



NOTICE OF WORK SESSION

In accordance with §38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Work Session meeting at 6:30 p.m., Wednesday, October 7, 2020. The Work Session 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 SESION DE TRABAJO

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Sesión de Trabajo a las 6:30 p.m., el día Miércoles, 7 de Octubre 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
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
October 7, 2020
6:30 p.m.

The October 7, 2020 Work Session, 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 sesión de trabajo del 7 de Octubre 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.

1. **CALL TO ORDER/ROLL CALL**
2. **ITEMS FOR DISCUSSION ONLY**
 2. A. Discussion and possible directions to staff on any and all matters regarding the annual employee recognition event tentatively scheduled for December 11, 2020. **(Sondra Matthews, Director of Human Resources)**

- 2. B. Discussion and possible directions to staff on any and all matters regarding Order No. 2020-17. An Order of the Mayor and City Council of the City of San Luis, Arizona to authorize the City of San Luis Police Department to receive funding for the Impaired Driver/DUI Alcohol Enforcement and materials and supplies and STEP/Selective Traffic Enforcement Projects by approving Highway Safety Contracts 2021-AL-028 & 2021-PTS-059 between the City of San Luis, Arizona through the San Luis Police Department and the Governor's Office of Highway Safety. **(Richard Jessup, Chief of Police)**

- 2. C. Discussion and possible directions to staff on any and all matters regarding modifications to the current Parks and Recreation Fee Schedule. **(Lizandro Galaviz, Director of Parks and Recreation)**

- 2. D. Discussion and possible directions to staff on any and all matters regarding the modification of the general rules and policies for all open areas and parks throughout the city. **(Lizandro Galaviz, Director of Parks and Recreation)**

- 2. E. Discussion and possible directions to staff on any and all matters regarding brick walls at retention basins within the City of San Luis. **(Mayor Gerardo Sanchez and Lizandro Galaviz, Director of Parks & Recreation)**

- 2. F. Discussion and possible directions to staff on any and all matters regarding a walking path at Cesar Chavez Boulevard & 7th Street; and exercise equipment along Urtuzuastegui Street. **(Mayor Gerardo Sanchez and Lizandro Galaviz, Director of Parks & Recreation)**

- 2. G. Update on any and all matters regarding the maintenance of sidewalks and benches located on Main Street. **(Mayor Gerardo Sanchez; Lizandro Galaviz, Director of Parks & Recreation and Eulogio Vera, Director of Public Works)**

3. **ADJOURNMENT**

IN THE EVENT A MAJORITY OF THE COUNCIL IS NOT PRESENT, AN INFORMAL WORK SESSION MAY BE HELD.



AGENDA ITEM REVIEW FORM

Work Session**2. A.****Meeting Date:** 10/07/2020**Department Head:** Sondra M. Matthews, Director of Human Resources, Human Resources Department**Submitted By:** Sondra M. Matthews, Director of Human Resources, Human Resources Department**Action Requested:** Discussion Item - No Action to be Taken**ITEM:**

Discussion and possible directions to staff on any and all matters regarding the annual employee recognition event tentatively scheduled for December 11, 2020. **(Sondra Matthews, Director of Human Resources)**

SUMMARY:

Every year, the city hosts an employee recognition event in December. However, due to the pandemic and the gathering restrictions in place, staff is seeking direction from City Council on options for holding this year's event.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A**CITY/STATE/FEDERAL FUNDS:** N/A**TOTAL:** N/A**BUDGETED AMOUNT:** N/A**AVAILABLE AMOUNT TO TRANSFER:** N/A**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

N/A



AGENDA ITEM REVIEW FORM

Work Session

2. B.

Meeting Date: 10/07/2020

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

Submitted By: Michelle Boucher, Administrative Coordinator, Police Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding Order No. 2020-17. An Order of the Mayor and City Council of the City of San Luis, Arizona to authorize the City of San Luis Police Department to receive funding for the Impaired Driver/DUI Alcohol Enforcement and materials and supplies and STEP/Selective Traffic Enforcement Projects by approving Highway Safety Contracts 2021-AL-028 & 2021-PTS-059 between the City of San Luis, Arizona through the San Luis Police Department and the Governor's Office of Highway Safety. **(Richard Jessup, Chief of Police)**

SUMMARY:

The City of San Luis Police Department (SLPD) has been awarded a total of \$31,300.00 to support additional equipment, overtime, and employee-related expenses to enhance Driving Under the Influence (DUI) and traffic enforcement throughout the City of San Luis. The SLPD has been awarded **\$15,000.00** for the Impaired Driver/DUI Alcohol Enforcement and materials & supplies project under Contract No. 2021-AL-028 to support personnel equipment, services, and employee-related expenses to enhance DUI alcohol enforcement and education throughout the City of San Luis. Additional manpower will allow the SLPD to increase its DUI task force efforts and will improve the ability to enforce DUI laws. The SLPD has been awarded **\$16,300.00** for the STEP/Selective Traffic Enforcement Project under Contract No. 2021-PTS-059 to support personnel services and employee-related expenses to enhance speed enforcement and education throughout the City of San Luis. Additional manpower under this grant will allow the SLPD to increase its police traffic efforts and will improve the ability to enforce speeding laws.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action needed.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State
TOTAL:	\$10,00000
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 250-181-50010 Special Rev -
Public Safety, PD OT - GOHS
-STEP - 2021-PTS-059 /
\$10,000.00

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

The SLPD received a total of \$10,000.00 in overtime and employee related expenses from the GOHS for FY21 under the STEP project.

GOHS 2021-PTS-059

Overtime expenses: 250-181-50010

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

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 250-181-50010 Special Rev -
Public Safety, PD OT - GOHS
-DUI - 2021-AL-028 / \$15,000.00

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

The SLPD received a total of \$15,000.00 in overtime, and employee related expenses from the GOHS for FY21 under the DUI project.

GOHS 2021-AL-028

Overtime expenses: 250-181-50010

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: State
TOTAL: \$6,300.00
BUDGETED AMOUNT: Yes
AVAILABLE AMOUNT TO TRANSFER: N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 250-181-60035 Material and
Supplies, PD GOHS-STEP -
2021-PTS-059 / \$6,300.00

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

The SLPD received a total of \$6,300.00 in Material and Supplies related expenses from the GOHS for FY21 under the STEP Overtime and Materials & Supplies project.

GOHS 2021-PTS-059

Material and Supplies: 250-181-60035

Attachments

Award Letters
DUI Contract
STEP Contract



Order

No. 2020-17

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO AUTHORIZE THE CITY OF SAN LUIS POLICE DEPARTMENT TO RECEIVE FUNDING FOR THE IMPAIRED DRIVER/DUI ALCOHOL ENFORCEMENT AND STEP/SELECTIVE TRAFFIC ENFORCEMENT PROJECTS BY APPROVING HIGHWAY SAFETY CONTRACTS 2021-AL- & 2021-PTS-059 BETWEEN THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS POLICE DEPARTMENT AND THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY.

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

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

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

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

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

Section 1: That the Highway Safety Contracts titled DUI/Impair Driving Enforcement 2021-AL-028 and STEP Enforcement 2021-PTS-059 are approved.

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

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis,
Arizona this _____ day of October 2020.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City
Attorney



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

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

PROJECT REFERENCE:

Contract Number: 2021-AL-028
Total Estimated Costs: \$15,000.00
Purpose of Project: DUI/Impaired Driving
Enforcement Overtime

Dear Chief Jessup:

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

Please complete the following steps:

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

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-14-2020

Date

Enclosures
AG



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

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

PROJECT REFERENCE:

Contract Number: 2021-PTS-059
Total Estimated Costs: \$16,300.00
Purpose of Project: STEP Enforcement Overtime and
Materials & Supplies (Lidars)

Dear Chief Jessup:

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

Please complete the following steps:

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

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-14-2020.

Date

Enclosures
AG

HIGHWAY SAFETY CONTRACT

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

FAIN: 69A37521300004020AZ0

Assistance Listings: 20.600

1. APPLICANT AGENCY San Luis Police Department	GOHS CONTRACT NUMBER: 2021-AL-028
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ADDRESS 1030 E. Union Street, San Luis, AZ 85349	PROGRAM AREA: 402-AL
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2. GOVERNMENTAL UNIT City of San Luis	AGENCY CONTACT: Marco Santana
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ADDRESS 1090 E. Union Street, San Luis, AZ 85349	3. PROJECT TITLE: DUI/Impaired Driving Enforcement
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4. GUIDELINES: 402-Alcohol (AL)

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

6. BUDGET COST CATEGORY	Project Period FFY 2021
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I. Personnel Services	\$10,851.00
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II. Employee Related Expenses (38.24%)	\$4,149.00
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III. Professional and Outside Services	\$0.00
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IV. Travel In-State	\$0.00
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V. Travel Out-of-State	\$0.00
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VI. Materials and Supplies	\$0.00
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VII. Capital Outlay	\$0.00
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TOTAL ESTIMATED COSTS	\$15,000.00
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PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2021
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CURRENT GRANT PERIOD	FROM: 10-01-2020	TO: 09-30-2021
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$15,000.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 38

Total Population in city/town or county: 38,000

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

	2018	2017	2016
Total Crashes	313	296	281
Total Injury Crashes	60	47	32
Total Fatal Crashes	1	2	0
Total Impaired-related Crashes	7	1	6
Total Impaired-related Serious Injuries	0	0	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	34	20	49
Total Speed-related Serious Injuries	0	0	10
Total Speed-related Fatalities	0	0	0

Agency Problem/Attempts to Solve Problem:

The San Luis Police Department frequently responds to the San Luis Port of Entry to investigate drivers entering the country suspected of operating a motor vehicle under the influence of alcoholic beverages or drugs. The highest amount of calls happens during the weekends and celebrated United States and Mexican holidays because all of the liquor stores, sports bars, strip bars, and nightclubs have a legal drinking age of 18 in Mexico. This attracts many underage people to drive into Mexico to purchase alcoholic beverages at these establishments. It also draws major attention to students who are enrolled at the Arizona Western College main campus located in Yuma, Arizona which is only about 27 miles away. Students have the ease to get onto State Route 195, drive directly into San Luis in only 20 to 30 minutes, and be able to drive across to Mexico without any delay or hesitation.

Agency Funding:

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

How Agency Will Solve Problem With Funding:

The San Luis Police Department will use the grant funding to increase its apprehensions of impaired drivers. The funds will assist the department in enforcing impaired driving laws, and at the same time reduce the number of accidents caused by impaired driving. The program will significantly reduce alcohol-related injuries, fatalities, and increase the community's awareness about the dangers of driving under the influence. In addition, the Department will be able to increase staffing levels with the use of overtime funds, which will help staff the San Luis Police Department during holidays and peak visitor seasons.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 50% from 7 during calendar year 2019 to 3 by December 31, 2021.

To decrease fatalities in impaired driving-related crashes 100% from 0 in calendar year 2019 to 0 by December 31, 2021.

To decrease injuries in impaired driving-related crashes 100 % from 0 in calendar year 2019 to 0 by December 31, 2021.

Contract Objectives:

To participate in a minimum of 4 DUI saturation patrols per quarter during FFY 2021.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2021.

Additional Contract Objectives:

1. SLPD goal and objective #1 will be to increase DUI arrests 30% above 2019 base year average of 108 to 140 by the end of FFY 2021.
2. SLPD goal and objective #2 will be to visit the Arizona Western College Campuses and discuss the dangers of drinking and driving three times by the end of FFY 2021.

GOALS/OBJECTIVES:

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

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

MEDIA RELEASE:

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

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

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

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

METHOD OF PROCEDURE:

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

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

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

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

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

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2020)	January 30, 2021
2nd Quarterly Report and RCI (January 1 to March 31, 2021)	April 20, 2021
3rd Quarterly Report and RCI (April 1 to June 30, 2021)	July 20, 2021
4th Quarterly Report and RCI (July 1 to September 30, 2021)	October 15, 2021
Final Statement of Accomplishments	October 15, 2021

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

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

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

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

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

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$10,851.00
II.	Employee Related Expenses (ERE – 38.24%)	\$4,149.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$15,000.00

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

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

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

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

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

X. Uniform Administrative Requirements

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

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

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

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

XI. Non-Discrimination

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

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

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

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

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

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

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

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

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Richard Jessup, Chief of Police
San Luis Police Department

Date Telephone

*Signature of Authorized Official of
Governmental Unit:*

Tadeo A. De La Hoya, City Manager
City of San Luis

Date Telephone

HIGHWAY SAFETY CONTRACT

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

FAIN: 69A37521300004020AZ0

Assistance Listings: 20.600

1. APPLICANT AGENCY San Luis Police Department	GOHS CONTRACT NUMBER: 2021-PTS-059
ADDRESS 1030 E. Union Street, San Luis, AZ 85349	PROGRAM AREA: 402-PTS
2. GOVERNMENTAL UNIT City of San Luis	AGENCY CONTACT: Marco Santana
ADDRESS 1090 E. Union Street, San Luis, AZ 85349	3. PROJECT TITLE: STEP Enforcement, and Related Materials and Supplies (Radars)
4. GUIDELINES: 402-Police Traffic Services (PTS)	

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

6. BUDGET COST CATEGORY	Project Period FFY 2021
I. Personnel Services	\$7,143.00
II. Employee Related Expenses (40.00%)	\$2,857.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$6,300.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$16,300.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2021
CURRENT GRANT PERIOD	FROM: 10-01-2020	TO: 09-30-2021

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$16,300.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 38

Total Population in city/town or county: 38,000

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

	2018	2017	2016
Total Crashes	313	296	281
Total Injury Crashes	60	47	32
Total Fatal Crashes	1	2	0
Total Impaired-related Crashes	7	1	6
Total Impaired-related Serious Injuries	0	0	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	34	20	49
Total Speed-related Serious Injuries	0	0	10
Total Speed-related Fatalities	0	0	0

Agency Problem/Attempts to Solve Problem:

The San Luis Police Department consists of approximately 40 sworn police officers complemented by 24 civilian personnel serving the San Luis border city to Sonora Mexico. Highway 95 is a heavy traffic area that is one of the primary routes in and out of the city. This highway has heavy traffic in the early morning hours and during the late evening hours. The current road conditions of this highway make driving conditions very dangerous for drivers that are traveling at high speeds in an area surrounded by residential districts, business districts, and agricultural fields. By having patrols that are more visible in this area, the agency plans to deter the unsafe and aggressive driving practices that occur on a daily basis.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies; Radars to enhance STEP Enforcement throughout the City of San Luis.

How Agency Will Solve Problem With Funding:

The San Luis Police Department will use the grant funding to increase its apprehension of aggressive drivers. The funds will assist the department in enforcing Arizona laws and local impaired driving ordinances, as well as reduce the number of accidents in targeted areas. The STEP program will significantly reduce accidents and fatalities, as well as increase the community's awareness about the dangers of speeding and aggressive driving. A primary objective of the speed enforcement operation is the focus on identifying dangerous drivers.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 20% from 34 during calendar year 2019 to 27 by December 31, 2021.

To decrease fatalities in speeding-related crashes 100% from 0 in calendar year 2019 to 0 by December 31, 2021.

To decrease serious injuries in speeding-related crashes 100% from 0 in calendar year 2019 to 0 by December 31, 2021.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 30% from 1,059 during Calendar Year 2019 to 1,377 during FFY 2021.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2021.

Additional Contract Objectives:

1. SLPD goal and objective #1 will focus on enforcing seat belt and child restraint laws by providing the community with education once each quarter.
2. SLPD goal and objective #2 will be to enforce a zero tolerance approach on school crosswalk violations during school hours and peak seasons.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Radars to enhance STEP Enforcement throughout the City of San Luis.

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

MEDIA RELEASE:

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

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

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

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

METHOD OF PROCEDURE:

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

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

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

Materials and Supplies - To purchase/procure the following Materials and Supplies for STEP/Speed Enforcement Activities; Radars

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

PURSUIT POLICY:

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

SPECIFIC REQUIREMENTS:**SPEED DETECTION EQUIPMENT –****Requirements for Speed Detection Devices:**

The San Luis Police Department will be responsible for providing all personnel the appropriate training for using the speed detection devices purchased under this Contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The San Luis Police Department will maintain written documentation (copy of the training certificates) which will be available for review by GOHS.

METHOD OF PROCUREMENT:

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

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2020)	January 30, 2021
2nd Quarterly Report and RCI (January 1 to March 31, 2021)	April 20, 2021
3rd Quarterly Report and RCI (April 1 to June 30, 2021)	July 20, 2021
4th Quarterly Report and RCI (July 1 to September 30, 2021)	October 15, 2021
Final Statement of Accomplishments	October 15, 2021

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

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

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

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

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

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review

Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$7,143.00
II.	Employee Related Expenses (ERE – 40.00%)	\$2,857.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Radars	\$6,300.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$16,300.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of \$16,300.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

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

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

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

IX. Copyrights and Patents

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

X. Uniform Administrative Requirements

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

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

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

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

XI. Non-Discrimination

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

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

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

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

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

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

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

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

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Richard Jessup, Chief of Police
San Luis Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Tadeo A. De La Hoya, City Manager
City of San Luis

Date Telephone



AGENDA ITEM REVIEW FORM

Work Session**2. C.****Meeting Date:** 10/07/2020**Department Head:** Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department**Submitted By:** Crystal Fragozo, Administrative Assistant, Parks & Recreation Department**Action Requested:** Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding modifications to the current Parks and Recreation Fee Schedule. **(Lizandro Galaviz, Director of Parks and Recreation)**

SUMMARY:

The Parks & Recreation staff has been reviewing the current fee schedule found on Resolution No. 770. This resolution was passed and adopted on December 19, 2007, and has various fees listed for the Joe Orduno Park Gym, Cesar Chavez Cultural Center, municipal pool, park ramadas, event tents, booth rentals for special events, and athletic fields. After reviewing the current fees, staff would like to propose some fee modifications as well as incorporate new areas that can be reserved by the community.

Over the last couple of years, the Parks & Recreation facilities and city parks have grown in popularity and demand. Due to this demand, staff has had to make many modifications to beautify our parks as well as our facilities. Staff would like to include in the fee schedule the tennis courts and artificial turf field located within the Joe Orduno Park. These two (2) locations are in high demand during the school season and summer season. Staff would also like to increase the current reservation fees for the Cesar Chavez Cultural Center, gym, youth center, sports fields, and event booth rentals. With the facilities & parks being in high demand from both the community and non-profit organizations, fees have to be updated to cover maintenance & upgrade expenses.

Staff would like to seek the direction and/or recommendation from Mayor & City Council in regard to the fee modifications.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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):

N/A

Attachments

Resolution No. 770

New Schedule Fee Proposal 2020

Cultural Center Facility Rental Fees Restrictions Regulations Form 2020



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 770

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND APPROVING PARKS AND RECREATION FEE SCHEDULE

Whereas, the City Council of the City of San Luis desires to establish and update the fee schedule for use of city Parks and Recreation facilities;

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

Section 1: That the Parks and Recreation Fee Schedule attached hereto as Exhibit "A", is hereby authorized and approved.

Section 2: That the appropriate City officials are hereby authorized and directed to take any all actions as may be necessary to effectuate said schedule.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 19th day of December, 2007.

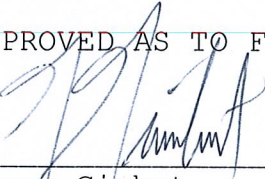

Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut
City Attorney



**CITY OF SAN LUIS PARKS AND RECREATION
Facility Fee Schedule**

CLASS A – City Co-sponsored Groups or City of San Luis Agencies. The following organizations and/or groups are **EXEMPT** from rental fees. Other organizations may be added if the activities benefit the Community. Security deposits and set-up fees may apply.

- a) Babe Ruth Baseball League
- b) Campesinos Sin Fronteras
- c) Chicanos Por La Causa
- d) City of San Luis Program (Fire Cadets, PAL, Police Volunteers, Go-Karts)
- e) Comite de Bienestar
- f) Karate – Gembu Kyu
- g) Little League Baseball
- h) LULAC
- i) PPEP – Tech
- j) San Luis Adult Soccer League
- k) San Luis Corporation for the Arts & Humanities
- l) San Luis Dancing Girls - Ballet
- m) San Luis Gadsden School District
- n) San Luis High School
- o) San Luis Lions Club
- p) San Luis Rotary Club
- q) San Luis Youth Soccer
- r) Tahitian Dance
- s) WACOG
- t) WAHEC
- u) Media (Yuma Sun, Bajo el Sol, Sin Fronteras, San Luis News)

CLASS B – Nonprofit . Individuals, groups, or organizations using facilities whose purpose is clearly of nonprofit nature (501 C Status) or social gathering. (Receptions, religious groups, etc.)

CLASS C – Standard/Commercial. Individuals, groups, or organizations using facilities for raising money or whose purpose is clearly a profit making status.

FACILITY

GYM - Joe Orduño Park

	Individual/Non-Profit Groups		Standard/Commercial	
	Residents	Non-Residents	Residents	Non-Residents
Per Hour/Game	\$15.00	\$25.00	\$35.00	\$35.00
Per Hour/other	\$100.00	\$200.00	\$200.00	\$200.00
Special Event (4-hr. session)	\$400.00	\$500.00	\$500.00	\$500.00
All Day Event***	\$1,000.00	\$1,200.00	\$1,200.00	\$1,200.00
Set-up of tables and chairs	\$50.00	\$65.00	\$65.00	\$65.00
Maintenance	\$100.00	\$150.00	\$150.00	\$150.00
Stage (portable)	\$100.00	\$125.00	\$150.00	\$150.00
Stage Set-up	\$60.00	\$70.00	\$80.00	\$80.00
Staff Attendant	\$20.00	\$20.00	\$20.00	\$20.00

*** includes attendant

CULTURAL CENTER

Per Hour

Special Event (4-hr. session)

Audio Equipment use

Lights

Set-up of tables and chairs

Maintenance

Stage

Stage (portable)

Stage Set-up

Staff Attendant

Staff Technician

Individual/Non-Profit Groups		Standard/Commercial	
Residents	Non-Residents	Residents	Non-Residents
Not Available	Not Available	Not Available	Not Available
Not Available	Not Available	Not Available	Not Available
\$50.00	\$75.00	\$75.00	\$75.00
\$50.00	\$75.00	\$75.00	\$75.00
\$50.00	\$65.00	\$65.00	\$65.00
\$100.00	\$150.00	\$150.00	\$150.00
\$100.00	\$125.00	\$150.00	\$150.00
\$100.00	\$100.00	\$100.00	\$100.00
\$60.00	\$70.00	\$80.00	\$80.00
\$20.00 p/hr.	\$20.00 p/hr.	\$20.00 p/hr.	\$20.00 p/hr.
\$30.00 p/hr.	\$30.00 p/hr.	\$30.00 p/hr.	\$30.00 p/hr.

SWIMMING POOL

Daily Rates Kids

Daily Rates Adult

Swimming Lessons

Party Reservations*

Saturday & Sunday (4 hr.-session)

1-30 patrons

30-50 patrons

50-75 patrons

75-100 patrons

Deposit

* Reservation includes lifeguards
5-tables and 20-chairs

Individual/Non-Profit Groups		Standard/Commercial	
Residents	Non-Residents	Residents	Non-Residents
\$1.00	\$2.00	N/A	N/A
\$2.00	\$3.00	N/A	N/A
\$35.00	\$45.00	N/A	N/A
\$100.00	\$120.00	\$150.00	\$150.00
\$130.00	\$150.00	\$200.00	\$200.00
\$150.00	\$175.00	\$250.00	\$250.00
\$175.00	\$200.00	\$250.00	\$250.00
\$75.00	\$100.00	\$150.00	\$150.00

RAMADAS

Weekday Rates (Mon. - Thru.)

Weekend Rates (Fri. - Sun.)

Alcohol Permits**

** pending for ordinance

** no glass bottles

** Must have permit upon request

Jumps (Brinca-Brincas) must bring own generator

Individual/Non-Profit Groups		Standard/Commercial	
Residents	Non-Residents	Residents	Non-Residents
\$15.00	\$20.00	\$25.00	\$30.00
\$20.00	\$25.00	\$30.00	\$35.00
\$15.00	\$15.00	\$15.00	\$15.00

TENTS (10X20)

Per tent

1 to 5 set-up fee

5 to 10 set-up fee

10 to 15 set-up fee

Individual/Non-Profit Groups		Standard/Commercial	
Residents	Non-Residents	Residents	Non-Residents
\$20.00	\$30.00	N/A	N/A
\$50.00	\$75.00	N/A	N/A
\$100.00	\$125.00	N/A	N/A
\$150.00	\$175.00	N/A	N/A

BOOTH RENTAL*

10X10

10X20

*Special Events: 4th/7 & Founders D

Individual/Non-Profit Groups		Standard/Commercial	
Residents	Non-Residents	Residents	Non-Residents
\$30.00	\$35.00	\$35.00	\$35.00
\$45.00	\$50.00	\$50.00	\$50.00

ATHLETIC FIELDS

Fields -

Softball/Baseball/Soccer

1 field-2hr. max (no lights)

1 field-4hr. (no lights)

1 field ALL DAY

Lining Fields (per field)

Lights (per hour/per field)

Individual/Non-Profit Groups		Standard/Commercial	
Residents	Non-Residents	Residents	Non-Residents
\$10.00	\$15.00	\$15.00	\$15.00
\$15.00	\$20.00	\$20.00	\$20.00
\$50.00	\$60.00	\$60.00	\$60.00
\$10.00	\$15.00	\$15.00	\$15.00
\$10.00	\$15.00	\$15.00	\$15.00

ATHLETIC FIELDS

INDEPENDENT LEAGUES -

Fields

Adult League (per team/per season)

Youth League (per team/per season)

Categories:

U-6 & U-7

U-8 & U-10

U-12, U-14, & U16

Individual/Non-Profit Groups		Standard/Commercial	
Residents	Non-Residents	Residents	Non-Residents
\$80.00	N/A	N/A	N/A
\$10.00	N/A	N/A	N/A
\$15.00	N/A	N/A	N/A
\$20.00	N/A	N/A	N/A

Facility Rental Fees

Gym - Joe Orduño Park

Per Hour / Court

Per Hour/Facility

Clean-Up Fee

Staff Attendant

Deposit (refundable)

*** Includes Attendant

Individual/Non-Profit Organization		Local Businesses	
Residents	Non-Residents	Residents	Non-Residents
\$15.00	\$25.00	\$35.00	\$35.00
\$65.00	\$85.00	\$100.00	\$150.00
\$150.00	\$175.00	\$150.00	\$175.00
\$20.00	\$25.00	\$20.00	\$25.00
\$150.00	\$175.00	\$150.00	\$175.00

Turf Field / Tennis Courts Reservations

Weekly Hourly Rates

Per Hour w/Lights (During non-operational hours)

Individual/Non-Profit Organization		Local Businesses	
Residents	Non-Residents	Residents	Non-Residents
\$10.00	\$15.00	\$20.00	\$25.00
\$15.00	\$20.00	\$25.00	\$30.00

Cesar Chavez Cultural Center

During weekly hours of operations Monday - Thursday 7:00 am-6:00 pm

Per Hour

Audio Equipment Use

Set-up of tables & chairs (if applicable)

Deposit (refundable)

Stage Area (Includes spot lights)

Clean Up Fee

Chair Fee

Table Fee

Staff attendant after hours (Per Hour)

Storage fee for property left in facility after rental

Staying past rental agreement hours

Individual		Local Businesses	
Residents	Non-Residents	Residents	Non-Residents
\$200.00	\$250.00	\$250.00	\$300.00
\$50.00	\$75.00	\$100.00	\$100.00
\$150.00	\$200.00	\$150.00	\$200.00
\$350.00		\$150.00	\$150.00
\$100.00	\$125.00	\$150.00	\$150.00
\$250.00	\$300.00	\$250.00	\$300.00
\$2.00 per chair	\$2.00 per chair	\$2.00 per chair	\$2.00 per chair
\$5.00 per table	\$5.00 per table	\$5.00 per table	\$5.00 per table
\$20.00	\$20.00	\$20.00	\$20.00
\$25.00 per day	\$25.00 per day	\$25.00 per day	\$25.00 per day
\$50 per hour	\$75 per hour	\$100 per hour	\$150 per hour

Non Profit Organizations

Non-Profit Organizations	
---------------------------------	--

Per Hour
 Audio Equipment Use
 Set-up of tables & chairs (if applicable)
 Deposit (refundable)
 Stage Area (Includes spot lights)
 Clean Up Fee
 Chair Fee
 Table Fee
 Staff attendant after hours (Per Hour)
 Storage fee for property left in facility after rental
 Staying past rental agreement hours

Residents	Non-Residents		
\$100.00	\$150	n/a	n/a
\$50.00	\$75.00	n/a	n/a
\$150.00	\$200.00	n/a	n/a
\$175.00	\$200.00	n/a	n/a
\$100.00	\$125.00	n/a	n/a
\$250.00	\$300.00	n/a	n/a
\$2.00 per chair	\$2.00 per chair	n/a	n/a
\$5.00 per table	\$5.00 per table	n/a	n/a
\$20.00 per hour	\$20.00 per hour	n/a	n/a
\$25.00	\$25.00	n/a	n/a
\$50.00	\$50.00	n/a	n/a

Municipal Pool

Daily Rates for Kids
 Daily Rates for Adults
 Swimming Lessons

Party Reservations

Saturday & Sunday (4 hr. session)
 1-30 patrons
 31-50 patrons
 51-75 patrons
 76-100 patrons
 101-150 patrons
 Deposits (Reservations include lifeguards)
 ** Deposit is refundable

Individual/Non-Profit Organization		Local Businesses	
Residents	Non-Residents	Residents	Non-Residents
\$1.00	\$2.00	N/A	N/A
\$2.00	\$3.00	N/A	N/A
\$35.00	\$45.00	N/A	N/A
\$150.00	\$150.00	\$150.00	\$150.00
\$200.00	\$200.00	\$200.00	\$200.00
\$225.00	\$225.00	\$225.00	\$225.00
\$250.00	\$250.00	\$250.00	\$250.00
\$275.00	\$275.00	\$275.00	\$275.00
\$50.00	\$50.00	\$50.00	\$50.00

Park Ramadas

Weekly Rates (Monday-Thursday)
 Weekend Rates (Friday - Sunday)

Individual/Non-Profit Organization		Local Businesses	
Residents	Non-Residents	Residents	Non-Residents
\$15.00	\$20.00	\$25.00	\$30.00
\$20.00	\$25.00	\$30.00	\$35.00

Alcohol Permits

***No glass bottles

***Must have permit upon request

***No water jumpers (Brinca - Brincas) allowed

***Jumpers (Brinca - Brincas) must bring own generator

***No electricity will be provided on Ramada

\$25.00	\$30.00	\$35.00	\$40.00
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TENTS (10X20)

FUNDRAISER EVENTS:

RENTAL REQUEST AND REQUEST TO HAVE FEE WAIVED WILL BE SUBMITTED TO THE PARKS & RECREATION DIRECTOR AND CITY MANAGER FOR APPROVAL.

Booth Rental

Spaces will vary depending on event

10 x 10

10 x 20

Individual/Non-Profit Organization		Standard/Comercial	
Minor/Major Events		Minor/Major Events	
\$25.00/\$100.00	\$10.00 - \$200.00		
\$50.00/\$150.00	\$10.00 - \$200.00		

Athletic Fields

Fields -Softball/Baseball/Soccer

1 field - per hour (no lights) [F2 / F3 Field]

1 field - per hour (no lights) [F1 Field]

Lights (per hour/per field)

Lining Field

Soccer (Per Field)

Softball (F2/F3) [Full Field]

Baseball (F1) [Full Field]

Ball Field / Infield Only

Individual/Non-Profit Organization		Standard/Comercial	
Residents	Non-Residents	Residents	Non-Residents
\$5.00	\$15.00	\$15.00	\$15.00
\$10.00	\$25.00	\$20.00	\$25.00
\$10.00	\$15.00	\$15.00	\$15.00
\$80.00	\$90.00	\$100.00	\$100.00
\$40.00	\$50.00	\$60.00	\$60.00
\$60.00	\$70.00	\$80.00	\$80.00
\$20.00	\$25.00		

Youth Center

Multi-Purpose Room (Per Hour)

Individual/Non-Profit Organization		Standard/Comercial	
Residents	Non-Residents	Residents	Non-Residents
\$10.00	\$15.00	\$20.00	\$20.00



City of San Luis
Cesar Chavez Cultural Center Rental Information
1015 North Main Street San Luis, Az. 85349
Phone: (928) 341-8538

The City of San Luis Cesar Chavez Cultural Center is available for rental with a capacity 250 people max. Rentals will be only Friday and/or Saturday, Sunday-Closed. During the week must be approved by Cultural Center Coordinator.

Facility Rentals and Conditions.

(Subject to Availability)

Rental Cost:

- **Non-Profit Events: Deposit \$175.00 (The deposit is ONLY for property damages of the facility).**
 - Rental fee per hour \$100.00
 - (MUST PROVIDED A LETTER OF NON-PROFIT ORGANIZATION STATUS)
- **Special Events: Deposit \$350.00 (The deposit is ONLY for property damages of the facility.)**
 - Rental fee per hour \$200.00
- **Alcohol Permit: \$25.00**
- **Clean up fee: \$250.00**
 - Fee will be charged if for City staff to clean after the event. (Must be notified one month in advance)
- **Tables and Chairs rental fee: \$2 chair (each) \$5 table (each) (Additional fee)**
 - Maximum of 20 round tables, maximum of 250 chairs, and maximum of 12 rectangular tables.
- **Only allow set-up during operating hours to decorate. If needed more time to decorate non-operating hours charge \$20.00 per hour (staff attendant).**
- **Property left in the facility will incur a \$25.00 storage fee for each day the property remains at the facility.**
- **Renters/ Vendors must leave the facility at their agreed schedule. Charge additional \$50.00 per hour. (THIS WILL NOT COME OUT OF YOUR DEPOSIT).**

I have read and understood the following fees, restrictions and regulations:

1. The deposit is required to hold the date of your event. This deposit will be reimbursed in full if the facility is left with no damages. The facility will be inspected following your event. Tables & chairs should be wiped off and placed back or removed (if applicable), decorations and tape should be off the walls and the trash thrown outside inside garbage cans the night of the event. Also any trash on the restrooms, hallway, main entrance and gym floors must be picked up. (Facility floors may be required to be mopped upon the discretion of Facility Supervisor) Any rental equipment placed by you must be taken out that night. You should receive your full or partial deposit two weeks after your event. The rental fee must be paid one month prior to your event. Fee includes the Parks and Recreation Employee who must be present at the time of your event to supervise proper use of the facility. This person will be there to open for your set up, to supervise throughout your event and he/ she will secure the building after the event. **City regulation states the event must end no later than 1:00 am** Supervisors will follow scheduled times unless authorized by Director/Assistant Director.

2. The alcohol permit must be purchased if alcohol will be served. Follow state Alcohol laws. This permit is not valid for the sale of alcohol. (A special state permit must be purchased in order to sell alcohol) Alcohol can only be served in kegs (Maximum of two allowed). Glass bottles or aluminum cans are not allowed. Keep in mind not to use Champagne bottles as part of your decoration. If there will be a toast during your event, bottles must be stored by the Supervisor and will only be brought out for the toast. Once toast is finished, bottles must be immediately thrown outside or stored away. Clear cups are required for ALL drinks.
3. If you will have alcohol served during your event, the City also requires the permit holder to hire 4 security guards. Proof that the service has been contracted should be turned in 2 weeks before the event date. The guards must be uniformed, certified and bonded. The security guards must be present from the beginning to the end of the event. The security company hired must possess a current City of San Luis business license and a liability insurance at a minimum amount of \$1,000,000.
4. All vendors must have a City of San Luis business license and liability insurance and the minimum amount of \$1,000,000.
5. No kitchen area is available at the facility. The Cultural Center is a non-smoking facility. As a fire hazard, we do not allow any open-flame only food warmers.
6. All fees set up time (decorations & music), event time, clean up time and security guard proof **must be ready one month prior to your event date or your event will be cancelled.**
7. Cancellation notice must be given at least one month before date of your event to receive your deposit.
8. Prohibited Items: Smoking indoors, ceiling decoration, fog machines, weapons, no glass decorations, any type of confetti, and illegal drugs.
9. City equipment/office supplies will not be available by staff to vendors, agencies, and renters. (Vendors, agencies, and renters must provide their own equipment).
10. The renter of the facility is responsible to inform the vendors of their schedule to decorate. (City employees are not responsible to inform the vendors)
11. Only designated areas will be available for the renters/vendors. Renters will not be allowed in offices, and storage rooms for personal used.
12. Staff are not allowed to take any cash payments for extended hours for cleaning/ take down Equipment/decorations. Any extra hours have to be authorized by Director/Assistant Director/Recreation Coordinator).
13. All Emergency exit cannot be blocked during the use of facility.
14. No dragging equipment or supplies on the floor, everything must be carried.

By signing below, Renter agrees that he/she has carefully read and understood Terms and Conditions, and accepts the Terms and Conditions by their own freewill and agrees to be legally bound by this document.

Renter Signature: _____ Date: _____

Cultural Center Coordinator: _____ Date: _____



Cesar Chavez Cultural Center Rental Information

1015 North Main Street San Luis, Az. 85349

Phone: (928) 341-8538

Agreement Form

Application Name: _____ Name of Organization: _____

Physical Address: _____ Mailing Address: _____

City, State, Zip Code: _____ Phone Number: _____

Email: _____ Attentive Number: _____

Facility Request Information

Type of Event: _____ Expected Attendance: _____

Date of Event: _____

Set-up Time: _____ Event Time: _____ Clean-up Time: _____

Number of chairs needed : _____ (If applicable) Number of tables needed : _____ (If applicable)

Admission/Donation (state amount): _____ Type of Sound System (DJ/Band): _____

Alcohol Permit # (If requested): _____

Music must be kept at appropriate noise level. San Luis Police Department will determine appropriate level if needed. No fog machines due to fire alarms in building.

I hereby certify that I have read and will abide by all policies, rules, and regulations of the City of San Luis Parks and Recreation Department for use of areas and facilities. Follow public orders of the Arizona Governor, County Health District, and City of San Luis, Az.

The permittee and all individuals, and group, club, organization or association occupying or using facility, or any portion therefore to permit as an express condition of such occupation or use, shall hold harmless and indemnify the City of San Luis and all City employees and officials against all damages to the facility including but not limited the death or any injury of any person whosoever arising out of or resulting in any way from such occupation of use. When in the sloe opinion of the Parks and Recreation injury or death, the permittee may be required to furnish the City of San Luis a certificate of liability insurance naming the city as an additional insured for coverage of the type and in the amount determined by the Director in his/her sole discretion.

I understand that I will be fully responsible for any and all damages to the facility as a result of the permittee's use related to the permit period.

Signature: _____ Date: _____



AGENDA ITEM REVIEW FORM

Work Session

2. D.

Meeting Date: 10/07/2020

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the modification of the general rules and policies for all open areas and parks throughout the city. **(Lizandro Galaviz, Director of Parks and Recreation)**

SUMMARY:

The Parks & Recreation Department has been reviewing the general rules and policies for all open green areas and parks throughout the city that are currently in place. Upon reviewing the current rules and policies, staff would like to recommend some modifications and updates. Currently, the rules and policies are very limited, and staff would like to update them in order to support the maintenance of all green areas and parks as well as enforcing rules and policies. Staff is also open to any recommendations that City Council may have.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, not an action item.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

N/A

Attachments

Modified Park Rules & Policies

Park Rules & Policies - Survey

Park Questions

Park Rules & Policies

1. Vehicles are prohibited in park area (Authorized Vehicles or Equipment Only)
2. Individual or groups with reservation permits have priority use
3. Alcohol Permits are required to consume alcohol at park-designated areas.
4. Glass Beverage containers are prohibited.
5. Park Hours: Sunrise to 10 pm (Unless authorized by City)
6. Dogs must be on a leash and owners clean-up after pet.
7. Non-Supervised facility when not in use for City events.
8. Serious injuries are possible when using facility (Use at Own Risk)
9. No soliciting/loitering/littering in park area
10. Disorderly conduct, loud music, unlawful or dangerous activities are prohibited
11. No overnight camping (Authorization required)
12. This is a tobacco and drug free area.
13. Report hazards, damaged equipment or vandalism. Damaging property is a crime.

Reservations can be done at Parks and Rec. Office (928) 341-8535

For reporting issues (San Luis Police Department): (928) 627-5436 or Emergencies 911

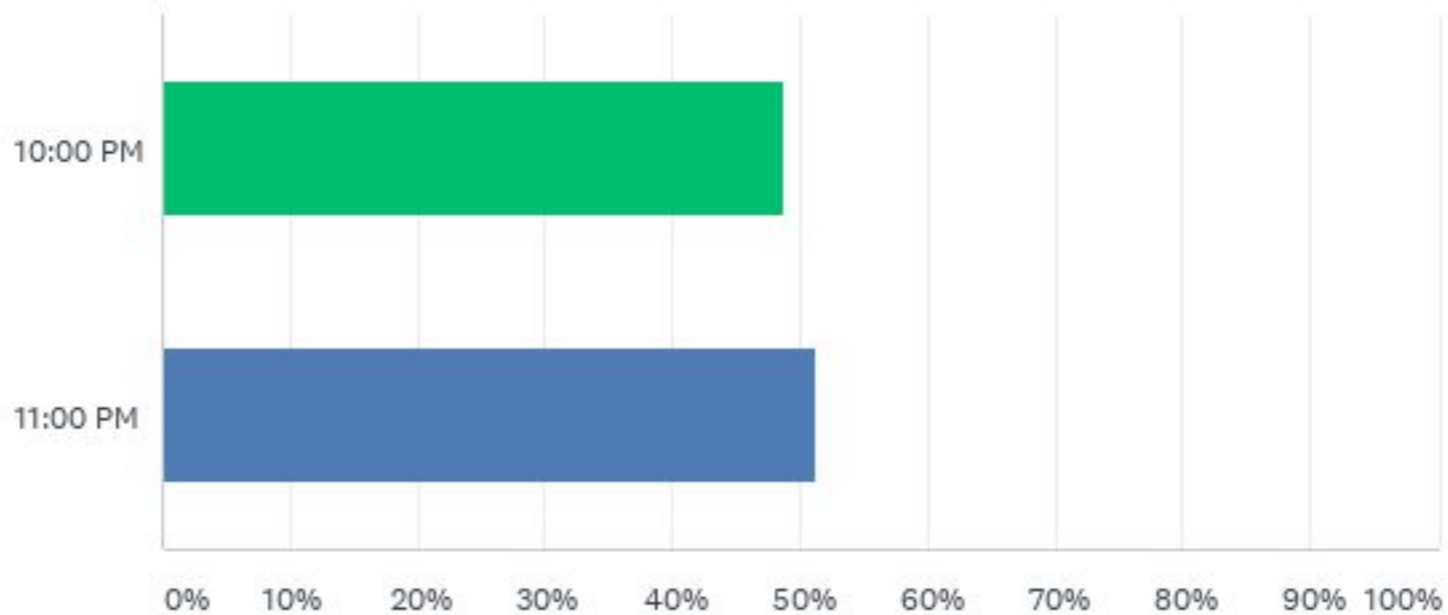
Skate Park Rules

1. Skateboard at your own risk (This is a non-supervised facility)
2. Helmets and protective equipment must be worn at all times.
3. No loud music or inappropriate behavior tolerated.
4. This is a tobacco/alcohol and drug free area.
5. No bikes allowed. (Skateboards and In-Line skates only)
6. Park is open from sunrise to 10 pm. (Unless authorized by City)

To report repairs or concerns: Parks and Recreation Office (928)341-8535

For reporting issues (San Luis Police Department): (928) 627-5436 or Emergencies 911

Q1 What time would you prefer our City Parks to close? | ¿A qué hora prefiere que cierren nuestros parques de la ciudad?



Parks & Recreation Survey

Question Number 1:

What time would you prefer our City Parks to close?

A que hora prefiere que cierren nuestros parques?

- 10:00 PM
- 11:00 PM

Question Number 2:

What do you enjoy the most about our City Parks

Que es lo que mas disfruta de nuestros parques?

- Ability to walk in the afternoons
- Walking in the parks and feeling safe while doing so
- Playgrounds and amenities (Soccer fields, basketball courts, tennis courts, softball/baseball fields)
- Sport fields (Soccer fields, basketball courts, tennis courts, softball/baseball fields)
- Park cleanliness and maintenance
- Beautiful green areas
- Sport leagues, activities & tournaments
- Landscape & Ramadas
- City events
- Green park areas and their cleanliness
- Safe park equipment for children
- Feeling of safety in the Park and sport fields
- Swimming pool and the swimming lessons
- Recreation & Park facilities
- Organized sport season/leagues/activities
- Family environment
- Variety of sports for families to choose from
- Batting Cages
- Being able to socialize with others
- Soccer league & tournaments
- Accessibility & personal in charge
- The community
- Proximity of parks with neighborhoods
- Ability to walk dogs

- Fresh air
- Entertainment area rentals
- Restrooms
- Youth Center boxing classes

Question Number 3:

What additions would you like to see at your local parks?

Que adiciones les gustaria ver en sus parques locales?

- More shades / ramadas
- More shades for playgrounds
- More playground & playground amenities (swings)
- More park areas (ex. Los Alamos Division, Rio Sonora St., new subdivision on 9th)
- More soap dispensers in bathrooms
- More lighting in parks / sport fields
- Better lighting in parks / sport fields
- More park benches
- More picnic areas
- Water spouts / Water features in parks / lagoon / fishing lake / ponds
- More trees / green areas / plants
- More walkways / running track area / bike track pathways
- New pool / bigger pool
- Indoor Olympic pool
- Toddler designated playgrounds
- More cameras in park for increased security
- More sport games/tournaments
- More cultural events / contest for children
- More children classes & activities in Cultural Center, not so many adult classes
- Water bottle refill area
- More water fountains in parks
- Dog walkways / areas
- Exercise/work out machines in parks like in other Cities
- More basketball courts, tennis courts, baseball fields, softball fields, soccer fields, volleyball courts (sand lots), fronton courts, football field
- More pet waste disposal stations
- Restrooms in the 9th section parks
- More park restrooms
- More grills in park Ramadas
- More variety of sport leagues so that they don't overlap and children have more options every season

- More variety of youth activities / sports / more youth sports development
- More sports equipment availability
- More soccer related events
- More areas with art & family recreation
- Playground for special needs children
- Sports & activities for special needs children
- More park/grass/landscape maintenance
- Soccer goal nets
- More sport events
- More parking lots
- Cleaner restrooms
- More outdoor sports additions (skate park additions/bmx)
- Hand sanitizer stations / dispensers
- Activities in different parks, not only Joe Orduño Park
- Another indoor gym or more open gym hours
- Outdoor gym area
- Vending machines
- Snack bar
- More batting cages
- More City events/festivals
- Circuits for bicycle riding / skating
- More event halls / venues
- Community garden
- Open soccer fields/basketball courts & sport fields
- More boxing activities/events
-



AGENDA ITEM REVIEW FORM

Work Session**2. E.****Meeting Date:** 10/07/2020**Department Head:** Sonia Cornelio, City Clerk, City Clerk's Office**Submitted By:** Sonia Cornelio, City Clerk, City Clerk's Office**Action Requested:** Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding brick walls at retention basins within the City of San Luis. **(Mayor Gerardo Sanchez and Lizandro Galaviz, Director of Parks & Recreation)**

SUMMARY:

Mayor Gerardo Sanchez asked that this item be placed on the work session for October 7, 2020, for discussion.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: YES
TOTAL: See fiscal impact stment
BUDGETED AMOUNT: N/A
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

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

THIS PROJECT WAS NOT BUDGETED IN FY 2020-21. IF COUNCIL WOULD WANT TO MOVE FORWARD WITH THIS PROJECT THIS YEAR, WE NEED TO IDENTIFY FUNDS TO COVER THIS EXPENDITURE.

Attachments

Wall Fence Repairs

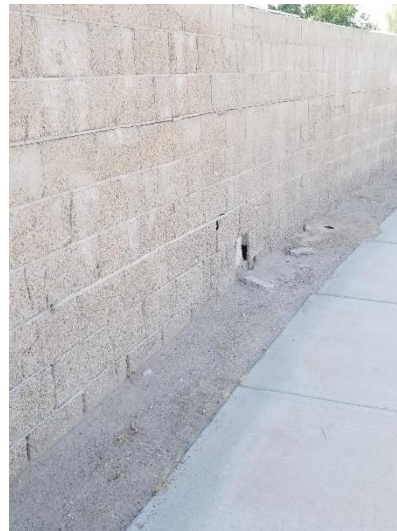
QUOTE FOR:

REPAIR CONCRETE BLOCK FENCE, FROM Tornado Fence company:

- Remove and replace block fence on all damage parks 45.00 dlls. Aprox. Per ft. Including material and labor.

Instalation of Artificial turf on Main street, from V&L Landscaping:

- Remove all existing rock, plants and cancel irrigation system
- Leveling the soil and install artifitial turf or grass cost: 5.00 to 6.00 dlls Per SqFt. (all depend of material "turf") including material and labor.



987 N SINOFF Ave, East side 200Ft fence need To repair



1998 E Kennedy Ln "Las Fuentes Sub" 394 Ft. need to repair North side Wall fence





1266 E America and Guerrero **350 Ft.** need to repair

1604 E Kennedy Ln **200 Ft.** wall fence to be repair





1447 E Liberty ST **90 ft** need to repair of wall fence





AGENDA ITEM REVIEW FORM

Work Session

2. F.

Meeting Date: 10/07/2020

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding a walking path at Cesar Chavez Boulevard & 7th Street; and exercise equipment along Urtuzuastegui Street. **(Mayor Gerardo Sanchez and Lizando Galaviz, Director of Parks & Recreation)**

SUMMARY:

Mayor Gerardo Sanchez requested that this item be placed on the work session for October 7, 2020, for discussion.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: YES
TOTAL: See fiscal impact stment
BUDGETED AMOUNT: N/A
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

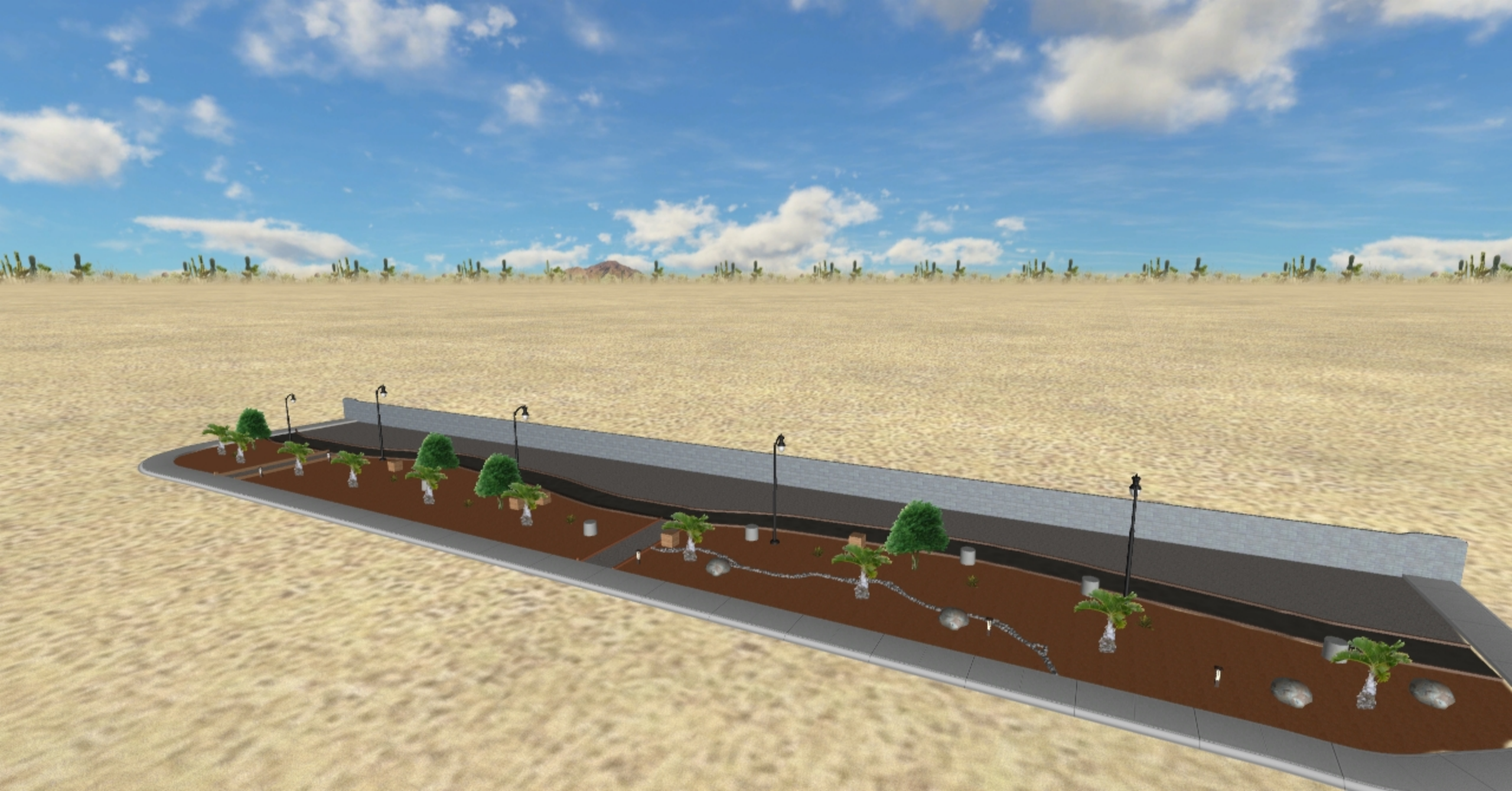
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

THIS PROJECT WAS NOT BUDGETED IN FY 2020-21. IF COUNCIL WOULD WANT TO MOVE FORWARD WITH THIS PROJECT THIS YEAR, WE NEED TO IDENTIFY FUNDS TO COVER THIS EXPENDITURE.

Attachments

Cesar Chavez Blvd.
Proposed Project







AGENDA ITEM REVIEW FORM

Work Session

2. G.

Meeting Date: 10/07/2020

Department Head: Melissa Lopez, Deputy City Clerk, City Clerk's Office

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Update on any and all matters regarding the maintenance of sidewalks and benches located on Main Street. **(Mayor Gerardo Sanchez; Lizandro Galaviz, Director of Parks & Recreation and Eulogio Vera, Director of Public Works)**

SUMMARY:

Mayor Gerardo Sanchez requested that this item be placed on the Work Session for October 7, 2020, for discussion.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

There is no fiscal impact associated with this item.
