



NOTICE OF REGULAR COUNCIL MEETING

In accordance with §38-431.02 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, August 12, 2020. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349.

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. §38-431.02, 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, 12 de Agosto del 2020. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



**AMENDED AGENDA
8/11/2020**

**AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
August 12, 2020
7:00 p.m.**

The August 12, 2020 Regular Council meeting, for the safety of the public during the COVID-19 pandemic, will not have in-person attendance for members of the public.

However, members of the public may listen to the meeting's live audio stream on the City of San Luis' website <https://sanluisaz.gov/listenlive>. Recordings of the meetings will be available on the City's website <https://sanluisaz.gov/listenlive> after the meeting.

Public comment will be limited to the public hearing on any and all matters regarding Rezoning Case No. 2020-0277 and Ordinance No. 400. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the official Zoning Map of the City of San Luis by changing the zoning classification of 15.1 acres from Rural Area Residential (RA-10) to Medium Density Residential (R1-6) for property located west of 8th Avenue between Bienestar Estates No. 5 Subdivision and the East Main Canal. The city will receive public comments by email at cityclerksoffice@sanluisaz.gov for City Council's consideration any time before the meeting and during the meeting, which is scheduled to start at 7:00 p.m. on Wednesday, August 12, 2020. Any email comments received will be read aloud into the record.

Open meetings conducted remotely through technological means are permissible under the March 13, 2020, Arizona Attorney General opinion titled, "Re: Concerns Relating to Arizona's Open Meeting Law and COVID-19" and following the Mayor's March 18, 2020, Continued Declaration of Emergency and Amended Order-Coronavirus Disease-19 and City Council's Order 2020-7 which closed all city buildings and facilities (except the Municipal Court) to public access.

Por la seguridad del público durante la pandemia COVID-19, no habrá asistencia en persona para los miembros del público en la junta regular del Cabildo del 12 de Agosto del 2020.

Sin embargo, los miembros del público pueden escuchar el audio en vivo de la reunión transmitido en el sitio web de la Ciudad de San Luis <https://sanluisaz.gov/listenlive>. Las grabaciones de las reuniones estarán disponibles en el sitio web de la Ciudad <https://sanluisaz.gov/listenlive> después de la reunión.

Los comentarios públicos se limitarán a la audiencia pública sobre todos y cada uno de los asuntos relacionados a el Caso de Rezonificación No. 2020-0277 y la Ordenanza No. 400. Una ordenanza del Alcalde y el Cabildo Municipal de la Ciudad de San Luis, Arizona, que enmienda el Mapa de Zonificación oficial de la Ciudad de San Luis al cambiar la clasificación de zonificación de 15.1 acres de Residencial de Area Rural (RA-10) a Residencial de Densidad Media (R1-6) para propiedades ubicadas al oeste de 8th Avenue entre la Subdivisión Bienestar Estates No. 5 y el Canal Este del Canal Principal. La ciudad recibirá comentarios públicos por correo electrónico:cityclerksoffice@sanluisaz.gov para consideración del Cabildo Municipal en cualquier momento antes de la reunión y durante la reunión, que está programada para comenzar a las 7:00 p.m. el miércoles 12 de Agosto del 2020. Cualquier comentario por correo electrónico recibido se leerá en voz alta para ser documentado.

Las reuniones abiertas realizadas de forma remota a través de medios tecnológicos están permitidas bajo la opinión del Fiscal General de Arizona del 13 de marzo de 2020 titulada "Re: Preocupaciones relacionadas con Open Meeting Law de Arizona y COVID-19" y después de la Declaración de Emergencia Continua del 18 de marzo de 2020 del alcalde y Orden modificada-Enfermedad de Coronavirus-19 y Orden del Ayuntamiento 2020-7 la cual cerró todos los edificios e instalaciones de la ciudad (excepto en la Corte Municipal) al acceso público, para proteger la salud y la seguridad pública y reducir la transmisión de la Enfermedad de Coronavirus 2019 (COVID- 19).

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

1. **CALL TO ORDER/ROLL CALL 7:02 p.m.**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **PRESENTATION**
4. A. Moment of silence to commemorate the passing of dedicated and loyal employee Miguel Gonzalez, followed by presentation of plaque for years of service. **Presentation Done**
(Tadeo A. De La Hoya, City Manager)
5. **CONSENT AGENDA**
All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.
5. A. **MINUTES OF** **Approved**
- Regular Council meeting held June 10, 2020
5. B. **DISBURSEMENTS FROM JULY 11, 2020 THROUGH JULY 31, 2020** **Approved**
Total Disbursements \$1,283,667.63
(One Million, Two Hundred Eighty-Three Thousand, Six Hundred Sixty-Seven Dollars and Sixty-Three Cents)

5. C. Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francía Alonso, Assistant to Council/PIO)** **Approved**
5. D. Discussion and possible action on any and all matters regarding approval of a contract with Yuma County Arts and Cultural Group for the 2021 Annual Blazing Desert ComicCon event in San Luis, Arizona for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francía Alonso, Assistant to Council/PIO)** **Approved**
5. E. Discussion and possible action on any and all matters regarding approval of a contract with Yuma County Arts and Cultural Group for the San Luis Film Festival event in San Luis, Arizona for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francía Alonso, Assistant to Council/PIO)** **Approved**
5. F. Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francía Alonso, Assistant to Council/PIO)** **Approved**
5. G. Discussion and possible action on any and all matters regarding the annual contribution to the 4FrontED Binational Regional Program to promote education, infrastructure, tourism, and economic development. **(Tadeo A. De La Hoya, City Manager and Francía Alonso, Assistant to Council/PIO)** **Approved**
5. H. Discussion and possible action on any and all matters regarding the proposed agreement with Arizona Interagency Farmworkers Coalition, Inc for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francía Alonso, Assistant to Council/PIO)** **Approved**
5. I. Discussion and possible action on any and all matters regarding the contract with Yuma Regional Medical Center (YRMC) Cancer Center Hispanic Support Group, Inc., for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francía Alonso, Assistant to Council/PIO)** **Approved**
5. J. Discussion and possible action on any and all matters regarding the building of a temporary Fire Station #2. **(Angel Ramirez, Fire Chief)** **Approved**
6. **DISCUSSION AND POSSIBLE ACTION ITEMS:**

6. A. Discussion and possible action on any and all matters regarding the city's acceptance of funds awarded from the Arizona Attorney General's Office (AGO) for the purpose of purchasing law enforcement safety equipment in the amount of \$25,000.00. **(Richard Jessup, Chief of Police)** **Approved**
6. B. Discussion and possible action on any and all matters regarding the approval to change the existing Federal contract with Verizon to State contract NASPO. **(Derek Duenas, IT Manager)** **Approved**
6. C. Discussion and possible action on any and all matters regarding escrow instructions for the purchase of land on County 24th Street between Avenue E and Avenue F for a community park in East San Luis. **(Kay Marion Macuil, City Attorney)** **Approved**
6. D. Discussion and possible action on any and all matters regarding approval of a loan to buy land on County 24th Street between Avenues E and F for a proposed community park with a proposed police and fire station. **(Monica Castro, Finance Director)** **Approved**
6. E. Discussion and possible action on any and all matters regarding the acceptance of grant terms and conditions for the AZ CARES fund program and related budget adjustments for the fiscal year July 1, 2019, through June 30, 2020. **(Monica Castro, Finance Director)** **Approved**
6. F. Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2020-0277 and Ordinance No. 400. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the official Zoning Map of the City of San Luis by changing the zoning classification of 15.1 acres from Rural Area Residential (RA-10) to Medium Density Residential (R1-6) for property located west of 8th Avenue between Bienestar Estates No. 5 Subdivision and the East Main Canal. **(Jose Guzman, Director of Planning & Zoning)** **Public Hearing Held/Approved**
- A. Open public hearing
1. Staff presentation
 2. Call to the Public on this item
- B. Close public hearing
- C. Approval of Reading of Ordinance No. 400 by title only
(City Clerk to read the ordinance by title only)
- D. Action on Ordinance No. 400
7. **SUMMARY OF CURRENT EVENTS**
Events by Mayor, Council Members and/or City Manager pursuant to A.R.S. §38-431.02 (K).

8. ADJOURNMENT



PRESENTATION

Regular City Council Meeting

4. A.

Meeting Date: 08/12/2020

Presentation Topic/Summary:

Moment of silence to commemorate the passing of dedicated and loyal employee Miguel Gonzalez, followed by presentation of plaque for years of service. **(Tadeo A. De La Hoya, City Manager)**



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. A.

Meeting Date: 08/12/2020

Summary

MINUTES OF

- Regular Council meeting held June 10, 2020

Attachments

6/10/2020 RCM

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
June 10, 2020
7:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:03 p.m.

Mayor, City Council, and some members of staff participated remotely.

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

ABSENT: Council Member Mario Buchanan Jr.

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Axel Chayra, Information Technology Technician
Derek Dueñas, Manager of Information Technology
Francia Alonso, Assistant to Council/PIO
James Einwaechter, Assistant Director of Public Works
Jenny Torres, Economic Development Manager
Jorge Mungaray, Information Technology Technician
Jose L. Cisneros, Executive Assistant
Jose Guzman, Director of Planning & Zoning
Ralph Velez, City Consultant (remotely)
Richard Jessup, Chief of Police
Elizabeth Carpenter, Realtor

2. PLEDGE OF ALLEGIANCE

Council Member Africa Luna-Carrasco led the Pledge of Allegiance.

3. INVOCATION

Mr. Richard Jessup, Chief of Police, led the invocation.

4. PROCLAMATION/PRESENTATION

4.A. PROCLAMATION

- World Elder Abuse Awareness Day - June 15, 2020

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

Mayor Gerardo Sanchez stated it is a fact that men live five (5) years less than women, therefore he encouraged men to take care of themselves and visit their doctors regularly.

4. B. Presentation by Arizona Public Service (APS) on 2020 Summer Preparedness. (Regina Twomey, APS Community Affairs Manager: SW Division)

Ms. Regina Twomey, APS Community Affairs Manager - SW Division, presented the APS 2020 Summer Preparedness which included their service territory, 2020 peak resources and demand, 2020 APS resource diversity, APS fuel supply for all of its generating facilities, reliability activities, APS response to COVID-19, discussion points, and APS contacts. Her presentation is filed with the complete agenda packet filed at the City Clerk's Office.

Mayor Gerardo Sanchez thanked Ms. Twomey for the presentation.

5. CONSENT AGENDA

5. A. MINUTES OF

- Budget Retreat held April 17 & 18, 2020
- Special Council meeting held April 29, 2020
- Work Session held May 6, 2020

5. B. DISBURSEMENTS FROM MAY 16, 2020 THROUGH MAY 30, 2020.

Total Disbursements \$ 799,735.85

(Seven Hundred Ninety-Nine Thousand, Seven Hundred Thirty-Five Dollars and Eighty-Five Cents)

5.C. Discussion and possible action on any and all matters regarding the approval of Lighting and Retention Basin Assessment Districts Budget for Fiscal Year 2020-2021. (Carlos Cortes, Assistant Director of Finance)

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve the Consent Agenda as presented. 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

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6.A. Discussion and possible action on any and all matters regarding the dues to Yuma Metropolitan Planning Organization (YMPO) for Fiscal Year 2019-2020. (Francia Alonso, Assistant to Council/PIO)

Ms. Francia Alonso, Assistant to Council/PIO, stated as the fiscal year comes to an end it was realized that YMPO funding was not presented to the Mayor and City Council. They are requesting \$13,283.26, it is a decrease of \$453.48 from the previous fiscal year.

MOTION: Council Member Jose Ponce/Council Member Gloria Torres to approve payment of YMPO dues in the amount of \$13,283.26. Motion passed unanimously.

The vote was as follows:

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

Mayor Gerardo Sanchez asked if this was for this fiscal year and if so why did it take too long to pay this bill.

Mr. Tadeo De La Hoya, City Manager, responded it is for this fiscal year and this item was presented at a work session but the contract was never approved by the City Council, therefore a purchase order nor check could be issued until approved by the City Council.

6. B. Discussion and possible action on any and all matters regarding entering into a construction contract with Merrill Walker Builders, Inc. for the San Luis Senior Center Expansion Project No. IFB CDBG 105-20. (Mary French-Jones, Grant Writer)

Ms. Mary French-Jones, Grant Writer, explained the city did have a successful bid, eight (8) packets were issued and as a result four (4) eligible bids were received. During the bid opening, the lowest most responsive bid was Merrill Walker Builders Inc; they are a local contractor based in Yuma. Staff selected the flooring which is a padded substance over the linoleum. The base bid was \$500,130.00 and the additional flooring was included in the amount of \$15,933.00. She sent the intent to award letters and non-award; any of the contractors, should they choose to have a comment, have up to ten (10) days after award. That will conclude on the 20th, with that it is 150 days from the time a contract is issued and have an executed contract and at the end of the day, staff will have an additional square footage for the seniors and other participants when it is diligent to reopen.

MOTION: Vice Mayor Maria Cecilia Cruz/Council Member Africa Luna-Carrasco to award the bid to Merrill Walker Builders, Inc. in the amount of \$516,063.00 to complete the construction of the San Luis Senior Center Expansion Project No. IFB CDBG 105-20 as presented. Motion passed unanimously.

The vote was as follows:

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

6.C. Discussion and possible action on any and all matters regarding Order No. 2020-12. An order of the Mayor and City Council of the City of San Luis, Arizona, amending order No. 2020-6 to allow out-of-county travel for essential city business as approved by the City Manager. (Richard D. Jessup, Chief of Police)

Mr. Richard Jessup, Chief of Police, explained one of the things that was discovered in this new budget year is some of the travel that some of staff need to do. He has been in communication with Ms. Monica Castro, Director of Finance, as to what can be done to solve this dilemma and on some of the things that he needs to be at as a chief of police; there are several of his members including the K-9 units and Lt. Miguel Alvarez for the accreditation program. There is going to be some mandatory travel that he will need to have them go to because there are certifications on the line, and if those certifications do not go through, then those programs will shut down for a year until they can get certified.

In talking to Mr. Tadeo De La Hoya, City Manager, maybe the best way to go is they take on the project just to kind of rewrite this directive as far as the order was concerned, being from in county travel to allow staff to at least travel within the state and so it would be travel with the approval of the City Manager's Office. Travel requests would be submitted as usual through the Finance Department and then have Mr. De La Hoya approve or deny the request depending on what he wants to do.

Mr. Jessup asked the Mayor and City Council to amend this order, specifically Section No. 6, which states all out of county requests for city business travel shall be denied unless summoned by court order or discretionary case by case basis, moving intergovernmental projects of the city forward, or similar circumstances. To read something like this "is the order to allow for essential travel for all departments as approved by the City Manager". There is a mandatory meeting for the chiefs of police coming up in July, he has not been able to make reservations, since this has not gone through yet, therefore he is asking the Mayor and City Council to look at this and grant the request. Chief Jessup mentioned he was nominated unanimously by the Executive Board of the Chiefs of Police to serve on a seven (7) year term with the Arizona Chief of Police Association. This is the first time that someone from Southern Arizona, has been

selected to this board and so it's a privilege for him to be able to serve, not only San Luis when it comes to the legislations the board wants passed through at the state capitol on law enforcement; there is now a voice in San Luis that will be representing the city in the southern region and he is proud of that. This is another reason why he needed to bring this to the Mayor and City Council's attention.

Mayor Gerardo Sanchez thanked Chief Jessup and congratulated him for his appointment.

All Council Members congratulated Chief Jessup on his appointment.

MOTION: Council Member Jose Ponce/Vice Mayor Maria Cecilia Cruz to approve and adopt Order No. 2020-12. Motion passed unanimously.

The vote was as follows:

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

6.D. Discussion and possible action on any and all matters regarding Resolution No. 2130. A resolution of the Mayor and City Council of the City of San Luis, Arizona designating the Chief Fiscal Officer for officially submitting the fiscal year 2019-2020 expenditure limitation report to the Arizona Auditor General. (Tadeo A. De La Hoya, City Manager)

Mr. Tadeo De La Hoya, City Manager, stated the Arizona Auditor General requires the city to submit by July 31st, the name of the Chief Fiscal Officer per Arizona Revised Statute §41-1279.07(E), in this case it will be Ms. Monica Castro, Finance Director. Staff recommends approval of this resolution.

MOTION: Council Member Jose Ponce/Council Member Africa Luna-Carrasco to approve Resolution No. 2130 designating Monica Castro as the CFO to submit the Annual Expenditure Report to the Auditor General as presented. Motion passed unanimously.

The vote was as follows:

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

6.E. Discussion and possible action on any and all matters regarding Resolution No. 2133. A resolution of the Mayor and City Council of the City of San Luis, Arizona amending Resolution No. 2083 to amend the adopted budget for the fiscal year 2019-2020. (Monica Castro, Director of Finance)

Ms. Monica Castro, Director of Finance, explained that on June 25, 2019, the Mayor and City Council adopted the budget for Fiscal Year 2019-2020; in preparing the schedules for the upcoming Fiscal Year 2021, it was noticed that there is a discrepancy in the budget amounts in New World System. The difference is in material, but still it is important that the adopted budget matches the information in New World. The difference is \$4,500.00 she believes it was a typo when the forms were completed.

MOTION: Council Member Jose Ponce/Vice Mayor Maria Cecilia Cruz to approve Resolution No. 2133. Motion passed unanimously.

The vote was as follows:

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

6.F. Discussion and possible action on any and all matters regarding the acceptance and approval of the Tentative Budget for Fiscal Year 2020 - 2021. (Monica Castro, Director of Finance)

Ms. Monica Castro, Director of Finance, said state statutes require the City Council to adopt a tentative budget, the tentative budget being presented is a compilation of the work sessions held April 17 & 18 and May 14, 2020. In these work sessions, it was proposed to adopt a tentative budget that is mindful of the uncertain financial outlook the city is facing. It was also mentioned that the city does not want to act in panic and budget low and for the city not to be able to proceed with projects because they were not budgeted. The proposal was to budget for the best case scenario which assumes a recovery. It was also emphasized that just because the city has a budget and authority to spend it, means it should. Her objective is to ensure continuance of service to residents with fiscal responsibility. During the budget retreat, it was recommended to put aside a portion of this budget in a contingency account as a way of safeguard the financial situation of the city. In conversations with administration, it was directed to self-patrol the expenditures on a case by case basis to avoid a lot of formalities to come before City Council to make the process more efficient, instead of utilizing the contingency approach. Ms. Castro briefly explained all city funds on the tentative budget. This budget does not include construction of San Antonio Street, it was not included as the budget was finalized and there is a process in preparing the schedules that are published in the newspaper. It was a struggle to balance the budget, therefore the alternative to proceed with the construction of San Antonio Street in next year's budget will be to shift some of the projects or whichever option Council decides, but

there needs to be the flexibility to build a street, not next fiscal year but the following fiscal year. She brought it to the City Council's attention so that it can be planned and work something out to make it possible.

The grand total budget for the city is \$80 million of revenue. The city budgeted \$77 million in 2020. For expenditures the city is budgeting \$82,400,000.00 and in 2020 the city budgeted \$80 million. Ms. Castro asked the City Council to support the Finance Department in making sure that if the situation does not improve, that the city is careful about how funds are spent. The grand total in the red is \$2.3 million which is aligned with 2020 and she feels comfortable as she knows there is positive carryover into the fund to offset those numbers.

Ms. Kay Macuil, City Attorney, asked if there will be some direction on San Antonio Street on the 20-acre park as to whether to delay construction on the city's half of the road.

Mr. Glenn Gimbut, Assistant City Attorney, mentioned the City Council does not need to make a decision tonight, what the City Council is doing is adopting numbers. The City Council, as long as it stays within numbers, the City Council can make their decisions with San Antonio Street as long as the city does not change the numbers.

Mayor Gerardo Sanchez thanked Ms. Castro and added every year the City Council has done it and they set a ceiling and cannot go beyond.

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve the Tentative Budget for Fiscal Year 2020-2021 a presented. Motion passed unanimously.

The vote was as follows:

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

6.G. Public hearing followed by discussion on any and all matters regarding General Plan Case No. 2020-01 and Resolution No. 2134. A Resolution of the Mayor and City Council of the City of San Luis adopting the updated San Luis General Plan known as the "City of San Luis 2040 General Plan. (Jose Guzman, Director of Planning & Zoning)

A. Open public hearing

MOTION: Council Member Africa Luna-Carrasco/Council Member Matias Rosales to open the public hearing. Motion passed unanimously.

The vote was as follows:

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

1. Staff presentation

Mr. Jose Guzman, Director of Planning & Zoning, explained this is a process that he has been working on for more than a year now and it is required by state statute to be done every ten (10) years. This is a draft and some comments were made during the last work session that have not been integrated to the plan yet, but as staff moves forward those changes will be made.

Mr. Felipe Zubia, Matrix Design Group, provided a brief presentation as a follow-up to the meeting last week on the General Plan, they are in the final stage of the plan with City Council's action tonight.

Mayor Gerardo Sanchez thanked Mr. Zubia for the presentation.

2. Call to the Public on this item

Mrs. Sonia Cornelio, City Clerk, stated her office did not receive any comments from the public regarding this item.

Mr. Tadeo De La Hoya, City Manager, thanked Mr. Zubia, staff and stakeholders for the support and for being part of this long process.

Mr. Guzman thanked the City Council for being very supportive in this project he also added that there was a lot of participation from the residents as well.

B. Close public hearing

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

The vote was as follows:

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

C. Action on Resolution No. 2134

MOTION: Council Member Jose Ponce/Council Member Africa Luna-Carrasco to approve the General Plan Case No. 2020-01 and approve Resolution No. 2134. Motion passed unanimously.

The vote was as follows:

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

6.H. Discussion and possible action on any and all matters regarding Ordinance No. 399. An ordinance of the Mayor and City Council of the City of San Luis, Arizona amending Title XIII of the City Code by adding Chapter 132 public urination or defecation; providing for penalty; repealing any conflicting provisions; and providing for severability. (Kay Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, indicated Mr. Glenn Gimbut, Assistant City Attorney, worked on this ordinance, this is an ordinance the police department and the city prosecutor's office identified it is as something that they need.

Mr. Gimbut stated the police department identified that they are having trouble with the public urination in around the businesses by the port of entry ever since the city closed the public restroom in Friendship Park and to be able to keep the area clean, they needed this ordinance. The language in this ordinance was drafted by Mr. Jose De La Vara, City Prosecutor.

Mr. Richard Jessup, Chief of Police, said this was a team effort to get this changed. One of the issues that his department faced was they could not really enforce it because there was really nothing that stated specifically that urinating in public, defecating in public, was unreasonable. The noise was likely to provoke a fight in some wording that when the police department just charged them with disorderly conduct, it really did not meet the statute. Amending this particular ordinance, it will give the police department the ability to now cite for a city ordinance, a class one misdemeanor, that Mr. De La Vara can go ahead and prosecute on and it is very clear as to what it is and gives power to charge them in court without the citation being dismissed under Title 13 in court.

Vice Mayor Maria Cecilia Cruz asked if portable toilets can be placed.

Chief Jessup responded there are local restaurants and other stores that do have public restrooms for the people that do shop there. Something the police department noticed was that this really became more of a problem for those that are downtown doing their normal business. For those that may be inebriated or drunk and just staying downtown hanging out, he is uncertain if they would probably go into the store and utilize the restrooms.

Council Member Matias mentioned he has noticed that the problem is not the people that are shopping downtown, but the people hanging out on Main Street. Many of those people are agriculture workers and the field buses get there until a certain time. He is not sure what the city can do since there are a lot of bus parking lots to make sure that if they will be used as staging areas, then the agriculture companies are to provide portable toilets in their lots.

Chief Jessup thinks that is a great point because the buses do come in and out and most of them are towing the porter potties with them so at least their workers can actually get to them.

A. Action on Reading of Ordinance No. 399 by title only

MOTION: Vice Mayor Maria Cecilia Cruz/Council Member Jose Ponce to approve Reading of Ordinance No. 399 by title only. Motion passed unanimously.

The vote was as follows:

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

(City Clerk to read the ordinance by title only)

Mrs. Sonia Cornelio, City Clerk, read the ordinance by title only.

B. Action and adoption of Ordinance No. 399

MOTION: Council Member Matias Rosales/Council Member Jose Ponce to approve and adopt Ordinance No. 399. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	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

Mayor Gerardo Sanchez reported the efforts continue, the City of San Luis is still in stage 4, the city's facilities are not opened yet. City staff has created a protocol to eventually start opening City Hall. This will be reviewed by the city attorney, risk management, and himself to make sure that the city is ready for a gradual opening

there the city will make sure that customers and employees feel safe. It is the city's duty to create a healthy and safe environment for employees and customers. The city needs to further assess as the numbers continue to grow compared to other parts of the county. He thanked the community for wearing masks and for respecting social distancing. He went to the post office and saw approximately 85% of the people were wearing a mask, so that is a big plus for the City of San Luis.

Council Member Matias Rosales asked if there have been any updates for the community in regards to Chase Bank.

Mayor Gerardo Sanchez stated Chase Bank did not give any notification of when they closed or did the modifications, the city has not heard from Chase Bank. He believes DES is partially open; the city made contact with Wal-Mart and discussed the issue about having them require as a business the right to wear a mask. Wal-Mart said they could not because the governor has not required it, but that they are going to start a campaign to promote wearing masks in their stores. in force it but they are going to start a campaign to promote wearing masks in their stores.

Ms. Kay Macuil reported there is a duty to create a safe work place for businesses and this is a pandemic that is potentially deadly so Walmart can require it and can mandated it. OSHA can possibly even cite them, although the city cannot make an ordinance because of the way the governor phrased his executive order, businesses can definitely mandate it because there is already law that mandates that they create a safe work place.

Mayor Gerardo Sanchez added he has asked Ms. Macuil to see the Arizona Attorney General for an opinion regarding the city being able to pass an ordinance to require everyone to wear a mask and the Attorney General refused to give an opinion and suggested that the city should talk to the county attorney general. If they are not able to give the city an opinion, imagine the county. It is up to the state to enforce it.

Mr. Glenn Gimbut, Assistant City Attorney, reported the city's power is limited by state statute and are not allowed to conflict with the orders of the governor.

Mayor Gerardo Sanchez said CDC recommends wearing a face mask, CDC always talks about following CDC guidelines, what happened to that. That is his biggest argument...something as simple as creating a barrier to prevent infection will help everyone or else this COVID -19 will not go away. The State of California has different laws and the City of San Luis follows Arizona laws.

Vice Mayor Maria Ceilia Ramos reported she went to Food City and they are promoting the importance of filling out the census.

Council Member Africa Luna-Carrasco reported the Yuma County Library Board of Trustees has began their meetings virtually. The library is closed but continue to serve the public virtually as well.

8. EXECUTIVE SESSION

Vote to hold an Executive Session pursuant to A.R.S. §§38-431.03(A)(3) and 38-

431.03(A)(4)

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§38-431.03(A)(3) and 38-431.03(A)(4) on any and all matters relating to the City's litigation for eminent domain to construct County 23½ Street and related negotiations for discussion or consultation for legal advice with the City's Attorneys and in order to consider the City's position and instruct its Attorneys regarding the City's position. (Kay Marion Macuil, City Attorney)

MOTION: Vice Mayor Maria Cecilia Cruz/Council Member Matias Rosales to go into executive session at approximately 8:38 p.m. Motion passed unanimously.

The vote was as follows:

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

9. MOTION TO GO BACK INTO REGULAR SESSION

MOTION: Vice Mayor Maria Cecilia Cruz/Council Member Africa Luna-Carrasco to go back to regular session at approximately 9:06 p.m. Motion passed unanimously.

The vote was as follows:

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

10. DISCUSSION AND POSSIBLE ACTION ITEM:

10.A. Discussion and possible action on any and all matters regarding Order No. 2020-11B. An order of the Mayor and City Council of the City of San Luis, Arizona, amending Council orders numbered 2020-11 and 2020-11A authorizing and directing the acquisition of all property necessary for the completion of the construction of a portion of County 23½ Street within the City of San Luis by dedication, donation, purchase, exchange, or under the power of eminent domain as a matter of public necessity. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, explained this item was discussed in the executive session, this amends the earlier orders authorizing the city's ability to prosecute this case and authority in court to accept a 30-foot wide road rather than a 40-foot wide

road, which is consistent with the traffic study that was done for the subdivision Santa Cecilia 4. This is necessary because there was a discrepancy between the appraisal the city used to offer payment upfront and the city's complaint in court.

MOTION: Council Member Matias Rosales/Vice Mayor Maria Cecilia Cruz to approve Order No. 2020-11B as presented. Motion passed unanimously.

The vote was as follows:

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

11. ADJOURNMENT

MOTION: Vice Mayor Maria Cecilia Cruz/Council Member Jose Ponce to adjourn the Regular Council meeting at approximately 9:09 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	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 of the City Council of the City of San Luis, Arizona, held on June 10, 2020. 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: 08/12/2020

Summary

DISBURSEMENTS FROM JULY 11, 2020 THROUGH JULY 31, 2020

Total Disbursements \$1,283,667.63

(One Million, Two Hundred Eighty-Three Thousand, Six Hundred Sixty-Seven Dollars and Sixty-Three Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING AUGUST 12, 2020 Disbursement Reports from 7/11/2020 to 7/31/2020

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	7/16/2020	\$ 290,102.36	Schedule A
Payroll Check Account	7/21/2020	\$ 329,131.62	Schedule B
Accounts Payable Check Account	7/23/2020	\$ 495,023.10	Schedule C
Accounts Payable Check Account	7/30/2020	\$ 169,410.55	Schedule D

Total Disbursements: \$ 1,283,667.63

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

Prepared by Angelica V. Castro: Angelica V. Castro

Verified by Director of Finance: C Cortés

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED
2020 AUG -4 P 6:02
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Payment Register

From Payment Date: 7/13/2020 - To Payment Date: 7/16/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
94846	07/16/2020	Open			Accounts Payable	YUMA TRUCK PARTS	\$188.09		
Type Check Totals:							\$290,102.36		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	175	\$290,102.36	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	175	\$290,102.36	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	175	\$290,102.36	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	175	\$290,102.36	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	175	\$290,102.36	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	175	\$290,102.36	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	175	\$290,102.36	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	175	\$290,102.36	\$0.00

Prepared By:
Maggie Dominguez
 Date: *7/16/2020*
C

Payment Register

From Payment Date: 7/13/2020 - To Payment Date: 7/16/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
94672	07/13/2020	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL - WC	\$94,720.00		
94673	07/16/2020	Open			Accounts Payable	M & Y ELECTRICAL LLC	\$3,269.39		
94674	07/16/2020	Open			Accounts Payable	RRR OMEGA ELECTRIC LLC	\$1,938.48		
94675	07/16/2020	Open			Accounts Payable	ALCANTAR, FERNANDO	\$61.05		
94676	07/16/2020	Open			Accounts Payable	AVILA, LILIANA	\$108.00		
94677	07/16/2020	Open			Accounts Payable	CABRERA, LILIANA	\$50.00		
94678	07/16/2020	Open			Accounts Payable	CASTILLON, JOAQUIN, A	\$18.00		
94679	07/16/2020	Open			Accounts Payable	DE DIOS ANGULO, KRISTIAN	\$18.60		
94680	07/16/2020	Open			Accounts Payable	ESTRELLA, REGINA	\$86.00		
94681	07/16/2020	Open			Accounts Payable	GIL, ROCIO	\$146.00		
94682	07/16/2020	Open			Accounts Payable	HERNANDEZ, ALEX , A	\$141.06		
94683	07/16/2020	Open			Accounts Payable	HERNANDEZ ALCALA, JOSE, F	\$20.00		
94684	07/16/2020	Open			Accounts Payable	JD GONZALEZ TRUCKING LLC	\$95.00		
94685	07/16/2020	Open			Accounts Payable	KEYWEST EXPRESS	\$95.00		
94686	07/16/2020	Open			Accounts Payable	LOPEZ, BRIANNA, I	\$20.00		
94687	07/16/2020	Open			Accounts Payable	MUNOZ, CARLOS	\$18.90		
94688	07/16/2020	Open			Accounts Payable	NAVARRO, CAROLINE	\$203.80		
94689	07/16/2020	Open			Accounts Payable	NEGRETE, HECTOR, G	\$231.26		
94690	07/16/2020	Open			Accounts Payable	OBEZO, PAUL	\$42.86		
94691	07/16/2020	Open			Accounts Payable	ONTIVEROS, JESUS	\$500.00		
94692	07/16/2020	Open			Accounts Payable	RIVERA, MARIA , ELENA	\$75.00		
94693	07/16/2020	Open			Accounts Payable	ROVIRA, MARCO, ANTONIO	\$75.00		
94694	07/16/2020	Open			Accounts Payable	SEPPSON, BRETT, MICHAEL	\$20.00		
94695	07/16/2020	Open			Accounts Payable	THOMAS, KEITH, EMMANUEL	\$15.50		
94696	07/16/2020	Open			Accounts Payable	VALLES, PAOLA	\$49.58		
94697	07/16/2020	Open			Accounts Payable	VARGAS, HECTOR, A	\$227.28		
94698	07/16/2020	Open			Accounts Payable	VERDUZCO, NANCY	\$16.90		
94699	07/16/2020	Open			Accounts Payable	WAL-MART RESTITUTION RECOVERY	\$28.88		
94700	07/16/2020	Open			Accounts Payable	ABENDANO, ZUGEIRY, S	\$0.89		
94701	07/16/2020	Open			Accounts Payable	ACOSTA FLORES, SAUDY	\$0.89		
94702	07/16/2020	Open			Accounts Payable	ALSCO, INC	\$3,144.59		
94703	07/16/2020	Open			Accounts Payable	ANDAX INDUSTRIES LLC	\$2,669.15		
94704	07/16/2020	Open			Accounts Payable	ANDRADE, DANIELA	\$5.34		
94705	07/16/2020	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$108.40		
94706	07/16/2020	Open			Accounts Payable	ARIZONA DEPARTMENT OF REVENUE	\$89,550.63		
94707	07/16/2020	Open			Accounts Payable	ARMENTA, MAXIMILIANO	\$0.89		
94708	07/16/2020	Open			Accounts Payable	ARREOLA, MAYRA	\$20.02		
94709	07/16/2020	Open			Accounts Payable	ARROYO, JESSICA	\$0.89		
94710	07/16/2020	Open			Accounts Payable	ATONDO, CARLOS	\$0.44		
94711	07/16/2020	Open			Accounts Payable	AVINA AVALOS, MATTHEW	\$0.89		
94712	07/16/2020	Open			Accounts Payable	AYALA, CECILIA	\$0.44		
94713	07/16/2020	Open			Accounts Payable	BEALL, JESSICA	\$1.78		
94714	07/16/2020	Open			Accounts Payable	BELTRAN OCHOA, MARCO	\$2.23		
94715	07/16/2020	Open			Accounts Payable	BOARDMAN, MAGDALENA	\$6.68		
94716	07/16/2020	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$5,947.83		

Payment Register

From Payment Date: 7/13/2020 - To Payment Date: 7/16/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
94717	07/16/2020	Open			Accounts Payable	BSN SPORTS	\$4,839.33		
94718	07/16/2020	Open			Accounts Payable	BTE BODY COMPANY INC	\$5,155.21		
94719	07/16/2020	Open			Accounts Payable	BULAS, GUSTAVO	\$1.78		
94720	07/16/2020	Open			Accounts Payable	BURRUEL, ANA	\$1.33		
94721	07/16/2020	Open			Accounts Payable	CARDENAS, EDITH	\$0.44		
94722	07/16/2020	Open			Accounts Payable	CARVAJAL, MARTHA, E	\$2.23		
94723	07/16/2020	Open			Accounts Payable	CASTILLO, MARCO, A	\$0.89		
94724	07/16/2020	Open			Accounts Payable	CAZARES, JESUS	\$1.33		
94725	07/16/2020	Open			Accounts Payable	CDWG	\$299.06		
94726	07/16/2020	Open			Accounts Payable	CHAVEZ, LIZETH	\$2.22		
94727	07/16/2020	Open			Accounts Payable	CLARK, WALDEMAR	\$0.44		
94728	07/16/2020	Open			Accounts Payable	CONTRERAS, ANGEL	\$0.44		
94729	07/16/2020	Open			Accounts Payable	CORTEZ, CESAR	\$1.33		
94730	07/16/2020	Open			Accounts Payable	CORTEZ, EPIFANIO	\$0.89		
94731	07/16/2020	Open			Accounts Payable	CUEVAS, GILBERTO	\$0.44		
94732	07/16/2020	Open			Accounts Payable	D & H ELECTRIC INC.	\$10,693.38		
94733	07/16/2020	Open			Accounts Payable	DANA-KEPNER COMPANY INC.	\$4,902.84		
94734	07/16/2020	Open			Accounts Payable	DAVE BANG ASSOC. INC.	\$2,468.55		
94735	07/16/2020	Open			Accounts Payable	DE LA TORRE, ERICK	\$0.89		
94736	07/16/2020	Open			Accounts Payable	DESERT WATER	\$240.15		
94737	07/16/2020	Open			Accounts Payable	DOMINGUEZ, JESUS	\$4.00		
94738	07/16/2020	Open			Accounts Payable	DOMINGUEZ, MELISSA	\$1.33		
94739	07/16/2020	Open			Accounts Payable	ECOVERDE, LLC	\$161.77		
94740	07/16/2020	Open			Accounts Payable	ELIFEGUARD, INC.	\$1,315.28		
94741	07/16/2020	Open			Accounts Payable	EPIC SPORTS	\$499.47		
94742	07/16/2020	Open			Accounts Payable	ESPARZA BELTRAN, MANUEL	\$1.78		
94743	07/16/2020	Open			Accounts Payable	FELIX, ANGELICA	\$0.89		
94744	07/16/2020	Open			Accounts Payable	FRANCO, NORMA, A	\$0.89		
94745	07/16/2020	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$785.00		
94746	07/16/2020	Open			Accounts Payable	GARCIA, MARIA	\$4.45		
94747	07/16/2020	Open			Accounts Payable	GARDUNO, HEIDI	\$0.44		
94748	07/16/2020	Open			Accounts Payable	GASTELUM, JESUS	\$2.22		
94749	07/16/2020	Open			Accounts Payable	GODINEZ, VICTOR	\$1.78		
94750	07/16/2020	Open			Accounts Payable	GONZALEZ, ANAIS, M	\$1.34		
94751	07/16/2020	Open			Accounts Payable	GONZALEZ, DANIEL	\$0.44		
94752	07/16/2020	Open			Accounts Payable	GONZALEZ, SAUL	\$11.12		
94753	07/16/2020	Open			Accounts Payable	GUERRERO, ANDRES	\$1.34		
94754	07/16/2020	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$748.00		
94755	07/16/2020	Open			Accounts Payable	HEREDIA VALLE, JOSE	\$1.78		
94756	07/16/2020	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$5,245.38		
94757	07/16/2020	Open			Accounts Payable	JUAREZ, ANTONIO	\$0.89		
94758	07/16/2020	Open			Accounts Payable	LOMBERA, JORGE	\$0.89		
94759	07/16/2020	Open			Accounts Payable	LOMELI, JUAN	\$0.44		
94760	07/16/2020	Open			Accounts Payable	LOPEZ, MARCO	\$0.89		
94761	07/16/2020	Open			Accounts Payable	LOWE'S HIW, INC.	\$2,213.90		
94762	07/16/2020	Open			Accounts Payable	LUZANIA GUEVARA, JONATHAN	\$0.89		
94763	07/16/2020	Open			Accounts Payable	MALDONADO, VANESSA	\$24.48		
94764	07/16/2020	Open			Accounts Payable	MARTINEZ, FABIOLA	\$0.89		
94765	07/16/2020	Open			Accounts Payable	MARTINEZ, MISAEL, N	\$0.45		

Payment Register

From Payment Date: 7/13/2020 - To Payment Date: 7/16/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
94766	07/16/2020	Open			Accounts Payable	MASTER AUTO GLASS LLC	\$821.59		
94767	07/16/2020	Open			Accounts Payable	MAYA'S CONSTRUCTION LLC.	\$670.20		
94768	07/16/2020	Open			Accounts Payable	MEDINA, JOAQUIN	\$1.78		
94769	07/16/2020	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	\$4,208.76		
94770	07/16/2020	Open			Accounts Payable	MOLINA, MANUEL	\$0.45		
94771	07/16/2020	Open			Accounts Payable	MONREAL, IMELDA	\$0.45		
94772	07/16/2020	Open			Accounts Payable	MORA RAMIREZ, KAREN	\$2.67		
94773	07/16/2020	Open			Accounts Payable	MORALES, RENE, M	\$0.45		
94774	07/16/2020	Open			Accounts Payable	MORENO, GENOVEVA, S	\$0.89		
94775	07/16/2020	Open			Accounts Payable	MUNOZ AYALA, LARISSA	\$2.67		
94776	07/16/2020	Open			Accounts Payable	MURRIETA, REYNALDO	\$1.78		
94777	07/16/2020	Open			Accounts Payable	NEGRETE, VIRIDIANA	\$1.33		
94778	07/16/2020	Open			Accounts Payable	NOLASCO, JOSE, A	\$1.78		
94779	07/16/2020	Open			Accounts Payable	NORRIS, DAVID	\$4.45		
94780	07/16/2020	Open			Accounts Payable	NUNEZ, JOSE, R	\$11.13		
94781	07/16/2020	Open			Accounts Payable	NUNEZ, JUAN , A	\$1.78		
94782	07/16/2020	Open			Accounts Payable	NUNEZ, RODRIGO	\$0.89		
94783	07/16/2020	Open			Accounts Payable	O'REILLY AUTO PARTS	\$121.71		
94784	07/16/2020	Open			Accounts Payable	OCHOA, NOEMI	\$1.34		
94785	07/16/2020	Open			Accounts Payable	OCHOA, ROBERTO	\$1.34		
94786	07/16/2020	Open			Accounts Payable	OCHOA GALINDO, JERRY	\$1.34		
94787	07/16/2020	Open			Accounts Payable	ONTIVEROS, CARLOS, A	\$2.23		
94788	07/16/2020	Open			Accounts Payable	ORTEGA, DIANA	\$0.89		
94789	07/16/2020	Open			Accounts Payable	ORTIZ, HECTOR	\$0.89		
94790	07/16/2020	Open			Accounts Payable	ORTIZ BARRUEL, ROBERTO	\$1.34		
94791	07/16/2020	Open			Accounts Payable	PALENCIA, JOSE , A	\$0.89		
94792	07/16/2020	Open			Accounts Payable	PARRA, VANESSA	\$0.89		
94793	07/16/2020	Open			Accounts Payable	PELAYO, DANIEL, M	\$0.89		
94794	07/16/2020	Open			Accounts Payable	PENA RAYMUNDO, JORGE	\$0.89		
94795	07/16/2020	Open			Accounts Payable	PENN NEON SIGN CO., INC.	\$1,800.00		
94796	07/16/2020	Open			Accounts Payable	PENUELAS, JESUS	\$0.89		
94797	07/16/2020	Open			Accounts Payable	PERALTA, ABRAHAM	\$2.23		
94798	07/16/2020	Open			Accounts Payable	PERALTA, RAFAEL	\$0.89		
94799	07/16/2020	Open			Accounts Payable	PEREA JUAREZ, MARCELA	\$2.23		
94800	07/16/2020	Open			Accounts Payable	PEREZ, JANETH	\$0.89		
94801	07/16/2020	Open			Accounts Payable	PEREZ, JOCELYN	\$2.22		
94802	07/16/2020	Open			Accounts Payable	PRECISION FIRE PROTECTION SRVS, INC	\$156.24		
94803	07/16/2020	Open			Accounts Payable	QUIÑONES TIRES LLC	\$34.00		
94804	07/16/2020	Open			Accounts Payable	QUINTERO, PEDRO	\$2.67		
94805	07/16/2020	Open			Accounts Payable	RAMIREZ, CLEOTILO	\$26.70		
94806	07/16/2020	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$4,166.66		
94807	07/16/2020	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$33.61		
94808	07/16/2020	Open			Accounts Payable	REV PARTS LLC	\$797.36		
94809	07/16/2020	Open			Accounts Payable	REYNA, EDUARDO	\$0.89		
94810	07/16/2020	Open			Accounts Payable	RIVERA, JUAN	\$1.33		
94811	07/16/2020	Open			Accounts Payable	RODRIGUEZ, ADRIAN	\$0.89		
94812	07/16/2020	Open			Accounts Payable	RODRIGUEZ, DANIEL	\$900.00		
94813	07/16/2020	Open			Accounts Payable	ROMO, OSCAR	\$1.78		

Payment Register

From Payment Date: 7/13/2020 - To Payment Date: 7/16/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
94814	07/16/2020	Open			Accounts Payable	RUIZ, DENAI	\$0.89		
94815	07/16/2020	Open			Accounts Payable	RUSH TRUCK CENTER	\$431.76		
94816	07/16/2020	Open			Accounts Payable	SALAZAR, ARTURO	\$0.89		
94817	07/16/2020	Open			Accounts Payable	SALGADO, ORLANDO	\$0.89		
94818	07/16/2020	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$5,928.00		
94819	07/16/2020	Open			Accounts Payable	SANCHEZ, RAUL	\$0.44		
94820	07/16/2020	Open			Accounts Payable	SANTANA, ELIAS	\$0.89		
94821	07/16/2020	Open			Accounts Payable	SEPULVEDA, LETICIA	\$0.89		
94822	07/16/2020	Open			Accounts Payable	SIERRAS, RAMON	\$0.89		
94823	07/16/2020	Open			Accounts Payable	SILVA, ANA	\$0.89		
94824	07/16/2020	Open			Accounts Payable	SILVA HUIZAR, EDGAR	\$1.33		
94825	07/16/2020	Open			Accounts Payable	SIMS MACKIN, LTD.	\$3,421.70		
94826	07/16/2020	Open			Accounts Payable	SMITH, RALPH E. SR.	\$1,220.00		
94827	07/16/2020	Open			Accounts Payable	SOTELO, LETICIA	\$1.33		
94828	07/16/2020	Open			Accounts Payable	THE HOME DEPOT	\$331.87		
94829	07/16/2020	Open			Accounts Payable	THE ROACH PEST CONTROL	\$475.00		
94830	07/16/2020	Open			Accounts Payable	THOMPSON DESIGN ARCHITECTS P.C.	\$3,200.00		
94831	07/16/2020	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$282.23		
94832	07/16/2020	Open			Accounts Payable	TIZCARENO, JUAN	\$0.89		
94833	07/16/2020	Open			Accounts Payable	TORRES, NORMA	\$0.71		
94834	07/16/2020	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.	\$1,133.46		
94835	07/16/2020	Open			Accounts Payable	VALENCIA, GUILLERMO	\$0.22		
94836	07/16/2020	Open			Accounts Payable	VALENZUELA, YESSICA	\$2.22		
94837	07/16/2020	Open			Accounts Payable	VAPEX ENVIRONMENTAL TECHNOLOGIES, LLC	\$180.82		
94838	07/16/2020	Open			Accounts Payable	VIRAMONTES, SANTIAGO	\$168.03		
94839	07/16/2020	Open			Accounts Payable	WAL-MART INC./O BANK OF AMERICA LOCK BOX	\$7,656.59		
94840	07/16/2020	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$68.76		
94841	07/16/2020	Open			Accounts Payable	YUMA COUNTY HUMANE SOCIETY	\$4,166.67		
94842	07/16/2020	Open			Accounts Payable	YUMA COUNTY RECORDER	\$294.00		
94843	07/16/2020	Open			Accounts Payable	YUMA OFFICE EQUIPMENT	\$1,850.37		
94844	07/16/2020	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$1,053.36		
94845	07/16/2020	Open			Accounts Payable	YUMA SUN INC	\$840.00		



Schedule B

Pay Day Register

Pay Date Range 07/04/20 - 07/17/20

Pay Batch 202015

PSPRS POLICE DB RATE - TIER	2,972.08	38,850.97
PSPRS POLICE DB RATE - TIER	2,531.35	21,728.34
PSPRS POLICE DB RATE - TIER 2	1,157.30	9,933.99
PSPRS POLICE DB RATE - TIER 3	2,303.38	23,172.73
STANDARD LIFE ADDTNL	1,000.43	.00
TRANSWESTERN MEXICAN	96.76	.00
U.S. MEX DENTAL - EE &	595.37	.00
U.S. MEX DENTAL - EE &	102.65	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	691.74	.00
US & MEX HEALTH = C	5,124.24	.00
US & MEX HEALTH = FAMILY	6,749.94	.00
US & MEX HEALTH = SP	996.38	.00
VSP - VISION FAMILY	694.43	.00
Net	<u>\$329,131.62</u> ✓	

	Workers' Comp	Gross Base
ANIMAL CONTROL OFFICERS	68.83	3,059.00
ATTORNEY- ALL & CLERICAL-	70.85	32,208.38
AUTO SERVICE/ REPAIR	257.56	9,231.11
BUILDING- NOC OPER BY	1,021.10	28,207.22
BUS COMPANY AND DRIVERS	152.66	2,765.61
CLERICAL OFFICE/ LIBRARY/	260.95	108,726.85
Electrician	60.68	1,932.40
FIREFIGHTERS & DRIVERS	4,124.34	94,162.22
GARBAGE/ ASH/ REFUSE	280.96	4,495.34
MUNICIPAL/ TOWN/	90.61	5,177.20
PARKS- NOC ALL EMPLOYEES	533.95	17,223.96
POLICE OFFICERS	4,224.06	96,438.77
RECREATION- ALL EMPLOYEES/	251.14	18,331.47
SEWAGE DISPOSAL/ PLANT	652.17	18,958.46
Street or Road Construction	1,909.26	23,776.39
WATERWORKS OPERATIONS	623.58	17,970.07
Total	<u>\$14,582.70</u>	

Direct Deposits	Amount
1st Bank Yuma	26,654.16
ACADEMY BANK	2,185.90
Bank of America	2,055.15
BBVA COMPASS	915.06
Charles Sch	200.00
Chase Bank	157,894.67
CHASE BANK CA	945.31
chase centro	1,034.92
Federal Credit Union	37,668.38
FF CREDIT UNION	1,729.67
FIREFIGHTER FIRST CREDIT UNION	4,459.56
GREEN DOT BANK	398.68
National Bank	1,910.37
Navy Federal	14,329.93
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	650.45
Sunbank	1,386.87
USAA FEDERAL SAVING	1,258.02
WASHINGTON FEDERAL	924.60
Wells Fargo	65,923.00
WELLS FARGO BANK PP	864.28

Prepared by:
 Debora Luna
 Date: 7/21/20

C Cortés
 Approved by

Schedule C

City of San Luis

Payment Register

From Payment Date: 7/20/2020 - To Payment Date: 7/23/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
94928	07/23/2020	Open			Accounts Payable	YUMA TRUCK PARTS	\$415.22		
Type Check Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals							\$495,023.10		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	82	\$495,023.10	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	82	\$495,023.10	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	82	\$495,023.10	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	82	\$495,023.10	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	82	\$495,023.10	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	82	\$495,023.10	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	82	\$495,023.10	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	82	\$495,023.10	\$0.00

Prepared By:
Maggie Dominguez
Date: Maggie
7/23/20
C

Payment Register

From Payment Date: 7/20/2020 - To Payment Date: 7/23/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
94847	07/20/2020	Open			Accounts Payable	JAIZU ENTERTAINMENT PROMOTIONS LLC	\$5,917.19		
94848	07/21/2020	Open			Accounts Payable	CENTURYLINK	\$6,647.43		
94849	07/23/2020	Open			Accounts Payable	BALSINO, PETER, M	\$6.85		
94850	07/23/2020	Open			Accounts Payable	CHARGO PA, GURSTEL	\$26.95		
94851	07/23/2020	Open			Accounts Payable	FOP/ALC	\$390.00		
94852	07/23/2020	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$375.00		
94853	07/23/2020	Open			Accounts Payable	STANDARD INSURANCE COMPANY	\$8,550.65		
94854	07/23/2020	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,604.73		
94855	07/23/2020	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
94856	07/23/2020	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$92.50		
94857	07/23/2020	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,000.00		
94858	07/23/2020	Open			Accounts Payable	ALVAREZ, MIGUEL	\$108.00		
94859	07/23/2020	Open			Accounts Payable	CEMEX	\$241,906.91		
94860	07/23/2020	Open			Accounts Payable	VERA, EULOGIO	\$39.87		
94861	07/23/2020	Open			Accounts Payable	VIRAMONTES, SANTIAGO	\$150.00		
94862	07/23/2020	Open			Accounts Payable	GOMEZ, ALVARO	\$150.00		
94863	07/23/2020	Open			Accounts Payable	PAWS AND TAILS FEED AND GRAIN LLC	\$1,180.14		
94864	07/23/2020	Open			Accounts Payable	RAMIREZ, EDUARDO	\$38.64		
94865	07/23/2020	Open			Accounts Payable	SUPERIOR METAL BUILDINGS, LLC	\$2,869.50		
94866	07/23/2020	Open			Accounts Payable	SUPERIOR METAL BUILDINGS, LLC	\$1,600.00		
94867	07/23/2020	Open			Accounts Payable	AFLAC	\$4,067.90		
94868	07/23/2020	Open			Accounts Payable	ALSCO, INC	\$11.93		
94869	07/23/2020	Open			Accounts Payable	AMBERLY'S PLACE	\$3,484.00		
94870	07/23/2020	Open			Accounts Payable	ANTIGRAVITY BATTERIES LLC	\$441.42		
94871	07/23/2020	Open			Accounts Payable	AUTOZONE STORES, INC	\$399.65		
94872	07/23/2020	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$938.57		
94873	07/23/2020	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$349.74		
94874	07/23/2020	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$850.27		
94875	07/23/2020	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$3,110.75		
94876	07/23/2020	Open			Accounts Payable	D & H ELECTRIC INC.	\$545.00		
94877	07/23/2020	Open			Accounts Payable	DESERT WATER	\$8.30		
94878	07/23/2020	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$40,800.00		
94879	07/23/2020	Open			Accounts Payable	EAP PREFERRED	\$900.00		
94880	07/23/2020	Open			Accounts Payable	ELITE K-9, INC.	\$844.50		
94881	07/23/2020	Open			Accounts Payable	EMPIRE MACHINERY	\$173.01		
94882	07/23/2020	Open			Accounts Payable	FACTOR SALES, INC.	\$1,406.73		
94883	07/23/2020	Open			Accounts Payable	FEDERAL EASTERN INTERNATIONAL LLC	\$3,840.00		
94884	07/23/2020	Open			Accounts Payable	FISHER CHEVROLET - PARTS	\$283.32		
94885	07/23/2020	Open			Accounts Payable	FISHER CHRYSLER	\$233.59		
94886	07/23/2020	Open			Accounts Payable	FLEET SERVICES INC	\$679.31		

Payment Register

From Payment Date: 7/20/2020 - To Payment Date: 7/23/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
94887	07/23/2020	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	\$90.00		
94888	07/23/2020	Open			Accounts Payable	GAMETIME C/O TRIPLE M RECREATION	\$26,079.80		
94889	07/23/2020	Open			Accounts Payable	GLOBAL EQUIPMENT COMPANY INC.	\$90.85		
94890	07/23/2020	Open			Accounts Payable	GOMEZ-DOMINGUEZ, FRANCISCO	\$1,291.65		
94891	07/23/2020	Open			Accounts Payable	GREEN RUBBER- KENNEDY AG	\$218.69		
94892	07/23/2020	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	\$21,191.25		
94893	07/23/2020	Open			Accounts Payable	KTL&C, LLC.	\$181.17		
94894	07/23/2020	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$257.01		
94895	07/23/2020	Open			Accounts Payable	LEGROS, BRIAN, SEAN	\$63.00		
94896	07/23/2020	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	\$1,062.74		
94897	07/23/2020	Open			Accounts Payable	LOOMIS	\$920.66		
94898	07/23/2020	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$305.99		
94899	07/23/2020	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$40.00		
94900	07/23/2020	Open			Accounts Payable	MASTER AUTO GLASS LLC	\$840.39		
94901	07/23/2020	Open			Accounts Payable	MAYA'S CONSTRUCTION LLC.	\$5,736.90		
94902	07/23/2020	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	\$169.12		
94903	07/23/2020	Open			Accounts Payable	NICKLAUS ENGINEERING	\$5,276.75		
94904	07/23/2020	Open			Accounts Payable	OFFICE DEPOT	\$9,951.01		
94905	07/23/2020	Open			Accounts Payable	PAUL CONWAY SHIELDS	\$718.83		
94906	07/23/2020	Open			Accounts Payable	PENN NEON SIGN CO., INC.	\$225.00		
94907	07/23/2020	Open			Accounts Payable	PINNACLE MEDICAL GROUP, AZ- P.C	\$19,752.00		
94908	07/23/2020	Open			Accounts Payable	PPEP INC.	\$7,500.00		
94909	07/23/2020	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$112.60		
94910	07/23/2020	Open			Accounts Payable	RAY ALLEN MANUFACTURING, LLC.	\$201.96		
94911	07/23/2020	Open			Accounts Payable	RON TURLEY ASSOCIATES INC.	\$633.97		
94912	07/23/2020	Open			Accounts Payable	SAFETY-KLEEN CORPORATION	\$662.26		
94913	07/23/2020	Open			Accounts Payable	SAN LUIS WALK IN CLINIC, INC	\$6,935.00		
94914	07/23/2020	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$18,147.61		
94915	07/23/2020	Open			Accounts Payable	SOUTHWEST BOOT CO INC	\$555.76		
94916	07/23/2020	Open			Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC	\$385.05		
94917	07/23/2020	Open			Accounts Payable	SPECIALTY SEWING SENTER, INC.	\$234.15		
94918	07/23/2020	Open			Accounts Payable	SPECTRUM BUSINESS	\$4,008.13		
94919	07/23/2020	Open			Accounts Payable	STANDARD INSURANCE CO.	\$1,809.05		
94920	07/23/2020	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	\$1,375.40		
94921	07/23/2020	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$193.50		
94922	07/23/2020	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$732.60		
94923	07/23/2020	Open			Accounts Payable	US POST MASTER	\$2,778.68		
94924	07/23/2020	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	\$7,479.19		
94925	07/23/2020	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$4,409.06		
94926	07/23/2020	Open			Accounts Payable	WACOG	\$3,750.00		
94927	07/23/2020	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$204.75		

Payment Register

From Payment Date: 7/27/2020 - To Payment Date: 7/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
94948	07/30/2020	Open			Utility Management Refund	VELAZQUEZ, FIDEL	\$220.91		
20 Transactions							\$169,410.55	\$1,000.00	\$0.00

Type Check Totals:
1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	\$168,410.55	\$0.00
	Reconciled	1	\$1,000.00	\$1,000.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	20	\$169,410.55	\$1,000.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	\$168,410.55	\$0.00
	Reconciled	1	\$1,000.00	\$1,000.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	20	\$169,410.55	\$1,000.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	\$168,410.55	\$0.00
	Reconciled	1	\$1,000.00	\$1,000.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	20	\$169,410.55	\$1,000.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	\$168,410.55	\$0.00
	Reconciled	1	\$1,000.00	\$1,000.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	20	\$169,410.55	\$1,000.00

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Approved
07.31.2020

Payment Register

From Payment Date: 7/27/2020 - To Payment Date: 7/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
94929	07/29/2020	Open			Accounts Payable	POWERDMS, INC	\$4,758.58		
94930	07/30/2020	Reconciled		07/31/2020	Accounts Payable	ALLUVIAL MEDIA LLC	\$1,000.00	\$1,000.00	\$0.00
94931	07/30/2020	Open			Accounts Payable	ARIZONA MUNICIPAL RISK	\$129,479.00		
94932	07/30/2020	Open			Accounts Payable	ARIZONA STATE TREASURER	\$29,505.67		
94933	07/30/2020	Open			Accounts Payable	MECHO'S MOBIL WELDING	\$150.00		
94934	07/30/2020	Open			Accounts Payable	MONEY HANDLING MACHINES INC	\$1,190.00		
94935	07/30/2020	Open			Accounts Payable	VALENZUELA SALGADO, RAUL	\$12.98		
94936	07/30/2020	Open			Accounts Payable	VALENZUELA, LEANDRO	\$150.00		
94937	07/30/2020	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$318.00		
94938	07/30/2020	Open			Accounts Payable	YUMA COUNTY ADULT DETENTION CENTER	\$50.42		
94939	07/30/2020	Open			Accounts Payable	YUMA COUNTY TREASURER	\$125.83		
94940	07/30/2020	Open			Utility Management Refund	LUNA, MARTINA	\$7.12		
94941	07/30/2020	Open			Utility Management Refund	MARTINEZ, ROSALVA	\$21.82		
94942	07/30/2020	Open			Utility Management Refund	MEZA RODRIGUEZ, MARTHA	\$85.50		
94943	07/30/2020	Open			Utility Management Refund	NPL CONSTRUCTION CO	\$1,787.41		
94944	07/30/2020	Open			Utility Management Refund	PATINO, MARTHA, C	\$225.03		
94945	07/30/2020	Open			Utility Management Refund	REYES, MIGUEL A & ANA ORTIZ- GALLEGOS	\$99.60		
94946	07/30/2020	Open			Utility Management Refund	REYES, NORMA & ISABEL FELIX	\$170.03		
94947	07/30/2020	Open			Utility Management Refund	ROBLES, CARLOS M & ANITA	\$52.65		



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. C.

Meeting Date: 08/12/2020

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Public Information Officer, 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 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: Yuma Community Food Bank provides, free of charge, food to low-income persons 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 persons in the City of San Luis for Fiscal Year 2020-2021. The contract is the same as last year except that Section 4.3 mentions that the Snack Pack Program was not funded because the in-person Youth Activities at the city's Youth Center were suspended as a consequence of COVID-19.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND RATIFY THE CONTRACT WITH THE YUMA COMMUNITY FOOD BANK IN THE AMOUNT OF \$25,000.00 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$25,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ \$395,146.42

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

These funds are budgeted in FY 2020-21.

Attachments

Agreement

AGREEMENT

This agreement (the "Agreement") is effective July 1, 2020, 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 of delivering 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, 2020, and end on June 30, 2021,

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 if feasible.
- 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 regular 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 \$25,000 (twenty-five 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.

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 the 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. The 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 its 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 appropriate lockout tagout procedures and providing all notices, safety data sheets, etc., as required by the right-to-know standard.

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 a 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 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 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 shall 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. Each provision of this Agreement shall be valid and will be enforced to the extent permitted by the law. The Parties shall 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 the 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 States 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 proceedings, 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 proceedings shall be paid all reasonable costs 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 this Agreement such fees to be set by the court and not by a 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 arrangements 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 before 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: _____

February 7, 2020

San Luis City Council
City of San Luis
1090 E. Union Street
San Luis, Arizona 85349

RECEIVED

FEB 10 2020

By *[Signature]*

Mayor Gerardo Sanchez and San Luis City Council Members,

Greetings from your Yuma Community Food Bank!

For over 40 years, 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.

In fiscal year 2018-19 YCFB served 4532 residents in San Luis, with two programs, TEFAP for families and CSFP for seniors. In FY19, the pounds distributed with a total value of \$403,724.

We look forward to supporting the families & seniors in San Luis in the new expansion of the facilities in 2021 that will include TEFAP & CSFP commodities that will be managed locally under the auspices of City of San Luis, Parks and Recreation. Having the designation of Agency will give more autonomy to the time and dates of distribution. We will support the staff with training and governance for agency reporting and documentation required by USDA/DES.

YCFB respectfully requests support in the amount of \$25,000 for fiscal year 2020. 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 whitehead@yumafoodbank.org

Gratefully,

[Signature: Jason Whitehead]



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. D.

Meeting Date: 08/12/2020

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Public Information Officer, 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 2021 Annual Blazing Desert ComicCon event in San Luis, Arizona for Fiscal Year 2020-2021. **(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 2021. 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 2020-2021. The contract is substantively the same as last year, except that Section One allows the event to take place any time before June 30, 2020, due to the uncertainties of the COVID-19 pandemic and Section Four, Subsection B, allows for the event to take place either in the Cesar Chavez Cultural Center or an outdoor venue.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT FOR THE BLAZING DESERT ComicCon IN THE AMOUNT OF \$5,000.00 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$5,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ \$395,146.42

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

These funds are budgeted in FY 2020-21.

Attachments

Contract

Contribution Letter FY 20-21

AGREEMENT

This agreement (“Agreement”) made this _____ day of August 2020, 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”). The Group and the City may be referred to singularly as the “Party” and collectively as the “Parties.”

SECTION ONE. ANNUAL SAN LUIS FILM FESTIVAL

Under the terms and conditions of this Agreement, the 2021 Annual Blazing Desert ComicCon event shall be held in San Luis, Arizona, in March of 2021 or a date before June 30, 2021, when in-person gatherings are safe, considering that at the time of the execution of this contract, we are experiencing the coronavirus disease 2019 (COVID-19) pandemic. And there is news of a possible flu pandemic. In the event that the City, in its sole discretion, determines that in person gatherings are not safe or this event should not be held, for whatever reason, including no reason at all, then the City reserves the right to terminate this agreement, in full, without legal recourse by Group or liability or obligation to Group whatsoever..

SECTION TWO. DUTIES OF GROUP

Group shall 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 2021 Annual Blazing Desert ComicCon events. It is understood that the event may take place as an outdoor event or a virtual event.
- C. City staff shall work with Group to make Blazing Desert ComicCon successful, such as promotion on the City’s website and led sign, and assistance with set-up and tear down.
- D. 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 additionally 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, 2021, showing an accounting of the City's Sponsorship and providing copies of receipts.

SECTION SEVEN. ASSIGNMENT OF RIGHTS

The rights of each Party under this Agreement are personal to that Party. They 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 EIGHT. 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 NINE. TERMINATION ON DEFAULT

If Group fails 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 TEN. GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced under the laws of Arizona. This agreement is subject to the cancellation provisions of A.R.S. Sec. 38-511.

SECTION ELEVEN. 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 TWELVE. 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 THIRTEEN. SECTION HEADINGS

The titles to the sections of this Agreement are solely for the convenience of the Parties. They shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

SECTION FOURTEEN. 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

Yuma County Arts and Cultural Group
% Antonio Carrillo
P.O. Box 4293
San Luis, Arizona 85349

February 4, 2020

Mayor Gerardo Sanchez and City of San Luis Council Members
P.O. Box 1170
San Luis, Arizona 85349

Dear Mayor Sanchez and members of the City Council,

The **2020 Blazing Desert ComicCon** – San Luis, Arizona will be held on Saturday March 7, 2020 from 12 pm to 8 pm at the Joe Orduno Complex.

The program will be made available as soon as is fully completed. It will be published on all online platforms for the event. A preliminary list of special guests from Dallas, Los Angeles, Burbank, San Francisco, Phoenix, Tucson, San Diego and Tempe is included below for your convenience.

- *Ian Sinclair*, American voice actor and voice director who works with *Funimation* and *Sentai Filmworks*. He provides voices for English versions of Japanese anime series and video games.
- *Michael Sorich*, American actor, voice actor, writer, director and voice director.
- *Lorentz iWood*, youtuber and cosplayer artist 76K followers on Instagram, 12K on Facebook
- *Heartless Aquarius*, 13K followers on Instagram, 7K on Facebook
- *Mandalorian Mercs*, 67K followers on Instagram, 5K on Facebook
- *Nicole Spickerman* [Corgi Cosplay], 12K followers on Facebook
- *AZ Legacy Rangers*, charity cosplayers.
- *Choco Cosplay*, cosplay artist
- *Royal Cosplay Café*, cosplayer artists
- And many other local artists and cosplayers.

For the past six years, we have hosted so many pop artists in our city, more than our sister cities in the area in the same period. All the logistics, organization and costs has made it difficult for our group of volunteers to sustain an event of this magnitude. We hope that our city government continues to support this event and provides us with the financial support to bring the **2021 Blazing Desert ComicCon** to San Luis. For these reasons and on behalf of the organizers, I would like to request your financial assistance in the amount of \$5,000 for this purpose.

I have included a list of benefits that this event has brought to our community.

- Promotes a positive image of San Luis
- Fun for all family members
- Diversity of comic con fans in our city
- Access to activities that are usually only available in large urban and cosmopolitan cities
- Encourages inclusion of peoples of all backgrounds in a single event
- Impacts San Luis businesses positively
- Mentors youngsters as future leaders
-

If you have any questions, please contact me at your convenience at (928) 246-5212 or via email.

Respectfully,



Antonio C. Carrillo, MA/MEd

RECEIVED

FEB 5 2020

Cc: Mr. Tadeo de La Hoya





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. E.

Meeting Date: 08/12/2020

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Public Information Officer, 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 San Luis Film Festival event in San Luis, Arizona for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Every year the San Luis Film Festival committee puts on a successful venue, which will take place in November 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 2020-2021. The contract is substantially the same as last year except Section One allows for the film festival to be scheduled any time before June 30, 2021, due to the COVID-19 pandemic and the uncertainty whether gatherings will be safe in November.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT FOR THE SAN LUIS FILM FESTIVAL IN THE AMOUNT OF \$5,000.00 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$5,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ \$395,146.42

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

These funds are budgeted in FY 2020-21.

Attachments

Contract

Contribution Letter FY 20-21



AGREEMENT

This agreement (“Agreement”) made this _____ day of August 2020, 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”). The Group and the City may be referred to singularly as the “Party” and collectively as the “Parties.”

SECTION ONE. ANNUAL SAN LUIS FILM FESTIVAL

Under the terms and conditions of this Agreement, the 2020 San Luis Film Festival event shall be held in San Luis, Arizona, beginning on or about November 10, 2020, and ending on or about November 13, 2020, or a date before June 30, 2021, when in-person gatherings are safe, considering that at the time of the execution of this contract, we are experiencing the coronavirus disease 2019 (COVID-19) pandemic. And there is news of a possible flu pandemic. In the event that the City, in its sole discretion, determines that in person gatherings are not safe or this event should not be held, for whatever reason, including no reason at all, then the City reserves the right to terminate this agreement, in full, without legal recourse by Group or liability or obligation to Group whatsoever.

SECTION TWO. DUTIES OF GROUP

Group shall advertise and promote the San Luis Film Festival 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 the San Luis Film Festival.

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 San Luis Film Festival events. It is understood this event may be an outdoor event or a virtual event.
- C. City staff shall work with Group to make the 2020 San Luis Film Festival successful, such as promotion on the City’s website and led sign, and assistance with set-up and tear down.
- D. Otherwise, all expenses in any way pertaining to the San Luis Film Festival shall be the sole and separate liability of Group. City assumes no financial responsibility of any kind or nature relative to the San Luis Film Festival.

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 the San Luis Film Festival 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 December 16, 2020, showing an accounting of the City's Sponsorship and providing copies of receipts.

SECTION SEVEN. ASSIGNMENT OF RIGHTS

The rights of each Party under this Agreement are personal to that Party. They 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 EIGHT. 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 NINE. TERMINATION ON DEFAULT

If Group fails 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 TEN. GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced under the laws of Arizona. This agreement is subject to the cancellation provisions of A.R.S. Sec. 38-511.

SECTION ELEVEN. 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 TWELVE. 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 THIRTEEN. SECTION HEADINGS

The titles to the sections of this Agreement are solely for the convenience of the Parties. They shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

SECTION FOURTEEN. 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

Yuma County Arts and Cultural Group
P.O. Box 4293
San Luis, Arizona 85349

February 4, 2020

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 am hereby asking for your financial assistance to organize and celebrate the 2020 San Luis Film Festival on November 10-13, 2020 in San Luis, Arizona.

For the past eight years, we have programmed more than 20 different movies from the following countries; USA, Mexico, Austria, Spain, France, Dominican Republic and Spain. We have hosted more than thirty actors, directors and producers during these years. Many of our guests have been recognized by the film industries of different countries around the world.

This festival premiered in the year 2012 as part the statewide centennial celebration. Our goal is to screen quality films and to serve as a platform for local and regional talents to showcase their own projects. This event provides excellent and entertaining movies for the entire family. The dynamics of the event include four movie screenings, one each night, along with a Q&A audience session with actors/directors who have participated in the film. Last year, we included the "Sonrie San Luis" [*What Makes Me Smile About San Luis?*] short film competition open to senior and junior students from San Luis High School and PPEP-Tec High School. We are extremely satisfied with the response from our community and look forward to expand in this area.

These year activities are still under discussion and will be communicated to the public though the film festival online platforms as soon as they become available.

We are grateful to the community of San Luis and the region for their participation and their support. The film screenings during the four days of the festival have always been offered free of charge. For the volunteers, the logistics, costs associated with administration, film fees, transportation, marketing, printing, planning, volunteers' incentives, etc., continues to be a challenge for us. We will be able to hold this San Luis event this year and would like to request your assistance. We would like to request your financial assistance in the amount of \$5,000.00.

This event has established as an attraction at the City of San Luis and the region. Public participation has been increasing year by year. The festival helps highlight San Luis as an artistic hub along the different artistic activities taking place here throughout the year. We want to continue offering this type of activities only available in big cities, but cannot do it without your help.

If you have any questions, please contact me at your convenience at (928) 246-5212 or via email.

Respectfully,



Antonio C. Carrillo, MA/MEd

Cc: Mr. Tadeo de La Hoya

RECEIVED

FEB 5 2020

By 



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. F.

Meeting Date: 08/12/2020

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Public Information Officer, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry for Fiscal Year 2020-2021. **(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 persons 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 **\$5,000.00** to provide food for San Luis families that are going through economic hardship. This agreement is for the Fiscal Year 2020-2021. Due to the consequences of the coronavirus disease 2019 (COVID-19) pandemic, and Gethsemani Food Ministry's response regarding getting food to people, the city allocated more than was requested.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH GETHSEMANI FOOD MINISTRY IN THE AMOUNT OF \$5,000.00 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$5,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ \$395,146.42

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

N/A

Attachments

Gethsemani Contract

AGREEMENT

This 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, 2021.

SECTION THREE. OBLIGATION OF THE FOOD BANK

- 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 \$5,000.00 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 \$5,000.00 (five 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 day and year set forth above 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

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

Feb, 4 2020

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. For the period of 2019-2020.

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.

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FEB 4 2020



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. G.

Meeting Date: 08/12/2020

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Public Information Officer, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the annual contribution to the 4FrontED Binational Regional Program to promote education, infrastructure, tourism, and economic development. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

The municipalities within Yuma County and Yuma County entered into an intergovernmental agreement creating 4FrontED; a binational program focused on education, infrastructure, tourism, and economic development. The mayors and county supervisor and the economic development staff or designee of each community compose the 4FrontED membership. The member county and cities contribute to the funding to meet the goals of this agreement based on twenty cents (20¢) per capita for each jurisdiction.

The total due for the City of San Luis based on the 2019 population is **\$7,598.00**.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND RATIFY THE CONTRIBUTION TO 4FRONTED IN THE AMOUNT OF \$7,598.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$7,598.00
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):

These funds are budgeted in FY 2020-21.

Attachments

2020-2021 Funding Commitment
2019 Population Estimate

4frontED City/County Commitments 2020-2021			
Community	2019 Population	Funding Amount (\$.20 per capita)	Increase from 2019-2020
San Luis	37,990	\$ 7,598.00	\$ 348.00
Somerton	17,698	\$ 3,539.60	\$ 59.00
Wellton	3,254	\$ 650.80	\$ 11.40
Yuma	105,365	\$ 21,073.00	\$ 379.20
County Unincorporated	65,650	\$ 13,130.00	\$ 151.40
		\$ 45,991.40	\$ 949.00

4frontED City/County Commitments 2019-2020			
Community	2018 Population	Funding Amount (\$.20 per capita)	
San Luis	36,250	\$ 7,250.00	
Somerton	17,403	\$ 3,480.60	
Wellton	3,197	\$ 639.40	
Yuma	103,469	\$ 20,693.80	
County Unincorporated	64,893	\$ 12,978.60	
		\$ 45,042.40	

4frontED City/County Commitments 2019-2020

Community	2018 Population	Funding Amount (\$.20 per capita)
San Luis	36,250	\$ 7,250.00
Somerton	17,403	\$ 3,480.60
Wellton	3,197	\$ 639.40
Yuma	103,469	\$ 20,693.80
County Unincorporated	64,893	\$ 12,978.60
		\$ 45,042.40


**JULY 1, 2019 POPULATION ESTIMATES
FOR ARIZONA'S COUNTIES, INCORPORATED PLACES AND UNINCORPORATED BALANCE OF COUNTIES**

	ESTIMATE		ESTIMATE		ESTIMATE
APACHE COUNTY	71,808	MARICOPA COUNTY	4,367,835	PIMA COUNTY	1,044,675
Eagar	4,925	Apache Junction *	322	Marana *	49,323
Saint Johns	3,483	Avondale	84,595	Oro Valley	45,901
Springerville	1,986	Buckeye	81,624	Sahuarita	31,451
Unincorporated	61,414	Carefree	3,771	South Tucson	5,705
		Cave Creek	5,834	Tucson	546,576
COCHISE COUNTY	129,778	Chandler	266,804	Unincorporated	365,719
Benson	5,054	El Mirage	34,359		
Bisbee	5,369	Fountain Hills	24,225	PINAL COUNTY	455,210
Douglas	16,656	Gila Bend	2,019	Apache Junction *	41,066
Huachuca City	1,794	Gilbert	259,386	Casa Grande	56,962
Sierra Vista	44,035	Glendale	243,262	Coolidge	12,734
Tombstone	1,338	Goodyear	88,870	Eloy	19,438
Willcox	3,652	Guadalupe	6,373	Florence	27,980
Unincorporated	51,880	Litchfield Park	6,811	Hayden *	0
		Mesa	497,439	Kearny	2,115
COCONINO COUNTY	147,275	Paradise Valley	14,134	Mammoth	1,546
Flagstaff	76,338	Peoria *	180,161	Marana *	0
Fredonia	1,313	Phoenix	1,617,344	Maricopa	54,791
Page	7,686	Queen Creek *	46,271	Queen Creek *	6,867
Sedona *	2,885	Scottsdale	247,944	Superior	3,063
Tusayan	589	Surprise	136,194	Winkelman *	0
Williams	3,352	Tempe	188,616	Unincorporated	228,648
Unincorporated	55,112	Tolleson	7,085		
		Wickenburg *	6,988	SANTA CRUZ COUNTY	53,161
GILA COUNTY	55,159	Youngtown	6,599	Nogales	22,917
Globe	7,514	Unincorporated	310,805	Patagonia	1,000
Hayden *	644			Unincorporated	29,244
Miami	1,815	MOHAVE COUNTY	216,985		
Payson	16,168	Bullhead City	41,193	YAVAPAI COUNTY	232,386
Star Valley	2,353	Colorado City	4,912	Camp Verde	11,162
Winkelman *	355	Kingman	31,480	Chino Valley	11,914
Unincorporated	26,310	Lake Havasu City	56,738	Clarkdale	4,517
		Unincorporated	82,662	Cottonwood	12,249
GRAHAM COUNTY	38,476			Dewey-Humboldt	4,128
Pima	2,534	NAVAJO COUNTY	112,825	Jerome	450
Safford	9,951	Holbrook	5,215	Peoria *	0
Thatcher	5,255	Pinetop-Lakeside	4,563	Prescott	42,566
Unincorporated	20,736	Show Low	11,736	Prescott Valley	46,458
		Snowflake	6,118	Sedona *	7,489
GREENLEE COUNTY	10,375	Taylor	4,447	Wickenburg *	809
Clifton	4,405	Winslow	9,481	Unincorporated	90,644
Duncan	759	Unincorporated	71,265		
Unincorporated	5,211			YUMA COUNTY	229,957
				San Luis	37,990
LA PAZ COUNTY	22,085			Somerton	17,698
Parker	3,341			Wellton	3,254
Quartzsite	3,950			Yuma	105,365
Unincorporated	14,794			Unincorporated	65,650
				ARIZONA	7,187,990

***POPULATION FOR PLACES IN TWO COUNTIES**

Apache Junction	Pinal & Maricopa	41,388
Hayden	Gila & Pinal	644
Marana	Pima & Pinal	49,323
Peoria	Maricopa & Yavapai	180,161
Queen Creek	Pinal & Maricopa	53,138
Sedona	Coconino & Yavapai	10,374
Wickenburg	Maricopa & Yavapai	7,797
Winkelman	Gila & Pinal	355

CONFORMED COPY
2019-07687 RESOLUTION
03/28/2019 11:25:58 AM Pages: 32 Fees: \$21.50
Requested By: SAN LUIS CITY OF
Recorded By: mlopez
Robyn Stallworth Poudre County Recorder, YUMA County AZ



WHEN RECORDED MAIL TO:

**CITY OF SAN LUIS
P.O. BOX 1170
SAN LUIS, ARIZONA
ATTN: CITY CLERK**

The above area is to be reserved for recording information

CAPTION HEADING:

Resolution No. 2063
For the continued support of Economic Development in the Greater Yuma
Region



Resolution

No. 2063

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

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

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

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

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

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

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

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this 13th day of February 2019.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

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

This Amended and Restated Agreement (this "Agreement") is made as of the date of the last governing agencies' signature below, this 13th day of February, 2019, (the "Agreement Date").

This Agreement is made among the following governmental agencies:

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

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

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

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

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

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

RECITALS

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

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

- C. Yuma County is authorized to participate in Economic Development activities pursuant to A.R.S. §§11-251(21), 11-254, and 11-254.04. The Cities are authorized to participate in Economic Development pursuant to A.R.S. §9-500.11.
- D. The County and the Cities support the 4FrontED Binational Program objectives which include but are not limited to the following:

Binational Cluster Development

1. Identify, map, and define binational regional business clusters such as advanced manufacturing opportunities. Establish and strengthen relationships with companies in northern Mexico in aerospace, automotive, electronic, agribusiness, and electrical devices, and promote the Region's logistics/distribution and cost competitive advantages for potential advanced manufacturing opportunities. Sustain the momentum with the University of Arizona cluster work and the North American Research Partnership cluster mapping.
 - Engage the Region's manufacturers in RevAZ (Arizona Commerce Authority's Manufacturing Extension Partnership program), particularly with the ExporTech Boot Camp.
 - Further leverage the economic benefit of the agriculture trade moving through the San Luis II Port of Entry. Maintain and grow agribusiness trade by addressing binational infrastructure and transportation improvements from major growing regions in Mexico and strengthening relationships throughout western Mexico. Continue to expand value-added produce opportunities in packaged food.
 - Work to attract foreign direct investment (FDI) projects within the transportation, tourism, and economic development sectors. Leverage the international and foreign investment partners working with the University of Arizona Yuma Center of Excellence for Desert Agriculture to develop a larger footprint in the Region.
 - Focus on manufacturing industries to provide higher average wages, create more indirect economic activity for the Region, impact the regional tax base, and attract new revenues to the Region resulting in an expanded economy

through the following manufacturing sectors: perishable prepared food, storage battery, fluid milk, aircraft, fabricated structural metals, metal stamping, truck trailer, sign, unmanned vehicle and computerized numerical control machining.

- Continue to implement the Investing in Manufacturing Communities Partnership (IMCP) strategy working collaboratively to develop and promote advanced manufacturing.
- Work with existing industries to improve access and attract a supply chain of businesses to the 4FrontED Region.
- Actively engage the private sector and regional businesses to assist in the implementation of the 4FrontED initiative.

2. Strengthen Binational Workforce Development.

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

3. Develop binational tourism.

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

4. Leverage port of entry and border infrastructure investments.

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

- Pursue increased ports of entry staffing to improve efficiencies of border crossings.
 - Build cross-border public transportation, bicycling and pedestrian improvements.
5. Spur innovation and entrepreneurship.
- Leverage the San Luis Business Incubator to foster business growth in manufacturing, machining, distribution, and support businesses.
 - Make the 4FrontED binational Region an entrepreneurial hub by leveraging the U.S. entrepreneurial visa program that can promote new business start-ups and innovation.
6. Maximize developable industrial land.
- Move forward with economic development strategies to ensure that the industrial border land is ready for manufacturing facilities. Focus on project readiness of industrial sites.
7. Continue to improve regional infrastructure.
- The Cities of San Luis, San Luis Rio Colorado, Somerton, Wellton, Yuma and Yuma County are committed to building a rail connection between the City of San Luis Rio Colorado and Yuma to support economic development.
 - Work to implement project priorities identified in the Border Master Plans (2013)
 - Prioritize regional infrastructure projects to support economic development efforts and pursue grant funding.

AGREEMENT

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

SECTION ONE. DEFINITION OF TERMS

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

1.1 "Binational Program" means the 4FrontED Binational Program for attracting businesses for

regional economic development and growth as described in this Agreement.

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

SECTION TWO. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

SECTION THREE. FORCE MAJEURE

If by reason of force majeure any Party to this Agreement shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but not for any longer period. Any such Party shall diligently endeavor to remove or overcome such inability with all reasonable dispatch. If a Party cannot remove or overcome its force majeure, then such Party may terminate its participation in this Agreement by providing 30 days of written notice to the other Parties. The term "force majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Arizona, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machines, pipelines or canals, and inability on the part of the County or the Cities to provide services under this Agreement on account of any other causes not reasonably within the control of the Party.

SECTION FOUR. TERM OF AGREEMENT; EXTENSION; RENEWAL

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

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

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

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

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

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

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

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

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

SECTION FIVE. SEVERABILITY

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

SECTION SIX. COUNTERPARTS

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

SECTION SEVEN. WORKERS' COMPENSATION

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

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SECTION EIGHT. INDEMNIFICATION

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

SECTION NINE. INSURANCE COVERAGE

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

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

SECTION TEN. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

[Intentionally left blank, signature pages follow.]

CITY OF SAN LUIS



Gerardo Sanchez, Mayor

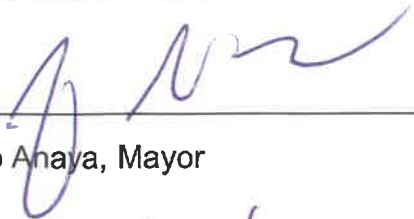
Date: 2/13/2019

CERTIFICATION BY LEGAL COUNSEL

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


Kay Marion Macuil, City Attorney

CITY OF SOMERTON




Gerardo Anaya, Mayor

Date: 2/5/19

CERTIFICATION BY LEGAL COUNSEL

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



Jorge Lozano, City Attorney

TOWN OF WELLTON

Cecilia C. McCollough

Cecilia C. McCollough, Mayor


Date: 2/5/2019

CERTIFICATION BY LEGAL COUNSEL

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

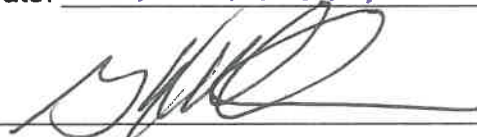
Nicholle Harris
Nicholle Harris, Town Attorney

CITY OF YUMA



Douglas J. Nicholls, Mayor

Date: 3/20/2019



Gregory K. Wilkinson

Date: 3/20/2019

CERTIFICATION BY LEGAL COUNSEL

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



Richard W. Files, City Attorney

Approved at the City Council Meeting of:
March 6, 2019
City Clerk: _____

COUNTY OF YUMA

 For

Marco Antonio Reyes, Chair of the Board of Supervisors

Date: 2/20/19

CERTIFICATION BY LEGAL COUNSEL

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


Jon R. Smith, Yuma County Attorney

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

[Budget and 2017 Population Estimates]

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

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

[Original Agreement]

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

This AGREEMENT is made on this 25th day of October 2017 (the "Agreement Date"), among the following governing Agencies of the State of Arizona and in or of the County of Yuma:

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

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

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

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

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

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

RECITALS

- A. The County and the Cities joining in this Agreement wish to formalize a bilateral relationship to promote growth and expand economic opportunities in Yuma County, Arizona, U.S.A.; regions within the State of California, U.S.A.; San Luis Rio Colorado; regions within Baja California, Mexico.
- B. Yuma County is authorized to participate in Economic Development activities pursuant to A.R.S. §§11-251(21), 11-254, and 11-254.04. The Cities are authorized to participate in Economic Development pursuant to A.R.S. §9-500.11
- C. The County and the Cities support the 4FrontED Binational Region program objectives which include but are not limited to the following:

Binational Cluster Development

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

- Continue to implement the IMPC strategy working collaboratively to develop and promote advanced manufacturing.
- Work with existing industries to improve access and attract a supply chain of businesses to the 4FrontED region.
- Actively engage the private sector and regional businesses to assist in the implementation of the 4FrontED initiative.

Strengthen Binational Workforce Development

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

Develop Binational Tourism

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

Leverage Port of Entry and Border Infrastructure Investments

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

Spur Innovation and Entrepreneurism

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

Maximize Developable Industrial Land

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

Continue to Improve Regional Infrastructure

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

NOW THEREFORE, the parties agree as follows:

SECTION ONE. DEFINITION OF TERMS

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

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

SECTION TWO. GENERAL PROVISIONS

- A. The City of San Luis, Arizona is the fiscal agent responsible for administering the funds for the binational program. San Luis shall only use the funds for the objectives stated in the recitals, and the funds expended, not exceed the one-year budget as set forth in Exhibit A, attached and incorporated by reference to this Agreement. The fiscal agent will require at least one City and/or, County to approve expenses in writing. The fiscal agent will be responsible for the engagement of the services of the coordinator along with the rest of the Cities, expenses and budget reports to the other Cities.
- B. The County and Cities shall contribute to the funding of services for a bi-lingual/bi-cultural coordinator and related economic activities based on twenty cents (20¢) per capita and using the Parties' 2015 population estimates as follows:

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

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

- C. The Binational program shall meet the goals in the border business case incorporated in this Agreement.
- D. The County and the Cities shall, through the fiscal agent, engage the services of a bi-lingual/bi-cultural coordinator to manage the Binational program.
- E. The County and the Cities shall, through the fiscal agent, contract with any other contractor (s) or entity to meet the goals as stated in this Agreement.
- F. The County and the Cities shall work with San Luis Rio Colorado, Sonora, Mexico and other Mexico cities as deemed appropriate.
- G. The recitals set forth in this Agreement, by this reference, are incorporated and deemed part of this Agreement.

SECTION THREE. FORCE MAJEURE

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

SECTION FOUR. TERM OF AGREEMENT; RENEWAL

This Agreement shall be effective as of the 25th day of October 2017 and shall have a term of one year, ending the 25th day of October 2018 unless a party provides the other parties with written notice of termination a minimum of 30 days prior to terminating. This Agreement may be terminated by any party with or without cause, provided that such party provides written notice of termination to all other parties as set forth above.

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

SECTION FIVE. SEVERABILITY

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

SECTION SIX. COUNTERPARTS

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

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

The City of San Luis

By: 

Gerardo Sanchez
Mayor

This 28 day of December 2017

The City of Somerton

By: 

Jose Yopez
Mayor

This 4 day of December 2017

The Town of Wellton

By: 

Cecilia C. McCollough
Mayor

This 2nd day of November 2017

The City of Yuma

By: 

Douglas Nicholls
Mayor

This 9th day of November 2017

The County of Yuma

By: 

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

This 16th day of October 2017

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

Dated this 25 day of October, 2017

Kay Marion Macuil

Kay Marion Macuil
San Luis City Attorney

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

Dated this 4th day of December, 2017

Jorge Lozano
Jorge Lozano
Somerton City Attorney

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

Dated this 31st day of Oct., 2017

Gary Verburg
Gary Verburg
Wellton Town Attorney

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

Dated this 7 day of November, 2017

Richard W. Files
Richard W. Files
Yuma City Attorney

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

Dated this 16th day of October, 2017

Jon R. Smith

Jon R. Smith
Yuma County Attorney

EXHIBIT A
TO
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT OF THE
4FrontED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION
[Budget and 2017 Population Estimates]



4frontED Binational 2017-2018 Budget

		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
REVENUE														
Yuma County														\$ 12,838.00
Town of Wellton														\$ 620.00
City of Yuma														\$ 19,590.00
City of Somerton														\$ 3,152.00
City of San Luis														\$ 6,800.00
2017-2018 carry over funds														\$ 33,090.07
Donations														\$
Total Revenue														\$ 76,088.07
EXPENSES														
Office Supplies			\$ 50.00				\$ 50.00			\$ 50.00			\$ 50.00	\$ 200.00
Other Supplies	drinks, coffee		\$ 20.00				\$ 20.00			\$ 20.00			\$ 20.00	\$ 80.00
External Printing	letterhead, business cards		\$ 300.00							\$ 300.00				\$ 600.00
Subscriptions	AMC						\$ 250.00							\$ 250.00
Postage			\$ 50.00							\$ 50.00				\$ 100.00
Minor Tool/equipment	laptop								\$ 1,200.00					\$ 1,200.00
Miscellaneous	catering		\$ 100.00				\$ 100.00			\$ 100.00			\$ 100.00	\$ 400.00
Contractual Services	Executive Director	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,174.00	\$ 50,000.00
Special services	website support/hosting	\$ 70.00	\$ 55.00	\$ 100.00	\$ 55.00	\$ 55.00	\$ 100.00	\$ 55.00	\$ 55.00	\$ 100.00	\$ 55.00	\$ 55.00	\$ 100.00	\$ 855.00
Travel and Per Diem	AMC		\$ 1,000.00				\$ 1,000.00			\$ 1,000.00			\$ 1,000.00	\$ 4,000.00
Conference/Registration			\$ 300.00				\$ 300.00			\$ 300.00			\$ 300.00	\$ 1,200.00
Sponsorships									\$ 2,000.00					\$ 2,000.00
Total Expenses										\$ 2,000.00				\$ 60,485.00
Total Budget														\$ 15,603.07

**JULY 1, 2017 POPULATION ESTIMATES
FOR ARIZONA'S COUNTIES, INCORPORATED PLACES AND UNINCORPORATED BALANCE OF COUNTIES**

	ESTIMATE		ESTIMATE		ESTIMATE
APACHE COUNTY	72,713	MARICOPA COUNTY	4,221,684	PIMA COUNTY	1,026,099
Eagar	4,946	Apache Junction *	311	Marana *	45,378
Saint Johns	3,534	Avondale	81,621	Oro Valley	44,517
Springerville	1,991	Buckeye	69,947	Sahuarita	29,049
Unincorporated	62,242	Carefree	3,669	South Tucson	5,664
		Cave Creek	5,676	Tucson	537,634
		Chandler	257,948	Unincorporated	363,857
COCHISE COUNTY	128,383	El Mirage	34,174		
Benson	4,994	Fountain Hills	23,862	PINAL COUNTY	427,603
Bisbee	5,320	Gila Bend	2,010	Apache Junction *	39,719
Douglas	16,588	Gilbert	246,423	Casa Grande	54,866
Huachuca City	1,783	Glendale	239,858	Coolidge	12,485
Sierra Vista	43,824	Goodyear	81,447	Eloy	18,993
Tombstone	1,325	Guadalupe	6,332	Florence	25,866
Willcox	3,612	Litchfield Park	6,452	Hayden *	0
Unincorporated	50,937	Mesa	481,275	Kearny	2,077
		Paradise Valley	13,913	Mammoth	1,519
COCONINO COUNTY	144,057	Peoria *	171,580	Marana *	0
Flagstaff	72,961	Phoenix	1,579,253	Maricopa	49,550
Fredonia	1,331	Queen Creek *	39,714	Queen Creek *	494
Page	7,665	Scottsdale	242,540	Superior	3,008
Sedona *	2,926	Surprise	130,129	Winkelman *	0
Tusayan	590	Tempe	179,794	Unincorporated	219,026
Williams	3,256	Tolleson	6,992		
Unincorporated	55,328	Wickenburg *	6,903	SANTA CRUZ COUNTY	51,507
		Youngtown	6,575	Nogales	22,327
GILA COUNTY	54,947	Unincorporated	303,286	Patagonia	981
Globe	7,562			Unincorporated	28,199
Hayden *	648	MOHAVE COUNTY	209,792		
Miami	1,828	Bullhead City	40,551	YAVAPAI COUNTY	225,364
Payson	15,944	Colorado City	4,872	Camp Verde	11,083
Star Valley	2,346	Kingman	29,600	Chino Valley	11,557
Winkelman *	353	Lake Havasu City	54,801	Clarkdale	4,282
Unincorporated	26,266	Unincorporated	79,968	Cottonwood	11,974
				Dewey-Humboldt	4,015
GRAHAM COUNTY	38,275	NAVAJO COUNTY	111,266	Jerome	447
Pima	2,548	Holbrook	5,167	Peoria *	7
Safford	9,915	Pinetop-Lakeside	4,463	Prescott	42,300
Thatcher	5,217	Show Low	11,377	Prescott Valley	43,950
Unincorporated	20,595	Snowflake	5,882	Sedona *	7,393
		Taylor	4,292	Wickenburg *	350
GREENLEE COUNTY	10,961	Winslow	9,567	Unincorporated	88,006
Clifton	4,870	Unincorporated	70,518		
Duncan	718			YUMA COUNTY	221,648
Unincorporated	5,373			San Luis	35,289
				Somerton	17,103
LA PAZ COUNTY	21,598			Wellton	3,171
Parker	3,201			Yuma	101,620
Quartzsite	3,882			Unincorporated	64,465
Unincorporated	14,515				
				ARIZONA	6,965,897

*POPULATION FOR PLACES IN TWO COUNTIES

Apache Junction	Pinal & Maricopa	40,030
Hayden	Gila & Pinal	648
Marana	Pima & Pinal	45,378
Peoria	Maricopa & Yavapai	171,587
Queen Creek	Pinal & Maricopa	40,208
Sedona	Coconino & Yavapai	10,319
Wickenburg	Maricopa & Yavapai	7,253
Winkelman	Gila & Pinal	353



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. H.

Meeting Date: 08/12/2020

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Public Information Officer, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the proposed agreement with Arizona Interagency Farmworkers Coalition, Inc for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: Arizona Interagency Farmworkers Coalition, Inc. (AIFC) is a non-profit organization whose primary focus is to increase awareness and coordinate efforts for migrant and seasonal agricultural workers in the state of Arizona. Each year, AIFC awards between 5 to 10 scholarships in the amount of \$1,500.00 to students from migrant families. The Agreement requires that the city's funds would go no more than 5% to promote the scholarship in San Luis and the rest for scholarships to students who are residents of San Luis seeking post-secondary education.

Amount: The city has already budgeted funds for **\$3,000.00** for AIFC scholarships for Fiscal Year 2020-2021.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE AGREEMENT WITH THE ARIZONA INTERAGENCY FARMWORKERS COALITION, INC., IN THE AMOUNT OF \$3,000.00 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	3,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ \$395,146.42

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

These funds are budgeted in FY 2020-21.

Attachments

AGREEMENT

This agreement ("Agreement") is made this _____ day of August 2020, between:

Arizona Interagency Farmworkers Coalition, Inc. 5201 North Nisbet Road Scottsdale, Arizona 85254 A domestic nonprofit corporation, organized under the laws of Arizona ("AIFC")	The City of San Luis City Hall 1090 East Union Street (Physical Address) San Luis, Arizona P.O. Box 1170(Mailing Address) San Luis, Arizona 85349 A municipal corporation, Organized under the laws of Arizona ("City")
--	--

The AIFC and the City may be referred to singularly as the "Party" and collectively as the "Parties."

**SECTION ONE.
DUTIES OF AIFC**

- AIFC shall promote the post-secondary scholarships available through AIFC to students who are residents of San Luis, Arizona.
- AIFC shall award funds provided by the City solely to students who are San Luis residents and only for scholarship money to be used for post-secondary education. The funds shall be awarded no later than June 30, 2021.

**SECTION TWO.
BOOKS AND RECORDS**

AIFC 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. AIFC shall prepare a report and submit it to the City, to the City's Public Information Officer, by July 31, 2021, showing an accounting of the City's Sponsorship and providing copies of receipts.

By July 31, 2021, AIFC shall prepare a presentation for City Council of how the City's funds were spent, obtaining any necessary consents from scholarship recipients. Outlines, documents, photographs, or video produced for the presentation shall be submitted to the City's Public Information Officer.

**SECTION THREE.
DUTIES OF City**

City shall pay \$3,000.00 to AIFC solely for the purpose described in SECTION ONE above with no more than \$150.00 of the funds going to promotion.

**SECTION FOUR.
TERMINATION ON DEFAULT**

If AIFC violates 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 AIFC.

**SECTION FIVE.
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 using prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested,
- personal delivery by a process server or
- sent by a nationally recognized courier (for example, Federal Express, U.P.S.)

and addressed to the respective Parties at the addresses in the opening paragraph of this Agreement, 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. For the City, a notice under this Agreement shall be to the attention of the City Manager and a copy to the City Attorney.

**SECTION SIX.
COMPLIANCE WITH LAWS AND REGULATIONS**

Services performed by AIFC under this Agreement shall be performed in full compliance of all applicable federal, state, and City laws and any rules or regulations promulgated under such laws, including but not limited to the cancellation provisions for conflict of interest of A.R.S. § 38-511.

**SECTION ELEVEN.
MISCELLANEOUS PROVISIONS**

- 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.
- Amendment of the Agreement. Neither Party shall change or add to this Agreement except by written amendment executed by the Parties.
- 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 shall not be affected by that invalidity or unenforceability, and each provision of this Agreement shall be valid and shall be enforced to the extent permitted by the law.
- Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.
- Venue. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona. In such legal action, the Parties waive any right to object to such venue. Nothing in this

paragraph shall be deemed to have authorized the bringing of any legal action in a court without jurisdiction to adjudicate it.

- F. Attorneys' Fees and Costs. Any action commenced in connection with this Agreement (including court action or arbitration) the Party prevailing in any such action or other proceeding 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.
- G. No Assignment. The AIFC shall not assign the obligations arising under this Agreement to any person or entity without the consent of the City.
- H. 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.
- I. No Agency Created. The Parties do not intend to create, and nothing in this Agreement shall create any agency, partnership, joint venture or other similar arrangement between the Parties.
- J. Personal Liability. The elected officials, officers, directors, managers, agents or employees of the City shall not have any personal liability under this Agreement.
- K. Survival. All provisions that logically ought to survive termination of this Agreement shall survive.
- L. Time is of the essence. Time is of the essence in this Agreement.
- M. 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.
- N. Force Majeure. If the AIFC 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 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, epidemics or pandemics, orders and measures of governmental authorities in response to the epidemic or pandemic, or material changes in applicable business laws or regulations.
- O. 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.
- P. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.
- Q. 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.
- R. Signed copies. A signed original of this Agreement may be scanned and delivered by facsimile, by email or by other electronic or digital means and may be printed from that scanned original and shall be treated by the Parties as an original of this Agreement and shall be given the same force and effect.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

**Arizona Interagency Farmworkers
Coalition, Inc.**

Fernando Quiroz, President



RECEIVED

FEB. 18 2020

February 18, 2020,

Dear Mr. De La Hoya,

In Arizona, there are tens of thousands of migrant and seasonal agricultural workers that make it possible for everyone to have fresh fruits and vegetables on their tables every day.

The Arizona Interagency Farmworkers Coalition, Inc. (AIFC) is a non-profit organization whose primary focus is to increase awareness and coordinate efforts around available resources and programs for migrant and seasonal agricultural workers in the state of Arizona. Our working Board of Directors includes representatives from such diverse areas as Education, Health, Labor, and other community based organizations.

AIFC's main activity is our annual educational conference and scholarship award ceremony. Each year, AIFC awards between five and ten \$1,500 scholarships to students from families that earn a living as migrant or seasonal agricultural workers. The AIFC conference is the only one of its kind in Arizona that provides opportunities to build collaborative relationships across agencies and disciplines to provide the most relevant, useful, and updated information for those that work with the people that put food on all of our tables.

We hope you will consider a donation to AIFC. All scholarship donations and proceeds from items auctioned at our live and silent auctions go directly to supporting awardees' post-secondary academic pursuits. We gratefully accept both monetary contributions and items that may be auctioned at our silent and live auction during the conference to support our scholarship program, as well as general donations to support the conference.

Included you will find our sponsor and donation forms, a description of benefits for donating at various levels, and the registration form if you are able to join us at our conference in Yuma, September 22-23, 2020. We would love to see you there!

If you have questions or would like any additional information about AIFC, the scholarship program, or the conference, please contact either Fernando Quiroz at 928-287-4125 or Lisa Nieri at 602-312-5016.

The 2020 AIFC Board Members thank you for considering an investment in our next generation by supporting post-secondary education for students of agricultural worker families.

Sincerely,

Fernando Quiroz, President
Maria Silva, Vice-President
Lisa Nieri, Treasurer
Maria V. Chavez
Rosa Varela
John Arnold
Iris Castaneda
Miguel Ramos
Karina Salcedo
Ernesto Lugo
Miguel A. Garcia

ARIZONA INTERAGENCY FARMWORKERS COALITION, INC.
5201 E NISBET ROAD | SCOTTSDALE AZ 85254 | 602.288.7569



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. I.

Meeting Date: 08/12/2020

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Public Information Officer, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Yuma Regional Medical Center (YRMC) Cancer Center Hispanic Support Group, Inc., for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: Yuma Regional Medical Center (YRMC) Cancer Center Hispanic Support Group provides support and guidance to cancer patients, their families, and loved ones. YRMC Cancer Center currently has 40 active participants from Yuma County, a majority of which are from the City of San Luis and the City of Somerton. The city's funds will go to benefit those in the group who are residents of San Luis and no more than 5% of the funds for outreach in San Luis regarding the support group.

Amount: The City of San Luis has already budgeted funds in the amount of **\$5,000.00** for Fiscal Year 2020-2021.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE AGREEMENT WITH YUMA REGIONAL MEDICAL CENTER IN THE AMOUNT OF \$5,000.00 FOR THE CANCER CENTER HISPANIC SUPPORT GROUP, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$5,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ \$395,146.42

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

These funds are budgeted in FY 2020-21.

Attachments

AGREEMENT

This agreement ("Agreement") is made this _____ day of August 2020, between:

Yuma Regional Medical Center 2400 South Avenue A Yuma, Arizona 85364 A domestic nonprofit corporation, organized under the laws of Arizona ("YRMC")	The City of San Luis City Hall 1090 East Union Street (Physical Address) San Luis, Arizona P.O. Box 1170 (Mailing Address) San Luis, Arizona 85349 A municipal corporation, Organized under the laws of Arizona ("City")
--	---

The YRMC and the City may be referred to singularly as the "Party" and collectively as the "Parties."

SECTION ONE. DUTIES OF YRMC

- YRMC shall conduct outreach to inform San Luis, Arizona residents of the benefits of YRMC Cancer Center Hispanic Support Group for those battling cancer.

- YRMC shall use the City's funds solely to benefit San Luis residents who participate in the YRMC Cancer Center Hispanic Support Group.

SECTION TWO. BOOKS AND RECORDS

YRMC 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. YRMC shall prepare a report and submit it to the City, to the City's Public Information Officer, by July 31, 2021, showing an accounting of the City's Sponsorship and providing copies of receipts.

SECTION THREE. DUTIES OF City

City shall pay \$5,000.00 to YRMC solely for the purpose described in SECTION ONE above with no more than \$250.00 of the funds going to outreach.

SECTION FOUR. TERMINATION ON DEFAULT

If YRMC violates 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 YRMC.

**SECTION FIVE.
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 using prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested,
- personal delivery by a process server or
- sent by a nationally recognized courier (for example, Federal Express, U.P.S.)

and addressed to the respective Parties at the addresses in the opening paragraph of this Agreement, 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. For the City, a notice under this Agreement shall be to the attention of the City Manager and a copy to the City Attorney.

**SECTION SIX.
COMPLIANCE WITH LAWS AND REGULATIONS**

Services performed by YRMC under this Agreement shall be performed in full compliance of all applicable federal, state, and City laws and any rules or regulations promulgated under such laws, including but not limited to the cancellation provisions for conflict of interest of A.R.S. § 38-511.

**SECTION ELEVEN.
MISCELLANEOUS PROVISIONS**

- 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.
- Amendment of the Agreement. Neither Party shall change or add to this Agreement except by written amendment executed by the Parties.
- 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 shall not be affected by that invalidity or unenforceability, and each provision of this Agreement shall be valid and shall be enforced to the extent permitted by the law.
- Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.
- Venue. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona. In such legal action, the Parties waive any right to object to such venue. Nothing in this paragraph shall be deemed to have authorized the bringing of any legal action in a court without jurisdiction to adjudicate it.
- Attorneys' Fees and Costs. Any action commenced in connection with this Agreement (including court action or arbitration) the Party prevailing in any such action or other proceeding 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.

- G. No Assignment. The YRMC shall not assign the obligations arising under this Agreement to any person or entity without the consent of the City.
- H. 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.
- I. No Agency Created. The Parties do not intend to create, and nothing in this Agreement shall create any agency, partnership, joint venture or other similar arrangement between the Parties.
- J. Personal Liability. The elected officials, officers, directors, managers, agents or employees of the City shall not have any personal liability under this Agreement.
- K. Survival. All provisions that logically should survive termination of this Agreement shall survive.
- L. Time is of the essence. Time is of the essence in this Agreement.
- M. 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.
- N. Force Majeure. If the YRMC 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 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, epidemics or pandemics, orders and measures of governmental authorities in response to the epidemic or pandemic, or material changes in applicable business laws or regulations.
- O. 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.
- P. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.
- Q. 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.
- R. Signed copies. A signed original of this Agreement may be scanned and delivered by facsimile, by email or by other electronic or digital means and may be printed from that scanned original and shall be treated by the Parties as an original of this Agreement and shall be given the same force and effect.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Yuma Regional Medical Center

Robert J. Trensche
President and Chief Executive Officer



YUMA REGIONAL MEDICAL CENTER
CANCER CENTER

February, 2020

Dear Mayor Gerardo Sanchez and Council members,

Presently, the YRMC Cancer Center Hispanic Support Group is considering our request for financial support in the sum of \$5,000.00.

This donation will be used for the benefit of our group members through the variety of activities that we regularly conduct throughout the month. In so far, we have been able to provide for monthly reunions, which require the investment of \$150.00, and even a trip whose sum was near \$3,200—all expense-free to our members.

Additionally, we held a dinner even in October titled “Short of Stars in the Center of Cancer” (Tarde de Estrellas en el Centro de Cancer) in which over 130 attendees gathered. We had a collective group of both patients and their loved ones. The budget for this event cost \$5,000 in dresses, food, music, equipment, decorations, and more.

All this effort, accomplished by our coordinators, friends, local businesses, and community in general, is directed towards and looking for individuals who are struggling through this battle with cancer—that they may find support and motivation from a family, such as we have all become, so they can face this terrible sickness that is robbing them of their physical and emotional health.

We thank you in advance for the support provided

Sincerely,

Maria Esparza, CHW and Hispanic Support Group coordinator

RECEIVED

FEB 24 2020



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. J.

Meeting Date: 08/12/2020

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 building of a temporary Fire Station #2. (Angel Ramirez, Fire Chief)

SUMMARY:

The Fire Station #2 project will get us to the east side of the city. Fire Station #2 will be built as temporary housing in order to respond in a more efficient and timely manner to the residents of East San Luis. We have seen our city grow exponentially, and it's time to have a presence in this area.

We also had our annual audit from the Arizona Department of Health Services (ADHS), and they recommend having a station on the east side because our response times keep increasing due to the location of Fire Station #1. Being able to maintain our response times down will make us provide better services and meet the standards imposed by ADHS on our Certificate of Necessity (CON).

Also, by having a station on the east side will also help us with our ISO (Insurance Services Office) rating. Right now, we are a class 3 Fire Department, but we were two (2) points away from obtaining a class 2 designation, which only 1,597 can say they have this designation in the country.

Fire Station #1 was built to house ten (10) firefighters. Today, we have 14 firefighters on a daily basis. During this pandemic, we have been actively seeking ways to minimize the spread of COVID-19 amongst the crews. It has been very difficult, but we have managed. It is necessary to be able to split up the crews because if one gets infected, there is a possibility that all crew members might get exposed and infected. This is something we don't want to have since it would create a shortage of personnel, and we would want to keep the same levels of staffing throughout this pandemic.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE STAFF TO EXPLORE OPTIONS FOR A SECOND PUBLIC SAFETY STATION IN THE EAST PART OF SAN LUIS.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$250,000
BUDGETED AMOUNT:	\$250,000
AVAILABLE AMOUNT TO TRANSFER:	0

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 806-860-90015.182

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

n/a



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 08/12/2020

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

Submitted By: Michelle Boucher, Administrative Coordinator, Police Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the city's acceptance of funds awarded from the Arizona Attorney General's Office (AGO) for the purpose of purchasing law enforcement safety equipment in the amount of \$25,000.00. **(Richard Jessup, Chief of Police)**

SUMMARY:

The Arizona Attorney General's Office (AGO) is committed to partnering with law enforcement across the state and ensuring police agencies have the support and resources necessary so law enforcement can do their job effectively and keep officers safe. Arizona Attorney General Mark Brnovich's Office has set aside approximately \$2.5 million in total funds of Arizona's portion of the Wells Fargo multi-state settlement monies for purposes of funding requests by Arizona law enforcement agencies to procure police safety equipment that is not currently funded by other sources. The goal of the AGO is to award funding to every eligible law enforcement agency in Arizona that requests qualified funding. Available funds have been divided into various award category funding tiers, based upon current agency Arizona Police Officer Standard Training (AZPOST) certification (as of 05/01/2020). The awarded funds are for a period of twelve (12) months upon notice of award and are subject to available funds. All funds must be expended by the end of the contract period. Agencies will be required to provide proof of purchase of approved equipment.

Currently, the San Luis Police Department has a total of 36 out of 41 sworn personnel positions, and all would be eligible to use the items that will be purchased. To date, the department has purchased a very limited quantity of upgraded firearms with tactical sights and communication equipment with designated Capital Improvement Projects (CIP) funds from last year's fiscal year budget. However, with the current pandemic and protests, personal protective equipment (PPE), and other needs required by many cities across Arizona cannot be obtained due to unavailable funds for this specialized equipment.

The San Luis Police Department has been awarded funding from the AGO for purposes of purchasing law enforcement safety equipment in the amount of \$25,000.00. The AGO is providing the San Luis Police Department with the flexibility to determine what safety equipment might be most beneficial for our officers.

We obtained quotes for equipment in the amount of **\$24,678.67** that has been approved during the application process with the AGO. A check for that amount will be issued to the San Luis Police Department for those purchases to be made. Proof of receipt and purchase must be provided to the AGO to meet the terms of the award.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ACCEPT FUNDS AWARDED FROM THE ARIZONA ATTORNEY GENERAL'S OFFICE AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No
CITY/STATE/FEDERAL FUNDS: NA
TOTAL: NA
BUDGETED AMOUNT: NA
AVAILABLE AMOUNT TO TRANSFER: NA
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: NA
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

Funds will be sent directly to the San Luis Police Department before the purchases are made. A separate general ledger account has been created for the funds to be deposited. After funds are received, and items are purchased, proof of payment will be sent to the AGO for verification.

The new accounts for these funds are

250-181-44000.172 (Special Rev-Public Safety, Police Department-Grant-OAG)

250-181-60035.172 (Special Rev- Public Safety, Police Department-Minor Tools/Equipment Supplies-OAG)

Attachments

Application & Quotes

Approval

Notice of Funds Available



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

June 30, 2020

Chief Richard Jessup
San Luis Police Department
1030 E Union St.
San Luis, AZ 85349
rjessup@cityofsanluis.org

RE: Law Enforcement Safety Equipment Funding

Dear Chief Jessup,

I am proud to announce that your agency has been awarded funding from the Arizona Attorney General's Office (AGO) for purposes of purchasing law enforcement safety equipment in the amount of \$25,000.

As Attorney General, I am committed to partnering with law enforcement across Arizona to help ensure that you have the support and resources you need to do your job and keep your officers safe.

During the 2019 legislative session, the AGO worked with the legislature to re-appropriate consumer settlement funds from our office for the purpose of providing safety equipment funding for law enforcement agencies. Individual funding amounts are based upon the number of law enforcement personnel with AZPOST certification in your agency as of May 1, 2020.

Our goal is to award funding to every eligible law enforcement agency in Arizona that requests funding for qualified purchases. Examples of law enforcement safety equipment include, but are not limited to, personal protective equipment (PPE) related to COVID-19 exposure, as well as more traditional equipment and gear necessary to protect your officers.

The AGO is providing law enforcement agencies with the flexibility to determine what safety equipment might be most beneficial for you officers, however, funding requests outside of the scope of the purpose of the funding may be rejected.

Attached, you will find a Law Enforcement Equipment Grant Funding application. We are asking that you review the application and provide an itemized description (including the quantity and cost) for the safety equipment you intend to purchase with the AGO funding.

Following approval from the AGO, your agency will receive the funds to acquire the approved requested equipment.

All applications must be received by July 24, 2020. Contact information is included in the attached application should you have any questions. More information is also available at <https://www.AZAG.gov/police-equipment-contracts>.

I thank you and I am grateful to your department and everything it does to help keep Arizona communities safe.

Respectfully,

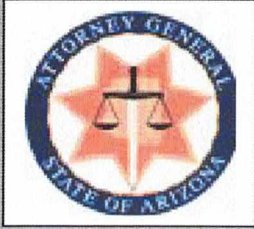
A handwritten signature in blue ink that reads "Mark Brnovich". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Mark Brnovich
Arizona Attorney General



Office of Arizona Attorney General
Mark Brnovich
Law Enforcement Equipment Funding Program
Notice of Funds Available

Law Enforcement Agency Name	San Luis Police Department		
Legal entity (government agency or body)	City of San Luis, Arizona		
Mailing Address	PO BOX 3720	County	Yuma
City	San Luis, AZ	Zip Code	85349
Chief / Sheriff	Richard Jessup	Phone	928-341-2420
Email	rjessup@sanluisaz.gov	Secondary Email	mboucher@sanluisaz.gov
Grant Contact	Lt. Marco Santana	Phone	928-341-2420
Email	msantana@sanluisaz.gov		
Total number of current law enforcement personnel with ACT certification (as of 05/01/20):	36	Total Funding Amount Requested:	\$24,678.67

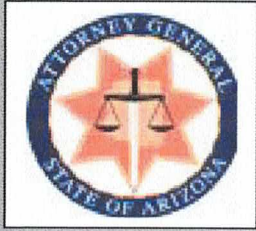


Office of Arizona Attorney General
Mark Brnovich
Law Enforcement Equipment Funding Program
Notice of Funds Available

Please explain how each item of requested equipment will assist with or promote officer safety.

Currently, the police department has issued side arms that come with night sights.

The department had purchased a very limited amount of requested items for the formation of a tactical response unit to aid in handling of high-risk situations. This in turn promotes officer safety since they can be placed or relocated to a perimeter position and not expose them to greater danger. The purchase of these items will outfit a few more members of the department into the unit and add to their officer safety with upgraded equipment. This also promotes the public's safety by having specialized equipment for a unit that aids in the successful outcome of high risk situations.



Office of Arizona Attorney General
Mark Brnovich
Law Enforcement Equipment Funding Program
Notice of Funds Available

Describe personnel who will use each type of equipment you propose to purchase.

Currently, the San Luis Police Department has a total of 36 out of 41 sworn personnel positions and all would be eligible to use the items to be purchased. To date, the department has purchased a very limited quantity of upgraded firearms with tactical sights and communication equipment with designated CIP funds from last year's fiscal year budget. However, with the current pandemic, protests, PPE equipment, and other needs required by many cities across Arizona, funds for this specialized equipment needed are not available and are not funded in this fiscal year's budget.

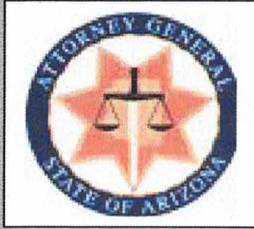
What is the expected timeline to purchase each type of equipment?

The goal is to have these items ordered and paid for in the next 3 months.

The special tactics unit for immediate training and qualifications with these necessary upgraded items can utilize the required firearms and communications equipment. Once ordered, these items will take six (6) months or longer to be delivered due to the current state of affairs.

Please verify that the AGO monies will not supplant funds, i.e., they will not be used to take the place of any existing state or federal funding for the purchase of the equipment.

As mentioned in question #2, the department had purchased a limited supply for the special tactics unit to assist with high priority or specialized tactical situations. The additional equipment being sought through this grant is not funded by any other means through the departments currently approved 2021 budget, and in fact, was declined due to funding sources for this year's fiscal budget, therefore, no funding is available for these needed items.



Office of Arizona Attorney General
Mark Brnovich
Law Enforcement Equipment Funding Program
Notice of Funds Available

Are there specific department-related funding requests that are outside the scope of this grant, but are needed by your agency and you would like to see addressed in the future? If so, please describe and explain the need.

Yes. By in large, smaller to medium sized police departments must operate on limited budgets and seek outside grants and funding for specialized equipment. In addition, in some instances, police officers purchase their own equipment to aid in high-risk situations.

With the City of San Luis being one of the very few Arizona cities that does not have property taxes to help with funding public safety, we are constantly looking for opportunities from outside funding sources and grants to assist with much needed equipment and training.

The ability to have every officer of the department be issued riot gear, tactical weapons with upgraded equipment, specialized vehicles for tactical high-risk situations, and other equipment is not possible due to the limitation of budgeted funds and CIP funding. Currently, we only have enough of this specialized equipment to outfit 30% of the departments sworn personnel who would handle calls for service until our tactical unit (not full time unit to get assembled and on scene).

Authorized Signature:

Printed Name:

Richard Jessup

Title:

Chief of Police

Date:

July 15, 2020

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

P R I C E	QUOTE#	PAGE
	501274	1
Q U O T E	SHIP DATE	
	A.S.A.P.	

****THIS QUOTE EXPIRES 45 DAYS FROM DATE OF QUOTE****

SOLD
TO

CITY OF SAN LUIS
 ACCOUNTS PAYABLE
 PO BOX 3720
 SAN LUIS AZ 85349-7740

SHIP
TO

SAN LUIS POLICE DEPT
 NIGEL REYNOSO
 1030 E UNION STREET
 SAN LUIS AZ 85349-3720

928-341-2477

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	07/08/20	007207	A	JIM HALSTED	F-2D FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
6	PA455S702MOS GLK LE 45G5 9MM PST GNS 17RD MOS FSS 3 MAGS	481.00	EA .00	2,886.00
6	AC32064 TRJ RMR MOUNTING KIT GLK MOS	14.00	EA .00	84.00
6	GL201-C-600649 TRJ BRIGHT/TOUGH SUP N/S GRN GLK 17/19/34 MOS	100.00	EA .00	600.00
1	XFET THIS ITEM FET OUT	.00	EA .00	.00
<p>IMPORTANT NOTICES: This quotation is based on the issuance of a department purchase order, F.A.E.T. Exemption, payment by check in 30 days (unless otherwise agreed) and in stated quantities. ATF or the manufacturer may require additional forms. Sample forms may be found at: http://www.ProForceonline.com/forms.html purchase order and F.E.T. form to (928)445-3468. PLEASE MAIL ORIGINALS to ProForce Law Enforcement, 2625 Stearman RD. Ste A, Prescott, AZ 86301.</p> <p>Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate</p>				

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

P R I C E Q U O T E	QUOTE#	PAGE
	501274	2
	SHIP DATE	
		A.S.A.P.

****THIS QUOTE EXPIRES 45 DAYS FROM DATE OF QUOTE****

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 ACCOUNTS PAYABLE
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928-341-2477

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	07/08/20	007207	A	JIM HALSTED	F-2D FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	<p>purchase orders for each item will be necessary.</p> <p>Standard manufacturer's warranty applies to all department purchases unless otherwise specifically noted.</p> <p>This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.</p> <p>A 20% restocking fee will apply to all returned goods. Please call us for a return authorization number.</p> <p>This quote is valid for 45 days from date of quote pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration.</p> <p>ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to ryan.schreiber@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order. Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items</p> <p>IMPORTANT: To order from this quotation, please sign below.</p>			

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT

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 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

P R I C E	QUOTE#	PAGE
	501274	3
Q U O T E	SHIP DATE	
	A.S.A.P.	

****THIS QUOTE EXPIRES 45 DAYS FROM DATE OF QUOTE****

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 ACCOUNTS PAYABLE
 PO BOX 3720
 SAN LUIS AZ 85349-7740

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SAN LUIS POLICE DEPT
 NIGEL REYNOSO
 1030 E UNION STREET
 SAN LUIS AZ 85349-3720

928-341-2477

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	07/08/20	007207	A	JIM HALSTED	F-2D FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	Printed Name: _____ - Date: _____ P.O.: _____ - Signature: _____			

COMMENT FOR NIGEL REYNOSO BY RYAN SCHREIBER TERMS DUE NET 30 DAYS	SALES AMOUNT 3,570.00 9.100% SALES TAX SUB TOTAL 3,894.87
--	---

YOUR LETTERHEAD HERE

Date: _____

PROFORCE LAW ENFORCEMENT

2625 Stearman Road, Ste A
Prescott, AZ 86301

TO WHOM IT MAY CONCERN:

Our department / agency is purchasing the following firearm(s) for official department use only. I certify that the firearm(s) purchased are not for transfer or resale.

The firearm(s) to be purchased is/are listed below: Agency ORI#

Quantity	Manufacturer	Specific Model and Description

Printed or Typed Name of Department Chief, Sheriff or Equivalent

Signature of Department Chief, Sheriff or Equivalent

Please Bill To:

Please Ship To:

**DEPARTMENT OF THE TREASURY
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU**

EXEMPTION CERTIFICATE (USE BY STATE OR LOCAL GOVERNMENTS)
(For use by State and local governments (section 4221(a)(4) of the Internal Revenue Code).)

_____, 20__ I hereby certify that I am _____
(Month & Day) (Title of Officer)
of _____; that I am authorized to execute this certificate; and that
(State or local government)

(check applicable type of certificate):

- The article or articles specified in the accompanying order, or on the reverse side hereof, (or)
- All orders placed by the purchaser for the period commencing _____ and ending _____,
(Date) (Date)
(period not to exceed 12 calendar quarters)
- are, or will be, purchased from _____ Glock _____ for the
(Name of manufacturer)
- exclusive use of _____
(Governmental unit)
- of _____
(State or local government)

I understand that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use¹. I understand that fraudulent use of this certificate for the purpose of securing this exemption will subject me and all parties making such fraudulent use of this certificate to all applicable criminal penalties under the Internal Revenue Code.

SIGNATURE

PRINTED NAME

ADDRESS

¹ A sale of an article to a State or local government for resale is not considered to be a sale for the "exclusive use" of the State or local government, within the meaning of section 4221(a)(4) of the code, and, therefore, such sales may not be made tax-free. Such sales may not be made tax-free even if the resales are made to government employees, or the article is an item of equipment the employee is required to possess in carrying out his duties.

PAPERWORK REDUCTION ACT NOTICE

This request is in accordance with the Paperwork Reduction Act of 1995. In some cases, persons who sell firearms or ammunition tax-free use specific exemption certificates to support the tax-free sales. This form contains all required information for a properly executed certificate. This is being provided to promote uniformity among excise taxpayers and eliminate the need for taxpayers to design their own certificates. The information requested is required by Title 27, Code of Federal Regulations, Part 53.

We estimate the average burden associated with this collection of information is 45 minutes per respondent or recordkeeper, depending on your individual circumstances. Address your comments concerning the accuracy of this burden estimate and suggestions to reduce this burden to: Reports Management Officer, Regulations and Rulings Division, Alcohol and Tobacco Tax and Trade Bureau, Washington, DC 20220.

TTB may not conduct or sponsor and you are not required to respond to, a collection of information unless it displays a current, valid OMB control number.

DIAMONDBACK

POLICE SUPPLY CO., INC.

7030 E. BROADWAY BLVD

TUCSON, AZ. 85710

PH: (520) 222-6008 FX: (520) 886-8314

TOLL FREE: (800) 789-2717

lesales@dbackpolice.com

July 13, 2020

Lt. Nigel Reynoso
San Luis Police Department

Lt. Reynoso,

Per your request, enclosed is the pricing on the equipment that you asked about.

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
6	Trijicon RMR Type 2 Red dot sight, 3.25 MOA adjustable LED, black. RM06-C-700672	\$469.95	\$2,819.70
		Subtotal:	\$2,819.70
		8.7% Sales Tax:	\$245.31
		TOTAL:	\$3,065.01

Payment Terms: Net – 30 days

Freight: Prepaid, FOB – Destination

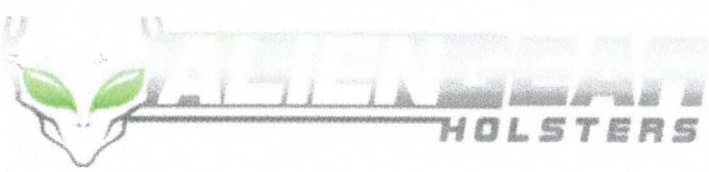
Delivery: **6-10 Weeks ARO Currently backordered with factory**

Please call if you have any questions or need additional information.

Thank you for your consideration and continued support.

Regards,

Jon Talakte
Law Enforcement Sales



quote # 5577251
 quote Date: Jul 9, 2020

Sold to:	Ship to:
Nigel Reynoso San Luis Police Department 1030 Union Street Attn:Nigel Reynoso San Luis, Arizona, 85349 United States T: 928-920-5348	Nigel Reynoso San Luis Police Department 1030 Union Street Attn:Nigel Reynoso San Luis, Arizona, 85349 United States T: 928-920-5348

Payment Method	Shipping Method:
No Payment Information Required	Total Shipping Charges: \$31.12 UPS - UPS Ground

Products	SKU	Qty	MSRP	Discount	Unit Price	Subtotal
Glock - 19 Rapid Force Duty Holster	Sku: RFSL-0057-RH-HM-MT-BK-MED-LL-LVL3-M RDS Gtin: 00193858018676	9	155.88	15	132.5	1192.5
Glock - 19 Rapid Force Duty Holster	Sku: RFSL-0057-LH-HM-MT-BK-MED-LL-LVL3-M RDS Gtin: 00193858018690	1	155.88	15	132.5	132.5

Subtotal	\$1325
Shipping and Handling	\$31.12
Discount	-\$233.8
Tax	\$0
Grand Total	\$1356.12

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Tedder Industries LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4411 W. Riverbend Ave.

6 City, state, and ZIP code
Post Falls, ID 83854

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
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or

Employer identification number

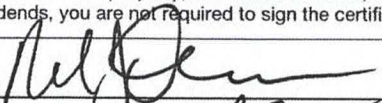
8	3	-	1	6	8	7	6	5	2
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **1/20/2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



WWW.SRTSUPPLY.COM

Quote Requested by: _____ Date: 7.15.20

Name LT Nigel Reynoso

Agency San Luis Police Department

Address 1030 Union Street

City, State San Luis, AZ Zip 85349

Phone 928-341-2437 Fax _____

Email nreynoso@sanluisaz.gov

Ship to:

Name LT Nigel Reynoso

Agency San Luis Police Department

Address 1030 Union Street

City, State San Luis, AZ Zip 85349

Phone 928-341-2437 Fax _____

Email nreynoso@sanluisaz.gov

EMAIL, FAX or MAIL QUOTE FORM
sales@srtsupply.com
Fax: (727) 527-6893
Mailing Address: SRT Supply 2870 Scherer Drive Suite 300 St. Petersburg, FL 33714
Phone: (727) 526-5451

Qty	Part # (if available)	Item Name/Description	Size/Color/Type	Unit Price	Total Price
6	10037684	ULW Ballistic Helmet weighs 1.2 lbs - Color Coyote Brown - Large - Rails - NVG - Size Large - Dial Retention System	Ten-Year Warranty Coyote Brown	\$862.00	\$5,172.00
6	MT20H682FB-47N-CY	3M Peltor ComTac VI NIB - Headband and ARC Combination System - Single Com Downlead - Comes With Gel Ear Cushions	Coyote Brown	\$710.00	\$4,260.00
6	FL5063-02	PTT For The Motorola Radios	Black	\$205.00	\$1,230.00
					\$0.00
					\$0.00

Please email fax mail My Quote

Subtotal	\$10,662.00
Disc. (Credits, etc)	
Tax	
Shipping	\$120.00
TOTAL	\$10,722.00

Shipping Instructions, Comments, Etc.

SRT Use Comments/Questions

Thank You!

We appreciate the opportunity to serve you. One of our sales representatives will respond to your quote request within 24 hours of receipt.

SRT Use	
Date Received:	7.15.20
Quote Generated by:	Pat Wood
Date Completed:	7.15.20
SRT Quote #:	20201305

Quotes valid for 30 days. Non-transferable

Botach Inc.
 4775 West Harmon Ave
 Las Vegas, NV 89103 US
 +1 7862828680
 Sales@Botach.com
 https://www.botach.com/

Estimate

BOTACH

ADDRESS
San Luis Police Department 1030 E. Union Street PO Box 3720 San Luis, AZ 85349 USA

SHIP TO
San Luis Police Department 1030 E. Union Street PO Box 3720 San Luis, AZ 85349 USA

ESTIMATE #	DATE
13798462	07/14/2020

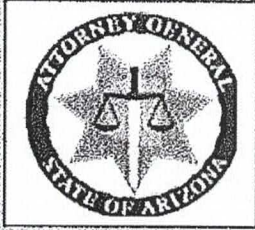
ACTIVITY	QTY	PRICE	AMOUNT
Sales HA-HN (N Series) Ceradyne -SAP Item# 10037684 High Cut Helmet D30 -7 Pad Dial Retention Rails NVG Color: Coyote Size??	6	850.00	5,100.00
Sales 3M Peltor ComTac 6 Communication Headsets Headband w/ARC Rails Included 3M-MT20H682FB-47N-CY	6	750.00	4,500.00
Sales 3M Peltor FL5063-02 PTT Adapters For Motorola APX Series	6	200.00	1,200.00

BOTACH INC
 Samy Hecker
 Government Sales Team
 SAMY@botach.com
 (702)475-6568

SUBTOTAL	10,800.00
SHIPPING	80.00
TOTAL	\$10,880.00

Accepted By

Accepted Date



Office of Arizona Attorney General
Mark Brnovich
Law Enforcement Equipment Funding Program

Notice of Funds Available

STATUTORY TERMS AND CONDITIONS

- 1. Applicable Law** – In accordance with ARS § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
- 2. Non-Availability of Funds** – In accordance with ARS § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 3. Audit** – In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- 4. Conflict of Interest** – In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or 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 of the Contract.
- 5. Non-Discrimination** – In accordance with ARS § 41-1461, et seq, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
- 6. E-Verify** – In accordance with ARS § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.
- 7. Arbitration** – In accordance with ARS § 12-1518, the parties to agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

Authorized Signature: 

Printed Name: Richard Jessup

Title: Chief of Police Date: 7-20-2020

Michelle Boucher

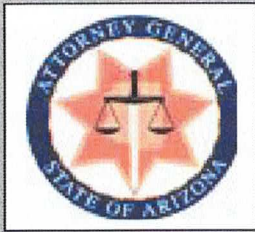
From: EquipmentGrants <equipmentfunding@azag.gov>
Sent: Thursday, July 16, 2020 4:15 PM
Cc: Stevens, John; Anderson, Ryan
Subject: [EXTERNAL] Police Officer Safety Equipment Funding

On behalf of Attorney General Brnovich, we are pleased to inform you that the Police Officer Safety Equipment you requested to purchase with the funding from the AGO will be approved. It is our intent that you will receive your requested funding for your approved requests within the coming weeks. Please provide final purchase receipts to our office once you have ordered the approved equipment.

Congratulations, and thank you again for your continued service to the citizens of Arizona.

Rachelle Lumpp
Office of the Arizona Attorney General
2005 N. Central Avenue
Phoenix, AZ 85004
602-542-8351 Office
rachelle.lumpp@azag.gov





Office of Arizona Attorney General
Mark Brnovich
Law Enforcement Equipment Funding Program

Notice of Funds Available

PURPOSE

The Office of Arizona Attorney General Mark Brnovich (AGO) has set aside approximately \$2.5 million in total funds of Arizona's portion of the Wells Fargo multistate settlement monies for purposes of funding requests by Arizona law enforcement agencies to procure police safety equipment that is not currently funded by other sources. The goal of the AGO is to award grants to every eligible law enforcement agency in Arizona that requests qualified funding for officer safety equipment. **Funding will be awarded in capped contract amounts to eligible agencies based on the current number of law enforcement personnel with AZPOST certification in each agency as of May 1, 2020.**

AVAILABLE FUNDS

Grant awards of up to **\$25,000** are available for law enforcement agencies with a **AZPOST certified office workforce of 25-49 certified officers**. The grant funds will be distributed through an executed Intergovernmental Agreement (see Attachment I) between the agency and the AGO. The Awarded funds are available for a period of twelve (12) months upon notice of award and are subject to available funds. All funds must be expended by the end of the contract period. Agencies will be required to provide proof of purchase of approved equipment purchased with AGO funds.

Available funds have been divided into ten (10) award category funding tiers, based upon current agency AZPOST certification (as of 05/01/2020).

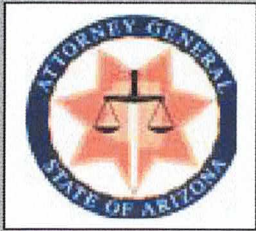
In the event eligible submission requests in a particular funding category exceed the capped amount of funds available for that funding tier, the overall money distributed to each qualified requestor in that tier will be adjusted proportionally.

ELIGIBLE LAW ENFORCEMENT AGENCIES

Applications can be submitted by law enforcement agencies identified by the AGO that include local governmental police departments, County Sheriff offices, and Tribal law enforcement offices. Statewide agencies and county attorney offices are not eligible for grant awards. Agencies that serve a primary function as game or wildlife management are not eligible for funding. Agencies affiliated with community colleges, state universities, or private universities are not eligible for funding. Agencies with an AZPOST certified force of less than two (2) officers are not eligible for funding.

ALLOWABLE SAFETY EQUIPMENT

Examples of police safety equipment include, but are not limited to: personal protective equipment (PPE), body armor, body cameras and video storage, improvements and repairs to existing law enforcement patrol vehicles, replacement side arms, radios, GPS, cuffs and restraints devices, holsters, recording devices, shields, batons, helmets, and / or electrical incapacitation devices. The AGO is providing each law enforcement agency with the flexibility to determine what safety equipment is most appropriate for each agency, however, the AGO reserves the right to reject any funding request that is determined to be outside of the scope or purposes of law



Office of Arizona Attorney General
Mark Brnovich
Law Enforcement Equipment Funding Program
Notice of Funds Available

enforcement safety equipment. Funds from the AGO may be used to fund portions of requested qualified equipment. Agencies are encouraged to request full funding made available by the AGO.

REQUIREMENTS

Applications should provide a clear response to each question below and include a Cost Sheet (see Attachment II) with a narrative that provides a clear and concise explanation of the methods used to determine the actual anticipated costs for each line item in the budget. The AGO will provide funding to law enforcement agencies that intend to purchase pre-approved safety equipment or that can provide proof of planned purchase orders of pre-approved safety equipment. Previously purchased safety equipment is not eligible for reimbursement.

The AGO reserves the right to reject any initial funding request in whole or in part for any reason. Approved safety equipment purchases cannot be altered or modified without express prior written authorization from the AGO.

The application must be signed by the head of the agency or an authorized agency representative. **Completed applications must be received or postmarked by July 24, 2020.** Please email EquipmentFunding@azag.gov or mail to:

Office of the Attorney General - Procurement Section
2005 N. Central Avenue
Phoenix, AZ 85007
Attn: Cindy Palmer, Procurement Officer
Cindy.Palmer@azag.gov
(602) 542-8986



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 08/12/2020

Department Head: Derek Duenas, IT Manager, Administration, Information Technology

Submitted By: Derek Duenas, IT Manager, Administration, Information Technology

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval to change the existing Federal contract with Verizon to State contract NASPO. **(Derek Duenas, IT Manager)**

SUMMARY:

Staff is recommending changing the existing agreement with Verizon from a Federal to State contract. The change in the contract will allow the City of San Luis to gain access to additional services and cellular plans that are not available under our existing Federal contract. One of the plans that would become available includes low-cost roaming services which is becoming a necessity.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE VERIZON WIRELESS PLAN TO THE STATE CONTRACT USING THE TERMS OF NASPO VALUE POINT AS PRESENTED FOR AN ESTIMATED YEARLY COST OF \$111,255.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$111,255
BUDGETED AMOUNT: YES
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: XXX.XXX.80046 \$111,255
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

For Fiscal Year we have budgeted \$111,255. We estimate the funds we budgeted for FY 20-21 will be enough to cover this contract. Funds are withdrawn from each department depending on the amount of cellular services assigned to the department.

Attachments

NASPO MA152

Verizon Wireless Price Sheet Category 1: Wireless Voice and Data 22% Discount Offer

NASPO ValuePoint (NVLPT) Contract for Services #: MA152, Solicitation #: CJ18012, Vendor#: 94253A

Definitions:

- Bring Your Own Device (BYOD) Equipment:** Any device that a customer purchases from a third party or Verizon at full retail price, without subsidies, credits or other discounts.
- Bring Your Own Device (BOYD) Plans:** Verizon Wireless voice, data, or M2M plans under this agreement that are available for any device that a customer purchases from a third party or Verizon at full retail price without subsidies, credits or other discounts. In order to qualify for a BYOD plan, devices purchased from third parties must further be unlocked and approved by Verizon for use on the Verizon network. Verizon reserves the right to remove from a BYOD plan any customer device that is found to not be in compliance with this provision.
- Customer:** A Purchasing Entity as defined under the Agreement
- Eligible Data Feature(s):** Any generally available Verizon Wireless data feature with a monthly access fee of \$24.99 or higher, added to an Eligible Calling Plan, that does not prohibit discounts.
- Eligible Plan(s):** Any generally available Verizon Wireless voice, data or M2M plan with a monthly access fee of \$34.99 or higher that does not prohibit discounts.
- Equipment:** Wireless telephones, data modems and similar devices and ancillary accessories used in conjunction with Wireless Service.
- Government Subscriber:** An employee of Customer utilizing Wireless Service whose account is set up in Customer's name and for which Customer bears payment responsibility.
- Machine to Machine Service (M2M Service):** M2M refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.
- M2M Line(s):** An individual line of M2M Service used under this Pricing and Equipment Proposal which is set up in Customer's name and for which Customer bears responsibility.
- Subsidized Equipment:** Purchased at Verizon Wireless government matrix and/or government promotional price.
- Subsidized Plan:** Verizon Wireless voice, data or M2M plan under this agreement eligible for Subsidized Equipment purchase.
- Wireless Service:** Each and every radio service provided directly or indirectly by Verizon Wireless.

Plans, Features, Rates and Charges: The voice, data or M2M plan and any options, features or applications that are selected by the Customer determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Some plans may have restrictions on the type of Equipment that can be activated on them. Commercially Available Plans options, features, and applications may be made available under this agreement. Information about Commercially Available Plans, options, features, and applications (i.e., any calling plan, IoT solution, or turnkey solution that is made commercially available to Verizon's B2B and/or Consumer customers) and their terms and conditions may be obtained on verizonwireless.com or from Verizon Wireless government sales representatives. Commercially Available Plans, options, features, and applications may be modified and/or removed from the contract at any time as they are modified or discontinued commercially. The voice, data or M2M plan monthly access fees and non-promotional allowance of minutes and/or megabytes for each line will not change during the Line Term as long as Customer does not change plans on that line. If Customer changes or upgrades Equipment, Verizon Wireless may require it to change to a then-current plan that is compatible with the changed or upgraded Equipment. Customer may not activate Equipment purchased at a discount from Verizon Wireless on M2M Lines. Government discounts and pricing may not be available to purchases made through agents or at retail store locations.

Term of Lines (Line Term): The term for each line (the "Line Term") begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line (24 months or 2 years). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service continues on a month-to-month basis. Activation fees are waived for Government Subscribers on voice and data plans and for M2M Lines.

M2M Management Center (ThingSpace Manage): The Machine-to-Machine Management Center ("M2M Management Center") provides Customer with the ability to remotely monitor and manage its M2M devices. If Customer desires to access and use the M2M Management Center, it must so request in writing, and Verizon Wireless shall provision the M2M Management Center on Customer's account. Applicable rates and charges, if any, shall be set forth in this Addendum. The M2M Management Center set-up time is estimated to take four to six weeks. The rights granted to Customer herein for access to and use of the M2M Management Center are specific to Customer and may not be transferred to another party without Verizon Wireless' prior written consent. Verizon Wireless retains full and exclusive ownership of all intellectual property rights associated with the M2M Management Center including any alterations, modifications, improvements and derivative works thereof.

Access Discount: Government Subscribers are eligible for a 22% access discount on qualified plans and features where noted.

Accessory Discount. Government Subscribers are eligible to receive a 25% discount from the retail price of qualifying accessories.

Subsidized Equipment: Subsidized equipment (Equipment) purchased under MA152 is provided to the Customer at a significant discount, subject to the Customer meeting certain conditions. If the Customer moves the Equipment to a Lesser Price Plan, or disconnects the Equipment from the network, at any time during the first 24 months after the Equipment is activated, the Customer shall pay a Subsidy Recovery as defined below. A Lesser Price Plan is: a) for smart phones, any plan that is less than \$19.99 per month, plus required data feature (voice and data bundles qualify) after any applicable discounts; b) for internet devices, any plan that is less than \$19.99 per month after any applicable discounts; and c) for basic phones, any plan that is less than \$14.99 per month after any applicable discounts.

Subsidy Recovery: We are able to make Equipment available to our government customers at significantly lower prices than the manufacturer's list prices by offering various subsidies in exchange for the customer meeting certain conditions. Here, if the Customer purchases Equipment from Verizon Wireless at a discounted price and then disconnects that Equipment from the Verizon network, or moves the Equipment to a Lesser Price Plan, prior to the expiration of 24 months after the date of activation, Verizon Wireless may recover a Subsidy Recovery for the disconnected Equipment. The Subsidy Recovery will be the difference between the full retail price of the Equipment at time of purchase and the discounted price paid by the Customer for the Equipment, plus any additional service discounts, credits, waived fees, and other offers provided, less 1/24 of that amount for each month the Equipment was connected to the line of service

Custom NVLPT Voice and Data Plans

Custom Business Plans for Basic and Smartphones Government Subscribers Only These plans reflect the monthly access fee discount. No additional discounts apply.			
	Basic Phones	Smartphones	
Monthly Access Fee with Business Email Before Discount	\$25.00 (94664/94578)	\$58.44 (31585/31582)	\$64.94 (31587)
Monthly Access Fee with Business Email After Discount	\$25.00	\$45.58	\$50.65*
Data Allowance	100 MB (Shared)	4 GB (Shared)	Unlimited
Data Overage Rate	\$10.00 per GB		N/A
Mobile Hotspot	N/A	Included ¹	
Monthly Anytime Minutes	Unlimited		
Domestic and International Messaging Allowance ²	Unlimited		

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G LTE basic phones or 4G HD voice-capable smartphones, except that existing lines on 3G basic phones or smartphones may change to these plans while 3G service is available.

¹Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices.

²Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

*If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

Data Account Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

Data Profile Sharing: Lines on the same profile/Company ID can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.

Custom Business Plans for Basic and Smartphones - BYOD**

Government Subscribers Only

These plans reflect the monthly access fee discount. No additional discounts apply.

	Smartphones	
Monthly Access Fee with Business Email Before Discount	\$38.96 (31583/31586)	\$45.45 (31588)
Monthly Access Fee with Business Email After Discount	\$30.38	\$35.45*
Data Allowance	4 GB (Shared)	Unlimited
Data Overage Rate	\$10.00 per GB	N/A
Mobile Hotspot	Included ¹	
Monthly Anytime Minutes	Unlimited	
Domestic and International Messaging Allowance ²	Unlimited	

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G LTE basic phones or 4G HD voice-capable smartphones, except that existing lines on 3G basic phones or smartphones may change to these plans while 3G service is available.

¹Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices.

²Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

*If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

Data Account Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

Data Profile Sharing: Lines on the same profile/Company ID can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.

Bring Your Own Device (BYOD): Plans where the user will supply their own mobile device and require only network service from the carrier.

**Any device that a customer purchases from a third party, or Verizon at full retail price without subsidies, credits or other discounts. In order to qualify for a BYOD plan, devices purchased from third parties must further be unlocked and approved by Verizon for use on the Verizon network. Verizon reserves the right to remove from a BYOD plan any customer device that is found to not be in compliance with this provision.

Custom Business Plan for Smartphones and 300 Voice Mins

Government Subscribers Only

This plan reflect the monthly access fee discount. No additional discounts apply.

Monthly Access Fee with Business Email Before Discount	\$51.95 (31589/31590)
Monthly Access Fee with Business Email After Discount	\$40.52
Data Allowance	Unlimited*
Mobile Hotspot	Included ¹
Monthly Anytime Minutes Shared	300
Per Min Rate After Allowance	\$0.25
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Domestic and International Messaging Allowance ²	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on this plan must be on 4G HD voice-capable smartphones, except that existing lines on 3G smartphones may change to this plan while 3G service is available.

¹Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices.

²Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

*If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

Voice Account Sharing: At the end of each billing cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

Voice Profile Sharing: At the end of each billing cycle, any unused voice allowances for lines sharing across multiple accounts on the same profile/Company ID will be applied proportionally to all lines with overages.

Custom 4G Business TravelPass Feature¹

Government Subscribers Only

Rates are not eligible for discounts.

Canada and Mexico Daily Rate ²	\$2.00
Rest of World Daily Rate ^{2,3}	\$10.00
Non-Travel Pass Countries ⁴	Pay As You Go Rates

Notes: ¹This feature requires a 4G LTE GSM/UMTS global-capable device. ²The daily rate covers a 24-hour time period. ³For eligible countries, ⁴non-TravelPass country rates and additional information, go to www.verizonwireless.com/international. For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer.

This feature can only be added to lines activated on the following plans: Custom Business Plans for Basic and Smartphones – Subsidized, Custom Business Plans for Basic and Smartphones -BYOD**

Custom Business Plans for Data Devices Government Subscribers Only			
These plans reflect the monthly access fee discount. No additional discounts apply.			
	Tablets, Notebooks, Jetpacks, USBs, MiFi's and Air cards		
Monthly Access Fee Before Discount	\$10.00 (31598/37343)	\$38.96 (31591/31600)	\$39.99 (98715)
Monthly Access Fee After Discount	\$10.00	\$30.39	\$39.99
Shared Data Allowance	150KB (Shared)	4 GB (Shared)	Unlimited*
Data Overage Rate	\$10.00 per GB		N/A
<p>Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G data devices, such as USBs, tablets, notebooks, jetpacks, etc., as indicated above, except that existing lines on 3G data devices may change to these plans while 3G service is available.</p> <p>*If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.</p> <p>Data Account Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.</p> <p>Data Profile Sharing: Lines on the same profile/Company ID can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.</p>			

Custom Business Plans for Data Devices – BYOD**			
Government Subscribers Only			
These plans reflect the monthly access fee discount. No additional discounts apply.			
	Tablets, Notebooks, Jetpacks, USBs, MiFi's and Air cards		
Monthly Access Fee Before Discount	\$1.00 (31599/37347)	\$25.00 (31592/31601)	\$45.44 (31597)
Monthly Access Fee After Discount	\$1.00	\$25.00	\$35.44
Data Allowance	150KB (Shared)	4 GB (Shared)	Unlimited*
Data Overage Rate	\$10.00 per GB		N/A
<p>Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G data devices, such as USBs, tablets, notebooks, jetpacks, etc., as indicated above, except that existing lines on 3G data devices may change to these plans while 3G service is available.</p> <p>*If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.</p> <p>Data Account Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.</p> <p>Data Profile Sharing: Lines on the same profile/Company ID can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.</p> <p>Bring Your Own Device (BYOD): Plans where the user will supply their own mobile device and require only network service from the carrier.</p> <p>**Any device that a customer purchases from a third party, or Verizon at full retail price without subsidies, credits or other discounts. In order to qualify for a BYOD plan, devices purchased from third parties must further be unlocked and approved by Verizon for use on the Verizon network. Verizon reserves the right to remove from a BYOD plan any customer device that is found to not be in compliance with this provision.</p>			

Custom Mobile Broadband Data Share Plans for Tablets – BYOD**

Government Subscribers Only

These plans reflect the monthly access fee discount. No additional discounts apply.

Monthly Access Fee Before Discount	\$15.00 (18868/31616)
Monthly Access Fee After Discount	\$15.00
Data Allowance	1 GB (Shared)
Data Overage Rate	\$10.00 per GB

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G tablets, except that existing lines on 3G tablets may change to these plans while 3G service is available.

Data Account Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

Data Profile Sharing: Lines on the same profile/Company ID can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.

Bring Your Own Device (BYOD): Plans where the user will supply their own mobile device and require only network service from the carrier.

**Any device that a customer purchases from a third party, or Verizon at full retail price without subsidies, credits or other discounts. In order to qualify for a BYOD plan, devices purchased from third parties must further be unlocked and approved by Verizon for use on the Verizon network. Verizon reserves the right to remove from a BYOD plan any customer device that is found to not be in compliance with this provision.

Legacy Custom NVLPT Voice and Data Plans

NVLPT Nationwide for Government Share Calling Plans			
The calling plans below reflect the monthly access fee discount. No additional discounts apply.			
NVLPT Nationwide for Government Account Share	0 Minutes	100 Minutes	200 Minutes
Monthly Access Fee	\$15.99 ¹ (86137)	\$23.98 (80006)	\$27.29 (73736)
NVLPT Nationwide for Government EVP (Profile) Share	0 Minutes	100 Minutes	200 Minutes
Monthly Access Fee	\$15.99 ¹ (86136)	\$23.98 (80010)	\$27.29 (73575)
Monthly Anytime Voice Minutes	0	100	200
Domestic Voice Overage Rate	\$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Data Sent or Received	\$1.99/ MB or per data package ²		
Domestic Text, Picture and Video Messages	100 Included (76678) Overage per message: Incoming Text \$0.02/ Outgoing Text \$0.10 / Pic & Video \$0.25		
Optional Features			
Domestic Text, Picture and Video Messages	Unlimited (75439) \$12.00 per line		
Domestic Push To Talk Plus	Not Available	\$2.00 (Basic phone- 83270)	
<p>Notes Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹The \$15.99 zero access plan can only be 50% of an accounts total share lines. ²Smartphones and Data Multimedia Phones require a data package. 4G service requires 4G Equipment and 4G coverage.</p> <p>Account Share Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.</p> <p>EVP (Profile) Share - Voice Sharing (Domestic Only): At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages.</p>			

NVLPT Local Flat Rate Calling Plan	
The calling plan below reflects the monthly access fee discount. No additional discounts apply.	
NVLPT Local Flat Rate Calling Plan	Government Subscribers Only
Monthly Access Fee	\$8.99 (Market specific)
Domestic Anytime Minutes	0
Per Minute Rate	\$0.10
Domestic Long Distance	Included
National Access Roaming	\$0.69
Domestic Data Sent or Received	\$1.99 / MB or per data package ¹
Optional Features	
1000 Domestic Night & Weekend Minutes OR 1000 Nationwide Mobile to Mobile	\$5.00 additional monthly access fee per line (72062)
<p>Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹3G/4G Smartphones and 3G/4G Multimedia Phones require a data package.</p>	

NVLPT 3G/4G Nationwide Email for Government Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

NVLPT Nationwide for Government	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes
Monthly Access Fee (non-share)	\$61.53 (74510)	\$78.19 (74512)	\$93.58 (74514)
Monthly Access Fee less discount (non-share)	\$47.99	\$60.99	\$72.99
Monthly Access Fee (Account share)	\$64.09 (74511)	\$80.76 (74513)	\$96.16 (74515)
Monthly Access Fee less discount (share)	\$49.99	\$62.99	\$75.00
Monthly Access Fee (EVP (Profile) share)	\$64.09 (76369)	\$80.76 (76370)	\$96.16 (76371)
Monthly Access Fee less discount (EVP (Profile) share)	\$49.99	\$62.99	\$75.00
Monthly Anytime Voice Minutes	400	600	1000
Friends & Family (up to 10 numbers per account)	Included		
Voice Overage Rate	\$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Domestic Data Allowance	Unlimited*		
Domestic Text (SMS) and Multimedia (MMS) Messages	Unlimited		
Optional Features			
Domestic Push To Talk Plus	\$2.00 (Smartphone- (76785/81129/81174)		
Unlimited Hotspot/Tethering	\$10.00 per line (82219 3G) (76445 4G)		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options.

Account Share Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

Profile Share - Voice Sharing (Domestic Only): At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages.

*Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

NVLPT 3G/4G Nationwide Email for Government Nationwide Add-a-Line Plan

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

NVLPT 3G/4G Nationwide Email for Government Add-a-Line Plan	Government Subscribers Only
Monthly Access Fee	\$35.99 ¹ (86140)
Monthly Anytime Voice Minutes	0 Minutes Minutes can share minutes from voice & data bundle plans
Domestic Voice Per Minute Rate	\$0.25
Domestic Night & Weekend Minutes	Unlimited
Domestic Nationwide Mobile to Mobile	Unlimited
Domestic Long Distance	Included
Domestic Data Allowance	Unlimited*
Domestic Text (SMS)	Unlimited

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹The \$35.99 Add-a-Line plan can only be 50% of an accounts total share lines. The \$35.99 Add-a-Line plan shares with the NVLPT Nationwide for Government 400, 600 and 1000 minute plans.

* Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

Account Share Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

NVLPT Smartphone Calling Plans for Government Subscribers

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Includes Wireless Sync or BlackBerry Solution compatible with Microsoft Outlook, Lotus Notes, POP3, and IMAP email accounts. .

Monthly Access Fee	\$35.99 (86139)
Domestic MB Allowance	Unlimited*
Domestic Voice Per Minute Rate ¹	\$0.12
Domestic Nationwide Mobile to Mobile	Unlimited
Domestic Text (SMS) and Multimedia (MMS) Messages	Unlimited
Domestic Long Distance ²	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject to the Data Services terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), Smartphone and BlackBerry Plans. Current coverage details can be found at www.verizonwireless.com. ¹Per minute roaming applies to Voice calls.²Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area.

* Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

NVLPT Nationwide International Email for Government Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

NVLPT Nationwide for Government	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes
Monthly Access Fee (non-share)	\$84.14 (74524/ 86740)	\$99.99 (74526/86742)	\$114.62 (74528/ 86744)
Monthly Access Fee (non-share) less discount	\$65.63	\$77.99	\$89.40
Monthly Access Fee (share)	\$86.57 (74525/ 86741)	\$102.43 (74527/ 86743)	\$117.06 (74529/ 86745)
Monthly Access Fee (share) less discount	\$67.52	\$79.90	\$91.31
Monthly Anytime Voice Minutes	400	600	1000
Friends & Family (up to 10 numbers per account)	Included		
Voice Overage Rate	\$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Domestic Email Allowance	Unlimited ¹		
International Email Allowance	Unlimited		
Domestic Messaging	Unlimited		

Optional Features

Domestic Push To Talk Plus	\$2.00 (Smartphone- 76785/81129/81174)
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Notes: Requires a 4G Global capable smartphone. Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options.

The domestic data allowance applies in the United States.

†The international travel data allowance applies in Canada, Mexico, and the rest of the world where coverage is available. To see supported countries and rates for services such as voice and messaging, go to verizonwireless.com/international. Verizon Wireless will terminate a line of service if more than half of the usage over three consecutive billing cycles is outside of the United States.

¹Domestic Data Allowance: Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

Account Share - Voice Sharing (Domestic Only): At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

Profile Share - Voice Sharing (Domestic Only): At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages.

Zone 1 Countries are as follows: Aland Islands, Albania, American Samoa, Andorra, Anguilla, Antigua, Antarctica, Argentina, Aruba, Australia, Austria, Bahamas, Barbados, Belarus, Belgium, Belize, Bermuda, Bolivia, Bosnia and Herzegovina, Brazil, British Virgin Islands, Brunei, Bulgaria, Cambodia, Cayman Islands, Chile, China, Christmas Island, Colombia, Cook Islands, Costa Rica, Croatia, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, El Salvador, England, Estonia, Falkland Islands, Faroe Islands, Fiji Islands, Finland, France, French Guiana, French Polynesia, Germany, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guam, Guatemala, Guernsey, Guyana, Haiti, Honduras, Hong Kong, Hungary, Iceland, India, Ireland, Isle of Man, Italy, Jamaica, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Malaysia, Malta, Martinique, Moldova, Monaco, Montenegro, Nauru, Netherlands, Netherlands Antilles, New Caledonia, New Zealand, Nicaragua, Norfolk Island, Northern Ireland, Northern Mariana Island, Norway, Palau, Panama, Papua New Guinea, Paraguay, Peru, Poland, Portugal, Reunion, Romania, Russia, Samoa, San Marino, Scotland, Serbia, Singapore, Slovakia, Slovenia, Solomon Islands, Spain, South Korea, St. Barthelemy, St. Kitts and Nevis, St. Lucia, St. Martin, St. Vincent & Grenadines, Suriname, Svalbard, Sweden, Switzerland, Taiwan, Thailand, Tonga, Turkey, Turks and Caicos Islands, Ukraine, Uruguay, Vanuatu, Vatican City, Venezuela, Vietnam and Wales.

Zone 2 Countries are as follows: Afghanistan, Algeria, Angola, Armenia, Azerbaijan, Bahrain, Bangladesh, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde Islands, Central African Republic, Chad, Comoros, Congo, Cuba, Djibouti, East Timor, Egypt, Equatorial Guinea, Ethiopia, Gabon, Gambia, Georgia, Ghana, Guinea, Guinea Bissau, Indonesia, Iraq, Israel, Ivory Coast, Japan, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyzstan, Laos, Lebanon, Lesotho, Liberia, Libya, Madagascar, Malawi, Maldives, Mali, Mauritania, Mauritius, Mayotte Island, Micronesia, Mongolia, Montserrat, Morocco, Mozambique, Myanmar, Namibia, Nepal, Niger, Nigeria, Oman, Pakistan, Philippines, Qatar, Rwandese Republic, Sao Tome and Principe, Saudi Arabia, Senegal, Seychelles, Sierra Leone, South Africa, Sri Lanka, South Sudan, Sudan, Swaziland, Syria, Tajikistan, Tanzania, Togo, Trinidad and Tobago, Tunisia, Turkmenistan, Uganda, United Arab Emirates, Uzbekistan, Western Sahara, Yemen, Zambia and Zimbabwe. Other available countries will be billed at the Zone 2 rates. The list of countries is subject to change.

Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders Government Liable Subscribers Only
The plan below reflects the monthly access charge discount. No additional discounts apply.

Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.

Monthly Access Fee	\$39.99 (16807)
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance ⁽¹⁾	Unlimited
Domestic Messaging Allowance	Unlimited
Optional Service Features	
Domestic Mobile Hotspot	\$5.00 additional per month (76440)
Push-to-Talk Plus	\$2.00 additional per month (81129/81174)

NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G network, while available. ⁽¹⁾ Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. This service plan is available to National Security, Public Safety, and First Responders customers only as defined by the following NAICS (formerly SIC) Codes:

485111 Mixed Mode Transit Systems (Rail & Buses)	922190 Other Justice, Public Order, and Safety Activities
485112 Commuter Rail Systems	923120 Administration of Public Health Programs
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

**Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders
Government Liable Subscribers Only**

The plan below reflects the monthly access charge discount. No additional discounts apply.

Only 4G LTE GSM/UMTS global-capable devices can be activated on this plan.

Monthly Access Fee	\$39.99 (20300)
Domestic Data Allowance ⁽¹⁾	Unlimited
<p>NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G network, while available. ⁽¹⁾ Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this rate plan. This plan is only available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:</p>	
485111 Mixed Mode Transit Systems (Rail & Buses)	922190 Other Justice, Public Order, and Safety Activities
485112 Commuter Rail Systems	923120 Administration of Public Health Programs
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

**Custom 4G Unlimited Basic Phone Plan for National Security, Public Safety, and First Responders
Government Liable Subscribers Only**

The plan below reflects the monthly access charge discount. No additional discounts apply.

Monthly Access Fee	\$22.99 (16810)
Monthly Minutes in U.S	Unlimited
Domestic Messaging Allowance	Unlimited
Domestic Data Allowance	100MB
Domestic Data Overage	\$10.00 per GB
Optional Service Features	
Push-to-Talk Plus	\$2.00 additional per month (81129/81174)
<p>NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G network, while available. This service plan is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:</p>	
485111 Mixed Mode Transit Systems (Rail & Buses)	922190 Other Justice, Public Order, and Safety Activities
485112 Commuter Rail Systems	923120 Administration of Public Health Programs
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

**Custom 4G Unlimited Push to Talk Plus Only Plan for
National Security, Public Safety, and First Responders
Government Liable Subscribers Only**

The plan below reflects the monthly access charge discount. No additional discounts apply.

Monthly Access Fee	\$17.99 (96626-4G Only and 96625-3G/4G)
Monthly Push to Talk Plus Minutes	Unlimited
Domestic Voice Per Minute Rate	\$0.25
NOTE: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G network, while available. This service plan is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:	
485111 Mixed Mode Transit Systems (Rail & Buses)	922190 Other Justice, Public Order, and Safety Activities
485112 Commuter Rail Systems	923120 Administration of Public Health Programs
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

**Mobile Broadband Priority Feature for
National Security, Public Safety, and First Responders
Government Liable Subscribers Only**

Monthly Access Fee Per MDN	\$0.00 (86124)
NOTE: Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. This feature is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:	
485111 Mixed Mode Transit Systems (Rail & Buses)	922190 Other Justice, Public Order, and Safety Activities
485112 Commuter Rail Systems	923120 Administration of Public Health Programs
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

**Verizon Wireless Preemption Service Feature for
National Security, Public Safety, and First Responders
Government Liable Subscribers Only**

Monthly Access Fee Per MDN

\$0.00 (86428 Basic/Smart Phone and 86433 Non-Phone)

NOTE: Preemption Service ("Preemption") is a capability that reallocates network resources to customers so that they can connect in emergencies. In those uncommon times when the network is fully utilized, Preemption automatically activates to provide approved personnel uninterrupted access to the network. It helps ensure our national security, public safety, and first responder customers can continue to communicate with each other during times of high network use. Preemption capability is available on the Verizon Wireless 3G and 4G LTE data network. While Preemption capability may also be available on the networks of Verizon Wireless's domestic roaming partners, Verizon Wireless makes no representation of Preemption availability or reliability on such networks. Preemption is limited to select service rate plans and cannot be used in conjunction with devices or service plans utilized with dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited from using this feature. Please note: Calls to 911 are never preempted. This feature is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

485111 Mixed Mode Transit Systems (Rail & Buses)	922190 Other Justice, Public Order, and Safety Activities
485112 Commuter Rail Systems	923120 Administration of Public Health Programs
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

**Private Responder Core Service for
National Security, Public Safety, and First Responders
Government Liable Subscribers Only**

Monthly Access Fee

\$0.00

Verizon Wireless Private Responder Core Service for National Security, Public Safety, and First Responders ("Private Core"): Private Core separates wireless data communications from commercial and consumer traffic on our network. This service is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

<p>National Security/ First Responders / Public Safety</p> <ul style="list-style-type: none"> • 621910 Ambulance Service • 922110 Courts • 922120 Police Protection • 922130 Legal Counsel and Prosecution • 922140 Correctional Institutions • 922150 Parole Offices and Probation Offices • 922160 Fire Protection (except private) • 922190 Other Justice, Public Order and Safety Activities • 928110 National Security • 921190 Other General Government Support • 921110 Executive Offices • 921150 American Indian/Alaska Native Tribal Governments <p>Water</p> <ul style="list-style-type: none"> • 924110 Water Infrastructure • 221320 Sewage Treatment Facilities • 221310 Water Supply and Irrigation Systems <p>Transportation</p> <ul style="list-style-type: none"> • 482111 Railway Transportation • 481111 Passenger Air Transportation • 481112 Freight Air Transportation • 483111 Shipping Transportation • 926120 Transportation Administration • 491110 Postal Service • 926120 Public Transportation • 926120 Regulation and Administration of Transportation Programs • 485111 Mixed Mode Transit Systems (Rail & Buses) • 485112 Commuter Rail Systems <p>Information Technology</p> <ul style="list-style-type: none"> • 541512 Computer Integration • 541519 Computer Disaster Recovery 	<p>Chemical</p> <ul style="list-style-type: none"> • 561612 Protective Services • 541330, 541690 Chemical Engineering and Consulting • 239210 Pharmaceutical <p>Communications</p> <ul style="list-style-type: none"> • 517110 Telecommunications, Wired • 517212 Cellular and other Wireless Telecommunications • 238210, 334290 and 561620 Alarm Systems <p>Critical Manufacturing</p> <ul style="list-style-type: none"> • 237310 Highway, Street and Bridge Construction • 811310 Industry Equipment Repair • 236210 Industrial Building Construction • 211113 Extraction; 236220 Construction Management • 926150 Regulation, Licensing and Inspection of Miscellaneous <p>Commercial Sectors</p> <p>Energy</p> <ul style="list-style-type: none"> • 333611 Wind Turbine • 221111 Hydroelectric Power Generation • 221122 Electric Power Distribution • 221118 Other Electric Power Generation • 221210 Natural Gas Distribution • 926130 Regulation and Administration of Communications, Electric, Gas and Other Utilities • 221113 Nuclear Electric Power Generation • 562211 Hazardous Waste Treatment and Disposal <p>Healthcare and Public Health</p> <ul style="list-style-type: none"> • 621112 Health Care Practitioners • 923120 Public Health Programs
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Commercially Available Voice and Data Plans

Nationwide for Government Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

NVLPT Nationwide for Government	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes
Monthly Access Fee (non-share)	\$35.88 (74538)	\$52.56 (74540)	\$67.94 (74542)
Monthly Access Fee less discount (non-share)	\$27.98	\$40.99	\$52.99
Monthly Access Fee (share)	\$38.45 (74539, 76363)	\$55.12 (74541, 76364)	\$70.50 (74543, 76365)
Monthly Access Fee less discount (share)	\$29.99	\$42.99	\$54.99
Monthly Anytime Voice Minutes	400	600	1000
Friends & Family (up to 10 numbers per account)	Not Included	Included ¹	
Voice Overage Rate	\$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Data Sent or Received	\$1.99/ MB or per data package ²		
Domestic Text, Picture and Video Messages	100 Included (76678) Overage per message: Incoming Text \$0.02/ Outgoing Text \$0.10 / Pic & Video \$0.25		
Optional Features			
Domestic Text, Picture and Video Messages	Unlimited (75439) \$12.00 per line		
Domestic Push To Talk Plus	\$2.00 (Basic phone- 83270)		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹Friends & Family eligibility varies on selected calling plan. ²Smartphones and Data Multimedia Phones require a data package. 4G service requires 4G Equipment and 4G coverage.

Account Share Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

Nationwide Push to Talk Plus Calling Plan (non-share)

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Nationwide Push to Talk Plus (non-share)	Government Subscribers Only
Monthly Access Fee	\$19.99 (94244/92857)
Monthly Anytime Voice Minutes ¹	0
One to One & Group Talk	Unlimited
Data Sent or Received	\$1.99/ MB or per data package ²

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk Plus terms and conditions apply. ¹Subscribers to the Push to Talk Plus Unlimited Calling Plan cannot place or receive regular cellular wireless calls other than to 611 and 911. (These calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, subscribers will be charged \$0.25 per minute for non-Push to Talk Plus voice calls. ²Smartphones and Multimedia Phones require a data package.

Nationwide for Business Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Nationwide for Business	450 Voice Minutes	900 Voice Minutes	Unlimited Voice Minutes
Monthly Access Fee (Talk)	\$39.99 (73713)	\$59.99 (73714)	\$69.99 (83233)
Monthly Access Fee less discount (Talk)	\$31.19	\$46.79	\$54.59
Monthly Access Fee (Talk & Text)	\$59.99 (73761)	\$79.99 (73762)	\$89.99 (83234)
Monthly Access Fee less discount (Talk & Text)	\$46.79	\$62.39	\$70.19
Domestic Anytime Voice Minutes	450	900	Unlimited
Friends & Family (up to 10 numbers per account)	Included with share plan only	Included ¹	
Voice Overage Rate	\$0.25 per minute		
National Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Data Sent or Received	\$1.99/ MB or per data package ²		
Domestic Text, Picture and Video Messages	100 Included (76678) Overage per message: Incoming Text \$0.02/ Outgoing Text \$0.10 / Pic & Video \$0.25		
Optional Features			
Domestic Text, Picture and Video Messages	Unlimited (75439) \$12.00 per line		
Domestic Push To Talk Plus	\$2.00 (Basic phone- 83270)		
Notes: Current coverage details can be found at www.verizonwireless.com . See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹ Friends & Family eligibility varies on selected calling plan. ² Smartphones and Data Multimedia Phones require a data package. 4G service requires 4G Equipment and 4G coverage.			

Unlimited Plan for Smartphones - Government Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$70.00 (99719)
Monthly Anytime Minutes – Domestic, Canada and Mexico	Unlimited
Domestic Data and Messaging Allowance*	Unlimited
Canada & Mexico Data and Messaging Allowance**	Unlimited
Mobile Hotspot [^]	Included
Domestic, Canada and Mexico Long Distance Toll Free ^{^^}	Included
International Messaging Allowance ^{^^^}	Unlimited

Notes: Coverage area includes the Verizon Wireless 4G network; and the 3G and Extended partner networks, while available. Data speeds are not guaranteed while on Extended or roaming partner networks. Only a 4G LTE GSM/UMTS global-capable smartphone can be activated on this plan. No domestic roaming or long distance charges.

*After 25 GB of data usage on a line during any billing cycle usage may be prioritized behind other customers in the event of network congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p.

**For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds will be reduced for the remainder of the day.

[^]Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If 15 GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

^{^^}Toll free calling from the US to Canada and Mexico, from Mexico to the US and Canada, and from Canada to the US and Mexico.

^{^^^}Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

***Plan 99719 is eligible to use Travel Pass SPO 988. Please visit verizonwireless.com/international for rates and destinations, which are subject to change without notice. ***

**Custom 4G Verizon Unlimited Smartphone Plan for Public Sector
Government Subscribers Only**

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.

Monthly Access Fee	\$65.00 (13656)
Monthly Access Fee (Discount Applied)	\$50.70
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance	Unlimited ⁽¹⁾
Domestic Mobile Hotspot	Unlimited ⁽²⁾
Domestic and International Messaging Allowance	Unlimited ⁽³⁾

Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available.

⁽¹⁾ In the event of network congestion, after 10GB of data usage on a line during any billing cycle, usage on such line may result in slightly slower download speeds relative to another user. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p.

⁽²⁾ Mobile Hotspot is available on all capable devices and allows Corporate Subscribers to use their device and share data allowance with multiple Wi-Fi enabled devices. If 10GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

⁽³⁾ Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

***Plan 13656 is eligible to use Travel SPO 383. Please visit verizonwireless.com/international for rates and destinations, which are subject to change without notice. ***

**The New Verizon Plan - Talk, Text and Data: Government Subscribers
(Up to 10 Phone/Internet Devices/20 Connected Devices)**

Select Device Type

Smartphones Purchased at Discounted Price (Matrix) (SFO 84014)	Smartphones Purchased at Full Retail Price or Customer Provided Equipment (SFO 84015**)	Basic Phones (SFO 84016)	4G LTE Routers - with voice only(SFO 84019) or Voice and Data (SFO 84020)	4G LTE Broadband Router- Data Only (SFO 84018)	Jetpacks/Netbooks/ /Notebooks/ USBs (SFO 84022, 84023, 84024) and Tablets (including Google Chromebook) (SFO 84021) / 4G LTE Internet device (Installed) ¹ (SFO 84025)	Wireless Home Phone ² (SFO 84017)	Select Connected Devices ³ (SFO 84026, 84027, 84028)
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Monthly Line Access Fee

\$40.00 per device	\$20.00 per device	\$20.00 per device	\$20.00 per device	\$10.00 per device	\$10.00 per device	\$20.00 per device	\$5.00 per device
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Select Data Amount (Talk and Text are Unlimited)

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Monthly Account Access Fee	Maximum Number of Lines (per billing account)	Shared Data Allowance	Domestic Data Overage	Safety Mode ⁶ (682)	Safety Mode ⁶ (672)	Carryover Data (671)	Data Boost ⁷ (681)
\$35.00 \$27.30 (96325)	Up to 10 Phone/ Internet devices Up to 20 Connected Devices	2 GB (Small)	\$15.00 per 1 GB	\$5.00	N/A	Included	\$15.00 for 1 GB (optional)
\$50.00 \$39.00 (96327)		4 GB (Medium)		\$5.00	N/A		
\$70.00 \$54.60 (96328)		8 GB (Large)		\$5.00	N/A		

General Allowance Minutes	Unlimited
Domestic Long Distance	Included
BlackBerry Enterprise Server	\$15.00 per line (77515)
Cloud Storage	5 GB per line
Unlimited Domestic Text and Multimedia Messages and International Text Messages	Included
Domestic Mobile Hotspot	Included

Notes: Data-only devices on these plans share in the data allowance but do not share the minutes or message allowance unless the device is capable. ¹LTE Internet (Installed) require the new Verizon Plans 8 GB or higher.²Wireless Home Phone shares in the unlimited voice minutes but not the message or data allowance. ³Only approved connected devices are eligible. ⁴No additional discounts apply. ⁶Safety Mode speeds do not impact the quality of HD calls; however, the speeds will impact HD video calling experience. While in Safety Mode customer can return to full 4G LTE speed by purchasing Data Boost or switching to a plan with a higher data allowance. ⁷Data Boost allows additional 4G LTE data to be purchased when needed. Accounts with Data only devices must use the data only plans. Current coverage details can be found at www.verizonwireless.com. Access fee discounts applied at the account level only. Text Messages originating from Mexico are \$0.50 per message sent (per recipient) and \$0.05 per message received on the 2GB, 4GB, and 8 GB plans. Data allowances from new Verizon Plans with not share with any other Verizon Plans. The new Verizon Plan is not compatible with Private Network Traffic Management.

Sharing: Sharing is available only among Government Subscribers on Verizon Plans – Talk Text and Data for up to 10 lines on the same account. ******The \$40.00 monthly line access for Smartphones will automatically change to \$20.00 monthly line access once the line term is fulfilled. Proration may occur.

Promotions may be available for Monthly Line and Account Access Fees. Please contact your Government Account Manager.

**The New Verizon Plan for Business Plan - Talk, Text and Data Plans: Government Subscribers
(Up to 25 Phone/Internet Devices/50 Connected Devices)**

Select Device Type

Smartphones Purchased at Discounted Price (Matrix) (SFO 84040)	Smartphones Purchased at Full Retail Price or Customer Provided Equipment (SFO 84041**)	Basic Phones (SFO 84042)	4G LTE Routers - with voice only(SFO 84044) or 4G LTE Routers (with voice and data bundle) (SFO 84045)	4G LTE Routers (data only) (SFO 84018)	Jetpacks(SFO 84022)/ Netbooks/ Notebooks(SFO 84024)USBs(SFO 84023) Tablets (including Google Chromebook) (SFO 84021)	Wireless Home Phone ¹ (SFO 84043)	Select Connected Devices ² (SFO 84026, 84027, 84028)
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Monthly Line Access Fee

\$35.00 per device	\$15.00 per device	\$15.00 per device	\$15.00 per device	\$10.00 per device	\$10.00 per device	\$15.00 per device	\$5.00 per device
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Select Data Amount (Talk and Text are Unlimited)

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Monthly Account Access	Maximum Number of Lines (per billing account)	Shared Data Allowance	Domestic Data Overage	Safety Mode ³ (672)	Carryover Data (671)	Data Boost ⁴ (681)
\$175.00 \$136.50 (96345)	Up to 25 Phone/ Internet devices	25 GB ³	\$15.00 per 1 GB	Included	Included	\$15.00 for 1 GB (optional)
\$245.00 \$191.10 (96366)		35 GB ³				
\$350.00 \$273.00 (96368)		50 GB ³				
\$500.00 \$390.00 (96369)	85 GB ³					
\$750.00 \$585.00 (96370)	150 GB ³					
\$1000.00 \$780.00 (96371)	200 GB ³					

General Allowance Minutes	Unlimited
Domestic Long Distance	Included
BlackBerry Enterprise Server	\$15.00 per line (77515)
Cloud Storage	5 GB per line
Unlimited Domestic Text and Multimedia Messages and International Text Messages	Included
Domestic Mobile Hotspot	Included

Notes: Data-only devices on these plans share in the data allowance but do not share the minutes or message allowance unless the device is capable. ¹Wireless Home Phone shares in the unlimited voice minutes but not the message or data allowance. ²Only approved connected devices are eligible. All Talk, Text and Data allowances on the new Verizon Plan for Business Plan include Mexico and Canada, and unlimited calling from the US to Mexico and Canada at no additional charge. TravelPass (including Canada and Mexico) may be added to the new Verizon Plan for Business plans for access to additional countries. ³Safety Mode speeds do not impact the quality of HD calls; however, the speeds will impact HD video calling experience. While in Safety Mode customer can return to full 4G LTE speed by purchasing Data Boost or switching to a plan with a higher data allowance. ⁴Data Boost allows additional 4G LTE data to be purchased when needed. Accounts with Data only devices must use the data only plans. Current coverage details can be found at www.verizonwireless.com. Access fee discounts applied at the account level only. Included Text Messages originating in the U.S. to Canada and Mexico. The new Verizon Plan is not compatible with Private Network Traffic Management.

Sharing: Customers subscribing to Verizon Plan for Business will be billed on separate billing accounts and invoices. Sharing is available only among Government Subscribers on these Verizon Plan for Business – Talk Text and Data with 11 or more lines on the same account.

**The \$35.00 monthly line access for Smartphones will automatically change to \$15.00 monthly line access once the line term is fulfilled. Proration may occur.

Promotions may be available for Monthly Line and Account Access Fees. Please contact your Government Account Manager.

The New Verizon Single Basic Phone Plan: Unlimited Talk and Text Only

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Basic Phones Only

	3G or 4G LTE Basic Phone	4G LTE Basic Phone Only
Monthly Device Access Fee	\$30.00 (98245)	\$50.00 \$39.00 (98817)
Domestic Anytime Voice Allowance Per Month	Unlimited	
Voice Per Minute Rate (after allowance)	N/A	
Domestic Data Allowance	500 MB	4 GB
Data Overage	\$5.00 per 500 MB	
Domestic Long Distance	Included	
Domestic Text Messages	Unlimited	

Notes: Current coverage details can be found at www.verizonwireless.com. Not eligible for monthly access discounts.

The new Verizon Basic Plan is not available for accounts with Smartphones data devices, or connected devices- Customers subscribing to the new Verizon Single Basic Plan and non- new Verizon Basic Plan will be billed on separate billing accounts and invoices.

The New Verizon Single Basic Plan is a standalone plan.

Nationwide Flat Rate Calling Plan

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Nationwide Flat Rate	Government Subscribers Only
Monthly Access Fee	\$11.99 (73809)
Monthly Anytime Voice Minutes	0
Domestic Voice Per Minute Rate	\$0.25
Domestic Long Distance	Included
Data Sent or Received	\$1.99/ MB or per data package ¹

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹Smartphones and Multimedia Phones require a data package.

Nationwide Add-a-Line Voice Plan with Push to Talk Plus

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Nationwide Add-a-Line Voice Plan with Push to Talk Plus	Government Subscribers Only
Monthly Access Fee	\$18.99¹ (94990/92904)
Monthly Anytime Voice Minutes	0 Minutes Minutes can share minutes from voice and/or voice & data bundle plans
Push to Talk Plus	Unlimited
Domestic Voice Per Minute Rate	\$0.25
Domestic Night & Weekend Minutes	Unlimited
Domestic Nationwide Mobile to Mobile	Unlimited
Domestic Long Distance	Included
Domestic Roaming Rate per minute	\$0.25
Domestic Text (SMS) and Multimedia (MMS) Messages	100 Included Overage: \$0.20 (SMS) Text, \$0.25 (MMS) sent/received
Data Sent or Received	\$1.99/ MB or per data package ²

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk Plus terms and conditions apply. ¹No More than 50% of plans on a single account can be placed on the \$18.99 Additional Line Voice & Push to Talk Plus plans ²Smartphones and Data Multimedia Phones require a data package.

Account Share Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

Flexible Business Plans For Basic & Smartphones

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Basic Phones*		Smartphones ¹			
Monthly Access Fee	\$35.00 (92731)	\$65.00 (92732)	\$75.00 (92736)	\$85.00 (92737)	\$95.00 (92738)	\$105.00 (92740)
Monthly Access Fee less discount	\$27.30	\$50.70	\$58.50	\$66.30	\$74.10	\$81.90
Shared Data Allowance	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage	\$10.00 per GB					
Mobile Hotspot ²	Included					
Monthly Anytime Minutes	Unlimited					
Messaging Allowance ³	Unlimited Domestic and International Messaging					
Optional Features						
Domestic Push to Talk Plus	Additional monthly access fee per line \$5.00 per line					

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. No Domestic Roaming or Long Distance Charges. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

* Basic phones may only be added to an account with at least 1 Smartphone (bill account level).

1. Access to corporate email using BlackBerry Enterprise Server (BES) is available for an additional \$15.00 per line.
2. Mobile Hotspot is available on all capable devices and allows you to use your device and share data allowance with multiple Wi-Fi enabled devices.
3. Unlimited Messaging from within the United States to anywhere in the world where messaging services are available.

Data Sharing: Lines activated on these plans can only share with other lines on these plans and with lines on the Flexible Business Plans for Data Devices. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

Commercially Available Data Plans

4G Business Unlimited Tablet Plan

Corporate Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee*	\$45.00 (99307)
Data Allowance¹	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only 4G tablets can be activated on this plan. *Corporate Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

¹After 22 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion. If 10 GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

4G Business Unlimited Mobile Broadband Plan

Corporate Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee*	\$45.00 (99308)
Data Allowance¹	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only 4G Mobile Broadband data devices, including jetpacks, USBs/air cards, netbooks, and notebooks can be activated on this plan. *Corporate Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

¹If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 200 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

Data Only Plans: Government Subscribers (Up to 10 Data Only Devices)

Select Device Type

Jetpacks ¹ (SFO 77555)	USBs (SFO 77555)	Netbooks/ Notebooks, LTE Internet (SFO 77555, 78045)	4G LTE Routers with data only (SFO 77555)	Verizon 4G LTE Broadband Routers with data only (SFO 79392)	Tablets (including Google Chromebook and Amazon Kindle Fire) (SFO 77567)	Connected Devices (SFO 78303)
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Monthly Line Access Fee

\$20.00 per device	\$20.00 per device	\$20.00 per device	\$20.00 per device	\$20.00 per device	\$10.00 per device	\$5.00 per device
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Select Data Amount

Verizon Wireless offers this pricing utilizing the terms and conditions of the NASPO ValuePoint (NVLPT) Contract MA152, Addenda and Attachments can be found on www.naspovaluepoint.org site for your consideration and review. Your State may also have a NVLPT Participating Addendum which may be available on your State website. Alternatively, you may contact your local Verizon Government Sales representative for additional information. v.031820 (22%)

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Monthly Account Access	Maximum Number of Devices (per billing account)	Shared Data Allowance	Domestic Data Overage
\$20.00 ² (90525) Tablet & Connected Devices only	Up to 10	2GB	\$15.00 per 1 GB
\$30.00 ² (86504)		4 GB	
\$40.00 \$31.20 (86505)		6 GB	
\$50.00 \$39.00 (86506)		8 GB	
\$60.00 \$46.80 (86507)		10 GB	
\$70.00 \$54.60 (86508)		12 GB	
\$80.00 \$62.40 (86509)		14 GB	
\$90.00 \$70.20 (86510)		16 GB	
\$100.00 \$78.00 (86511)		18 GB	
\$110.00 \$85.80 (86512)		20 GB	
\$185.00 \$144.30 (86513)		30 GB	
\$260.00 \$202.80 (87271)		40 GB	
\$335.00 \$261.30 (87272)		50 GB	
\$410.00 \$319.80 (90910)		60 GB	
\$560.00 \$436.80 (90911)		80 GB	
\$710.00 \$553.80 (90912)		100 GB	

Domestic Messaging (Text and Multimedia)	\$10.00 for 1000 message package Pay as you go or message package coverage: \$0.20 (SMS) Text, \$0.25 (MMS) sent/received
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Cloud Storage	5 GB per line (must be selected)
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Notes: Data-only devices on these plans share in the data allowance but do not share the minutes or message allowance unless the device is capable. Verizon Plans data-only plans are not available for accounts with Smartphones, basic phones or connected devices with voice. ¹LTE Internet (installed) devices require a data package of 10 GB or higher. ²No additional discounts apply. Current coverage details can be found at www.verizonwireless.com. Access fee discounts applied at the account level only. **Sharing:** Customers subscribing to Verizon Plans - Data Only - will be billed on separate billing accounts and invoices. Sharing is available only among Government Subscribers to these Data Only Plans - Data Only on the same account.

Promotions may be available for Monthly Line and Account Access Fees. Please contact your Government Account Manager.

**Business Data Only Plans: Government Subscribers
(Up to 25/50/100 Data Only Devices)**

Select Device Type

Jetpacks (SFO 77555)	USBs (SFO 77555)	Netbooks/ Notebooks, LTE Internet (SFO 77555, 78045)	4G LTE Broadband Router (SFO 77555)	Verizon 4G LTE Broadband (SFO 79392)	Tablets (including Google Chromebook) (SFO 77567)	Connected Devices (SFO 78303)
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Monthly Line Access Fee

\$20.00 per device	\$20.00 per device	\$20.00 per device	\$20.00 per device	\$20.00 per device	\$10.00 per device	\$5.00 per device
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Select Data Amount

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Monthly Account Access	Maximum Number of Devices (per billing account)	Shared Data Allowance	Domestic Data Overage	
\$185.00 \$144.30 (87184)	Up to 25	30 GB	\$15.00 per 1 GB	
\$260.00 \$202.80 (87185)		40 GB		
\$335.00 \$261.30 (87186)		50 GB		
\$410.00 \$319.80 (90430)	Up to 50	60 GB		
\$560.00 \$436.80 (90431)		80 GB		
\$710.00 \$553.80 (90429)		100 GB		
\$1,025.00 \$799.50 (91521)	Up to 100	150 GB		
\$1,400.00 \$1,092.00 (91520)		200 GB		
Domestic Text Messaging	10.00 for 1000 text and multi media Overage: \$0.20 (SMS) Text, \$0.25 (MMS) sent/received			
Optional Cloud Storage	25 GB per line (must be selected)			

Notes: Data-only devices on these plans use the data allowance but do not use the minutes or message allowance unless the device is capable. The Small Business for data-only devices is not available for accounts with Smartphones, basic phones or connected devices with voice. Current coverage details can be found at www.verizonwireless.com. Access Fee discounts applied at the account level only.

Sharing: Sharing is available only among Government Subscribers to these Business Data Only Plans - Data Only. Calling plan changes may not take effect until the billing cycle following the change request. Text, Picture and Video messages are not eligible for sharing. Data allowances from Business Data Only plans will not share with any non- Business Data Only Plans. Safety Mode, Carryover Data and Data Boost features cannot be added to data-only plans.

Promotions may be available for Monthly Line and Account Access Fees. Please contact your Government Account Manager.

Flexible Business Plans For Data Devices

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Connected Devices	Connected Devices, Tablets, Netbooks, Notebooks	Connected Devices, Tablets, Netbooks, Notebooks, Jetpacks, USBs, Mobile Broadband Devices				
Monthly Access Fee	\$5.00 (92739)	\$10.00 (92741)	\$35.00 (92742)	\$45.00 (92744)	\$55.00 (92745)	\$65.00 (92746)	\$75.00 (92747)
Monthly Access Fee less discount	\$5.00	\$10.00	\$27.30	\$35.10	\$42.90	\$50.70	\$58.50
Shared Data Allowance	1 MB	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage Rate	\$10.00 per GB						

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

Flexible Business Plans For Data Devices - Connected Device / Internet with Voice

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Connected Device*	Broadband Router				
Monthly Access Fee	\$5.00 (94532)	\$65.00 (94495)	\$75.00 (94496)	\$85.00 (94497)	\$95.00 (94500)	\$105.00 (94504)
Monthly Access Fee less discount	\$5.00	\$50.70	\$58.50	\$66.30	\$74.10	\$81.90
Shared Data Allowance	1 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Domestic Data Overage Rate	\$10.00 per GB					

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

Custom Flat Rate Mobile Broadband - Government

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$34.99 (99716)
Domestic Data Allowance*	Unlimited
Overage Rate per KB	NA

NOTE: Subject to the Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), and Smartphone data Plans. Throughput speeds on the Custom Flat Rate Mobile Broadband will be limited up to 600kbps throughout the duration of each billing cycle while on the Verizon Wireless 4G network only. Data speeds are not guaranteed while on Extended or roaming partner networks. Devices utilized in conjunction with the Custom Flat Rate Mobile Broadband plan are limited to mobile (non-stationary) applications. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras are expressly prohibited on this rate plan.

**Custom Mobile Broadband Plan II – Government
Government Subscribers Only
This plan is not eligible for monthly access fee discounts.**

Monthly Access Fee	\$44.99 (99717)
Domestic Data Allowance	Unlimited
Overage Rate Per KB	NA

NOTE: Subject to the Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), and Smartphone data Plans. Verizon Wireless will limit throughput of data speeds should 30GB of data be used within a given bill cycle. Devices utilized in conjunction with the Custom Mobile Broadband Plan II are limited to mobile (non-stationary) applications. Data speeds are not guaranteed while on Extended or roaming partner networks. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras are expressly prohibited on this rate plan.

Data Packages for Feature Phones and Smartphones

The Data Packages are eligible for monthly access fee discounts and promotions, when available¹

Monthly Access Per Line when added to an eligible voice plan	Data Allowance	Rate After Allowance	Optional Business Email Feature Compatible with server based email solutions
N/A	-0-	\$1.99 per MB	N/A
\$10.00 (77810)	75 MB	\$10.00 per each additional 75 MB of usage	N/A
\$12.00 ¹ (Basic Devices Only 85533)	300 MB	\$15.00 per each additional GB of usage	N/A
\$30.00 \$23.40 ^{2,3} (Smartphone 76375) (Basic 76381)	2 GB ²	\$10.00 per each additional GB of usage	\$15.00

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹The \$12.00/300MB data package for Basic Devices can be added to a voice only price plan with a monthly access fee of \$15.99 or higher, this feature cannot be activated on a Smartphone Device. ²The \$30.00/2GB data package is eligible for a monthly access fee discounts when combined with select Business calling plans ³Smartphone Subscribers require a data package with a minimum allowance of 2GB. Personal Email Feature is included with all data packages contained herein.

Mobile Broadband Data Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Mobile Broadband Pricing for Tablets, Netbooks, 4G LTE Modems, 3G & 4G LTE Dedicated Mobile Hotspots

Monthly Access Fee	\$30.00¹ (85320/85322)	\$39.99 (84357/ 98715)
Domestic Monthly Data Allowance	2GB	Unlimited*
Per GB Rate After Allowance	\$10.00 per each additional GB of usage	N/A
Domestic Per Minute Rate ²	\$0.25 per minute	
Domestic Long Distance	Included	

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. 4G and 3G Mobile Broadband coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage. ²Per Minute Rate applies to voice calls and other data usage in the United States.

* Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

Public Sector Mobile Broadband Share Plans: Government Subscribers Only

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Fee	\$39.99 (90239)	\$59.99 (90240)	\$99.99 (90241)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	\$8.00 Per Gigabyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only. **Data Sharing:** At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other.

Commercially Available Machine to Machine (M2M)

Mobile Broadband Machine to Machine (M2M) Share Group 1 Plans - Low Usage

The data plans below reflect the monthly access fee discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans	1 Megabyte	5 Megabytes	25 Megabytes	50 Megabytes	150 Megabytes
Domestic Profile Shared Data Allowance	1 MB (87660)	5 MB (87661)	25 MB (87662)	50 MB (87663)	150MB (87664)
Monthly Access Fee	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Domestic Account Shared Data Allowance	1 MB (87640)	5 MB (87641)	25 MB (87642)	50 MB (87643)	150MB (87644)
Monthly Access Fee	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Overage Rate Per Megabyte	\$1.00				

Mobile Broadband Machine to Machine (M2M) Share Group 2 Plans - High Usage

The data plans below reflect the monthly access fee discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans	250 Megabytes	1 Gigabyte	5 Gigabytes	10 Gigabytes
Domestic Profile Shared Data Allowance	250 MB (87665)	1 GB (87668)	5 GB (87671)	10 GB (87673)
Monthly Access Fee	\$20.00	\$25.00	\$50.00	\$80.00
Monthly Access Fee less discount	\$20.00	\$25.00	\$39.00	\$62.40
Domestic Account Shared Data Allowance	250 MB (87645)	1 GB (87646)	5 GB (87647)	10 GB (87648)
Monthly Access Fee	\$20.00	\$25.00	\$50.00	\$80.00
Monthly Access Fee less discount	\$20.00	\$25.00	\$39.00	\$62.40
Overage Rate Per Megabyte	\$0.015			

Note: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service.

ACCOUNT

Data Sharing: Sharing among M2M Lines is available only among M2M Lines active on this plan. At the end of each billing cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need.

PROFILE (If using profile share the data allowance must be a least 1 MB)

Data Sharing: Sharing among M2M Lines on the same profile/Company ID is available only among M2M Lines active on this plan. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts unused data allowances will be applied proportionally to all lines with overages and bills overage as KB.

**Public Sector Mobile Broadband Machine to Machine (M2M) Share Plans:
Government Subscribers Only**

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Fee	\$39.99 (90233)	\$59.99 (90234)	\$99.99 (90235)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	\$8.00 Per Gigabyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only. **Data Sharing:** At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices.

Sharing. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Machine to Machine Plans are able to share with each other.

**3G/4G Mobile Broadband Machine-to-Machine (M2M) Wireless Backup Router Plan:
Government Subscribers Only**

The data plan below reflect the monthly access fee discount. No additional discounts apply.

3G/4G M2M Wireless Backup Router Plan

Monthly Access Fee (non-pooled)	\$10.00 (868473G/868484G)
Domestic Data Allowance Per Month	25 MB
Share Option	N/A
Domestic Overage Rate Per GB	\$10.00 per GB
Domestic Voice Rate Per Minute	\$0.25 per minute (Device Dependent)
Text Messaging Per Message	\$0.20 per message sent or received (Device Dependent)
International Roaming	N/A. Verizon Wireless network only.

Notes: Current coverage details can be found at www.verizonwireless.com. See the attached M2M Data Plan and Feature Details as well as Calling Plan and Feature Details in your Agreement for important information about calling plans, features and options. During an outage of the primary connection, all usage within the billing cycle in excess of the 25 MB allowance will be charged at the overage rate of \$10.00 per GB. Text messaging feature packages may be added to this plan. The Wireless Router Plan is approved for use as a backup solution for business continuity only and is not to be used for primary connectivity. Verizon Wireless reserves the right to move Customer to the standard commercial 5 GB M2M price plan should usage on the lines provisioned on the M2M Wireless Backup Router Plan exceed 1 GB for three (3) consecutive months. M2M Wireless Backup Router Plan may be used with Private Network. M2M router devices must be approved for use on Verizon Wireless' network; no other device types may be activated on this plan. Not eligible for Verizon Wireless Government Equipment Matrix pricing.

Commercially Available International Calling Plans

International Options Monthly Features: Mexico and Canada

The calling features below reflect the monthly access fee discount. No additional discounts apply.

International Options Monthly Feature: Mexico and Canada	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes	500 Voice Minutes
Monthly Access Fee (1 Month)*	\$10.00 (SPO 428)*	\$20.00 (SPO 426)*	\$15.00 (SPO 441)*	\$30.00 (SPO 425)*	\$25.00 (SPO 443)*
Monthly Access Fee less discount	\$10.00	\$20.00	\$15.00	\$23.40	\$25.00
International Options Monthly Recurring Feature: Mexico and Canada	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes	500 Voice Minutes
Monthly Access Fee (Recurring)**	\$10.00 (SPO 427)**	\$20.00 (SPO 446)**	\$15.00 (SPO 434)**	\$30.00 (SPO 424)**	\$25.00 (SPO 442)**
Monthly Access Fee less discount	\$10.00	\$20.00	\$15.00	\$23.40	\$25.00
Voice Overage Rate	Pay Go		\$0.10/minute		\$0.05/minute
Data Allowance ¹	100 MB	250 MB	100 MB	250 MB	1 GB
Data Overage Rate After Allowance ²	\$10.00/100 MB				\$20.00/1 GB
Messaging Allowance ³	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming	500 sent; unlimited incoming
Messaging Overage Rate After Allowance ²	Pay Go		\$0.10/Sent Message		\$0.05/Sent Message

Notes: Current coverage details and additional information can be found at www.verizonwireless.com. ¹The data allowance applies in Canada and Mexico only, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and an International GSM capable device. ²The overage rate is not eligible for discounts. ³Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming can be found at www.verizonwireless.com/International.

*This is a monthly feature and will be removed from the account one month after being added to an account.

**This is a recurring feature and will remain on the account until removed.

Global Messaging¹

No additional discounts apply.

Global Text Messaging

Canada	\$0.20 per recipient per message sent and \$0.20 per message received, or according to your Domestic Messaging Plan
Other Countries	\$0.50 per recipient per message sent and \$0.05 per message received

Global Picture and Video Messaging

Canada, Mexico and Puerto Rico	\$0.25 per recipient per message sent or received, or according to your Domestic Messaging Plan, plus global data roaming charges.
Other Countries	\$0.50 per recipient to send, \$0.25 per message to receive plus global data roaming charges. Visit verizonwireless.com/international/mms for supported countries.

Notes: Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹Applies to all global-capable devices. Must be added to a domestic 3G Mobile Broadband calling plan with domestic 3G Mobile Broadband Connect/Mobile Hotspot.

International Options Monthly Features: 140+ Countries

The calling features below reflect the monthly access fee discount. No additional discounts apply.

International Options Monthly Feature: 140+ Countries	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes
Monthly Access Fee (1 Month)*	\$25.00 (SPO 431)*	\$50.00 (SPO 433)*	\$40.00 (SPO 445)*	\$85.00 (SPO 423)*
Monthly Access Fee less discount	\$19.50	\$39.00	\$31.20	\$66.30
International Options Monthly Recurring Feature: 140+ Countries	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes
Monthly Access Fee (Recurring)	\$25.00 (SPO 412)**	\$50.00 (SPO 432)**	\$40.00 (SPO 444)**	\$85.00 (SPO 422)**
Monthly Access Fee less discount	\$19.50	\$39.00	\$31.20	\$66.30
Voice Overage Rate	Pay Go		\$0.25/minute	
Data Allowance ¹	100 MB	250 MB	100 MB	250 MB
Data Overage Rate After Allowance ²	\$25.00/100 MB			
Messaging Allowance ³	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming
Messaging Overage Rate After Allowance ²	Pay Go		\$0.25/Sent Message	

Notes: Current coverage details and additional information can be found at www.verizonwireless.com. ¹The data allowance applies in 140+ countries where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and an International GSM capable device. ²The overage rate is not eligible for discounts. ³Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming can be found at www.verizonwireless.com/International.

¹This is a monthly feature and will be removed from the account one month after being added to an account.

²This is a recurring feature and will remain on the account until removed.

Commercially Available Wireless Options

**Custom Wireless Home Phone for Government Plan*:
No Domestic Roaming or Long Distance Charges**

This Plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$20.00 (93792)
Monthly Anytime Minutes	Unlimited

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. Activation on this plan requires a separate billing account. Activations on this plan are limited to no more than 9 lines per account. *May only be activated on a Verizon Wireless Home Phone Approved Device. This is not a Home Phone service. This service is generally utilized to replace POTS lines.

4G Smartwatch with NumberShare¹ Unlimited Plan - Government
This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$10.00 (13413)
Domestic Anytime Minutes	Unlimited
Domestic Data Allowance ²	Unlimited
Domestic and International Messaging Allowance ³	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. This plan is for use only in the United States on the Verizon Wireless 4G network. When NumberShare is active on a 4G Smartwatch, certain services will not work on the Smartwatch device including: Call Forwarding, No Answer Transfer, Busy Transfer, Caller Name ID, Voicemail (access voicemail on the Smartwatch device by dialing the host smartphone number and pin), and RingBack Tones. Calls and messages to/from blocked contacts will not be blocked on the Smartwatch when NumberSharing with a host smartphone. Verizon does not guarantee that NumberShare will work at all times in every situation and the service works only with eligible devices.

1. Only lines on select smartwatches with the NumberShare service can be activated on this plan. Certain conditions must be met prior to activation. This plan can only be used when paired with a Verizon Wireless Smartphone that has unlimited data.
2. Usage may be prioritized behind other customers in the event of network congestion.
3. Unlimited messaging from within the United States to anywhere in the world where messaging services are available.

4G Business Unlimited Smartwatch Plan (Standalone)

Corporate Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$30.00 (99309)
Voice Minutes Allowance	Unlimited
Data Allowance ¹	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only 4G Smartwatch devices can be activated on this plan.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

¹If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 200 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

4G Business Unlimited Connected Device Plan (Other)

Corporate Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee*	\$5.00 (99314)
Data Allowance¹	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only Data-Only Connected Devices such as the Samsung Camera, Wear24, and LG Urbane 2 can be activated on this plan. *Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

¹If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 200 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

4G Business Unlimited Connected Device Plan (Wearables)

Corporate Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$5.00 (99317)
Voice Minutes Allowance	Unlimited
Data Allowance¹	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only Wearable Connected Devices with Voice capability, such as the Samsung Gear S and Gear S2, can be activated on this plan.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

¹If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 200 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

Zipit Now Messaging Solution*

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Please note a separate agreement must be negotiated and executed between the Customer and Zipit Wireless for the services* it will provide.	
Monthly Access Fee	\$15.00 (86024)
Optional Feature Access Fee	N/A
Domestic MB Allowance	35 MB
Overage Rate Per MB	\$0.10 MB
Home Airtime/Min. Rate	N/A
Domestic Long Distance ¹	Included

NOTE: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the monthly megabyte allowance is lost. This plan is not eligible for pooling or sharing of the megabyte allowance. *Please note installation, maintenance, warranty, customer service, billing, and pricing of Zipit equipment are provided separately, directly through Zipit Wireless.

Verizon Auto Share (In-Vehicle) Plan*
This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee per Connection (device)	Shared Data Allowance	Data Overage Rate	Included Domestic Text Message Allowance (non-shared)**	Overage Rate per Text Message
\$25.00 (93074)	20 MB (82297)	\$10.00 per GB	20	\$0.20 per message

Notes: Coverage is only available in the United States and includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Current data coverage details and additional plan information can be found at www.verizonwireless.com. This plan is restricted for use on the Delphi Onboard device only. Components of this plan include Verizon Auto Share Platform access and an in-vehicle hardware device. *Voice calls cannot be placed or received on this plan, except for calls to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

ACCOUNT SHARING-

Data Sharing: Sharing is only available among lines active on this plan. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

**Domestic text message allowance does not include picture or video messages.

Custom Verizon Auto Share Components for Government Subscribers
Verizon Auto Share Components are NOT eligible for discounts.

Verizon M2M Management Center	Included
Mobile App	Included
QR Code ¹	Included
Verizon Auto Share	Included
Delphi Onboard Device (OBD) SKU - ACT233LVWQE	\$199.00
Verizon Auto Share Security Kit ² (self-install kit) SKU - VZN-SECKIT	\$199.97

¹The QR code is in the Equipment Guide and can be ordered as an accessory. ²Professional Installation services not available to government customers.

4G Business Unlimited Connected Camera

Corporate Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee*	\$45.00 (99342)
Data Allowance¹	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only Connected Camera Devices, such as the Arlo Go, can be activated on this plan. *Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

¹If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 200 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

4G Business Unlimited Connected Device Plan (Gizmo)

Corporate Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$5.00 (99343)
Voice Minutes Allowance	Unlimited
Data Allowance ¹	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only LG Gizmo Connected Devices can be activated on this plan.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

¹If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 200 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

Call Filter Plus

This feature is NOT eligible for monthly access fee discounts.

Monthly Access Fee ¹	\$2.99
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Notes: Additional feature information can be found at www.verizonwireless.com. ¹This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter.

Call Filter

This feature is NOT eligible for monthly access fee discounts.

Monthly Access Fee ¹	\$0.00
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Notes: Additional feature information can be found at www.verizonwireless.com. ¹This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter. ** 4G LTE GSM/UMTS capable devices, require VoLTE/HD Voice.

Name ID Features

The features below reflect the monthly access charge discount. No additional discounts apply

Feature	Monthly Access
Share Name ID*	\$0.00
Company Name ID	\$1.99 per line

Note: Depending upon the service provider and/or carrier to which the called party is subscribed, the called party may or may not be able to view the caller's name.

1. *Share name ID requires Call Filter Plus (Formerly Known as Caller Name ID) to be on the called device for the name to display which costs \$2.99 and also needs a contract amendment. Share name ID allows customer to customize name displayed across all devices on account.
2. Company Name ID requires Call Filter Plus (formerly known as Caller Name ID) to be on the called device for the name to display which costs \$2.99 and also needs a contract amendment. Company Name ID sends custom name and custom number (personalized on each number) to devices enabled with Call Filter Plus. Users must be in My Business.

Verizon Device Protection Options:

Wireless Phone Protection (WPP), Extended Warranty (EW), and Total Equipment Coverage (TEC)

Monthly Price: Current Market Rate – See Verizon's current Device Protection for Business Brochure for pricing details.

<https://scache.vzw.com/content/dam/support/pdf/device-protection-brochure-business.pdf>

Verizon offers ordering entities the ability to enroll in any of the following device protection options that provide coverage for loss, theft, damage or post-warranty defects on eligible devices, along with other benefits. As of the date of this agreement, benefits include coverage for:

- Wireless Phone Protection (WPP) – unlimited cracked screen repairs (for select smartphones, subject to parts availability) or device replacements for lost, stolen and damaged devices. In Florida, WPP coverage includes coverage for post-warranty defects. WPP is an insurance program and includes a claim limit and deductible.
 - WPP Smartphones/iPhones – 85913
 - WPP All Tablets & Basic - 85912
- Extended Warranty (EW) – unlimited repairs or replacements for post-warranty defects, including battery replacements for battery malfunctions (for select smartphones, subject to parts availability). EW is not available in Florida or for Florida customers.
 - EW – 79184
 - EW Smartphones (NY) – 87309
 - EW Tablets & Basic (NY) - 87310
- Total Equipment Coverage (TEC) – combines WPP and EW coverage; not available in Florida or for Florida customers. WPP is an insurance program and includes a claim limit and deductible.
 - TEC Smartphones/iPhones – 81495
 - All Tablets & Basic - 85921

Each device protection option is subject to the Device Protection for Business Terms and Conditions, which should be reviewed prior to enrollment, as the payment of premium is confirmation of agreement with and acceptance of those Terms and Conditions. A copy of the Terms and Conditions can be found in the Device Protection for Business Brochure (link above). The Terms and Conditions will also be delivered to the address of record for the ordering entity's account upon enrollment.

Ts&Cs Disclaimer: Device protection options, benefits and monthly prices/deductibles may change from time to time. WPP is an insurance program and TEC includes WPP. Information about current device protection options and program terms and conditions are available at [Device Protection Brochure & Terms and Conditions Business](#). Not all options presented in the brochure are available to ordering entities.

Device protection options, including the benefits offered, monthly premiums and any required deductible, may change from time to time. The ordering entity will be notified of changes to the program in accordance with the Terms and Conditions and applicable laws. The ordering entity may cancel device protection with respect to any Verizon Wireless number at any time.

IMPORTANT NOTE: Not all device protection options presented in the brochure are available to ordering entities.

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Plans and Associated Charges: Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses **END** or the call disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free. Airtime may be charged when dialing toll-free numbers.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the plan's rate and coverage area, unless otherwise specified in the plan.

Unlimited Messaging: Unlimited Messaging is included with select plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. **Friends & Family for Business:** Calls directed to and received from an account's listed Friends & Family numbers shall not use Monthly Anytime Voice Minutes. For Nationwide for Business plans with 900 minutes or more or 450 minute plan with the share option can add up to ten (10) Friends & Family numbers. Only calls from Nationwide Coverage Area to designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, or customer's own wireless or Voicemail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits; My Verizon, My Business Account or Verizon Enterprise Center is required to set up and manage Friends & Family numbers.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk Plus calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the International services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 12:00 am Saturday through 11:59 pm Sunday and 9:01 pm to 5:59 am Monday through Friday. If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes.

However, if either allowance is unlimited, the unlimited allowance will always apply first.

Nationwide for Business Share Option: The Share Option is available to businesses with a minimum of five (5) Nationwide for Business lines on the same account with the share option. The Monthly Anytime Minutes of all lines on an account will be aggregated, and then allocated first to the line with the highest anytime minute usage, and then to the line with the next highest usage.

Push to Talk Plus: Push to Talk Plus (PTT+) capable Equipment required. Push to Talk Plus capable Equipment can only be used with a Push to Talk Plus calling plan. **Subscribers switching from a Push to Talk Plus Calling Plan to another calling plan may not be able to use certain Push to Talk Plus capable Equipment with the new plan.** Push to Talk Plus calls may only be made with other Verizon Wireless Push to Talk Plus subscribers. Push to Talk Plus Subscribers may initiate or participate on a call, simultaneously, with as many as 250 total participants (total is limited to (50) if interoperating between 3G and 4G participants). Administrators can be designated to manage the Push to Talk contact lists via a single website interface with a single user name/password. Existing Push to Talk Subscriber Equipment may require a software upgrade to use Push to Talk Plus or replacement with a Push to Talk Plus capable device. Push to Talk Plus is only available within the National Enhanced Services Rate and Coverage Area and WiFi access points. There will be a delay from the time a Push to Talk Plus call is initiated until the Push to Talk Plus call is first received by the called party. If an incoming voice call is received while on a Push to Talk Plus call the voice call may be answered and the Push to Talk Plus placed on hold. If an incoming Push to Talk Plus call is received while on a Push to Talk Plus call the PTT call icon can be selected to connect to the Push to Talk Plus call. If the incoming voice or Push to Talk Plus call is not answered a missed call alert will display. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk Plus call. In-Call Talker Override (Talker Priority) allows a pre-determined user priority to take the floor to communicate urgent message over participant. Push to Talk Plus services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk Plus information.

International Long Distance: You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries; see verizonwireless.com/International for details.

Verizon Wireless International Long Distance Value Plan: International Eligibility required to call most countries. Value Plan feature is not available on all Plans. Rates are subject to change without notice. Standard International Long Distance rates apply in addition to airtime charges per your Plan on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls to Value Plan Countries made from your Plan's Rate and Coverage Area. If a subscriber's Plan's Rate and Coverage Area includes calls to any Value Plan country, those calls will be billed per the Plan. Except when roaming on another carrier's network, in which case that carrier's rates, taxes and surcharges apply. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long Distance rates. Additional surcharges may apply when calling certain destinations, see www.verizonwireless.com/international for details.

International Roaming: Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll

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charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using International Phone, or International Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. See verizonwireless.com/International for rates and destinations, which are subject to change without notice. International Eligibility required for GSM roaming, and for roaming in many destinations. Rates, terms and conditions apply only when roaming on participating GSM networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. You must add International Eligibility to your account to roam in many destinations. Visit verizonwireless.com/narooming. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

Roaming in GSM countries: GSM International Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published International Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers.

Data Services: Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the **SEND** or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at \$0.25/minute.

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please visit www.verizonwireless.com/networkoptimization. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [See www.verizonwireless.com/privacy]**

Unlimited Data Plans and Features (such as Mobile BroadbandAccess, Push to Talk Plus, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We will limit throughput or amount of data transferred exceeding 25 GB in any given billing cycle on any line, in any given billing cycle, for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 25 GB per line in a given billing cycle is presumed to be using the service in a manner prohibited above, and we

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reserve the right to immediately terminate the service of any such person without notice. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB in with prior written notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited VZAccess and VZEmail: Mobile BroadbandAccess, and InternationalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk Plus services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync. Unlimited BroadbandAccess and data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment

Data Roaming: International Eligibility is needed to roam in many destinations. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International.

International Data Optional Features: International PC Card required for international use. International PC Cards will not work in the United States or Canada and International Data Optional Features subscribers will need a Mobile Broadband PC card for domestic use. The domestic and International PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install International Data Optional Features VZAccess ManagerSM and run the OTA wizard. International Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

International Email SIM Cards: SIM Cards are available for use with your International PC Card, International Smartphone, or International Phone. Verizon Wireless is not responsible for any unauthorized use of subscriber's SIM Cards and subscriber must safeguard security codes. Placing your InternationalEmail SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card.

M2M Data Plan Terms and Conditions

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

Data Roaming: International Eligibility is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International.

M2M Data Plan Share Options

Share Options: Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans.

Account Share: Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans **on the same billing account, in the same usage group** (Low Usage and High Usage plans cannot share with each other). Unused KBs will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines **on the same billing account** that have exceeded their MB allowance during the same monthly billing period. At the end of each bill cycle any unused KBs allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile Share Plans.

Profile (Multi-Account) Share: Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans **on the same profile, in the same usage group**. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines **on the same profile**. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Call Filter Service Attachment to Verizon Wireless Agreement

Note: ¹A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts

This Call Filter Service Attachment ("Call Filter Attachment") to the Agreement between Customer and Verizon Wireless sets forth the terms and conditions specific to the Call Filter Service (described below) to be provided by Verizon Wireless to Customer hereunder. If there are any inconsistencies between this Call Filter Attachment and the Agreement, this Call Filter Attachment shall control with respect to the Call Filter Service functionality or operation. Any capitalized but undefined terms used in this Call Filter Attachment shall have the meanings given such terms in the Agreement.

- 1. Call Filter Service Overview.** Verizon Wireless's Call Filter Service allows Customer to take manage its calls (the "Service").
- 2. Call Filter and Call Filter Plus Service Description.** Call Filter is available to Customer for no additional monthly charges, and provides spam protection (spam alerts, blocking and reporting). Call Filter Plus provides added protection with caller ID and other premium features

for a monthly charge, which are set forth in Exhibit A attached hereto. Call Filter utilizes network-based functionality to provide spam alerts and caller ID information on Customer's devices, and will not require the Call Filter application for these features. Spam blocking and other enhanced spam protection tools require the Call Filter application and a compatible device. Availability of certain features will vary depending on the device. For a full list of compatible devices and available features by device, click on Supported Devices at <https://www.verizonwireless.com/solutions-and-services/call-filter/>. Basic phones will receive network-based spam protection. Call Filter requires Verizon Wireless's 4G LTE network; limited features of the Service may be available if Customer is roaming on a VoLTE network outside of Verizon Wireless's 4G coverage area.

3. **Call Filter Limitations.** Call Filter is not available for incoming calls from restricted or unlisted numbers. Call Filter does not detect spam calls from international numbers, but Customer may choose to block calls from international numbers. Call Filter utilizes analytics and databases that are continually evolving, including spam reporting by customers. Call Filter may not work with some of our other services like NumberShare or eSIM lines.
4. **Spam Protection and the Call Filter Application.** Call Filter will alert Customer when Customer receives potential spam calls and allows Customer to turn on the spam filter to automatically block (send directly to voicemail) spam calls based on Customer's preferred risk level (as determined by Customer in the Call Filter application). If Customer enrolls in Call Filter through the Call Filter application, Verizon will automatically turn on Customer's spam filter to block all high-risk spam calls, but Customer can always turn off or adjust the blocking within the Call Filter application. Call Filter Plus, provides additional protection with caller ID for unknown numbers, access to a risk assessment meter for each spam call, reverse spam number lookup, and additional categories of spam alerts including "Robo Caller" or "Potential Fraud." With Call Filter Plus, depending upon Customer's device, Customer may also be able to view a list of callers that have been identified as spam or blocked, and block and un-block specific numbers. Call Filter's spam detection and block management may inadvertently mislabel or block legitimate callers including those to whom Customer may have given consent to communicate with via Customer mobile number. Customer should check Customer voicemail to determine if the caller is legitimate (if they left a voice message and if Customer have voicemail enabled). Verizon Wireless does not guarantee that all calls that are spam will be detected. Customer's spam settings such as spam filters and personal block and spam lists will be permanently deleted once Customer changes devices, uninstalls the Call Filter application, unsubscribes or downgrades the Service, or in the case of Android users, disables the Call Filter application or clear application cache or data.
5. **Caller ID.** Caller ID, available with Call Filter Plus, displays the name, phone number, city and state of a caller's phone number, if these details are available and supported by Customer's device. Some devices may only display the caller's name as the Call Filter may not be available on all devices. Some devices also allow identification of text messages when using an eligible messaging application. Android users may also see the caller's uploaded photo if available.
6. The caller's identity may not show if they are labelled as Robo Caller, Potential Spam or Potential Fraud on certain operating systems. Customer's saved contact names will show instead of the caller identification (so if a call would normally show as a Robo Caller with the Service, but is in Customer's list of contacts, that contact name will show instead). If Customer uploads a photo, Customer's photo will be seen by other Verizon Wireless customers that use the Service but will not override a Customer's contact photo (uploading is not available for all devices).
7. **Data Charges.** Subject to the Agreement, data charges may apply for download of the application and use of the Service. Call Filter does not operate on Wi-Fi, so data charges may apply when using the Service even if Customer device is also connected to Wi-Fi. If Customer's device is eligible for the uploading or receiving of a picture, data charges apply to such uploading and also for receiving pictures. Such data charges will be billed to Customer's Verizon Wireless account according to Customer's data plan. The Service will automatically renew every month unless canceled. For Call Filter Plus, Customer will be billed a Monthly Access Fee as specified in Exhibit A.
8. **Privacy.** Verizon Wireless may use information about Customer's activity in the Service, subject to our Privacy Policy, which can be found at <http://www.verizon.com/about/privacy/>. In order to provide the Service to Customer, Verizon Wireless will access the following information: MTN, contacts, call log, and messages (Android devices only). Verizon Wireless does not share information for any other purposes other than to render the Service. While a Customer end user can review or turn off these permissions at any time in the device settings, without access to that information, the Service will not be provided to that device.
9. **Licenses and Restrictions.** Call Filter is the property of Verizon Wireless or its licensors. Call Filter software and any application installed on Customer devices are licensed and not sold to Customer. Verizon Wireless and its licensors grants to Customer a limited, non-exclusive, revocable, non-transferable, personal, non-commercial license to use the Service for its intended use, in the United States.
10. **Restrictions on Use.** Customer will not, or permit anyone else to, sell, resell, distribute, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, delete, record, translate, publish, upload, transmit, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code, or disassemble the Service of any software that forms part of the Service. Customer may not use the Service or any part of it for any improper use (including infringement of copyright or other intellectual property

rights) and must follow all laws. Customer will not alter, disable, or circumvent any features embedded in the software. All rights not expressly granted to Customer herein are reserved. Verizon Wireless may revoke this license at any time without notice.

11. **Branding.** All trademarks, service marks, trade names, logos, domain names, and any other features of Verizon Wireless's brand are the sole property of Verizon Wireless and Verizon Wireless does not grant any rights to such branding to Customer for any use at all. Customer may not remove or alter any copyright, trademark, or other intellectual property notices of the Service.
12. **User Content.** For certain eligible devices, the Service allows Customer to upload a photo to display. Customer may choose to attach a photo from Customer own photo gallery, a new photo that Customer take, or a photo available for use from an Internet search that Customer conducts. Customer is responsible for any content that Customer uploads to the Service. Verizon Wireless does not monitor or control the content Customer chooses to send via the Service and, Verizon Wireless disclaims all responsibility for such content. Photos that Customer did not take may be subject to copyright protection which limits or prohibits their copying, transmission and/or use. Customer agrees that Customer will not attach copyrighted content in a way that infringes any copyright, and that Customer is wholly responsible for any copyright infringement resulting from Customer's conduct. If Customer is unsure about whether Customer's conduct is lawful, Customer should not attach the content.
13. **Digital Millennium Copyright Act Notice.** If Customer believe that Customer content has been improperly used in the Service in a way that constitutes copyright infringement please contact Verizon at the address below. Pursuant to Title II of the DMCA, all claims alleging copyright infringement for material that is believed to be residing on Verizon's system or network should be promptly sent in the form of written notice to Verizon's Designated Agent. The Designated Agent for DMCA Notice is:

Verizon Copyright Department
1320 North Courthouse Road, Floor 9
Arlington, Virginia 22201, U.S.A.
Fax 703.351.3669
Email DMCA@verizon.com

NOTE: No other notices or communications should be sent to the Designated Agent, who is appointed solely for the purpose of receiving notices of claims alleging copyright infringement under the DMCA. Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. § 512(c)(3)). Valid notification must be a written communication that includes all of the following elements:

1. Signature of copyright owner or person authorized to act on behalf of the owner;
2. Identification of copyrighted work claimed to be infringed;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address);
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed.

It is the policy of Verizon that upon receipt of a valid DMCA notice Verizon will remove or disable access to allegedly infringing material. There are substantial penalties for false claims (see 17 U.S.C. § 512(f)).

14. **Open Source and Third Party Licenses.** Customer's use of the Service is subject to open source licenses that form part of the Service. Certain software or technical information is licensed from third parties, and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents. The open source licenses that form part of the Service are as follows:
 - <https://realm.io/legal/developer-license-terms/>
 - <https://github.com/CocoaLumberjack/CocoaLumberjack/blob/master/LICENSE>
 - https://developer.apple.com/library/archive/samplecode/GenericKeychain/Listings/LICENSE_txt.html#//apple_ref/doc/uid/DTS40007797-LICENSE_txt-DontLinkElementID_8
 - https://developer.apple.com/library/archive/samplecode/Reachability/Listings/LICENSE_txt.html#//apple_ref/doc/uid/DTS40007324-LICENSE_txt-DontLinkElementID_3
 - <https://github.com/mapierr/RNPinnedCertValidator/blob/master/LICENSE>
 - <https://github.com/scalessec/Toast/blob/master/license>
 - <http://www.apache.org/licenses/LICENSE-2.0>

- <https://Mozilla.org/MPL/2.0/>
- <https://github.com/RestComm/jain-sip/blob/master/licenses/NIST-CONDITIONS-OF-USE.txt>
- <https://github.com/RestComm/Jain-Sip/blob/master/licenses/JSIP%20Spec%20license.pdf>

15. **Termination.** Subject to the dispute resolution provision in the Agreement, Verizon may limit, suspend, terminate or discontinue the Service, or certain features or functions of the Service, at any time without notice, including if Customer breaches this Call Filter Attachment. Customer may terminate Customer's use of the Service at any time by unsubscribing to the Service.
16. **DISCLAIMER OF WARRANTIES.** THE SERVICE AND ANY INCLUDED APPLICATION IS PROVIDED BY VERIZON OR ITS LICENSORS 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR CONDITIONS OF ANY KIND, INCLUDING FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CUSTOMER USES THE SERVICE AT ITS OWN RISK. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, AVAILABILITY, COMPLETENESS, USEFULNESS, SECURITY, RELIABILITY, INTEROPERABILITY, OR THAT THE SERVICE WILL BE UNINTERRUPTED, VIRUS FREE, OR COMPATIBLE WITH YOUR DEVICE OR THAT THE SERVICE WILL MEET YOUR EXPECTATIONS AT ALL OR AS TO THE IDENTIFICATION, LABELING, SPAM OR BLOCK MANAGEMENT, OR BLOCKING OF CALLS. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS DO NOT PROVIDE ANY WARRANTY (EXPRESS OR IMPLIED) OR GUARANTEE THAT ALL SPAM, ROBOCALLER AND FRAUDULENT CALLERS WILL BE IDENTIFIED, LABELED CORRECTLY OR BLOCKED. THE SERVICE COULD CAUSE DAMAGE TO CUSTOMER, ITS DATA, DEVICES, SOFTWARE OR HARDWARE.
17. **LIMITATIONS OF LIABILITY.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE LIABILITY OF VERIZON WIRELESS OR ITS LICENSORS, AND VENDORS FOR MONETARY DAMAGES FOR ANY CLAIMS, THAT CUSTOMER MAY HAVE UNDER THESE TERMS ARE LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD, AND THE MAXIMUM IN DAMAGES RECOVERABLE SHALL BE TEN (\$10) U.S. DOLLARS. UNDER NO CIRCUMSTANCES ARE VERIZON WIRELESS, ITS LICENSORS, AND VENDORS LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, REPUTATION, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES ON ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE SERVICE OR THE INABILITY TO USE THE SERVICE IN ANY WAY WHETHER FORESEEABLE OR NOT OR WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR PENALTIES (DIRECT OR INDIRECT) AS A RESULT OF MIS-IDENTIFICATION, MIS-MANAGEMENT OR BLOCKING OF A CALLER OR FAILURE TO PROPERLY IDENTIFY, MANAGE OR BLOCK A CALLER.
18. **[Reserved]**
19. **Export Control.** Use of the Service may be subject to the export and import laws of the United States and other countries. Customer agrees to comply with all applicable export and import laws and regulations. By using the Service and/or by downloading the applicable Application, Customer agrees that Customer are not located in, under the control of, or a resident or national of any country, or person, on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department Table of Deny Orders. Customer also agrees that Customer are not located in a country that is subject to the U.S. government embargo, or that is designated by the U.S. as a terrorist supporting country and Customer are not listed on any U.S. government list of prohibited or restricted parties. Customer agrees also not to attempt to export or import any encrypted information, materials, hardware or software.
20. **Safety.** Customer must not endanger either Customer or others by using the Service while driving or engaging in any other activity that requires Customer's full attention.

Regulatory Surcharges and Fees

In addition to taxes, charges and fees that Verizon is required to collect, we also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include state-specific surcharges and surcharges that are imposed nationwide. These nationwide surcharges include the Federal Universal Service Charge, the Regulatory Charge and the Administrative Charge. These surcharges are Verizon charges, not taxes, and are subject to change. Because these surcharges are not taxes, your tax exemptions, if any, will not apply to these charges. So long as the customer has not elected to suppress bill notices, we provide notice of surcharge rate changes on the monthly bill.

Federal Universal Service Charge

The FCC collects a fee from all carriers for the Federal Universal Service Fund (FUSF). The FCC uses the FUSF monies to promote universally affordable telecommunications and information services to all Americans, including low-income consumers, eligible schools, libraries and rural healthcare providers. The FCC allows carriers to pass through this fee to customers. The Federal Universal Service Charge (FUSC) collected by Verizon is a percentage of the customer's monthly bill and is used to defray the costs of the FUSF. The FUSC is collected on most items on the bill, other than data charges for wireless broadband Internet access, equipment charges and taxes. As of January 1, 2020, the basic FUSC rate is 21.2% and changes quarterly. If the customer does not exceed the included number of minutes, the FUSC rate for bundled minute plans is 6.148%; the 21.2% rate applies to long distance interstate calls that exceed the customer's included bundle of minutes. Other services, such as VOIP, are charged a lower FUSC rate.

We also impose state universal service charges. These charges vary by jurisdiction and are subject to change.

Regulatory Charge

The Regulatory Charge is an assessment that helps defray our ongoing costs of complying with various governmental mandates and assessments. Examples include:

- The cost of the license fees assessed by the FCC
- Costs assessed by the FCC to administer local number portability requirements

This charge is subject to change over time upon notice and is taxable in most jurisdictions. The Regulatory Charge is \$0.02 per line for wireless Mobile Broadband Internet access and Machine to Machine devices and \$0.15 per line for all other services.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. C.

Meeting Date: 08/12/2020

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding escrow instructions for the purchase of land on County 24th Street between Avenue E and Avenue F for a community park in East San Luis.

(Kay Marion Macuil, City Attorney)

SUMMARY:

This item is to approve the escrow instructions/purchase agreement for the purchase of land for the new community public park to be on 24th Street between Avenue E and Avenue F in East San Luis. These escrow instructions will also become the agreement to purchase the land. On February 26, 2020, Council approved a development agreement for the public park with Comite De Bienestar, Inc. ("Comite") and amended it on June 24, 2020, both documents are attached. As you may recall, Comite holds an option to purchase the property from Border Ranches, L.L.C., which is the owner of the land. These escrow instructions provide that the city will buy half of the land that Comite is buying from Border Ranches at the price that Comite is paying, plus the city's share of escrow costs.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO

- **APPROVE THE ESCROW INSTRUCTIONS AS PRESENTED,**
- **AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME ON BEHALF OF THE CITY AND**
- **AUTHORIZE STAFF TO TAKE SUCH ACTIONS AS MAY BE NEEDED TO CLOSE ESCROW ACCORDING TO THE TERMS PRESENTED AND ACQUIRE TITLE TO THE SUBJECT PROPERTY.**

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: City Developer Impact Fees

TOTAL: \$728,560.00

BUDGETED AMOUNT: \$680,000.00

AVAILABLE AMOUNT TO TRANSFER: N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 806-860-90015.145 \$1,180,000

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

The total of \$728,560.00 includes \$718,560.00 for the purchase of the land and \$10,000.00 for closing costs and related expenditures. We budgeted \$680,000.00 for the purchase of the parkland. There are sufficient funds in the impact fees account 806-860-90015.45 to cover the shortage of \$48,560.00.

Attachments

Escrow Instructions

Development Agreement

Amendment

Comite Option

Supplemental



**CHICAGO TITLE
COMPANY**

SALE ESCROW INSTRUCTIONS

Chicago Title Agency, Inc., an AZ corporation
963 E. B Street, Office 5
San Luis, AZ 85349
Phone: (928)304-0594 Fax:

Date: July 16, 2020
Escrow No.: 2001417MU
Property: Vacant land
San Luis, AZ 85349

Border Ranches. LLC

herein "Seller"
whose address is 11593 S Fortuna Rd., Yuma, AZ 85367
Phone: (928)342-7300

The City of San Luis

herein "Buyer"
whose address is 1090 E Union St., San Luis, AZ 85349
Phone: (928)341-8520

- This Agreement is subject to the provisions of ARS §38-511

TITLE POLICY TO SHOW TITLE VESTED IN

The City of San Luis

Buyer(s) have deposited with escrow, receipt of which is hereby acknowledged an initial deposit in the amount of \$ 0.00

Prior to the close of escrow, Buyer will hand you the balance of down payment (plus \$484.00 closing costs, if applicable payable to Chicago Title Agency, Inc., an AZ corporation) the sum of \$ 719,044.00

Total Consideration \$ 718,560.00

I/We hereby employ Chicago Title Agency, Inc., an AZ corporation to act as Escrow Agent in connection with a sale by Seller to Buyer upon the following terms and conditions, which shall be complied with on or before **July 31, 2020**, or as soon thereafter as possible unless a demand for cancellation has been made on Escrow Agent as provided for in these escrow instructions.

The property being sold is located in Yuma County, Arizona, and is described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Seller represents Property address to be: Vacant land, San Luis, AZ 85349

Seller and Buyer Obligations are check (X)	SELLER	BUYER
Title Policy Insuring:		
Owner <input type="checkbox"/> Alta <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Extended	X	
Escrow Fee	X	X
Recording and Filing Service Fee	X	X
Sale Escrow Instructions Fee	X	X

Taxes, homeowner's association fees, rents, irrigation fees, and if assumed, insurance premiums, interest on assessments, interest on encumbrances and service contract shall be prorated as of **close of escrow**, unless otherwise specified herein.

The amount of any assessment, other than homeowner's association assessments, which is a lien as of the close of escrow, shall be prorated and assumed by Buyer. Any assessment that becomes a lien after close of escrow is the Buyer's responsibility.

PRORATIONS: Prorate as of Close of Escrow

- Taxes, homeowner's association fees, rents, and irrigation fees, as applicable.

GENERAL PROVISIONS

SELLER AND BUYER AGREE AS FOLLOWS:

- 1. DEPOSIT OF DOCUMENTS AND FUNDS.** Buyer and Seller agree to pay all costs incurred by Escrow Agent in handling the escrow and to deposit into escrow all documents and funds, and do all other things, necessary to complete the transaction that is the subject of the escrow and to enable Escrow Agent to record or deliver these documents. In addition, Buyer and Seller agree to immediately deposit with or refund to Escrow Agent all funds requested by Escrow Agent after close of escrow to pay any amounts that may be required by any taxing authority or any lender that holds or will hold, at close of escrow, a mortgage or deed of trust encumbering the property. All funds will be in the form of United States dollars. Escrow Agent is instructed to deposit all funds in a non-interest bearing general escrow account in one (1) or more financial institutions doing business in Arizona and whose deposits are federally-insured.

The parties to this escrow acknowledge that the maintenance of such escrow accounts with some depository institutions may result in Escrow Holder's or its affiliates being provided with an array of bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Holder or its affiliates, and Escrow Holder or its affiliates shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.
- 2. DISBURSEMENT AND RECORDING.** Buyer and Seller instruct Escrow Agent to pay from funds deposited into escrow all amounts necessary to procure documents and all other charges or obligations necessary to consummate this transaction, in accordance with these instructions and the Settlement Statement. Escrow Agent is authorized to act upon any statement furnished to Escrow Agent by a lien holder or its agent, without liability or responsibility for the accuracy of the statement. When these instructions have been complied with and the insurer is willing to issue the requested title insurance policy and when Escrow Agent's fees and charges have been paid, Buyer and Seller instruct Escrow Agent to file, deliver, or record all documents. Disbursement of funds may be in the form of Escrow Agent's check.
- 3. CLEARANCE OF FUNDS BY ESCROW AGENT.** Escrow Agent is not liable for any loss or impairment of funds while those funds are in the course of collection or while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of such financial institution. Notwithstanding any provisions of applicable law, and in Escrow Agent's sole discretion, Escrow Agent is not obligated to disburse any funds represented by check or draft until Escrow Agent is advised by the financial institution in which the check or draft is deposited that such check or draft has been honored.
- 4. PRORATIONS AND ADJUSTMENTS.** Prorations will be calculated on the basis of a thirty (30) day month. All items to be prorated have been submitted to escrow and Buyer and Seller agree to hold Escrow Agent harmless as to any items or information not submitted to escrow for proration calculation. Real estate taxes are prorated on the basis of the current year if the taxes for the current year are available on the business day preceding the close of escrow through the real estate tax reporting service used by Escrow Agent or if the parties have delivered to Escrow Agent on or before the business day preceding the close of escrow a copy of the current tax bill issued by the county Treasurer. Escrow Agent is not liable or responsible for making an adjustment in the escrow settlement if the taxing authority, after the close of escrow, determines that additional taxes are due.
- 5. INDEMNITY.** Buyer and Seller will pay all costs, damages, attorneys' fees, costs, expenses and liabilities that Escrow Agent may incur or sustain in connection with these instructions, the escrow or any court action or dispute resolution procedure arising from these instructions or the escrow, including without limitation any legal action to enforce collection of its fees, costs or charges, unless caused by the bad faith, willful misconduct or gross negligence of Escrow Agent.
- 6. AFFIDAVIT OF REAL PROPERTY VALUE.** Escrow Agent is instructed to execute and file on behalf of Buyer and Seller the affidavit required by Arizona Revised Statutes Section 11-1133, using the sales price as the total consideration if at the time of filing the affidavit has not been executed by the parties.
- 7. ESCROW AGENT'S LIEN.** Buyer and Seller grant Escrow Agent a lien on all property and funds deposited into escrow. Buyer and Seller hereby authorize Escrow Agent to reimburse itself for its fees, charges and all damages or expenses it may incur in connection with the escrow and the performance of Escrow Agent's duties, including without limitations costs, damages and attorneys' fees.
- 8. INSURANCE OTHER THAN TITLE.** Escrow Agent has no responsibility to procure, renew, or otherwise keep in force any flood insurance or other policies of insurance. If instructed, Escrow Agent is authorized to execute on behalf of Buyer or Seller form assignments of, or to order changes to, any insurance other than title insurance and to forward policies to the insurer's agent with a request that the insurer consent to a transfer, attach a loss payable clause or other endorsement or make any other additions or corrections that may be required and that the insurer's agent return the policies to the parties entitled to them. Buyer and Seller are responsible to pay premiums; maintain insurance in full force and effect; renew, transfer, assign or properly endorse policies of insurance; cancel or terminate policies; and determine that the types and amounts of insurance coverage are appropriate or sufficient. Escrow Agent may rely on the insurance information furnished by Buyer or Seller or their agents, and is not liable for any inaccuracy of such information and is not obligated to inquire into the accuracy or sufficiency of such information.
- 9. CONFLICTING DEMANDS.** In the event of any conflicting demands concerning these instructions or this escrow they authorize Escrow Agent, at its election, to hold any money and documents deposited hereunder until it receives mutual instructions from all parties or until a court of competent jurisdiction has finally determined the rights of all parties. In the alternative, Escrow Agent may, at its discretion at any time, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction to determine its rights and the rights of the parties to this escrow.
- 10. RESIGNATION.** Escrow Agent may resign upon written notice to Buyer and Seller. If Escrow Agent resigns, all funds, less Escrow Agent's charges, and all documents held by Escrow Agent will be returned to the party that deposited them into escrow and Escrow Agent will have no liability under these instructions.

GENERAL PROVISIONS

(continued)

- 11. CANCELLATION.** Except as otherwise provided in these instructions, any party who wishes to cancel these instructions because of any material breach by another party, and who is not in material breach except as occasioned by a material breach by the other party, may cancel these instructions by delivering written notice of cancellation to both the breaching party and to the Escrow Agent stating the nature of the breach. Cancellation will become effective immediately upon delivery of the written notice of cancellation to both the breaching party and the Escrow Agent. In the event of a dispute between Seller and Buyer regarding earnest money deposited in escrow, Seller and Buyer authorize Escrow Agent to release the earnest money pursuant to the terms and conditions of these instructions. Seller and Buyer specifically authorize Escrow Agent to act in its sole and absolute discretion in the release of earnest money. Seller and Buyer agree to hold harmless and indemnify Escrow Agent against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorneys' fees, arising from or relating in any way to the release of earnest money. Notwithstanding any other provision in these instructions, Escrow Agent may at its election and in its sole discretion in the event of any conflicting demands made upon it concerning these instructions or this escrow, hold any money and documents deposited in escrow until it receives mutual instructions by all parties or until a civil action has been concluded in a court of competent jurisdiction determining the rights of the parties. In the alternative, Escrow Agent may at any time at its discretion commence a civil action to interplead any conflicting demands to a court of competent jurisdiction and will be entitled to deduct its costs and attorneys' fees from funds deposited in connection this interpleader action.
- 12. FAILURE OF PARTIES TO ACT.** If Escrow Agent is presented with conflicting demands as to any funds or documents on deposit when the escrow is canceled by either of the parties and the parties cannot agree as to their disposition and no legal action to resolve the conflict has been commenced within one (1) year from the date Escrow Agent notified the parties of the conflicting demands, Escrow Agent will return without further notice the funds and the documents to the party who deposited them, after deducting all charges, and Escrow Agent will have no further duty or liability in connection with the funds, the documents or the escrow. If the parties have taken no action within six (6) months after the date set to close escrow, as extended from time to time in writing, Escrow Agent may as its discretion terminate the escrow and return all documents and funds to the parties who deposited them or for whose benefit or credit they were deposited.
- 13. REAL ESTATE COMMISSIONS.** Upon cancellation of these instructions, if commissions are claimed to be due from Seller or Buyer to any licensed Real Estate Broker, and if the Broker has deposited in escrow a written commission agreement or commission authorization executed by a party to this escrow, Escrow Agent is authorized to disburse funds in accordance with the agreement or authorization. The party obligated to pay the commission will not acquiesce in or agree to any mutual cancellation of these instructions without the written approval of the Real Estate Broker.
- 14. NOTICE, DEMAND OR DECLARATION.** If for any reason a Notice, Demand or Declaration of any kind is to be given by either party to the other party, said Notice, Demand or Declaration shall be in writing, signed by the party giving the Notice or making the Demand or Declaration, directed to the other party and shall be filed with Escrow Agent. Escrow Agent shall within a reasonable time after receipt of said Notice, Demand or Declaration, or within the time otherwise specified herein, send it to the party to whom it is directed by enclosing a copy of said instrument in an envelope addressed to said party at the last address which said party shall have filed with Escrow Agent, or if no address has been so filed, to said party in care of General Delivery at the city in which the office of Escrow Agent is located as shown on the first page of these instructions and depositing said envelope with proper postage affixed thereto in the United States mail. The mailing of any such instrument by Escrow Agent in the manner herein provided shall constitute notice of the contents of such instrument to the party to whom the instrument is directed as of the date of such mailing and no further notice thereof shall be required.
- 15. ACTS OUTSIDE OF ESCROW.** Whenever provision is made herein for the payment of any sum, the delivery of any instrument or the performance of any act "outside of escrow", Escrow Agent shall not be responsible therefor, shall not be concerned therewith and is specifically relieved of any obligation relative thereto.
- 16. APPROVALS.** Buyer and Seller instruct Escrow Agent to record and disburse upon receipt of all signatures and funds in escrow. Buyer and Seller have reviewed and approved the Settlement Statement dated on or about close of escrow. To the best of their knowledge and belief, it is a true and accurate statement of all authorized receipts and disbursements made on their account or by them in connection with this escrow. Buyer has received and reviewed the Commitment for Title Insurance and Buyer acknowledges Buyer's approval and acceptance of all matters set forth therein.
- If this escrow sale transaction and the contract states that the escrow fee and/or recording fee(s) and/or recording service fee shall be allocated in the usual or customary manner, Buyer and Seller acknowledge that said charges shall be paid one-half (1/2) by Buyer and one-half (1/2) by Seller. If the contract does not state how escrow fee and/or recording fee(s) and/or recording service fee shall be paid, then Buyer and Seller acknowledge that said charges shall be paid one-half (1/2) by Buyer and one-half (1/2) by Seller. In either case, the party requesting or benefiting from additional services including but not limited to overnight delivery, courier services, wiring charges, email document fees, payoff tracking fees, signing fees, etc. shall pay for such services if and as incurred. In circumstances where the buyer is obtaining a new VA loan, the seller shall pay the entire escrow fee.
- 17. COPIES TO REAL ESTATE AGENTS OR LENDERS.** Escrow Agent is authorized to furnish copies of any documents or papers to the parties' designated real estate agents or lenders. The parties designate their real estate agents as their duly-authorized agents for the purpose of accepting on their behalf documents or notices intended for delivery to the parties.
- 18. CONSTRUCTION AND INTERPRETATION.** These instructions and any written amendments or supplements thereto shall constitute the complete escrow instructions, notwithstanding the provisions of any purchase contract or other agreement, oral or written, between the parties. Any amendments and supplements to these instructions must be in writing and signed by all parties. To be effective the amendment must be delivered to and accepted by Escrow Agent. Escrow Agent is authorized to rely upon duly-executed instructions or notices that have been received by facsimile transmission. Time is of the essence of these instructions. The language of these instructions shall be interpreted according to its fair meaning and not strictly for or against either party or Escrow Agent. Words used in the masculine, feminine or neuter gender shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with the circumstances. If any provision of these instructions is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

GENERAL PROVISIONS

(continued)

- 19. PROFESSIONAL ADVICE.** Buyer and Seller acknowledge that Escrow Agent has not given and will not be requested or expected to give financial, tax, or legal advice; to give advice as to the type or form of any instrument to be used in connection with this escrow; to review any documents deposited into escrow to determine their legality or sufficiency; to explain the meaning or legal consequences of any document; to make any inquiry of any nature concerning the financial condition of any party or entity; to opine as to the value or condition of the real or personal property; to assist in negotiating or structuring of the transaction; to verify square footage; or to determine possessory rights. As a convenience for Buyer and Seller, Escrow Agent may make available certain standard forms of instruments that are commonly used in Arizona but does not, and will not, recommend or select a particular form and will not complete, fill in or alter any form unless specifically instructed to do so by the parties, their attorneys, representatives or agents, who will designate the specific information to be inserted on the form or other specific source of such information.
- 20. DEFINITIONS.** "Charges" refer to all expenses and obligations incurred by the Escrow Agent on behalf of the parties pursuant to these instructions, including all escrow fees and all fees in connection with the issuance of, or the cancellation of an order for, a title insurance policy or other evidence of title to real property. "Close of Escrow" is the date on which the documents vesting the Buyer's interest in accordance with these instructions are recorded. "Party" refers to Seller or Buyer.
- 21. BUSINESS DAY.** The day established herein for compliance with any requirement shall end at the close of the then regularly established public business hours of Escrow Agent for such day; provided, should Escrow Agent be closed during any of said business hours on said day, such requirement may be met during normal business hours on the next succeeding day on which Escrow Agent is open for business.
- 22. TITLE INSURANCE.** The title insurance provided for, unless otherwise specified herein or in the lender's instructions, shall be a standard coverage form of title insurance policy subject to those provisions of the title insurer's commitment for title insurance, preliminary title report or policy with a liability not less than the purchase price paid by the buyer or the amount of any loan, the title insurer to be that company customarily used by the office of the Escrow Agent shown on the front hereof. The parties understand that Escrow Agent is only the agent for the title insurer, that the title insurance contract is between the insured owner and the title insurer and that these escrow instructions do not alter, affect or amend that contract. The employment of Chicago Title Agency, Inc., an AZ corporation as Escrow Agent shall not affect any right of subrogation under the terms of any title insurance policy issued pursuant to these instructions.
- 23. NOTICE OF ABANDONED OR DORMANT FUNDS CUSTODIAL FEE.** This rate shall apply when funds are remaining in an escrow account, account servicing or trust account due to a payee's failure to negotiate a check provided as payment or fails to claim the funds belonging to them that remain in the account. There shall be a minimum charge of One Hundred Twenty And No/100 Dollars (\$120.00), which shall be considered earned when (a) funds remaining in an escrow have not been claimed for a period of one hundred eighty (180) days from the time the funds became available or (b) when a check remains un-cashed for a period of ninety (90) days after date of issuance. When the funds have remained in escrow for a period of more than twelve (12) months, then there shall be an additional fee of Ten And No/100 Dollars (\$10.00) per month or fraction thereof, which shall be considered earned at the end of each additional month. This fee shall also apply to charges that occurred in escrow, wherein a payee other than a principal to the escrow, failed to negotiate amounts tendered to them through the escrow or failed to claim funds belonging to them that remain in escrow. Fees as incurred shall be deducted from the amount held prior to disbursement and until such time as any remaining funds are escheated to the state pursuant to ARS Title 44, Chapter 3, Article 1. In the event the amount of the fee(s) incurred is/are more than the amount of funds held in escrow, then the amount of the funds remaining in the file shall be considered payment in full of the fees due.
- 24. EXCLUDED MATTERS.** Unless agreed to specifically in writing by Escrow Agent, Escrow Agent will not investigate and assumes no liability for unrecorded liens, including without limitation mechanics' liens; proposed improvement district liens or assessments; homeowner's association liens; personal property taxes or transfer of personal property; utility charges or deposits; boundary lines or location or condition of improvements; square footage; possessory rights, including without limitation delivery of possession; transfer of utilities; compliance with limitations on the use of property, including without limitation building or zoning ordinances or restrictions; taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property as of the closing of this escrow or which were not disclosed to Escrow Agent; reservations or exceptions in patents; transfers or filings of water rights or water rights applications; treatment or investigation of wood infestation; usury in any loan involved in the escrow; the availability of or charges for water, power, or waste collection; compliance with or violation of any environmental law; the legal or tax consequences of vesting; and the sufficiency or correctness as to form or manner of execution of any document deposited by the Buyer or Seller, their agents or any lender, or the identity, authority or right of any person executing documents.
- 25. CERTIFICATION.** Buyer and Seller have read and understand these instructions and all instruments bearing their signature or bestowing a benefit upon them, including without limitation any promissory note in their favor, and understand that their signatures signify their approval of the contents of these instructions and any such instruments. Buyer and Seller acknowledge that they have been advised of their right to seek independent advice before signing these instructions and any instruments and were given the opportunity to ask questions of the Escrow Officer about these instructions and the Settlement Statement. Buyer and Seller understand that Escrow Agent is relying upon this certification in closing the escrow, and agree that Escrow Agent will continue to act pursuant to these instructions until served with a written notice of cancellation of these instructions, signed by both Buyer and Seller.

GENERAL PROVISIONS

(continued)

- 26. NON-RESIDENT ALIEN.** The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Chicago Title Agency, Inc., an AZ corporation will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. Chicago Title Agency, Inc., an AZ corporation will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. Chicago Title Agency, Inc., an AZ corporation is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. Chicago Title Agency, Inc., an AZ corporation is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. Chicago Title Agency, Inc., an AZ corporation is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from Chicago Title Agency, Inc., an AZ corporation is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.
- 27. DELIVERY/RECEIPT.** Delivery to principals as used in these instructions unless otherwise stated herein is to be by hand in person to the principal, regular mail, email or fax to any of the contact information provided in these instructions. If delivered by regular mail receipt is determined to be seventy-two (72) hours after such mailing. All documents, balances and statements due to the undersigned may be delivered to the contact information shown herein. All notices, change of instructions, communications and documents are to be delivered in writing to the office of Chicago Title Agency, Inc., an AZ corporation as set forth herein.
- 28. JURISDICTION, VENUE, CHOICE OF LAW.** Any litigation or arbitration arising out of this escrow that involves Escrow Agent will be filed and maintained in the county in which the real property that is the subject of this escrow is located. The prevailing party or parties in any litigation or arbitration proceeding including Escrow Agent will be awarded, in addition to any other available remedy, all expenses, fees and costs, including expert witness fees, and all reasonable attorneys' fees incurred by the prevailing party or parties. The award of costs, fees, expenses, and attorneys' fees will be determined by the court or arbitrator, and not by a jury. Arizona law will govern all of the terms and provisions of these instructions and the escrow.
- 29. NOTICE.** Buyer and Seller agree that all notices delivered to any party or to Escrow Agent in accordance with the contract between Buyer and Seller will be delivered to all parties and to Escrow Agent to constitute effective notice under the contract.
- 30. INSPECTIONS, CONTINGENCIES, CONDITIONS, AND REPAIRS.** All inspections, contingencies, conditions, or repairs, if any, have been met, satisfied, waived, and paid for directly outside of escrow. Buyer and Seller agree to indemnify and hold Escrow Agent harmless from any liability whatsoever regarding inspections or repairs, or any payment or performance to be handled outside of escrow.
- 31. COMPLIANCE WITH LAW.** Seller represents and warrants to Escrow Agent that Seller has complied with all applicable federal, state, and local laws and regulations relating to the subdivision, lot split, or sale of real property and will pay all costs, damages, attorneys' fees, expenses and liabilities that Escrow Agent may incur or sustain in connection with any breach by Seller of this representation and warranty.
- 32. NOTICE OF CLOSING PROTECTION.** Pursuant to ARS §6-841.02, Buyers and Sellers of a residential dwelling are hereby notified that the title insurer shall offer on request a Closing Protection Letter that provides protection for the loss of escrow monies due to fraud or dishonesty of the escrow agent. For purposes of this notice, "residential dwelling" means an owner occupied structure or an investment property that is designed for residential use by four or fewer families.
- If you are involved in a real estate transaction in which one or more policies of title insurance will be issued, you are also entitled to a Closing Protection Letter. If a Loan Policy of title insurance insuring the title to the property you are buying is being issued to your mortgage lender and that lender has requested, a Closing Protection Letter, you automatically received the benefit of the Closing Protection Letter issued to the lender. If you are the Seller, the Closing Protection Letter issued to the purchaser's lender does not provide the benefit of its terms to you. If the transaction in which you are involved is a cash transaction and no lender is involved, no Closing Protection Letter is being issued unless you specifically request it.
- A Closing Protection Letter offers reimbursement for loss in connection with misappropriation of closing funds and noncompliance with written closing instructions. A Closing Protection Letter may be issued to protect you. The charge for this coverage is Twenty-Five And No/100 Dollars (\$25.00) per letter issued in connection with a real estate closing in which one or more of the Company's title insurance policies are being issued.
- You may obtain a Closing Protection Letter if you request it at this time.
- If you are uncertain as to whether you should obtain a Closing Protection Letter, you are urged to seek independent advice.
- 33. NOTICE OF PURCHASER DWELLING ACTION.** Pursuant to A.R.S. §12-1363(L), Escrow Agent hereby gives Buyer notice of the provisions of A.R.S. §12-1361, 12-1362 and 12-1363 regarding "Purchaser Dwelling Actions." Buyer is advised to consult with Buyer's own advisors regarding these statutes. Escrow agent makes no representations regarding the applicability or effect of these statutes. Copies of the Statutes are available at <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

GENERAL PROVISIONS

(continued)

34. NOTICE OF RIGHT TO EARN INTEREST. Pursuant to ARS §6-834(D), notice is hereby given of the right to earn interest on escrowed funds. An interest bearing account may be opened on your behalf, as follows:

1. You must ask your Escrow Agent to set-up and interest bearing account on your behalf.
2. You agree to pay the escrow service charge in the amount of Fifty And No/100 Dollars (\$50.00) for establishing such an account.
3. To establish an interest bearing account, ask for an "Interest Bearing Account Authorization". You may also be asked to complete an IRS Form W9 and/or provide your U.S. Taxpayer Identification Number as may be required by the depository to establish such an account. Any forms requested must be completed and returned to your Escrow Agent before such an account can be opened with the depository.
4. You may contact your Escrow Agent at Chicago Title Agency, Inc., an AZ corporation, 963 E. B Street, Office 5, San Luis, AZ 85349, (928)304-0594, fax .

As an example, the estimated amount of interest you may earn on a deposit of One Thousand And No/100 Dollars (\$1,000.00) for a thirty (30) day period at an estimated savings account interest rate of Two Percent (2%) per annum is One And 67/100 Dollar (\$1.67). Interest earned is dependant upon the amount of the deposit, the time of deposit and prevailing interest rate at the time.

35. NOTICE OF UNINSURED MONIES. Pursuant to A.R.S. §6-841.03. Notice is hereby given that the monies deposited into an escrow account are not insured against loss from fraud or theft by the State of Arizona or the United States government. However, escrowed funds are deposited with depositories that are insured by the Federal Deposit Insurance Corporation (FDIC).

END OF INSTRUCTIONS

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

The City of San Luis

BY: _____
Glenn Gimbut

Date

SELLER(S):

Border Ranches. LLC

BY: _____

Date

EXHIBIT "A"
Legal Description

A portion of the Northeast quarter of the Northwest quarter of Section 15, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona more particularly described as follows:

BEGINNING at the intersection of Avenue E½ and Co. 24th Street, being also this point the North quarter corner of said Section 15, said point also being the **TRUE POINT OF BEGINNING**;

Thence S00°03'04"E a distance of 687.50', to a point;

Thence S89°59'23"W a distance of 164.73' to the beginning of a curve to the right having a radial bearing of N00°08'46"W;

Thence along said curve to the right of radius 200.00', through a central angle of 17°08'49" and arc distance of 59.85 feet to the end of the curve having a radial bearing of S17°00'04"W to the beginning of a curve to the left having a radial bearing of S17°00'04"W;

Thence along said curve to the left of radius 200.00', through a central angle of 17°08'49" and arc distance of 59.85 feet to the end of the curve having a radial bearing of N00°08'46"W to a point;

Thence S89°59'23"W a distance of 1009.42' to a point;

Thence N00°01'13" E a distance of 670.00' a point;

Thence N89°59'23" E a distance of 1291.28' to the **TRUE POINT OF BEGINNING**;

Except the North 50.00', the East 40.00' and the Northeast 80' X 80' sight visibility triangle right-of-way thereof.

2020-07256 ORDER
03/05/2020 09:09:32 AM Pages: 16 Fees: \$15.00
Requested By: SAN LUIS CITY CLERK
Recorded By: mlopez
Robyn Stallworth Poudre County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

**CITY OF SAN LUIS
P.O. BOX 1170
SAN LUIS, ARIZONA
ATTN: CITY CLERK**



The above area is to be reserved for recording information

CAPTION HEADING:

Order No. 2020-3

Approving and adopting a development agreement with Comite de Bienestar, Inc to purchase 20 acres of land for use as a city park

RECEIVED

2020 MAR 19 P 1:13

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK



Order

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2020-3

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT WITH COMITE DE BIEN ESTAR, INC. TO PURCHASE 20 ACRES OF LAND FOR USE AS A CITY PARK.

BE IT SO ORDERED by the Mayor and City Council of the City of San Luis, Arizona:

Section 1. It is deemed in the best interest of City of San Luis and its residents that the city enter into a Development Agreement with the Comite de Bien Estar, Inc. for the purchase of 20 acres of land for use as a city park.

Section 2. A true copy of the Development Agreement is incorporated herein as though set forth again in full.

Section 3. The Mayor is authorized and directed to execute said Development Agreement for and on behalf of the City of San Luis and the City Clerk to attest the same.

Section 4. City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Order.

Section 5. The San Luis City Clerk and the City Clerk's designee are authorized and directed to deliver this Development Agreement to the Comite de Bien Estar, Inc. and to maintain a fully executed Development Agreement in the official files of the City Clerk.


PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this 26th day of February 2020.


Gerardo Sanchez, Mayor

ATTEST:


Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil, City Attorney

DEVELOPMENT AGREEMENT

26th THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this day of February 2020, by and between Comite de Bien Estar, Inc., an Arizona non-profit corporation, (the "Developer") and the City of San Luis, an Arizona municipal corporation (the "City"). This Agreement is entered into pursuant to City Order Number 2020-3.

The Developer and the City may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property that is located in the City; and

B. WHEREAS, Developer has an option to purchase land that is described on Exhibit A, attached hereto, and desires to exercise the said option; and

C. WHEREAS, the City desires to purchase a portion of said Property (the portion is described on Exhibit B) from Developer for the purpose of establishing a municipal park (hereinafter "Park"); and

D. WHEREAS, the Parties hereto desire to enter into an agreement to provide for the development of the property being retained by the Developer (hereinafter "Developer Property") after the sale to City; and

E. WHEREAS, the Parties will be simultaneously entering into escrow instructions for the purchase of property, said instructions constituting a separate and distinct agreement; and

F. WHEREAS, Developer and City desire to see the ultimate development of the properties of both Developer and City to be such as to be beneficial to both, with the understanding that the project will have a significant and positive impact upon the City and its residents; and

G. WHEREAS, the City's governing body has authorized the execution of this Agreement by Order Number 2020-3.

NOW, THEREFORE, the Parties agree as follows:

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AGREEMENT

ARTICLE 1: DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

- 1.01. Agreement shall mean this agreement.
- 1.02. City shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.
- 1.03. Developer shall mean and refer to the Comite de Bien Estar, Inc., an Arizona nonprofit corporation.
- 1.04. Improvements shall mean and refer to all public and private improvements which may be constructed from time to time on the Property, including, without limitation, all structures, buildings, roads, driveways, parking areas, walls, landscaping and other improvements of any type or kind, or any other alteration of the natural terrain to be built by the Developer or the City, as the case may be, pursuant to the terms of this Agreement.
- 1.05. Park shall refer to the municipal park property, which is described on Exhibit B, a portion that is approximately 20 acres in size.
- 1.06. Party may refer to the City and the Developer singularly. Parties may refer to the City and the Developer collectively.
- 1.07. Property, as used in this Agreement, shall mean and refer to all of the real property, which is legally described in Exhibit A, a property that is approximately 40 acres in size.

2. RETENTION BASIN

- 2.01. Retention Basin. The Developer intends to develop a single-family residential subdivision on the portion of the Property that it will retain after selling the portion described on Exhibit B to the City. As part of the Subdivision Regulations and Public Works Standards of the City, the Developer will be required to develop a retention basin. The retention basin must meet all City standards for a retention basin for a residential subdivision and will be developed at the cost of Developer. The Parties intend for the retention basin to be built on the area of the Park (described in Exhibit B). It will be designed and graded in such a manner as to

be acceptable to the Parks and Recreation Director of the City. At the present time, it is anticipated that the retention basin will run along the south end of the property of the Park (as the property of the Park is described on Exhibit B). It will be connected to an appropriate water service with a meter. The Developer may use the area of the retention basin as “open space” in the meaning of the open space requirements of the City for the residential subdivision the Developer is building on the Developer Property.

- 2.02. Cost of Acquisition. The City will be purchasing the property (the Park) described on Exhibit B from Developer at the cost Developer paid to acquire it, plus the City’s share of escrow fees and closing costs.
- 2.03. Manager’s Power to Consent. The City hereby acknowledges and agrees that any unnecessary delay hereunder would adversely affect the Developer and/or the development of the Property, and/or development of the municipal park (the Park), and hereby authorizes and empowers the City Manager to consent to any and all requests of the Developer as well as taking such actions as may be needed or necessary to close escrow and acquire the property (the Park) described on Exhibit B requiring the consent of the City hereunder without further action of the City Council, except for any actions requiring City Council approval as a matter of law.

ARTICLE 3. ROADWAYS AND EASEMENTS

3.01. County 24th Street. The City will be responsible for developing, to City standards, the south one-half of 24th street as said street fronts the Park, Exhibit B.

3.02. 19th and 20th Avenues. The City will be responsible for developing, to City standards, the east half of 19th Avenue as 19th Avenue adjoins the land described in Exhibit B and the west half of 20th Avenue as 20th Avenue adjoins the land described in Exhibit B.

3.03. Other Streets. All other streets and Improvements needed for the development of Developer Property, the proposed subdivision anticipated to be named Bienestar Estates 11, shall be the responsibility of the Developer.

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preceding or succeeding breach of the same or of any other provision of this Agreement.

- 5.03. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Agreement.
- 5.04. 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 Developer represents and warrants that 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 applicable state laws. The Developer 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. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest in it to the terms of the Agreement.
- 5.05. Entire Agreement. With the sole exception of the Escrow Instructions, this Agreement, including the following exhibits which are incorporated into this Agreement by this reference, constitutes the entire agreement between the Parties.
- 5.06. Amendment of the Agreement. This Agreement may be amended, in whole or in part, and with respect to all or any portion of the Property, only with the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.
- 5.07. 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.
- 5.08. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the Parties hereby waive any right to object to such venue.
- 5.09. Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the City and the Developer execute such

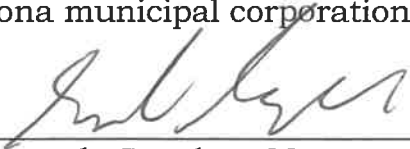
agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

- 5.10. Attorneys' Fees and Costs. If either Party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees and court costs.
- 5.11. Notice of Conveyance or Assignment. The Developer shall give notice to the City of any sale of the entire Property at least ten (10) days prior to the effective date of the sale.
- 5.12. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a Party to this Agreement shall have any right or cause of action under this Agreement.
- 5.13. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the Parties.
- 5.14. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Developer or successor, or under any obligation under the terms of this Agreement.
- 5.15. Employment Eligibility. Under A.R.S. § 41-4401:
 1. The Developer 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.
 2. A breach of a warranty under paragraph 1 above shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of the Agreement.
 3. The City retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1 above.
- 5.16. Boycott. The Developer certifies, to the extent permitted by law, that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01.


[Intentionally left blank, signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.


THE CITY, THE CITY OF SAN LUIS,
an Arizona municipal corporation

By: 
Gerardo Sanchez, Mayor


ATTEST:

By: 
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

By: 
Kay Marion Macuil, City Attorney

THE DEVELOPER, Comite De Bien Estar, Inc.,
an Arizona nonprofit corporation

By: 
Marco Antonio Reyes, Executive Director

[Intentionally left blank, notarized acknowledgments follow next page]

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 27th day of February, 2020, by Gerardo Sanchez, Mayor of the City of San Luis, Arizona, a municipal corporation.

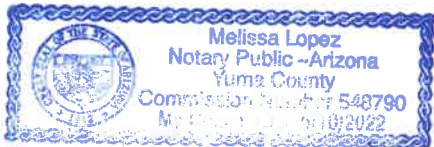


Melissa Lopez
Notary Public

My Commission Expires: 5/10/2022

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 27th day of February, 2020 by Tony Reyes, Sr., Executive Director, on behalf of Comite de Bien Estar Inc., an Arizona non-profit corporation.



Melissa Lopez
Notary Public

My Commission Expires: 5/10/2022

Exhibit A

PARCEL "A"

A PORTION OF THE NW¼ OF SECTION 15, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF CO. 24th STREET AND AVENUE E½, BEING THE N¼ CORNER OF SAID SECTION 15, BEING THIS POINT **THE TRUE POINT OF BEGINNING;**

THENCE S00°03'04"E A DISTANCE OF 1320.06' TO A POINT;

THENCE N89°59'39"W A DISTANCE OF 1292.92' TO A POINT;

THENCE N00°01'13"E A DISTANCE OF 1319.70' TO A POINT,

THENCE N89°59'23"E A DISTANCE OF 1291.28' TO A POINT;

THE TRUE POINT OF BEGINNING;

EXCEPT THE NORTH 50.00', THE EAST 40.00' AND THE NORTHEAST 80' X 80' SIGHT VISIBILITY TRIANGLE RIGHT-OF-WAY THEREOF;

SUBJECT TO ALL EASEMENTS OR RIGHT-OF-WAYS APPARENT OR RECORD.

CONTAINING 39.15 ACRES (1,705,416.67 SF) MORE OR LESS. (GROSS)

CONTAINING 36.43 ACRES (1,586,848.86 SF) MORE OR LESS. (NET)

Exhibit B

PARCEL "A1"

A PORTION OF THE NE¼ OF THE NW¼ OF SECTION 15, T11S, R24W, G. &S.R.B. &M. YUMA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF AVENUE E½ AND Co. 24TH STREET, BEING ALSO THIS POINT THE N¼ CORNER OF SAID SECTION 15, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE S00°03'04"E A DISTANCE OF 687.50', TO A POINT;

THENCE S89°59'23"W A DISTANCE OF 164.73' TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF N00°08'46"W;

THENCE ALONG SAID CURVE TO THE RIGHT OF RADIUS 200.00', THROUGH A CENTRAL ANGLE OF 17°08'49" AND ARC DISTANCE OF 59.85 FEET TO THE END OF THE CURVE HAVING A RADIAL BEARING OF S17°00'04"W TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIAL BEARING OF S17°00'04"W;

THENCE ALONG SAID CURVE TO THE LEFT OF RADIUS 200.00', THROUGH A CENTRAL ANGLE OF 17°08'49" AND ARC DISTANCE OF 59.85 FEET TO THE END OF THE CURVE HAVING A RADIAL BEARING OF N00°08'46"W TO A POINT;

THENCE S89°59'23"W A DISTANCE OF 1009.42' TO A POINT;

THENCE N00°01'13" E A DISTANCE OF 670.00' A POINT;

THENCE N89°59'23" E A DISTANCE OF 1291.28' TO THE **TRUE POINT OF BEGINNING**;

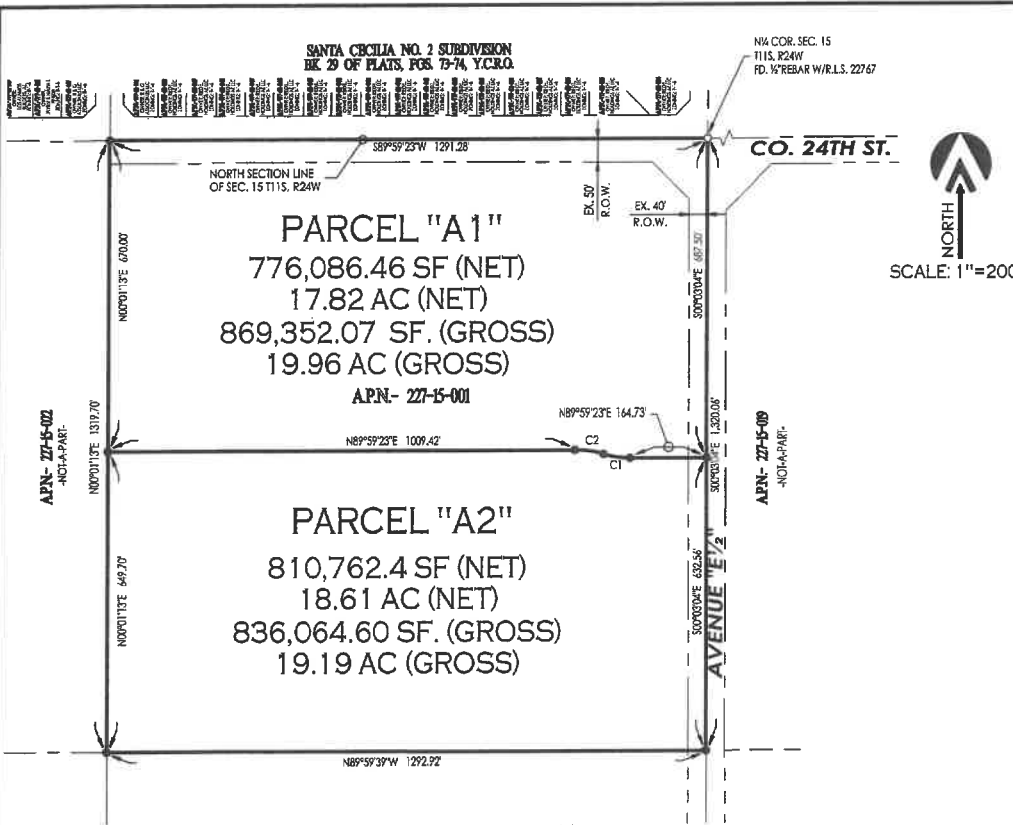
EXCEPT THE NORTH 50.00', THE EAST 40.00' AND THE NORTHEAST 80' X 80' SIGHT VISIBILITY TRIANGLE RIGHT-OF-WAY THEREOF;

SUBJECT TO ALL EASEMENTS OR RIGHT-OF-WAYS APPARENT OR RECORD.

CONTAINING 869,352.07 SF. (19.96 AC.) MORE OR LESS. (GROSS)

SANTA CECILIA NO. 2 SUBDIVISION
 BK. 29 OF PLATS, PGS. 73-74, Y.C.R.O.

N¼ COR. SEC. 15
 T11S, R24W
 FD. ¼ REBAR W/RLS. 22767



PARCEL "A1"
 776,086.46 SF (NET)
 17.82 AC (NET)
 869,352.07 SF. (GROSS)
 19.96 AC (GROSS)
 APN- 227-15-001

PARCEL "A2"
 810,762.4 SF (NET)
 18.61 AC (NET)
 836,064.60 SF. (GROSS)
 19.19 AC (GROSS)

CURVE DATA

NUMBER	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH	TANGENT	RADIUS	ARC LENGTH
C1	17°08'49"	N81°34'21"W	59.63	30.15	200.00'	52.36'
C2	17°08'49"	N81°34'21"W	59.63	30.15	200.00'	52.36'

LEGAL DESCRIPTION

PARCEL "A1"
 A PORTION OF THE NE¼ OF THE NW¼ OF SECTION 15, T11S, R24W, G. & S.R.B. & M. YUMA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF AVENUE E16 AND Co. 24TH STREET, BEING ALSO THIS POINT THE N¼ CORNER OF SAID SECTION 15, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE S00°03'04"E A DISTANCE OF 687.50', TO A POINT;
 THENCE S89°59'23"W A DISTANCE OF 164.73' TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF N00°08'46"W;
 THENCE ALONG SAID CURVE TO THE RIGHT OF RADIUS 200.00', THROUGH A CENTRAL ANGLE OF 17°08'49" AND ARC DISTANCE OF 57.85 FEET TO THE END OF THE CURVE HAVING A RADIAL BEARING OF S17°00'04"W TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIAL BEARING OF S17°00'04"W;
 THENCE ALONG SAID CURVE TO THE LEFT OF RADIUS 200.00', THROUGH A CENTRAL ANGLE OF 17°08'49" AND ARC DISTANCE OF 57.85 FEET TO THE END OF THE CURVE HAVING A RADIAL BEARING OF N00°08'46"W TO A POINT;
 THENCE S89°59'23"W A DISTANCE OF 1009.42' TO A POINT;
 THENCE N00°01'13" E A DISTANCE OF 670.00' TO THE TRUE POINT OF BEGINNING;
 THENCE N89°59'23" E A DISTANCE OF 1291.28' TO THE TRUE POINT OF BEGINNING;

EXCEPT THE NORTH 50.00', THE EAST 40.00' AND THE NORTHEAST 80' X 80' SIGHT TRIANGLE RIGHT-OF-WAY THEREOF;

SUBJECT TO ALL EASEMENTS OR RIGHT-OF-WAYS APPARENT OR RECORD.

CONTAINING 849,352.07 SF. (19.96 AC.) MORE OR LESS. (GROSS)
PARCEL "A2"
 A PORTION OF THE NE¼ OF THE NW¼ OF SECTION 15, T11S, R24W, G. & S.R.B. & M. YUMA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF AVENUE E16 AND Co. 24TH STREET, BEING ALSO THIS POINT THE N¼ CORNER OF SAID SECTION 15;

THENCE S00°03'04"E A DISTANCE OF 687.50', TO A POINT, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
 THENCE S00°03'04"E A DISTANCE OF 632.56', TO A POINT;
 THENCE N89°59'39"W A DISTANCE OF 1292.92' TO A POINT;
 THENCE N00°01'13" E A DISTANCE OF 649.70' TO A POINT;
 THENCE N89°59'23" E A DISTANCE OF 1009.42' TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIAL BEARING OF S0°08'46"E;
 THENCE ALONG SAID CURVE TO THE LEFT OF RADIUS 200.00', THROUGH A CENTRAL ANGLE OF 17°08'49" AND ARC DISTANCE OF 57.85 FEET TO THE END OF THE CURVE HAVING A RADIAL BEARING OF N17°00'04"E TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF N17°00'04"E;
 THENCE ALONG SAID CURVE TO THE RIGHT OF RADIUS 200.00', THROUGH A CENTRAL ANGLE OF 17°08'49" AND ARC DISTANCE OF 57.85 FEET TO THE END OF THE CURVE HAVING A RADIAL BEARING OF S0°08'46"E TO A POINT;
 THENCE N89°59'23"E A DISTANCE OF 164.73' TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

EXCEPT THE EAST 40.00' RIGHT-OF-WAY THEREOF;

SUBJECT TO ALL EASEMENTS OR RIGHT-OF-WAYS APPARENT OR RECORD.

CONTAINING 836,064.60 SF. (19.19 AC.) MORE OR LESS. (GROSS)



EXHIBIT "A"
BIENESTAR ESTATES II

EX-A

WHEN RECORDED MAIL TO:

**CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349**

The above area is to be reserved for recording information

CAPTION HEADING:

Order No. 2020-15

Order

Approving and adopting an amendment to the February 26, 2020, Development Agreement with Comite de Bien Estar, Inc. to create a lot split and to share responsibility for the construction of a street.



Order

No. 2020-15

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

An order of the Mayor and City Council of the City of San Luis, Arizona approving and adopting an amendment to the February 26, 2020, Development Agreement with Comite de Bien Estar, Inc. to create a lot split and to share responsibility for the construction of a street.

BE IT SO ORDERED by the Mayor and City Council of the City of San Luis, Arizona:

Section 1. It is deemed in the best interest of City of San Luis and its residents that the city enter into this Amendment to the February 26, 2020, Development Agreement with the Comite de Bien Estar, Inc. for the purchase of land for use as a city park, to create a lot split and to share responsibility construction of a road.


Section 2. A true copy of the Development Agreement is incorporated herein as though set forth again in full.

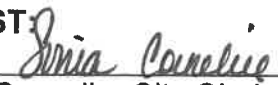
Section 3. The Mayor is authorized and directed to execute said Development Agreement for and on behalf of the City of San Luis and the City Clerk to attest the same.

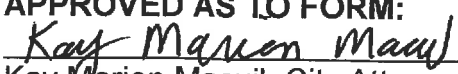
Section 4. City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Order.

Section 5. The San Luis City Clerk and the City Clerk's designee are authorized and directed to deliver this Development Agreement to the Comite de Bien Estar, Inc. and to maintain a fully executed Development Agreement in the official files of the City Clerk.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this 24th day of June 2020.


Gerardo Sanchez, Mayor

ATTEST

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

AMENDMENT TO DEVELOPMENT AGREEMENT

COMES NOW Comite de Bien Estar, Inc., an Arizona non-profit corporation, (the "Developer") and the City of San Luis, an Arizona municipal corporation (the "City"), and in consideration of the mutual covenants in this Amendment to Development Agreement (the "Amendment"), hereby amend the Development Agreement between Developer and City dated the 26th day of February 2020 as approved by Order No. 2020-3 of the City Council of the City of San Luis (the "Agreement").

1. Amending Section 1.4. Attached, marked Exhibit A, is a proposed lot split map splitting certain lands and describing two parcels to be established by the map identified herein as Parcel A1 and Parcel A2. Parcel A1 describes the Park Property as referenced in subsection 1.4 of the Agreement. Parcel A2 describes the remainder of the Property after a split has occurred.
2. Approving the Lot Split. The Lot Split Map attached as Exhibit A is hereby approved, and recordation is hereby authorized and directed.
3. Amending Section 3.3. Section 3.3 of the Agreement is hereby amended to provide that the Developer shall be responsible only for the development and construction of a half street for any east/west street along the boundary line between Parcel A1 and Parcel A2. The City of San Luis is responsible for any development of the street into a full street. The Parties to this Amendment understand the City shall determine in the City's sole discretion the exact extent and timing of development for its responsibility to for the other half of the street.
4. Remaining Portions of the Agreement. All remaining portions of the Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

[Intentionally left blank, the signature page continues]

THE CITY OF SAN LUIS, an Arizona municipal corporation

By: [Signature]
Gerardo Sanchez, Mayor

ATTEST:

By: [Signature]
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

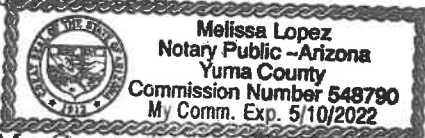
[Signature]
Kay Marion Macuil, City Attorney

DEVELOPER, Comite de Bien Estar, Inc, an Arizona non-profit corporation

By: [Signature]
Marco A. (Tony) Reyes, Executive Director

STATE OF ARIZONA)
) ss.
County of Yuma)

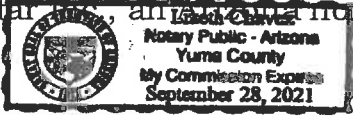
The foregoing instrument was acknowledged before me this 24th day of June 2020, by Gerardo Sanchez, Mayor of the City of San Luis, Arizona, a municipal corporation.


My Commission Expires: 5/10/2022

[Signature]
Notary Public

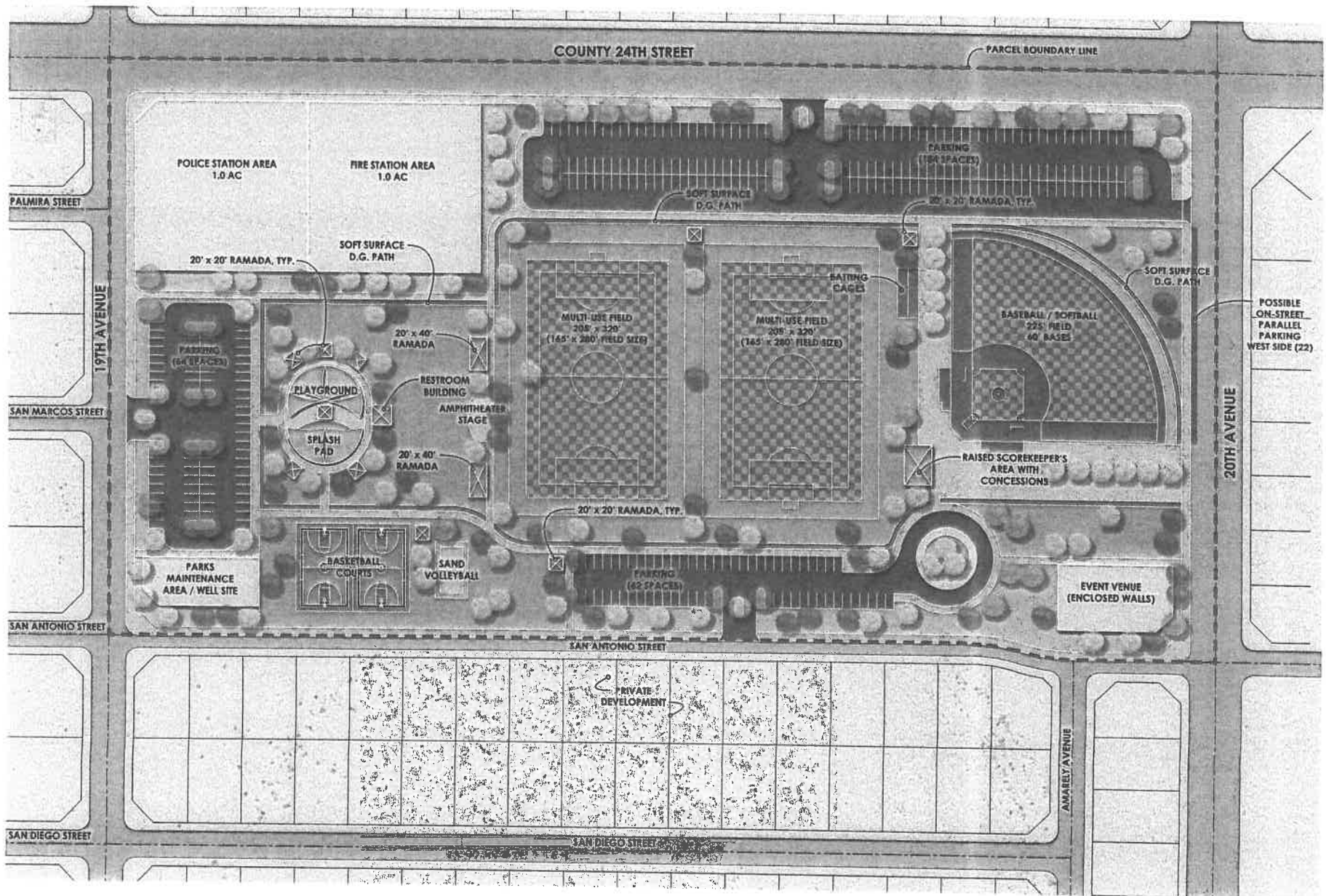
STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 25th day of June 2020 by Marco A. (Tony) Reyes, Executive Director, on behalf of Comite de Bien Estar, an Arizona non-profit corporation.


My Commission Expires: 9/28/2021

[Signature]
Notary Public

Exhibit A



SAN LUIS COMMUNITY PARK

CONCEPTUAL MASTER PLAN (19.96 ACRES)



0 50 100
SCALE: 1"=50'



JUNE 16, 2020

**REAL ESTATE SALE AND PURCHASE AGREEMENT
AND
OPTION AGREEMENT**

This Real Estate Sale and Purchase Agreement and Option Agreement ("Agreement") is made and entered into by and between Border Ranches, L.L.C., an Arizona limited liability company ("Seller"), and Comite de Bien Estar, Inc., an Arizona non-profit corporation ("Buyer") effective as of February 15, 2018 (the "Effective Date").

RECITALS:

Whereas, Seller is the owner of approximately 153.58 acres of unimproved real property located at the Southeast corner of Avenue F and County 24th Street in San Luis, Arizona identified as Yuma County Assessor's Parcel No. 227-15-001 and legally described on Exhibit "A attached hereto (the "Property");

Whereas, Buyer desires to purchase an initial 40 acres of the Property from Seller as legally described on Exhibit "B" attached hereto (the "1st Installment") and to obtain an option from Seller to purchase the remainder of the Property in 3 installments; and

Whereas, Seller is willing to sell the 1st Installment to Buyer and to grant Buyer an option to purchase the remainder of the Property pursuant to the terms and conditions set forth herein.

Now, therefore in consideration of the mutual terms and conditions set forth herein, the parties agree as follows:

1. **Incorporation of Recitals.** The parties agree the Recitals set forth above are accurate and are hereby incorporated as part of this Agreement.

2. **Sale of 1st Installment.** Seller agrees to sell the 1st Installment to Buyer and Buyer agrees to purchase the 1st Installment from Seller upon the terms and conditions set forth herein.

3. **Purchase Price; Earnest Money Deposit.**

(a) The Purchase Price for the 1st Installment shall be \$32,000 per acre.

(b) No later than October 31, 2018, if Buyer elects to proceed forward with the purchase of the 1st Installment, Buyer shall deliver to the Escrow Agent a non-refundable earnest money deposit in the sum of \$40,000 (the "Deposit"). The Deposit shall be credited towards the Purchase Price for the 1st Installment upon the Closing. If

Buyer fails to perform upon the Closing, the Deposit shall be released by the Escrow Agent to Seller.

4. Escrow Agent and Title Report.

(a) Buyer and Seller agree to employ Kim Amavisca at Chicago Title Agency as the Escrow Agent to handle the Escrow.

(b) Seller agrees to provide Buyer with a standard owner's title policy for the Property in the Escrow Agent's standard coverage form and to pay the cost to record a Special Warranty Deed in favor of Buyer. Buyer shall pay for any extended form of title insurance coverage as determined and requested by Buyer.

(c) Buyer's obligation to purchase the Property, to pay the Purchase Price therefore, and otherwise to close the Escrow is subject to Title Insurer being unconditionally committed to issue at the Close of Escrow to Buyer, as the insured, and any requested extended coverage owner's policy of title insurance (with no exception for mechanics' liens or similar encumbrances) in the amount of the Purchase Price, subject to only the Permitted Exceptions with such title endorsements as Buyer shall require (the "Title Policy") and Buyer's approval of the Title Policy. Seller and Buyer shall each execute, acknowledge (if applicable), and/or deliver to Escrow Agent prior to the date of the Closing, any documents pertaining to Seller or Buyer, as applicable, or matters relating to the Property required by Escrow Agent as a condition to the issuance of the Title Policy.

(d) Buyer and Seller each agree to pay on, or before, the Close of Escrow to the Escrow Agent one-half of the standard closing costs and escrow fees for a commercial real estate transaction as determined by the Escrow Agent. Buyer and Seller shall timely execute or provide any documentation required by the Escrow Agent to close the sale and purchase of the Property.

5. Close of Escrow. Buyer and Seller agree to the Close of Escrow to occur no later than December 31, 2018, or as otherwise agreed upon in writing between Seller and Buyer.

6. Zoning and Subdivision Contingency; Authorization to Buyer. Seller and Buyer agree the sale of the 1st Installment is contingent upon the City of San Luis' (the "City") approval of Buyer's requested rezoning of the Property to the City's R-1-6 zoning designation and the City's approval of a subdivision plat for the 1st Installment to no less than 150 residential lots. Buyer shall pay all costs, fees and expenses necessary to rezone the Property and subdivide the 1st Installment. Seller agrees to designate Buyer's engineer, Vega & Vega Engineering, P.L.C., or such other engineer or agent designated by Buyer, as Seller's agent for the purpose of rezoning the Property and subdividing the 1st Installment. Buyer agrees the subdivision plat for the 1st Installment shall not be recorded until the Close of Escrow of the Installment.

7. **Financing Contingency.** Seller and Buyer agree the sale of the 1st Installment is also contingent upon Buyer's procurement of financing for the amount of the Purchase Price. Buyer agrees to diligently pursue financing for the amount of the Purchase Price and agrees to provide Seller, upon Seller's request, updates on Buyer's efforts to procure financing.

8. **Seller's Representations.** Seller represents the following to Buyer:

(a) Seller has not received notice of any pending condemnation or similar proceeding affecting the Property or any portion thereof, and Seller, to the best of its knowledge, is not aware of any threatened condemnation or similar proceedings affecting the Property or any portion thereof.

(b) To the best of Seller's actual knowledge, the Property is not in violation, nor has it been or is it currently under investigation for a violation of any federal, state or local law, ordinance or regulation including, without limitation, any relating to environmental conditions, in, at, on, under or about the Property including, but not limited to, soil and ground water conditions and that neither Seller nor, to the best of Seller's actual knowledge, any third party has used, generated, manufactured stored or disposed in, at, on, under or about the Property or transported to or from the Property any hazardous waste, toxic substances or related materials except in accordance with applicable law; and, to the best of Seller's actual knowledge, there is not now nor has there even been on or in the Property underground storage tanks or surface impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electric transformers or other equipment.

(c) There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy pending against Seller.

(d) Seller has not previously taken any action and will take no action, which would cause any lien or claim of lien to be made against the Property under the mechanics' and materialman's lien laws of the State of Arizona.

(e) Seller has not received any notifications from any governmental authority having jurisdiction over the Property requiring any work to be done on the Property or alleging any violation of law with respect to the Property.

(f) Seller has no actual knowledge of any claims, administrative actions or lawsuits pending or threatened against the Property.

(g) Seller has no actual knowledge of any parties in adverse possession of the Property or of any prescriptive rights or unrecorded easements upon or across the Property, or any portion thereof.

(h) Seller represents that to the best of its actual knowledge, any documents, information and records provided by Seller to Buyer in connection with the transaction contemplated herein contain true and accurate information.

(i) Seller is not required to obtain the approval or consent of any other person or entity to execute this Agreement or to perform Seller's obligations under this Agreement.

(j) Seller's execution of this Agreement has been duly authorized by Seller's Members or is authorized by Seller's Operating Agreement.

9. Buyer's Representations. Buyer represents the following to Seller:

(a) Buyer has full authority to execute this Agreement.

(b) Buyer is not aware of any adverse actions against Buyer that would limit or impair Buyer's right to perform its obligations under this Agreement or upon the Close of Escrow.

10. Survival of Representations. The representations of Seller and Buyer as set forth in Sections 8 and 9 shall survive the Close of Escrow and shall not merge with the Warranty Deed.

11. Real Estate Brokerage. Seller and Buyer agree neither party has dealt with a real estate broker or agent for the sale or purchase of the Property. Seller and Buyer agree if any real estate broker or agent shall assert or claim a real estate brokerage commission or fee for the sale or purchase of the Property, the party contracting, or associating, with such broker or agent shall be solely responsible for the payment of any commission or fee due such broker or agent and shall forever defend, indemnify and hold harmless the other party from the payment of any commission or fee to such broker or agent.

12. Title. Seller agrees to transfer the title to the 1st Installment to Buyer upon the Close of Escrow by a Warranty Deed without any exceptions or encumbrances, subject only to the usual printed exceptions and exclusions contained in such title insurance policies, to the matters shown on the Title Report or any Amended Title Report approved in writing or waived by Buyer.

13. Taxes and Assessments. All real and personal property taxes and any assessments against the 1st Installment shall be pro-rated through the Close of Escrow. After the Close of Escrow, Buyer shall be responsible for the payment of any real estate taxes or assessments upon the 1st Installment.

14. Closing Documents.

(a) Seller's Closing Documents. By the Close of Escrow, Seller shall deposit with the Escrow Agent the following documents for delivery to Buyer at the Close of Escrow, each of which shall have been duly executed and, where appropriate, acknowledged:

- i. The Warranty Deed for the 1st Installment in the form required by Escrow Agent;
- ii. An Affidavit of Value for the 1st Installment as required by law;
- iii. The title policy required;
- iv. The Non-Foreign Affidavit as required;
- v. Such other documents as may be necessary or appropriate to transfer and convey the 1st Installment to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

(b) Buyer's Closing Documents. On, or before, the Close of Escrow, Buyer shall deposit with the Escrow Agent the following documents for delivery to Seller at the Close of Escrow, each of which shall have been duly executed and, where appropriate, acknowledged:

- i. An Affidavit of Value for the 1st Installment as required by law;
- ii. The Non-Foreign Affidavit as required;
- iii. Appropriate evidence of due authorization and proper formation of Buyer; and
- iv. Such other documents and monies as may be necessary or appropriate to transfer and convey the 1st Installment to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

15. Seller's Default. In the event Seller fails to perform upon the Close of Escrow and Buyer is not otherwise in default, Buyer may elect to proceed with any remedy available to Buyer under Arizona law, including, but not limited to an action for specific performance. Upon Seller's default, Seller shall pay the Escrow Agent for any escrow cancellation fees.

16. Buyer's Default. In the event Buyer fails to perform upon the Close of Escrow and Seller is not otherwise in default, Seller may elect to proceed with any remedy available to Seller under Arizona law, including, but not limited to an action for specific performance. Upon Buyer's default, Buyer shall pay the Escrow Agent for any escrow cancellation fees.

17. Notices. Notices shall be in writing and shall be given by personal or air courier service delivery to a responsible person, by telephone facsimile, by email, or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid. Notices shall be delivered or addressed to Seller and Buyer at the following or at such other address as a party may designate to the other in writing:

Seller:
Border Ranches, L.L.C.
c/o Joshua J. Meyer, Manager
3220 Lakeside Village Drive
Prescott, Arizona 86301

Buyer:
Comite de Bien Estar, Inc.
Attn: Marco Antonio Reyes
P.O. Box 2844
San Luis, Arizona 85349

and
Barry Olsen
Law Offices of Larry W. Suci, PLC
101 East Second Street
Yuma, Arizona 85364

With a copy to:
Kim Amavisca, Escrow Officer
Chicago Title Agency
11593 South Fortuna Road, Suite B
Yuma, Arizona 85367

to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal or air courier service delivery or by telephone facsimile, or two (2) days following the date of deposit in the mail, if the notice is sent through the United States mail.

18. Option to Purchase Remainder of the Property. Seller agrees Buyer shall have an exclusive option to purchase the remainder of the Property upon the following terms:

a. Provided Buyer purchases the 1st Installment per this Agreement, Buyer may purchase the remainder of the Property in 3 additional installments consisting of no less than 35 acres per installment as identified by Buyer. In the event Buyer elects not to exercise or close escrow upon any Option as defined in this Section 18, the remaining Options shall then immediately lapse and be null and void.

b. The 1st option installment ("1st Option") must be exercised by written notice delivered by Buyer to Seller no later than June 30, 2020, and legally describe the portion of the Property subject to such notice. The purchase price for the 1st Option shall be \$34,000 per acre. The close of escrow for the 1st Option shall occur not later than December 31, 2020. Other than the purchase price, the purchase of the 1st Option shall be subject to the same terms and conditions as set forth in this Agreement applicable to the 1st Installment.

c. The 2nd option installment ("2nd Option") must be exercised by written notice delivered by Buyer to Seller no later than June 30, 2022, and legally describe the portion of the Property subject to such notice. The purchase price for the 2nd Option shall be \$36,000 per acre. The close of escrow for the 1st Option shall occur not later than December 31, 2022. Other than the purchase price, the purchase of the 2nd Option shall be subject to the same terms and conditions as set forth in this Agreement applicable to the 1st Installment.

d. The 3rd option installment ("3rd Option") must be exercised by written notice delivered by Buyer to Seller no later than June 30, 2024, and legally describe the portion of the Property subject to such notice. The purchase price for the 3rd Option shall be \$38,000 per acre. The close of escrow for the 1st Option shall occur not later than December 31, 2024. Other than the purchase price, the purchase of the 3rd Option shall be subject to the same terms and conditions as set forth in this Agreement applicable to the 1st Installment.

e. Buyer may record a Notice of Option against the Property which refers to Buyer's option rights under this Agreement.

19. **Further Documentation.** Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

20. **Assignment.** Buyer and Seller agree either party may assign its rights or obligations under this Agreement or to the Property upon written notice to the other.

21. **Governing Law, Jurisdiction and Venue.** Seller and Buyer agree this Agreement shall be interpreted under the laws of the State of Arizona and not elsewhere. Any action to enforce or interpret any provision of this Agreement shall be commenced and completed in the Superior Court of the State of Arizona in and for the County of Yuma and not elsewhere. Each party specifically submits themselves to the jurisdiction to said Court and waives any objection to venue

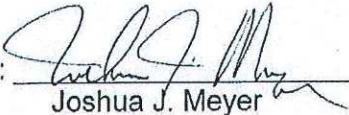
22. **Attorneys' Fees.** If either party commences an action to enforce any term or condition of this Agreement, the prevailing party to such action shall be entitled to recover a reasonable additional sum as and for its attorneys' fees, costs and expenses, said sum to be fixed by a court of competent jurisdiction.

23. **Entire Agreement.** This document and the Exhibits attached hereto constitute the entire agreement between the parties and may not be amended or otherwise modified except by the express written agreement of the parties.

24. **Counterpart and Facsimile or Electronic Signatures.** This Agreement may be executed in any number of counterparts all of which shall be deemed to constitute one and the same instrument, and each of which shall be deemed an original

hereof. Signatures transmitted by facsimile, or other means of accepted electronic signature, shall be deemed to be originals.

SELLER:
Border Ranches, L.L.C.

By: 
Joshua J. Meyer
Manager

BUYER:
Comite de Bien Estar, Inc.

By: 
Marco Antonio Reyes
Executive Director

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

The Northwest quarter of Section 15, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona;

EXCEPT the North 33 feet and the West 33 feet and the East 40 feet thereof;

EXCEPT an undivided 1/16th of all oil gases, and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of every name and description and except all uranium, thorium, or any other material which is or may be determined by the laws of the State of Arizona, the United States of America, or decisions of the court to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Section 37-231 Arizona Revised Statutes;

EXCEPT 1/8th of all oil, gas and other minerals and materials, as reserved by instrument of record in Docket 1408, page 552, Official Records of Yuma County, Arizona.

EXHIBIT "B"
1st Installment Legal Description

The Northwest quarter of the Northwest quarter of Section 15, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona;

EXCEPT the North 33 feet and the West 33 feet and the East 40 feet thereof;

EXCEPT an undivided 1/16th of all oil gases, and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of every name and description and except all uranium, thorium, or any other material which is or may be determined by the laws of the State of Arizona, the United States of America, or decisions of the court to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Section 37-231 Arizona Revised Statutes;

EXCEPT 1/8th of all oil, gas and other minerals and materials, as reserved by instrument of record in Docket 1408, page 552, Official Records of Yuma County, Arizona.



**CHICAGO TITLE
COMPANY**

SUPPLEMENTAL ESCROW INSTRUCTIONS

Chicago Title Agency, Inc., an AZ corporation
963 E. B Street, Office 5
San Luis, AZ 85349
Phone: (928)304-0594 Fax:

Date: August 12, 2020
Escrow No.: 2001417MU

The previous Instructions in this escrow are hereby modified and/or amended in the following particulars only:

Contrary to the Sale Escrow Instructions dated July 8, 2020 and any and all Addendums, Supplements, or Counter Offers thereto, the undersigned parties hereby mutually agree to the following:

Sale price is \$678,640.00

All other terms and conditions remain the same.

END OF INSTRUCTIONS

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

The City of San Luis

BY: _____
Glenn Gimbut

Date

SELLER(S):

Border Ranches. LLC

BY: _____
Joshua J Meyer

Date



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. D.

Meeting Date: 08/12/2020

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding approval of a loan to buy land on County 24th Street between Avenues E and F for a proposed community park with a proposed police and fire station. **(Monica Castro, Finance Director)**

SUMMARY:

Background

When the City Council passed the development agreement with Comite de Bien Estar, Inc., ("Comite"), the City Council approved the purchase of approximately 20 acres of land on 24th Street between Avenues E and F. Under the development agreement, the city will acquire the land at Comite's price to exercise its option to purchase with Border Ranches, L.L.C. Recent sales of land in the area, together with recent appraisals in the area, indicate that this price is either market or below market.

Terms of Loan Proposal Submitted for Approval

The Finance Director has negotiated a proposed loan with 1st Bank Yuma. The Financing Proposal (also called a term sheet) offers:

*a loan of \$538,920.00

*for five (5) years

*at a rate of 3.80% interest

The remainder of the funds necessary to purchase the subject property will come from development impact fees. Staff has attached the July 30, 2020, Financing Proposal for the full details.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE A LOAN FROM 1ST BANK YUMA PER THE FINANCING PROPOSAL DATED JULY 30, 2020, TO BUY THE LAND DESCRIBED AS APN 227-15-025, YUMA COUNTY, ARIZONA; AND

I MOVE TO AUTHORIZE AND DIRECT STAFF TO EXECUTE SUCH DOCUMENTS AS MAY BE NEEDED OR NECESSARY TO EFFECTUATE SAID LOAN, SUBJECT TO THE APPROVAL OF THE CITY ATTORNEY.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:

YES

CITY/STATE/FEDERAL FUNDS:

CITY DEVELOPOER IMPACT FEES

TOTAL:

\$728,560.00

BUDGETED AMOUNT:

\$680,000.00

AVAILABLE AMOUNT TO TRANSFER:

N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 806-860-90015.145 \$1,180,000

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

The estimated fiscal impact for this loan is \$728,560.00, includes \$718,560.00 for the purchase of the land and \$10,000.00 for closing costs and related expenditures. We budgeted \$680,000.00 for the purchase of the parkland. There are sufficient funds in the impact fees account 806-860-90015.45 to cover the shortage of \$48,560.00.

Attachments

Financing Proposal

Comite Option

Supplemental



242 W. 28th Street • Yuma, Arizona 85364 • (928) 344-3336 • Fax: (928) 783-5030

July 30, 2020

City of San Luis, Arizona
C/O Monica Castro
1090 E. Union St.
San Luis, AZ 85349

Re: Financing Proposal – Vacant land located in San Luis, AZ (APN: 227-15-025)

Dear Monica,

Thank you for considering 1st Bank Yuma for your financing needs. This letter is to confirm the Bank's commitment of the following credit facility. The terms and other details of the loan are presented below. Please note that this is a proposal, subject to formal credit approval.

Borrowers: The City of San Luis, Arizona
Amount: \$538,920 – Representing 75% of the estimated \$718,560 purchase price.
Loan Type: Term
Purpose: Purchase of vacant land.
Maturity: 5 years from date of Note.
Interest Rate: 3.80% Fixed Rate (tax free)
Fees: Loan fee of 1%.
Borrower will be responsible for all due diligence costs, to include appraisal, title, etc.

***Repayment:** Monthly principal and interest payments per a 5-year amortization, estimated at \$9,970.13.

Collateral: 1st Deed of Trust on the vacant land parcel located in San Luis, AZ, further identified by APN 227-15-025, with valuation supported by bank-ordered MAI appraisal with maximum Loan to Value of 75% of appraised value. Appraisal will be subject to a third party independent review.

Requirements: Tax Exempt Status Opinion Letter from City's Attorney, verifying that the interest paid on subject loan to 1st Bank Yuma is tax free.

* Note that 1st Bank Yuma is willing to offer a 10 year amortization schedule for the above credit facility. The 5 year maturity would remain, with principal due at maturity.

This offer is based upon information that has been made currently available to the Bank concerning the Borrower and Collateral. The Bank reserves the right to review this offer from time to time and to modify or amend its terms and conditions as may be required by changed circumstances or by newly

disclosed information. Please let me know if the terms, as outlined, are acceptable and we will begin our due diligence to consider formal approval.

Sincerely,



Howie Jorajuria

Vice President/ Lending Officer

**REAL ESTATE SALE AND PURCHASE AGREEMENT
AND
OPTION AGREEMENT**

This Real Estate Sale and Purchase Agreement and Option Agreement ("Agreement") is made and entered into by and between Border Ranches, L.L.C., an Arizona limited liability company ("Seller"), and Comite de Bien Estar, Inc., an Arizona non-profit corporation ("Buyer") effective as of February 15, 2018 (the "Effective Date").

RECITALS:

Whereas, Seller is the owner of approximately 153.58 acres of unimproved real property located at the Southeast corner of Avenue F and County 24th Street in San Luis, Arizona identified as Yuma County Assessor's Parcel No. 227-15-001 and legally described on Exhibit "A attached hereto (the "Property");

Whereas, Buyer desires to purchase an initial 40 acres of the Property from Seller as legally described on Exhibit "B" attached hereto (the "1st Installment") and to obtain an option from Seller to purchase the remainder of the Property in 3 installments; and

Whereas, Seller is willing to sell the 1st Installment to Buyer and to grant Buyer an option to purchase the remainder of the Property pursuant to the terms and conditions set forth herein.

Now, therefore in consideration of the mutual terms and conditions set forth herein, the parties agree as follows:

1. **Incorporation of Recitals.** The parties agree the Recitals set forth above are accurate and are hereby incorporated as part of this Agreement.

2. **Sale of 1st Installment.** Seller agrees to sell the 1st Installment to Buyer and Buyer agrees to purchase the 1st Installment from Seller upon the terms and conditions set forth herein.

3. **Purchase Price; Earnest Money Deposit.**

(a) The Purchase Price for the 1st Installment shall be \$32,000 per acre.

(b) No later than October 31, 2018, if Buyer elects to proceed forward with the purchase of the 1st Installment, Buyer shall deliver to the Escrow Agent a non-refundable earnest money deposit in the sum of \$40,000 (the "Deposit"). The Deposit shall be credited towards the Purchase Price for the 1st Installment upon the Closing. If

Buyer fails to perform upon the Closing, the Deposit shall be released by the Escrow Agent to Seller.

4. Escrow Agent and Title Report.

(a) Buyer and Seller agree to employ Kim Amavisca at Chicago Title Agency as the Escrow Agent to handle the Escrow.

(b) Seller agrees to provide Buyer with a standard owner's title policy for the Property in the Escrow Agent's standard coverage form and to pay the cost to record a Special Warranty Deed in favor of Buyer. Buyer shall pay for any extended form of title insurance coverage as determined and requested by Buyer.

(c) Buyer's obligation to purchase the Property, to pay the Purchase Price therefore, and otherwise to close the Escrow is subject to Title Insurer being unconditionally committed to issue at the Close of Escrow to Buyer, as the insured, and any requested extended coverage owner's policy of title insurance (with no exception for mechanics' liens or similar encumbrances) in the amount of the Purchase Price, subject to only the Permitted Exceptions with such title endorsements as Buyer shall require (the "Title Policy") and Buyer's approval of the Title Policy. Seller and Buyer shall each execute, acknowledge (if applicable), and/or deliver to Escrow Agent prior to the date of the Closing, any documents pertaining to Seller or Buyer, as applicable, or matters relating to the Property required by Escrow Agent as a condition to the issuance of the Title Policy.

(d) Buyer and Seller each agree to pay on, or before, the Close of Escrow to the Escrow Agent one-half of the standard closing costs and escrow fees for a commercial real estate transaction as determined by the Escrow Agent. Buyer and Seller shall timely execute or provide any documentation required by the Escrow Agent to close the sale and purchase of the Property.

5. Close of Escrow. Buyer and Seller agree to the Close of Escrow to occur no later than December 31, 2018, or as otherwise agreed upon in writing between Seller and Buyer.

6. Zoning and Subdivision Contingency; Authorization to Buyer. Seller and Buyer agree the sale of the 1st Installment is contingent upon the City of San Luis' (the "City") approval of Buyer's requested rezoning of the Property to the City's R-1-6 zoning designation and the City's approval of a subdivision plat for the 1st Installment to no less than 150 residential lots. Buyer shall pay all costs, fees and expenses necessary to rezone the Property and subdivide the 1st Installment. Seller agrees to designate Buyer's engineer, Vega & Vega Engineering, P.L.C., or such other engineer or agent designated by Buyer, as Seller's agent for the purpose of rezoning the Property and subdividing the 1st Installment. Buyer agrees the subdivision plat for the 1st Installment shall not be recorded until the Close of Escrow of the Installment.

7. **Financing Contingency.** Seller and Buyer agree the sale of the 1st Installment is also contingent upon Buyer's procurement of financing for the amount of the Purchase Price. Buyer agrees to diligently pursue financing for the amount of the Purchase Price and agrees to provide Seller, upon Seller's request, updates on Buyer's efforts to procure financing.

8. **Seller's Representations.** Seller represents the following to Buyer:

(a) Seller has not received notice of any pending condemnation or similar proceeding affecting the Property or any portion thereof, and Seller, to the best of its knowledge, is not aware of any threatened condemnation or similar proceedings affecting the Property or any portion thereof.

(b) To the best of Seller's actual knowledge, the Property is not in violation, nor has it been or is it currently under investigation for a violation of any federal, state or local law, ordinance or regulation including, without limitation, any relating to environmental conditions, in, at, on, under or about the Property including, but not limited to, soil and ground water conditions and that neither Seller nor, to the best of Seller's actual knowledge, any third party has used, generated, manufactured stored or disposed in, at, on, under or about the Property or transported to or from the Property any hazardous waste, toxic substances or related materials except in accordance with applicable law; and, to the best of Seller's actual knowledge, there is not now nor has there even been on or in the Property underground storage tanks or surface impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electric transformers or other equipment.

(c) There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy pending against Seller.

(d) Seller has not previously taken any action and will take no action, which would cause any lien or claim of lien to be made against the Property under the mechanics' and materialman's lien laws of the State of Arizona.

(e) Seller has not received any notifications from any governmental authority having jurisdiction over the Property requiring any work to be done on the Property or alleging any violation of law with respect to the Property.

(f) Seller has no actual knowledge of any claims, administrative actions or lawsuits pending or threatened against the Property.

(g) Seller has no actual knowledge of any parties in adverse possession of the Property or of any prescriptive rights or unrecorded easements upon or across the Property, or any portion thereof.

(h) Seller represents that to the best of its actual knowledge, any documents, information and records provided by Seller to Buyer in connection with the transaction contemplated herein contain true and accurate information.

(i) Seller is not required to obtain the approval or consent of any other person or entity to execute this Agreement or to perform Seller's obligations under this Agreement.

(j) Seller's execution of this Agreement has been duly authorized by Seller's Members or is authorized by Seller's Operating Agreement.

9. Buyer's Representations. Buyer represents the following to Seller:

(a) Buyer has full authority to execute this Agreement.

(b) Buyer is not aware of any adverse actions against Buyer that would limit or impair Buyer's right to perform its obligations under this Agreement or upon the Close of Escrow.

10. Survival of Representations. The representations of Seller and Buyer as set forth in Sections 8 and 9 shall survive the Close of Escrow and shall not merge with the Warranty Deed.

11. Real Estate Brokerage. Seller and Buyer agree neither party has dealt with a real estate broker or agent for the sale or purchase of the Property. Seller and Buyer agree if any real estate broker or agent shall assert or claim a real estate brokerage commission or fee for the sale or purchase of the Property, the party contracting, or associating, with such broker or agent shall be solely responsible for the payment of any commission or fee due such broker or agent and shall forever defend, indemnify and hold harmless the other party from the payment of any commission or fee to such broker or agent.

12. Title. Seller agrees to transfer the title to the 1st Installment to Buyer upon the Close of Escrow by a Warranty Deed without any exceptions or encumbrances, subject only to the usual printed exceptions and exclusions contained in such title insurance policies, to the matters shown on the Title Report or any Amended Title Report approved in writing or waived by Buyer.

13. Taxes and Assessments. All real and personal property taxes and any assessments against the 1st Installment shall be pro-rated through the Close of Escrow. After the Close of Escrow, Buyer shall be responsible for the payment of any real estate taxes or assessments upon the 1st Installment.

14. Closing Documents.

(a) Seller's Closing Documents. By the Close of Escrow, Seller shall deposit with the Escrow Agent the following documents for delivery to Buyer at the Close of Escrow, each of which shall have been duly executed and, where appropriate, acknowledged:

- i. The Warranty Deed for the 1st Installment in the form required by Escrow Agent;
- ii. An Affidavit of Value for the 1st Installment as required by law;
- iii. The title policy required;
- iv. The Non-Foreign Affidavit as required;
- v. Such other documents as may be necessary or appropriate to transfer and convey the 1st Installment to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

(b) Buyer's Closing Documents. On, or before, the Close of Escrow, Buyer shall deposit with the Escrow Agent the following documents for delivery to Seller at the Close of Escrow, each of which shall have been duly executed and, where appropriate, acknowledged:

- i. An Affidavit of Value for the 1st Installment as required by law;
- ii. The Non-Foreign Affidavit as required;
- iii. Appropriate evidence of due authorization and proper formation of Buyer; and
- iv. Such other documents and monies as may be necessary or appropriate to transfer and convey the 1st Installment to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

15. Seller's Default. In the event Seller fails to perform upon the Close of Escrow and Buyer is not otherwise in default, Buyer may elect to proceed with any remedy available to Buyer under Arizona law, including, but not limited to an action for specific performance. Upon Seller's default, Seller shall pay the Escrow Agent for any escrow cancellation fees.

16. Buyer's Default. In the event Buyer fails to perform upon the Close of Escrow and Seller is not otherwise in default, Seller may elect to proceed with any remedy available to Seller under Arizona law, including, but not limited to an action for specific performance. Upon Buyer's default, Buyer shall pay the Escrow Agent for any escrow cancellation fees.

17. Notices. Notices shall be in writing and shall be given by personal or air courier service delivery to a responsible person, by telephone facsimile, by email, or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid. Notices shall be delivered or addressed to Seller and Buyer at the following or at such other address as a party may designate to the other in writing:

Seller:
Border Ranches, L.L.C.
c/o Joshua J. Meyer, Manager
3220 Lakeside Village Drive
Prescott, Arizona 86301

Buyer:
Comite de Bien Estar, Inc.
Attn: Marco Antonio Reyes
P.O. Box 2844
San Luis, Arizona 85349

and
Barry Olsen
Law Offices of Larry W. Suci, PLC
101 East Second Street
Yuma, Arizona 85364

With a copy to:
Kim Amavisca, Escrow Officer
Chicago Title Agency
11593 South Fortuna Road, Suite B
Yuma, Arizona 85367

to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal or air courier service delivery or by telephone facsimile, or two (2) days following the date of deposit in the mail, if the notice is sent through the United States mail.

18. Option to Purchase Remainder of the Property. Seller agrees Buyer shall have an exclusive option to purchase the remainder of the Property upon the following terms:

a. Provided Buyer purchases the 1st Installment per this Agreement, Buyer may purchase the remainder of the Property in 3 additional installments consisting of no less than 35 acres per installment as identified by Buyer. In the event Buyer elects not to exercise or close escrow upon any Option as defined in this Section 18, the remaining Options shall then immediately lapse and be null and void.

b. The 1st option installment ("1st Option") must be exercised by written notice delivered by Buyer to Seller no later than June 30, 2020, and legally describe the portion of the Property subject to such notice. The purchase price for the 1st Option shall be \$34,000 per acre. The close of escrow for the 1st Option shall occur not later than December 31, 2020. Other than the purchase price, the purchase of the 1st Option shall be subject to the same terms and conditions as set forth in this Agreement applicable to the 1st Installment.

c. The 2nd option installment ("2nd Option") must be exercised by written notice delivered by Buyer to Seller no later than June 30, 2022, and legally describe the portion of the Property subject to such notice. The purchase price for the 2nd Option shall be \$36,000 per acre. The close of escrow for the 1st Option shall occur not later than December 31, 2022. Other than the purchase price, the purchase of the 2nd Option shall be subject to the same terms and conditions as set forth in this Agreement applicable to the 1st Installment.

d. The 3rd option installment ("3rd Option") must be exercised by written notice delivered by Buyer to Seller no later than June 30, 2024, and legally describe the portion of the Property subject to such notice. The purchase price for the 3rd Option shall be \$38,000 per acre. The close of escrow for the 1st Option shall occur not later than December 31, 2024. Other than the purchase price, the purchase of the 3rd Option shall be subject to the same terms and conditions as set forth in this Agreement applicable to the 1st Installment.

e. Buyer may record a Notice of Option against the Property which refers to Buyer's option rights under this Agreement.

19. **Further Documentation.** Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

20. **Assignment.** Buyer and Seller agree either party may assign its rights or obligations under this Agreement or to the Property upon written notice to the other.

21. **Governing Law, Jurisdiction and Venue.** Seller and Buyer agree this Agreement shall be interpreted under the laws of the State of Arizona and not elsewhere. Any action to enforce or interpret any provision of this Agreement shall be commenced and completed in the Superior Court of the State of Arizona in and for the County of Yuma and not elsewhere. Each party specifically submits themselves to the jurisdiction to said Court and waives any objection to venue

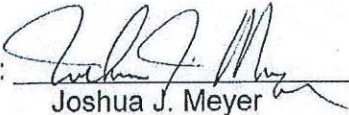
22. **Attorneys' Fees.** If either party commences an action to enforce any term or condition of this Agreement, the prevailing party to such action shall be entitled to recover a reasonable additional sum as and for its attorneys' fees, costs and expenses, said sum to be fixed by a court of competent jurisdiction.

23. **Entire Agreement.** This document and the Exhibits attached hereto constitute the entire agreement between the parties and may not be amended or otherwise modified except by the express written agreement of the parties.

24. **Counterpart and Facsimile or Electronic Signatures.** This Agreement may be executed in any number of counterparts all of which shall be deemed to constitute one and the same instrument, and each of which shall be deemed an original

hereof. Signatures transmitted by facsimile, or other means of accepted electronic signature, shall be deemed to be originals.

SELLER:
Border Ranches, L.L.C.

By: 
Joshua J. Meyer
Manager

BUYER:
Comite de Bien Estar, Inc.

By: 
Marco Antonio Reyes
Executive Director

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

The Northwest quarter of Section 15, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona;

EXCEPT the North 33 feet and the West 33 feet and the East 40 feet thereof;

EXCEPT an undivided 1/16th of all oil gases, and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of every name and description and except all uranium, thorium, or any other material which is or may be determined by the laws of the State of Arizona, the United States of America, or decisions of the court to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Section 37-231 Arizona Revised Statutes;

EXCEPT 1/8th of all oil, gas and other minerals and materials, as reserved by instrument of record in Docket 1408, page 552, Official Records of Yuma County, Arizona.

EXHIBIT "B"
1st Installment Legal Description

The Northwest quarter of the Northwest quarter of Section 15, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona;

EXCEPT the North 33 feet and the West 33 feet and the East 40 feet thereof;

EXCEPT an undivided 1/16th of all oil gases, and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of every name and description and except all uranium, thorium, or any other material which is or may be determined by the laws of the State of Arizona, the United States of America, or decisions of the court to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Section 37-231 Arizona Revised Statutes;

EXCEPT 1/8th of all oil, gas and other minerals and materials, as reserved by instrument of record in Docket 1408, page 552, Official Records of Yuma County, Arizona.



**CHICAGO TITLE
COMPANY**

SUPPLEMENTAL ESCROW INSTRUCTIONS

Chicago Title Agency, Inc., an AZ corporation
963 E. B Street, Office 5
San Luis, AZ 85349
Phone: (928)304-0594 Fax:

Date: August 12, 2020
Escrow No.: 2001417MU

The previous Instructions in this escrow are hereby modified and/or amended in the following particulars only:
Contrary to the Sale Escrow Instructions dated July 8, 2020 and any and all Addendums, Supplements, or Counter Offers thereto, the undersigned parties hereby mutually agree to the following:

Sale price is \$678,640.00

All other terms and conditions remain the same.

END OF INSTRUCTIONS

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

The City of San Luis

BY: _____
Glenn Gimbut

Date

SELLER(S):

Border Ranches. LLC

BY: _____
Joshua J Meyer

Date



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. E.

Meeting Date: 08/12/2020

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the acceptance of grant terms and conditions for the AZ CARES fund program and related budget adjustments for the fiscal year July 1, 2019, through June 30, 2020. **(Monica Castro, Finance Director)**

SUMMARY:

The purpose of the Az CARES grant is to distribute to local Arizona jurisdictions federal financial assistance from The U.S. Department of the Treasury's Coronavirus Relief Fund (CRF), Catalog of Federal Domestic Assistance (CFDA) number 21.019, as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Through the grant the city of San Luis has been awarded \$3,992,743 to provide relief to the City of San Luis during these difficult times.

The Grant Agreement ("Agreement") is between the City of San Luis ("Grantee") and the State of Arizona, acting through the Governor's Office ("Grantor"). The Agreement commences when it is signed by both Parties. The Agreement project period is March 1, 2020 through December 30, 2020. The Agreement expires at the end of the award term.

The City Council already approved \$2,640,179 of this grant money in the budget for the fiscal year ending June 30, 2021. However, the funds used in the fiscal year ending June 30, 2020, needs to be documented by Council increasing that year's budget and then approving the expenses for that year.

Staff recommends acceptance of the grant, approval of increase of the budget for the fiscal year ending June 30, 2020, and expenditure for the expenses incurred for the city to respond to the COVID-19 pandemic.

RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE AZ CARES GRANT IN THE AMOUNT OF \$3,992,743
AND
APPROVE AN INCREASE AND THE EXPENSES IN THE BUDGET FOR THE FISCAL YEAR
ENDING JUNE 30, 2020, BOTH IN THE AMOUNT OF \$1,352,564.**

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	YES
TOTAL:	\$3,992,743

BUDGETED AMOUNT:

See fiscal impact stmt

AVAILABLE AMOUNT TO TRANSFER:

N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement below

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

Revenue 250-020-44000 through the grant for fiscal year ending June 0, 2020, \$ 1,352,564

Expenditures 250--020-50000

(In other words, AZ CARES reimbursement for fiscal year ending June 30, 2020, Public Safety salaries Mar-June 2020,

\$1, 352,564 .)

AZ CARES estimated reimbursement for this current fiscal year Jul-Dec 2020,

\$2,640,179 (Already Budgeted for Public Safety Salary)

\$3,992,743 Total Revenue from Grant over 2 fiscal years.

Attachments

Award Letter

Grant Agreement



DOUGLAS A. DUCEY
GOVERNOR

STATE OF ARIZONA
OFFICE OF THE GOVERNOR

EXECUTIVE OFFICE

May 29, 2020

Dear Mayor Sanchez:

I am pleased to inform you that we are awarding \$3,992,743 from the AZCares Fund to the City of San Luis. We appreciate your leadership and partnership during this difficult time. We have designed this program to provide maximum flexibility to local leaders like yourself so that you can best respond to the individual needs of your community.

As you know, this program was designed based on specific feedback we received from you and your colleagues. We look forward to seeing the many innovative ways that you all will utilize these dollars on behalf of our shared citizens.

If there is anything my office can do to assist in the implementation of your efforts, please don't hesitate to reach out.

Further details are enclosed.

Sincerely,

A handwritten signature in black ink that reads "Douglas A. Ducey".

Douglas A. Ducey
Governor, State of Arizona

State of Arizona
Office of the Governor
AZCares Fund Program

ERMT Grant Number: ERMT-20-077
Award Amount: \$3,992,743

Grant Agreement Terms and Conditions

This Grant Agreement (“Agreement”) is between the City of San Luis (“Grantee”) and the State of Arizona, acting through the Governor’s Office (“Grantor”), (sometimes, individually, a “Party,” or collectively, “Parties”).

I. Purpose

Distribution to local Arizona jurisdictions of federal financial assistance from The U.S. Department of the Treasury’s Coronavirus Relief Fund (CRF), Catalog of Federal Domestic Assistance (CFDA) number 21.019, as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

II. Term, Effective Date, and Termination

The Agreement commences when it is signed by both Parties. The Agreement project period is March 1, 2020 through December 30, 2020. The Agreement expires at the end of the award term. The Agreement shall not bind nor purport to bind the Grantor for any commitment in excess of the original Agreement award term or amount.

In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

III. Renewal and Amendments

This Agreement is issued under the authority of the authorized Grantor representative who signed this Agreement. The Grantor shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the Parties must execute a written Amendment or a new Agreement. A renewal may be considered if the Grantor adds additional funding and subsequent rounds of awards to the AZCares Fund, the State of Arizona receives additional federal Coronavirus Disease 2019 (COVID-19) public health emergency funding, and/or the State of Arizona Legislature chooses to appropriate funding for this specific purpose. Also, consideration for renewal will be based on results of program and fiscal monitoring.

The Agreement may be modified only through an Agreement Amendment within the scope of the Agreement. Any changes to the Agreement by a person who is not specifically authorized by the Grantor representative in writing or made unilaterally by the Grantee are violations of the Agreement and of applicable law. Such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Agreement based on those changes.

IV. Obligations of the Parties

Responsibilities of the Grantee:

- a. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.
- b. Grantee agrees that it will submit financial and activity reports to Grantor in a format provided by the Grantor, documenting the activities supported by these grant funds and

providing an assessment of the impact of these activities. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

- c. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or Grantor-approved payments. Reports are due pursuant to the schedule listed in this Agreement.
- d. The final request for reimbursement of grant funds must be received by the Grantor on or before the last day of the project period.
- e. Grantee agrees to remit all unexpended grant funds to the Grantor within thirty (30) days of written request received from the Grantor.
- f. Grantee agrees that all encumbered funds must be expended and that payroll and Employee Related Expenses (ERE) must be paid on or before the expiration of this Agreement.
- g. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the Grantor has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- h. Grantee understands that the Agreement may not be closed until Grantee is compliant with all requirements of the Agreement.
- i. Required programmatic and financial reports are submitted according to the schedule below. At any point, the Grantee can submit its final report thus ending its need to submit any subsequent reports:

Programmatic and Financial Reports	
Report Period:	Due Date:
March 1 st – June 30 th	July 3 rd
July 1 st – September 30 th	October 5 th
October 1 st – December 30 th	January 4 th

Responsibilities of the Grantor:

- a. Once the following actions and documents are completed by Grantee and have been received, verified, and approved by the Grantor, payment to the Grantee will be completed within 5 business days:
 - i. Obtained a Duns & Bradstreet number;
 - ii. SAM.gov registration completed;
 - iii. AZCares Fund application submitted;
 - iv. AZCares Fund Certification Form submitted;
 - v. Budget/expense request submitted;
 - vi. Award acceptance submitted;
 - vii. State of Arizona General Accounting Office (GAO) Automated Clearing House (ACH) set-up completed; and
 - viii. The Agreement executed by the Grantee or an email from the Grantee sent to ospber@az.gov stating that the Agreement is on the Grantee’s board/council agenda for review and execution. Grantee will provide the exact date of the board/council meeting in that email.

V. Fund Management

Grantee must receive these funds under this Agreement in a separate ledger account/fund and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

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

- a. Financial Management
- b. Procurement
- d. Property
- e. Travel

c. Personnel

A system is adequate if it is: 1) **written**; 2) **consistently followed** - it applies in all similar circumstances; and 3) **consistently applied** – it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

The Grantee shall manage funds according to applicable [federal regulations for administrative requirements, cost principles and audits](#)

VI. DUNS/CCR

Each Grantee must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the [System for Award Management](#) (“SAM”). SAM is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration (“CCR”), Fed Reg, ORCA and EPLS. SAM registration must be maintained for the term of the Agreement. The DUNS website is located [here](#).

VII. Reporting Requirements

In compliance with the CARES Act reporting requirements, the Grantee is required to provide the following information:

- a. the total amount of funding received from the AZCares Fund;
- b. the amount of funding received that was expended or obligated for each project or activity;
- c. a detailed list of all projects or activities for which large covered funds were expended or obligated, including—
 - i. the name of the project or activity;
 - ii. a description of the project or activity; and
 - iii. the estimated number of jobs created or retained by the project or activity, where applicable; and
- d. detailed information on any level of subcontracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (31 U.S.C. 6101 note) allowing aggregate reporting on awards below \$50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

VIII. Organizational Audit Requirements

Grantee agrees to comply with the organizational audit requirements of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from their organization’s single audit are not satisfactorily and promptly addressed. This CFR Title 2 Part 200 can be found [online](#).

Single Audit: Grantee expending \$750,000 or more of Federal funds from all sources during the organization’s fiscal year, must have an annual audit conducted in accordance with 2 CFR Part 200.

- a. If your organization is subject to the requirements of 2 CFR Part 200, then attach one copy of your organization’s most recently completed Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.
- b. If your organization is not subject to the requirements of 2 CFR Part 200, submit one copy of the most recently completed audit of financial statements.
- c. If your organization does not have a recently completed audit, attach one copy of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

IX. Unallowable Costs

All costs incurred prior to the project period start date and costs not consistent with the funding opportunity solicitation are not allowable under this award.

X. Conflicts of Interest Policy

Grantee must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:

- a. address conditions under which outside activities, relationships, or financial interests are proper or improper;
- b. provide for advance disclosure of outside activities, relationships, or financial interests to a responsible organizational official;
- c. include a process for notification and review by the responsible official of potential or actual violations of the standards; and
- d. specify the nature of penalties that may be imposed for violations.

XI. Acknowledgement of Federal Funding in Communications and Contracting

Grantee must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Grantee is required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

XII. Mandatory Disclosures

Consistent with 45 CFR 75.113, Grantee must disclose in a timely manner, in writing, all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the Grantor as stated in Section XVII.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

XIII. Data Collection and Performance Measurement

Grantee must comply with the performance goals, milestones, and expected outcomes as reflected in the funding opportunity solicitation and are required to submit data via the Grantor's data-entry and reporting system, eCivis.

XIV. Ad Hoc Submissions

Throughout the award term, the Grantor may determine that additional information is required beyond the standard deliverables.

XV. Applicable law

In accordance with A.R.S. § 41-2701, *et seq.*, and Arizona Administrative Code, this Agreement shall be governed and interpreted by the laws of the State of Arizona.

XVI. Documents incorporated by reference

The AZCares Fund Allocations and Certification Form are both incorporated into this Agreement in its entirety. Grantee warrants that it has read and understands the AZCares Fund Allocations and Certification Form and agrees to be bound by them in their entirety. In the event of any divergence between this Agreement and the AZCares Fund Allocations and Certification Form, this Agreement shall control.

XVII. Payments

Grantee reimbursements are based only on expenditures approved in its Application budget and budget narrative. A Grantee shall be reimbursed initially for actual public health and safety payroll expenses and EREs for the time period of March 1, 2020 up to the Grantee's application submission or the most recent pay period. If an allocation award balance exists, then the Grantee will either include forecasted payroll expenses and EREs in its application or submit further reimbursement request(s) of its actual public health and safety payroll expenses and EREs until its allocation is fully expended. The Grantee will need to provide its previous year's total actual expense(s) for that category(ies) to validate projection. Overtime is not an eligible expense for reimbursement request(s) from the AZCares Fund. For purposes of the AZCares Fund, Fire, Emergency Medical Services (EMS), 9-1-1, and Sheriff/Police personnel are considered public safety. The Grantee shall use the forms provided by the Grantor to submit reimbursement requests.

Per Federal guidance:

- a. these public health and safety expenses do NOT need to be materially related to the Coronavirus Disease 2019 (COVID-19) public health emergency.
- b. these funds are designed to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, the Grantee may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

Grantee must:

- a. register for the U.S. Department of Homeland Security, Federal Emergency Management Agency's (FEMA's) Public Assistance (PA) Grant Program via the Arizona Department of Emergency and Military Affairs (DEMA) [portal](#).
- b. submit an application for FEMA PA Grant Program to be verified by DEMA to successfully complete, maintain compliance, and closeout the Public Health and Safety Stabilization Program.
- c. enroll in automatic clearing house (ACH) payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions." Vendor account set-up and payment information can be found [here](#).

Notwithstanding any other payment provision of this Agreement, failure of the Grantee to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payment under this Agreement unless such failure arises due to causes beyond the control and without the fault or negligence of the Grantee.

XVIII. Notification of Program Changes

Grantee agrees to notify the Grantor in writing, thirty (30) calendar days in advance, of any changes in the program that will directly affect service delivery under the terms of the Agreement. No changes shall be implemented without the prior written approval of a formal Agreement Amendment issued by the Grantor.

XIX. Relationship of Parties

The individuals performing work on behalf of Grantee, its subgrantees or its subcontractors are not employees, servants, agents, partners, or joint venturers of the Grantor. The State

of Arizona and the Grantor retains no control or direction over such individuals or over the detail, manner, or methods of performance of their services, and they do not have the authority to supervise or control their work. The individuals performing work on behalf of the Grantee, its subgrantees or its subcontractors are not entitled to receive benefits that employees of the State of Arizona are entitled to receive, including but not limited to, workers' compensation, unemployment compensation, health, vision, or dental insurance, retirement benefits, annual leave, and holiday pay.

XX. Other

- a. Grantee shall follow all applicable laws, rules, and regulations in the performance of work in furtherance of the solicitation, application, and award.
- b. In accordance with ARS § 35-154, every payment obligation of the Grantor under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Grantor at the end of the period for which funds are available. No liability shall accrue to the Grantor in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- c. In accordance with A.R.S. § 35-214, the Grantee shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to the Grantor. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Grantor.
- d. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - i. Any contractor or subcontractor who is contracted by a Party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);
 - ii. That any breach of the warranty in paragraph "b." above shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;
 - iii. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph "b." above and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and
 - iv. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
- e. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.
- f. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
- g. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
- h. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

- i. Any change, modification, or extension of this Agreement must be submitted through the Grantor's online grant management system, eCivis, and approved by Grantor.
- j. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
- k. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.
- l. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
- m. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
- n. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the Grantor and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
- o. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
- p. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- q. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
- r. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
- s. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
- t. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for the Grantor to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
- u. The Parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the execution of the Agreement.

IN WITNESS WHEREOF, the Parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Additional signature(s) if required by political subdivision Date

Printed Name and Title Date

Attest:

Clerk Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Governor’s Office with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for Grantee Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Appropriate A.R.S., ordinance, or charter reference

FOR GOVERNOR’S OFFICE:

Matthew Gress, Director Date
State of Arizona
Governor’s Office of Strategic Planning and Budgeting



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. F.

Meeting Date: 08/12/2020

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

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

Action Requested: Motion

Ordinance

Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2020-0277 and Ordinance No. 400. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the official Zoning Map of the City of San Luis by changing the zoning classification of 15.1 acres from Rural Area Residential (RA-10) to Medium Density Residential (R1-6) for property located west of 8th Avenue between Bienestar Estates No. 5 Subdivision and the East Main Canal. **(Jose Guzman, Director of Planning & Zoning)**

- A. Open public hearing
 - 1. Staff presentation
 - 2. Call to the Public on this item
- B. Close public hearing
- C. Approval of Reading of Ordinance No. 400 by title only
(City Clerk to read the ordinance by title only)
- D. Action on Ordinance No. 400

SUMMARY:

The subject property is located between Bienestar Estates No. 5 Subdivision and the East Main Canal. San Luis High School is located to the north across the East Main Canal and is zoned as Rural Area Residential (RA-10). The property to the east and west are undeveloped land and are also zoned (RA-10). The property to the south is developed as a single-family residential subdivision and is zoned Medium-High Density Residential (R-2).

The purpose of the request is to allow the construction of subdivision to be called La Esperanza Estates. The conceptual plan shows a total of 53 lots with a street connecting 6th Avenue to 8th Avenue.

The current zoning of the project property is Rural Area Residential (RA-10) which allows for agricultural uses and only one dwelling unit per every 10 acres of land. The proposed zoning district is Medium Density Residential (R1-6). The purpose of this zoning district is to provide for detached single residence development on urban sized lots in areas where adequate public facilities and services are available. The minimum lot-size allowed is 6,000 square feet.

AGENCY REVIEW:

As required by state statute, this request was referred to all relevant government agencies for review. We have received comments from the following agencies:

1. City of San Luis Attorney's Office (6-17-20)
2. City of San Luis Fire Department (6-17-20)
3. Yuma County Department of Development Services (6-18-20)

As required by state statute, staff sent notification letters to property owners within 300-feet of the proposed project (58 letters).

The city has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

GENERAL PLAN:

This area is designated as Neighborhood in the City of San Luis 2020 General Plan. The activities proposed will be consistent with that designation (Chapter 2, Page 19-20). The Neighborhood Land use designation allows all types of residential development.

CITIZEN REVIEW MEETING:

As required by state statute and the City Code, a Citizen Review meeting was held on July 7, 2020, at 6:00 p.m., due to the pandemic, this meeting was conducted via teleconference. Notice of the meeting was sent to the adjacent neighbors, and they were able to connect to the meeting or send out questions or comments via email before the meeting. The intent of this meeting was to allow the public to learn about the project, ask questions and express any comments. There were no people from the public connected to the teleconference nor did the city receive any comments or questions prior to the meeting.

PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission held a public hearing for this item at their regular meeting of July 14, 2020, at City Hall. Due to the health situation, this meeting was closed to the public but members of the public could submit their comments via email before the meeting or they had the option to participate in the meeting via phone. The Commission recommended approval of rezoning Case No. 2020-0277 subject to the conditions as recommended by staff.

SUMMARY:

The applicant has provided the information and materials necessary for the review of the rezoning request.

Staff recommends approval of Ordinance No. 400/Rezoning Case No. 2020-0277 subject to the following conditions:

1. Rezoning is a condition upon development of the land in a manner similar to the tentative lot layout submitted for this application.
2. A full-length street shall be constructed between 6th Avenue and 8th Avenue as part of the development of this property.
3. A traffic study is required and the construction of any and all improvements as recommended by the said study, including but not limited to, possible contributions to future roadway improvements such as traffic signals and/or canal crossings along 6th Avenue and 8th Avenue.
4. Owner agrees to sign necessary improvement districts for the subdivisions of the rezoned parcel. Said districts to include a street lighting improvement district, a community facilities district, and a parkway district pursuant to A.R.S § 48-572.
5. Grading and erosion control shall comply with the International Building Code standards for all aspects of the development including development of lots and the building of houses or other buildings.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING

- 1. Staff presentation
- 2. Call to the Public on this item

B. I MOVE TO CLOSE PUBLIC HEARING

C. I MOVE TO APPROVE READING OF ORDINANCE NO. 400 BY TITLE ONLY.

(City Clerk to read Ordinance No. 400 by title only)

D. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 400.

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

Ordinance No. 400
Location Map
Aerial Picture
Conceptual Plan
City of San Luis Attorney's Office Comments (6-17-20)
Fire Department Comments (6-17-20)
Yuma County Development Services Comments (6-18-20)



Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 400

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN LUIS BY CHANGING THE ZONING CLASSIFICATION OF 15.1 ACRES RURAL AREA RESIDENTIAL (RA-10) TO MEDIUM DENSITY RESIDENTIAL (R1-6) FOR PROPERTY LOCATED WEST OF 8TH AVENUE BETWEEN BIENESTAR ESTATES NO. 5 SUBDIVISION AND THE EAST MAIN CANAL; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and City Council of the City of San Luis desire to amend the City of San Luis Official Zoning District Map (the "Zoning Map") pursuant to A.R.S. §9-462.04 to change the zoning classification for 15.1 acres of real property located on Assessor Parcel ID No. 776-09-003; as attached hereto as "Exhibit A" and

WHEREAS, the aforementioned change in zoning classification is consistent with the General Plan of the City of San Luis; and

WHEREAS, all due and proper notices of public hearings on the Zoning Map Amendment have been given and proper public hearings have been held, and a recommendation has been given regarding the Zoning Map Amendment by the Planning and Zoning Commission of the City of San Luis; and

WHEREAS, the Planning and Zoning Commission recommended approval of the zoning.

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

SECTION 1. That the above recitals are hereby incorporated as though fully set forth herein.

SECTION 2. That the Official Zoning Map of the City of San Luis is hereby amended by changing the zoning classification from Rural Area Residential (RA-10) to Medium Density Residential (R1-6) of the property subject to the following conditions:

1. Rezoning is condition upon development of the land in a manner similar to the tentative lot layout submitted for this application.

2. A full length street shall be constructed between 6th Avenue and 8th Avenue as part of the development of this property.
3. A traffic study is required and the construction of any and all improvements as recommended by the said study, including but not limited to, possible contributions to future roadway improvements such as traffic signals and/or canal crossings along 6th Avenue and 8th Avenue.
4. Owner agrees to sign necessary improvement districts for the subdivisions of the rezoned parcel. Said districts to include a street lighting improvement district, a community facilities district, and a parkway district pursuant to A.R.S §48-572.
5. Grading and erosion control shall comply with the International Building Code standards for all aspects of the development including development of lots and the building of houses or other buildings.

Property more fully described as:

THE PARCEL B OF BARKLEY LOT SPLIT No. 3 AS RECORDED IN BOOK 27 OF PLATS, PAGES 68 YUMA COUNTY RECORDERS OFFICE. YUMA, COUNTY, AZ. AND BEING A PORTION OF THE N 12 OF THE SW 14 OF SECTION 6, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY ARIZONA

SECTION 3. In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, regulation, or policy within the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or said reference regulations.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis,

Arizona, this _____ day of _____, 2020.

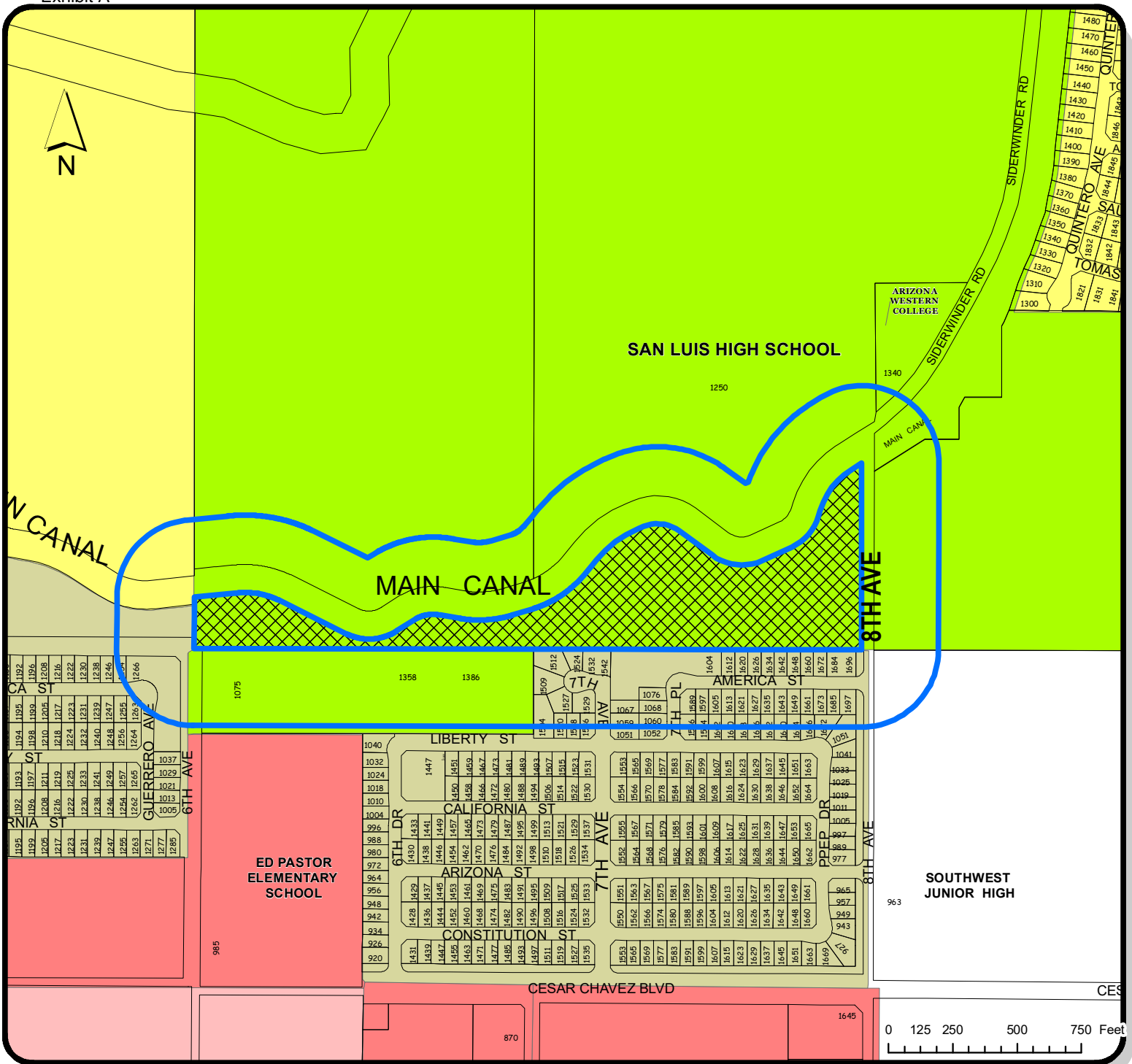
Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



LOCATION MAP

REZONING

LOCATION OF SUBJECT PROPERTY

PID: 776-09-003

300ft Notification Area

Zoning

- MULTIPLE RESIDENCE ZONING DISTRICTS
 - R-2
 - R-3
- COMMERCIAL ZONING DISTRICTS
 - C-2
- SINGLE RESIDENCE ZONING DISTRICTS
 - R1-8
 - RA-10

CASE #
2020-0277

DATE:
5/21/2020

PLANNING & ZONING

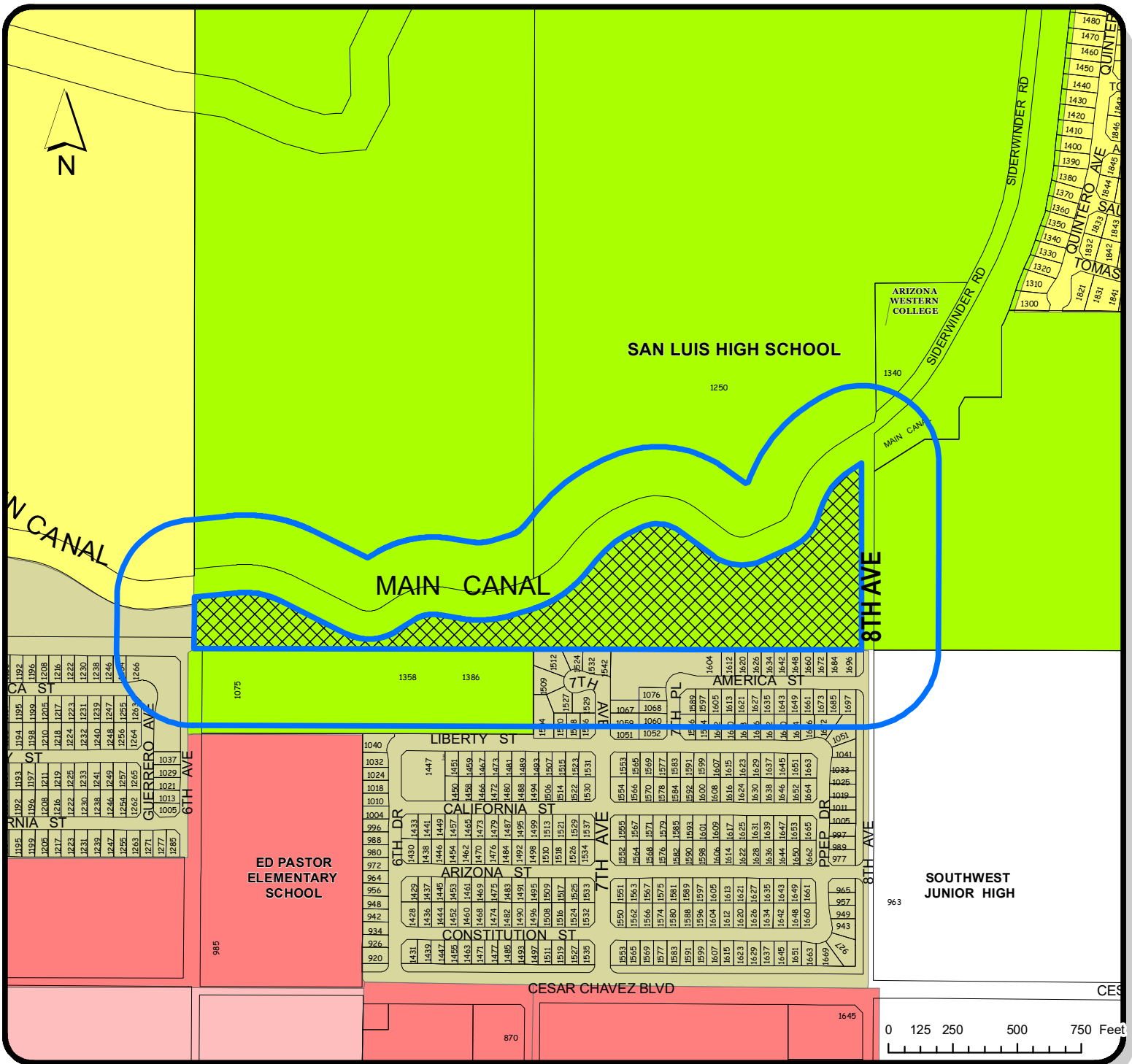


GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

APPROVED BY:
JOSE A. GUZMAN



LOCATION MAP

REZONING

LOCATION OF SUBJECT PROPERTY

- PID: 776-09-003
- 300ft Notification Area

Zoning

- MULTIPLE RESIDENCE ZONING DISTRICTS**
 - R-2
 - R-3
- COMMERCIAL ZONING DISTRICTS**
 - C-2
- SINGLE RESIDENCE ZONING DISTRICTS**
 - R1-8
 - RA-10

CASE #
2020-0277

DATE:

5/21/2020

PLANNING & ZONING



GIS

CREATED BY:

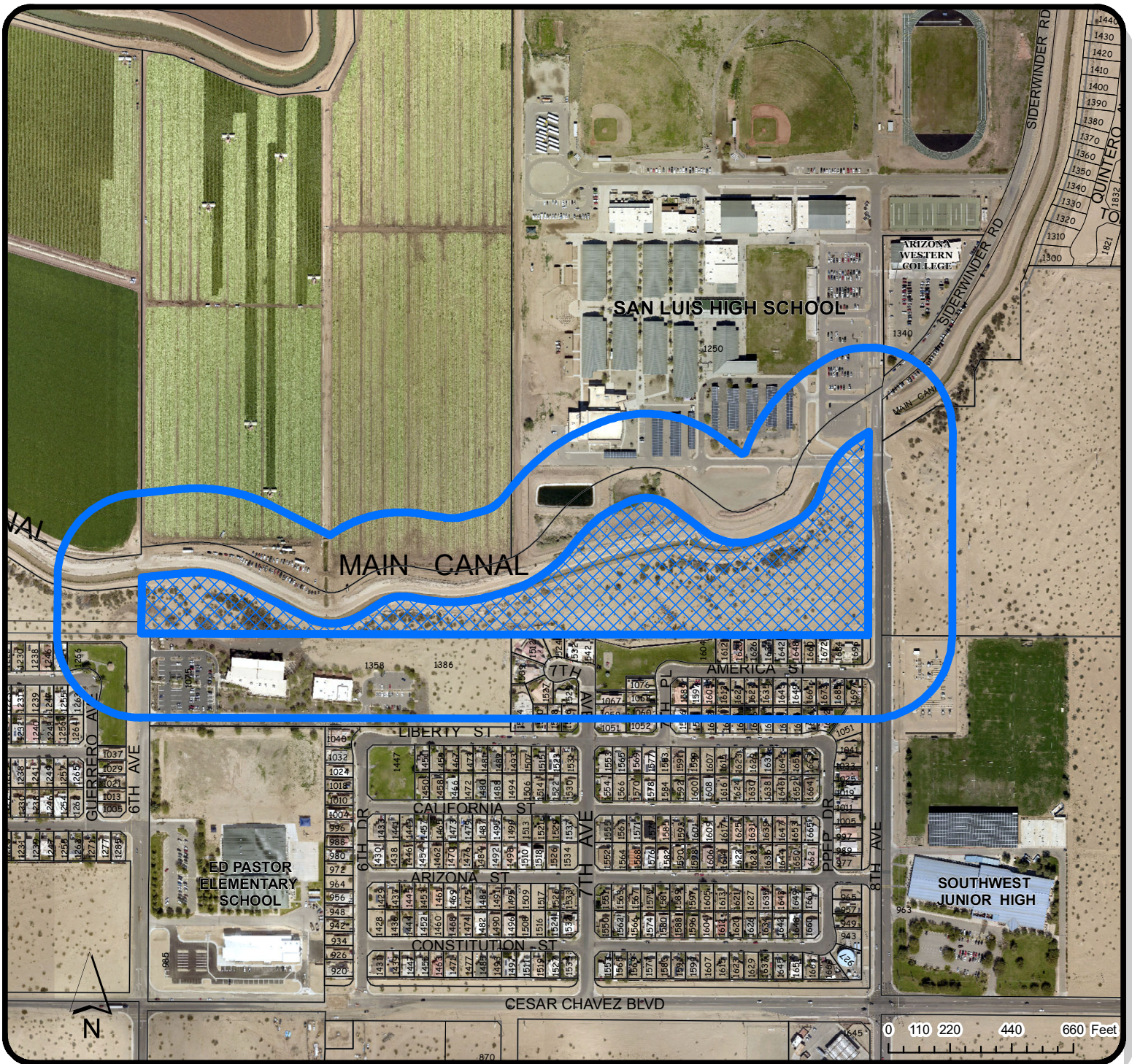
ISAAC GUTIERREZ

CHECKED BY:

ROMAN PACHECO

APPROVED BY:


JOSE A. GUZMAN



LOCATION OF SUBJECT PROPERTY

LOCATION MAP

REZONING

 PID:776-09-003

CASE #
2020-0277

DATE:
8/6/2020

PLANNING & ZONING



GIS

CREATED BY:
ISAAC GUTIERREZ

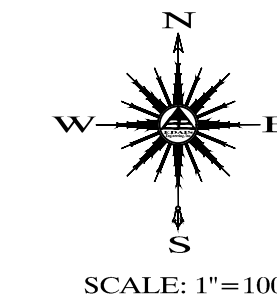
CHECKED BY:
ROMAN PACHECO

APPROVED BY:
JOSE A. GUZMAN

CITY OF SAN LUIS, STATE OF ARIZONA

LA ESPERANZA ESTATES TENTATIVE PLAT

A SUBDIVISION OF THE PARCEL B OF BARKLEY LOT SPLIT No. 3
AS RECORDED IN BOOK 27 OF PLATS, PAGES 68 YUMA COUNTY RECORDERS OFFICE.
YUMA, COUNTY, AZ. AND BEING A PORTION OF THE N 1/2 OF THE SW 1/4 OF SECTION 6,
T11S, R24W, G. & S. R. B. & M. YUMA COUNTY ARIZONA



OFFICE OF YUMA COUNTY RECORDER

BOOK _____ OF _____
PAGE _____

LEGEND

- CENTERLINE
- BOUNDARY LINE
- EXISTING LOTS
- EXISTING DIRT ROAD
- FOUND MONUMENT (TYPE AS SHOWN)
- SET 1/2" REBAR W/CAP LS 49335
- B.C. INDICATES BRASS CAP
- H.H. INDICATE HAND HOLE
- (R1) RECORDED INFORMATION PER BARKLEY LOT SPLIT No. 3 AS SHOWN IN BOOK 27 OF PLATS, PAGE 68 YUMA COUNTY RECORDS
- (R2) DATA REFER TO 110' U.S.B.R. EAST MAIN CANAL R.O.W. AS SHOWN ON R.O.W. MAP No. 35-303-646 RECORD @ YUMA COUNTY WATER USERS ASSOC.
- A.P.N. ASSESSOR PARCEL NUMBER
- Ⓢ EXISTING NUMBER LOT

BASIS OF BEARING

THE SOUTH LINE OF THE SW 1/4 OF THE SECTION 6, T11S, R24W, NAMED N 89°40'11" E AS SHOWN ON BARKLEY LOT SPLIT No. 3 RECORDED IN BOOK 27 OF PLATS PAGE 68, YUMA COUNTY RECORDER.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING JANUARY OF 2020, AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.

**PRELIMINARY
NOT FOR
CONSTRUCTION**

NW COR. SEC. 6
FD BRASS CAP IN CONCRETE (NO STAMP)

W 1/4 CORNER SEC 6
T.11 S., R.24 W.
1972 U.S.B.R. BRASS CAP

NW 1/4 COR SEC 6
FOUND 1969 US BRASS CAP

C 1/4 CORNER SEC 6
NOT FOUND

N 0°06'32" E (M) 2670.91' (R1)
N 0°06'27" E (R1) 2670.92' (R1)

E 1/4 COR SEC 6
FN 1920 GLO BRASS
CAP IN HANDHOLE

CURVE DATA

NUMBER	RADIUS	LENGTH	DELTA	NUMBER	RADIUS	LENGTH	DELTA
C0	414.30'	233.80'	32°20'00"	C22	138.20'	148.34'	61°30'00"
C1	350.30'	202.70'	32°20'00"	C23	193.20'	207.38'	61°30'00"
C2	304.30'	171.72'	32°20'00"	C24	248.20'	266.41'	61°30'00"
C3	91.20'	93.65'	58°50'00"	C25	138.20'	117.39'	48°40'00"
C4	146.20'	150.12'	58°50'00"	C26	193.20'	164.10'	48°40'00"
C5	201.20'	206.60'	58°50'00"	C27	248.20'	210.82'	48°40'00"
C6	248.20'	180.50'	41°40'00"	C28	342.90'	245.37'	41°00'00"
C7	193.20'	140.50'	41°40'00"	C29	287.90'	206.02'	41°00'00"
C8	138.20'	100.50'	41°40'00"	C30	232.90'	166.66'	41°00'00"
C9	355.20'	160.20'	25°50'00"				
C10	410.30'	184.99'	25°50'00"				
C11	465.30'	200.79'	25°50'00"				
C12	232.90'	3.42'	00°50'29"				
C13	232.90'	135.46'	33°19'31"				
C14	287.90'	171.68'	34°10'00"				
C15	342.90'	204.48'	34°10'00"				
C16	465.30'	234.16'	28°50'00"				
C17	410.30'	205.48'	28°50'00"				
C18	355.30'	178.80'	28°50'00"				
C19	201.20'	207.18'	59°00'00"				
C20	146.20'	150.55'	59°00'00"				
C21	91.20'	93.91'	59°00'00"				

LINE DATA

NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L0	N84°13'22"E	149.75'	L22	N45°07'53"E	35.34'
L1	N84°13'22"E	155.36'	L23	S57°05'05"E	29.74'
L2	N84°13'22"E	160.99'	L24	N34°31'48"W	23.38'
L3	S63°26'38"E	265.96'	L25	N42°08'41"E	37.30'
L4	N57°43'22"E	71.84'			
L5	S80°36'38"E	77.50'			
L6	N73°33'22"E	115.80'			
L7	N73°33'22"E	102.89'			
L8	N73°33'22"E	86.56'			
L9	N73°33'22"E	12.91'			
L10	N73°33'22"E	29.24'			
L11	N30°23'22"E	75.90'			
L12	N68°13'22"E	22.10'			
L13	S52°46'38"E	148.10'			
L14	N65°43'22"E	126.90'			
L15	N17°03'22"E	23.20'			
L16	N58°03'22"E	187.59'			
L17	N58°03'22"E	153.16'			
L18	N58°03'22"E	118.72'			
L19	N44°52'07"W	21.22'			
L20	N45°05'53"E	21.19'			
L21	N44°52'07"E	35.37'			

LOT AREAS

LOT	AREA	LOT	AREA	LOT	AREA
1	7187.50	19	6000.00	37	6034.96
2	6000.00	20	6000.00	38	6470.47
3	6000.00	21	6015.85	39	7875.30
4	6000.00	22	13142.20	40	6000.00
5	6000.00	23	7687.58	41	6000.00
6	6000.00	24	9208.96	42	6187.50
7	6000.00	25	9850.47	43	9484.47
8	6000.00	26	9698.09	44	6000.00
9	6000.00	27	9764.97	45	6164.18
10	6000.00	28	13552.88	46	10848.85
11	6000.00	29	6185.13	47	16483.42
12	6000.00	30	6000.00	48	7074.87
13	6000.00	31	6000.00	49	8653.87
14	6000.00	32	6000.00	50	7298.09
15	6000.00	33	6000.00	51	6767.22
16	6000.00	34	8810.29	52	6768.40
17	6000.00	35	6749.04	53	8517.36
18	6000.00	36	6032.41		

NOT-A-PART
A.P.N. 226-01-001
6th. AVENUE

N 0°00'00" E 2851.11' (M/R)
N 0°00'00" E 1310.07' (M/R)
1110.69'

NOT-A-PART
A.P.N. 776-09-002
ZONING: RA-10

NOT-A-PART
A.P.N. 776-10-001
ZONING: RA-10

NOT-A-PART
A.P.N. 776-19-002
ZONING: RA-10

NOT-A-PART
A.P.N. 776-25-282
ZONING: RA-10

BIENESTAR ESTATES No.5
BK 14, PG 59, YCR

PREPARED BY:



SHEET 2 OF 2

SW COR NW1/4 SW1/4 SEC 6
FD 1/2" REBAR W/CAP LS 22767"

FD 1/2" REBAR W/ NO CAP
EAST 0.34'
NORTH 0.57'
EXCEPTED AS RP TO
SE COR NW1/4 SW1/4 SECTION 6

FND. COTTON PICKER SPINDLE
NORTH 0.11'
EAST 0.09'
EXCEPTED AS RP TO
SE COR NE1/4 SW1/4 SEC 6

62' USBR TRANSMISSION
LINE ROW AND ACCESS ROAD
USBR DWG NO. 1292-303-3634

FD 2" BRASS CAP IN CONCRETE COLLAR.
NO CENTER PUNCH OR STAMP.
LOCATED @ CENTER OF CAPS 1/4 SEC 6

100' 34.5 kv TRANSMISSION LINE ROW
DKT 2072, PGS. 923-926, YCR.

EX. 50' ROW
FEE#2015-03576 YCR.

120' USBR TRANSMISSION LINE ROW
DKT 2072, PGS. 923-926, YCR.

NOT SET
LOCATION FALLS
IN CANAL

ADDITIONAL
R.O.W. NEEDED

ADDITIONAL
R.O.W. TO YCWU

RETENTION BASIN

LA ESPERANZA STREET

ANTHONY STREET

MAIN CANAL

GANAL

LA ESPERANZA STREET

LA ESPERANZA STREET

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LA ESPERANZA STREET

S 89°50'42" E 1323.31' (C)

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S 89°50'42" E 1323.31' (C)



June 16, 2020

REZONING CASE NUMBER: 2020-0277

CASE SUMMARY: A request by Edais Engineering, on behalf of Riedel Holdings, LLC, owner, to rezone 15.1 acres from Rural Area Residential (RA-10) to Medium Density Residential (R1-6) zoning district. The property is located west of 8th Avenue between Bienestar Estates No. 5 Subdivision and the East Main Canal, PID #776-09-003 (parcel B as recorded in Barkley Lot Split No. 3), San Luis, Arizona. The purpose of the zone change is to allow for the building of La Esperanza Estates.

A Citizen Review Meeting has been scheduled to enable interested parties the opportunity to meet with the applicant to ask and answer questions and address concerns. This review meeting is prior to any public hearing.

This Citizen Review Meeting will be held:
7th day of July 2020 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona.

PUBLIC HEARING: July 14, 2020

COMMENTS DUE: June 22, 2020

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted “as is” into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at P&Z@sanluisaz.gov.

Thank you,

Jose A. Guzman
Director of Planning & Zoning
Attachment: Location Map

.....
 COMMENTS NO COMMENTS

Enter Comments below:

We need a traffic study pursuant to our ordinance that requires a traffic study for every subdivision, and a commitment to build such improvements that might be required. Further at 8th Ave we need to be sure one can get up the hill and cross over the canal. Lastly 6th can be crowded with a lot of traffic. Signalization like a light at 6th and 22nd? Widening of 6th? Signalization at 6th and Cesar Chavez? The traffic study needs to consider impacts at 6th and 22nd as well as impacts at 6th and Cesar Chavez. Also secondary access for public safety and do we really want canal banks to support access by fire trucks? Finally since on a slope we

need to duplicate the conditions we placed on Los Quintas 2 including the required CCRs and required Engineer.s Opinions from Najeh or someone like him.

Date:

June 17, 2020

Agency:

City Attorney's Office

Phone:

341-8520

Return to: P&Z@sanluisaz.gov



June 16, 2020

REZONING CASE NUMBER: 2020-0277

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Thank you,

Jose A. Guzman
Director of Planning & Zoning
Attachment: Location Map

COMMENTS NO COMMENTS

Enter Comments below:

The City of San Luis Fire Department has no comments at this time, but reserves the right to comment upon subsequent submittals.

Date:

06/17/20

Agency:

The City of San Luis Fire Department

Phone:

928/341-8550

Return to: P&Z@sanluisaz.gov



June 16, 2020

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Thank you,

Jose A. Guzman
Director of Planning & Zoning
Attachment: Location Map

.....
 COMMENTS NO COMMENTS

Enter Comments below:

The street name “Esperanza” is already being used elsewhere in unincorporated Yuma County and within the City of Somerton. To avoid confusion with E911, it is highly recommended an alternative street name is used.

Date:

6/18/2020

Agency:

Yuma County Department of Development Services

Phone:

928-817-5176

Return to: P&Z@sanluisaz.gov