12 Time is of the essence. Time is of the essence in this Agreement, and RAI-N agrees to use the utmost diligence to perform the obligations in this contract.

8.13 Entire Agreement. This Agreement, including its Exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the Parties. This provision applies only to this entire Agreement.

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

8.15 Ratification. Acts, taken pursuant to this contract, but prior to its execution are hereby ratified and confirmed.

[Intentionally left blank, signature page follows]

SECTION NINE.
EFFECT OF AGREEMENT

This Agreement shall inure to the benefit of and bind the heirs, legal representatives, and successors of the respective Parties.

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor
Date:_____

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Ramirez Advisors Inter-National, L.L.C.

_____
Luis E. Ramirez Thomas, President
Date:_____

ATTACHMENT #1

Professional Biography

LUIS E. RAMÍREZ THOMAS, MSFS

Luis is the President of Ramirez Advisors Inter-National, LLC (RAI-N). He has over 29 years of experience on US-Mexico border infrastructure projects, North American relations, international business and negotiations, regional economic development, industrial site selection, government procurement, project management and governmental affairs. Luis has dedicated a considerable amount of time, both personal and professional, to fostering better relations with Mexico and Canada, improving the quality of life for the residents of the border and promoting the economic development of the region.

Before establishing his firm over 13 years ago, Luis was the International Business Advisor for Lewis and Roca, LLP (now Lewis Roca Rothgerber Christie, LLP), in Phoenix. There he worked with clients from the strategic planning phase of an international business expansion through the implementation and start-up of operations, with particular focus on Mexico. He also worked with various clients on a variety of border infrastructure and industrial projects. Additionally, he assisted on a variety of legal matters including asset recovery and crossborder litigation strategies.

Prior to joining Lewis and Roca, Luis was a Manager with the Corporate Real Estate Solutions practice (Fantus) in the Los Angeles office of Deloitte & Touche, LLP. Luis served as the National lead for Mexico: Location Strategies and Implementation, offering clients a one-stop-shop option that included fully coordinated, cross-functional, binational and bicultural grouping of services designed to assist clients with the business expansions to Mexico. He was also a member in various major site selection efforts for Deloitte & Touche clients in the US and globally.

Luis was also the Regional Director - the Americas, of the Global Market Entry Practice for Deloitte & Touche, where he helped establish the Mexico Advisory Services Group, a multidisciplinary client services team for the firm's Southern California region.

Additionally, Luis was the Bulk Power Marketer for International Markets and a Senior Consultant for Industrial Development and International Programs with Arizona Public Service Company (APS). While at APS, Luis helped develop business opportunities for Bulk Power Services in Mexico and identified opportunities to expand retail sales that enhanced the utilization of APS's existing resources along the Arizona-Mexico border. Luis led the teams that negotiated unique and innovative electric service agreements with five Maquiladoras in San Luis Rio Colorado, Sonora. These projects entailed extensive work with Mexican and US Federal regulatory agencies and local and state governments, as well as managing binational legal, consulting, engineering and construction teams.

Luis was recently appointed to the National Advisory Council for the Administrator of the Environmental Protection Agency on issues impacting the environment in the United States and North America as it pertains to the US participation in the Commission for Environmental Cooperation (CEC). He also recently completed three terms as part of the Good Neighbor Environmental Board, its mission being to advise the President and Congress of the United States on good neighbor practices along the U.S. border with Mexico with a special focus on environmental infrastructure in the four states that border Mexico. This board is managed by the US Environmental Protection Agency. Luis also completed a two-year term as a member of the Data Management Improvement Act (DMIA) Task Force, a federal advisory task force designed to advise the US Attorney General and the Secretary of Homeland Security on the design and implementation of an entry and exit control system to and from the US. This system is now called the US-VISIT system.

Luis was also the Executive Director of the Border Trade Alliance (BTA) in 1994-'95 and was the Executive Assistant to the Chairman of the BTA in 1991-'92. He also worked for Joffroy Customs Brokers as an import-export specialist in the Maquiladora department.

Luis served on the Board of Directors of the BTA from 1996 to 2008, where he was also a member of the Executive Committee, Chaired the Immigration Committee and was the Co-Chair of the Public Policy Committee. As a past-Chair of the BTA, Luis was also one of the organization's Ambassadors at Large. In his functions with the BTA, Luis helped structure and implement many of the organization's positions on key issues including those pertaining to Border Crossing Cards, federal inspection procedures at the border, utilization of resources, securing funds for border infrastructure and staffing, and many more. He also represented the organization's key positions such as supporting the creation of the Department of Homeland Security.

Luis also served on the Board of Directors of the Arizona-Mexico Commission where he also served as the Chair of the Border Infrastructure and Economic Development Initiative. Luis recently completed a two-year term as a member of the Joint Legislative Review Committee on Transportation between Arizona and Sonora. As one of the three public members of this committee, Luis was involved in the coordination of efforts on Arizona-Sonora transportation issues and making annual reports and recommendations to the Arizona legislature on the environment, transportation infrastructure and safety problems caused by the type and volume of traffic on highways that carry out commercial operations between Arizona and Mexico.

He serves on multiple professional and charitable boards, including the Arizona Hispanic Chamber of Commerce, the Citizens Advisory Group for the International Boundary and Water Commission, the Board of Trustees for United Cerebral Palsy and the Isaac Educational Foundation, the Steps of Love Foundation and the serves as President of the Isaac Education Foundation. He has served on multiple boards, including the National Law Center for Inter-American Free Trade, the West Valley Child Crisis Center, Gateway Community College Incubator Board of Advisors, the US-Mexico Chamber of Commerce – California Chapter, the BTA Foundation, Friends of Public Radio Arizona and many more. He has received various Gubernatorial Appointments, including as a member of the Governor's Canamex Task Force. He was recently selected as the Friend of the Border by the Global Chamber of Commerce and the William K. Brooks Award by the Arizona-Mexico Commission.

Luis, born in Mérida, Yucatan, attended High School in Vancouver, British Columbia. He earned his Bachelor of Arts from the University of Arizona, cum Laude where he majored in Economics and Political Science and completed extensive coursework in Mexican-American Studies. He was also a member of the University of Arizona Shotokan Karate Team that won the national collegiate championship in 1989. He earned his Master's of Science in Foreign Service from Georgetown University, where he was awarded a Dean's Citation of Service. During his studies at Georgetown, Luis did a special internship with Congressman Jim Kolbe (R-AZ), where he served as a North-American Trade Specialist during the ratification of the North American Free Trade Agreement (NAFTA).

Ramírez Advisors Inter- National, LLC
Innovative Crossborder Solutions and Governmental Affairs

2642 East Thomas Road
Phoenix, Arizona 85016
(602) 820-3931
luis@ramirezadvisors.com

August 30, 2019

The Honorable Gerardo Sanchez
Mayor
City of San Luis
767 N. First Avenue
P.O. Box 1170
San Luis, Arizona 85349

Via electronic mail: gsanchez@cityofsanluis.org

RE: Renewal of Contract for Professional Services

Dear Mayor Sanchez,

On behalf of Ramírez Advisors Inter-National, LLC, (RAI-N), I want to thank you for the opportunity of presenting this contract renewal to you and the City of San Luis (the City) as the City works to leverage the investment by the federal government on the international ports of entry to serve as catalysts for the long-term economic growth of the region and to foster the improvement of the quality of life for the residents of the region.

OUR UNDERSTANDING

The City of San Luis is experiencing high rates of growth and is confronting a number of significant projects that stand to impact their long-term planning and the quality of life for the residents of the City.

The General Services Administration (GSA) along with various other federal agencies have been delayed in the design and construction of the necessary modernizations to the San Luis I port of entry. Additionally, there are various transportation and other related infrastructure issues that need to be addressed to handle the expected growth in cross-border traffic. These projects stand to have a dramatic impact on how the volume of traffic, both commercial and non-commercial, will be able to traverse through the community. As experienced in various other border communities, these types of projects typically serve as catalysts for growth. The challenge is to position the City and the region to be the beneficiary of that growth. Without appropriate planning, the City stands to be bypassed by the growth and be left to deal with the challenges associated with the growth and traffic.

OUR PROPOSAL

RAI-N, by working with you and the key representatives of the City, will work to help identify the key issues, work to define the areas of concern, help identify strategies to address the concerns and work to build consensus among the key stakeholders. In particular, there are a number of key infrastructure projects under way or under consideration that can impact the regions long-term economic viability and sustainability, the opportunities for growth in key sectors and the quality of life for the residents of the region. Some of the projects are of an immediate nature and others will gain greater relevance in the long-run but all have to be considered as part of a broader economic development strategy for the region.

Among the key projects under consideration and are to be monitored – although this is **not** an all-inclusive list – are:

- The San Luis I Border Station Reconfiguration Project;
- The San Luis Rio Colorado I Border Station Reconfiguration Project;
- Cars to be permitted to cross at San Luis II;
- The operations at the San Luis Rio Colorado II station;
- Others as they become better defined or as determined appropriate for consideration.

Among the various areas in which RAI-N will be directly involved, RAI-N will work with the City to ensure that our efforts to achieve the following:

- Assisting in the preparation and dissemination of strategic information that outline the critical areas of need and/or projects;
- Assist the City of San Luis in the implementation of an outreach strategy at the Federal, state and binational levels to raise awareness of the needs of the region;
- Facilitate the dialogue, communication and interaction with key state federal agencies, primarily with the General Services Administration ("GSA"), Customs and Border Protection ("CBP"), and the Arizona Department of Transportation ("ADOT");
- As determined appropriate and in full coordination with the US Counterparts, establish similar outreach efforts with the relevant federal, state and municipal entities on the Mexican side as it pertains to the port of entry projects;

- More as determined appropriate by the City in consultation with RAI-N.

In an effort to maintain the City informed of our activities and relevant matters, RAI-N will:

- Provide updates via electronic format to the City. At the request of the City of San Luis, all updates are to be provided to the Mayor and to the entire City Council. There will be additional exchanges of communication on as needed basis. Our experience has proven that more frequent reporting can result in an information overload for our clients and thus an inefficient use of time;

- RAI-N, as determined appropriate, will participate in leadership meetings, both in person or via teleconference;

PROFESSIONAL STAFFING

I will be primary point of contact for all services relating to this engagement. Other firm professionals will be involved in this engagement on as needed basis and as determined appropriate by RAI-N. In attachment #1 you will find a copy of a brief personal biography.

Should it be deemed appropriate by both the City and RAI-N that third-party professionals be required to provide complementary services in order to effectively execute any portion of this engagement, RAI-N will work with you in order to secure those services. You will be responsible for payment of any third-party services.

OUR FEES AND EXPENSES

RAI-N will require an annual retainer of $50,000 to be paid in 12 equal payments of $4,166.67. We have found that this approach results in a more cost-effective and efficient use of time for our clients rather than the traditional charge on a per-copy, per-fax or any other function on an itemized basis. **The retainer reflects a substantial discount of the standard fees, a discount that was requested by the City of San Luis.**

Additionally, the City will cover all travel related and out of pocket expenses including lodging, airfare and ground transportation as they pertain to this engagement. Invoices are due within 30 days of the date they are received. Delays of more than 30 days in receiving payment will result in a 1% additional charge on a per month basis.

In an effort to help save money for the City, whenever possible and appropriate, RAI-N will travel by rental vehicle whenever ground travel is required. Should the use of a personal

vehicle be required, the mileage RAI-N will adhere to the federal mileage reimbursement rate, as provided by the US General Services Administration, of $0.54/mile as of the date indicated on this document.

RAI-N will request prior verification, either in hard copy, telefax or via electronic mail in order to incur any expenses in excess of $100 on behalf of the City. We have found that seeking written approval for expenses that are of lesser quantities can be time consuming. Of course, we do not anticipate incurring any expenses without prior approval from you and a detailed reporting of all expenses will be submitted along with each invoice.

GENERAL TERMS AND CONDITIONS

The duration of this agreement shall be for one year commencing from the date of execution. At the conclusion of that year the City and RAI-N will jointly assess whether to renew, expand, modify or terminate this agreement. Additionally, either party shall have the option of terminating this agreement by providing a 30-day advance notice in writing or all fees owed to that termination date shall be paid to RAI-N as per the terms of this agreement.

RAI-N adheres to the strictest standards of ethics and professional behavior and provides professional services based on commonly accepted business principles, terms and standards, unless otherwise indicated.

It is our practice to hold any and all information provided to us by our clients as confidential.

RAI-N will act as an independent contractor to you and the City and RAI-N will be directly responsible for any compensation and/or coverage of benefits and taxes to any RAI-N personnel.

This engagement letter is presented to you and your leadership team only and is to be treated as confidential information at all times.

Confidentiality of Information; Disclosure

RAI-N agrees to maintain in confidence all City or City related information which RAI-N may receive as a result of its work with the City. Further, RAI-N agrees that it will not disclose to anyone, for any reason, or use directly or indirectly to compete with the City or divulge such information that others may use directly or indirectly to compete with the City, any confidential information, including, but not limited to, City information, City lists, trade secrets, data, financial information, negotiation strategies, legal opinions and/or advice, etc.,

that may be accessible to RAI-N in connection with its working relationship with the City, without express permission of City.

It is understood that RAI-N maintains a working relationship with other persons and legal entities. RAI-N shall promptly disclose the names of all other governmental entities that it is working with in the Country of Mexico and the States of Arizona, California, and New Mexico and the projects that it is working on for the purpose of avoiding conflicts of interest between clients. City agrees that any information disclosed by RAI-N shall be treated as confidential information to be treated as either private commercial trade secret information or as private work product information of RAI-N.

This agreement is subject to the cancellation provisions of A.R.S. §38-511.

CONCLUSION

We believe that our direct experience in projects on the border, our ability to interact with key stakeholder agencies and entities on both sides of the border and our fully bi-cultural and binational experience allows us to assure you that we will be a value-added member of the City's leadership team. Should you find the terms of this proposal acceptable kindly sign and date it and return it at your earliest convenience.

Thank you in advance for the consideration you give to this proposal. We are excited about working with you in this very unique project and we thank you for the consideration that you give to this proposal.

Respectfully,
FOR RAMÍREZ ADVISORS INTER-NATIONAL, LLC



Luis E. Ramírez Thomas, MSFS
President

FOR THE CITY OF SAN LUIS

SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____

ATTACHMENT #1
Professional Biography

LUIS E. RAMÍREZ THOMAS, MSFS

Luis is the President of Ramirez Advisors Inter-National, LLC (RAI-N). He has over 29 years of experience on US-Mexico border infrastructure projects, North American relations, international business and negotiations, regional economic development, industrial site selection, government procurement, project management and governmental affairs. Luis has dedicated a considerable amount of time, both personal and professional, to fostering better relations with Mexico and Canada, improving the quality of life for the residents of the border and promoting the economic development of the region.

Before establishing his firm over 13 years ago, Luis was the International Business Advisor for Lewis and Roca, LLP (now Lewis Roca Rothgerber Christie, LLP), in Phoenix. There he worked with clients from the strategic planning phase of an international business expansion through the implementation and start-up of operations, with particular focus on Mexico. He also worked with various clients on a variety of border infrastructure and industrial projects. Additionally, he assisted on a variety of legal matters including asset recovery and crossborder litigation strategies.

Prior to joining Lewis and Roca, Luis was a Manager with the Corporate Real Estate Solutions practice (Fantus) in the Los Angeles office of Deloitte & Touche, LLP. Luis served as the National lead for Mexico: Location Strategies and Implementation, offering clients a one-stop-shop option that included fully coordinated, cross-functional, binational and bicultural grouping of services designed to assist clients with the business expansions to Mexico. He was also a member in various major site selection efforts for Deloitte & Touche clients in the US and globally.

Luis was also the Regional Director - the Americas, of the Global Market Entry Practice for Deloitte & Touche, where he helped establish the Mexico Advisory Services Group, a multidisciplinary client services team for the firm's Southern California region.

Additionally, Luis was the Bulk Power Marketer for International Markets and a Senior Consultant for Industrial Development and International Programs with Arizona Public Service Company (APS). While at APS, Luis helped develop business opportunities for Bulk Power Services in Mexico and identified opportunities to expand retail sales that enhanced the utilization of APS's existing resources along the Arizona-Mexico border. Luis led the teams that negotiated unique and innovative electric service agreements with five Maquiladoras in San Luis Rio Colorado, Sonora. These projects entailed extensive work with Mexican and US Federal regulatory agencies and local and state governments, as well as managing binational legal, consulting, engineering and construction teams.

Luis was recently appointed to the National Advisory Council for the Administrator of the Environmental Protection Agency on issues impacting the environment in the United States and North America as it pertains to the US participation in the Commission for Environmental Cooperation (CEC). He also recently completed three terms as part of the Good Neighbor Environmental Board, its mission being to advise the President and Congress of the United States on good neighbor practices along the U.S. border with Mexico with a special focus on environmental infrastructure in the four states that border Mexico. This board is managed by the US Environmental Protection Agency. Luis also completed a two-year term as a member of the Data Management Improvement Act (DMIA) Task Force, a federal advisory task force designed to advise the US Attorney General and the Secretary of Homeland Security on the design and implementation of an entry and exit control system to and from the US. This system is now called the US-VISIT system.

Luis was also the Executive Director of the Border Trade Alliance (BTA) in 1994-'95 and was the Executive Assistant to the Chairman of the BTA in 1991-'92. He also worked for Joffroy Customs Brokers as an import-export specialist in the Maquiladora department.

Luis served on the Board of Directors of the BTA from 1996 to 2008, where he was also a member of the Executive Committee, Chaired the Immigration Committee and was the Co-Chair of the Public Policy Committee. As a past-Chair of the BTA, Luis was also one of the organization's Ambassadors at Large. In his functions with the BTA, Luis helped structure and implement many of the organization's positions on key issues including those pertaining to Border Crossing Cards, federal inspection procedures at the border, utilization of resources, securing funds for border infrastructure and staffing, and many more. He also represented the organization's key positions such as supporting the creation of the Department of Homeland Security.

Luis also served on the Board of Directors of the Arizona-Mexico Commission where he also served as the Chair of the Border Infrastructure and Economic Development Initiative. Luis recently completed a two-year term as a member of the Joint Legislative Review Committee on Transportation between Arizona and Sonora. As one of the three public members of this committee, Luis was involved in the coordination of efforts on Arizona-Sonora transportation issues and making annual reports and recommendations to the Arizona legislature on the environment, transportation infrastructure and safety problems caused by the type and volume of traffic on highways that carry out commercial operations between Arizona and Mexico.

He serves on multiple professional and charitable boards, including the Arizona Hispanic Chamber of Commerce, the Citizens Advisory Group for the International Boundary and Water Commission, the Board of Trustees for United Cerebral Palsy and the Isaac Educational Foundation, the Steps of Love Foundation and the serves as President of the Isaac Education Foundation. He has served on multiple boards, including the National Law Center for Inter-American Free Trade, the West Valley Child Crisis Center, Gateway Community College Incubator Board of Advisors, the US-Mexico Chamber of Commerce – California Chapter, the BTA Foundation, Friends of Public Radio Arizona and many more. He has received various Gubernatorial Appointments, including as a member of the Governor's Canamex Task Force. He was recently selected as the Friend of the Border by the Global Chamber of Commerce and the William K. Brooks Award by the Arizona-Mexico Commission.

Luis, born in Mérida, Yucatan, attended High School in Vancouver, British Columbia. He earned his Bachelor of Arts from the University of Arizona, cum Laude where he majored in Economics and Political Science and completed extensive coursework in Mexican-American Studies. He was also a member of the University of Arizona Shotokan Karate Team that won the national collegiate championship in 1989. He earned his Master's of Science in Foreign Service from Georgetown University, where he was awarded a Dean's Citation of Service. During his studies at Georgetown, Luis did a special internship with Congressman Jim Kolbe (R-AZ), where he served as a North-American Trade Specialist during the ratification of the North American Free Trade Agreement (NAFTA).

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. N.**

Meeting Date: 10/09/2019

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Assistant to Council/PIO, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for Fiscal Year 2019-2020. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: Amberly's Place provides a Crisis Response Sexual Assault/Domestic Violence/Child Abuse Advocate to coordinate services and reduce trauma to all primary and secondary victims and their families as may be referred by the San Luis Police Department on a twenty-four (24) hour per day, seven (7) days per week basis.

Amount: The city has entered into agreements with Amberly's Place, Inc. in past years and has already budgeted funds in the amount of **$41,808.00** for services to continue until the end of the Fiscal Year 2019-2020.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND RATIFY THE CONTRACT WITH AMBERLY'S PLACE IN THE AMOUNT OF $41,808.00 AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$41,808.00
BUDGETED AMOUNT:	$41,808.00
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000, Contractual Services/$399,920.00

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

N/A

Attachments

Amberly's Contrract

AGREEMENT

This agreement ("Agreement") is effective July 1, 2019, and entered into by and between the City of San Luis, Arizona, a municipal corporation of the State of Arizona, at City of San Luis c/o City Manager 1090 East Union Street, San Luis, Arizona 85336 and P.O. Box 1170 San Luis, Arizona 85349 (Mailing address by U.S. Postal Service) "CITY" and AMBERLY'S PLACE, INC., a nonprofit organization, at Amberly's Place, Inc. c/o Executive Director, 1310 S. 3rd Avenue, Yuma, Arizona 85364, "AMBERLY'S PLACE." The CITY and AMBERLY'S PLACE may be referred to singularly as the "Party" and collectively as the "Parties."

WHEREAS, AMBERLY'S PLACE was established in 2000 as a safe haven for victims of domestic violence, sexual assault and child victim crimes; and

WHEREAS, AMBERLY'S PLACE provides a service vital to the health and welfare to the residents of the CITY; and

WHEREAS, the CITY is desirous of supporting AMBERLY'S PLACE;

NOW, THEREFORE, the Parties in consideration of the above recitals and these mutual covenants and stipulations, agree:

I. PERFORMANCE

AMBERLY'S PLACE agrees to perform:

A. On a twenty-four (24) hours per day, seven (7) days per week basis provide a Crisis Response Sexual Assault/Domestic Violence/Child Abuse Advocate to coordinate services and reduce trauma to all primary and secondary victims and their families as may be referred by the San Luis Police Department.

B. Coordinate with the San Luis Police Department to provide medical exams for child abuse and sexual assault victims.

C. Provide access to a victim-friendly center (AMBERLY'S PLACE) for all victims of sexual assault, domestic violence, and child victim crimes.

D. Seek grants and corporate sponsorships to improve and expand available services.

E. Maintain accurate records of all monies received and disbursed. AMBERLY'S PLACE shall maintain an accounting system which complies with generally accepted accounting principles, including, but not limited to, SOP 78-10, FASB 116 and 117 as issued by the American Institute of Certified Public Accountants, and with the AICPA Audit Guide for Non-profit

Corporations and shall separately account for all funds provided by the CITY under this Agreement.

F. Annually provide the CITY with names and addresses of officers or directors, bylaws, and articles of incorporation and amendments thereof for AMBERLY'S PLACE. If any change of officer occurs and/or director, bylaws or articles of incorporation, AMBERLY'S PLACE shall also provide notice of the change within thirty (30) days thereafter. All documentation required by this Agreement shall be reviewed by AMBERLY'S PLACE'S Board of Directors prior to submission and shall be filed with the City Clerk within thirty (30) days after the period stated. The required reports and records are set forth:

1. Quarterly records of revenue and disbursements of monies received from the CITY, and

2. A semiannual status report regarding monies received for the CITY. The report shall contain analytical memoranda which:

(a) Lists travel activities;

(b) Lists capital expenditures;

(c) Describes the results of activities and expected achievements;

(d) Describes program effectiveness;

G. The City Manager may also require AMBERLY'S PLACE to provide a brief monthly statement or status report in an agreed-upon form.

H. To assess the impact of the efforts of the AMBERLY'S PLACE, the CITY shall evaluate AMBERLY'S PLACE'S performance relative to the performance criteria set forth herein. And additional information desired by the CITY, which is relevant and necessary to the CITY'S evaluation shall be provided by AMBERLY'S PLACE.

II. THE CITY SHALL PROVIDE THE FOLLOWING

A. Provide funds as directed by the City Council to AMBERLY'S PLACE for the amount provided in this Agreement, unless terminated as provided in this Agreement, that amount which is provided in the annual budget of the CITY. Such sum is to be disbursed monthly.

B. The method of payment shall be:

1. AMBERLY'S PLACE shall submit a request for payment monthly to the CITY'S Director of Finance detailing the proposal's expenditures and the actual expenditures to date.

2. Upon approval of the request for payment by the CITY, the CITY'S Director of Finance shall make payments within fifteen (15) days to AMBERLY'S PLACE, excepts as provided in subsection C below.

C. The CITY may withhold payment, in whole or in part, as may be necessary to protect it from loss because of:

1. AMBERLY'S PLACE'S failure to render acceptable services, as stated in the performance criteria of Section I, Performance. The City Manager, or designee, shall investigate and monitor the quality of AMBERLY'S PLACE'S services to determine whether such services are acceptable. Upon determination by the City Manager that acceptable services are not being rendered, the City Manager shall notify AMBERLY'S PLACE of the specific deficiencies in performance and provide a reasonable time for AMBERLY'S PLACE to rectify said deficiencies. In no event shall such time to rectify exceed ninety (90) days. Whether or not AMBERLY'S PLACE'S services are acceptable will be the CITY'S exclusive decision.

2. AMBERLY'S PLACE'S failure to supply information, records or reports as required.

3. AMBERLY'S PLACE'S failure to comply with documentation requirements or accounting procedures.

4. AMBERLY'S PLACE'S failure to allocate money received from the CITY for the purpose described in this Agreement.

III. FINANCIAL SUPPORT AND TERM OF AGREEMENT

A. The term of the Agreement shall be for one year commencing on July 1, 2019, and ending on June 30, 2020.

B. The CITY agrees to pay AMBERLY'S PLACE $41,808.00 for services to be provided by AMBERLY'S PLACE under this Agreement during the CITY's fiscal year 2019-2020.

C. Funding of the Agreement shall be subject to the annual appropriation of funds for this activity by the City Council under the required budget process of the CITY.

D. AMBERLY'S PLACE may request and receive, as available, from the Finance Department of the CITY, certain specified CITY surplus items as required for AMBERLY'S PLACE'S operations. Determination of which surplus items are available to AMBERLY'S PLACE shall be at the sole discretion of the CITY.

E. Renewal of this Agreement beyond will be contingent upon AMBERLY'S PLACE performance under this Agreement. If AMBERLY'S PLACE'S performance does not, in all material respects, meet the minimum requirements as described in Section I, Performance of this Agreement, this Agreement may not be renewed by the City Council.

F. Nothing in this Agreement shall preclude the CITY from contracting separately with AMBERLY'S PLACE for services to be provided besides those provided in this Agreement upon terms and conditions to be negotiated by the CITY and AMBERLY'S PLACE.

IV. TERMINATION

This Agreement may be terminated by the CITY before the end of the term of this Agreement if any of the following occur:

A. With cause, by providing ninety (90) day notice to AMBERLY'S PLACE. Prior to such termination, the CITY shall notify AMBERLY'S PLACE of the specific grounds for termination and provide a reasonable time for remedial action by AMBERLY'S PLACE. In no event shall such time to remedy exceed ninety (90) days.

B. By mutual written consent of both Parties.

C. For breach or default by AMBERLY'S PLACE of any of its obligations under this Agreement.

V. INDEMNIFICATION

To the fullest extent permitted by law AMBERLY'S PLACE shall indemnify and hold harmless the CITY, its agents and employees from and against all claims, damages, losses, expenses, and injury to property or persons (including death), including but not limited to attorney's fees, caused in whole or in part

by any negligent act or omission of AMBERLY'S PLACE, or anyone directly or indirectly employed by AMBERLY'S PLACE for whose acts any of them may be liable, regardless of whether or not it is caused by a Party indemnified hereunder, whether authorized by AMBERLY'S PLACE or not, including theft by AMBERLY'S PLACE or any of its officers, agents, employees, guests, patrons, invitees or trespassers, arising out of or resulting from this Agreement.

No Personal Liability. No member, official or employee of the CITY shall be personally liable to AMBERLY'S PLACE, 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 AMBERLY'S PLACE or its successor or assign, or (c) under any obligation of the CITY under this Agreement.

VI. INSURANCE

AMBERLY'S PLACE shall, at AMBERLY'S PLACE'S expense, secure and maintain during the term of this Agreement commercial general liability insurance including bodily injury, property damage, contractual, personal injury, and products, completed operations. Liability limits shall be no less than $1,000,000 per occurrence combined single limit and shall be primary to any other coverage available to the CITY. The CITY shall be named as an additional insured, and certificates of insurance for the requirements herein shall be delivered to the CITY prior to the commencement of this Agreement. Failure to provide required coverage and compliance with the terms and conditions of this Agreement shall not waive the contractual obligations herein. If the policy or policies shall be canceled by the insurance company or AMBERLY'S PLACE during the term of this Agreement, AMBERLY'S PLACE and the insurance company shall provide thirty (30) days written notice to the effective date of such cancellation or termination to the CITY

VII. GENERAL CONDITIONS

A. Nondiscrimination. AMBERLY'S PLACE shall not discriminate against any person based on race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964), and with the Americans with Disability Act of 1990. In addition, AMBERLY'S PLACE shall include similar requirements of subcontractors in any contracts entered into for performing AMBERLY'S PLACE'S obligations under this Agreement.

B. Financial Review.
   1. AMBERLY'S PLACE shall make their financial records available for inspection by the CITY, or its designee, upon reasonable notice during normal business hours of the CITY.

2. If the CITY desires a financial audit by a certified public accountant of the AMBERLY'S PLACE'S financial records to verify the use of CITY funds according to the terms and audit. AMBERLY'S PLACE will not be responsible for the cost of such an audit if requested by the CITY and are entitled to a copy of any resulting reports that are received by the CITY.

C. Compliance with Law. AMBERLY'S PLACE shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, AMBERLY'S PLACE shall include similar requirements of subcontractors in any contract entered into for performing AMBERLY'S PLACE obligations under this contract.

D. Binding on Successors. The covenants and conditions herein contained apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties.

E. Attorney Fees and Costs. If any action, suit proceedings are brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing Party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to witness fees, court costs, and reasonable attorney fees.

F. Laws Governing. This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance.

G. Venue. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in any court of competent jurisdiction in the County of Yuma, State of Arizona.

H. Waiver. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, or any delay in exercising any rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either to insist upon strict performance of this Agreement.

I. Severability. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

J. Integration. 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; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

K. No Partnership. Nothing in the Agreement is intended or shall be construed to constitute a partnership or joint venture between the parties, and neither Party shall be deemed the principal, agent, officer, or member of the other.

L. Time is of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of AMBERLY'S PLACE of any obligation shall apply only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

M. Binding Arbitration. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration under the Arizona Uniform Rules of Procedure for Arbitration in effect unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing with the other Party to this Agreement.

N. Conflict of Interest. This contract shall be subject to the Conflict of interest provisions of A.R.S. § 38-511, as amended.

O. Notices. Any business communications in connection with this Agreement may be provided by email. All legal notices or demands related to this Agreement must be provided in writing and sent to the receiving Party at the address in the first paragraph of this Agreement. All notices to be given under this Agreement by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by major commercial delivery courier service or mailed so it requires signature by the recipient or by process service 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.

P. Compliance with A.R.S. § 23-214. A.R.S. §23-214 imposes requirements upon employers to verify the employment eligibility of all of its employees as set forth in that statute and its related definitions (e-verify). Both the CITY and AMBERLY'S PLACE will not enter into a contract with any Company or its providers or subcontractors not in compliance with the requirements of A.R.S. § 23-214. Both the CITY and AMBERLY'S PLACE represents that it complies with the law and will continue to comply. By signing below, each represents and warrants they fully comply with all federal, state, and local laws, rules, and regulations regarding employment eligibility of all its employees, including use of the requirements of A.R.S. § 23-214, and they shall remain in compliance during the term of this Agreement.

Q. Business License. AMBERLY'S PLACE shall obtain a San Luis, Arizona Business License.

R. Force Majeure. If AMBERLY'S PLACE 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 exercising reasonable diligence. This includes, but is 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.

S. 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.

T. 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 this Agreement.

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

V. Ratification. Acts, taken pursuant to this contract, but prior to its execution are hereby ratified and confirmed.

[Intentionally left blank, signature page follows]

This Agreement shall inure to the benefit of and bind the heirs, legal representatives, assignees, and successors of the respective parties.

The parties have executed this Agreement in Yuma County, Arizona.

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor

Date: _____

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Amberly's Place,
Arizona Non-Profit Corporation

_____
Diane Umphress, Executive Director

Date:_____

Amberly's PLACE
Family Advocacy Center

February 28,2019

Tadeo Azael De La Hoya
City of San Luis City Manager
1090 E Union Street
San Luis, AZ 85349

Mr. De La Hoya,

Since Amberly's Place partnered with the City of San Luis in June of 2008, calls for services continue to take place as does the increase in services to the people who live in the City of San Luis. Many exciting things have transpired this last year that I would like to share with you that are unique to the City of San Luis.

The City of San Luis Prosecutor meets with each DV victim prior to the hearing. The prosecutor's office contacts the Amberly's Place advocate to coordinate a meeting with the victim. This is the only prosecutor in Yuma County this agency works with that takes the time to do this. The advocates have stated this step helps the victims to feel believed and stronger. Each act of kindness helps the victim to heal and move forward. The collaborative effort stated above are proof that the City of San Luis is vested in helping victims become survivors. However, there are other great things happening in your community.

The San Luis Police Department has an agreement with US Port Authorities to notify the Police Department when a DV offender crosses the Border and the victim has an Order of Protection. The police then notify Amberly's Place so that the advocate can alert the victim and safety precautions can be taken. This can help to save lives by giving this advance notice.

Amberly's Place was able to divert grant funds and purchase a 2018 Dodge Journey to be used specifically for the San Luis community. In the original agreement with Amberly's Place the City of San Luis was to provide a car to be used to transport victims and to provide crisis response to victim living in the San Luis. Amberly's Place continues to invest in the City of San Luis in an effort to thank you for the support you are providing to victims living in your community. The Journey is large enough that advocates can transport food boxes and other emergency needs to the victim such as diapers, clothes.

Amberly's Place advocates are members of the South County Domestic Violence Task Force and attend meetings and events with this group. They are also members of the South County Sexual Assault Task Force. Being part of the multi-disciplinary team in the City of San Luis is important to this agency and strengthens our relationship and services to victims.

A Yuma County Sexual Assault Task Force has been formed. San Luis Police Department is part of this Task Force. This group will bring Arizona Post training to Yuma County law enforcement officers at no cost on investigating these crimes. This group also looked at the statewide protocols, and adapted the guidelines for Yuma County, thereby putting in place our first sexual assault written protocols.

Amberly's PLACE
Family Advocacy Center

Peer reviews are held monthly at Amberly's Place for all forensic interviewers. These will now include interviews of sexual assault victims to help strengthen this area of investigation.

Amberly's Place recently purchased a Cortex Flo camera which documents physical injuries to victims. This camera magnifies the injuries so they can be seen clearer and make it possible to substantiate allegations of physical abuse and strangulation. San Luis officers have utilized this camera in their investigations. This $17,000 camera was an additional investment Amberly's Place has made in assisting law enforcement in the investigation of abuse allegations.

We are requesting the same amount of funding as we have received in the previous years, which is $41,808.00. We hope to see some of the inroads and improvements the City of San Luis has made for victims repeated in other Yuma County cities and towns.

Thank you for your ongoing support it means so very much to our success with the victims in your community. Together we are making a difference.

Sincerely;

Diane Umphress
Executive Director

1310 S. 3rd Avenue Yuma, AZ 85364 * (928) 373-0849 Fax (928) 373-0852

Amberly's Place

San Luis Police Department
January 2018 to December 2018
Victimization Types

CATEGORY	VICTIMIZATION TYPE	PRIMARY	SECONDARY	TOTAL	%
PRIMARY VICTIMIZATION TYPE	Adult Physical Assault (includes	1	0	*1*	0.4%
	Adult Sexual Assault	8	10	*18*	8.0%
	Bullying (Verbal, Cyber, or Physical)	0	0	*0*	0.0%
	Child Physical Abuse or Neglect	11	14	*25*	11.1%
	Child Sexual Abuse/Assault	20	29	*49*	21.8%
	Domestic and/or Family Violence	70	51	*121*	53.8%
	Elder Abuse or Neglect	0	0	*0*	0.0%
	Human Trafficking: Sex	0	0	*0*	0.0%
	Kidnapping (noncustodial)	0	0	*0*	0.0%
	Kidnapping (custodial)	1	1	*2*	0.9%
	Stalking/Harassment	1	2	*3*	1.3%
	Teen Dating Victimization	0	0	*0*	0.0%
	MDT Assist	2	4	*6*	2.7%
	TOTAL	*114*	*111*	*225*	100.0%

Amberly's Place

San Luis Police Department
January 2018 to December 2018
Population Demographics

CATEGORY	POPULATION	NUMBER OF VICTIMS SERVED	% SERVED
A. RACE/ETHNICITY (self-reported)	American Indian/Alaska Native	0	**0.0%**
	Asian	0	**0.0%**
	Black/African American	0	**0.0%**
	Hispanic or Latino	224	**99.6%**
	Native Hawaiian and Other Pacific Islander	0	**0.0%**
	White Non-Latino/Caucasian	0	**0.0%**
	Some Other Race	0	**0.0%**
	Multiple Races	0	**0.0%**
	Not Reported	0	**0.0%**
	Not Tracked	1	**0.4%**
	TOTAL	*225*	*100.0%*
B. GENDER IDENTITY (Self-reported)	Male	72	**32.0%**
	Female	150	**66.7%**
	Other	0	**0.0%**
	Not Reported	3	**1.3%**
	Not Tracked	0	**0.0%**
	TOTAL	*225*	*100.0%*
C. AGE (Self-Reported) Report the age of the victim at the time of victimization	**0-12**		
	Female	38	16.9%
	Male	33	14.7%
	Subtotal	***71***	***31.6%***
	13-17		
	Female	21	9.3%
	Male	15	6.7%
	Subtotal	***36***	***16.0%***
	18-24		
	Female	23	10.2%
	Male	4	1.8%
	Subtotal	***27***	***12.0%***
	25-59		
	Female	55	24.4%
	Male	15	6.7%
	Subtotal	***70***	***31.1%***
	60 and Older		
	Female	8	3.6%
	Male	3	1.3%
	Subtotal	***11***	***4.9%***
	Not Reported	10	4.4%
	Not Tracked	0	
	TOTAL	*225*	*100.0%*

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. O.**

Meeting Date: 10/09/2019

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Assistant to Council/PIO, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry for Fiscal Year 2019-2020. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: Gethsemani Food Ministry provides, free of charge, food to low-income families in the City of San Luis.

Amount: The city has entered into an agreement with Gethsemani Food Ministry in the past and has already budgeted **$3,000.00** to provide food for families that are going through economic hardship in the City of San Luis. This agreement is for Fiscal Year 2019-2020.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT IN THE AMOUNT OF $3,000 WITH GETHSEMANI FOOD MINISTRY AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$3,000.00
BUDGETED AMOUNT:	$3,000.00
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000, Contractual Services/$399,920.00

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

N/A

Attachments

Gethsemani Food Ministries Contract

Contribution Letter FY 19-20

AGREEMENT

Agreement (this "Agreement") is effective the date of the last signature, between the City of San Luis, Arizona, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona (the "City"), and Gethsemani Food Ministries, a faith-based charitable organization of 1011 B Street, P.O. Box 2067, San Luis, AZ 85349 ("Food Ministries"). The City and the Food Ministries may be referred to singularly as the "Party" and collectively as the "Parties").

In consideration of the mutual promises in this Agreement, the Parties agree as follows:

SECTION ONE. PURPOSE

The public purpose of this contract is to deliver food to low-income residents of the City of San Luis, Arizona.

SECTION TWO. DURATION

The term of this Agreement shall start on the date of execution which is the day the last Party approved this Agreement) and end on June 30, 2019.

SECTION THREE. OBLIGATION OF FOOD MINISTRIES

3.1 The Food Ministries promises to deliver food to low-income persons within the city limits of the City of San Luis at least twice per month and to do so free of charge to said low-income persons for the duration of this Agreement. The Food Ministries shall provide proof to the City that it provided $3,000.00 worth of food to low-income persons.

3.2 Food shall be distributed to all above-qualified persons regardless of religious faith. Monies provided herein shall not be used to promote religious faith or beliefs.

3.3 Distribution of food shall conform to all federal, state and local legal requirements, including, but not limited to all rules and regulations of the Yuma County Health Department.

SECTION FOUR. OBLIGATION OF CITY

The City agrees to pay the Food Ministries $3,000.00 (three thousand dollars) for

food services to low-income persons in the city limits of the City of San Luis.

SECTION FIVE. LIABILITY INSURANCE AND INDEMNITY

The Food Ministries agrees to defend, indemnify and hold City, their respective affiliates, officers, directors, employees and agents harmless against any losses, claims demands, suits, actions, judgments, fines or payments for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of food distribution by the Food Ministries. The Food Ministries obligations under this paragraph shall survive the expiration or termination of this Agreement.

SECTION SIX. PROVISIONS REQUIRED BY ARIZONA LAW

6.1 Conflict of Interest. 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 A.R.S. §38-511.

6.2 Employment Eligibility. The Food Ministries warrants 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. The City retains the legal right to inspect the papers of the Food Ministries to ensure that Food Ministries complies with this warranty.

SECTION SEVEN. MISCELLANEOUS PROVISIONS

7.1 Notices. All notices, approvals and communications provided for herein, or given in connection, shall be validly given, made, delivered or served if in writing and delivered personally by process server or sent by a nationally recognized courier (e.g., Federal Express, Airborne, UPS) or by United States Postal Service certified with return receipt requested and postage prepaid to:

If to the City: City Manager
City of San Luis
P.O. Box 1170 (by United States Postal Service)
San Luis, Arizona 85349

1090 East Union Street (by personal process or courier)
San Luis, Arizona 85336

With a copy to: San Luis City Attorney
The City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

If to the
Food Ministries President
Gethsemani Food Ministries
P.O. Box 2067 (by United States Postal Service)
San Luis, Arizona 85349

1101 B Street (by personal process or courier)
San Luis, Arizona 85336

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. Notices, approvals, changes of addresses and other communications provided for herein shall be effective upon receipt as hereinabove provided, prepaid and addressed as set forth above.

7.2 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or the Food Ministries of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

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

7.4 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 Food Ministries represents and warrants it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under state laws. The Food Ministries 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.

7.5 Amendment of the Agreement. No change or additions are to be made to this Agreement except by written amendment executed by the Parties.

7.6 Severability. Every provision of this Agreement is and will be construed to be, a separate and independent covenant. If any provision of this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this Agreement will be valid and will be enforced to the extent permitted by the law, and the Parties will negotiate in good faith for such amendments of this Agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

7.7 Reformation. Reformation. Should any term, provision, covenant or condition of the Agreement be held to be void or invalid, the Parties shall reform this Agreement to conform as closely as possible to the original intent of this Agreement.

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

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

7.10 Attorney's Fees and Costs. If any Party finds it necessary to bring any action at law or other proceeding, including arbitration, against the other party to enforce any of the terms, covenants or conditions hereof, or for any breach or default, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorney's fees by the other Party, and in the event any judgment is secured by said prevailing Party, all such costs and attorney's fees shall be included therein, such fees to be set by the court and not by jury.

7.11 Assignment. The rights of each Party under this Agreement shall not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

7.12 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.

7.13 No Agency Created. It is not intended by this Agreement to, and nothing contained in this Agreement shall create any partnership, joint venture or other similar arrangement between the City and the Food Ministries.

7.14 No Personal Liability. No member, official or employee of the City shall be personally liable to the Food Ministries, 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 Food Ministries 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 the Food Ministries under this Agreement shall be limited solely to the assets of the Food Ministries 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 the Food Ministries; (ii) the shareholders, members or managers or constituent partners of the Food Ministries; or (iii) officers of the Food Ministries.

7.15 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 contract.

7.16 Time is of the essence. Time is of the essence in this Agreement, and the Food Ministries agrees to use the utmost diligence in the performance of this Agreement.

7.17 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.

7.18 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 the signature of all Parties may be physically attached to a single document.

SECTION EIGHT. EFFECT OF AGREEMENT

This Agreement shall inure to the benefit of and bind the heirs, legal representatives, assignees, and successors of the respective Parties.

The Parties have executed this Agreement in Yuma County, Arizona the date the last Party approved this Agreement.

.

City of San Luis, Arizona

Gerardo Sanchez, Mayor
Date:_____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Gethsemani Food Ministries

Jose Manuel Castro, Pastor
Date:_____

GETHSEMANI FOOD MINISTRY

SAN LUIS INDEPENDENT FOOD BANK

1010 "B" Street / P.O. BOX 3137 San Luis AZ. 85349
Phone & Fax: (928) 627-2678 - Mobil: 928-446-2200
Facebook: Gethsemani Church
Manuelcastro12@msn.com

Jose Manuel Castro
Pastor / President.

Today Date:
March 5, 2019

Dear City of San Luis, AZ.

Our most honorable City Mayor, Administrator and members of the Council,

It is our prayer that the good Lord be blessing and keeping each one of you. Because Scripture reminds us to pray for our leaders in the community, when we gather to pray, we intercede for you in prayer as He fills you with much wisdom and sensitivity to conduct and manage the affairs of our great city.

With great humbleness I make you aware of the program we have in place to help the needy and less fortunate of our city. We have been donating tons of food like never before. It's impressive the amount of food we gather on a weekly basis from various locations, like: Nogales, Tucson, Phoenix and Yuma. Our purpose has always been to fight hunger in the name of Christ. Thanks to the Lord we have two trucks available to make these runs- these trucks are our way of transport in order to support hundreds of families who go hungry in our community each month. **Thank you for your contribution to our food program and feed our community and together combating the hungry.**
Our prayer is that our City of San Luis, AZ can stand with us in support with $3,000 dollars. to support caring the food.

We appreciate with all of our heart your generous support as we continue to fight hunger in our city and support our community activities. Thank you!

Optimistically,

Jose M. Castro. President / Pastor.

RECEIVED
MAR 06 2019
CITY OF SAN LUIS

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. P.**
Meeting Date: 10/09/2019
Department Head: Tadeo A. De La Hoya, City Manager, Administration
Submitted By: Francia Alonso, Assistant to Council/PIO, Administration
Action Requested: Motion

ITEM:
Discussion and possible action on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2019-2020. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:
Service: The Youth Build Program of Portable Practical Education Preparation, Inc. (PPEP) provides low-income youth, ages 17-24, education to obtain their GED, learn job skills, and leadership development. Students in the program serve their communities by building affordable housing and providing community services. Under this contract, the money will be used toward the cost to educate students who are residents of San Luis, Arizona.

Amount: The city has entered into an agreement with PPEP in the past. The city has already budgeted funds for **$30,000.00** for the Youth Build Program until the end of the Fiscal Year 2019-2020.

RECOMMENDATION / SUGGESTED MOTION:
I MOVE TO APPROVE THE CONTRACT WITH PORTABLE PRACTICAL EDUCATION PREPARATION, INC (PPEP) IN THE AMOUNT OF $30,000.00 AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$30,000.00
BUDGETED AMOUNT:	$30,000.00
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000, Contractual Services/$399,920.00

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

Attachments

PPEP Contract

AGREEMENT

This agreement ("Agreement") is effective July 1, 2019 between Portable Practical Education Preparation, Inc. ("PPEP"), a domestic non-profit corporation organized under the laws of Arizona, 802 East 46th Street, Tucson, Arizona 85713 and the City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 East Union Street, San Luis, Arizona 85336 and its U.S. Postal Service for mail delivery address at P.O. Box 1170, San Luis, Arizona 85349 ("City"). PPEP and the City may be referred to singularly as the "Party" and collectively as the "Parties."

WHEREAS, City has allocated certain funds for a YouthBuild Program for young adults In the City of San Luis, Arizona; and

WHEREAS, the City wishes to engage PPEP to utilize such funds in PPEP's existing YouthBuild Program; and

WHEREAS, the City wishes the YouthBuild Program to serve and graduate students who are residents of San Luis by June 30, 2020.

NOW, THEREFORE, In consideration of the matters described above, and of the mutual benefits and obligations in this Agreement, the Parties agree as follows.

A. STATEMENT OF WORK

1. Name of Activity: YouthBuild Program

2. Description: (see ATTACHMENT). The YouthBuild program proves 10 months of construction training for career pathway development, a national credential certification with the National Center for Construction Education & Research (NCCER), First Aid certification, ten (10) Occupational Safety and Health Administration (OSHA) certifications, a $1,568.00 AmeriCorps Scholarship to college good for 7 years, job placement, and extensive case management and support services. In addition they receive a $600.00 per month stipend while in the program to help pay for other needs to sustain their families.

3. Funding Agreement Total: $30,000

4. Term: July 1, 2019, to June 30, 2020

5. Number served: 20 YouthBuild enrollees are residents of San Luis, and another 20 students will begin the 10-month program in February of 2020. For staffing salaries for teachers, construction trainers, supervisors, case managers, and credential and

leadership staff alone it costs $14,315 per student to educate and train in the YouthBuild program. Per-student expense costs close to $17,000 per student if supplies, uniforms, tools, book, internet, etc. were considered. This is a bargain as the Department of Labor allows up to $18,000 per student due to the program intensity and to achieve the stated program goals. The contribution of the City will help defray the cost of educating the 20 students expected to graduate this fiscal year ending June 30, 2020 and the 20 who will start but not finish until the next fiscal year in November of 2020.

B. PERFORMANCE MONITORING

The City will monitor the performance of PPEP against goals and performance standards under this Agreement. Substandard performance, as determined by the City, will constitute noncompliance with the Agreement. If PPEP does not correct such substandard performance within a reasonable period of time after being notified by the City, the City will initiate contract suspension or termination procedures.

C. NOTICES
Communication and details about this contract shall be directed to these contract representatives:

For the City

City Manager
1090 East Union Street
San Luis, Arizona 85336 (for physical address) and
P.O. Box 1170
San Luis, Arizona 85349 (U.S. Postal Service for mail delivery)

For PPEP
Ms. Kari Hogan
Chief Administrative Officer
802 E. 46th Street
Tucson, Arizona 85713
520-770-2500

Any business communications regarding this Agreement may be provided by email.

All legal notices or demands related to this Agreement must be provided in writing and sent to the receiving Party at the address above. All notices to be given under this Agreement by either Party to the other shall be considered validly given and fully received when made in writing and delivered or refused delivery by major commercial delivery courier service or mailed, so it requires signature by the recipient or by process service. Either Party may from time to time designate in writing and deliver in a like manner a change of address. 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.

D. SPECIAL CONDITIONS
None

E. PPEP RECOGNITION

The PPEP shall ensure recognition of the role of the City in providing services through this Contract. All activities, facilities and items utilized under this contract shall be prominently displayed in all publications made possible with funds provided under this contract.

F. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended to or shall be construed as creating or establishing the relationship of employer/employee between the Parties. PPEP shall at all times remain an independent contractor regarding the services to be performed under this Agreement. PPEP shall be responsible for all employer responsibilities, including but not limited to the payment of Unemployment Compensation, FICA, and Workers' Compensation Insurance.

Rights of PPEP 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.

G. GENERAL CONDITIONS

1. Payment: It is expressly agreed and understood by the City that the total amount to be paid to the PPEP under this contract by the City shall not exceed $30,000.

2. Time of Performance: **This Agreement shall take effect on the 1st day of July 2019 through and including the 30th day of June 2020.**

3. Insurance and Bonding: PPEP shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond coverall all employees' in an amount equal to cash advances from the City.

4. Subcontracting: None of the services covered by this Agreement shall be subcontracted or assigned without prior written approval by the City.

5. Maintenance and Availability of Records:

a. Regarding this Agreement, PPEP shall maintain all accounting, client records, papers maps, photographs, other documentary materials, and any

evidence pertaining to costs incurred.

b. Such records shall be furnished and available for inspection by the City.

c. Such records shall be available at PPEP's offices at all reasonable times during the Agreement period. If it is a claim, investigation, or litigation pending after what is assumed to be the final payment that in effect, cancels the final payment date. The retention period will not begin until the final settlement of the claim, investigation, or litigation.

6. Financial Review. If the City desires a financial audit by a certified public accountant of the PPEP's financial records to verify the use of City funds according to the terms and audit. PPEP will not be responsible for the cost of such an audit if requested by the City and are entitled to a copy of any resulting reports received by the City.

7. Agreement Amendments/Revisions: Any changes to the Scope of Work or dollar amount of this Agreement require prior written approval from the City.

8. Suspension and Termination: With notification to PPEP, City may terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any funds at its discretion if the PPEP:

a. Violates any provision of this Agreement; or

b. Fails to complete performance in a timely manner

The City may also terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, by giving PPEP 30 days' written notice.

9. Audits: PPEP shall comply with the audit requirements in the Office of Management and Budget (OMB) Circular A-133.

10. No 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. No waiver and no modification shall be effective unless it is in writing signed by the Parties, and then only to the extent expressly set forth in such writing.

11. Severability. If any provision of the Agreement is declared void or unenforceable by a Court of Competent Jurisdiction or by operation of legislation, such provision shall be severed from this Agreement. The remainder of this Agreement will not be affected by that invalidity or unenforceability, and each provision of this Agreement will be valid and will be enforced to the extent permitted by the law.

12. Governing Law. The laws of the State of Arizona shall govern the interpretation

and enforcement of this Agreement.

13. Venue. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in the State of Arizona. In such legal action, the Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

14. Attorneys' Fees and Costs. If any Party finds it necessary to bring any action at law or other proceeding, including but not limited to arbitration, against the other Party to enforce any of the terms, covenants or conditions in this Agreement, or for any breach or default under this Agreement, the Party prevailing in any such action or other proceedings shall be paid all reasonable costs, reasonable financial services fees and reasonable attorney's fees by the other Party. In the event any judgment is secured by said prevailing Party, all such costs and attorney's fees shall be included in the judgment, such fees to be set by the court and not by jury.

15. 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.

16. No Agency Created. It is not intended by this Agreement to, and nothing in this Agreement shall create any agency, partnership, joint venture or other similar arrangement between the Parties.

17. No Personal Liability. No member, official or employee of the City shall be personally liable to PPEP, or any successor or assignee, (a) if any default occurs or breach by the City, (b) for any amount which may become due to PPEP or its successor or assign, or (c) under any obligation of the City under this Agreement.

18. Time is of the essence. Time is of the essence in this Agreement.

19. Force Majeure. If DEVELOPER 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 exercising reasonable diligence. This includes, but is 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.

20. 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.

21. Compliance with the Law. PPEP shall comply with all laws. Including but not limited to:

a. PPEP shall maintain a City of San Luis, Arizona business license. The Business License Application is available online at https://www.sanluisaz.gov/137/Business-License-Division, and the telephone number is (928) 314-9119.

b. PPEP expressly agrees that it shall be solely responsible for supervising its employees; that it shall comply with all rules, regulations, orders, standards, and interpretations promulgated under the Occupational Safety and Health Act of 1970 and any occupational safety and health act of Arizona; includes but not limited to training, provision of personal protective equipment; adherence to all appropriate lockout tagout procedures and providing all notices, safety data sheets, etc., as required by the right-to-know standard.

c. e-verify. Under A.R.S. § 41-4401:

i. PPEP warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A;

ii. that a breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract; and

iii. that the City retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph i.

22. Conflict. The Agreement is subject to the cancelation for conflict provisions of A.R.S. § 38-511(A)

21. 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.

22. Entire Agreement. This Agreement, including its attachment, which is incorporated herein by this reference, constitutes the entire Agreement between the Parties.

23. 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.

24. Ratification. Acts, taken under this contract, but prior to its execution are hereby ratified and confirmed.

[Intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement in Yuma County, Arizona the date the last Party signed this Agreement.

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor

Date: _____

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Portable Practical Education Preparation, Inc.

_____
John David Arnold, Ph.D., CEO

Date: _____

Project Design

From day one, the emphasis of the program will be on success! During the first two weeks of the program youth will attend a two-week orientation and mental toughness training that will foster team building and outline the importance of setting goals, why education is important and community service learning. The orientation will describe how students can achieve success and what it will take to complete the program successfully. It will include community service and leadership, learning expectations, program rules/policies, education processes, testing, along with other program and construction safety measures needing to be followed. Vocational and educational assessments will be given during the first two weeks of the program, and career assessments to establish baselines for each youth's individual education plan and career development plan. An outline of the program and contract requirements will also be reviewed between the student and the staff of the YouthBuild program. Once students are enrolled in the program and baseline testing reviewed, staff will work to assess and identify barriers, while creating each individual plan; therefore, beginning the process for GED achievement and other industry recognized certifications.

In the beginning, it is imperative that youth understand the use and dangers of working with a variety of tools used in construction. Prior to beginning work on the construction site, youth will be trained on tool usage and tool safety. Construction supervisors will incorporate related academic materials to show the relationship between what is learned in the classroom under NCCER credentialing and the ability to do the job. This will help youth begin to tie the two areas together and how each applies when learning construction. To enhance learning, each cohort will be divided into two (2) groups, enabling them to alternate between the academic classroom and the construction site, and using the remaining 10% of their time participating in youth leadership development and community service learning activities over the 10-12 month program period. During each week the two groups will alternate between academic classes and the construction site from Monday – Thursday. Classroom will consist of a 7 hour day, Construction will consist of a 6 hour training/work day, and Friday's will be designated for community services activities, additional classes for credentialing/workshops, field trips, and community presentations for a total of 8 hours.

The program is challenging and rigorous, enabling students to draw on their experiences (Experiential Learning Model), reinforcing the learning process. The following activities will enhance our ability to meet the established performance goals of the YouthBuild program:

Study and earn GED Certificate through approved educational curriculum and approved state testing

NCCER industry recognized certification for required certification (received at the end of the program)

OSHA certification training (industry recognized certificate)

Individual Employment Plan development and intensive case management for job placement in education or a job upon program completion

Tours of local Universities and Community Colleges that include information on FAFSA applications and Pell Grant information

Testing throughout the program to document literacy/numeracy gains

Student workshops on resiliency and other work related topics

Mock interviewing and interview techniques

Follow up every 30 days upon program completion for documented retention in job placement, educational placement, and reduced recidivism

Partnerships are a critical component of YouthBuild. Therefore, PPEP continues to partner with the Comite de Bien Estar for qualified construction projects, Arizona Western College for NCCER credentialing, and Campesinos Sin Fonteras for additional job readiness training. We also partner with PMHDC Micro Enterprise for Business development opportunities, the Cities of San Luis for community events, YouthBuild AmeriCorps for additional opportunities in community service and to achieve educational awards, and to the local American Job Centers for co-enrollment activities for additional employment and placement services.

Overall, The YouthBuild program is a 10 month program that offers secondary education, vocational education, certifications, national credentials, and college scholarships to students that enter the program and complete. Through a comprehensive GED program that incorporates online learning and classroom for blended learning to earn a high school diploma, students study and are able to obtain their diploma within the 10 month program. If they do not, they will then continue until it is achieved. In conjunction with the GED Program, students are also enrolled in a construction vocational education track, where they are building houses from the ground up with experienced construction supervisors and community housing partners. This is also tied into AmeriCorps, where each students is entered and participates in 450 hours of community services to earn a post-secondary scholarship that is good for 7 years once they complete the program. Because youth are working with housing partners to build low income affordable houses, it is also considered a part of their community services and giving back to the community. In addition, students will be involved within the community to offer community service and engage in multiple projects in the betterment of the community. Students will also attend college leadership classes, a National Construction credentialing class, and obtain certification in first aide, CPR, and OSHA 10 safety. Students are involved in a rigorous schedule for 10-12 months to complete all of their studies and prepare for future endeavors that include college attendance and direct job placement activities. Students are engaged in their community and also attend conferences for youth leaders and are a part of the local youth LULAC chapter.

Attachment B: Construction Training Plan

Training Plan YouthBuild San Luis	
Summary of Project	YBSL will work with licensed construction partners to build new affordable housing, rehabilitate multi-family housing projects for very low and low income individuals, incorporate NCCER curriculum for Pre-Apprenticeship, and teach GED common core curriculum for GED diploma. Through this process students will develop the necessary soft skills and work related skills for employment or post-secondary education once completing the program.
Training Scope Including Objectives, Goals	Objectives for construction and education training include working toward pre-apprenticeship credentials, gaining job experience for opportunities that increase wages, obtain education credentials for post-secondary opportunities, provide community interaction for partnership development and leadership opportunities, and to avail mentoring opportunities for positive interactions with adults. Goals for Construction and Education Training 70% of Youth will obtain their GED credential 75% of Youth will obtain job placement or attend post-secondary education 75% of youth will obtain NCCER certification
Training Strategy	YBSL uses a strategy that offers reinforcement of learned information between class and worksite. Curriculum from the classroom is tied to learning on the job site and lessons are repeated through hands on

	experience. Youth will be trained in cohorts split into two groups. Each group will spend 1 week studying for GED in computer equipped classrooms and 1 week week on the construction site, for the remainder of the program they will continue to alternate each week between construction and classroom learning. Students will spend no less than 6 hours in class and on construction sites. These techniques will allow for a better grasp of information learned in the classroom and on site. Each Friday, 8 hours will be set aside for community service projects, other activities/presentations, NCCER classes and leadership development for approximately. Online testing will occur bi-weekly to assess youth progress. Each student will spend 32 hours per week at the YBSL program. Each cohort will be in session for an 11 month period and earn a $600.00 per month stipend. Post Program Follow will occur after each cohort completes for a one year period and continue until performance measures are met.
Roles and Responsibilities	**The Program Director** will oversee program, project development, budgeting, and reporting to ensure training and program requirements are met. They will oversee all student enrollments, interviews and hiring of qualified staff to train in construction and education. They are responsible for partnership development, service coordination, partner relationships and weekly meetings. **Construction Supervisors** will oversee all construction training and have mastery level skills. Construction supervisors will conduct on-site safety training, will establish rules for

	communication, and communicate safety issues with partner organization site supervisors. Construction supervisors will be responsible for sustaining worksite schedules and amending if scheduling issues arise and report to the program director. **NCCER training and certification** will be done by certified construction instructors through Arizona Western College. The director will work with the college to get this person on board and students enrolled in the NCCER program within the initial development period. **GED Instructors** will oversee classroom instruction for GED Common Core attainment and work with students on Computer based learning. Instructors will work to incorporate NCCER materials with GED learning. GED instructors will have teaching credentials. **Program Coordinator** will be responsible for continued partnership development, community service activities, coordination with youth and staff, program/partner relations, jobsite coordination, activity coordination, and acquire all necessary documentation. **The Youth Navigator** will be responsible for all case management and support services to the youth will attending the program. This position will work with the colleges to fill out FASFA information if attending college when completing the program and will help with job placement for full time employment
Contingency Plan	If for any reason students cannot be onsite, trips with local universities, colleges, or other field trips/presentation are scheduled. Community Service projects are continuously scheduled and can replace potential down time. Though we do not plan on staff vacancy, contingencies are

	available because of the availability of 2 construction supervisors. If any were to leave, the others can cover until positions are filled. Because of relationship development with the local NFJP and HEP programs there is back up available for GED instructors, if the program were to lose its instructor until another could be hired. In addition, other housing partnerships are in the works with Housing America and Housing Authority of Yuma for new construction and rehab activities.
Training Materials, Design, and Standards	YBSL uses certified NCCER curriculum for accreditation in partnership with Arizona Western College/YPIC. Training materials are provided by the college and the certified instructor. GED materials are sought from the GED testing center and are approved education materials by the department of education, and meet common core standards for practice testing and learning. Official testing is provided by the community college. In addition, the YBSL is looking into advanced curricula to add for STEM education.
Restrictive Covenant Clause	Not Applicable. No DOL YouthBuild funds will be used for construction.

Portable Practical Educational Preparation, Inc.

Multi Service Center
802 E. 46th Street
Tucson, Arizona 85713
(520) 622-3553 Toll Free: (800) 376-3553 FAX: (520) 622-1480
Internet Address: ppep.org E-Mail Address: ppep@ppep.org

John David Arnold, Ph.D. **"Si Se Puede"** **Gertha Brown-Hurd**
Chief Executive Officer & Founder President

February 28, 2019

To: Mayor, Council & City Administrator:

Mayor, Council Members, and City Administrator, I would first like to take this opportunity to thank each one of you for your continued support of the PPEP YouthBuild Program. We are now in our 18th year of operation and could not have accomplished what we have done without your commitment and partnership in YouthBuild.

Over the years, we have made a difference in the lives of hundreds of almost 300 youth in the South County area and specifically San Luis. In previous years we have only been able to serve 10 -15 youth per cohort, but because of continued funding and an increase in funding last year from the City to Match AmeriCorps and DOL NFJP funding we we are able to increase that to 20 youth per cohort.

This past year, the city was very generous and increased the match amount to 30,000; therefore, we would like to request that same amount for the coming year to match the AmeriCorps program, which allows each youth participant to leave the program with a 1600.00 college scholarship. With the AmeriCorps program there is a 50% match required in order to apply for these funds and the City of San Luis grant each year has covered these costs, as well as the ability to pay for other youth training that the grant does not allow and is important for certifications and skill development. San Luis grants have also allowed youth to go on several trips to visit the University of Arizona, Arizona State University, and other community colleges for youth leadership seminars.

Over the past 18 years, PPEP has graduated approximate 216 youth with an 80% completion rate and the attendance rate is at a consistent 94%. The GED completion rate is consistently 78% and an 82% placement rate for students working or going to full time college. With all things considered, PPEP has stayed within the common measures put in place by its funding sources. We continue to strive to increase these percentages and provide leadership development for youth in the San Luis area. Over the past 18 years we have completed over 150 housing rehab projects, and constructed 54 new homes for low income residents of the San Luis community.

We continue to partner with many community organizations to provide community services activities that are worthwhile and give a wide variety of positive experiences for youth and of course we continue to build low income affordable housing and rehabilitation projects for those in need.

Program benefits: Through this program agencies work together in partnership for a common good. Youth have the ability to become productive citizens within their community and each partner plays a part in

this transformation. The program truly brings affordability to low income affordable housing projects and to rehab projects with a reduction in labor costs to the partners and the ability to do more with current funding, as it leverages costs.

We believe that together through the YouthBuild program, we can help to instill value, promote partners efforts with a Return on Investment (ROI) in the housing, and rehab industry and community participation. It takes a village to make positive change, and we cannot do it alone. Together we make a difference in the lives of young people.

If you have any questions or need further documentation, please feel free to contact me at any time. We believe in this program and guarantee a Return on Investment to everyone who collaborates with this worthwhile program. My information is below.

Sincerely,

Kari Hogan

Kari Hogan
Chief Administrative Officer
PPEP, Inc.
Office: 520-770-2500
Cell: 520-603-5416
Email: khogan@ppep.org