



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 26, 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, 26 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



AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
August 26, 2020
7:00 p.m.

The August 26, 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.

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 26 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.

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
2. PLEDGE OF ALLEGIANCE
3. INVOCATION

4. **PROCLAMATION/PRESENTATION**

4. A. Proclamation - Prostate Cancer Awareness Month - September 2020

4. B. Presentation and recognition of the 2020 - 1st and 2nd Quarter awardees with the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. **(Angelica Cifuentes, Rogelio Martinez, ERAP Committee Chairs & Fausto Gonzalez, HR Training & Programs Coordinator)**

5. **CONSENT AGENDA**

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

5. A. **MINUTES OF**

- Regular Council meeting held June 24, 2020
- Work Session held July 1, 2020
- Regular Council meeting held July 8, 2020

5. B. **DISBURSEMENTS FROM AUGUST 1, 2020 THROUGH AUGUST 14, 2020**

Total Disbursements \$900,229.57

(Nine Hundred Thousand, Two Hundred Twenty-Nine Dollars and Fifty-Seven Cents)

6. **DISCUSSION AND POSSIBLE ACTION ITEMS:**

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

6. B. Discussion and possible action on any and all matters regarding authorization to increase the financial budget for Fiscal Year 2020-2021 necessary to spend remaining funds from the North American Development Bank Technical Assistance Grant awarded and accepted in Fiscal Year 2019-2020. **(Jenny Torres, Economic Development Manager)**

6. C. Discussion and possible action on any and all matters regarding the City of San Luis entering into the Arizona Mutual Aid Compact with the State of Arizona, the Arizona Department of Emergency and Military Affairs, and all political jurisdictions within the State of Arizona including the Cocopah Indian Tribe and Fort Yuma Quechan Indian Tribe which are parties to the Compact. **(Richard Jessup, Chief of Police)**

6. D. Discussion and possible action on any and all matters regarding the bidding process for the construction of the 9B Restroom Facilities Project. **(Lizandro Galaviz, Director of Parks & Recreation)**

6. E. Discussion and possible action on any and all matters regarding authorization for employee vacation accrual payout. **(Tadeo A. De La Hoya, City Manager)**

6. F. Discussion and possible action on any and all matters regarding Resolution No. 2138. A resolution of the Mayor and Council of the City of San Luis, Arizona, temporarily suspending imposition of a late penalty charge on water utility accounts; temporarily suspending shut-off of water service for non-payment; and temporarily suspending imposition of shut-off fee due to declared COVID-19 virus emergency; repealing any conflicting provisions; providing for severability; and declaring an emergency. **(Jorge Perez, Billing & Collections Manager)**

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**



PROCLAMATION

Regular City Council Meeting

4. A.

Meeting Date: 08/26/2020

Title:

Proclamation - Prostate Cancer Awareness Month - September 2020

Attachments

Proclamation



Proclamation

Prostate Cancer Awareness Month September 2020

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

WHEREAS, this year approximately 191,930 men will be diagnosed with prostate cancer in the United States alone every year and roughly 33,330 die this year from the disease – which is 87 men every day; and

WHEREAS, in Arizona an estimated 3,830 new cases of prostate cancer will be and an estimated 760 deaths will occur in 2020; and

WHEREAS, prostate cancer is the most commonly diagnosed form of cancer and the second leading cause of cancer related deaths behind lung and colon cancer; and

WHEREAS, men with relatives- father, brother, son – with a history of prostate cancer are twice as likely to develop the disease and;

WHEREAS, 1 in 9 men are diagnosed with prostate cancer. African American men are at the highest risk for the disease with a rate of 1 in 7 men. African American men are 2.3 times more likely to die from the disease: and

WHEREAS, prostate cancer is the most commonly diagnosed form of cancer and the second leading cause of cancer related deaths among men; and

WHEREAS, education regarding prostate cancer and early detection strategies is critical to saving lives and preserving and protecting our families; and

WHEREAS, nearly 3 million men in the U.S. are living with a prostate cancer diagnosis; that number is estimated to climb to 4 million by 2024 as men in the baby boomer generation age.

WHEREAS, all men are at risk for prostate cancer, and we encourage the citizens of San Luis to increase the importance of prostate screenings.

NOW, THEREFORE, I Gerardo Sanchez, Mayor of the City of San Luis, do hereby proclaim September as Prostate Cancer Awareness Month in the City of San Luis, Arizona. I encourage all residents of this city to support the education, prevention, and treatment efforts of those who fight against this disease.

PASSED AND ADOPTED this 26th day of August 2020.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PRESENTATION

Regular City Council Meeting

4. B.

Meeting Date: 08/26/2020

Presentation Topic/Summary:

Presentation and recognition of the 2020 - 1st and 2nd Quarter awardees with the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. **(Angelica Cifuentes, Rogelio Martinez, ERAP Committee Chairs & Fausto Gonzalez, HR Training & Programs Coordinator)**

Attachments

2020 1st & 2nd Qtr ERAP Recipients

EMPLOYEE RECOGNITION & AWARDS PROGRAM (ERAP)

1ST & 2ND QUARTER 2020 YEARS OF SERVICE RECIPIENTS

<u>5 Years</u>	<u>15 Years</u>	<u>20 Years</u>
Maria Cortes , <i>Facilities</i>	Joaquin Campa , <i>Building Safety</i>	Isidro Lopez , <i>Fire</i>
Jonathan Dumadag , <i>IT</i>	Det. Paulino Lara , <i>Police</i>	Jesus Luna , <i>Senior Services</i>
Andrei Gonzalez , <i>Public Works</i>	Sgt. Damian Miller , <i>Police</i>	Gilberto Torres , <i>Waste Water</i>
Samuel Gonzalez , <i>Public Works</i>	Andrea Ruiz , <i>Municipal Court</i>	
Xochitl Lopez , <i>Public Works</i>		
Domingo Sosa , <i>IT</i>		

1ST QUARTER 2020 ERAP AWARDEES

CUSTOMER SERVICE AWARD

Socorro Ayala, *Police Records Clerk*

Socorro Ayala is the recipient of the Customer Service Award this 1st Quarter due to the exceptional customer service that she demonstrates on a day-to-day basis. Mrs. Ayala is a very helpful individual not only with co-workers but with our general public. She always strives to give the best of her when it comes to customer service. She always has a great attitude towards internal and external customers. Mrs. Ayala takes initiative and is not afraid to take on new projects even though it might be new to her. Thank you for your work and dedication to the City of San Luis.

Achievement Award

Information Technology (IT) Department

Our IT Department is the recipient of the Achievement Award for the 1st Quarter due to their work and effort on transitioning the City over to online council meetings in an effort to prevent transmission or possible spread of COVID-19. The City of San Luis had to close most of its facilities to visitors and the general public. During this time, City Council has continued to hold their council meetings through live audio stream to members of the public to listen to. Without the assistance of our IT Department, this would have not been possible. They had to take different measures on and off site including last minute changes to be able to connect our elected officials and be able to have a successful transition and council meetings. We are very thankful for our IT Department in helping us achieve this and for the City to be compliant with the open meeting law.

Award of Excellence

Mary French-Jones, Grants Writer

We have Mrs. Mary French-Jones as the recipient of the Award of Excellence for the 1st Quarter of 2020. Mrs. French-Jones was challenged with correcting several online systems that allow the City of San Luis to submit grants including the System for Award (SAM), grants.gov, and DOJ systems. The federal government online systems are very difficult to correct and she had to coordinate with different department managers who were busy dealing with other projects. The systems had to be corrected in order to apply for the COPS grants. Mrs. French-Jones was pressured to do this in a short period of time and she successfully corrected the online systems and submitted the grant within three weeks. Mrs. French-Jones portrayed exemplary effectiveness in accomplishing this project and motivated and collaborated with others while making a high impact to the community.

Safety Award

Jose A. de la Vara, City Prosecutor

Mr. de la Vara is the recipient of the Safety Award for the 1st Quarter of 2020. As we all know, 2020 has been tough with COVID-19 and have had to adapt to the change of environment. As soon as Mr. de la Vara and his division heard the virus could spread quickly and the City issued the Declaration of Emergency and Order, Mr. de la Vara did not hesitate to take the necessary measures to reduce exposure to the virus. Their job requires City Prosecutor's office to interact with the public one-on-one and Mr. de la Vara requested that our public contact be minimal and asked the court to allow telephone appearance for the time being. We would like to thank Mr. de la Vara and the other department heads that taken the necessary measures to keep our departments and divisions protected.

Employee of the Quarter

Sgt. Damian Miller, Police

Sgt. Miller is the recipient of the Employee of the Quarter Award for the 1st Quarter of 2020 for the assistance that he provided for the events that Parks & Recreation had for the 1st Quarter. Sgt. Miller was the main contact from the Police Department and made it to every meeting and was able to assist with all requests. Thanks to Sgt. Miller's assistance, suggestions and feedback provided, we were able to coordinate and offer successful events for the community. Some events where Sgt. Miller collaborated in was the Mascota Mania Event where Sgt. Miller and the K-9 Unit provided a demonstration, coordination of safety during the route of APR's 5K Walk/Run/Bike Event, and for assisting in finding bicycles for the safety event and gathering agencies to come in. Thank you Sgt. Miller and everyone else that was a recipient of an award for the 1st Quarter of 2020.

2ND QUARTER 2020 ERAP AWARDEES

CUSTOMER SERVICE AWARD

Carlos Correa, *Public Works – Highway Users/HURF*

Carlos Correa is the recipient of the Customer Service Award the 2nd Quarter. Correa exhibits great customer service and has been able to maintain areas like Main Street intact. Correa has also been instrumental in fixing water irrigation systems, rather than placing a call to the Water Division. Correa is a reliable individual and able to perform outside of his job responsibilities, where he has been able to repair equipment that was deemed obsolete and that had not been utilized by the division in a while. Correa is always polite and always makes the effort to give the best of him when providing customer service and as a member of the Public Work's Highway Users/HURF Division. Thank you for your work and dedication to the City of San Luis.

Achievement Award

Public Work's Water Division

Our Public Work's Water Division is the recipient of the Achievement Award for the 2nd Quarter. This Division makes sure that all the state required monitoring happens on time for water delivered to our constituents. They assure that the quality of our water is within the parameters established by the Arizona Department of Environmental Quality (ADEQ). They keep all our wells running and make sure that the consumption demands are met. Despite being significantly impacted by COVID-19, this division has been able to keep things running smoothly and in compliance with the state and federal government. We are very thankful for our Water Division.

Award of Excellence

Police Department, Squad C

The recipient of the Award of Excellence for the 2nd Quarter of 2020 is Squad C from the Police Department. Squad C consists of Sgt. Prieto, Ofc. Pereda, Ofc. Perez, Ofc. Rojas and Ofc. Astorga. During the month of June, Squad C was called to assist a local resident who had his bicycle stolen. Knowing that this was his only mode of transportation, Squad C did not hesitate to reach into their own pockets and donate money to purchase our resident a new one. This exemplary job performance demonstrates their dedication to this department and more importantly to the public to which they serve. They serve every day with honesty, integrity, loyalty and dedication to others. Their teamwork, and dedication is truly an example for not only those in law enforcement, but for all members of the community.

Safety Award

Fire Department

The recipient of the Safety Award for the 2nd Quarter of 2020 is our Fire Department. Since the start of this pandemic, the Fire Department has been on the front lines. Time and time again, and without hesitation, our Fire Department provide the best treatment and comfort for patients they encounter and that are suffering from COVID-19. Most if not all first responders have been tested for the virus themselves at least seven times. From wearing a mask for 24 hours a day to disinfecting all the station and unites they continue to come in and work to provide support and help keep all the residents of the City of San Luis safe.

Employee of the Quarter

Fabian Felix, Fire

The recipient of the Employee of the Quarter Award for the 2nd Quarter of 2020 is Fire Engineer Fabian Felix. During this difficult time, Fabian has been in charge of obtaining personal protective equipment (PPE) for the Fire Department. It has been rough to say the least since every first responder or health care facility is vying to obtain the same PPE. With Fabian's networking ability, the Fire Department has not had a shortage of PPE whatsoever. We have been fully stocked and continue to secure PPE for the safety of our personnel. Fabian can be seen in and off time to make sure the PPE has been delivered and make sure that it has been thoroughly inspected in order to meet the standards of our Fire Department.

Thank you all for your hard work and dedication to the City of San Luis.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. A.

Meeting Date: 08/26/2020

Summary

MINUTES OF

- Regular Council meeting held June 24, 2020
 - Work Session held July 1, 2020
 - Regular Council meeting held July 8, 2020
-

Attachments

6/24/2020 RCM

7/1/2020 WS

7/8/2020 RCM

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
June 24, 2020
7:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:02 p.m.

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

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

OTHERS PRESENT: Tadeo A. De La Hoya, City Administrator
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Axel Chayra, Information Technology Technician
Derek Dueñas, Manager of Information Technology
Eulogio Vera, Director of Public Works
Francia Alonso, Assistant to Council/PIO
Jenny Torres, Economic Development Manager
Joaquin Campa, Building Inspector
Jonathan Dumadag, Information Technology Technician
Jorge Mungaray, Information Technology Technician
Jose L. Cisneros, Executive Assistant
Jose Guzman, Director of Planning & Zoning
Lizandro Galaviz, Director of Parks and Recreation
Marco Santana, Police Lieutenant
Monica Castro, Director of Finance
Ralph Velez, City Consultant (remotely)
Richard Jessup, Chief of Police
Elizabeth Carpenter, Realtor
Gary Black, Deputy Director of Comite De Bienestar

2. PLEDGE OF ALLEGIANCE

Council Member Matias Rosales led the Pledge of Allegiance.

3. INVOCATION

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

4. PROCLAMATION

4.A. PROCLAMATION

Proclamation of Yuma County, City of Yuma, City of San Luis, City of Somerton, and Town of Wellton urging all county residents to follow the Centers for Disease Control and Prevention Guidelines to combat the spread of COVID-19.

Mrs. Sonia Cornelio read the proclamation in its entirety.

Mayor Gerardo Sanchez is grateful for Mr. Tony Reyes, Yuma County Supervisor and Chairman of the Board, for taking charge and getting all the communities together on this proclamation.

5. CONSENT AGENDA

5. A. MINUTES OF

- Regular Council meeting held May 13, 2020
- Work Session held May 14, 2020
- Special Council meeting held May 14, 2020

5. B. DISBURSEMENTS FROM JUNE 1, 2020 THROUGH JUNE 12, 2020.

Total Disbursements \$981,671.89

(Nine Hundred Eighty-One Thousand, Six Hundred Seventy-One Dollars and Eighty-Nine Cents)

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 a contract between the City of San Luis and Greater Yuma Port Authority in participating in the Economic Strength Program Grant (ESP) from the Arizona Department of Transportation (ADOT) and Arizona Commerce Authority (ACA) for the construction of infrastructure improvements to the Magrino Industrial Park. (Jenny Torres, Economic Development Manager)

Ms. Jenny Torres, Economic Development Manager, stated the Greater Yuma Port Authority (GYPA) requested her assistance in applying for this grant through ACA. They are not an eligible applicant, they can only be a cosponsor to the application. Staff worked with them in trying to submit this application but staff believes that setting up a contract to determine the responsibilities the port and the city would have. Ms. Torres briefly mentioned the responsibilities for both entities as illustrated on the agreement filed with the complete agenda packet at the City Clerk's Office. The project consists of a road in accessing the Magrino Industrial Park. She thinks the grant can pay for the paving while the GYPA already has the funding to do the underground. GYPA has been informed by staff about trying to combine the funds and make it into one (1) specific project as it will be more efficient and have control over the entire project. This grant will help bring in more industry to the industrial park and create jobs, the city overall will benefit with this project.

Council Member Matias Rosales, Chairman for GYPA, said they agree with the contract as presented.

Mayor Gerardo Sanchez commended GYPA and all the work done.

MOTION: Vice Mayor/Council Member Mario Buchanan Jr. to approve contract between the City of San Luis and Greater Yuma Port Authority. 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. B. Discussion and possible action on any and all matters regarding authorization for employee vacation accrual payout. (Tadeo A. De La Hoya, City Manager)

Mr. Tadeo De La Hoya, City Manager, explained for the last few months, the world and San Luis have been experiencing an unforeseen pandemic that as a city is fortunate enough to count on loyal employees going through all this and continue working every day to serve the community.

Nonetheless, as part of the benefits, they have been continuing to accumulate vacation hours, but yet they are not able to use them. He understands that cities around the region and throughout the state have resorted to two (2) different options than this one in particular, which is paying 60 employees, 40 hours from their vacation accrual they have. Their vacation bank will be reduced by 40 hours and paying employees in cash is a temporary solution in which staff will need to seek a permanent solution to this. The problem will continue depending on how this pandemic evolves; now more than ever these employees are needed, to serve our community. From the aforementioned 60 employees, 35 are Public Safety, Parks, Public Works, half from the Finance Department, Administration, Prosecutor/Attorney, Billing & Collections and Economic Development. This is something that the policy allows him to do but, for the sake of transparency, he is presenting this item to the City Council. As City Administrator, he believes that employees with good attendance should not be punished; the financial reporting has already been recognized, the vacation accruals and the compensated absences. This is the recommendation from Administration, the Finance Department does not agree for the record with with his recommendation.

Mr. Richard Jessup, Chief of Police, commented he has spoken with Chief Ramirez therefore he is going to represent him tonight as well. For the Fire Department – many of the employees have already reached maximum vacation time and are not accruing any more hours. In the Police Department there are 25 employees that are maxed out on vacation, which means employees do not accumulate any more vacation hours. Another issue they face now is the sick time. Once employees go over their sick time, even though it is being accrued, these hours are then calculated back into vacation time. For every three (3) hours of sick time is converted back to one (1) hour of vacation time. Twenty-three of his employees have already maxed out over 360 hours and of that, 17 of them are already maxed out on vacation time. They are not getting any vacation time and once sick time gets converted over, they are going to lose that as well. Since January his department has been five (5) officers down and so his overtime budget has taken a real hit. In March with COVID-19 and everything that is going across the nation, the Police and Fire Departments, have been impacted to where they have people who have tested positive for COVID-19 and they have had to supplement those people. It is literally impossible for them to tell people to take vacations because they would be subject to travel restrictions and they would be subject to being called in. He agrees that employees need their vacation time and encouraged them to take their vacation time whenever possible and as it fits into their schedule time.

Chief Jessup added he and Fire Chief Ramirez agree with this proposal because it is a great way to not only give incentives to those employees that have been dedicated, have not called in sick, nor taken vacation time off; this would be a tremendous morale booster to them.

Mayor Gerardo Sanchez asked what is the total dollar amount.

Ms. Monica Castro, Director of Finance, responded it is projected approximately \$85,000.00 just to temporarily solve this issue. However, these vacation accruals will continue accumulating and if a long term solution is not found, the city could spend up to \$350,000.00.

This year is already ending, there are a couple of days left before the fiscal year ends. When this pandemic started in March, when it was time for the vacation buyout for the employees, the city had the the same situation as right now. She was requested to look into the budget and see if it was possible to do a vacation pay out at that time. She checked the budget and the city did have funds to do that, everyone was hopeful that this situation was going to last only through June. In April there was a payout to employees that were reaching their cap; this time is the second event with the same solution and that is not the long term solution needed. The city needs something that will ensure that all employees will not keep losing their vacation accruals.

Mayor Gerardo Sanchez asked what is the policy on accumulating hours and how old is the policy. Ms. Castro replied once employees reach their cap in the different tiers, they stop accruing vacation hours.

Mr. De La Hoya indicated the policy has been in place since 2006 and made a correction on the buyback done in March and in September, he explained these are the regular ones that are done every year. What Ms. Castro was asked to do was to look into the budget as there were ten (10) employees that were maxed out and see if they were allowed to received a buyback in September and if they were able to do it again in March.

Ms. Castro commented the vacation buyback is a benefit employees have, the policy states it is 20 hours prior to that it used to be 40 hours. This reduction happened due to the salary adjustment implemented to bring the employees to market. Therefore, during that time it was decided that employees that were reaching their max, will be able to sell more than the 20 hours established by the policy to avoid loss of their accruals. It is the same situation being faced right now; if a trend continues, every time that employees are reaching their cap and the city is paying out, it can build up a financial impact for the city of \$350,000.00. Currently there are three (3) tiers which are 320, 240 hours and 160 hours accruals during the year.

Mayor Gerardo Sanchez stated no one knew the pandemic was going to happen and how it is affecting economically and physically not only the city but everyone. The term penalize...the city will not penalize first responders, it will be worked out. There is a problem and the method in place is not functioning and either the city increases the cap or they can carry over for the next year or something like that. Employees eventually will need to take vacation, presently due to the mandate, first responders or essential workers can not take vacations because of the policy established. It is \$80,000.00, the city already paid \$50,000.00 when it was done in March. The City Council talked about salary raises and how it could be done as this was not budgeted.

He agrees with Ms. Castro and added the city needs to be very careful when deciding to buy everyone out, the city is not going to penalize first responders. He asked in order to carry out the payout, by when it needed to be done.

Ms. Castro responded it needed to be done before the end of this month. It is proposed to allow employees to sell 40 hours to the city, however this will solve the problem for some but not for all because the city has a policy that at the end of the year the sick time hours convert to vacation. Therefore, some employees out of the 60, if they have reached their maximum, they will add another 40 or 50 hours of vacation to what they already carry, others might only carry over two (2) or three (3) hours.

It is complicated because each month the city will have more employees added to the list. In reaching out to other cities, she found out other municipalities are increasing the cap to the accruals of vacation hours. It is important for employees to not lose their hours and it will be inconsistent to pay out some employees and leaving other employees aside.

Council Member Matias Rosales asked what does the money from FEMA play in all this. Ms. Castro responded she is optimistic the city will be getting the help. The city is going through the application process, but has not received any reimbursement from FEMA. She anticipates it will be finished within the next months. There are still a lot of questions about how the city can use those monies. The city does not want to be penalized either so until the money is received, then the city will have the certainty those funds will be routed. She is confident the city will be able to use it to support the public safety personnel. She rather delay disbursement of cash until the city has more information and not make a decision when there are still many uncertainties.

Ms. Kay Macuil, City Attorney, shared with the City Council the experience of city attorneys in Houston who have been through several more disasters, and FEMA will tell them yes go ahead and charge us and then they will deny. So even when it is on paper that something is a reimbursable, they can change their mind. She is sure the city will get money reimbursed but what exactly will be reimbursed, the city just does not know.

Mayor Gerardo Sanchez added every city is requesting reimbursement from FEMA, every single community and the state will be hit with 25-30% of their budget, so it is going to be a challenge to get reimbursed and this is something that needs to be taken into consideration when a decision is made.

Council Member Africa Luna-Carrasco said she has several concerns because she wants to be fair with everybody but also wants to do what is right for the city. Her main concern is that she feels that the city is just going to be trimming vacation hours and then in a couple of months they will be back to square one. She suggested lifting the cap until the City Council knows what the situation is for both the city and employees losing their hours from here until June should get paid-off. Then, after that, update the city policy to open up the cap.

Council Member Gloria Torres asked what options does Ms. Castro have to assist the employees and what her recommendation is.

Ms. Castro responded the option she recommends is to increase the cap that way employees are not punished and will continue accruing vacation hours and the city will not be in the position to disburse cash.

Vice Mayor Maria Cecilia Cruz commented this was not budgeted because this is a pandemic and nobody was looking into and like Ms. Castro mentioned, it was thought it was going to be over in June. She added the city should do something about it like Mr. De La Hoya suggested and update this policy.

Council Member Jose Ponce asked to please not use the word punished, no one is punishing employees, these are just regulations. He suggested increasing the cap of accruals, this way the city will save money and save the vacation time for employees.

Council Member Mario Buchanan Jr. said there is a situation and agreed with everyone's ideas. He thinks employees deserve their vacation time or their payout and suggested taking care of them by the end of the month and then decide what will happen for the next fiscal year.

Mayor Gerardo Sanchez explained the city has been very fortunate and is always thinking about its employees, but this situation is not only affecting the community, it is affecting all aspects. This includes sales tax as people are not going to stores and are not sure how many tax is going to be generated. There is a reason why capital improvement projects were moved to December, because the city is uncertain of the amount of money that will generate in city taxes, grants, and through the state. It is not about punishing the employees, but being realistic financially speaking, the city needs to make sure that there is money to pay its employees. The city has been good to its employees and agrees the problems needs to be fixed.

Council Member Matias Rosales asked how is there in the contingency fund. Mr. De La Hoya responded there is \$525,280.00.

Mr. Ralph Velez, City Consultant, mentioned on the 40-hour cap, some employees may be one (1) hour over the limit, and others may be over 30 hours, it is not an equity on the 40-hour cap.

Mr. De La Hoya added it is not a 40-hour cap but a 40-hour pay out. The motion meant to say not to sell more than 40 hours, because employees are maxed out.

Mr. Velez asked if the city is buying down to the max limit or 40 hours across the board.

Mr. De La Hoya replies 40 hours across the board.

Mr. Velez commented that is one issue; the other issue is a cut off date is needed on the freeze of the cap, will it be July 1, November 1 or January 1.

Mr. De La Hoya stated there are two (2) proposals: the 40 hours sell back to employees right now that are maxed out at that amount and then to direct staff to work on the permanent solution. That solution will most likely will come to the City Council within less than a month to recommend the change the cap of 160 hours to be 240, the cap of 240 to be 320, the cap of 320 to be 400 which is the 80-hour difference. Anyone who has reached their cap will be getting paid 40 hours.

Ms. Castro added the city is being put in a very tough situation in identifying which employees will be paid out and how much, she was hoping not to go through a payout and just increase the cap, as she thinks this is the most straightforward way. This will allow employees that have sick time hours convert to vacation and keep them.

Mayor Gerardo Sanchez stated the city will have to look at the sick time accumulation also. The city needs to start planning now otherwise the city might go into a financial depression that can take the city years to recover from. He does not want to talk about lay-offs or furloughs, but if this situation continues, it is an option that probably the city is going to have to do. Whatever the City Council decides tonight, it is something that they might consider, but the city will not pay out anyone after tonight or every single time.

Furthermore, he added first responders might not be able to take vacation, but the other employees can. He also asked who else is working overtime besides first responders.

Mr. De La Hoya responded besides first responders, probably employees from facilities, but other than that, no one else.

Ms. Castro said the City Council needs to take a decision and if the decision will be to increase the cap with payout or not, employees will not lose vacation hours.

MOTION: Council Member Matias Rosales/Vice Mayor Maria Cecilia Cruz to approve a one-time 40-hour cap on the vacation buy-back program in a total amount not to exceed \$80,000.00 within the 2019-2020 Fiscal Year, and increase the cap of 80 hours per tier and to use contingency funds only if departments have insufficient funds. 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

MOTION: Mayor Gerardo Sanchez/Council Member Matias Rosales to set a time limit of two (2) months for staff to look over the accumulation of vacation and sick leave

hours, check the benefit of vacation time, including the conversion of sick time hours to vacation, and for staff to look at a long term solution.

Council Member Mario Buchanan Jr. commented sick hours are for sick time and should be there available and should not be converted to vacation hours; vacation hours should be used by the end of the fiscal year.

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.C. Discussion and possible action on any and all matters regarding Order No. 2020-13. An order of the Mayor and City Council of the City of San Luis, Arizona declaring the Employee Benefits Plans a public record; approving the Employee Benefits Plans for the Fiscal Year 2020-2021 for administration by the San Luis Employee Benefits Trust; providing for repeal of conflicting actions of City Council; providing for severability; and establishing an effective date for the plans. (Edgardo Carbajal, Acting Director of Human Resources)

Ms. Kay Macuil, City Attorney, explained this is routine action. The City Council allocates the money for the employee benefits plan, which was decided at the retreat and in the tentative budget. These are all the plans for dental, health, Mexican plan, everything and it is for \$2,683,400.00.

Mayor Gerardo Sanchez reminded the City Council they discussed the minimal increase to the employees health benefits in both US plan and Mexican plan. The vast majority of insurance plans increased their premiums by approximately 5% and 10%. The city has been able to maintain a competitive premiums at much lower rate compared to other communities. Therefore, the City of San Luis continue to offer one of the better plans to employees.

MOTION: Council Member Gloria Torres/Council Membe Jose Ponce to approve Order No. 2020-13. 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.D. Discussion and possible action on any and all matters regarding Order No. 2020-15. 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. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, stated the amendment to the development plan for the park project with Comite De Bienestar was to keep as close to the 20 acres that was originally contemplated and to share in building a full road to the south of par. However, the city would pay for their half or build their half when the city can and does not commit to any particular time.

Mayor Gerardo Sanchez said he believes that is the take away message when this item was discussed, the city was not going to proceed because of the half road. He then asked what the price of the half road.

Mr. Eulogio Vera, Director of Public Works, responded it is in the range of \$130,000.00, although not knowing exactly if it will be with curb and gutter, sidewalk curb, and all those will affect the price.

MOTION: Vice Mayor/Council Membe Jose Ponce to approve Order No. 2020-15. Council Member Gloria Torres abstained from voting on this item due to a possible conflict of interes. Motion passed with six (6) aye votes and one (1) abstention.

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	Abstained

7. SUMMARY OF CURRENT EVENTS

Mr. Tadeo De La Hoya, City Manager, reported he received a letter from Mr. Gary Black, Deputy Director of Comite De Bienestar, addressed to the Mayor and City Council stating it is an announcement of significance to the community and to the City of San Luis. Comite De Bienestar was notified last week by the Arizona Department of Housing they were awarded an LIHTC Reservation for a development of CDV Valley View Apartments.

The project is located on the 4th Avenue across the street from the City of San Luis Public Works yard facility. It will have 13 buildings with 100 units of affordable multi-family housing and he will like to thank the City Council and staff for the rezoning the property in March.

Mr. Black thanked the City Council and staff and added this project is going to be across the road from city administration, fire, and police. There will be 100 families adjacent to the school, to a child care, and a recreational swimming pool. He wanted to inform the city and is moving forward with the project.

Mayor Gerardo Sanchez congratulated Mr. Black and said the city has always partnered with developers and appreciates the hard work.

Vice Mayor Maria Cecilia Cruz reported she attended a web conference with Senator Sinema, and they are still trying to come up with the next COVID-19 relief package to increase and include infrastructure funding for roads.

Mayor Gerardo Sanchez thanked Senator Sinema for everything she does for the City of San Luis.

He has had conversations with the governor's office regarding the situation with the port of entry, possibly adding more restrictions to those who cross the border due to the COVID-19. As of right now over 30,000 people have been tested for COVID-19 and this is something that needs to continue. There has been a 70% decrease of people crossing via vehicle or via pedestrian compared to last year. A statement read this 70% are the cause for the COVID-19 infections. Mayor Gerardo Sanchez does not agree with this statement, it is a combination, a factor. He is seeing a lot of community spread and made it very clear, the whole situation is causing a financial condition for the city. He is very proud of our community because as of right now there are 5,100 for the positive COVID-19 patients in Yuma County, which is a very high number. The City of San Luis has 574 confirmed cases of COVID-19 patients compared with the City of Somerton with 1,571 confirmed cases, and the City of Yuma with 1,172 based on that zip code. The City of San Luis community has responded and he appreciates the hard work everyone is doing.

Mr. Tadeo De La Hoya, City Manager, reported the census response rate is at 31.9% and in 2010 the response rate was 51.9%.

8. ADJOURNMENT

MOTION: Council Member Africa Luna-Carrasco/Council Jose Ponce to adjourn the Regular Council meeting at approximately 7:37 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye

Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on June 24, 2020. I further certify that the meeting was dully called and held and that a quorum was present.

Sonia Cornelio, City Clerk

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
July 1, 2020
6:30 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the work session to order at approximately 6:36 p.m.

Mayor and City Council participated remotely due to COVID-19.

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

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Axel Chayra, Information Technology Technician
Christine Velez, Management Analyst (remotely)
Derek Dueñas, Information Technology Manager
Doming Sosa, Information Technology Technician
Francia Alonso, Assistant to Council/PIO
Jenny Torres, Economic Development Manager
Jose Luis Cisneros, Administrative Assistant
Marlene Lara, Government Affairs
Ralph Velez, City Consultant (remotely)
Annette Lagunas, Humane Society of Yuma (remotely)
Buna George, Greater Yuma Port Authority (remotely)
Diane Humphres, Amberly's Place (remotely)
Jesse Lopez, PPEP Youthbuild (remotely)
Julie Engel, Greater Yuma Economic Development (remotely)
Luis Ramirez, Ramirez Advisors Inter-National (remotely)
Paul Ward, Yuma Metropolitan Planning Organization (remotely)
Shelly Kreger, YCIPTA (remotely)

2. ITEMS FOR DISCUSSION ONLY:

2. A. Discussion and possible directions to staff on any and all matters regarding an informational update on the modernization and expansion of Cesar Chavez Boulevard and BUILD Grants opportunity. (Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)

Ms. Jenny Torres, Economic Development Manager, informed that the Arizona State Land Department (ASLD) did a land appraisal to the land that will be used as right-of-way for the expansion of the Cesar Chavez Boulevard. She mentioned that the appraisal came at \$300,000.00 per acre, and added that the city submitted a letter to the state requesting a meeting. A letter was received from the state informing that there was an error in the first appraisal and that the new amount will be \$27,984.00 per acre. She mentioned that the city needs 16 acres, which will bring a total amount of \$451,000.00. Mr. Torres informed that previously the city had paid \$8,000.00 for the appraisal and had made a deposit to the state for \$350,000.00; these leaves \$118,000.00 to complete the ASLD process. She mentioned that the state requires the city to submit a plan explaining how this will be accomplished, and staff already worked on a letter that will be forwarded to the state. Ms. Torres commented that since the city will be acquiring private land, which is approximately 4 acres, some are residential, and the other is commercial. She stated that since the city is trying to acquire federal funding, then the city needs to follow the Uniform Act, which will provide staff the steps to follow to obtain funding. She added that staff attended a training at the Arizona Department of Transportation office, they recommended that a right-of-way specialist is hired and jeopardize the federal funding. She mentioned that ADOT provided staff with a list of five (5) possible consultants, from where the city received three (3) proposals. The costs averages from \$100,000.00 to \$140,000.00. Ms. Torres mentioned that staff does not know what the cost of the private land would be as the consultant would have to make an appraisal of each property and work with the landowners; this process might take approximately a year. Furthermore, she informed that staff obtained the NEPA, and for this reason, it is ready to apply for funding. She added that the funding availability notice is released in February, and applications are due in May, the consultant needs to be hired now because it will take about a year for the process. She mentioned that if the city gets the funding, then the city will need ADOT support; this means that a financial administrator will be required. She stated that Luis Ramirez would be a great choice in helping the city connect with ADOT to get their support. Furthermore, she added that the city would also need congressional support, as it has to be their priority to be able to support the project.

Mayor Gerardo Sanchez stated that this is an important project where City Council needs to make wise decisions.

Ms. Jenny Torres asked the Mayor and Council for their direction as to whether or not they would like staff to complete the ASLD right-of-way acquisition project; this will cost approximately \$118,000.00. Per the Finance Department, there are funds available for the acquisition through the Impact Fees. She added that staff could also use \$100,000.00 from Impact Fees for the land acquisition.

Council Member Matias Rosales asked if this project will be spread out into two (2) or more years.

Ms. Torres replied that it would all depend on how long it takes to start the process. She informed that the other item to be discussed is the hiring of a consultant to help with this project. She mentioned that the funding for this was removed from the budget, and it was placed in Council's Contingency account. She added that if the City Council authorizes staff to apply for the BUILD grant, then staff will come before City Council to request the funds. She stated that the city should take advantage that ASLD has revised its appraisal to complete the project. She added that the city should start this process as soon as possible, because if the city is not successful in the first year, then staff will reapply the following year. She mentioned that she has been working on this project for approximately three (3) years.

Mayor Sanchez stated that staff should proceed with this item, as the ASLD has lowered the appraised value of the land. He asked Councilmember if they had any comments.

Vice Mayor Maria Cecilia Cruz, Council Members Matias Rosales, Jose Ponce, Gloria Torres, and Mario Buchanan agreed with Mayor Sanchez and stated that staff should move forward with this project.

Mayor Sanchez directed Ms. Torres to proceed with this item, as agreed by all members of the City Council.

2. B. Discussion and possible directions to staff on any and all matters regarding the agreement with Greater Yuma Economic Development Corporation for Fiscal Year 2020-2021. (Tadeo A. De La Hoya, City Manager, and Francia Alonso, Assistant to Council/PIO)

Ms. Francia Alonso, Assistant to Council/PIO, informed that total contribution to the Greater Yuma Economic Development Corporation (GYEDC) would remain the same as last fiscal year in the amount of \$51,254.00. There are no changes to the agreement; everything will remain the same.

Mayor Gerardo Sanchez thanked Ms. Julie Engel, Executive Director from GYEDC, and her staff for the job they have done and the support given to the city.

There were no comments and/or questions from members of the Council.

Mayor Gerardo Sanchez directed Ms. Alonso to proceed with this item, as agreed by all members of the City Council.

2. C. Discussion and possible directions to staff on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC, for Fiscal Year 2020-2021. (Tadeo A. De La Hoya, City Manager, and Francia Alonso, Assistant to Council/PIO)

Ms. Francia Alonso, Assistant to Council/PIO, informed that the agreement with Ramirez Advisor Inter-National, LLC, was increased by \$5,000.00 to continue lobbying for the projects the city currently has.

Mayor Gerardo Sanchez thanked Mr. Luis Ramirez and his staff for the great job they have done for the city.

There were no comments and/or questions from members of the Council.

Mayor Gerardo Sanchez directed Ms. Alonso to proceed with this item, as agreed by all members of the City Council.

2. D. Discussion and possible directions to staff on any and all matters regarding the contribution to the Greater Yuma Port Authority, Inc. for Fiscal Year 2020-2021. (Tadeo A. De La Hoya, City Manager, and Francia Alonso, Assistant to Council/PIO)

Ms. Francia Alonso, Assistant to Council/PIO, informed that the contribution to Greater Yuma Port Authority (GYPA) has not changed from the previous year. The contribution amount is \$50,000.00.

Mayor Gerardo Sanchez thanked Buna George from GYPA and her staff for the great job they have done for the city. He also thanked Matias Rosales for the work they have done and support given in the Industrial Parks and working together with the different cities.

Mr. Matias Rosales, Chairman of the GYPA thanked the City Council for the support and trust they had given him to chair this organization.

Ms. Buna George from GYPA thanked Mayor and Council for the continued support given to this organization.

There were no comments and/or questions from members of the Council.

Mayor Gerardo Sanchez directed Ms. Alonso to proceed with this item as agreed by all members of the City Council.

2. E. Discussion and possible directions to staff on any and all matters regarding the agreement with the Humane Society of Yuma for Fiscal Year 2020-2021. (Tadeo A. De La Hoya, City Manager, and Francia Alonso, Assistant to Council/PIO)

Ms. Francia Alonso, Assistant to Council/PIO, informed that Humane Society of Yuma requested \$55,000.00 for this fiscal year to continue services with the City of San Luis. She mentioned that the only change to the agreement is to include the spay and neuter of animals within the city limits.

Mayor Gerardo Sanchez thanked Annette Lagunas and her staff for the excellent service they have provided to the city.

There were no comments and/or questions from members of the Council.

Ms. Annette Lagunas, Executive Director of Humane Society of Yuma (HSOY), thanked Mayor and City Council for the continued partnership and for allowing HSOY to provide the services to the city.

Mayor Gerardo Sanchez directed Ms. Alonso to proceed with this item as agreed by all members of the City Council.

2. F. Discussion and possible directions to staff on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2020-2021. (Tadeo A. De La Hoya, City Manager, and Francia Alonso, Assistant to Council/PIO)

Ms. Francia Alonso, Assistant to Council/PIO, informed that the contribution to the Youth Build Program of Portable Practical Education Preparation, Inc., has not increased and will remain the same as last fiscal year in the amount of \$30,000.00. Mayor Gerardo Sanchez thanked Jesse Lopez, Youth Build Program Coordinator, for the great job they do in the community, especially with youth members. He directed Ms. Alonso to proceed with this item, as agreed by all members of Council.

Mayor Gerardo Sanchez directed Ms. Alonso to proceed with this item, as agreed by all members of the City Council.

2. G. Discussion and possible directions to staff on any and all matters regarding the dues to Yuma Metropolitan Planning Organization (YMPO) for Fiscal Year 2020-2021. (Tadeo A. De La Hoya, City Manager, and Francia Alonso, Assistant to Council/PIO)

Ms. Francia Alonso, Assistant to Council/PIO, informed that this fiscal year contribution to Yuma Planning Organization (YMPO) is of \$13,319.42.

Mayor Gerardo Sanchez thanked Paul Ward from YMPO and Maria Cecilia Cruz for the excellent job they have done in the organization and their leadership.

Vice Mayor Maria Cecilia Cruz stated that it had been an honor to serve on the YMPO board as it has been a learning experience.

Mayor Gerardo Sanchez directed Ms. Alonso to proceed with this item, as agreed by all members of the City Council.

2. H. Discussion and possible directions to staff on any and all matters regarding the contract with Amberly's Place, Inc. for Fiscal Year 2020-2021. (Tadeo A. De La Hoya, City Manager, and Francia Alonso, Assistant to Council/PIO)

Ms. Franica Alonso, Assistant to Council/PIO, informed that Amberly's Place is requesting \$42,000.00; this includes an increase of \$192.00; there are no changes to the agreement.

Mayor Gerardo Sanchez thanked Amberly's Place for the services they provide not only to San Luis but to Yuma County.

Mayor Gerardo Sanchez directed Ms. Alonso to proceed with this item as agreed by all members of the City Council.

2. I. Discussion and possible directions to staff on any and all matters regarding Resolution No. 2135. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving a contribution to the transit fund for the Yuma County Area Transit (YCAT) Public Transportation Services. (Tadeo A. De La Hoya, City Manager, and Francia Alonso, Assistant to Council/PIO)

Ms. Francia Alonso, Assistant to Council/PIO, informed that this year's contribution to Yuma County Area Transit (YCAP) Public Transportation Service is for \$70,573.00.

Mayor Gerardo Sanchez thanked Ralph Velez, City Consultant, for representing the city on this board. He thanked YCAP for the excellent services they provide to San Luis.

Mayor Gerardo Sanchez directed Ms. Alonso to proceed with this item, as agreed by all members of the City Council.

Council Member Africa Luna-Carrasco asked if the COVID-19 pandemic has affected the service.

Ms. Shelly Kreger, Executive Director for YCAP, replied that the pandemic has affected the service provided, as services had been reduced. She mentioned that since March 2020, ridership had decreased 75%, masks are required to receive service, social distancing is done on the buses. She added that YCAT is making sure that they provide the best reliable service to Yuma County.

Mayor Gerardo Sanchez thanked Shelly Kreger for the services they provide to the community.

Mayor Gerardo Sanchez directed Ms. Alonso to proceed with this item, as agreed by all members of the City Council.

3. ADJOURNMENT

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to adjourn the work session at approximately 7:34 p.m. Motion passed unanimously.

The vote was as follows:

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

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session for the City Council of the City of San Luis, Arizona, held on July 1, 2020. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
July 8, 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 Mario Buchanan Jr.
Council Member Africa Luna-Carrasco
Council Member Jose Ponce
Council Member Matias Rosales (arrived at approximately 7:09 pm)
Council Member Gloria Torres

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager (remotely)
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Axel Chayra, Information Technology Technician
Derek Dueñas, Manager of Information Technology
Eulogio Vera, Director of Public Works
Francia Alonso, Assistant to Council/PIO
Jenny Torres, Economic Development Manager
Jorge Mungaray, Information Technology Technician
Jose L. Cisneros, Executive Assistant
Jose Guzman, Director of Planning & Zoning
Marlene Lara, Government and Foreign Affairs Coordinator
Monica Castro, Director of Finance
Ralph Velez, City Consultant (remotely)
Richard Jessup, Chief of Police
Roula Encinas, Accountant II
Sondra Matthews, Director of Human Resources
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. CONSENT AGENDA

4. A. MINUTES OF

- Regular Council meeting held May 13, 2020
- Work Session held May 14, 2020
- Special Council meeting held May 14, 2020

4. B. DISBURSEMENTS FROM JUNE 13, 2020 TO JUNE 26, 2020

Total Disbursements \$1,309,302.82

(One Million, Three Hundred Nine Thousand, Three Hundred Two Dollars and Eighty-Two Cents)

4.C. Discussion and possible action on any and all matters regarding the agreement with Greater Yuma Economic Development Corporation for Fiscal Year 2020-2021. (Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)

4.D. Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for Fiscal Year 2020-2021. (Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)

4.E. Discussion and possible action on any and all matters regarding the contribution to the Greater Yuma Port Authority, Inc. for Fiscal Year 2020-2021. (Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)

4.F. Discussion and possible action on any and all matters regarding the agreement with the Humane Society of Yuma for Fiscal Year 2020-2021. (Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)

4.G. Discussion and possible action on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2020-2021. (Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)

4.H. Discussion and possible action on any and all matters regarding the dues to Yuma Metropolitan Planning Organization (YMPO) for Fiscal Year 2020-2021. (Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)

4.I. Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for Fiscal Year 2020-2021. (Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)

4.J. Discussion and possible action on any and all matters regarding Resolution No. 2135. A resolution of the Mayor and Council of the City of San Luis, Arizona approving a contribution to the transit fund for the Yuma County Area Transit (YCAT) Public Transportation Services. (Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)

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

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

5.A. Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2131. A resolution of the Mayor and City Council of the City of San Luis, Arizona, adopting the budget for Fiscal Year 2020 - 2021. (Monica Castro, Director of Finance)

A. Open public hearing

MOTION: Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. 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 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

1. Staff Presentation

Ms. Monica Castro, Director of Finance, explained that on June 10, the City Council approved that tentative budget for Fiscal Year 2020.

Arizona Revised Statutes requires the City of San Luis to publish the city's estimate for Fiscal Year 2020-2021 revenues and expenses, as well as the publication of the public hearing notice for this item once a week for two (2) consecutive weeks. She proceeded to summarize the schedule published.

2. Call to the public on this item

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

B. Close public hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco 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 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

C. Action on Resolution No. 2131

MOTION: Council Member Africa Luna-Carrasco/Council Member Jose Ponce to ratify, adopt and approve Resolution No.2131. 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

Mayor Gerardo Sanchez stated this will be posted online for the public's access.

Ms. Castro added she will add this information to the city's website tomorrow.

6. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez reported the city is seeing some progress on the rate response regarding the census and the importance of it.

On a separate note, he reported the current number of COVID-19 positive cases are 7,780 and 124 deaths, and that numbers continue to grow. He reminded everyone about the measures to take to prevent being infected.

Mr. Tadeo De La Hoya, City Manager, mentioned the response rate is currently at 33.4%, two weeks ago it was 31.2%.

Council Member Jose Ponce reported at the beginning of the pandemic the government did not take this situation seriously and re-opened activities too early. He asked if the City Council could be more aggressive on the city's regulations regarding the wearing of masks.

Mayor Gerardo Sanchez responded that as of today, citations will be issued to those not following protocol. The city has given a two (2) week notice of education on this mandate.

Mr. Richard Jessup, Chief of Police, reported one of the key components of this issue is business owners enforcing the mask mandate. The police department has utilized animal control and Transit Enforcement Officers in between their regular duties, as part of an effort to educate people on the importance of wearing a mask. Chief Jessup explained how mask wear education is the first step, followed by a warning if the individual does not comply, and resulting in citations if the person still refuses to comply. Walmart has been a terrific enforcer of mask wear by their customers, they have called to report when customers have refused to wear a mask. Unless a person has a medical condition or respiratory condition that prohibits them from wearing a mask, people are required to wear one. During police visits requested by Walmart, the San Luis Police Department has explained to individuals that Walmart as well as the city's ordinance, requires them to wear a mask inside the store. If they do not comply, aside from being cited for not wearing a mask, they also risk being cited for trespassing as per the Arizona Revised Statutes Title 13.

Council Member Africa Luna-Carrasco thanked Parks and Recreation for the Parks and Recreation Month and for all they do in organizing events like the 4th of July, despite the situation the world is facing with COVID-19.

Mayor Gerardo Sanchez remarked that this year's 4th of July celebration was different but good, he heard a lot of good comments about the band that presented. At the same time, he noted that there is an issue with the city's bandwidth.

Whenever there were more than 500 people connected at the same time, it got a little demanding for the internet connection. This shows the city needs to improve the bandwidth capacity, although it is already paying for a premium internet service. Mr. Tadeo De La Hoya, City Manager, introduced Ms Sondra Matthews, Director of Human Resources and Ms. Marlene Lara, Government and Foreign Affairs Coordinator. They both thanked the Mayor and City Council for the opportunity given to them to be part of the City of San Luis Family.

Mayor Gerardo Sanchez and Vice Mayor Maria Cecilia Cruz welcomed and thanked them for joining the team.

Council Member Jose Ponce welcomed Ms. Matthews and Ms. Lara. He also commended the Fire and Police Departments for their efforts to fight COVID-19. He hopes when this situation is over, the city can award them and recognized their hard work.

Mayor Gerardo Sanchez agreed with Council Member Jose Ponce.

7. ADJOURNMENT

MOTION: Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to adjourn the Regular Council meeting at approximately 7:37 p.m. Motion passed unanimously.

The vote was as follows:

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

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on July 8, 2020. I further certify that the meeting was duly 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: 08/26/2020

Summary

DISBURSEMENTS FROM AUGUST 1, 2020 THROUGH AUGUST 14, 2020

Total Disbursements \$900,229.57

(Nine Hundred Thousand, Two Hundred Twenty-Nine Dollars and Fifty-Seven Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING AUGUST 26, 2020 Disbursement Report from 8/1/2020 to 8/14/2020

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	8/4/2020	\$ 337,952.40	Schedule A
Payroll Check Account	8/6/2020	\$ 4,499.28	Schedule B
Accounts Payable Check Account	8/6/2020	\$ 389,069.73	Schedule C
Accounts Payable Check Account	8/13/2020	\$ 168,708.16	Schedule D

Total Disbursements: \$ 900,229.57

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:

[Signature]

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

2020 AUG 18 A 7:54

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK



Schedule A
Pay Day Register

Pay Date Range 07/18/20 - 07/31/20
Pay Batch 202016

TRANSWESTERN MEXICAN	96.76
U.S. MEX DENTAL - EE &	595.37
U.S. MEX DENTAL - EE &	123.18
UNITED WAY	14.00
US & MEX DENTAL= FAMILY	691.74
US & MEX HEALTH = C	5,124.24
..US & MEX HEALTH = FAMILY	6,749.94
US & MEX HEALTH = SP	996.38
VSP - VISION FAMILY	687.94
Net	<u>\$337,952.40</u> ✓

.00 ATTORNEY- ALL & CLERICAL-	68.44	31,112.00
.00 AUTO SERVICE/ REPAIR	253.79	9,096.02
.00 BUILDING- NOC OPER BY	1,047.97	28,949.48
.00 BUS COMPANY AND DRIVERS	152.66	2,765.60
.00 CLERICAL OFFICE/ LIBRARY/	255.44	106,439.97
.00 Electrician	59.11	1,882.40
.00 FIREFIGHTERS & DRIVERS	4,793.91	109,449.98
.00 GARBAGE/ ASH/ REFUSE	280.10	4,481.62
.00 MUNICIPAL/ TOWN/	89.73	5,127.20
PARKS- NOC ALL EMPLOYEES	530.85	17,124.02
POLICE OFFICERS	4,298.11	98,129.87
RECREATION- ALL EMPLOYEES/	254.64	18,587.27
SEWAGE DISPOSAL/ PLANT	629.59	18,302.49
Street or Road Construction	1,898.36	23,640.54
WATERWORKS OPERATIONS	<u>572.37</u>	16,494.90
Total		<u>\$15,244.90</u>

Direct Deposits	Amount
1st Bank Yuma	26,858.68
ACADEMY BANK	2,085.90
Bank of America	1,150.00
BBVA COMPASS	1,062.73
Charles Sch	200.00
Chase Bank	163,191.24
CHASE BANK CA	963.52
chase centro	1,034.90
Federal Credit Union	37,167.47
FF CREDIT UNION	1,875.43
FIREFIGHTER FIRST CREDIT UNION	4,433.58
GREEN DOT BANK	359.44
National Bank	2,089.64
Navy Federal	19,022.33
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	647.24
Sunbank	1,296.43
USAA FEDERAL SAVING	1,334.17
WASHINGTON FEDERAL	929.59
Wells Fargo	67,590.28
WELLS FARGO BANK PP	864.29
WELLS FARGO CA	<u>1,330.57</u>
Total	<u>\$335,607.43</u>

Prepared by:
Deborah Luna
DL
Date:

CCortez

Check \$2,344.97



Schedule B

Pay Day Register

Pay Date Range 08/01/20 - 08/31/20

Pay Batch 202008M

Pay Batch 202008M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,750.00	Dental Council	257.36 .00
806 - TELEPHONE STIPEND	.0000	200.00	Imputed Income		EODCRS - COUNCIL	108.00 1,800.00
Total	0.0000	\$7,750.00	FEDERAL TAX WITHHOLDING	115.13	EODCRS - DISABILITY	2.26 1,800.00
			SOCIAL SECURITY TAX	480.50	EODCRS/EORP LEGACY RATE	997.74 1,800.00
			MEDICARE	112.39	Health Council	6,358.99 .00
			STATE WITHHOLDING	154.06	Retirement Council EORP	3,532.23 5,750.00
			Council Retirement EORP	588.50	Vision Council	79.03 .00
			Dental Council	143.51	Total	\$11,335.61
			EODCRS - COUNCIL	144.00		
			EODCRS - DISABILITY	2.26	Workers' Comp	Gross Base
			GARNISHMENT	221.11	MUNICIPAL/ TOWN/	135.65 7,750.00
			Medical Council	1,155.61	Total	\$135.65
			MISCELLANEOUS	81.77		
			Vision Council	51.88	Direct Deposits	Amount
			Net	\$4,499.28 ✓	1st Bank Yuma	729.53
					Chase Bank	688.14
					Federal Credit Union	912.96
					REALTORS FED CRED UNION	22.54
					Sunbank	919.48
					WASHINGTON FEDERAL	797.17
					Wells Fargo	429.46
					Total	\$4,499.28
					Check	\$0.00

Prepared by:
Debora Luna

Date:

Schedule C

City of San Luis

Payment Register

From Payment Date: 8/3/2020 - To Payment Date: 8/6/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
					Total	105	\$389,069.73	\$0.00		
					All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	104	\$331,037.99	\$0.00		
					Reconciled	0	\$0.00	\$0.00		
					Voided	1	\$58,031.74	\$0.00		
					Stopped	0	\$0.00	\$0.00		
					Total	105	\$389,069.73	\$0.00		
Grand Totals:					Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	104	\$331,037.99	\$0.00		
					Reconciled	0	\$0.00	\$0.00		
					Voided	1	\$58,031.74	\$0.00		
					Stopped	0	\$0.00	\$0.00		
					Total	105	\$389,069.73	\$0.00		
					All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	104	\$331,037.99	\$0.00		
					Reconciled	0	\$0.00	\$0.00		
					Voided	1	\$58,031.74	\$0.00		
					Stopped	0	\$0.00	\$0.00		
					Total	105	\$389,069.73	\$0.00		

Prepared By:
Maggie Dominguez
Date: *Maggie D.*
8/6/2020

Payment Register

From Payment Date: 8/3/2020 - To Payment Date: 8/6/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
94949	08/05/2020	Open			Accounts Payable	ALSCO, INC	\$124.70		
94950	08/05/2020	Voided		08/05/2020	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE / TPT	\$58,031.74		
94951	08/05/2020	Open			Accounts Payable	AUTOZONE STORES, INC	\$9,007.00		
94952	08/05/2020	Open			Accounts Payable	BALSINO, PETER, M	\$6.85		
94953	08/05/2020	Open			Accounts Payable	CENTURYLINK	\$500.19		
94954	08/05/2020	Open			Accounts Payable	CENTURYLINK	\$287.13		
94955	08/05/2020	Open			Accounts Payable	CENTURYLINK	\$5,362.35		
94956	08/05/2020	Open			Accounts Payable	CHARGO PA, GURSTEL	\$26.95		
94957	08/05/2020	Open			Accounts Payable	FOP/ALC	\$405.00		
94958	08/05/2020	Open			Accounts Payable	GONZALEZ, MIGUEL	\$322.08		
94959	08/05/2020	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$100.00		
94960	08/05/2020	Open			Accounts Payable	SAM'S CLUB	\$247.75		
94961	08/05/2020	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$950.00		
94962	08/05/2020	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$375.00		
94963	08/05/2020	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$27,904.34		
94964	08/05/2020	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,604.73		
94965	08/05/2020	Open			Accounts Payable	THE HOME DEPOT	\$463.78		
94966	08/05/2020	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
94967	08/05/2020	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$92.50		
94968	08/05/2020	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,000.00		
94969	08/05/2020	Open			Accounts Payable	YUMA SUN INC	\$6,940.52		
94970	08/06/2020	Open			Accounts Payable	GUEVARA, ALAN	\$327.00		
94971	08/06/2020	Open			Accounts Payable	REYNOSO, NIGEL	\$327.00		
94972	08/06/2020	Open			Accounts Payable	ZARAGOZA, JOSE	\$327.00		
94973	08/06/2020	Open			Accounts Payable	24 KARAT JEWELERS	\$87.48		
94974	08/06/2020	Open			Accounts Payable	ALSCO, INC	\$581.35		
94975	08/06/2020	Open			Accounts Payable	AMETZA ARIZONA LLC	\$1,916.97		
94976	08/06/2020	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$150.00		
94977	08/06/2020	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$21,287.02		
94978	08/06/2020	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$162.60		
94979	08/06/2020	Open			Accounts Payable	ARIZONA BLUE STAKE, INC.	\$186.48		
94980	08/06/2020	Open			Accounts Payable	ARIZONA DEPARTMENT OF	\$1,000.00		
94981	08/06/2020	Open			Accounts Payable	ARIZONA MEXICO COMMISSION	\$1,500.00		
94982	08/06/2020	Open			Accounts Payable	ARIZONA PNEUMATIC SYSTEM	\$1,771.26		
94983	08/06/2020	Open			Accounts Payable	ARIZONA POLICE PSYCHOLOGY, PLLC	\$300.00		
94984	08/06/2020	Open			Accounts Payable	ARVIZU VILLAR, GLORIA	\$100.00		
94985	08/06/2020	Open			Accounts Payable	BARAHONA, JENNY	\$145.00		
94986	08/06/2020	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	\$568.62		
94987	08/06/2020	Open			Accounts Payable	BOTACH INC	\$1,150.00		

Payment Register

From Payment Date: 8/3/2020 - To Payment Date: 8/6/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
94988	08/06/2020	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$4,442.43		
94989	08/06/2020	Open			Accounts Payable	CANADA-ARIZONA BUSINESS COUNCIL	\$2,500.00		
94990	08/06/2020	Open			Accounts Payable	CEJA RUIZ, MARCO, A	\$40.00		
94991	08/06/2020	Open			Accounts Payable	CENTURYLINK	\$5,770.78		
94992	08/06/2020	Open			Accounts Payable	CORONADO, JAVIER	\$63.65		
94993	08/06/2020	Open			Accounts Payable	COVE PRODUCTS	\$1,788.00		
94994	08/06/2020	Open			Accounts Payable	DANA-KEPNER COMPANY INC.	\$30,522.43		
94995	08/06/2020	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$140.00		
94996	08/06/2020	Open			Accounts Payable	DESERT VETERINARY CLINIC PLC	\$47.39		
94997	08/06/2020	Open			Accounts Payable	DESERT WATER	\$18.26		
94998	08/06/2020	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY, INC.	\$40.21		
94999	08/06/2020	Open			Accounts Payable	DOCUNITED IMAGING, LLC	\$5,962.14		
95000	08/06/2020	Open			Accounts Payable	ESTRADA, LETICIA	\$200.00		
95001	08/06/2020	Open			Accounts Payable	FACTOR SALES, INC.	\$282.32		
95002	08/06/2020	Open			Accounts Payable	G&T ALARM CO LLC	\$138.00		
95003	08/06/2020	Open			Accounts Payable	GOVERNMENTJOBS.COM, INC	\$10,769.00		
95004	08/06/2020	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	\$12,813.50		
95005	08/06/2020	Open			Accounts Payable	GUZMAN, JOSE , A	\$100.00		
95006	08/06/2020	Open			Accounts Payable	HIGA, TRICIA, K	\$116.25		
95007	08/06/2020	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$3,936.75		
95008	08/06/2020	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$267.95		
95009	08/06/2020	Open			Accounts Payable	IMLA	\$1,225.00		
95010	08/06/2020	Open			Accounts Payable	INTERNATIONAL BUSINESS INNOVATION ASSOC	\$525.00		
95011	08/06/2020	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF	\$135.00		
95012	08/06/2020	Open			Accounts Payable	IRON MOUNTAIN INC	\$26.19		
95013	08/06/2020	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$2,538.13		
95014	08/06/2020	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$305.99		
95015	08/06/2020	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$40.00		
95016	08/06/2020	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$21,919.01		
95017	08/06/2020	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$383.00		
95018	08/06/2020	Open			Accounts Payable	NAVARRO, CAROLINE	\$100.00		
95019	08/06/2020	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	\$169.12		
95020	08/06/2020	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	\$4,939.80		
95021	08/06/2020	Open			Accounts Payable	ORTEGA, LUZ	\$80.00		
95022	08/06/2020	Open			Accounts Payable	PACIFIC MEDICAL WASTE	\$63.49		
95023	08/06/2020	Open			Accounts Payable	POLAR ICE LLC	\$504.29		
95024	08/06/2020	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	\$4,093.82		
95025	08/06/2020	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$112.60		
95026	08/06/2020	Open			Accounts Payable	PROFORCE LAW ENFORCEMENT	\$5,247.71		
95027	08/06/2020	Open			Accounts Payable	PURCELL TIRE CO.	\$1,711.02		
95028	08/06/2020	Open			Accounts Payable	PURCHASE POWER	\$354.45		
95029	08/06/2020	Open			Accounts Payable	QUINONES TIRE LLC	\$37.00		
95030	08/06/2020	Open			Accounts Payable	QUIÑONES TIRES LLC	\$59.00		
95031	08/06/2020	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$1,177.79		

Payment Register

From Payment Date: 8/3/2020 - To Payment Date: 8/6/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
95032	08/06/2020	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$101.80		
95033	08/06/2020	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$2,305.00		
95034	08/06/2020	Open			Accounts Payable	SAN LUIS INDUSTRIAL PARK, LLC	\$3,329.70		
95035	08/06/2020	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$3,644.36		
95036	08/06/2020	Open			Accounts Payable	STANDARD INSURANCE CO.	\$2,036.45		
95037	08/06/2020	Open			Accounts Payable	SUPERIOR TANK CO, INC	\$2,498.70		
95038	08/06/2020	Open			Accounts Payable	T.A. ROBINSON EQUIPMENT COMPANY	\$16,037.30		
95039	08/06/2020	Open			Accounts Payable	TELEFLEX MEDICAL INCORPORATED	\$340.53		
95040	08/06/2020	Open			Accounts Payable	THE WELLNESS COUNCIL OF AMERICA	\$390.00		
95041	08/06/2020	Open			Accounts Payable	THE WINDOOR SHOP	\$260.06		
95042	08/06/2020	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$1,028.55		
95043	08/06/2020	Open			Accounts Payable	TORRES, ALEJANDRA , S	\$1,244.16		
95044	08/06/2020	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$193.50		
95045	08/06/2020	Open			Accounts Payable	TRUCKMATES LLC	\$200.00		
95046	08/06/2020	Open			Accounts Payable	USA BLUE BOOK	\$2,157.60		
95047	08/06/2020	Open			Accounts Payable	VCA ANIMAL HOSPITALS, INC.	\$51.52		
95048	08/06/2020	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	\$1,950.54		
95049	08/06/2020	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$4,354.17		
95050	08/06/2020	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$97.05		
95051	08/06/2020	Open			Accounts Payable	YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRNSP AUTH	\$70,573.00		
95052	08/06/2020	Open			Accounts Payable	YUMA VISITORS BUREAU	\$2,587.50		
95053	08/06/2020	Open			Accounts Payable	YUMA WINNELSON CO.	\$327.38		
Type Check Totals:									
1BPAYABLE - 1st BY Accounts Payable Totals								\$389,069.73	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	104	\$331,037.99	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$58,031.74	\$0.00
	Stopped	0	\$0.00	\$0.00

Schedule D

City of San Luis

Payment Register

From Payment Date: 8/10/2020 - To Payment Date: 8/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
95098	08/13/2020	Open			Accounts Payable	PACIFIC MEDICAL WASTE	\$63.49		
95099	08/13/2020	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	\$3,889.82		
95100	08/13/2020	Open			Accounts Payable	PRINTING CENTER USA	\$424.37		
95101	08/13/2020	Open			Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY	\$1,800.00		
95102	08/13/2020	Open			Accounts Payable	QUINONES TIRES LLC	\$37.00		
95103	08/13/2020	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$320.00		
95104	08/13/2020	Open			Accounts Payable	RAY ALLEN MANUFACTURING, LLC.	\$354.98		
95105	08/13/2020	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$388.16		
95106	08/13/2020	Open			Accounts Payable	SAFETYFILE, INC.	\$3,399.00		
95107	08/13/2020	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$6,628.00		
95108	08/13/2020	Open			Accounts Payable	SANCHEZ, CESAR	\$400.00		
95109	08/13/2020	Open			Accounts Payable	SANCHEZ DUARTE, FERNANDO	\$195.10		
95110	08/13/2020	Open			Accounts Payable	SIMS MACKIN, LTD.	\$691.60		
95111	08/13/2020	Open			Accounts Payable	SMITH, RALPH E. SR.	\$560.00		
95112	08/13/2020	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$3,074.68		
95113	08/13/2020	Open			Accounts Payable	SPECTRUM BUSINESS	\$4,058.59		
95114	08/13/2020	Open			Accounts Payable	SYNOVIA SOLUTIONS, LLC	\$434.00		
95115	08/13/2020	Open			Accounts Payable	THE ROACH PEST CONTROL	\$140.00		
95116	08/13/2020	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$335.66		
95117	08/13/2020	Open			Accounts Payable	USA BLUE BOOK	\$2,454.85		
95118	08/13/2020	Open			Accounts Payable	VARGAS HERRERA, EMILIA	\$1,500.00		
95119	08/13/2020	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	\$2,293.69		
95120	08/13/2020	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$186.43		
95121	08/13/2020	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$600.00		
95122	08/13/2020	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$335.58		
95123	08/13/2020	Open			Accounts Payable	YUMA COUNTY TREASURER	\$110.62		
95124	08/13/2020	Open			Accounts Payable	YUMA COUNTY WATER USERS	\$22.00		
95125	08/13/2020	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	\$69.55		
95126	08/13/2020	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$1,875.64		
95127	08/13/2020	Open			Accounts Payable	YUMA OFFICE EQUIPMENT	\$1,626.93		
95128	08/13/2020	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$1,029.66		
95129	08/13/2020	Open			Accounts Payable	YUMA WINNELSON CO.	\$2,815.78		
Type Check Totals:									
76 Transactions							\$168,708.16		

Prepared By:
Maggie Dominguez
 Date: *Maggie*
C 8/13/2020

Payment Register

From Payment Date: 8/10/2020 - To Payment Date: 8/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
95054	08/12/2020	Open			Accounts Payable	ARIZONA DEPT OF ECONOMIC SECUR	\$6,070.13		
95055	08/12/2020	Open			Accounts Payable	UNITED STATES TREASURY	\$221.11		
95056	08/13/2020	Open			Accounts Payable	GAITAN, CESAR	\$91.00		
95057	08/13/2020	Open			Accounts Payable	RAMIREZ, MIGUEL	\$20.61		
95058	08/13/2020	Open			Accounts Payable	RODRIGUEZ, GUSTAVO	\$75.00		
95059	08/13/2020	Open			Accounts Payable	AFLAC	\$4,026.68		
95060	08/13/2020	Open			Accounts Payable	AGUILAR, JOSE	\$15.10		
95061	08/13/2020	Open			Accounts Payable	ALSCO, INC	\$2,991.76		
95062	08/13/2020	Open			Accounts Payable	ANALYTICAL & PRECISION BALANCE	\$581.00		
95063	08/13/2020	Open			Accounts Payable	APS/CLAIM #414-1352-AH	\$50.00		
95064	08/13/2020	Open			Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY	\$83.85		
95065	08/13/2020	Open			Accounts Payable	ARIZONA DEPARTMENT OF	\$250.00		
95066	08/13/2020	Open			Accounts Payable	ARIZONA GLOVE AND SAFETY	\$2,938.65		
95067	08/13/2020	Open			Accounts Payable	ARIZONA STATE TREASURER	\$31,091.99		
95068	08/13/2020	Open			Accounts Payable	ARVIZU VILLAR, GLORIA	\$50.00		
95069	08/13/2020	Open			Accounts Payable	BILL ALEXANDER FORD	\$523.40		
95070	08/13/2020	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$4,415.47		
95071	08/13/2020	Open			Accounts Payable	BTE BODY COMPANY INC	\$3,613.99		
95072	08/13/2020	Open			Accounts Payable	CODE PUBLISHING COMPANY	\$9,139.00		
95073	08/13/2020	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$1,935.43		
95074	08/13/2020	Open			Accounts Payable	DESERT WATER	\$45.37		
95075	08/13/2020	Open			Accounts Payable	ENTERPRISE FM TRUST	\$763.76		
95076	08/13/2020	Open			Accounts Payable	FERGUSON WATERWORKS	\$3,602.29		
95077	08/13/2020	Open			Accounts Payable	FISHER CHRYSLER	\$929.70		
95078	08/13/2020	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$755.00		
95079	08/13/2020	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$2,943.16		
95080	08/13/2020	Open			Accounts Payable	GILA ELECTRONIC	\$975.71		
95081	08/13/2020	Open			Accounts Payable	GUZMAN, JOSE , A	\$100.00		
95082	08/13/2020	Open			Accounts Payable	HIGHERGROUND, INC.	\$2,787.23		
95083	08/13/2020	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF	\$135.00		
95084	08/13/2020	Open			Accounts Payable	IPS GROUP INC	\$527.40		
95085	08/13/2020	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	\$7,999.00		
95086	08/13/2020	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$1,817.87		
95087	08/13/2020	Open			Accounts Payable	LEAGUE OF AZ CITIES & TOWNS	\$19,027.00		
95088	08/13/2020	Open			Accounts Payable	LG ON SITE LLC	\$215.05		
95089	08/13/2020	Open			Accounts Payable	LOOMIS	\$924.77		
95090	08/13/2020	Open			Accounts Payable	LUZANILLA, TOMAS	\$1,750.00		
95091	08/13/2020	Open			Accounts Payable	MARKETING DESIGN AND PRINTING	\$5,902.98		
95092	08/13/2020	Open			Accounts Payable	MECHO'S MOBIL WELDING	\$1,800.00		
95093	08/13/2020	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	\$4,238.67		
95094	08/13/2020	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$53.00		
95095	08/13/2020	Open			Accounts Payable	NET TRANSCRIPTS INC.	\$640.85		
95096	08/13/2020	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$400.00		
95097	08/13/2020	Open			Accounts Payable	ORTEGA, LUZ	\$75.00		

Payment Register

From Payment Date: 8/10/2020 - To Payment Date: 8/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable Totals									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	76	\$168,708.16	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	76	\$168,708.16	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	76	\$168,708.16	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	76	\$168,708.16	\$0.00	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	76	\$168,708.16	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	76	\$168,708.16	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	76	\$168,708.16	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	76	\$168,708.16	\$0.00	



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 08/26/2020

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

Submitted By: Ivan Gutierrez, Economic Development Assistant, Administration, Economic Development

Action Requested: Motion

ITEM:

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

SUMMARY:

The City of San Luis intends to apply for a \$500,000.00 Community Development Block Grant (CDBG) from the State Special Project (SSP) Account from the Arizona Department of Housing (ADOH) for improvements at Mesa Street. This is a competitive round of funding in which applicants must submit engineering design and construction plans as part of the grant application. We are requesting to award an engineering service contract in the amount of **\$38,890.00** to James Davey and Associates, Inc., for the design of this project.

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

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH JAMES DAVEY AND ASSOCIATES, INC., IN THE AMOUNT OF \$38,890.00 FOR ENGINEERING SERVICES AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$38,890.00
BUDGETED AMOUNT:	\$35,000.00
AVAILABLE AMOUNT TO TRANSFER:	\$3,890.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-999-90015 Capital Outlays \$1,060,500; Highway Users, Account 200-210-90015 \$0

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

Project cost will be split as follows:

\$35,000.00 will be paid by Economic Development from funds budgeted in account 100-999-90015.
\$3,890.00 will be paid by HURF, an internal transfer from account 200-210-80001 to account 200-210-90015 to cover this expenditure will be made. There are funds available for transfer.

Attachments

James Davey Engineering Contract
Exhibit 1 Cover Sheet
James Davey Engineering Proposal
Mesa Street Conceptual Layout

PROFESSIONAL SERVICES AGREEMENT

Professional Services Agreement (this "Agreement") is effective the 26th day of August 2020, between the City of San Luis, Arizona, a municipal corporation organized under the laws of the State of Arizona, has its administrative offices at 1090 East Union Street, P.O. Box 1170, San Luis, Arizona 85349 ("CITY"), and James Davey and Associates, with an office located at 1025 W. 24th Street, Suite 2, Yuma, Arizona 85364 ("CONSULTANT"). CONSULTANT and CITY may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

A. CITY has determined that it is in the public interest to proceed with the work described below in Section One (the "Project").

B. CITY has determined that the Project involves the performance of professional and technical services of a temporary nature.

C. CITY desires to engage CONSULTANT, and CONSULTANT agrees to render certain technical advice and professional services to CITY, as necessary.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

SECTION ONE. DESCRIPTION OF PROJECT

The Project is described in the attached Exhibit 1, August 17, 2020, proposal Mesa Street Reconstruction Project by President James Davey of James Davey and Associates, Inc.

SECTION TWO. PROPOSAL SUBMITTAL

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

**SECTION THREE.
SCOPE OF WORK**

CONSULTANT's scope of work is described in the proposal attached to and incorporated in this Agreement by this reference.

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

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

**SECTION FIVE.
AUTHORITY OF THE ECONOMIC DEVELOPMENT MANAGER**

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

**SECTION SIX.
RESPONSIBILITY OF CONSULTANT**

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

**SECTION SEVEN.
INDEPENDENT CONTRACTOR**

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

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

**SECTION EIGHT.
MATERIALS AND EQUIPMENT**

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

**SECTION NINE.
DIGITAL FILES**

CONSULTANT shall furnish copies of all deliverables in digital format. Files shall be compatible with the current versions used by CITY.

**SECTION TEN.
EMPLOYMENT OF PERSONNEL**

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

**SECTION ELEVEN.
TIME OF PERFORMANCE**

Subject to the provisions of this Agreement, CONSULTANT agrees to perform the Project in accordance with the proposal. The services of CONSULTANT are to be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. CONSULTANT's performance of the Project starts August 26, 2020, and shall be completed on or before February 26, 2021.

**SECTION TWELVE.
COMPENSATION**

Subject to the provisions of this Agreement, CONSULTANT agrees to perform the work and services specified and outlined in the proposal for an amount not to exceed \$38,890.00 at \$150.00 per hour for 33 hours for principal engineer, \$125.00 per hour for 103 hours for his project engineering, \$90.00 per hour for his engineering technician, and \$160 per hour for his survey crew unless specifically authorized by a written contract amendment prior to the commencement of any additional work. CONSULTANT shall prepare invoices in accordance with this Agreement and shall submit to CITY once a month covering the amount and value of the Project satisfactorily performed by CONSULTANT up to the date of such invoice. CITY shall reimburse CONSULTANT for work satisfactorily performed on a time and materials basis.

If the CITY wants the CONSULTANT to travel outside of Yuma County, then it shall be handled as an additional service which shall require a written amendment to this Agreement and shall be subject to all the provisions of this Agreement.

**SECTION THIRTEEN.
ASSIGNMENT**

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

**SECTION FOURTEEN.
INDEMNIFICATION**

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

**SECTION FIFTEEN.
INSURANCE**

A. Insurance Requirements.

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

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

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

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

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

personal motor vehicle liability coverage for each such person.

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

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

B. Certificates of Insurance and Endorsements.

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

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

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

A. Conflict of Interest

CONSULTANT declares that he presently has no interest and shall not acquire any interest,

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

B. Employment Eligibility

CONSULTANT hereby warrants that it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. CITY retains the legal right to inspect the papers of CONSULTANT to ensure that CONSULTANT complies with this warranty.

C. San Luis Business License

CONSULTANT shall obtain and maintain a San Luis Business License.

**SECTION SEVENTEEN.
INSPECTION OF WORK**

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

**SECTION EIGHTEEN.
NO WAIVER**

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

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

Should either Party to this Agreement commence legal action against the other (including a formal judicial proceeding, mediation or arbitration), the case shall be handled in Yuma, County, Arizona or the United States District Court for the District of Arizona at the election of the plaintiff in such legal action. The Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action. The Party prevailing in such action shall be entitled to reasonable attorneys' fees, which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fees shall be included in the judgment, together with all costs.

**SECTION TWENTY.
NOTICES**

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

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

and addressed to the respective Parties as follows:

If for the CITY -

City Manager
City of San Luis
P.O. Box 1170 (by United States Postal Service)
San Luis, Arizona 85349

1090 East Union Street (by personal process or courier)
San Luis, Arizona 85336

Copy to

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

If to the CONSULTANT- James Davey and Associates, Inc.
1025 W. 24th Street, Suite 2
Yuma, Arizona 85364

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

**SECTION TWENTY-ONE.
TERMINATION**

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

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

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

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

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

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

**SECTION TWENTY-FOUR.
MISCELLANEOUS PROVISIONS**

A. Headings

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

B. Authority

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

C. No Third-Party Beneficiaries

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

D. No Agency Created

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

E. No Personal Liability

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

F. Survival

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

G. Time is of the Essence

Time is of the essence in this Agreement, and CONSULTANT agrees to use the utmost diligence and dispatch to speedily to have all the work specified in this Agreement entirely completed on or before June 30, 2020. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of the CONSULTANT of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

H. Further Acts

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

I. Force Majeure

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

J. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts, and such signature pages all attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

SECTION TWENTY-FIVE. ENTIRE AGREEMENT

This Agreement, including its Exhibit, represents the entire understanding of CITY and

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

The Parties have executed this Agreement in Arizona the 26th day of August, 2020, which is the day the last Party approved this Agreement.

City of San Luis, Arizona

Tadeo A. De La Hoya, City Manager

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

James Davey and Associates, Inc.

James Davey, President

Exhibit 1



*City of San Luis
Mesa Street Reconstruction Project
C Street to F Street*

Including Design of Mesa Street Alley and of Mesa Street to the West of Block 27

Prepared by: James Davey and Associates, Inc.

Revised 8/17/2020

Item	Description	Principal Engineer	Project Engineer	Engineering Technician	Survey Crew	Direct Costs	Comments
<u>DESIGN PHASE SERVICES</u>							
1	Project Management & Meetings	6	4				
2	Topographic Survey		2		14		
3	Prepare Survey Base Sheets	5 Sheets	9 Hrs/Sheet	1	10	35	
4	Geotechnical Report		1			\$4,300	To be subcontracted to NEI Geotechnical. Includes primarily pavement design, trench backfill recommendations and retaining wall design parameters..
5	Utility Coordination/Conflict Resolution, Submittals to Utilities	1	8				Potholing Costs Not Included - Assumed by City of San Luis Utility Crews if needed.
6	Prepare Design Plans						
	Cover Sheet	1 Sheet	5 Hrs/Sheet	1	4		
	Roadway Plan and Profiles - 20 Scale	5 Sheets	18 Hrs/Sheet	6	20	65	1:20 Scale
	General Sheets/Standard Details	2 Sheets	9 Hrs/Sheet	1	4	13	
	Special Details	2 Sheets	16 Hrs/Sheet	2	6	24	
	Retaining Wall Design	1 Sheets	30 Hrs/Sheet	12		18	Includes Retaining Wall Calculations
7	Right-of-Way Exhibits - Mesa Street Alley	1	15				Mesa Street Alley - Approx. 6 may be needed - prepare as necessary
8	Right-of-Way Exhibits - Mesa Street (West)	1	8				Upton Property and BLM Property
9	Prepare Special Conditions	1	12				
10	Prepare Quantities and Bid Schedule	1	12				
Total Hours		33	103	159	14	4,300	
Hourly Rates		\$150	\$125	\$90	\$160	x 1.05	
Total Costs		\$4,950	\$12,875	\$14,310	\$2,240	\$4,515	
TOTAL FEE ESTIMATE							\$38,890

MESA STREET IMPROVEMENT PROJECT Project Limits





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 08/26/2020

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to increase the financial budget for Fiscal Year 2020-2021 necessary to spend remaining funds from the North American Development Bank Technical Assistance Grant awarded and accepted in Fiscal Year 2019-2020. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

The City of San Luis received a technical assistance grant in the amount of \$161,050.00 from the North American Development Bank (NADBANK) for a natural gas feasibility study. The contract was awarded to Berkeley Group, LLC in the amount of \$178,894.00 on December 11, 2019. The City of San Luis provided a 10% match of \$17,894.00. The contract ended on May 28, 2020. Due to COVID-19, the consultants did not receive the stakeholders' information required to complete the feasibility study. The City of San Luis extended the professional service agreement completion date to August 31, 2020.

The city paid its 10% match in the Fiscal Year 2020 budget. The remaining \$97,544.00 of grant funds were not included in the Fiscal Year 2021 budget. Staff is requesting that the Council authorize an increase in the financial budget in department account 255-135-44000 and increase the expenditures in account 255-135-80000 to spend the funds of \$97,544.00.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE INCREASE IN BUDGET TO \$97,544.00, AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	YES
TOTAL:	\$97,544.00
BUDGETED AMOUNT:	NO
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	255-135-80000
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	

Total project will cost \$178,894.00 North American Bank will provide \$161,050.00 and the city \$17,894.00. The city paid its 10% match in fiscal year 2019-2020 and the remaining grant funds pending to spend from this grant are \$97,544.00. The request is to increase the budget for fiscal year 2020-2021 revenue account 255-135-440000 and increase expenditure account 255-135-80000 by \$97,544.00

Attachments

Berkley Contract

Berkeley Extended Contract

PROFESSIONAL SERVICES AGREEMENT

Professional Services Agreement (this "Agreement") made the 11 day of December, 2019, between the City of San Luis, Arizona, a municipal corporation of the State of Arizona ("CITY"), and Berkeley Research Group, LLC, a Delaware limited liability company, authorized to do business in the State of Arizona ("CONSULTANT"). CONSULTANT and CITY may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

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

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

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

SECTION ONE. DESCRIPTION OF PROJECT

The Project is described in the attached Exhibit 1 and Exhibit 2, May 16, 2019, proposal for The City of San Luis Feasibility Study for Natural Gas by Galway Group, LLC. Berkeley Group, LLC.

Hereby assumes all obligations of Galway Group, LLC. as submitted and accepted of the Galway Group proposal.

**SECTION TWO.
PROPOSAL SUBMITTAL**

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

**SECTION THREE.
SCOPE OF WORK**

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

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

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

**SECTION FIVE.
AUTHORITY OF THE ECONOMIC DEVELOPMENT MANAGER**

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

change orders on behalf of the CITY.

**SECTION SIX.
RESPONSIBILITY OF CONSULTANT**

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

**SECTION SEVEN.
INDEPENDENT CONTRACTOR**

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

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

**SECTION EIGHT.
MATERIALS AND EQUIPMENT**

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

**SECTION NINE.
DIGITAL FILES**

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

**SECTION TEN.
EMPLOYMENT OF PERSONNEL**

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

**SECTION ELEVEN.
TIME OF PERFORMANCE**

Subject to the provisions of this Agreement, CONSULTANT agrees to perform the Project in accordance with the proposal. The services of CONSULTANT are to be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. CONSULTANT's performance of the Project starts December 11, 2019, and shall be completed on or before May 28, 2020.

**SECTION TWELVE.
COMPENSATION**

Subject to the provisions of this Agreement, CONSULTANT agrees to perform the work and services specified and outlined in the proposal for \$178,944.00. CONSULTANT shall prepare invoices in accordance with this Agreement and shall submit to CITY once a month covering the amount and value of the Project satisfactorily performed by CONSULTANT up to the date of such invoice. CITY shall reimburse CONSULTANT for work satisfactorily performed on a time and materials basis. The satisfactory performance will be determined as described in Section Five. The consultant's billing statements shall be paid within sixty (60) days of the statement date. The CITY agrees that it will review the CONSULTANT's statement upon receipt and will advise the CONSULTANT of any objection to or dispute with the statement and the work reflected in the statement within sixty (60) days of the statement date. In the event the CITY disputes part of the CONSULTANT's bill, the undisputed part shall be paid within thirty (30) days of the statement date. Without liability, the CONSULTANT reserves the right to withhold delivery of services, testimony, reports or data (written or oral), or suspend work, if the account on this agreement is not current. A late payment charge of one percent (1%) per month (or the maximum rate permitted by law, whichever is less) may be added to any outstanding invoices that are past due.

**SECTION THIRTEEN.
ASSIGNMENT**

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

**SECTION FOURTEEN.
INDEMNIFICATION**

To the fullest extent permitted by law, CONSULTANT agrees to indemnify, protect, defend and hold harmless CITY, its Mayor, Council Members, any and all of its officers, directors, officials, employees, agents, insurers, and indemnitors ("Indemnified Parties") for, from and against any and all suits, claims, losses, liabilities, damages, costs, expenses and debt, including reasonable attorneys' fees and costs incurred by the CITY which arise out of, attributable to or

caused in whole or in part by acts or omissions of CONSULTANT (or its officers, directors, shareholders, agents or employees) including but not limited to injuries to CONSULTANT's employees who may or may not be covered by workers' compensation insurance; except, to the extent such suits, claims, losses, liabilities, damages, costs, expenses and debt result from acts or omission of the CITY and all Indemnified Parties. Notwithstanding the foregoing, but without limiting insurance coverage provided by Section 15 of this Agreement, CONSULTANT, and its partners, agents and employees, shall not be liable to CITY, whether jointly severally or individually, in excess of the compensation paid to the CONSULTANT under any Agreement as a result of any act or omission not amounting to willful or intentional wrong. CITY hereby agrees that to the fullest extent permitted by law, but without limiting insurance coverage provided by Section 15 of this Agreement, CONSULTANT shall not be liable to CITY for any special indirect or consequential damages whatsoever, whether caused by CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

SECTION FIFTEEN. INSURANCE

A. Insurance Requirements.

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

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

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

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

Comprehensive Automobile Liability
(including, owned, non-owned and hired autos)

\$1,000,000 Combined Single Limit, per Occurrence

If CONSULTANT owns no vehicles, then this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT'S employees use personal motor vehicles in any way on this Project, then CONSULTANT shall obtain evidence of personal motor vehicle liability coverage for each such person.

Workers Compensation and Employer's Liability

Statutory \$1,000,000

Professional Liability

\$1,000,000 per claim and \$2,000,000 annual aggregate

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

B. Certificates of Insurance and Endorsements.

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

SECTION SIXTEEN. COMPLIANCE WITH LAWS AND REGULATIONS

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

A. Conflict of Interest

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

B. Employment Eligibility

CONSULTANT hereby warrants that it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this

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

C. Boycott

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

D. San Luis Business License

CONSULTANT shall obtain a San Luis Business License.

**SECTION SEVENTEEN.
INSPECTION OF WORK**

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

**SECTION EIGHTEEN.
NO WAIVER**

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

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

Should either Party to this Agreement commence legal action against the other (including a formal judicial proceeding, mediation or arbitration), the case shall be handled in Yuma County, Arizona in either the Superior Court or the United States District Court for the District of Arizona at the election of the plaintiff in such legal action. The Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action. The Party prevailing in such action shall be entitled to reasonable attorneys' fees, which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fees shall be included in the judgment, together with all costs.

**SECTION TWENTY.
NOTICES**

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

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

and addressed to the respective Parties as follows:

If for the CITY -

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

Copy to

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

If to the CONSULTANT-

Berkeley Research Group, LLC
700 Louisiana Street, Suite 2600
Houston, Texas 77002
Attn: Hal Miller

Copy to

Berkeley Research Group, LLC
70 W. Madison, Suite 5000
Chicago, IL 60602-4204
Attn: Legal Department

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

SECTION TWENTY-ONE. TERMINATION

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

SECTION TWENTY-TWO. OWNERSHIP OF DOCUMENTS

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

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

SECTION TWENTY-THREE. GOVERNING LAW AND SEVERABILITY

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

SECTION TWENTY-FOUR. MISCELLANEOUS PROVISIONS

A. Headings

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

B. Authority

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

C. No Third-Party Beneficiaries

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

D. No Agency Created

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

E. No Personal Liability

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

F. Survival

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

G. Time is of the Essence

Time is of the essence in this Agreement, and CONSULTANT agrees to use the utmost diligence and dispatch to speedily to have all the work specified in this Agreement entirely completed on or before May 28, 2020. Unless otherwise specifically provided in this

Agreement, any consent to delay in the performance of the CONSULTANT of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

H. Further Acts

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

I. Force Majeure

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

J. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts, and such signature pages all attached to a single instrument so that the signature of all Parties may be physically attached to a single document.


SECTION TWENTY-FIVE. ENTIRE AGREEMENT

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


[Intentionally left blank, signatures continue on next page]

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

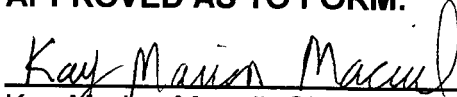
City of San Luis, Arizona


Gerardo Sanchez, Mayor

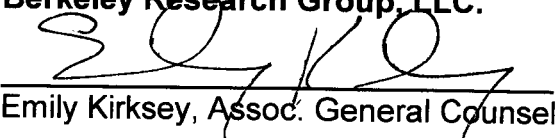
ATTEST:


Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil, City Attorney

Berkeley Research Group, LLC.


Emily Kirksey, Assoc. General Counsel

**AMENDMENT
EXTENDING COMPLETION TIME TO AUGUST 31, 2020
TO
PROFESSIONAL SERVICE AGREEMENT**

Amendment (“Amendment”) to the Professional Service Agreement (“Agreement”) made December 11th, 2019, between the City of San Luis, Arizona, a municipal corporation organized under the laws of the State of Arizona, has its administrative offices at 1090 East Union Street, P.O. Box 1170, San Luis, Arizona 85349 (“CITY”), and Berkeley Research Group, LLC. A Delaware Limited Liability Company, authorized to do business in the State of Arizona (“CONSULTANT”). CONSULTANT and CITY may be referred to singularly as the “Party” and collectively as the “Parties”.

RECITALS

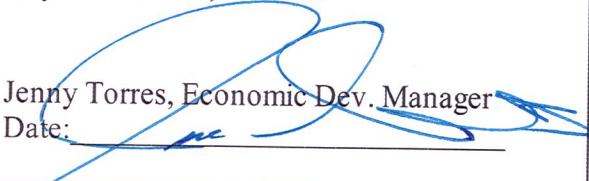
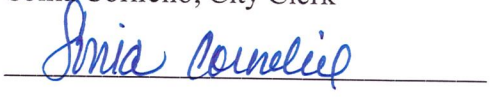
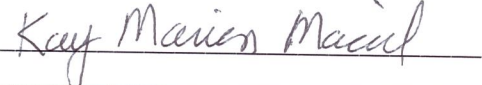

- A. CITY has determined that it is in the public interest to proceed with the work described below (the “Project”).
- B. The project is described in Exhibit 1 and 2, of the Agreement, the May 16, 2019, proposal for professional services for the feasibility study for natural gas in San Luis, Arizona.

AMENDMENT

- 1. Section eleven, Time of Performance. The CONSULTANT’s performance of the project shall be extended and completed on or before August 31, 2020.
- 2. All other terms in the original contract remain the same.
- 3. The Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. Scanned and emailed or faxed counterparts shall be deemed an original.

[Intentionally left blank, signatures continue on next page]

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

	City of San Luis, Arizona Jenny Torres, Economic Dev. Manager Date: 
ATTEST: Sonia Cornelio, City Clerk 	APPROVED AS TO FORM: Kay Marion Macuil, City Attorney 
	Berkley Research Group, LLC.  Emily Kirksey, Assoc. General Counsel Date: June 2, 2020



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. C.

Meeting Date: 08/26/2020

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 of San Luis entering into the Arizona Mutual Aid Compact with the State of Arizona, the Arizona Department of Emergency and Military Affairs, and all political jurisdictions within the State of Arizona including the Cocopah Indian Tribe and Fort Yuma Quechan Indian Tribe which are parties to the Compact. **(Richard Jessup, Chief of Police)**

SUMMARY:

As a requirement for standards associated with the Arizona Law Enforcement Accreditation Program, and in order to be accredited by the Commission, San Luis must have a mutual aid agreement with the local Indian Tribes, the Cocopah Indian Tribe and the Fort Yuma Quechan Indian Tribe. Fortunately, the State of Arizona has already created a mutual aid agreement, in the attached compact. So, San Luis can become a signatory to the compact and have a mutual aid agreement with both tribes without creating separate agreements from scratch. In addition to helping with the law enforcement accreditation, the tribes and San Luis can officially be of mutual aid to each other in times of emergency. The Compact also respects as authority the San Luis Emergency Plan that City Council recently adopted.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE ARIZONA MUTUAL AID COMPACT AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

Mutual Aid Agreement costs and benefits are indeterminate and dependent on unknown future events

Attachments

Mutual Aid Agreement

ARIZONA MUTUAL AID COMPACT

This Compact is made and entered into by and among the signatory political jurisdictions within the State of Arizona and the Arizona Department of Emergency and Military Affairs.

Recitals

WHEREAS, one or more parties to this Compact may find it necessary to utilize all of their own resources to cope with emergencies and may require the assistance of another party or other parties; and,

WHEREAS, it is desirable that all resources of political subdivisions, municipal corporations, tribes and other public agencies be made available to respond to such emergencies; and,

WHEREAS, it is desirable that each of the parties hereto should assist one another when such emergency occurs by providing such resources as are available and needed including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response and,

WHEREAS, it is desirable that a compact be executed for the interchange of such mutual aid; and,

WHEREAS, it is desirable to utilize this agreement in exercising adopted emergency plans; and,

WHEREAS, it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the signatories hereto as follows:

COMPACT

1. Purpose.

The purpose of this Compact is to define for the participating parties the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements. Contracting authority for political subdivisions of Arizona for this Compact is based upon A.R.S. § 26-308 which provides that each county and incorporated city and town of the state may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes. Tribal contracting authority will be in accordance with each Tribe's laws. Special District authority will be in accordance with their respective laws. Public education district authority is based on A.R.S. § 15-342(13) and A.R.S. § 11-952. This Agreement shall be construed in accordance the laws of the State of Arizona.

2. Scope.

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) to identify available resources; and, (3) to provide a mechanism for compensation for resources.

3. Definitions.

- **Automatic Mutual Aid** means the automatic dispatch and response of requested resources without incident specific approvals. These agreements are usually basic contracts; some may be informal accords.
- **Backfill** means replacement of the Requesting Party's personnel who perform the regular duties of other personnel while they are performing eligible emergency work.
- **Compact** means this document, the Arizona Mutual Aid Compact (AZMAC).
- **Director** is the Director of the Department of Emergency and Military Affairs (DEMA).
- **Emergency or Emergencies** means any disaster, emergency, or contingency situation which requires a collaborative effort among multiple Jurisdictions.
- **Exercise** is the exercising of adopted emergency plans utilizing the Homeland Security Exercise and Evaluation Program (HSEEP)
- **Jurisdiction** means an entity, including Political Subdivisions and tribal governments, which (1) has the authority to act, within a defined geographical area especially in times of emergency and (2) is a party to this Compact.

- **Local Mutual Aid** are agreements between neighboring jurisdictions or organizations that involve a formal request for assistance and generally cover a larger geographic area than automatic mutual aid.
- **Political Subdivision** means any county, incorporated city or town, fire district, or public education district, irrigation, power, electrical, agricultural improvement, drainage, and flood control districts, and other tax levying public improvement districts.
- **Providing Party** means the Jurisdiction providing aid in the event of an emergency.
- **Requesting Party** means the Jurisdiction requesting aid in the event of an Emergency.
- **Self-deployed** means to respond to an emergency without being requested by the Requesting Party.

4. **Guiding Policy.**

- Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.
- Arizona Administrative Code (A.A.C.), Title 8, Emergency and Military Affairs.
- National Incident Management System (NIMS), 2008

5. **Procedures for Requesting Assistance.**

A Requesting Party which needs assistance in excess of its own resources and existing automatic mutual aid or local mutual aid due to an emergency is authorized to request assistance from any party to this Compact. However, when making such requests, consideration shall be given to, and requests made, based on, but not limited to, the geographical proximity of other jurisdictions with that of the jurisdiction requesting assistance. All requests for assistance from the State must be coordinated through the Requesting Party's county emergency operations center, or tribal emergency operations center (whichever is applicable).

Requests should specify what the emergency is, what resources are needed and the estimated period of time during which such mutual aid shall be required, if known. Please use the Resource Request form provided in Appendix A.

6. **Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.**

Subject to the terms of this Compact, the Providing Party shall make reasonable efforts to assist the Requesting Party. In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into

consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

7. Implementation Plan.

Each party should develop an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact.

8. Contact List.

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director for distribution to all other parties to this Compact.

9. Reimbursement Procedures between Parties.

If the Providing Party desires reimbursement for the assistance they are providing, the Requesting Party shall reimburse the Providing Party for all costs incurred in the mutual assistance, whether an incident has been declared an emergency or not. The Providing Party must declare its intent to seek reimbursement as part of their response to the Requesting Party's request for assistance (see Appendix A: Resource Request forms). The Providing Party and the Requesting party shall agree upon allowable costs for mutual assistance prior to the dispatch of any mutual assistance resources. Unless otherwise negotiated by the parties involved, the parties may reference the state allowable costs as defined in A.A.C. Title 8 (as may be amended from time to time). If the assistance is authorized and accepted, the Requesting Party shall reimburse the Providing Party all allowable costs of labor, equipment, and materials that have actually been expended during the execution of the mission assignment, after receipt of an itemized voucher and documentation is received.

If there has been a declaration of emergency from the Governor and/or President, the Requesting Party may be eligible for reimbursement for these mutual aid costs under the state or federal declaration of emergency. See item 10.

10. Reimbursement Procedures from the State.

If the Governor and/or President have declared an emergency, the Requesting Party can prepare an itemized voucher and documentation of all paid allowable costs including all the cost of the mutual aid resources reimbursed to any Providing Parties under this Compact, for submittal to the State for consideration for reimbursement in accordance with A.A.C. Title 8 (as may be amended from time to time). As per A.A.C. Title 8, R8-2-301, sub-parts 1, 12 & 15, only state agencies and political subdivisions are eligible to receive reimbursement under a Governor's Declaration. Any Tribal Nations as the Requesting Party would need to seek reimbursement under a Presidential Declaration. Any Tribal Nations as the Providing Party

would seek reimbursement from the Requesting Party as outlined in Item 9.

The state is not liable for any claim arising from an emergency for which the applicant receives funds from another source (A.A.C. Title 8, R8-2-312).

Self-deployed resources will not be reimbursed.

11. Personnel Compensation and Insurance.

The Requesting Party and the Providing Party shall be responsible for all compensation and insurance coverage of their respective employees and equipment.

12. Immunity.

The parties shall have such immunity as provided by applicable state, federal or tribal law.

13. Indemnification.

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This compact is between Governmental entities. Should a signatory to this agreement use a contractor for any purpose, said contractor would be required to abide by ADOA Risk Management insurance requirements which are attached as Appendix C.

14. Term.

This Compact shall be effective on the date it is recorded with the Secretary of State. Except as otherwise provided in this Compact, this Compact shall terminate ten years after the effective date. This Compact, upon mutual consent of the parties may be extended for a period of time not to exceed 10 years. Any modification or time extension of this Compact shall be by formal written amendment and executed by the parties hereto.

15. ADA.

Each party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.

16. Non-Discrimination.

To the extent of the law the Parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

17. Compliance with Laws.

Each party shall comply with all federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in the governing laws, rules and regulations during the terms of this Compact shall apply but do not require an amendment.

18. Worker's Compensation.

Each Party herein shall comply with the provisions of A.R.S §23-1022(E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this agreement.

19. Insurance.

Each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

20. Non-appropriation.

Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are

available. No liability shall accrue to the Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

21. No Third Party Beneficiaries.

Nothing in the provisions of this Compact is intended to create duties or obligations to or rights in third parties not parties to this Compact or affect the legal liability of any party to the Compact by imposing any standard of care different from the standard of care imposed by law.

22. Entire Compact.

This document constitutes the entire Compact between the parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Arizona Secretary of State or Tribal government as appropriate.

23. Jurisdiction.

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any party. Nothing in this Compact is intended to confer any rights or remedies to any person or entity that is not a party.

24. Conflict of Interest.

The requirements of A.R.S. § 38-511 apply to this Agreement. The Parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Party with respect to the subject matter of this Agreement.

25. Supervision and Control.

Management of an emergency shall remain with the jurisdiction in which the emergency occurred. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with National Incident Management System. The Requesting Party will be responsible for providing supplies and services, such as food, shelter, gasoline and oil, for on-site use of equipment and for the personnel providing assistance. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

26. Severability: Effect on Other Agreements.

It is expressly understood that this Compact shall not supplant existing agreements between some of the parties, which do provide for the exchange or furnishing of certain types of services on a compensated basis.

27. Severability.

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

28. Responsibility of the Department of Emergency and Military Affairs.

Nothing within this Compact limits or restricts the duties and obligations the State of Arizona may have to respond to the emergency of any party.

29. Effective Date.

This Compact shall become effective as to each party when adopted by resolution and executed by the governing body of the jurisdiction, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this Compact, until participation in this Compact is terminated by the party. The termination by one or more of the parties of its participation in this Compact shall not affect the operation of this Compact as between the other parties thereto. The Director shall identify on their website, with updates as needed, all parties signatory to this Compact.

30. Execution Procedure.

Execution of this Compact shall be as follows:

This Compact, which will be designated as "ARIZONA MUTUAL AID COMPACT," shall be executed in counterparts by the governing body of each party. Upon execution, the counterpart will be filed with the Secretary of State and the Tribal government as applicable and be provided to the Director. This Compact will be effective between all parties who execute this Compact even if it is not executed by all eligible jurisdictions.

31. Termination.

Termination of participation in this Compact may be effected by any party as follows:

Notice of termination will be given to the Director 20 days prior to termination.

Any party may, by resolution of its governing body, terminate its participation in this Compact and file a certified copy of such resolution with the Secretary of State or the Tribal government, with a copy to be provided to the Director.

The parties to this Compact understand and acknowledge that this Compact is subject

to cancellation by any party pursuant to A.R.S. § 38-511 or applicable Tribal law.

32. Dispute Resolution.

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.

33. Record Retention

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

**ARIZONA MUTUAL AID COMPACT
SIGNATURE PAGE**

(NAME OF JURISDICTION)

IN WITNESS WHEREOF, the parties hereto each sign this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction to participate in the Compact by formal approval of the jurisdiction's governing body.

(Signing Authority)

Date

ATTEST: _____
(Attesting Authority)

Date

Date of formal approval by governing body: _____

Pursuant to A.R.S. § 11-952(D) or applicable Tribal law, the attorney for the above entity has determined that the foregoing Compact is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable Tribal government.

(Attorney)

Date

Appendix A

**ARIZONA MUTUAL AID COMPACT (AZMAC)
EMERGENCY MANAGEMENT RESOURCE REQUEST**

Date of Request	Requesting Agency Tracking Number
Requesting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

Resource must come with:

- | | | | |
|--------------------------------------|----------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> Fuel | <input type="checkbox"/> Meals | <input type="checkbox"/> Operator(s) | <input type="checkbox"/> Water |
| <input type="checkbox"/> Maintenance | <input type="checkbox"/> Lodging | <input type="checkbox"/> Power | <input type="checkbox"/> Transporter |

Mission

Special Instructions

Request Forwarded to

Contact Name
Organization/Agency
Vendor
Date/Time of Submission

Request Approved by

Date

Appendix A

**ARIZONA MUTUAL AID COMPACT (AZMAC)
EMERGENCY MANAGEMENT RESOURCE REQUEST**

Date of Request	Assisting Agency Tracking Number
Assisting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

Offer

Travel Costs Equipment Costs Commodities
--

Personnel

F. Name	L. Name	Phone	E-Mail	Regular Salary/ Hourly Rate	Regular Fringe Benefit Hourly Rate	Overtime Salary/ Hourly Rate	Overtime Fringe Benefit Hourly Rate

Estimated Resource Cost

Providing Party Agency Representative Signature and Date

Representative Name and Title (Print)

Signature & Date

Requesting Party Agency Representative Signature and Date

Representative Name and Title (Print)

Signature & Date

Appendix B

**ARIZONA MUTUAL AID COMPACT (AZMAC)
POINTS OF CONTACT**

Date:

Name of Jurisdiction:

Mailing Address:

City, State, Zip Code:

Authorized Representatives to Contact for Mutual Aid Assistance

	Primary Contact	1 st Alternate	2 nd Alternate
Name			
Title			
24-Hr Phone No.			
Address			
Day Phone No.			
Night Phone No.			
Fax No.			
Email			

Appendix C

ARIZONA MUTUAL AID COMPACT (AZMAC)

USE OF A CONTRACTOR

In addition, each signatory shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of signatory's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable."

Insurance Requirements for Governmental Parties:

None.

Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.” Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the “State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising

out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. Additional Insurance Requirements: The policies are to contain, or be endorsed (Blanket Endorsements are not acceptable) to contain, the following provisions:

- 1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.
- C. Notice of Cancellation:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.
- D. Acceptability of Insurers:** Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. Subcontractors:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- G.** Approval: Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H.** Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. D.

Meeting Date: 08/26/2020

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the bidding process for the construction of the 9B Restroom Facilities Project. **(Lizandro Galaviz, Director of Parks & Recreation)**

SUMMARY:

Last month an invitation to bid was placed in the newspaper on behalf of the City of San Luis - Parks & Recreation Department for the 9-B Retention Basin Park Restroom Facilities Project. This was done in hopes of getting qualified vendors to assist with the construction of an Americans with Disabilities Act (ADA) compliant restrooms keeping in mind mobilization, construction of a 473 square-foot restroom facility, and post-construction clean up as well as any other work incidental to the project as specified in the Specifications and Project Plans.

On July 08, 2020, the City Clerk's Office received bids from 4 Powers Contracting, LLC, Merrill Walker Builders, Inc., and Yuma Valley Contractors. All closed bids were opened on July 08, 2020, at 3:00 pm. Upon staff reviewing bids, staff would like to recommend to City Council to reject the current bids due to them being higher than expected. All three (3) bids are currently extremely over budget.

Staff would like to recommend the possibility of using sub-contractors as well as in-house labor. Sub-contractors and in-house labor would stay within budget and begin the construction of the 9B Restroom Facilities Project.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO REJECT BIDS RECEIVED FOR THE 9B RESTROOM FACILITIES PROJECT DUE TO BIDS BEING OVER BUDGET AND DIRECT STAFF TO EXPLORE COST-EFFECTIVE OPTIONS.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	N/A
BUDGETED AMOUNT:	\$60,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	CAPITAL OUTLAY - CIP PARKS - 806-860-90005.145 / \$1,315,000

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

N/A

Attachments

Bid Opening Log

Bid Number 1: 4 Powers Contracting, LLC

Bid Number 2: Merrill Walker Builders, Inc.

Bid Number 3: Yuma Valley Contractors

Picture 1

Picture 2

BID FORM A – Solicitation Response Cover Sheet

SOLICITATION RESPONSE COVER SHEET

City of San Luis, Arizona

Solicitation Response: **No. 2020-PR-001**

Description – **9-B Retention Basin Park Restroom Facilities Project**

City Department: **Parks and Recreation Department**

Please note all that apply:

- Addenda Number(s) Received (if any)
- Original Forms A THROUGH F One Original and One Photocopy

Business Name: 4 Powers Contracting, LLC

Business Address 3075 South Avenue 4E

Yuma, AZ 85365

Business Email: najeh@edaisgroup.com or wes@4powerscontracting.com

Business Phone: 928-317-0446 Business Fax: 928-341-1075

Business Contact: Najeh K Edais Title: Member Date: 07-08-2020

The undersigned has carefully examined the plans, specifications, bid documents and illustrative contract documents, addenda carefully examined the site, is familiar with local conditions affecting cost of the Work and miscellaneous items of adjunct work, the nature and extent of excavation needed and type, character and general conditions of material to excavated, existing and probable construction difficulties and hazards and all other factors and conditions affected by specified Work, and proposes to furnish labor, supervision, tools, equipment, materials, utilities and transportation services, and all other things necessary to perform and complete the WORK in an acceptable manner as described in the plans, specifications, bid documents and illustrative contract documents for the following **unit prices, which shall prevail** over all bidding offers made by the undersigned:

Dated this 8th day of July 2020.

Najeh K. Edais

Signature

Member

Title

FORM B – SCHEDULE/PROPOSAL/BID BOND

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described therein for the following unit Prices or lump sum amounts.

Note: Bids shall include sales tax and all other applicable taxes and fees. All bids shall be checked for errors. If errors are made, unit Prices shall govern and corrections will be made according to the unit Price and totals will be revised to reflect the corrections. The City of San Luis, Arizona reserves the right to select any and/or all items with or without alternatives or any combination of items and alternatives, deemed to be in the best interest of the City of San Luis, Arizona.

9-B RETENTION BASIN PARK RESTROOM FACILITIES PROJECT No.: 2020-PR-001					
BID Schedule					
Bid Item	Quantity	Unit	Description	Unit Cost (\$/___)	Total Cost (\$_____)
1	1	LS	Mobilization		\$5,000.00
2	1	LS	Construction		\$160,000.00
3	1	LS	Post Cleanup		\$5,000.00

TOTAL ALL PARTS BID AMOUNT (Items 1 –3), TOTAL LUMP SUM	\$ 170,000.00
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Total Bid Amount In Words: One Hundred Seventy thousand Dollars and Zero Cents.

Time of Completion: The undersigned proposed to complete the Work within the ***ninety (90) calendar days*** as referenced in Section 1 Project Schedule, after the date set of commencement established by the Notice to Proceed.

Bid: The undersigned agrees to hold this bid open for **30 days** after the date set for receipt of bids.

City’s Rights: The undersigned recognized the City’s rights to waive informalities in the bidding and to accept or reject any or all bids.

Contract and Bonds: Upon receipt of written notice that this bid has been accepted, the undersign will execute the formal Contract, a sample of which is appended, hereafter, and will deliver a one hundred (100%) percent Statutory Payment Bond.

Bid Security: The attached Bid Security in the sum of not less than ten (10%) percent of the total maximum bid price will be retained by the City of San Luis, Arizona if the Contract and Bonds are not executed as specified in the Instructions to Bidders.

The undersigned understands that any quantities stated or implied in the Plans, Specifications or Bid Documents are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of Work either increase or decrease, and hereby proposes to perform all quantities



ORIGINAL

BID FORM A – Solicitation Response Cover Sheet

SOLICITATION RESPONSE COVER SHEET

City of San Luis, Arizona

Solicitation Response: **No. 2020-PR-001**

Description – **9-B Retention Basin Park Restroom Facilities Project**

City Department: **Parks and Recreation Department**

Please note all that apply:

- Addenda Number(s) Received (if any) Addendum No. 1 dated 6/22/2020
Addendum No. 2 dated 6/30/2020
- Original Forms A THROUGH F One Original and One Photocopy

Business Name: Merrill Walker Builders, Inc.

Business Address 3266 E. 33rd Place

Yuma, Arizona 85365

Business Email: mikem@merrilldevelopment.com

Business Phone: (928) 341-0185 Business Fax: (928) 341-0186

Business Contact: Mike Merrill Title: Project Manager Date: 7/6/2020

The undersigned has carefully examined the plans, specifications, bid documents and illustrative contract documents, addenda carefully examined the site, is familiar with local conditions affecting cost of the Work and miscellaneous items of adjunct work, the nature and extent of excavation needed and type, character and general conditions of material to excavated, existing and probable construction difficulties and hazards and all other factors and conditions affected by specified Work, and proposes to furnish labor, supervision, tools, equipment, materials, utilities and transportation services, and all other things necessary to perform and complete the WORK in an acceptable manner as described in the plans, specifications, bid documents and illustrative contract documents for the following **unit prices, which shall prevail** over all bidding offers made by the undersigned:

Dated this 8th day of July 2020.

Richard Merrill
Signature

President
Title

FORM B – SCHEDULE/PROPOSAL/BID BOND

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described therein for the following unit Prices or lump sum amounts.

Note: Bids shall include sales tax and all other applicable taxes and fees. All bids shall be checked for errors. If errors are made, unit Prices shall govern and corrections will be made according to the unit Price and totals will be revised to reflect the corrections. The City of San Luis, Arizona reserves the right to select any and/or all items with or without alternatives or any combination of items and alternatives, deemed to be in the best interest of the City of San Luis, Arizona.

9-B RETENTION BASIN PARK RESTROOM FACILITIES PROJECT No.: 2020-PR-001					
BID Schedule					
Bid Item	Quantity	Unit	Description	Unit Cost (\$/___)	Total Cost (\$_____)
1	1	LS	Mobilization	4,035.00	4,035.00
2	1	LS	Construction	153,769.00	153,769.00
3	1	LS	Post Cleanup	750.00	750.00

TOTAL ALL PARTS BID AMOUNT (Items 1 –3), TOTAL LUMP SUM	\$ 158,554.00
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Total Bid Amount In Words: ONE HUNDRED FIFTY EIGHT THOUSAND FIVE HUNDRED FIFTY FOUR DOLLARS

Time of Completion: The undersigned proposed to complete the Work within the ninety (90) calendar days as referenced in Section 1 Project Schedule, after the date set of commencement established by the Notice to Proceed.

Bid: The undersigned agrees to hold this bid open for **30 days** after the date set for receipt of bids.

City's Rights: The undersigned recognized the City's rights to waive informalities in the bidding and to accept or reject any or all bids.

Contract and Bonds: Upon receipt of written notice that this bid has been accepted, the undersign will execute the formal Contract, a sample of which is appended, hereafter, and will deliver a one hundred (100%) percent Statutory Payment Bond.

Bid Security: The attached Bid Security in the sum of not less than ten (10%) percent of the total maximum bid price will be retained by the City of San Luis, Arizona if the Contract and Bonds are not executed as specified in the Instructions to Bidders.

The undersigned understands that any quantities stated or implied in the Plans, Specifications or Bid Documents are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of Work either increase or decrease, and hereby proposes to perform all quantities

BID FORM A – Solicitation Response Cover Sheet

SOLICITATION RESPONSE COVER SHEET

City of San Luis, Arizona

Solicitation Response: **No. 2020-PR-001**

Description – **9-B Retention Basin Park Restroom Facilities Project**

City Department: **Parks and Recreation Department**

Please note all that apply:

X Addenda Number(s) Received (if any)
Addendum #1, 6/22/20 (received 6/26/20)

X Original Forms A THROUGH F One Original and One Photocopy

Business Name: Yuma Valley Contractors

Business Address 1334 S 5th Ave

Yuma, AZ 83564

Business Email: kirkp@jsyinc.com

Business Phone: (928)728-1801 Business Fax: _____

Business Contact: Kirk Perkins Title: VP/Construction Manager Date: 7/7/20

The undersigned has carefully examined the plans, specifications, bid documents and illustrative contract documents, addenda carefully examined the site, is familiar with local conditions affecting cost of the Work and miscellaneous items of adjunct work, the nature and extent of excavation needed and type, character and general conditions of material to excavated, existing and probable construction difficulties and hazards and all other factors and conditions affected by specified Work, and proposes to furnish labor, supervision, tools, equipment, materials, utilities and transportation services, and all other things necessary to perform and complete the WORK in an acceptable manner as described in the plans, specifications, bid documents and illustrative contract documents for the following **unit prices, which shall prevail** over all bidding offers made by the undersigned:

Dated this 7th day of July 2020.


Signature

VP/Construction Manager
Title

FORM B – SCHEDULE/PROPOSAL/BID BOND

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described therein for the following unit Prices or lump sum amounts.

Note: Bids shall include sales tax and all other applicable taxes and fees. All bids shall be checked for errors. If errors are made, unit Prices shall govern and corrections will be made according to the unit Price and totals will be revised to reflect the corrections. The City of San Luis, Arizona reserves the right to select any and/or all items with or without alternatives or any combination of items and alternatives, deemed to be in the best interest of the City of San Luis, Arizona.

9-B RETENTION BASIN PARK RESTROOM FACILITIES PROJECT No.: 2020-PR-001					
BID Schedule					
Bid Item	Quantity	Unit	Description	Unit Cost (\$/____)	Total Cost (\$____)
1	1	LS	Mobilization		1000
2	1	LS	Construction		135,600
3	1	LS	Post Cleanup		400

TOTAL ALL PARTS BID AMOUNT (Items 1 –3), TOTAL LUMP SUM	\$137,003.13
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Total Bid Amount In Words: One Hundred Thirty Seven Thousand and Three dollars and Thirteen cents
_____.

Time of Completion: The undersigned proposed to complete the Work within the ***ninety (90) calendar days*** as referenced in Section 1 Project Schedule, after the date set of commencement established by the Notice to Proceed.

Bid: The undersigned agrees to hold this bid open for **30 days** after the date set for receipt of bids.

City's Rights: The undersigned recognized the City's rights to waive informalities in the bidding and to accept or reject any or all bids.

Contract and Bonds: Upon receipt of written notice that this bid has been accepted, the undersign will execute the formal Contract, a sample of which is appended, hereafter, and will deliver a one hundred (100%) percent Statutory Payment Bond.

Bid Security: The attached Bid Security in the sum of not less than ten (10%) percent of the total maximum bid price will be retained by the City of San Luis, Arizona if the Contract and Bonds are not executed as specified in the Instructions to Bidders.







AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. E.

Meeting Date: 08/26/2020

Department Head: Jose L. Cisneros, Executive Assistant, Administration

Submitted By: Jose L. Cisneros, Executive Assistant, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization for employee vacation accrual payout. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

On June 24, 2020, the San Luis City Council unanimously approved a 40-hour payout of vacation accruals to employees that were maxed out to total amount not to exceed \$80,000.00 within the 2019-2020 Fiscal Year. City Council also increased the cap of 80 hours per tier. However, ten (10) more employees were discovered to be eligible who were not on the initial report.

For the sake of fairness, and since we are currently in the 2020-2021 Fiscal Year, we are requesting City Council to approve a 40-hour payout of vacation accruals for the ten (10) additional employees for a total not to exceed \$9,600.00 .

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE UP TO \$9,600.00 FOR VACATION PAYOUTS IN THE 2020-2021 FISCAL YEAR FOR EMPLOYEES DISCOVERED TO BE ELIGIBLE BUT NOT PAID IN THE 2019-2020 FISCAL YEAR, AND OTHER THAN THE TIMING OF THE PAYOUTS, THE PAYOUTS SHALL BE UNDER THE SAME CONDITIONS OF THE CITY COUNCIL'S JUNE 24, 2020, MOTION.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: YES
TOTAL: \$9,600.00
BUDGETED AMOUNT: N/A
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: XXX.XXX.50000

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

It is too early in the year to know whether we would have budget or not. We are proposing for each department to pay for this expenditure. Since this is an unbudgeted item, once we get close to the end of year we might return to council to request support to make ends meet from its contingency budget. .



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. F.

Meeting Date: 08/26/2020

Department Head: Jorge Perez, Billing & Collections Manager, Finance Department, Billing & Collections

Submitted By: Jorge Perez, Billing & Collections Manager, Finance Department, Billing & Collections

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2138. A resolution of the Mayor and Council of the City of San Luis, Arizona, temporarily suspending imposition of a late penalty charge on water utility accounts; temporarily suspending shut-off of water service for non-payment; and temporarily suspending imposition of shut-off fee due to declared COVID-19 virus emergency; repealing any conflicting provisions; providing for severability; and declaring an emergency. **(Jorge Perez, Billing & Collections Manager)**

SUMMARY:

Back in April of this year, City Council approved and adopted Resolution No. 2127. A resolution of the Mayor and City Council of the City of San Luis, Arizona, suspending imposition of late penalty charge on water utility accounts; suspending shut-offs of water service for non-payment; and suspending imposition of shut-offs fee due to the declared COVID-19 emergency.

The aforementioned resolution states that water utility services shall not be discontinued nor penalty charges are imposed on utility accounts for late payment on or after March 13, 2020, until the emergency proclamations of the City of San Luis issued as a result of the COVID-19 virus pandemic shall terminate or September 1, 2020, whichever occurs first.

At this point, the COVID-19 pandemic continues to be a public health concern. Social distancing continues to be our best tool along with the use of the appropriate personal protective equipment (PPE).

Since the first declaration of emergency in March of this year, the number of delinquent accounts each month had quadrupled in comparison to pre-pandemic months. Thus, Resolution No. 2138 extends the suspension of imposition of late penalty charge on water utility accounts; suspending shut-offs of water service for non-payment; and suspending imposition of shut-offs fees until the emergency proclamation of the City of San Luis issued as a result of the COVID-19 virus pandemic shall terminate or November 1, 2020, whichever occurs first.

Resolution No. 2138 also provides for a ceiling on delinquent amounts owed to the city on water utility accounts past November 1, 2020. After this date, customers with delinquent balances over two hundred dollars (\$200.00) will be required to bring balances below this sum, pay all monthly bills regularly beginning with the November billing, and agree to a payment plan and payment schedule to retire the past due amount prior to June 30, 2021. This deferment program shall terminate on June 30, 2021.

The ceiling limit on delinquent amounts owed to the city was set at two hundred dollars (\$200.00)

considering that this is the deposit amount required to utility customers. In the event that customers terminate their accounts, past due amounts will be covered by the security utility deposit previously collected on their accounts.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ADOPT AND APPROVE RESOLUTION NO. 2138 AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: CITY
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):

The fiscal impact is unknown, and will be determined by the amount of customers that fall behind on their utility bill that will not be charged the additional penalty fee.

Suspending late charges is not giving away free water. The regular charges, which are set on the cost to provide service, remain in full force.

Attachments

Resolution No. 2138



Resolution

No. 2138

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, TEMPORARILY SUSPENDING IMPOSITION OF LATE PENALTY CHARGE ON WATER UTILITY ACCOUNTS; TEMPORARILY SUSPENDING SHUT OFF OF WATER SERVICE FOR NON-PAYMENT; AND TEMPORARILY SUSPENDING IMPOSITION OF SHUT OFF FEE DUE TO DECLARED COVID-19 VIRUS EMERGENCY; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and City Council have issued proclamations declaring an emergency due to the current COVID-19 virus pandemic pursuant to the power granted by A.R.S. §26-311;

WHEREAS, the residents of the City of San Luis are experiencing economic difficulties due to the covid-19 virus pandemic and the emergency orders of the Governor of the State of Arizona and the City of San Luis; and

WHEREAS, the Mayor and City Council of the City of San Luis desire to not impose unnecessary economic hardship upon the residents of San Luis and recognize that public health, safety, and welfare benefits can accrue to the community due to the continued provision of public utility service during this time of emergency;

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

Section 1. That the ten percent (10%) late penalty charge on water utility accounts for late payment is hereby suspended and shall not be imposed for any late payment of any water utility charge that was incurred on or after March 13, 2020 until such time as the emergency proclamations of the City of San Luis issued as a result of the COVID-19 virus pandemic shall terminate or November 1, 2020, whichever first occurs.

Section 2. That water utility service shall not be discontinued, nor the water shut-off fee imposed for non-payment of utility charges incurred on or after March 13, 2020, until the emergency proclamation of the City of San Luis issued as a result of the COVID-19 virus pandemic shall terminate or November 1, 2020, whichever first occurs.

Section 3. For accounts that are past due for amounts of \$200.00 or less, water utility

service shall not be discontinued nor the water shut off fee imposed for non-payment of utility charges incurred on or after March 1, 2020 as long as the customer pays the regular monthly bill beginning with the billing in November of 2020 and agrees to a payment plan and payment schedule to retire the past due amount prior to June 30, 2021. To remain eligible for this deferment program the customer must pay all monthly billings and all payments pursuant to the payment plan. Otherwise they shall not be eligible, and service may be discontinued pursuant to existing ordinances and regulations. This deferment program shall terminate on June 30, 2021.

Section 4. For accounts that are past due of more than two hundred dollars (\$200.00), the customer must presently reduce the amount past due to an amount of two hundred dollars (\$200.00) or less and comply with all other conditions as set forth in Section 3 above. Failure to comply with any of these conditions shall result in the service being subject to discontinuance pursuant to existing ordinances and regulations. This deferment program shall terminate on June 30, 2021.

Section 5. In the event of a conflict between the provisions of this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this resolution shall govern.

Section 6. If any section, subsection, sentence, clause, phrase, or portion of this resolution 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 resolution.

Section 7. It is necessary for the preservation of the peace, health and safety of the City of San Luis, Arizona, that an emergency is declared to exist, and this ordinance shall become immediately operative and in force from and after the date of posting hereof.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____ day of _____ 20__

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney