NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 7:00 p.m., Wednesday, February 10, 2021. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Melissa Lopez, Deputy City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 7:00 p.m., el día Miercoles, 10 de Febrero del 2021. 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/ Melissa Lopez, Asistente a la Actuaria de la Ciudad

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
February 10, 2021
7:00 p.m.

The February 10, 2021, Regular Council meeting, for the safety of the public during the COVID-19 pandemic, will not have in-person attendance for members of the public. However, members of the public may listen to the meeting's live audio stream on the City of San Luis' website https://sanluisaz.gov/listenlive. Recordings of the meetings will be available on the City's website https://sanluisaz.gov/listenlive after the meeting.

Public comment will be limited to Agenda Items 6.B., 6.C. and 6.D. **Item 6.B.** Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2021-050 and Ordinance No. 410. **Item 6.C.** Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2020-0794 and Ordinance No. 411. **Item 6.D.** Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2020-0793 and Ordinance No. 412.

The city will receive public comments by email at cityclerksoffice@sanluisaz.gov for City Council's consideration any time before the meeting and during the meeting, which is scheduled to start at 7:00 p.m. on Wednesday, February 10, 2021. Any email comments received will be read aloud into the record.

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

Por la seguridad del público durante la pandemia COVID-19, no habrá asistencia en persona para los miembros del público en la junta regular del Cabildo del 10 de Febrero del 2021. Sin embargo, los miembros del público pueden escuchar el audio en vivo de la reunión transmitido en el sitio web de la Ciudad de San Luis https://sanluisaz.gov/listenlive . Las grabaciones de las reuniones estarán disponibles en el sitio web de la Ciudad https://sanluisaz.gov/listenlive después de la reunión.

Los comentarios del public se limitaran a los temas 6.B, 6.C. y 6.D. **Tema 6.B.** Audiencia pública seguida de discusión y posible acción sobre todos y cada uno de los asuntos relacionados con el caso de enmienda del texto No. 2021-050 y la Ordenanza No. 410. **Tema 6.C.** Audiencia pública seguida de discusión y posible acción sobre todos y cada uno de los asuntos relacionados con la Enmienda al Texto Caso No. 2020-0794 y la Ordenanza No. 411. **Tema 6.D.** Audiencia pública seguida de discusión y posible acción sobre todos y cada uno de los asuntos relacionados con el caso de enmienda del texto No. 2020-0793 y la Ordenanza No. 412.

La ciudad recibirá comentarios públicos por correo electrónico: cityclerksoffice@sanluisaz.gov para consideración del Cabildo Municipal en cualquier momento antes de la reunión y durante la reunión, que está programada para comenzar a las 7:00 p.m. el Miercoles 10 de Febrero del 2021. Cualquier comentario por correo electrónico recibido se leerá en voz alta para ser documentado

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

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

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. PROCLAMATIONS

4. A. - Career Technical Education Month - February 2021

4. B. - SkillsUSA Week - February 7-13, 2021

4. C. - Future Business Leaders of America-Phi Beta Lambda - February 14-20, 2021

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

5. A. MINUTES OF
- Regular Council Meeting held January 13, 2021

5. B. DISBURSEMENTS FROM JANUARY 16, 2021 TO JANUARY 31, 2021
Total Disbursements $641,206.28
(Six-Hundred Forty-One Thousand, Two Hundred, Six Dollars and Twenty-Eight Cents)

5. C. Discussion and possible action on any all matters regarding Resolution No. 2154. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the entering into an intergovernmental agreement with the Arizona Department of Corrections Contract No. 21-030-26 for an Inmate Workforce. **(Lizandro Galaviz, Director of Parks and Recreation and Eulogio Vera, Director of Public Works)**

5. D. Discussion and possible action on any and all matters regarding award of contract to Kimley Horn and Associates, Inc. for the development of the Build Discretionary Grant Assistance. **(Jenny Torres, Economic Development Manager)**

5. E. Discussion and possible direction to staff on any and all matters regarding the approval and adoption of Order No. 2021-3. An order of the Mayor and City Council of the City of San Luis, Arizona to authorize the City of San Luis Police Department to receive funding for overtime and mileage by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Operation Stonegarden Grant Program Award - Overtime and Mileage between the State of Arizona through the Arizona Department of Homeland Security and the City of San Luis, Arizona through the San Luis Police Department. **(Richard Jessup, Chief of Police)**

5. F. Discussion and possible actions on any and all matters regarding the purchase of a new Self Contained Breathing Apparatus (SCBA) fill station. **(Angel Ramirez, Fire Chief)**

5. G. Discussion and action on any and all matters regarding Resolution No. 2153. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an Intergovernmental Agreement with the Yuma Union High School District #70 for joint athletic and recreational facilities use through the City's Parks and Recreation Department and San Luis High School. **(Lizandro Galaviz, Director of Parks and Recreation)**

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding Ordinance No. 409. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code Section 133.04 regarding Marijuana Establishments without a dual license with a Medical Marijuana Dispensary; repealing any conflicting provisions; providing for severability; and declaring an emergency**. (Kay Marion Macuil, City Attorney)**

A. Action on Reading of Ordinance No. 409 by title only
(City Clerk to read the ordinance by title only)
B. Action and adoption of Ordinance No. 409

6. B. Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2021-050 and Ordinance No. 410. An ordinance of the Mayor and City Council of San Luis, Arizona by amending Section 152.013 definitions and Section 152.225 Medical Marijuana to provide for the regulations of marijuana establishments and/or marijuana testing facilities; repealing conflicting provisions; and providing for severability; and declaring an emergency. **(Jose A. Guzman, Director of Planning & Zoning)**

A. Open public hearing
1. Staff presentation
2. Call to the Public on this item
B. Close public hearing
C. Action on Reading of Ordinance No. 410 by title only.
(Clerk to read the ordinance by title only)
D. Action on Ordinance No. 410

6. C. Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2020-0794 and Ordinance No. 411. An ordinance of the Mayor and City Council of San Luis, Arizona by amending Section 152.047(D)(1) of the San Luis City Code to change the submittal deadline for Major General Plan Amendment Applications; repealing conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Planning Zoning)**

A. Open public hearing
1. Staff presentation
2. Call to the Public on this item
B. Close public hearing
C. Action on Reading of Ordinance No. 411 by title only.
(Clerk to read the ordinance by title only)
D. Action on Ordinance No. 411

6. D. Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2020-0793 and Ordinance No. 412. An ordinance of the Mayor and City Council of San Luis, Arizona amending Section §152.243 to change the Required Parking by Land Use Type; repealing conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Planning and Zoning)**

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Reading of Ordinance No. 412 by title only.
   (Clerk to read the ordinance by title only)
D. Action on Ordinance No. 412

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

8. EXECUTIVE SESSION
Vote to hold an Executive Session pursuant to A.R.S. §§38-431.03(A)(3) and 38-431.03(A)(4)

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(3) and A.R.S.§38-431.03(A)(4) on any and all matters regarding contracts for the manganese filtration project at Well Site 7 for the purpose of discussion or consultation for legal advice or in order to consider the city's position and instruct its attorneys regarding these contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement in order to avoid or resolve litigation. **(Kay Marion Macuil, City Attorney)**

9. MOTION TO GO BACK INTO REGULAR SESSION

10. DISCUSSION AND POSSIBLE ACTION ITEM:

10. A. Discussion and possible action on any and all matters regarding a mediated settlement offer regarding Yuma County Superior Court Civil Case No. S1400 CV 2019 00321 concerning the manganese filtration system at Well Site 7. **(Kay Marion Macuil, City Attorney)**

11. ADJOURNMENT

PROCLAMATION

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

Meeting Date: 02/10/2021

Title:

- Career Technical Education Month - February 2021

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

Career and Technical Education Month
February 2021

WHEREAS, February 1-28, 2021 has been designated as Career and Technical Education Month by the Association for Career and Technical Education; and

WHEREAS, career and technical education offers students the opportunity to gain the academic, technical and employability skills necessary for true career readiness; and

WHEREAS, studens in career and technical education programs participate in authentic, meaningful experiences that improve the quality of their education and increase their engagement and achievement; and

WHEREAS, career and technical education provides students with career exploration opportunities earlier in their educational experience, which enables them to make informed and beneficial decisions about their academic coursework and pursue established programs of study and career pathways; and

WHEREAS, leaders from business and industry nationwide report increasing challenges related to addressing the skills gap and connecting qualified professionals with available careers in critical and growing CTE-related fields, including healthcare, energy, advanced manufacturing, cybersecurity and information technology; and

WHEREAS, career and technical education prepares students for these and other fulfilling careers by offering integrated programs of study that link secondary and postsecondary education and lead to the attainment of industry-recognized credentials; and

WHEREAS, career and technical education programs ensure that employers have access to qualified and thriving workforce, ensuring America is a strong competitive economy;

NOW, THEREFORE, I Gerardo Sanchez, Mayor of the City of San Luis, hereby proclaim February 2021 as Career and Technical Education Month, in the City of San Luis, Arizona and urge all citizens to become familiar with the services and benefits offered by the career and technical education programs in this community and to support and participate in these programs to enhance their individual skills and productivity.

PASSED AND ADOPTED this 10th day of February 2021.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 02/10/2021

Title:

- SkillsUSA Week - February 7-13, 2021

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

SkillsUSA Week
February 7-13, 2021

WHEREAS, February 7-13, 2021 has been designated by the SkillsUSA national association as SkillsUSA week; and

WHEREAS, profound economic and technological changes in our society are rapidly reflected in the structure and nature of work, thereby placing new and additional responsibilities on our educational system; and

WHEREAS, career and technical education provides students with a school-to-careers connection and is the backhoe of a strong, well-educated workforce, which fosters productivity in business and industry and contributes to our leadership in the national and international marketplace; and

WHEREAS, career and technical education gives high school students experience in practical, meaningful applications of basic skills such as reading, writing and mathematics, thus improving the quality of their education, motivating at-risk students and giving all students leadership opportunities in their fields and in their communities; and

WHEREAS, career and technical education offers individuals lifelong opportunities to learn new skills, which provide them with career choices and potential satisfaction; and

WHEREAS, the ever-increasing cooperative efforts of career and technical educators' business and industry stimulate the growth and vitality of our economy and that of the entire nation by preparing graduates for career fields forecast to experience the largest and fastest growth in the next decade;

WHEREAS, SkillsUSA – a national organization for students preparing for technical, skilled, and service occupations in high schools and colleges/technical schools – helps its members become world-class workers and responsible Americans; and

WHEREAS, SkillsUSA is preparing more than 365,000 students annually to be high-performance workers;

NOW, THEREFORE, I, Gerardo Sanchez, Mayor of the City of San Luis, do hereby proclaim the week of February 7-13, 2021 as SkillsUSA week in the City of San Luis and urge all its citizens to acquaint themselves with the purposes and activities of SkillsUSA and to give help and encouragement to the members who are working hard to achieve the goals that will make them outstanding skilled workers in our communities.

PASSED AND ADOPTED this 10th day of February 2021.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **4. C.**

Meeting Date: 02/10/2021

Title:

- Future Business Leaders of America-Phi Beta Lambda - February 14-20, 2021

Attachments

Proclamation

Presentation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

FBLA Week
February 14-20, 2021

WHEREAS, Future Business Leaders of America-Phi Beta Lambda is a nonprofit educational organization whose first chapter was established in Johnson City, Tennessee, in 1942; and

WHEREAS, this organization has grown now to encompass over 250,000 members and advisers nationwide in middle schools, high schools, colleges, universities, career and technical schools, and private business schools, and

WHEREAS, FBLA-PBL inspires and prepares students to become community-minded business leaders in a global society through relevant career preparation and leadership experiences; and

WHEREAS, members perform community service activities and strive to build a student's understanding of the realities of the modern business world; and

WHEREAS, FBLA teaches high school students basic business and leadership principles; and PBL helps university, college, technical, and business school students to make the transition from school to work;

NOW, THEREFORE, I, Gerardo Sanchez, Mayor of the City of San Luis, do hereby proclaim February 14-20, 201, as National FBLA-PBL Week in the City of San Luis, Arizona.

PASSED AND ADOPTED this 10th day of February 2021.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

SkillsUSA
ARIZONA

What is SkillsUSA?

SkillsUSA is a partnership of students, teachers, and industry working together to ensure America has a skilled workforce.



SkillsUSA Mission

To empower its members to become world-class workers, leaders, and responsible American citizens.

History and Partners

-SkillsUSA was nationally founded in 1965
-SkillsUSA Arizona was founded in 1967

-More than 600 business, industry, and labor organizations supporting us.
(Lowe's, Toyota, Carhartt)

Membership

SkillsUSA SY20/21 Membership = 934

In the past we've had regional, state and national officers from our very own district. In fact last year most of the state officer team and 2 of our national officers were from our Yuma Union High School District. And we will hopefully continue having more officers from our district in the years to come.

SkillsUSA Framework



-provides a common language for students to understand what they are gaining from SkillsUSA participation

-it centers on industry demands and it meets employers needs and provides true career readiness

-Creates a vision for SkillsUSA programs

Leadership Experiences!

- Fall Leadership Conference
- Washington Leadership Training Institute
- SkillsUSA on Ice
- Leadership Training Camp
- Regional Competition
- State Championships
- National Leadership and Skills Conference









My Leadership Journey!
















CTE OFFERS ALL THIS DURING HIGH SCHOOL





Competitions in a COVID Year

Regional Competition

-Online testing began on January and will be ending this week
-Qualifiers will be competing virtually starting this Saturday February 13, and will end in the beginning of March

State Championships

-Virtual tech events will be from February-March
-Virtual Leadership Events will be every Saturday that is left from the month of February
-Recognition Ceremony April 7th, newly elected state officers will be announced

National Leadership and Skills Conference

-Gold medalists advance to NLSC
-Virtual Competitions will be on June 2021
-We are waiting for more information on this from the National Office


FBLA
ARIZONA
Service
Education
Progress

What is FBLA?

Future Business Leaders of America is a nonprofit education association,it is the largest and oldest business student organization in the world! Over a quarter of a million high school and middle school students, college and university students, faculty, educators, administrators, and business professionals have chosen to be members of the premier business education association preparing students for careers in business!

FBLA GOALS

1. Develop competent, aggressive business leadership.
2. Strengthen the confidence of students in themselves and their work.
3. Create more interest in and understanding of American business enterprise.
4. Encourage members in the development of individual projects that contribute to the improvement of home and community.
5. Develop character, prepare for useful citizenship, foster patriotism.
6. Encourage and practice efficient money management.
7. Assist students in the establishment of occupational goals.
8. Facilitate the transition from school to work.
9. Encourage scholarship and promote school loyalty

“Everything an FBLA-PBL member accomplishes and achieves allows one to go higher... and therefore, we ASPIRE”

ASPIRE

Future Business Leaders of America – Phi Beta Lambda | 2020 – 2021

National Theme

State Theme

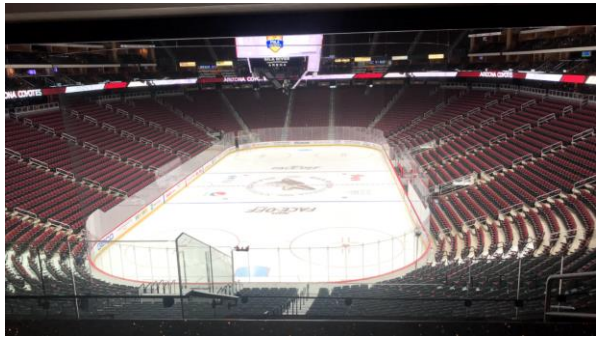


Leadership Experiences !

FBLA On Ice !

A day learning about the world of Sports Management! Members arrive at the Gila River Arena (home of the Phoenix Coyotes) where they begin a tour of the facility while learning all that goes into preparing the venue for events and games.





FBLA 20/21
Membership= 268





Flex Conference!

A day full of fun with a variety of workshops featuring leadership skills and business related topics. Members have the opportunity to attend a basketball game or an amusement park after the conference !

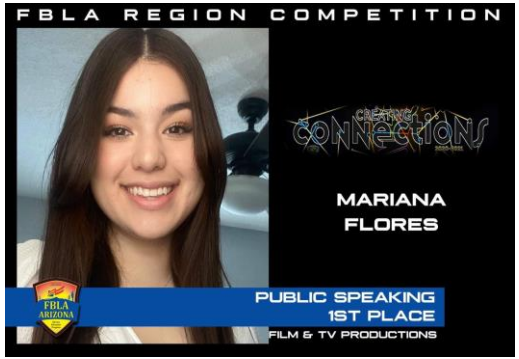


Regional Competitions!

Regional competitions are an opportunity to practice competitive events before the state competition. Team, individual, and online testing competitions are available



Regional Competitions 2021













State Competitions!

The State Leadership Conference is the premier conference on FBLA Arizona's schedule. Members participate in competitive events for the chance to advance to the National Leadership Conference.



My Leadership Journey !











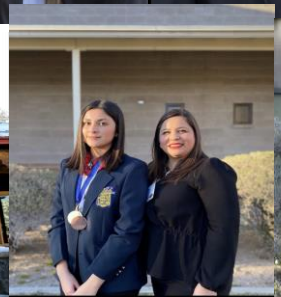

THEY WHO SEEK TO ESTABLISH
A SYSTEM OF GOVERNMENT BASED ON
THE REGIMENTATION OF ALL HUMAN
BEINGS BY A HANDFUL OF DICTATORS













Community Contribution

We would like to thank our City of San Luis Police Department for their continuous support during our student's skill application and growth. Our students have had the privilege of being mentored, guided and judged by several SLPD police officers and detectives during their Crime Scene Investigation for the past several years which has led our students to place at 1st and 2nd places during our annual Regional Competitions.





Thank You !

AGENDA ITEM REVIEW FORM

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

Meeting Date: 02/10/2021

Summary

MINUTES OF

- Regular Council Meeting held January 13, 2021

Attachments

1/13/2021 RCM

M I N U T E S
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
January 13, 2021
7:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:00 p.m.

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

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Matias Rosales
Council Member Mario Buchanan Jr.
Council Member Luis E. Cabrera
Council Member Africa Luna-Carrasco
Council Member Jose Ponce
Council Member Gloria Torres

OTHERS PRESENT: Tadeo A. De La Hoya, City Administrator
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Axcel Chayra, Information Technology Technician
Derek Dueñas, Manager of Information Technology
Glenn Gimbut, Assistant City Attorney
Jenny Torres, Economic Development Manager
Jorge Perez, Billing & Collections Manager
Jose L. Cisneros, Executive Assistant
Jose A. Guzman, Director of Planning & Zoning
Lizandro Galaviz, Director of Parks & Recreation
Marlene Lara, Government and Foreign Affairs Coordinator
Ralph Velez, City Consultant (remotely)
Richard Jessup, Chief of Police
Richard Bauemann, Fire Inspector

2. PLEDGE OF ALLEGIANCE

Mr. Richard Jessup, Chief of Police, led the Pledge of Allegiance.

3. INVOCATION

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

4. CONSENT AGENDA

4. A. MINUTES OF
- Work Session held December 2, 2020
- Regular Council meeting held December 9, 2020
- Special Council meeting held December 22, 2020

4. B. DISBURSEMENTS FROM DECEMBER 12, 2020 TO DECEMBER 31, 2020
Total Disbursements $913,242.44
(Nine Hundred Thirteen Thousand, Two Hundred, Forty-Two Dollars and Forty-Four Cents)

4.C. Discussion and possible action on any and all matters regarding a design contract for the new Fire station #2. (Angel Ramirez, Fire Chief)

4.D. Discussion and possible action on any and all matters regarding contracting CXT Incorporated for the Bienestar 9B restroom project. (Lizandro Galaviz, Director of Parks & Recreation)

MOTION: Council Member Gloria Torres/Council Member Gloria Torres to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Joe Ponce	Aye
Council Member Gloria Torres	Aye

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

5. A. Discussion and possible action on any and all matters regarding the appointment or re-appointment of members to serve on the Greater Yuma Port Authority (GYPA). (Tadeo A. De La Hoya, City Administrator)

Mr. Tadeo De La Hoya, City Administrator, explained that the term for the two (2) City of San Luis Representatives expires this month; the City Council appointed them in 2015. Currently, Vice Mayor Matias Rosales and Mr. Frank Rascon serve on this board, and they have expressed interest in continuing serving on the GYPA Board.

Council Member Luis Cabrera asked who Mr. Rascon is and to enhance on this board.

Vice Mayor Matias Rosales responded Mr. Rascon is a business owner; he owns Rascon Trucking at the Industrial Park. He added that the meetings are held once a month, they are open to the public and expanded on the GYPA.

MOTION: Council Member Luis Cabrera/Council Member Jose Ponce to appoint Matias Rosales and Frank Rascon to serve on the Greater Yuma Port Authority. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Joe Ponce	Aye
Council Member Gloria Torres	Aye

5. B. Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of the Liquor License application submitted to the Arizona Department of Liquor Licenses and Control by Theresa June Morse on behalf of Pizzas & Beer located at 1964 Cesar Chavez Boulevard #6, San Luis, Arizona. (Sonia Cornelio, City Clerk)

A. Open public hearing

MOTION: Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to open the public hearing. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Joe Ponce	Aye
Council Member Gloria Torres	Aye

1. Staff and/or applicant presentation

Mrs. Sonia Cornelio, City Clerk, explained that the City Clerk's Office received the application for Pizzas & Beer, and the Notice and application were posted at the proposed location for the sale of beer. She added that her office did not receive any comments in favor of or against the application. Staff recommends approval of the recommendation of the application.

2. Call to the public on this item

Mayor Gerardo Sanchez commented that this business has invested in San Luis Rio Colorado and Mexicali, they are now investing in San Luis, Arizona.

This is a competitive market, but he thinks it is going to be good. The city needs diversity and different businesses.

B. Close public hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Jose Ponce to close the public hearing. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Joe Ponce	Aye
Council Member Gloria Torres	Aye

C. Action on the recommendation of the Liquor License application to the Arizona Department of Liquor Licenses and Control for Pizzas & Beer.

MOTION: Council Member Gloria Torres/Council Member Mario Buchanan Jr. to recommend approval of liquor license application to the Arizona Department of Liquor Licenses and Control for Pizzas & Beer as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Joe Ponce	Aye
Council Member Gloria Torres	Aye

5.C. Public hearing followed by discussion and possible action on any and all matters regarding the recommendation of allowing delinquent water and wastewater accounts without or in breach of payment-plan agreements to be submitted to a collections service and charging the service's 20% collections commission to the account balance. (Jorge Perez, Billing & Collections Manager)

A. Open public hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to open the public hearing. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Joe Ponce	Aye
Council Member Gloria Torres	Aye

1. Presentation by staff and/or applicant

Ms. Kay Macuil, City Attorney, stated this item is to allow staff to add to the collection service the fee they would like to have. Since this is an increase in charges, it goes through this formal process.

2. Call to the public on this item

Mrs. Sonia Cornelio, City Clerk, mentioned that her office did not receive any comments in favor of or against this item. This public hearing was posted last Thursday.

Ms. Macuil stated that this was also posted on the city's website for 60 days.

B. Close public hearing

MOTION: Council Member Luis Cabrera/Council Member Jose Ponce to close the public hearing. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Joe Ponce	Aye
Council Member Gloria Torres	Aye

C. Action on allowing delinquent water and wastewater accounts without or in breach of payment-plan agreements to be submitted to a collections service and charging the service's 20% collections commission to the account balance.

MOTION: Council Member Luis Cabrera/Council Member Gloria Torres to approve water and wastewater accounts which either do not have a payment plan or are in breach of the payment plan to be submitted to a collections service and up to a 20% collection commission be charged to account balance. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Joe Ponce	Aye
Council Member Gloria Torres	Aye

5.D. Discussion and possible action on any and all matters regarding Resolution No. 2151. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring as a public record those certain documents filed with the City Clerk and entitled "NFPA 1, Fire Code 2018" and "City of San Luis Amendments to NFPA 1, Fire Code." (ITEM CONTINUED FROM SPECIAL COUNCIL MEETING HELD DECEMBER 22, 2020.) (Glenn J. Gimbut, Assistant City Attorney)

Mr. Glenn Gimbut, Assistant City Attorney, said that the purpose of this resolution is to declare the fire code a public record, three (3) copies are filed with the City Clerk, so it can be adopted as a public record which avoids staff a high cost in publication fees. By adopting this resolution, the City Council is not yet adopting the code.

MOTION: Council Member Jose Ponce/Council Member Luis Cabrera to approve Resolution No. 2151as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Joe Ponce	Aye
Council Member Gloria Torres	Aye

5.E. Discussion and possible action on any and all matters regarding Ordinance No. 405. An ordinance of the Mayor and City Council of The City of San Luis, Arizona, amending the San Luis City Code, Chapter 150 Building Regulations to adopt the NFPA 1, Fire Code 2018 and the City of San Luis Amendments to the NFPA 1, Fire Code 2018; repealing Section 150.008.1 in its entirety and renumbering sections 150.008.2 through 150.008.4 to conform thereto; amending Section 150.999 Penalty; repealing any conflicting provisions; and providing for severability. (ITEM CONTINUED FROM SPECIAL COUNCIL MEETING HELD DECEMBER 22, 2020.) (Angel Ramirez, Fire Chief and Ric Bauerman, Fire Inspector; Glenn Gimbut, Assistant City Attorney)

Mr. Glenn Gimbut, Assistant City Attorney, explained that the City Council had some questions about how this code would apply to existing buildings to include older buildings and sprinklers. There are grandfathered provisions in this code, but they operate a little differently than the zoning code. The grandfathered provisions of this code state specifically that unless otherwise specified by sections 1.3 to 4.1 to 113243…the current provisions of the current standards shall not apply to facilities, equipment structures, or installations that existed or were approved for construction before the effective date of this code. With respect to sprinklers, when a building changes occupancy, which would tripwire the sprinkler provisions. This code allows, like all building codes, they are goal-related, and there are provisions that allow the Fire Prevention Division to be able to accept alternatives that achieve safety.

Mr. Rick Bauermann, Fire Inspector, stated that to retrofit on any existing building is double the cost of a brand new building with sprinklers, and the Fire Department/Fire Prevention Divison realizes that and works with the community to make adjustments to the building to become more compliant, that may be asking perhaps for wireless smoke detectors with an alarm system.

Mr. Angel Ramirez, Fire Chief, added that they are there to provide safety for the Fire Department/Fire Prevention Divison, but they also work with its community. The Fire Department/Fire Prevention Division is not trying to hinder the community from trying to expand or trying to fulfill a dream.

Vice Mayor Matias Rosales said that his two (2) concerns are those buildings that fall below 500 square feet when other cities are doing 1,000 square feet. He wishes that staff would go to 1,000 square feet. Now the city counts with staff that understands and accept alternatives, but what about when there is a change of staff, and they do not understand that…he wanted to make sure all this is in writing. He asked if staff confirmed the size of the building if 500 square feet or 1,000 square feet would be the norm, especially for older downtowns.

Mr. Bauermann responded that the older downtown area is all mercantile, so there normally is not a change of occupancy, therefore that would not justify anything. The only time that it may justify it is they have somebody comes in with hazardous materials.

A. Action on Reading of Ordinance No. 405 by title only

MOTION: Council Member Jose Ponce/Council Member Mario Buchanan Jr. to approve reading of Ordinance No. 405 by title only. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Joe Ponce	Aye

Council Member Gloria Torres Aye

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 405 by title only.

B. Action on Ordinance No. 405

MOTION: Council Member Jose Ponce/Council Member Mario Buchanan Jr. to approve and adopt Ordinance No. 405 as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Joe Ponce	Aye
Council Member Gloria Torres	Aye

5.F. Discussion and possible action on any and all matters regarding Ordinance No. 406. An ordinance of the Mayor and City Council of the City of San Luis adding a subsection titled "Payback Agreements" to the San Luis City Code Building Regulations Chapter 150. (Glenn J. Gimbut, Assistant City Attorney)

Mr. Glenn Gimbut, Assistant City Attorney, mentioned that the city currently entered into a payback agreement with Riedel Holdings, LLC for County 23 ½ Street, which required the city to develop and put in place an ordinance that would provide a payback. He added that he did some research and found an ordinance from Scottsdale's City, for where he modeled the city's proposed ordinance. He explained that this ordinance would allow the city to have a program for payback agreements and create provisions for payback agreements for infrastructure development.

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

A. Action on Reading of Ordinance No. 406 by title only

MOTION: Council Member Luis E. Cabrera/Council Member Jose Ponce to approve the reading of Ordinance No. 406 by title only. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye

Council Member Joe Ponce	Aye
Council Member Gloria Torres	Aye

Ms. Sonia Cornelio, City Clerk, read Ordinance No. 406 by title only.

B. Action on Ordinance No. 406

MOTION: Council Member Gloria Torres/Council Member Mario Buchanan Jr. to approve and adopt Ordinance No. 406, as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Joe Ponce	Aye
Council Member Gloria Torres	Aye

5.G. Discussion and possible action regarding Ordinance No. 407. An Ordinance of the Mayor and City Council of the City of San Luis Arizona Amending the City Code Section 112.99 establishing a minimum fine in the "Border Area" for conducting taxicab business on public property not designated as a border area taxi stand or border area waiting stand.; repealing any conflicting provisions; providing for severability; and imposing a penalty (Kay Marion Macuil, City Attorney)

Council Member Mario Buchanan Jr. declared a possible conflict of interest on items 5.G., 5.H., and 5.I. and abstained from voting.

Ms. Kay Marion Macuil, City Attorney, informed that this item was discussed during the January 6, 2021, Work Session. She mentioned that this ordinance is for a parking fine in the amount of a minimum of $250 for taxi companies parked in public parking.

Vice-Mayor Matias Rosales asked Ms. Macuil if a person calls for taxi service and requests to be pick up in private property, will this be considered a violation of Ordinance No. 407.

Ms. Macuil replied that the city does not control private properties and taxis can pick up people on private property, the problem would be to pick up a passenger in public parking.

Mr. Richard Jessup, Chief of Police, explained that picking up pedestrians on the road is currently not the problem; he mentioned that currently, the problem is that taxi cabs were set up at the parking meters on Urtuzuastegui Street between Main and William Brooks Streets. He mentioned that this ordinance would apply when those taxi cabs are set up doing business on any parking meter or curb.

This ordinance will allow the Police Department to enforce the minimum fine. He mentioned that the city removed the five (5) public parking meters and moved the loading and unloading site.
There were no comments and/or questions from the Mayor and members of the City Council.

A. Action on Reading of Ordinance No. 407 by title only

Ms. Macuil mentioned that Council Member Mario Buchanan Jr. does not have a legal conflict of interest under the open meeting law; if there a concern from him, abstaining will be appropriate for him.

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve reading of Ordinance No. 407 by title only. Motion passed with 6 ayes and 1 abstention from Council Member Mario Buchana Jr.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Abstain
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Joe Ponce	Aye
Council Member Gloria Torres	Aye

Ms.Sonia Cornelio, City Clerk, read Ordinance No. 407 by title only.

B. Action on Ordinance No. 407

MOTION: Council Member Jose Ponce/Council Member Luis Cabrera approve and adopt Ordinance No. 407. Motion passed with 6 ayes and 1 abstention vote from Council Member Mario Buchanan Jr.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Abstain
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Joe Ponce	Aye
Council Member Gloria Torres	Aye

5.H. Discussion and possible action regarding Ordinance No. 408. An Ordinance of the Mayor and City Council of the City of San Luis Arizona Amending the City Code Chapter 112 setting the Border Area Taxi Vehicle Permit Fee by resolution and making minor corrections to the City Code; repealing any conflicting provisions; and providing for severability. (Kay Marion Macuil, City Attorney)

Ms. Kay Marion Macuil, City Attorney, informed that Ordinance No. 408 put into ordinance the $24.00 fee passed in December 2020 for the Border Area Taxis permit fee, which will be imposed 2022. This fee will be set by resolution rather than by ordinance. She added that this ordinance also does minor corrections to the City Code.

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

A. Action on Reading of Ordinance No. 408 by title only

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve reading of Ordinance No. 408 by title only. Motion passed with 6 ayes and 1 abstention vote from Council Member Mario Buchana Jr.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Abstain
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Joe Ponce	Aye
Council Member Gloria Torres	Aye

Ms. Sonia Cornelio, City Clerk, read Ordinance No. 408 by title only.

B. Action on Ordinance No. 408

MOTION: Council Member Jose Ponce/Council Member Gloria Torres to approve and adopt Ordinance No. 408. Motion passed with 6 ayes and 1 abstention vote from Council Member Mario Buchanan Jr.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Abstain
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Joe Ponce	Aye
Council Member Gloria Torres	Aye

5.I. Discussion and possible action regarding Resolution No. 2152. A resolution of the Mayor and City Council of the City of San Luis, Arizona, setting the Border Area Taxi Vehicle Permit Fee; repealing any conflicting provisions; providing for severability; establishing an effective date; and declaring an emergency. (Kay Marion Macuil, City Attorney)

Ms. Kay Marion Macuil, City Attorney, informed that Ordinance No. 408 set the fee by resolution, this is the resolution to set the fee at $24.00 and extends the fee through the end of December 2021.

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

MOTION: Mayor Gerardo Sanchez/Council Member Jose Ponce to approve Resolution No. 2152. Motion passed with 6 ayes and 1 abstention vote from Council Member Mario Buchana Jr.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Abstain
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Joe Ponce	Aye
Council Member Gloria Torres	Aye

6. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez informed that the city started a vaccination campaign against COVID-19, the Yuma County started vaccinating for COVID-19, but San Luis and Somerton residents are not being seen, as there is a registration process to make an appointment. He mentioned that the city would help the community schedule their appointments to vaccinate as many community members as possible. He asked each Council Member to join this campaign as every resident must get vaccinated. He added that this would be a non-stop campaign where volunteers will be needed.

Council Member Luis E. Cabrera commented that San Luis residents had approached him to find out if it is possible to get the vaccine in San Luis. He mentioned that Walmart would be administering the vaccines, but currently, there is no set date.

Mayor Gerardo Sanchez replied that he is currently working on that matter with the State of Arizona and the Yuma Regional Medical Center and utilized the Fernando Padilla to provide that service.

Council Member Africa Luna-Carrasco thanked Mayor Gerardo Sanchez for doing this for the community.

Council Member Jose Ponce asked Mayor Gerardo Sanchez if the COVID-19 testing will continue to be provided to the community.

Mayor Gerardo Sanchez replied that testing would continue and mentioned that San Luis needs rapid testing, from which he will advocate for that type of testing.

Council Member Luis E. Cabrera informed that he addresses school closures and funding while listening to the State of the State Address from the Arizona governor. He mentioned that teachers are upset because of what was said and all agree that all schools shall remain hybrid.

Mayor Gerardo Sanchez commented that he has met with Kay Marion Macuil, City Attorney. He mentioned that city, with the backup of local officials and schools, will challenge this decision, as this is not fair for the community.

Council Member Jose Ponce informed that the VITA program would soon start helping the community to file their income taxes for free.

Council Member Africa Luna-Carrasco informed that she attended the Yuma County Board of Trustees meeting. She mentioned that they are currently planning the 100th anniversary.

Mr. Tadeo A. De La Hoya, City Administrator, mentioned that as the city has started campaigning on the COVID-19 vaccines, he would like to ask residents not to wait until their employees start vaccinating. Everyone is invited to schedule their appointments online through the Yuma County Health Department portal.

Vice-Mayor Matias Rosales thanked staff for the continued support of the #MaskUpSanLuis, for going international, and requesting support from San Luis Rio Colorado, Sonora, Mexico.

7. ADJOURNMENT

MOTION: Mayor Gerardo Sanchez/Council Member Jose Ponce to adjourn the Regular Council meeting at approximately 8:08 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Joe Ponce	Aye
Council Member Gloria Torres	Aye

APPROVED:

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on January 13, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

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

Meeting Date: 02/10/2021

Summary

DISBURSEMENTS FROM JANUARY 16, 2021 TO JANUARY 31, 2021

Total Disbursements $641,206.28

(Six-Hundred Forty-One Thousand, Two Hundred, Six Dollars and Twenty-Eight Cents)

Attachments

Disbursements

City of San Luis
Finance Department

COUNCIL MEETING FEBRUARY 10, 2021
Disbursement Report from 1/16/2021 TO 1/31/2021

Bank Accounts	Check Date	Amount	Schedule
Payroll Check Account	1/19/2021	$ 340,456.53	Schedule A
Accounts Payable Check Account	1/21/2021	$ 29,742.45	Schedule B
Accounts Payable Check Account	1/28/2021	$ 271,007.30	Schedule C

Total Disbursements: **$ 641,206.28**

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

Prepared by Angelica V. Castro: Angelica V Castro

Verified by Director of Finance: Monica Castro

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
2021 FEB -2 P 2:16
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Schedule A

Pay Day Register

Pay Date Range 01/02/21 - 01/15/21
Pay Batch 202102

PSPRS FIRE DB RATE - TIER 3	3,209.65	32,290.12
PSPRS FIRE DC RATE - TIER 3	175.47	1,949.67
PSPRS FIRE DISABILITY RATE	27.49	1,949.67
PSPRS POLICE DB RATE - TIER	3,052.20	39,898.30
PSPRS POLICE DB RATE - TIER	2,418.39	20,758.70
PSPRS POLICE DB RATE - TIER 2	888.47	7,626.34
PSPRS POLICE DB RATE - TIER 3	1,932.46	19,441.18
STANDARD LIFE ADDTNL	995.18	.00
TRANSWESTERN MEXICAN	96.76	.00
U.S. MEX DENTAL - EE &	595.37	.00
U.S. MEX DENTAL - EE &	123.18	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	691.74	.00
US & MEX HEALTH = C	5,408.92	.00
US & MEX HEALTH = FAMILY	6,967.68	.00
US & MEX HEALTH = SP	1,138.72	.00
VSP - VISION FAMILY	700.92	.00
Net	$340,456.53 ✓	

Workers' Comp		Gross Base
ANIMAL CONTROL OFFICERS	60.20	2,675.57
ATTORNEY- ALL & CLERICAL-	73.55	33,433.75
AUTO SERVICE/ REPAIR	256.08	9,178.88
BUILDING- NOC OPER BY	1,089.39	30,093.14
BUS COMPANY AND DRIVERS	98.79	1,789.80
CLERICAL OFFICE/ LIBRARY/	267.95	111,643.63
Electrician	60.68	1,932.40
FIREFIGHTERS & DRIVERS	5,043.81	115,154.75
GARBAGE/ ASH/ REFUSE	280.10	4,481.60
MUNICIPAL/ TOWN/	90.64	5,179.00
PARKS- NOC ALL EMPLOYEES	566.70	18,280.35
POLICE OFFICERS	4,094.80	93,488.03
RECREATION- ALL EMPLOYEES/	227.99	16,639.94
SEWAGE DISPOSAL/ PLANT	618.55	17,981.75
Street or Road Construction	1,926.72	23,993.65
WATERWORKS OPERATIONS	537.24	15,482.63
Total	$15,293.19	

Direct Deposits	Amount
1st Bank Yuma	28,240.99
ACADEMY BANK	2,926.83
Bank of America	1,381.03
Bankcorp	150.00
Charles Sch	200.00
Chase Bank	163,657.15
CHASE BANK CA	963.53
chase centro	1,034.90
chase online	276.61
Federal Credit Union	36,173.88
FF CREDIT UNION	2,263.58
FIREFIGHTER FIRST CREDIT UNION	3,981.59
FIRST NATIONAL BANK TEXAS	1,549.04
GREEN DOT BANK	398.71
MIT FEDERAL CREDIT UNION	386.52
National Bank	2,291.02
Navy Federal	18,932.05
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	647.24
Sunbank	1,128.48
USAA FEDERAL SAVING	2,215.88
WASHINGTON FEDERAL	929.59

Monica Casho

Prepared by:
Debora Luna
Date:

Pay Day Register

Pay Date Range 01/02/21 - 01/15/21
Pay Batch 202102

Wells Fargo	69,277.34
WELLS FARGO CA	1,330.57
Total	$340,456.53
Check	$0.00

Schedule B

City of San Luis

Payment Register

From Payment Date: 1/18/2021 - To Payment Date: 1/21/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
96762	01/21/2021	Open			Accounts Payable	YUMA SUN INC	$200.67		
Type Check Totals:					27 Transactions		$29,742.45		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	27	$29,742.45	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	27	$29,742.45	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	27	$29,742.45	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	27	$29,742.45	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**27**	**$29,742.45**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**27**	**$29,742.45**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**27**	**$29,742.45**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**27**	**$29,742.45**	**$0.00**

Prepared By: Maggie Dominguez
Date: 1/21/21

Miguel Ramirez
01/21/2021

City of San Luis

Payment Register

From Payment Date: 1/18/2021 - To Payment Date: 1/21/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
96736	01/19/2021	Open			Accounts Payable	MARKETING DESIGN AND PRINTING	$956.55		
96737	01/21/2021	Open			Accounts Payable	BALSINO, PETER, M	$6.85		
96738	01/21/2021	Open			Accounts Payable	CHARGO PA, GURSTEL	$26.95		
96739	01/21/2021	Open			Accounts Payable	FOP/ALC	$375.00		
96740	01/21/2021	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$375.00		
96741	01/21/2021	Open			Accounts Payable	STANDARD INSURANCE COMPANY	$8,976.71		
96742	01/21/2021	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$3,644.95		
96743	01/21/2021	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
96744	01/21/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$103.50		
96745	01/21/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,025.00		
96746	01/21/2021	Open			Accounts Payable	ALSCO, INC	$45.53		
96747	01/21/2021	Open			Accounts Payable	APS/CLAIM #414-1352-AH	$50.00		
96748	01/21/2021	Open			Accounts Payable	AUTOZONE STORES, INC	$1,818.55		
96749	01/21/2021	Open			Accounts Payable	BILL ALEXANDER FORD	$2,044.05		
96750	01/21/2021	Open			Accounts Payable	CITY OF YUMA	$80.39		
96751	01/21/2021	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	$1,176.64		
96752	01/21/2021	Open			Accounts Payable	FERTIZONA-YUMA L.L.C.	$1,707.39		
96753	01/21/2021	Open			Accounts Payable	FISHER CHEVROLET - PARTS	$632.70		
96754	01/21/2021	Open			Accounts Payable	FISHER CHRYSLER	$1,652.25		
96755	01/21/2021	Open			Accounts Payable	NAVARRO, CAROLINE	$42.51		
96756	01/21/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	$3,103.51		
96757	01/21/2021	Open			Accounts Payable	SAN LUIS AZ ROTARY CLUB	$153.00		
96758	01/21/2021	Open			Accounts Payable	SKY VALLEY EQUIPMENT LLC	$297.50		
96759	01/21/2021	Open			Accounts Payable	STC SAFETY TRAINING & CONSULTATION	$617.25		
96760	01/21/2021	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	$516.00		
96761	01/21/2021	Open			Accounts Payable	YUMA COUNTY ADMINISTRATION	$100.00		

Schedule C

City of San Luis

Payment Register

From Payment Date: 1/25/2021 - To Payment Date: 1/28/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
96848	01/28/2021	Open			Accounts Payable	WILLDAN FINANCIAL SERVICES	$7,000.00		
96849	01/28/2021	Open			Accounts Payable	YUMA OFFICE EQUIPMENT	$1,886.54		
96850	01/28/2021	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	$283.42		
96851	01/28/2021	Open			Accounts Payable	YUMA TRUCK PARTS	$4,264.34		
96852	01/28/2021	Open			Accounts Payable	YUMA WINNELSON CO.	$3,336.20		
Type Check Totals:					90 Transactions		$271,007.30		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	$271,007.30	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	90	$271,007.30	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	$271,007.30	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	90	$271,007.30	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**90**	**$271,007.30**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**90**	**$271,007.30**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**90**	**$271,007.30**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**90**	**$271,007.30**	**$0.00**

Prepared By:
Maggie Dominguez
Date: Maggie D. 1/28/21

Miguel Ramirez
01/28/2021

City of San Luis

Payment Register

From Payment Date: 1/25/2021 - To Payment Date: 1/28/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
96763	01/25/2021	Open			Accounts Payable	ARIZONA SUPREME COURT	$300.00		
96764	01/26/2021	Open			Accounts Payable	DUFFY, ROBERT	$457.25		
96765	01/27/2021	Open			Accounts Payable	YUMA COUNTY PUBLIC HEALTH	$2,459.00		
96766	01/28/2021	Open			Accounts Payable	ALSCO, INC	$743.73		
96767	01/28/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	$88.59		
96768	01/28/2021	Open			Accounts Payable	AMBERLY'S PLACE	$10,500.00		
96769	01/28/2021	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	$3,027.74		
96770	01/28/2021	Open			Accounts Payable	AMERICAN PLANNING ASSOCIATION	$380.00		
96771	01/28/2021	Open			Accounts Payable	ANDERSON HYDRAULICS	$359.23		
96772	01/28/2021	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$450.00		
96773	01/28/2021	Open			Accounts Payable	ARCIGA, CARLOS	$150.00		
96774	01/28/2021	Open			Accounts Payable	AUTOZONE STORES, INC	$98.41		
96775	01/28/2021	Open			Accounts Payable	AYALA, ARTURO	$400.00		
96776	01/28/2021	Open			Accounts Payable	BINGHAM EQUIPMENT CO	$29.25		
96777	01/28/2021	Open			Accounts Payable	BIOLOGICAL SOLUTIONS LLC	$3,661.25		
96778	01/28/2021	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$4,262.40		
96779	01/28/2021	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	$35.78		
96780	01/28/2021	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$4,323.09		
96781	01/28/2021	Open			Accounts Payable	BTE BODY COMPANY INC	$6,457.98		
96782	01/28/2021	Open			Accounts Payable	CDWG	$19,244.23		
96783	01/28/2021	Open			Accounts Payable	CENTRAL ARIZONA CHAPTER OF ICC	$200.00		
96784	01/28/2021	Open			Accounts Payable	CENTURYLINK	$6,006.14		
96785	01/28/2021	Open			Accounts Payable	CENTURYLINK	$1,338.07		
96786	01/28/2021	Open			Accounts Payable	CHIN, GLORIA REBECCA	$1,350.00		
96787	01/28/2021	Open			Accounts Payable	CITY OF YUMA	$26,925.98		
96788	01/28/2021	Open			Accounts Payable	CORNEJO, LAURA	$130.08		
96789	01/28/2021	Open			Accounts Payable	DANA-KEPNER COMPANY INC.	$23,310.00		
96790	01/28/2021	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$245.00		
96791	01/28/2021	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$335.00		
96792	01/28/2021	Open			Accounts Payable	GILA ELECTRONIC	$6,051.50		
96793	01/28/2021	Open			Accounts Payable	GONZALEZ, KAROLINA	$140.86		
96794	01/28/2021	Open			Accounts Payable	GONZALEZ RENTERIA, JESSICA	$500.00		
96795	01/28/2021	Open			Accounts Payable	GOVERNMENTJOBS.COM, INC	$2,500.00		
96796	01/28/2021	Open			Accounts Payable	GREEN RUBBER- KENNEDY AG	$620.66		
96797	01/28/2021	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$1,366.00		
96798	01/28/2021	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$6,298.80		
96799	01/28/2021	Open			Accounts Payable	HOPPSTETTER'S OFFICE CITY	$895.46		
96800	01/28/2021	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	$9,297.10		
96801	01/28/2021	Open			Accounts Payable	IMAGE TREND, INC	$1,969.65		
96802	01/28/2021	Open			Accounts Payable	IPS GROUP INC	$547.71		
96803	01/28/2021	Open			Accounts Payable	ISCA, INC	$500.00		
96804	01/28/2021	Open			Accounts Payable	JOHN DEERE COMPANY	$23,797.25		

City of San Luis

Payment Register

From Payment Date: 1/25/2021 - To Payment Date: 1/28/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
96805	01/28/2021	Open			Accounts Payable	LIFE-ASSIST, INC.	$2,931.71		
96806	01/28/2021	Open			Accounts Payable	LOWE'S HIW, INC.	$729.85		
96807	01/28/2021	Open			Accounts Payable	MAGU ENTERPRISE	$1,200.00		
96808	01/28/2021	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	$291.54		
96809	01/28/2021	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	$40.00		
96810	01/28/2021	Open			Accounts Payable	NEW BORDER TACTICAL, INC.	$4,039.00		
96811	01/28/2021	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	$169.12		
96812	01/28/2021	Open			Accounts Payable	OFFICE DEPOT	$3,562.06		
96813	01/28/2021	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	$6,459.00		
96814	01/28/2021	Open			Accounts Payable	PACIFIC MEDICAL WASTE	$74.88		
96815	01/28/2021	Open			Accounts Payable	PENN NEON SIGN CO., INC.	$4,921.91		
96816	01/28/2021	Open			Accounts Payable	PINNACLE MEDICAL GROUP, AZ-P.C	$100.00		
96817	01/28/2021	Open			Accounts Payable	POLAR COOLING LLC	$367.50		
96818	01/28/2021	Open			Accounts Payable	PPEP INC.	$7,500.00		
96819	01/28/2021	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	$2,413.00		
96820	01/28/2021	Open			Accounts Payable	PREPAID LEGAL SERVICES	$112.60		
96821	01/28/2021	Open			Accounts Payable	QUINONES TIRES LLC	$10.00		
96822	01/28/2021	Open			Accounts Payable	QUINONEZ, FRANCISCO	$855.00		
96823	01/28/2021	Open			Accounts Payable	RDO EQUIPMENT CO.	$236.07		
96824	01/28/2021	Open			Accounts Payable	REAL PURIFIED WATER LLC	$56.02		
96825	01/28/2021	Open			Accounts Payable	ROBLES, BYANCA	$1,000.00		
96826	01/28/2021	Open			Accounts Payable	RUSH TRUCK CENTER	$912.24		
96827	01/28/2021	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	$3,540.27		
96828	01/28/2021	Open			Accounts Payable	SHERWIN WILLIAM	$69.62		
96829	01/28/2021	Open			Accounts Payable	SIMS MACKIN, LTD.	$420.00		
96830	01/28/2021	Open			Accounts Payable	SMITH, RALPH E. SR.	$560.00		
96831	01/28/2021	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	$16,573.37		
96832	01/28/2021	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$3,948.78		
96833	01/28/2021	Open			Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC	$714.08		
96834	01/28/2021	Open			Accounts Payable	SPECIALTY SEWING SENTER, INC.	$3,316.13		
96835	01/28/2021	Open			Accounts Payable	STANDARD INSURANCE CO.	$2,026.95		
96836	01/28/2021	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	$1,371.33		
96837	01/28/2021	Open			Accounts Payable	STORE SUPPLY WAREHOUSE, LLC	$1,836.69		
96838	01/28/2021	Open			Accounts Payable	SUN GRAPHICS	$119.25		
96839	01/28/2021	Open			Accounts Payable	TEXAS LIFE INSURANCE COMPANY	$570.75		
96840	01/28/2021	Open			Accounts Payable	THE PIN CENTER	$751.00		
96841	01/28/2021	Open			Accounts Payable	THE ROACH PEST CONTROL	$70.00		
96842	01/28/2021	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$1,059.41		
96843	01/28/2021	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	$193.50		
96844	01/28/2021	Open			Accounts Payable	TRUCKMATES LLC	$93.79		
96845	01/28/2021	Open			Accounts Payable	ULINE, INC.	$97.81		
96846	01/28/2021	Open			Accounts Payable	US POST MASTER	$2,771.73		
96847	01/28/2021	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	$4,397.65		

AGENDA ITEM REVIEW FORM

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

Meeting Date: 02/10/2021

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any all matters regarding Resolution No. 2154. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the entering into an intergovernmental agreement with the Arizona Department of Corrections Contract No. 21-030-26 for an Inmate Workforce. **(Lizandro Galaviz, Director of Parks and Recreation and Eulogio Vera, Director of Public Works)**

SUMMARY:

Public Works and Parks and Recreation, from time to time, need an additional workforce to support the maintenance of city properties and projects (typically road litter clean up and parks landscaping maintenance). The Intergovernmental Agreement with the Arizona Department of Corrections for work crews through the local Arizona State Prison Complex expired at the end of June. Staff wishes to renew the Intergovernmental Agreement for a five-year term and have it ready to go when the COVID-19 pandemic is no longer a safety concern for both the inmate and city workforces. With N95 mask respirators supply still unreliable or unaffordable, it may be a while before the city is able to safely utilize the inmate workforce.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2154.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	HURF & City
TOTAL:	As Needed
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See explanation below

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

Accounts used for this contract are:

HURF 200-210-80000 and
Parks 100-144-80000

The city is not obligated to use the inmate workforce. The contract allows the city to use the inmate workforce if it wants to do so. There is a cost of fifty cents ($0.50) per hour per inmate for work performed. The city provides equipment, supervision, mileage for work crew transportation, and liability insurance.

Attachments

Resolution No. 2154

IGA Inmate Workforce

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2154

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF CORRECTIONS CONTRACT NO. 21-030-26 FOR AN INMATE WORKFORCE.

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

Section 1. It is deemed in the City of San Luis and its residents' best interest that the city enter into an Intergovernmental Agreement with the Arizona Department of Corrections for an inmate workforce.

Section 2. A true copy of the Intergovernmental Agreement, Arizona Department of Corrections Contract # 21-030-26 is incorporated herein as though set forth again in full.

Section 3. The Mayor and City Manager are authorized and directed to execute said Intergovernmental Agreement for and on behalf of the City of San Luis and the City Clerk to attest the same.

Section 4. City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Section 5. The San Luis City Clerk and the City Clerk's designee are authorized and directed to deliver this Intergovernmental Agreement to the Arizona Department of Corrections and to maintain a fully executed Intergovernmental Agreement in the official files of the City Clerk.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____day of February 2021

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1645 West Jefferson Street, Mail Code 55302
Phoenix, Arizona 85007-3002

INMATE WORK CONTRACT

This **Contract** is entered into between **City of San Luis**, hereinafter referred to as the **Contractor**, and the Director of the **Arizona Department of Corrections**, for and on behalf of its **Arizona State Prison Complex – Yuma**, hereinafter known as the **Department**.

This document, including the Scope of Services, Special Terms and Conditions, Standard Work Provisions, any addendums, attachments or modifications, shall constitute the entire Contract between the parties and supersedes all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Contract.

CITY OF SAN LUIS **FEDERAL TAX I.D. #860376164**		**ARIZONA DEPARTMENT OF CORRECTIONS**	
Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
Tadeo A. De La Hoya Typed Name		**Denel Pickering** Typed Name	
City Manager Typed Title		Chief Procurement Officer Typed Title	
1090 E. Union Street San Luis, Arizona 85349 Address		1645 West Jefferson Street Phoenix, Arizona 85007-3002 Address	

Additional Signatures as Applicable

Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
Gerardo Sanchez Typed Name		Typed Name	
Mayor Typed Title		Typed Title	

Prepared by: Keith Montoya, Senior Procurement Specialist
Date: October 6, 2020

WITNESSETH

WHEREAS, the Department is duly authorized by A.R.S. § 41-1604, et seq.; § 31-252 and § 31-254, to execute and administer contracts and;

WHEREAS, the Contractor is authorized by A.R.S. § 9-240 to enter into agreements for services, and;

WHEREAS, the Department desires to implement the requirement that each able-bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment, and;

WHEREAS, the Director of the Department has the authority to maintain and administer facilities and programs as may be required for the custody, control and rehabilitation of all inmates committed to the Department, and;

WHEREAS, the Director of the Department may authorize inmate work crews to perform acceptable tasks in any part of the State, and;

WHEREAS, the Contractor has a need for a labor force to support its normal property maintenance and construction projects, and;

WHEREAS, the Department is able to supply an inmate labor pool to support this work program for its Arizona State Prison Complex – Yuma, as identified herein.

NOW, THEREFORE, the Department and the Contractor do hereby agree as follows:

1 THE CONTRACTOR AGREES:

1.1 To provide necessary tools/equipment, drinking water, sanitary facilities and any special clothing required to accomplish work assignments.

1.2 To appoint a work crew leader who may provide both technical and job supervision as necessary. Appointed supervisors shall abide by and put into operational practice the Standard Work Provision for Inmate Work Programs utilizing On-Site Correctional Officer Supervision included as Attachment #1 of this contract.

1.2.1 Technical supervision means the Contractor shall provide staff who know the types of work tasks to be accomplished and correct way to complete each task. Technical supervisors teach assigned inmates how to complete their job assignments.

1.2.2 Job supervision means that Contractor personnel shall remain with assigned inmates for the length of the work day to ensure inmates are supervised and accounted for, and report results to the Department liaison. If an inmate fails to remain at the work site, if an inmate becomes ill at the work site and needs to be returned to the prison and if an inmate poses security concerns, the liaison shall be contacted immediately.

1.3 To obtain the Department's written approval for the Contractor's technical supervisor prior to initiation of this contract.

1.3.1 Subsequent to Contract initiation, should the Contractor's technical supervisor(s) change, the Contractor shall notify the Department at least two (2) workdays prior to the impending change to permit completion of the Department's approval process.

1.3.2 If prior notice is not possible, the Department may withhold the inmate work crew from

further service until the necessary approval process is completed.

1.4 To provide, if applicable, pesticide protection and Hazardous Material Training (HAZMAT) for inmates prior to initiating the work activities described in this Contract.

1.4.1 The Contractor shall comply with the Site Safety and Health Plan included as Attachment #2 of this contract.

1.4.2 Inmates shall not be allowed to be present while hazardous materials, inclusive of pesticides, are being used or applied. Pursuant to the Arizona Office of Pest Management, no inmate shall be allowed to handle or to apply pesticides. However, all hazardous materials (inclusive of pesticides), if stored and/or used on this site, and while ADC staff and/or inmates are present, require they be trained to recognize such hazardous materials and relative adverse medical signs and symptoms associated with the chemical, in accordance with the federal chemical "Right-to-Know Act" (SARA Title III).

1.5 To provide a working environment which meets the requirements of the Occupational Safety and Health Act (OSHA), Safety and Health Standards for General and or Construction Industry, 29 CFR Part 1910 and 1926, as adopted by the State of Arizona.

1.6 To provide emergency first aid for minor injuries or to contact the nearest medical provider to assist if more extensive first aid services are needed.

1.7 The Contractor shall follow all Department Orders (DO's), and Director's Instructions (DI's), i.e. drug-free workplace, grooming code, etc. The policies, procedures, DO's, and DI's are available on the following web site www.azcorrections.gov.

1.8 To designate a staff member who shall serve as liaison between the Contractor and the Department. The Contractor shall ensure that the Department is given the name and phone number/extension of the contact person.

1.9 To notify the Department 24 hours prior to necessity should workload require inmates to stay beyond their normal work hours. Said notice shall be provided by contacting the Department's institution contact person.

1.10 To assign work hours, work location(s), and job assignments subject to the concurrence of the Department. Work sites shall be confined to locations which are within the Contractor's authority to manage, maintain and finance.

1.11 To allocate sufficient time from job responsibilities to allow Contractor's staff assigned to this work program to attend mandatory training given by the Department prior to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this program must receive Department training prior to assuming work responsibilities.

1.12 To maintain the work site in the manner/condition in which it was approved by the Department as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If, during the term of this Contract, security/safety concerns become evident, or the Contractor wishes to change or alter the work site(s), the following procedures shall be followed:

1.12.1 Security/safety concerns shall be rectified immediately by the Contractor in accordance with direction received from the Department.

1.12.2 The Contractor shall provide written notice to the Department if changes or alterations are planned for the work site(s) prior to any changes or alteration being accomplished.

1.12.3 Representatives from the Department and the Contractor shall conduct an inspection of the work site(s). If the proposed change or alteration shall negatively impact the security and/or safety of assigned inmate workers, corrective action shall be determined by the Department.

1.12.4 If in the opinion of the Department, said security/safety concern(s) poses an immediate threat to the inmate workers, the Department may withhold further assignments of the inmate work crew until the concern is rectified.

1.13 To pay for inmate labor at the rate of fifty cents (50¢) per hour, to include approved extra hours, if applicable as authorized by the Department.

1.14 If applicable; to pay for Correctional Officer (CO) supervision of inmate work crews under this Contract, including overtime approved by Contractor, if applicable, and all employee related expenses. Should additional crews be needed, Contractor will hire additional staff to supervise inmate work crews. The Contractor in agreement with the Department must authorize the expense of additional Departmental staff before the expense is incurred.

1.15 If applicable; in addition to payment for inmate labor and CO overtime, the Contractor shall pay the Department for transportation costs at the State prevailing rate per mile, as determined by the Arizona Department of Administration, General Accounting Office, for distance traveled by each Department transportation vehicle to and from the work site(s). Such payment shall be rendered by separate check or warrant at the same time and place as payment for inmate wages.

1.16 That on or before the 15th business day of each calendar month, the Contractor shall make payment for all work performed during the preceding month. The check or warrant shall be made payable to Arizona State Prison Complex-Yuma and sent to the following address:

Arizona State Prison Complex – Yuma
Attention: Business Manager
P.O. Box 8909
San Luis, Arizona 85349

1.17 To maintain records and other evidence sufficient to reflect properly all payments related to this work program. Such records shall be made available for inspection and audit upon request by the Department.

1.18 That inmates assigned to this work program **shall not** drive any licensed, over-the road vehicle as part of their job responsibilities. However, assigned inmates may be permitted to operate the Contractor's off-road mobile equipment, in accordance with the following guidelines.

1.18.1 The Contractor shall provide written notice to the Department advising of the need to have inmates operate mobile equipment. The notice shall describe the type(s) of off-road mobile equipment to be operated in accordance with Attachment #3.

1.18.2 No inmate shall operate any mobile equipment until the Contractor receives written authorization from the Department in accordance with Attachment #3.

1.18.3 If the Contractor receives written authorization from the Department, the Contractor shall document training provided to inmates specific to each type of off-road mobile equipment to be operated.

1.18.4 Acquire and maintain applicable insurance in compliance with State requirements.

1.18.5 Designated off-road mobile equipment may be:

1.18.5.1 Riding lawnmowers and golf carts or similar type equipment.

1.19 That any of Contractor's employees who have, or may have, contact with any inmate workers or ADCRR staff who have contact with the inmate workers, are required to provide proof of a negative result from a test for infection of the COVID-19 coronavirus (SARS-CoV-2) within a preceding time period as required by ADCRR (which may normally range from one (1) week to one (1) month). Such test results must be provided to, and accepted by, ADCRR at least two (2) days before Contractor's employee is expected to have contact with inmate workers or ADCRR staff who have contact with the inmate workers. Contractor is responsible for the testing, testing costs, and providing test results to ADCRR.

1.19.1 Contractor shall notify ADCRR within two (2) hours upon learning that any of its employees associated with this work program has received a positive COVID-19 test result, along with all relevant information.

1.19.2 This will be an ongoing requirement, requiring such employees to be tested on a frequency determined by ADCRR requirements as long as they continue to have, or may have, contact with the inmate workers or ADCRR staff who have contact with the inmate workers. These ongoing negative test results must be provided to ADCRR's Prison Operations and accepted by ADCRR in a time frame acceptable to ADCRR.

1.19.3 For the purposes of these provisions, "contact" shall mean being within twelve (12) feet of another person at any time, or having the potential to be within that distance of another person at any time. ADCRR shall exercise its sole discretion in resolving any questions or disagreements about whether contact is occurring or may occur.

1.19.4 ADCRR will provide inmate workers with a face cover to assist with virus protection. Any additional COVID-19 related PPE (such as plastic or rubber gloves, hand sanitizer, etc.) shall be considered as part of the PPE referred to in Section 1.1, and shall be provided by Contractor as determined by ADCRR.

1.19.5 All test results shall be from a medical provider acceptable to ADCRR.

1.19.6 All testing shall be a diagnostic molecular, or antigen, type of test for current infection (not an antibody test). If an antigen test is used, it must be of the type using the BinaxNOW COVID-19 Ag CARD authorized by the FDA, or any other antigen test type which may be acceptable to ADCRR.

1.19.7 Specific testing and other related requirements above are subject to change depending on new guidance from the federal U.S. Centers for Disease Control and Prevention (CDC), State of Arizona guidelines or directives, ADCRR policy changes, and/or any other dynamic aspects of the COVID-19 pandemic. Upon notification, Contractor shall abide by and carry out revised written direction from ADCRR. Whenever ADCRR determines any guidelines or conditions impacting this Contract must be tightened or may be relaxed, Contractor will likewise be informed of any changes in writing (to include via email).

1.19.8 While the above Sections 1.19 through 1.19.7 address specific concerns associated with the COVID-19 coronavirus (SARS-CoV-2) pandemic, the same or similar provisions may be applied, without a Contract amendment, in the event some other type of virus, bacteria, or other public health hazard should bring about the need for similar efforts to help control or limit the spread of illness or disease to the inmate population, ADCRR staff, or the public at large. Contractor will be notified and informed in writing (to include via email), should any such matters arise, and Contractor will be likewise obligated to abide by ADCRR's direction.

2 **THE DEPARTMENT AGREES**:

2.1 To provide a mutually agreed number of inmates, subject to availability of said work force, to support the Contractor's property maintenance and construction projects.

2.2 Inmates classified as sexual predators/offenders **shall not** be utilized for this public works Contract.

2.3 That work assignments shall be performed at the Contractor's business location(s) as shown on Attachment No. 4.

2.4 To provide transportation of inmate workers to and from selected work site(s) in Department owned vehicles. Inmate workers shall not be transported in privately owned vehicles at any time.

2.5 To provide sack lunches for inmates and furnish all clothing, except special protective clothing or footwear.

2.6 To provide security supervision of inmate workers in accordance with Department written instructions.

2.7 When mutually agreed to by the Department and the Contractor: to provide a Correctional Officer (CO) who shall remain on site to provide security supervision of the inmate workers each workday. The assigned CO shall follow Department notification procedures if:

2.7.1 An inmate fails to remain at the work site.
2.7.2 An inmate has an accident or becomes seriously ill at the work site.

2.8 To remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contractor.

2.9 To approve/disapprove the Contractor's technical supervisor(s) assigned to this work program in accordance with Department written instructions.

2.10 To present training to Contractor's staff who will be involved in supervising or interacting with inmate workers. This training shall be given **prior** to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this work program must receive Department training prior to assuming work responsibilities.

2.11 To keep the Contractor fully informed of Department written instructions and activities that have bearing upon the Contractor fulfilling assigned obligations under this Contract.

2.12 To designate an institutional contact person who shall function as a liaison between the Institution,

Department and the Contractor in developing and coordinating work schedules, assignments, hours and transportation. The Department shall ensure the Contractor is given the name and telephone number/extension of the contact person.

2.13 To ensure that any inmate(s) who drives the Contractor's off-road mobile equipment as an assigned work duty is in compliance with Department written instructions governing the use of inmate drivers.

2.14 That prior to the initiation of this work program, the proposed work site shall be inspected relative to security and safety concerns to ensure the work environment satisfies all requirements imposed by custody level of assigned inmate workers and assigned work responsibilities. If, during the term of this Contract, security or safety concerns should become evident, or the Contractor wishes to change or alter the work site, the procedure described in Section 1.12 of this Contract shall be followed.

2.15 To invoice the Contractor for payments due no later than the fifth (5^{th}) business day of each month. Invoices shall identify the following:

2.15.1 Inmate name and ADC number
2.15.2 Hours worked
2.15.3 Rate of pay
2.15.4 Mileage (if applicable)
2.15.5 Vehicle repair expense (if applicable)
2.15.6 Total amount invoiced

2.16 Invoices for CO supervision shall identify at a minimum the following:

2.16.1 CO name(s)
2.16.2 CO hours worked including overtime hours, if applicable
2.16.3 Total amount invoiced

2.17 That invoices shall be sent to the Contractor at the following address:

City of San Luis
Attention: City Manager
1090 E. Union Street
San Luis, Arizona 85349

3 SPECIAL TERMS AND CONDITIONS

3.1 Term of Contract This Contract shall begin when all signatures are affixed and executed by the Department and shall continue for a period of five (5) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

3.2 This Contract may be terminated, without cause, by either party by provision of prior written notice to the other. Such **Notice of Termination** shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.

3.3 Circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, institution riots, lockdowns, inmate work strikes, etc. The following guidelines shall govern, if such circumstances should occur:

3.3.1 The Department shall provide verbal notice within 24 hours to the Contractor if circumstances will impact work activities.

3.3.2 The Contractor shall not hold the Department liable for failure to perform, or in default of Contract terms due to circumstances described above.

3.4 Inmates working under this Contract are not employees of the Contractor and any compensation is provided solely pursuant to A.R.S. § 31-254.

3.5 Non-Availability of Funds In accordance with A.R.S. § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

3.6 Cancellation for Conflict of Interest In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.

3.7 The Department reserves the right to terminate the contract for default in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Contractor.

3.8 Changes to the Contract shall be handled by formal amendment through Procurement Services

3.9 Arbitration In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

3.9.1 Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Contract as to which exception has been taken by either party, or their designees, shall be retained by the parties

until such appeals, litigations, claims or exceptions have been finally resolved.

3.10 Applicable Law In accordance with A.R.S. § 41-2501, et seq. and AAC R2-7-101, et seq. Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.

3.11 Non-Discrimination In accordance with A.R.S. § 41-1461, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.

3.12 Each party to this contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this contract.

3.13 Audit of Records In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

3.14 Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.

3.15 Third Party Antitrust Violations The Contractor assigns to the State any claims for charges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor.

3.16 Notice Warning Any person who takes into or out of or attempts to take into or out of correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statues. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property of packages.

Definition: A.R.S. § 13-2501:
A.R.S. § 13-2505:
ADC Department Order 708

3.17 Unlawful Sexual Conduct

3.17.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county

3.17.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

3.17.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

3.17.4 Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. § 13-1419.

3.18 Federal Prison Rape Elimination Act 2003 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003. Reference 28 C.F.R., Part § 115.

3.19 Contraband

3.19.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medications, etc.

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

- By knowingly conveying contraband to any persons confined in a correctional facility; or

- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority A.R.S. § 13-2501
A.R.S. § 13-2505
ADC Department Order 708

3.20 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

3.21 Electronic and Information Technology. Unless specifically authorized in the Contract, any

electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and A.R.S. § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

3.22 E-Verify Requirement

3.22.1 In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

3.23 **INDEMNIFICATION:**

3.23.1 Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Department of Corrections is self-insured per A.R.S. 41-621.

INMATE WORK PROGRAM UTILIZING ON-SITE CORRECTIONAL OFFICER(S) (CO)

A. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.

B. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.

C. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.

D. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.

E. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.

F. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. §31-221, and ***no*** information shall be released without prior written authorization from a representative of the Department.

G. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.

H. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.

I. No inmate shall be placed in a supervisory capacity over any other inmate.

J. The Contractor shall provide immediate notification to the onsite CO of the following:

1. Unsatisfactory work or malingering of inmates. If requested, the Contractor shall furnish a written account of such unsatisfactory performance.

2. The discovery or suspicion of any intoxicant or un-prescribed drug in the possession of any inmate worker.

K. **The visiting of an inmate by any unauthorized person shall not be permitted**. If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.

L. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

INMATE WORK PROGRAM UTILIZING CONTRACTOR SUPERVISION

A. No inmate shall be placed in a supervisory capacity over any other inmate.

B. Department authorities shall be notified of unsatisfactory work or malingering of inmates and, if requested, the Contractor shall furnish a written account of such unsatisfactory performance.

C. The Department shall receive immediate notification of an inmate's failure to remain at work in accordance with assigned job duties.

D. The Department shall receive immediate notification of the discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker.

E. In the event of accident or serious illness while on the job, the Contractor may administer first aid as necessary and shall notify Department authorities without delay. If necessary, in the interest of life or limb, the inmate may be transported to the nearest hospital. Inmate workers shall not be transported in privately owned vehicles at any time.

F. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.

G. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.

H. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.

I. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.

J. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.

K. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. § 31-221,

and no information shall be released without prior written authorization from a representative of the Department.

L. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs.

M. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.

N. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.

O. The visiting of an inmate by any unauthorized person shall not be permitted. If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.

P. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

Developed by: State of Arizona, Department of Administration
Risk Management Section

Provided by: Mike Foster, Manager, Safety and Environmental Services,
Administrative Services Division

1 PROGRAM OBJECTIVES

1.1 This Safety and Loss Prevention Program is established to exercise all available means of eliminating or controlling hazards and risks associated with renovation and construction projects.

1.1.1 Minimize Personal injuries;

1.1.2 Maximize Property Conservations;

1.1.3 Achieve Greater Efficiency; and

1.1.4 Reduce Direct and Indirect Costs

1.2 The effectiveness of Safety and Loss Prevention Program will depend on the active participation and full cooperation of all involved with the project to include management, supervisors, inmates, and employees, and their efforts in carrying out the following basic responsibilities.

1.2.1 Plan all work to minimize personal injury, property damage and loss of productive time.

1.2.2 Properly select inmates/employees based upon their skill level for the necessary job tasks.

1.2.3 Provide for the protection of adjacent property and safety of the public.

1.2.4 Coordinate activities with others at the work location.

1.2.5 Establish and conduct an educational program to stimulate and maintain interest and participation of all inmates and employees through:

1.2.5.1 Safety Meetings;
1.2.5.2 Prompt investigation of all accidents and serious potential incidents to determine cause or causes and take necessary corrective action to eliminate a recurrence of a loss or incident:
1.2.5.3 Use of proper work methods, personal protective equipment, and mechanical guards;
1.2.5.4 Employee/inmate safety instructions to all assigned work; and
1.2.5.5 Safety training programs.

2 RESPONSIBILITIES

2.1 It is the purpose of the program to organize and direct activities, which will:

2.1.1 Avoid injuries.
2.1.2 Reduce construction interruption due to an accident.
2.1.3 Assure a safe and healthy place to work.

2.2 The Project Manager is required to establish and administer a site-specific safety program and will:

2.2.1 Make periodic loss prevention surveys.

2.2.2 Submit written recommendations.

2.2.3 Periodically attend safety meetings.

2.2.4 Assure safety orientation meetings for employees/inmates are conducted and documented.

2.2.5 Provide warning signs, safety literature, reporting forms, and other educational and training materials as deemed appropriate.

2.2.6 Maintain a written comprehensive Safety and Loss Prevention manual.

2.2.7 Give due consideration to all safety factors during pre-planning.

2.2.8 Employ only those individuals physically and mentally capable of performing in a safe manner.

2.2.9 Comply with the Occupational Safety and Health Act and all other applicable Federal, State and Local regulations.

2.2.10 Provide and enforce the use of all necessary testing equipment for employee/inmate health and safety. Provide and enforce the use of personal protective equipment and use only where Engineering controls are not feasible.

2.2.11 Provide properly guarded and maintained tools, machinery and equipment.

2.2.12 Maintain necessary accident records and promptly file the reports required by the State or Federal authorities and the insurer.

2.2.13 Promptly investigate any incident that causes injury or damage to property.

2.2.14 Plan and schedule work operations so as to control personal injury and property damage hazards.

2.2.15 Maintain good housekeeping conditions and fire protection equipment.

2.2.16 Maintain an effective equipment inspection and maintenance program.

2.2.17 Provide proper and specific work task training for employees/inmates regarding the hazards of their jobs and how to work safely.

2.2.18 Correct unsafe work habits of employees/inmates as soon as they are observed.

2.2.19 Eliminate unsafe conditions under their control and promptly report those they cannot eliminate to the proper authority.

2.2.20 Conduct weekly toolbox meetings with all employees/inmates and maintain written records of these meetings. The written record shall include the date, topic discussed, comments, and attendees.

2.2.21 Ensure each employee/inmate understands that violations of the project safety program will not be tolerated and that proper disciplinary action will be administered, including removal from the Project for violation of safety policy.

3 GENERAL SAFETY REQUIREMENTS

3.1 Laws and Regulations:

3.1.1 Responsible project management representatives shall comply with and enforce all local, state and federal laws, rules, statutes and regulations of governing or regulatory bodies within the geographical scope of its operations. They will also cooperate with all regulatory agencies regarding job site safety and health, and allow full access to the project for visitation.

3.2 Audit Procedures:

3.2.1 All documentation regarding safety training, hazard communication, electrical safety programs, equipment safety programs, equipment inspection and maintenance records, and fire protection inspection shall be kept on the job site.

3.3 Drug and Alcohol Policy:

3.3.1 The possession or use of any non-prescribed drug or any alcohol beverage on the job site is strictly prohibited.

4 SPECIFIC REQUIREMENTS

4.1 Emergency Procedures Guideline:

4.1.1 The Project Manager will set up emergency procedures for the following categories:

4.1.1.1 Fire
4.1.1.2 Injuries
4.1.1.3 Injury to the general public
4.1.1.4 Property damage, particularly to utilities; i.e., gas, water, sewage, electrical, telephone, or pedestrian and vehicle routes.
4.1.1.5 Public demonstrations
4.1.1.6 Bomb threats
4.1.1.7 Other exposures at the construction site

4.1.2 In order that necessary emergency services are supplied promptly, the Project Manager shall:

4.1.2.1 Post in a conspicuous place, a list of emergency phone numbers, along with the type of information to be transmitted for each emergency situation.

4.1.2.2 Delegate responsibility for making emergency calls.

4.1.3 It is the responsibility of the Project Manager to ensure immediate (5 min or less) reliable emergency medical response is available or to provide full time dedicated, trained emergency medical staff and facilities to be available to all employees/inmates If employees/inmates are working with materials that could adversely affect their respiration, or are subject to electrical shock that could cause loss of the breathing function, and medical response is longer than 3 to 4

minutes, the Project Manger must adhere to the OSHA rules and regulations, 29 CFR 1926.50, regarding medical response for a construction site.

4.1.4 The Project Manager's emergency procedures should be reviewed regularly and, where necessary, adjusted to provide maximum effectiveness.

4.2 Protection of the Public:

4.2.1 The Project Manager shall take all necessary precautions to prevent injury to the public or damage to property of others. The term "public" shall include all persons not engaged in the project or others working under his/her direction. Precautions to be taken shall include, but not limited to, the following:

4.2.1.1 Work shall not be performed in any area occupied by the public unless specified permitted by the contract or in writing by the Project Manager.

4.2.1.2 When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways and vehicular roadways, the Project Manager s shall protect the public with appropriate guardrails, barricades, temporary partition shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gasses, open flames, energized circuits or other harmful exposures.

4.2.1.3 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors or exits shall be kept clear of obstructions to permit safe ingress and egress of the public at all times.

4.2.1.4 Appropriate warnings, signs, and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal shall control the movement of motorized equipment in areas where the public might be endangered.

4.2.1.5 Sidewalk sheds, canopies, catch platforms and appropriate fences shall be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural, alteration of outside walls on any structure. The protection required shall be in accordance with the laws and regulations of the regulatory bodies.

4.2.1.6 A temporary fence shall be provided around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is, if provided by the contract or as required by Subparagraph 5 above. Perimeter fences shall be at least six feet high and/or in compliance with the laws and regulations of the regulatory bodies involved.

4.2.1.7 Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided as required by Subparagraph 5 above. Guardrails shall be made of

rigid materials capable of withstanding a force of at least 200 pounds applied in any direction at any point in their structure. Their height shall be approximately 42-inches. Top rails and post may be 2-inches by 4-inches dressed wood or equal. Intermediate horizontals rails at mid-height and toe boards at platform level may be 1-inch by 6-inch wood or equal. Posts shall not be over eight feet apart.

4.2.1.8 Barricades meeting the requirements of the political subdivision involved shall provided where sidewalk sheds, fences or guardrails as referenced above, are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained to perform the work. During the period a barricade is removed temporarily for the purposes of work, a watchman shall be placed at all openings.

4.2.1.9 Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the Trade Subcontractor's or any tier operations. They shall be in accordance with the requirements of the political subdivision involved. Guardrails shall be provided on both sides of temporary sidewalks.

4.2.1.10 Warning signs and lights including lanterns, torches, flares and electric lights, meeting requirements of the political subdivision involved, shall be maintained from dusk to sunrise along guardrails, barricades, temporary sidewalks and at every obstruction to the public. These shall be placed at both ends of such protection or obstructions and not over 20 feet apart alongside of such protection or obstructions.

4.3 Housekeeping

4.3.1 During the course of construction/renovation, housekeeping practices will be followed to keep the work areas, passageways, and stairs in and around the buildings or other structures, free from debris of all types.

4.3.1.1 This shall include scrap lumber and form lumber with protruding nails.

4.3.1.2 Combustible scrap and debris shall be removed at regular intervals. Containers shall be provided for the collection of scrap, trash and other debris.

4.4 Personal Protective Equipment:

4.4.1 The Project Manager shall be responsible for requiring the wearing of appropriate personal protective equipment in all operation where there is an exposure to hazardous conditions or where there is an indication of the need for using such equipment to reduce the hazard to employees/inmates. Such equipment will be used where engineering out the hazard is not feasible.

4.5 Flammable and Combustible Liquids:

4.5.1 Flammable and combustible liquids shall be stored and dispensed in compliance with regulations and rules established by the governing regulatory bodies.

4.5.2 Any leakage or spillage of flammable or combustible liquids shall be cleaned up immediately and disposed of promptly and safely.

4.5.3 Transfer of flammable liquids from one container to another shall require electrically bonding the containers.

4.5.4 Small quantities of flammable liquids that may be used at various points on the Job Site shall be handled in approved safety cans.

4.5.5 No smoking, matches, or open flames will be permitted within 50 feet of the area where flammable liquids are used or transferred, unless conditions warrant greater clearance.

4.5.6 Fuel trucks will properly marked, contents clearly identified, posted and with proper fire protection.

4.5.7 Fuel tanks over 500 gallons will be diked, grounded, and protected from contact by vehicles on all sides. Proper identification of tanks and access for measurement will be maintained.

4.6 Tools – Hand and Power:

4.6.1 All hand and power tools and equipment shall be maintained in a safe condition. The Project Manager shall be responsible for the condition of all tools or equipment used by employees/inmates.

4.6.2 Power operated tools that are designed to accommodate guards shall be equipped with such guards while in use.

4.6.3 Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating or moving parts of such equipment or tools shall be guarded if such parts are exposed to contact.

4.6.4 Wrenches shall not be used when the jaws are sprung or worn to the point that slippage occurs.

4.6.5 Impact tool such as wedges and chisels shall be kept free of mushroomed heads.

4.6.6 Wooden handles of tool shall be kept free of splinters and cracks and shall be kept tight in the tool.

4.6.7 All hand-held powered drills, fastener drivers, grinders with wheels greater than 2-inches in diameter, disc sanders, belt sanders, reciprocating saws, saber saws and similar operating power tools shall be equipped with a momentary contact off-on control and may have a lock-on control provided that turn off can be accomplished with a single motion of the same finger or fingers that turn it on.

4.6.8 All other hand-held powered tools such as circular saws, chain saws, and percussion tools with positive accessory holding means, shall be equipped with a constant pressure switch that will shut off power when the pressure is released.

4.6.9 The use of electrical cords for hoisting or lowering tools shall not be permitted.

4.6.10 Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected. Each section of supply hose to pneumatic tool shall also be secured by some positive means to prevent accidental disconnection.

4.6.11 Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.

4.6.12 Pneumatic hoses shall not be used as a means of hoisting or lowering tools.

4.6.13 Only employees/inmates who have been trained in the operation of the particular tool in use shall be allowed to operate a power-actuated tool.

4.6.14 Power-actuated tools shall be tested each day before loading to see that safety devices are in proper working condition. The testing shall be done in accordance with the manufacturer's recommended pressure.

4.7 Earth Moving Equipment:

4.7.1 Operators will receive instructions on proper mounting and dismounting of equipment.

4.7.2 Operators shall wear seat belts while vehicle is in motion.

4.7.3 Equipment shall be in safe operating condition and inspected daily for proper braking and hydraulic systems and tires.

4.7.4 Dozer, loader, scraper, backhoe buckets, glades and pans will be grounded before the operator dismounts.

4.7.5 Prior to mounting any equipment, the operator will visually inspect the area not visible from the operator's station.

4.7.6 Equipment will have audible warning devices in good working order.

LETTER OF INSTRUCTION
REQUEST FOR AUTHORIZATION

UTILIZING INMATE WORKERS FOR OPERATION OF OFF-ROAD MOBILE EQUIPMENT

Inmate Work Contracts between the Department and the Contractor provide authorization for assigned inmate workers to operate off-road mobile equipment under certain conditions. This Letter of Instruction provides the procedure for obtaining approval to utilize inmate workers on Contractor's off-road mobile equipment.

1 The Contractor shall provide written notice advising of the need to utilize inmate workers to operate specific off-road mobile equipment. The request shall include the following information:

1.1 A complete list describing the type(s) of off-road mobile equipment to be operated;

1.2 Identification of specific training inmates will receive for each type of off-road mobile equipment; and

1.3 A list of inmates, to include the inmate's Department identification number, for whom approval is being requested. The list **shall** reflect the type(s) of mobile equipment to be operated, specific to each inmate worker.

2 The Department shall acknowledge the Contractor's request and, after coordinating with institution officials, notify the Contractor in writing of those inmates approved to be trained to operate off-road mobile equipment. The Contractor **shall not** proceed with training until written notice of authorization is received from the Department.

3 Once approval to proceed with training is received, the Contractor shall provide safety and operational training to approved inmates for each type of specified off-road mobile equipment. The manufacturer's supplied training materials and/or materials developed in accordance with Occupational Safety and Health Act (OSHA) guidelines, for each specific type of mobile equipment, should meet the training requirements for each inmate operator. Copies of training materials shall be provided to the Department for record keeping purposes.

4 Once training is complete, the Contractor shall furnish documentary evidence of satisfactory completion of training for each inmate. The documentation shall include the inmate's certification by signature that he/she understands the operation and safety issues of each type of mobile equipment he/she has been trained to operate.

5 Following review of training documents provided by the Contractor, and/or designee, the Department shall furnish the Contractor with notification of approval for individual inmates. Contractor shall maintain records of training and authorization for all inmate workers as long as they are engaged in this inmate work program.

6 The Contractor shall acquire and maintain applicable insurance in compliance with State requirements.

1	**City of San Luis and other City properties; i.e., City Hall, parks and roadways** **1090 E. Union Street** **San Luis, Arizona 85349**

AGENDA ITEM REVIEW FORM

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

Meeting Date: 02/10/2021

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

Submitted By: Yigal Duarte, Economic Development Assistant, Administration, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding award of contract to Kimley Horn and Associates, Inc. for the development of the Build Discretionary Grant Assistance. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

On December 22nd, 2020, the City of San Luis released a Request for Qualifications (RFQ) soliciting firms to submit proposals to describe their qualifications to provide technical assistance for the development of the BUILD grant application for the Cesar Chavez Boulevard project. The City received one (1) proposal.

The evaluation committed comprise of three (3) city employees and one (1) external engineer reviewed the qualifications based on the following criteria:

Proposer qualifications (30 points)
Relative experience and references (40 points)
Technical approach (30 points)

Based on the evaluations results, the staff negotiated the fee and contract with the top firm. The staff recommends awarding the contract to Kimley Horn and Associates, Inc. in the amount of $55,275.00.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH KIMLEY HORN AND ASSOCIATES, INC., AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	55,275.00
BUDGETED AMOUNT:	55,275.00
AVAILABLE AMOUNT TO TRANSFER:	YES

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Council Contingency GL# 100-110-10000 with remaining funds $268,000

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

This item was not budgeted for this fiscal year since there were delays with this project, San Luis City Council directed staff to request funding from the council contingency fund should the project move forward this year. We are asking City Council to approve the transfer of contingency funds account 100-110-81000 to account 100-999-90015 to fund these services. The proposal received is for $55,275.00.

Attachments

San Luis BUILD Discretionary Assist

kimley Horn Proposal

RFQ- Evaluation Results

Kimley Horn Agreement and Cost Proposal

CITY OF SAN LUIS BUILD DISCRETIONARY GRANT ASSISTANCE

Request for Qualifications (RFQ) Issued by the City of San Luis, Arizona

Submission Due Date: Tuesday January 19, 2021 by 3:00 PM

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Background

The City of San Luis is in southwestern Arizona along the Colorado River and immediately adjacent to the international border between the United States and Mexico. It is the border town to San Luis Rio Colorado, Sonora, Mexico. San Luis is approximately 205 miles from Phoenix, AZ, 200 miles from San Diego, CA, and 75 miles from El Golfo de Santa Clara, Sonora, Mexico.

Over the last couple decades, San Luis has experienced rapid growth rate. In 2010, the U.S. Census recorded a population of 25,505 and the estimated population in 2020 is 39,390. As population grows, additional residential, commercial, and industrial development is expected.

Some of the most productive agricultural lands in the nation are adjacent to San Luis. Farming provides year-round crops production and provides jobs for thousands of people throughout the region including those that cross from Mexico every day to work. San Luis experiences daily transient traffic of thousands of people that participate in the regional labor or professional work force. The region's agriculture and the port activity are key economic drivers for San Luis and the Greater Yuma County.

As a border town, San Luis has two land ports of entry, one for commercial traffic only (LPOE II), and one for personal vehicles and pedestrians (LPOE I). The San Luis LPOE I has experienced a 58% increase in the number of personal vehicles processed since 2010. The higher volume and outdated facilities create long wait times, leading to traffic backup in downtown San Luis.

San Luis Rio Colorado, Mexico is also growing significantly and is estimated to be nearly 200,000 in population. As a result, vehicular and pedestrian traffic from Mexico through Arizona ports and through San Luis specifically has reached high volumes totaling 3,062,225 vehicles and 2,593,951 pedestrians. The San Luis LPOE II is approximately five miles east of San Luis LPOE I. It is located on Avenue E, south of county 24th Street. The POE is on 80 acres and includes three incoming lanes from Mexico and two outgoing lanes into Mexico. Commercial freight through LPOE II experiencing an increase in users and serves as an important gateway to international commerce.

Main Street/Highway 95 and Cesar Chavez Boulevard/State Route 195 are the major transportation routes serving the City of San Luis. These routes provide connectivity to Interstate 8 as well as to cities to the north such as Somerton and Yuma. Historically during the peak agricultural season, October to March, the main arterial roads as well as many collector roads connect to LPOE I and commercial areas congested by vehicular as well as by pedestrian traffic.

BUILD Discretionary Grant

The Better Utilizing Investments to Leverage Development, or BUILD Transportation Discretionary Grant program, provides a unique opportunity for planning and capital investments in surface transportation infrastructure and are awarded on a competitive basis for projects that will have a significant local or regional impact. BUILD funding supports roads, bridges, transit, rail, ports, or intermodal transportation. Since 2017, the Administration has awarded nearly $4 billion in BUILD grants to improve America's infrastructure.

Project Purpose

The City of San Luis requires technical assistance services to prepare the City of San Luis BUILD grant application. The application is due by May 2021. The selected consultant will prepare research, documentation for the

submittal, and completion of the grant application in collaboration with City staff. The anticipated grant application focus is on improvement to Juan Sanchez Boulevard connecting the two ports of entry.

Qualifications and Capabilities

The selected consultant (s) shall have substantial experience in working for cities to provide grant development services. Personnel involved shall possess the necessary professional skills and qualifications (including any licenses) to perform the required services. All work to be performed must follow federal and state laws, procedures, and guidelines. The consultant shall demonstrate the following in their Statement of Qualifications (SOQ):

1. Experience and success in grant writing as well as implementing federal programs, specifically BUILD Discretionary Grants.
2. Understanding of transportation and economic development projects.
3. A clear and straightforward approach to working with the City of San Luis to provide expert/strategic advisory and support services.

Major Types of Work

The selected consultant(s) previous experience shall include, at a minimum and be documented in the SOQ:

1. Knowledge of BUILD Discretionary Grant funding program.
2. Federal grant writing expertise.
3. Research and documentation.
4. Effective writing capabilities.
5. Transportation-related planning and design, economic development projects, and border issues.
6. Public involvement and consensus-building.
7. Effective presentations and recommendations.

Grant Consultant Responsibilities

The selected consultant(s) shall be responsible for undertaking the services addressed in this RFQ or as negotiated with the City, upon execution of the agreement by both parties.

1. Make presentations, attend meetings representing the City and work with public/private individuals on the City's behalf.
2. Provide all documentation pertaining to the completed project to the City of San Luis. The City may use or reproduce such material. The respondent will be responsible to maintain documentation for a period agreed upon during the project contract.
3. Maintain the contracted time frames based on individual project contract(s) and meet the City demands.
4. All invoices will be submitted to Jenny Torres, project manager to be approved and submitted for payment by the City.
5. Responder is responsible for reviewing insurance requirements before submitting a response to this RFQ.
6. Maintain accurate and financial records of its activities and operation relating to this agreement in accordance with generally accepted accounting principles and/or as required by local, state, and federal funded projects.

7. Warrant that all respondents(s) follow all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment eligibility.
8. Respondents must have a satisfactory record of integrity and business ethics.
9. Respondents that are corporations, partnerships, or any other legal entity, shall be properly registered or capable to be registered to do business in Arizona and the U.S. at the time of the submission of their proposals, and comply with all applicable state and U.S. laws and/or requirements.
10. Respondents shall be required to sign a contract of services approved by the City of San Luis.

City of San Luis Responsibilities

The City of San Luis will be responsible for the following:

1. The City will make available all documents in the City's possession on an individual basis depending on the individual project contract.
2. City will provide facilities for all meetings during the agreement.
3. City will create a review committee to evaluate the SOQ responses generated by this RFQ.
4. In the absence of any conflict of interest vis-à-vis a specific project, the City expects, but cannot guarantee in every instance, that the consultant(s) will be assigned to provide the requested services.
5. The City reserves the right to terminate any part of or the entirety of this agreement that may result from the RFQ, without cause and at any time within thirty (30) calendar days written notice by the city. In such case, the consultant(s) will be paid for services rendered through the date of the termination notice.

Anticipated Schedule

The consultant shall develop a project schedule to achieve the completion and submittal of the BUILD Discretionary Grant on behalf of the City of San Luis by the May 2021 deadline.

Availability of Funds

The City of San Luis has approved funding to support the development of the BUILD grant application. The SOQ will assist the City of San Luis to allocate the appropriate funding to complete the tasks and produce products to create and submit City's BUILD Discretionary Grant application. The final professional services cost, along with a payment schedule, shall be negotiated.

Submittal Requirements

Important Dates

RFQ Release Date	Tuesday, December 22, 2020
Questions Due	Tuesday, January 5, 2021 by 2:00 PM
Pre-Proposal Conference via Zoom	Tuesday, January 12, 2020 2:00 PM
Responses to Questions	Tuesday, January 14, 2021 by EOD
SOQ Due	Tuesday, January 19, 2021 by 3:00 PM
Interviews via Zoom	Tuesday, January 26, 2021

SOQ Requirements

The SOQ must include the following:

1. **Letter of Commitment**: The firm's letter of commitment should identify the firms and key staff who will be working on the project, and commit them for the duration of the project, if selected. The letter should also state that the firm has read and understand the RFQ requirements. This letter must be signed by a duly authorized official of the appropriate firm.
2. **Methodology and Approach**: Provide a comprehensive description of how the project will be completed and how milestones will be reached.
3. **Schedule**: Include a project schedule by task with an estimated timeframe for delivering a final document and approval process.
4. **Qualifications:** Narrative explaining the qualifications (each firm and key personnel assigned to project) to meet the terms of the RFQ.
    a. Identify the team's project manager and specifically delineate project management qualifications.
    b. Writing samples demonstrating the ability to condense and concisely present large amounts of information should be provided.
    c. Describe the firm(s) ability to integrate this project into the firm's present workload.
    d. Describe the experience in giving expert advice to local elected officials, planning and zoning commissions, the city administrators, city attorneys, department directors, and other individuals or organizations so designated by staff.
    e. Describe the specific understanding of and experience with the BUILD Discretionary Grant program and federal grant application responses.
    f. Describe the specific understanding and experience with transportation, economic development, and border-related projects.
5. **References:** Summary of the firm's recent experience on similar projects. Provide four (4) similar project references: Provide names and contact information of previous clients with a detailed description of the type of project completed and the firm/person's role on the project, project timeframe and date completed, and provide the client project manager.
6. **Project Roles:** A description of each staff member or subconsultant who will be involved with this project and their roles. Provide a percentage of time for each person.

Evaluation Criteria and Procedures

The following is a list of points per criteria that will be used to evaluate proposals:

Proposer Qualifications	30 points
Relative Experience and References	40 points
Technical Approach	30 points

The successful consultant(s) will enter into a professional services agreement with the City of San Luis. While cost is a consideration, the City is not limited to selecting the lowest bid, as this is a qualifications-based decision.

The evaluation will address the following.

1. Quality and completeness of the SOQ: The City will evaluate proposals based on their quality, clarity, and demonstrated understanding of the project objectives.
2. Implementation Schedule: The City will also evaluate proposals based on their ability to complete the project within the timeframe specified by the City, and on how the firm delineates its timeline in its submission. The proposal must include an implementation schedule that lists all milestones for the development and implementation of project deliverables.
3. Qualifications and relevant experience with respect to grant writing and federal grant requirements. The proposer must provide a list of all person(s) who will be assigned work pursuant

to this RFQ (including subcontractors), as well as their resumes showing qualifications, educational background, training, and experience.

4. Reputation among previous clients and previous experience: The proposer must submit four (4) references from projects of similar scope and nature. The City encourages submission of sample reports or products from previous projects.

Submission Deadline and Instructions

Submit five (5) paper copies and one (1) electronic copy of the response in a sealed envelope that is clearly marked in lower left-hand corner, **"RFQ FOR SAN LUIS BUILD DISCRETIONARY GRANT WRITING ASSISTANCE"** no later than **3:00 PM, Tuesday, January 19, 2021**.

Responses must be sent to:

Sonia Cornelio, City Clerk
City of San Luis
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

Responses must be thorough, but concise. The response will be judged as an example of the team's writing and graphic capabilities. The response should not exceed 25 pages (excluding letter of commitment, cover, table of content, resumes, and additional samples of work). The pages shall be on standard 8.5" x 11" sheets of paper with 12-point font.

The City will not accept facsimile (faxed), emailed, or late proposals. The City reserves the right to reject any or all SOQs or accept what is, in its judgement, the SOQ which is in the City's best interest. The City further reserves the right, in the best interests of the City, to waive any technical defects or irregularities in any and all proposals submitted.

During the RFQ selection process, all SOQs shall remain confidential. The entire selection process (procurement) file shall be open to the public (which includes all proposers) after an agreement is approved by the City, except those items for which confidentiality has been requested in writing by the Respondents and as permitted by law.

Questions and Answers

All questions regarding this RFQ must be submitted by email to Jenny Torres, City of San Luis, at jtorres@sanluisaz.gov by **2:00 PM Tuesday, January 5, 2021**. A pre-proposal Zoom conference will be held on **Tuesday, January 12, 2021 at 2:00 PM**. Please contact Jenny Torres to register to participate in the pre-proposal conference (via Zoom). Addenda, reports, and responses to questions and answers will be distributed by **EOD on Tuesday, January 14, 2021**.

Interviews

The City reserves the rights to forego the interview process if it deems that a SOQ is adequate to select a consultant. If the City decides to go forward with interviews, qualified finalists will give presentations. The City will notify finalists of the time, date and location. The City plans to conduct interviews (in person or via Zoom)

with selected firms tentatively on **Tuesday, January 26, 2021**. Presentations will provide an opportunity for the City to obtain a greater understanding of:

1. The extent of the Respondent's depth of knowledge of the subject matter.
2. Whether the methods and resources that will be used by the firm in performing services to achieve the project goals and objectives are appropriate and cost effective.
3. The firm's ability to draw together specialists and professionals with the necessary skills and experience to contribute to the overall project.
4. The primary features and benefits of their SOQ.
5. The Responder's public presentation skills.
6. The Respondent's ability to communicate how the schedule and tasks.

Presentation format will be at the Respondent's discretion. Presentations will be limited to one-hour period per Respondent, which includes questions. All key managerial personnel, as well as key personnel working on the project, must attend the proposal presentation. Any costs incurred by the Respondents in preparing or submitting a response to this RFQ or interviewing for this project shall be the Respondents' sole responsibility.

Notification of Award

The City will notify the successful Respondent by telephone, followed by written confirmation. Each Respondent whose SOQ is not accepted will receive notification by mail. The City of San Luis will authorize the award of a contract to the successful respondent. If a contract cannot be finalized within thirty (30) days of the award, the City reserves the right to enter negotiations with another respondent.

Respondents not selected have ten business days from email delivery notification to initiate a written protest. The City of San Luis reserves the right to reject any or all SOQ(s); to make modifications to, or waive irregularities of information in any RFQ, if the city staff deems this to be in the best interest of the City of San Luis. The City can decide to readvertise the RFQ and/or to take any steps determined prudent to resolve the protest.

Insurance Requirements

Respondent shall maintain in effect, at all times during the term of a City contract, insurance adequate to protect the City and its agents, representatives, officers, officials, and employees against such losses as set forth below. Selected respondent shall provide City with a current Certificate of Insurance or a certified copy of the insurance policy naming the City as an additional insured (except for Errors and Omissions/Professional Liability coverage).

The following types and amounts of insurance are required as minimums:

The selected consultant agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided below with insurance companies authorized to do business in the State of Arizona, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the consultant shall furnish to the City a certificate or certificates in form that is satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or cancelled until forty-five (45) days' prior written shall have been given to the City. Kinds and amounts of insurance required are as follows:

Insurance

The Consultant must provide coverage at least as broad and with limits of liability not less than those stated below.

Commercial General Liability-Occurrence Form	
General Liability/Aggregate	$1,000,000/$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury	$2,000,000
Each Occurrence	$1,000,000
Fire Damage (Any one fire)	$100,000
Medical Expense (Any one person)	Optional
Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles	
Combined Single Limit Per Accident	$ 1,000,000
For Bodily Injury and Property Damage	
Workers Compensation and Employers Liability:	
Workers Compensation	State Statutory
Employers Liability: Each Accident	$ 100,000
Disease - Each Employee	$ 100,000
Disease - Policy Limit	$ 100,000
Liquor Liability	
Liquor Liability/Aggregate	$ 1,000,000

Consultant acknowledges that amounts of insurance coverage stated above shall not limit its liability while performing under a contract.

Indemnity

To the fullest extent allowable by law, Consultant shall defend, indemnify, and hold harmless the City and its representatives, officers, officials, and employees (the "Indemnities") from and against any and all claims, damages, losses, and expenses (including but not limited to attorney fees, court costs and the cost of appellate proceedings) relating to, arising out of, or resulting from Consultant's negligent acts, errors, mistakes, or omissions in the performance of this Contract. Consultant's duty to defend, hold harmless and indemnify the Indemnitees hall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Contract (including those by any person for whose negligent acts, errors, mistakes or omissions Consultant may be liable) to the extent of Consultant's negligence or fault. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.

FEDERAL NON-COLLUSION AFFIDAVIT
BUILD GRANT ASSISTANCE
RFQ ED2021-003

State of Arizona

County of _____

_____, affiant, the

_____ of
(TITLE)

_____
(NAME OF COMPANY)

The person, corporation, or company responsible for the accompanying State of Qualifications, having first been duly sworn, deposes and says:

That such Statement of Qualifications is genuine and not sham or collusive, nor made in the interest of or on behalf of person not herein named, and that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham submittal, or any other person, firm, or corporation to refrain from submitting, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

_____

_____
(TITLE)

Subscribe and sworn to before me this
_____Day of _____, 20____.

_____
SIGNATURE OF NOTARY PUBLIC
IN AND FOR THE

COUNTY OF _____

STATE OF _____

(My Commission Expires_____, 20____).

ATTACHMENT "A"

FEDERAL REQUIREMENTS

CERTIFICATIONS

The undersigned is fully aware that the BUILD Grant services provided to the City of San Luis may be either wholly or partially federally funded and hereby agrees to abide by the following:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions, and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over $10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuou8s places available to employees and applicants for employment.

6. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

7. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor.

8. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1085, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

9. In the event of the contractor's noncompliance with the nondiscrimination clauses off this contract or with any of such rules, regulation or orders, this contract may be cancelled, terminate, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

10. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests

of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES – SECTION 503

(if contract $10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
   a. Recruitment, advertising, and job application procedures;
   b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
   c. Rates of pay or any other form of compensation and changes in compensation;
   d. Job assignments, job classifications, organizational structures, position descriptions, line of progression and seniority lists;
   e. Leaves of absence, sick leave or any other leave;
   f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
   g. Activities sponsored by the contractor including social or recreational programs; and
   h. Any other term, condition or privilege of employment.

2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act. 3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
   a. Recruitment, advertising, and job application procedures;
   b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right from layoff and rehiring;
   c. Rates of pay or any other form of compensation and changes in compensation;
   d. Job assignments, job classifications organizational structures, position descriptions, lines of progression and seniority lists;
   e. Leaves of absence, sick leave or any other leave;
   f. Selection and financial support for training including apprenticeship, professional meetings,

conferences and other activities and selection for leaves of absence to pursue training;

g. Activities sponsored by the contactor including social;
h. Any other term, condition, or privilege of employment.

4. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

5. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e., providing Braille or large print versions of the notice or posting a copy of the notice ant a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees, or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes and electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

6. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.

7. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations or orders of the secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding

upon each purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERD MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this proposal certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of their knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the Recipient, Consultants, State of Arizona Department of Housing (ADOH), U.S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.

2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through §§38-505, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the City of San Luis or Consultants.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through §§38-505, with any public official, employee, agency, commission, or committee (including members of

their immediate family) with the City of San Luis or Consultants that develops at any time during this contract will be immediately disclosed to the City of San Luis and Consultants.

ANTI-LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. 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 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.

2. 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

CERTIFICATIONS SIGNATURE FORM

Return this page with SOQ.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications 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 Certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____	_____
(Typed Name of Official)	(Signature of Official)
_____	_____
(Typed Name of Firm)	(Date)

January 19, 2021

Statement of Qualifications for

City of San Luis BUILD

Discretionary Grant Assistance



Prepared for

Prepared by

Kimley»Horn

Expect More. Experience Better.

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Kimley»Horn

January 15, 2021

City of San Luis
Ms. Sonia Cornelio, City Clerk
1090 East Union Street
San Luis, Arizona 85349

Subject: Letter of Committment for the City of San Luis BUILD Discrectionary Grant Assistance

Dear Ms. Cornelio:

We have read and understood the requirements outlined in the Request for Qualifications (SOQ) and our staff is available and committed to this project for the duration of this contract. Our key staff includes:

Brent Crowther, P.E., PTOE – Project Manager
Dave Leistiko, P.E. – QA/QC
Jamie Rosen – Principal Planner/Grant Preparation and Finance Lead
David Samba, P.E., PTOE, PTP – Finance Support
Tammy Martelle – Grant Administration
Chris Joannes, AICP – Planning Support
Vanessa Rodriguez – Public Outreach/Involvement
Meg Merry – Graphic Designer

Kimley-Horn attests that the information contained in the SOQ is truthful, accurate, and complete. If you have any questions, please contact me at 520.352.8632 or brent.crowther@kimley-horn.com. We look forward to working with the City of San Luis.

Sincerely,

Brent Crowther, P.E., PTOE, RSP_1
Project Manager

January 19, 2021

City of San Luis
Ms. Sonia Cornelio, City Clerk
1090 East Union Street
San Luis, Arizona 85349

Kimley-Horn
333 East Wetmore Road, Ste 280
Tucson, AZ 85705
www.kimley-horn.com

Re: Statement of Qualifications for the City of San Luis BUILD Discrectionary Grant Assistance

Dear Ms. Cornelio and Members of the Selection Committee:

Kimley-Horn offers the City of San Luis (City) unparalleled experience and a proven track record in successfully preparing and submitting grant applications, including BUILD Grants from the U.S. Department of Transportation (USDOT). The experience of our in-house grant writing experts will benefit the City in many ways:

Ready to Start from Day One. Kimley-Horn has completed hundreds of successful grant applications for local, state, and federal agencies. In Arizona, we recently assisted Gila County in securing a $21M 2020 BUILD Grant to construct a new bridge over Tonto Creek. We are familiar with the complex requirements associated with BUILD grant applications, allowing us to begin immediately. Kimley-Horn has a diverse set of experts to draw upon to support the grant application: economics/finance, technical writers and graphic support, and transportation planners. Our team has the experience and resources to assist you in preparing a project description, determine project benefits, and submit the grant application on schedule.

Proven History of Securing Grants. Our success in grant applications has led to the implementation of a wide array of projects through programs such as BUILD, INFRA, TIGER, and others. We understand deadlines, application processes, and the scoring criteria associated with these applications, and we can harness this experience to assist City staff with the BUILD grant application. We have followed the BUILD guideline development process and are ready to put together an application that meets the criteria and exceeds the City's expectations. We will help you define a program to maximize funding opportunities.

Local Experience and Knowledge. Our team includes **Brent Crowther, P.E., PTOE, RSP$_1$** as Project Manager. Brent brings extensive and proven experience in the City of San Luis and in the greater Yuma region. He has successfully collaborated with ADOT and other stakeholders on several projects throughout Arizona. In addition, our team's Finance/Economics Lead **Jamie Rosen** is currently conducting a Return on Investment (ROI) analysis for the Arizona Ports of Entry (POE) Study. She also prepared a Benefit-Cost Analysis (BCA) for City of Show Low Scott Ranch Road BUILD Grant application.

Our team of professionals is immediately available and ready to assist the City in securing funding during this exciting time for transportation. Thank you for considering our qualifications. Please contact Brent at 520.352.8632 or brent.crowther@kimley-horn.com for additional information or to learn more about how Kimley-Horn will exceed your expectations.

Sincerely,
KIMLEY-HORN

Brent Crowther, P.E., PTOE, RSP$_1$
Project Manager

Methodology and Approach

Cesar Chavez Boulevard is an important roadway to the City of San Luis and to the greater Yuma region. The roadway connects neighborhoods, schools, and government facilities. In addition, Cesar Chavez Boulevard links San Luis II POE to Main Street and the San Luis I POE.

As the primary east-west roadway through the city, Cesar Chavez Boulevard consistently operates at congested and over-capacity conditions. In horizon years, the roadway is projected to operate in failing conditions as international crossings increase, city population grows, and regional economic activity increases.

The City has been incrementally improving Cesar Chavez Boulevard for a number of years. With limited funding, these improvements have been focused on intersection improvements. Overall improvements from Main Street to Avenue E are estimated at $35M.

The Yuma Metropolitan Planning Organization (YMPO) Regional Transportation Plan identifies $6.5M in funding within Phase I (2018-2022) and Phase 2 (2023-2027), but the level of funding available is insufficient to implement the desired four-lane section from Main Street to Avenue E.

We understand the City desires to submit a BUILD Grant application to USDOT to construct the improvements to Cesar Chavez Boulevard and is a seeking partner to provide technical assistance for research, preparation of the documentation, and completion of the grant application. We will serve as an extension of the City staff and will assist in communicating between key staff and across departments to gather information and form a well-written, compelling grant application and narrative. Our team will also provide technical support to prepare the BCA following city and federal guidelines.

Our team will be led by **Brent Crowther, P.E., PTOE, RSP$_1$**. Brent will be supported by **Chris Joannes, AICP,** and national grant application experts, **Jamie Rosen** and **David Samba, P.E., PTOE, PTP,** to provide the City a deep bench of resources to meet even the most aggressive of grant schedules.

Brent will proactively communicate via email, bi-weekly status calls, and by phone to focus attention on key issues that need resolution to meet the deadline. He will take the load off the City's shoulders by taking ownership of the details, collecting data, and gathering necessary information from across the city, so that City staff can continue to focus on their many other responsibilities. Brent will serve as your trusted partner.

We will prepare the BUILD Grant application through completion of four key tasks:

- **Task 1:** Project Kick-off Meeting/Project Management
- **Task 2:** Develop Grant Application Storyboard
- **Task 3:** Prepare Benefit-Cost Analysis
- **Task 4:** Prepare BUILD Grant Application

Each of these tasks are detailed on the following pages.

TASK 1. PROJECT KICK-OFF MEETING/PROJECT MANAGEMENT

The team will hold a project kick-off meeting to define project extents/elements and collaborate on a list of the most compelling reasons for funding improvements to Cesar Chavez Boulevard as they align with the 2021 BUILD Grant selection criteria and application guidance. In addition, during the call, we will establish a mutually agreeable schedule to complete and submit the BUILD Grant application in advance of the federal deadline.

During the process of preparing the grant application, the consultant team will participate in bi-weekly check-ins with the City via conference call to review progress, discuss action items, and exchange information. The schedule for developing the grant application is described on page 8.

Kimley-Horn Deliverables

- Project kick-off meeting (prepare, attend, document action items)
- Detailed project schedule
- Maintain the project schedule to meet grant application schedule requirements
- Bi-weekly status calls (attend, document action items)

City Responsibilities

- Project kick-off meeting (coordinate invitees, attend)
- Bi-weekly status calls (coordinate invitees, attend)

TASK 2. DEVELOP APPLICATION STORYBOARD

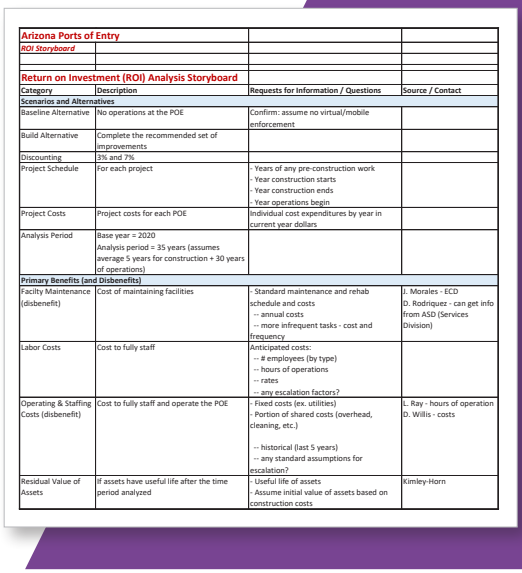
Our next step is to prepare for and conduct a "storyboard" exercise with City staff to develop a comprehensive understanding of the application approach and the "story" that will be communicated in the grant narrative. In preparation for the storyboard exercise, our team will develop an initial framework on the most compelling reasons to fund the project, how they align with the selection criteria, and application guidance to tell the best story. Previous years' BUILD Grant criteria have included the following:

Merit Criteria:

- Safety
- State of Good Repair
- Economic Competitiveness
- Environmental Sustainability
- Quality of Life
- Innovation
- Partnership

Other Criteria:

- Demonstrated Project Readiness
- Project Costs and Benefits
- Non-Federal Revenue for Transportation Infrastructure
- Geographic Diversity



Arizona Ports of Entry			
ROI Storyboard			
Return on Investment (ROI) Analysis Storyboard			
Category	**Description**	**Requests for Information / Questions**	**Source / Contact**
Scenarios and Alternatives			
Baseline Alternative	No operations at the POE	Confirm: assume no virtual/mobile enforcement	
Build Alternative	Complete the recommended set of improvements		
Discounting	3% and 7%		
Project Schedule	For each project	- Years of any pre-construction work - Year construction starts - Year construction ends - Year operations begin	
Project Costs	Project costs for each POE	Individual cost expenditures by year in current year dollars	
Analysis Period	Base year = 2020 Analysis period = 35 years (assumes average 5 years for construction + 30 years of operations)		
Primary Benefits (and Disbenefits)			
Facilty Maintenance (disbenefit)	Cost of maintaining facilities	- Standard maintenance and rehab schedule and costs -- annual costs -- more infrequent tasks - cost and frequency	J. Morales - ECD D. Rodriquez - can get info from ASD (Services Division)
Labor Costs	Cost to fully staff	Anticipated costs: -- # employees (by type) -- hours of operations -- rates -- any escalation factors?	
Operating & Staffing Costs (disbenefit)	Cost to fully staff and operate the POE	- Fixed costs (ex. utilities) - Portion of shared costs (overhead, cleaning, etc.) -- historical (last 5 years) -- any standard assumptions for escalation?	L. Ray - hours of operation D. Willis - costs
Residual Value of Assets	If assets have useful life after the time period analyzed	- Useful life of assets - Assume initial value of assets based on construction costs	Kimley-Horn

Storyboarding is the key to align the development of the narrative to the grant requirements by keeping the narrative focused, compelling, and aligned with the Notice of Funding Opportunity (NOFO). We have used the storyboarding process since 2016, giving our client the opportunity to collaborate with our team to identify the strengths of the project.

We will organize and prepare an agenda to discuss the storyboard during one of our early bi-weekly check-ins with the City. After the meeting we will distribute the list of action items via email. Based on the storyboard discussion, we will also prepare an application storyboard (an outline of the project narrative) and an application document framework will be distributed to the City for review.

Kimley-Horn Deliverables

- Project storyboard meeting (attend, document action items)
- Application storyboard – A detailed outline of the ~30-page project narrative to be included per the NOFO
- Document template

City Responsibilities

- Participation in project storyboard meeting (coordinate invitees, attend)
- Input on project description and storyboard
- Review application storyboard and document template and provide one set of consolidated, reconciled comments

TASK 3. PREPARE BENEFIT-COST ANALYSIS

Kimley-Horn will prepare information to quantify project benefits and costs in compliance with the specific grant requirements. The storyboard brainstorm session will identify primary costs and benefits to be evaluated. We will identify and collect necessary data to support the BCA using the current BCA Guidance for Discretionary Grant Programs issued by USDOT. The BCA results will be presented in a technical memorandum included as an appendix to the 2021 BUILD Grant application. We will present the results to the City at a bi-weekly call prior to finalization. The results of the BCA will also be incorporated into the project narrative. A BCA Excel file will be prepared for inclusion in the application, and any identified sensitivity analyses will be built into the BCA Excel file. Difficult-to-quantify considerations will be addressed in the technical memorandum and the project narrative.

We tailor the analysis to local conditions. For example, for the Scott Ranch Road project (City of Show Low, AZ, BUILD Grant Application), we quantified the benefit of travel time savings for local emergency vehicles to support the application requirements due to the roadway's proximity to the main regional hospital.

> *Impressive! My thanks to everyone who worked so diligently on this BCA and did so under a very tight time schedule. The total ratio is far above what I expected and will definitely get the attention of USDOT!*
>
> *I've linked some of the quantitative info in the BCA memo to my narrative, and I thank you for pointing out some important areas to emphasize.*
>
> *Thanks again!*
>
> – Lisa Robertson
> Grants & Transit Manager
> City of Show Low, AZ

Kimley-Horn Deliverables

- Draft and final BCA technical memorandum
- BCA Excel File

City Responsibilities

- Provide available information data to support the BCA
- Review draft BCA and provide one set of consolidated, reconciled comments

TASK 4. PREPARE BUILD APPLICATION

The Kimley-Horn team will prepare the application for the 2021 BUILD Grant following the NOFO and the application storyboard developed in Task 2.

The draft application will be completed as a Word document and may contain placeholders for technical data and graphics. The consultant team will review the draft application with the City during one of the bi-weekly meetings and provide the draft for review.

Kimley-Horn will conduct an independent technical review, using staff not directly involved in the development of the application, to assess the draft application's merits in making the case for USDOT investment in the Cesar Chavez Boulevard improvements.

Based on one round of consolidated, reconciled comments from the City, the consultant will revise and publish the draft final application in Adobe InDesign.

The document will be reviewed by our technical editors and graphic communications staff for clarity, consistency, and readability, and will then be provided to the City in PDF format for review.

Based on City comments, we will finalize the 2021 BUILD Grant application and provide it to the City for submittal to USDOT.

The BCA, project narrative, and forms such as the 424 and 424C are often required to be uploaded to grants.gov as part of the application process. Although these forms require some internal contacts and assurances that must be completed by the City, the Kimley-Horn team can assist the City Project Manager with prepopulating these forms. We can also fill out information in the forms, such as project cost information on the 424C, for the City to review and finalize before submitting. Our team is committed to assisting with each step of the process to efficiently and effectively move the grant application process forward to a successful submission.

Kimley-Horn will also assist the City with obtaining letters of support for the grant application. We will work with the City to identify a list of stakeholders to contact. We will also draft letters of support to provide to the signatories. Kimley-Horn will also compile the letters of support received by the City for inclusion in the final PDF application document.

Kimley-Horn Deliverables

- Application review meeting (attend, document action items)
- Review City-prepared project cost
- Review City-prepared project schedule
- Develop draft letters of support for signatories

- Draft 2021 BUILD Grant application (MS Word) that includes the elements of the project narrative described in Task 2, per USDOT 2021 BUILD Grant NOFO
- Draft final and final 2021 BUILD Grant application (InDesign, PDF)
- Documentation pertaining to the completed Grant application. The City may use or reproduce such material
- Support City in submitting the Grant application via the grants.gov website

City Responsibilities

- Provide available information such as financing considerations (funding plan), technical datasets from prior work, and data to support the BCA
- Application review meeting (coordinate invitees)
- Prepare a project schedule that aligns with the 2021 BUILD Grant project description
- Provide available information such as financing considerations (funding plan) and technical datasets from prior Cesar Chavez Boulevard planning and design work. The information provided must include project cost and schedule to be used in 2021 BUILD Grant application
- Coordinate with signatories on letters of support
- Review draft 2021 BUILD Grant application and provide one set of consolidated, reconciled comments via Word document track changes
- Review draft final 2021 BUILD Grant application and provide one set of consolidated, reconciled comments (limited to design and graphics comments)
- Submit the Grant application via the grants.gov website with support and coordination with Kimley-Horn

PUBLIC AND COMMUNITY ENGAGEMENT

Public outreach is not required as part of a BUILD Grant application. As this project is documented in local and regional transportation plans, it is generally understood that there is a sufficient level of community support for the project. In fact, in the most recent YMPO Regional Transportation Plan (2017-2021), improvements to Cesar Chavez Boulevard was one of the most supported projects by the public.

If public outreach is required by the City, both in preparation of the grant or subsequent administration, Kimley-Horn will provide those services. This will include creating materials for and participating in public meetings and City Council meetings and engaging with the public. We will provide opportunities to update the public on a regular basis through the grant duration, establish open lines of communication, build relationships, and encourage mutual understanding and improve the outcomes of the improvements.

GRANT ADMINISTRATION

Upon award, Kimley-Horn will provide grant administration services to the City. This will include maintaining accurate financial records of grant activities and operations in accordance with accepted accounting principles as required by USDOT.

Tammy Martelle will be our Grant Administrator. She has conducted this work for agencies throughout Arizona, including preparing grant agreements, reimbursement requests, and procurements related to the grant. She will attend meetings as requested by the City with ADOT, USDOT, and other agencies.

ADDITIONAL GRANT OPPORTUNITIES SERVICES

Kimley-Horn maintains an online application—Grantsource—providing information on a growing database of grant funding sources. Available on your phone or iPad, Kimley-Horn staff can search for grants by project location, project type, or sub-type, or filter sources by grant agency, agency type, program name, or approximate deadline. Once an applicable grant program is identified, the application provides detailed program-specific information—a summary of the program, sample applications, and successful and/or unsuccessful submittals. We will use this tool to keep the City informed of upcoming grant opportunities, so that you can be ahead of the curve.

QA/QC PROCEDURES

We have a track record of executing high-quality deliverables using a color-coded quality process on all reports and supporting data. BCA calculations, narrative, and grant application will be checked by another qualified professional along with a technical writer/proposal coordinator.

We will perform a QC review of the grant application prior to submission. The first review, to be performed by our Project Manager, Brent Crowther, will focus on the technical information contained with the application. Are the formulas adding correctly? Is the information accurate? The second review will be for compliance with the grant requirements and will be performed by David Samba. The final review will be performed by our QA/QC Manager, **David Leistiko, P.E.** who will provide an independent set of eyes.

RISKS, CHALLENGES, CONFLICTS, AND POTENTIAL MITIGATION

Our project team understands the risks and challenges of a program of this size and we look forward to working with the City to overcome any concerns. The following table shows some of the identified risks and how we will mitigate these concerns.

Risk, Challenge, Conflict	Kimley-Horn Team Mitigation Measures
Schedule	• Schedule bi-weekly status meetings (teleconference/video) during grant application development to update the City Project Manager, discuss outstanding data items, and any other issues. Notes will be distributed, and action items tracked. • Monitor for the release of the NOFO and adjust the internal schedule accordingly to ensure timely submission of the application.
Focused Narrative	• Engage the City in a storyboard exercise to identify the most critical reason why the project should be funded. • Discuss each of the selection criteria as specified in the NOFO and how the project benefits meet the criteria.
Steep Competition	• Prepare narratives that are focused on the benefits of the project, consistent with the NOFO criteria. • Quantify a data-driven and supported high benefit-cost ratio. • Utilize our professional marketing department to prepare graphics and project renderings to help communicate the benefits of the project. • Independently review each application a minimum of three times, consistent with our QA/QC process.

Schedule

The Kimley-Horn team has extensive experience completing BUILD and other federal grant applications for submission by the federal deadlines. Following Notice to Proceed (NTP), Kimley-Horn will host a kick-off call with the project team from the City. During that call, the project team will establish a mutually agreeable schedule to complete and submit the 2021 BUILD Grant application in advance of the federal deadline. Conservatively assuming the 2021 BUILD Grant is due the week of May 2nd, a high-level schedule is shown.

		J	February				March					April				M
Task	Who	25	1	8	15	22	1	8	15	22	29	5	12	19	26	3
Pre-Award																
Interviews	All															
Award Notification	All															
Notice to Proceed (NTP)	All															
Task 1: Project Kick-Off / Project Management																
Kick-off Call	All															
Bi-weekly Team Calls	All															
Task 2: Develop Application Storyboard																
Draft Application Storyboard	KH															
Review of Storyboard	City															
Task 3: Benefit-Cost Analysis (BCA)																
Prepare BCA	KH															
BCA Results Review	All															
Draft BCA Technical Memo	KH															
Review of BCA	City															
Final BCA Technical Memo	KH															
Task 4: Project Narrative and Application																
Revised Application Storyboard	KH															
Provide Information and Data	City															
Prepare Narrative	KH															
Request Letters of Support	All															
Draft BUILD 2021 Application (MS Word)	KH															
Review of Draft Application	City															
Compile Letters of Support	KH															
Draft Final BUILD 2021 Application (InDesign, PDF)	KH															
Final Kimley-Horn Review of Application	KH															
Final City Review of Application	City															
Final BUILD 2021 Application (InDesign, PDF)	KH															
Complete Supplemental Forms	KH															
Review of Supplemental Forms	City															
Application Submitted Through grants.gov	City															
Application Due	All															

◆ Meeting ● Deliverable Kimley-Horn Action Items City Action Items All Team Action Items

Qualifications

ABOUT OUR TEAM

The Kimley-Horn team is ready to partner with the City to provide grant application development support. Our team is invested in the success of your grant application and committed to meeting your quality, budget, and schedule expectations. We have a unique blend of local grant/technical writers paired with national experts. Brent leads our team as Project Manager, providing you with a Project Manager who is familiar with San Luis and the Greater Yuma area. Our team members have successfully completed over 30 grants collectively, offering you a collaborative team serving as an extension of your staff.

The Kimley-Horn team is available and excited to produce a quality outcome for the grant application. The Kimley-Horn team offers the City:

- An experienced team that can hit the ground running
- A proven team that has worked together
- Extensive knowledge of the grant application process
- Economics and finance expertise to provide professional and accurate BCA
- Professionals experienced in serving as an extension of staff



ORGANIZATIONAL CHART

The organizational chart below identifies individuals who will be providing key services on this project and the percentage of time for each person. These individuals were selected because of their technical expertise completing grant applications, familiarity with San Luis and the greater Yuma region, and ability to deliver successful projects.

Brent Crowther, P.E., PTOE, RSP$_1$ – 30%
Project Manager

Dave Leistiko, P.E. – 10%
QA/QC

Jamie Rosen – 75%
Principal Planner/Grant Preparation and Finance Lead

David Samba, P.E., PTOE, PTP – 30%
Finance Support

Tammy Martelle – 20%
Grant Administration

Chris Joannes, AICP – 50%
Planning Support

Vanessa Rodriguez – 10%
Public Outreach/Involvement

Meg Merry – 20%
Graphic Designer

SKILLS MANAGING COMPLEX PROJECTS

Brent brings over 19 years of transportation planning and engineering experience. Throughout his career, he has managed many complex transportation projects involving multidiscipline teams, complex processes related to project approvals/funding, and political forces. His projects often comprise numerous elements such as transportation planning, GIS platforms, macro travel demand models, analysis of multimodal data, bicycle/pedestrian components, recommended improvements, and public/stakeholder involvement. Brent was Project Manager for the City of Show Low 2020 BUILD Grant application for Scott Ranch Road.

Strategy to Ensure the Project is Delivered within Scope, Budget, and Schedule

Brent has proven his ability to keep projects within scope, budget, and schedule through diligent and proactive management on past projects. He will communicate frequently with the City Project Manager so the team can remain informed of any updates or concerns regarding scope, budget, or schedule.

- Scope: As Project Manager, Brent will frequently review upcoming deliverables, and coordinate needs and requests from the City. Frequent communication will ensure that tasks are moving forward.
- Schedule: At the onset of the project, Brent will develop a detailed project schedule with milestone completion dates for specific tasks and the overall project. He will also develop a work plan that allocates staff-hour commitments for each team member to each task. The schedule is updated at each milestone and monitored throughout the life of the project. If necessary to meet project deadlines, Brent can pull in additional personnel resources from our other offices.
- Budget: Brent will use our internal accounting tools to track hours expended for this project. The reports generated by these systems will allow him to continuously monitor the status of project cost and cost control effectiveness and make any necessary adjustments on a timely basis.

Strategy to Ensure a High Quality of Work

Brent will follow Kimley-Horn's successful program for quality assurance/quality control (QA/QC). Our QA/QC program will include the review of project documents and supporting data by Brent and key staff under the direction of our QA/QC Manager, **Dave Leistiko, P.E.** Our QA/QC program includes the following procedures:

1. An internal kick-off meeting will be held to clearly define the scope of services and establish the schedule.
2. Project meetings and decisions will be documented.
3. All documents will be supported by appropriate data that will clearly show the choices evaluated and the basis for our recommendations.
4. Team quality control involves day-to-day peer review by the project team. All documents and analyses are reviewed by a team member other than the individual preparing the document analyses



Brent Crowther, P.E., PTOE, RSP$_1$

Project Manager

Credentials

- M.S., Civil Engineering, Virginia Polytechnic Institute and State University
- B.S., Civil Engineering, Brigham Young University
- P.E. in AZ (#41366)
- PTOE (#4166)
- RSP$_1$ (#326)
- Association of Pedestrian and Bicycle Professionals, Member
- Institute of Transportation Engineers (ITE), Member

Brent brings diverse experience as a transportation planner and professional civil engineer with over 19 years of experience delivering transportation planning and design projects. Brent manages projects ranging from intersection improvement analysis, to corridor studies, to statewide modal and safety plans. He understands the importance of a multimodal transportation system to meeting community needs. Brent is a responsive project manager who is attentive to client needs. He works collaboratively with his clients, effectively communicating to make the process smooth and easy. Brent applies his creativity and communication skills as a "plangineer" to offer tremendous value in the grant-writing process.

RELEVANT EXPERIENCE

- **City of Show Low Scott Ranch Road 2020 BUILD Grant Application, Show Low, AZ** – Project Manager
- **YMPO, San Luis Transit Route Circulation Study, San Luis, AZ** – Project Manager
- **YMPO 2018-2041 Regional Transportation Plan, Yuma, AZ** – Project Manager
- **YMPO, 2014-2037 Regional Transportation Plan, Yuma, AZ** – Project Manager
- **YMPO, Traffic Count Network Study, Yuma, AZ** – Project Manager
- **ADOT Complete Transportation Guidebook, Statewide, AZ** – Project Manager
- **ADOT MPD Ports of Entry Study, Statewide, AZ** – Project Manager
- **Southern Navajo/Apache Counties Regional Transportation Plan, Navajo/Apache Counties, AZ** – Project Manager
- **City of Sedona Network Improvements, Sedona, AZ** – Project Manager
- **City of Chandler, Transportation Master Plan, Chandler, AZ** – Project Manager
- **Sierra Vista Metropolitan Organization/Cochise County Road Design Manual, Cochise County, AZ** – Project Manager
- **Sun Corridor MPO, 2040 Regional Transportation Plan, Sun Corridor Region, AZ** – Project Manager
- **Gila County Transportation Study, Gila County, AZ** – Project Manager



Dave Leistiko, P.E.

QA/QC

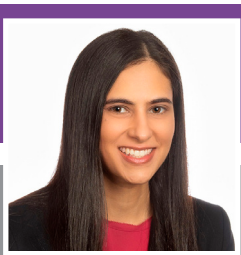
Credentials

- M.S., Civil Engineering, North Carolina State University
- B.A., Business Management, North Carolina State University
- P.E. in AZ (#37422)

Dave is a senior project manager and structural design engineer in Kimley-Horn's Structural Design Division with 29 years of experience. His extensive experience includes planning and design of bridges and related structures. Dave is very familiar with the bridge design specifications of ADOT, MCDOT, and American Association of State Highway and Transportation Officials (AASHTO), including the current Load and Resistance Factor Design (LRFD) specifications. Located in our Phoenix office, Dave has managed numerous roadway and bridge projects that included involvement with local utilities as well as city, county, and state agencies, including ADOT and ADOT local government projects. His bridge design experience includes cast-in-place, pre-stressed, and post-tensioned concrete, and steel girder bridges. Dave has prepared seven TIGER Grants and three BUILD Grants over the last 10 years assisting state and local governments in AZ.

RELEVANT EXPERIENCE

- **Tonto Creek Bridge 2020 BUILD Grant, Tonto Basin, AZ** – Project Manager
- **Tonto Creek Bridge TIGER Grant, Tonto Basin, AZ** – Project Manager
- **ADOT Sacramento Wash Bridge and Roadway Improvement, Topock, AZ** – Project Engineer
- **Gila County Bridges, DCR/EA/Design, Gila County, AZ** – Project Manager
- **8th Avenue Bridge Replacement, Graham County, AZ** – Project Manager
- **ADOT US 60 Silver King and Superior Streets, Superior, AZ** – Project Manager
- **ADOT Colcord Bridge Replacement, Gila County, AZ** – Project Manager
- **ADOT I-10/Ina Road TI, Marana, AZ** – Project Engineer
- **City of Phoenix, Sonoran Desert Drive/I-17 to North Valley Parkway Design-Build, Phoenix, AZ** – Project Manager
- **ADOT SR 303/El Mirage Road TI Design, Peoria, AZ** – Project Engineer
- **ADOT SR 101L (Chaparral Road to SR 202L) GPL Design, Scottsdale, AZ** – Project Engineer
- **MCDOT Riggs Road at Sonoqui Wash Bridge Final Design, Queen Creek, AZ** – Project Engineer



Jamie Rosen

Principal Planner/Grant Preparation and Financial Lead

Jamie is a transportation professional with over 13 years of experience in finance, data analytics, planning, process improvements, operations, enterprise asset management, and system implementation. She has extensive experience in grant writing and federal grant form preparation for transit agencies and localities across the country including BUILD, Infrastructure for Rebuilding America (INFRA), and Consolidated Rail Infrastructure and Safety Improvements (CRISI), and she has completed several financial analyses including BCAs. Jamie has a strong financial background with an education in economics and having worked in investment banking and for the Chief Budget Officer for the New York City Department of Subways. Jamie's finance background provides a unique skill set for this contract.

Credentials

- M.S., Transportation, Massachusetts Institute of Technology
- B.A., Economics, Wellesley College
- Women's Transportation Seminar (WTS), Member
- American Public Transportation Association (APTA), Member

RELEVANT EXPERIENCE

- **PennDOT, Pennsylvania Statewide Airport Economic Impact Study, Statewide, PA** – Project Planner and Economic Analyst
- **City of Show Low Scott Ranch Road BUILD Grant Application, Show Low, AZ** – Project Planner
- **VIA Metropolitan Transit Agency, 2019 BUILD Grant Application for Robert Thompson Transit Station, San Antonio, TX** – Project Planner
- **ADOT MPD Ports of Entry, Statewide, AZ** – Financial Planner
- **Virginia Department of Rail and Public Transportation (DRPT), Program Management, Project Management, and Engineering/ Design Oversight Support, Statewide, VA** – Project Planner
- **Fairfax County TSP, Fairfax County, VA** – Project Planner
- **Penn State University Parking Rate Study, University Park, PA** – Financial Planner
- **Colorado DOT, Aeronautics Colorado Aviation System Plan and Economic Impact Study, Statewide, CO** – Project Planner
- **DDOT, Benning Road Reconstruction and Streetcar Project, Washington, DC** – Project Planner
- **MTA, Asset Management Analysis and Capital Needs Inventory, Baltimore, MD** – Project Planner
- **MTA, Central Maryland Regional Transportation Plan, Baltimore, MD** – Project Planner
- **Virginia DOT, Hampton Roads Express Lanes Network Study- System Operational Analysis, Hampton Roads, VA** – Project Planner



David Samba, P.E., PTOE, PTP

Finance Support

David is a transportation engineer with over 10 years of experience in transportation planning and traffic engineering, including extensive experience with grant writing and program management. Over the past decade, David has led or supported over 20 grant applications for public agencies. His largest successful grant applications are for an intermodal transit station in Minnesota ($10,000,000 Transportation Investment Generating Economic Recovery (TIGER) III Discretionary Grant funds) and new roadway construction in Virginia ($25,000,000 BUILD funding). David has honed his skills to support all aspects of the grant process, from building the narrative argument, to collaboratively working with you to prepare the application forms. David will use his expertise in completing grant applications and program management to develop persuasive narratives and accurate BCAs.

Credentials

- M.S., Transportation Planning, University of Virginia
- B.S., Civil Engineering, University of Virginia
- P.E. in VA and MD
- PTOE (#3859)
- PTP (#725)

RELEVANT EXPERIENCE

- **Northstar Boulevard BUILD Grant, Loudoun County, VA** – Project Engineer
- **City of Hoboken TIGER Grant Peer Review and Benefit-Cost Analysis, Hoboken, NJ** – Project Engineer
- **Hennepin County, The Interchange TIGER III Application, Hennepin County, VA** – Project Engineer
- **Mathis Corridor Revitalization Project BUILD Grant, City of Manassas, VA** – Project Manager
- **City of Show Low Scott Ranch Road BUILD Grant Application, Show Low, AZ** – Project Manager
- **Hull Street Improvements INFRA Grant, City of Richmond, VA** – Project Manager
- **Gateway Boulevard BUILD Grant, City of Fredericksburg, VA** – Project Engineer
- **West End Transitway BUILD Grant, City of Alexandria, VA** – Project Engineer
- **Jordan TH 169 / TH 252 / CR 9 Interchange INFRA Grant, Scott County, MN** – Project Engineer
- **West End Transitway BUILD Grant, City of Alexandria, VA** – Project Engineer
- **I-35W and Lake Street Transit Access TIGER Grant, Minneapolis, MN** – Project Engineer



Tammy Martelle

Grant Administration

Tammy has more than 31 years of experience in government work, including 11 years working with the ADOT Multimodal Division, Aeronautics Group as an airport grants manager. Prior to joining Kimley-Horn, Tammy managed over 25 airports with over 450 grants for airport projects worth approximately $500 million within Arizona. Tammy consulted with the FAA on sensitive project eligibility issues related to the federal and state joint funding. Tammy's experience includes preparing grant agreements, reimbursement requests, and procurements related to the grant. She will attend meetings as requested by the City with ADOT, USDOT, and other agencies.

RELEVANT EXPERIENCE

- **Phoenix-Mesa Gateway Airport** – Grant Administration Assistance, includes Training for Airport Personnel, Mesa, AZ
- **Arizona DOT, Aeronautics Group** – Grant Administration Assistance, includes Training for New Airport Grant Managers, Phoenix, AZ
- **City of Coolidge Airport** – Grant Administration Assistance, Coolidge, AZ
- **City of Douglas Airport** – Grant Administration Assistance, Douglas, AZ
- **Phoenix-Mesa Gateway Airport, Taxiway C Extension Design, Mesa, AZ** – Team Member
- **Phoenix-Mesa Gateway Airport, Taxiway V Reconstruction, Mesa, AZ** – Team Member
- **Arizona DOT, Airport Pavement Management System (APMS), Statewide, AZ** – Team Member
- **City of Douglas Airport Planning and Engineering Services, Douglas, AZ** – Team Member
- **City of Springerville Planning & Engineering Services, Springerville, AZ** – Team Member
- **Town of Tombstone Planning & Engineering Services, Tombstone, AZ** – Team Member
- **City of Eloy, Eloy Municipal Airport Taxilane Design, Phoenix, AZ** – Team Member
- **City of Eloy, Municipal Airport Drainage Master Plan, Eloy, AZ** – Team Member
- **City of Flagstaff, Flagstaff Airport, Runway 3-21 Mill and Overlay Design and Construction Administration, Flagstaff, AZ** – Team Member



Chris Joannes, AICP
Planning Support

Credentials

- Master of Applied Science, Geographic Information Systems (GIS), Arizona State University
- B.S., Urban Planning, Arizona State University
- AICP (#029061)

Chris is a Transportation Planner and GIS expert who has been involved in the development and application of a broad spectrum of planning projects ranging from highly localized, neighborhood plans to regional policy-making plans. He specializes in multimodal transportation planning, public engagement, and big data analysis. Chris also has extensive experience performing comprehensive safety plans that include data processing, countermeasure identification, and cost-benefit calculations. He is a GIS guru with a specialty in data visualization and an expert user of both TransCAD and Cube travel demand modeling software.



Vanessa Rodriguez
Public Outreach/Involvement

Credentials

- B.S., Civil Engineering, University of Arizona
- P.E. in AZ (#69633)

Vanessa is bilingual, fluent in Spanish and English, and has used her bilingual proficiency as part of community outreach efforts to speak and write material for community members during community outreach events. She is particularly passionate about project communication and is experienced in community engagement for both public meetings and small group stakeholder sessions.



Meg Merry
Graphic Design

Credentials

- B.S., Graphic Design, Edgewood College

Meg has more than eight years of experience developing graphics and design in support of a wide variety of planning and engineering concepts. She collaborates with Kimley-Horn's project managers and technical staff to transform concepts into visual deliverables that communicate specific messages and ideas to targeted audiences in an understandable and relatable way. Meg offers strong illustrating and sketching capabilities to effectively depict complex concepts and add creative flare for infographics, maps, brochures, presentation boards, photo simulations, and design layouts.

TEAM EXPERIENCE IN GRANT WRITING SERVICES

Key Team Member	Years of Expreience	BUILD Discretionary Grant Development	Other Federal Grant Development	Federal Grant Administration/Support	Economic and Transportation Planning	Border/Port of Entry Planning	Public Involvement and Consensus-Building
Brent Crowther, P.E., PTOE, RSP$_1$ *Project Manager*	19	◆	◆		◆	◆	◆
Dave Leistiko, P.E. *QA/QC*	29	◆		◆			
Jamie Rosen *Principal Planner/Grant Preparation and Finance Lead*	10	◆	◆				
David Samba, P.E., PTOE, PTP *Finance Support*	10	◆			◆		
Tammy Martelle *Grant Administration*	31			◆	◆		
Chris Joannes, AICP *Planning Support*	9					◆	◆
Vanessa Rodriguez *Public Outreach/Involvement*	5						◆
Meg Merry *Graphic Design*	8	◆	◆				

WRITING SAMPLES

Writing samples demonstrating our ability to condense and concisely present large amounts of information are provided at the following links:

www.tontocreekbridge.com

https://extsites.kimley-horn.com/Communication/MT/2021/Project/Mathis_Build_Grant_Final.pdf

https://extsites.kimley-horn.com/Communication/MT/2021/Project/ShowLow_Build2020_BCA_Memorandum_Final.pdf

WORKLOAD AND CAPACITY TO MEET PROJECT SCHEDULE

Kimley-Horn has an extensive history of successful and timely project completion through a combination of effective project management and technical expertise. Our success is derived from providing the highest level of service to our clients, a philosophy that resonates within each of our team members. Kimley-Horn is known in the planning and engineering industry for the priority it places on results, and our employees are highly respected for the quality of their work.

A firm of our size maintains a robust workload at all times and is constantly adding and completing projects across the nation.

We understand, however, the importance of knowing your consultant is available to serve you when you need it most. For that reason, Kimley-Horn takes a proactive approach to managing workload. Our process for doing so ensures the availability of firmwide and Arizona-based resources for project staffing requirements. This management process, called "cast-aheads," forecasts our workload over a six-month period, and identifies work overloads and/or shortfalls for each office and discipline.

After reviewing our current workload, we can assure you that the individuals selected for this team are available to serve you and are in an excellent position to handle the project workload required to complete the responsibilities as outlined in the RFQ.

EXPERIENCE

Kimley-Horn has extensive experience presenting study results and findings to elected officials and city staff. Brent has presented to the YMPO Executive Board for the YMPO Long Range Transportation Plan. He prepared studies and plans at the request of local agencies and clearly presents study findings so that they can then be appropriately acted upon.

BUILD Grant Program and Federal Grant Application Response Understanding

Kimley-Horn has extensive applicable experience with grant funding preparation and management. From initiation to final reporting, we have collaborated with agencies to develop competitive applications, receive application approval, work through authorization by FHWA, and track projects through to successful completion in accordance with federal guidelines. Kimley-Horn routinely tracks grant and federal funding opportunities, including process and evaluation requirements necessary to secure funding. Our team will provide insight into the procedures required to maintain funding.

We have assisted agencies in all regions of the U.S. in developing grant applications for improvement programs that obtained funding assistance.

Some of our local and national projects are listed below:

- ADOT, Ports of Entry Study – Return on Investments Analysis *(Current project: Brent Crowther, David Samba, and Jamie Rosen)*
- ADOT, SR 101L Mobility Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) Grant *($6M awarded)*
- Santa Clara Valley Transportation Authority (VTA) Transit and Intercity Rail Capital Program (TIRCP) Grant *($750M awarded)*
- Minnesota Department of Transportation (MnDOT), Twin Ports Interchange Reconstruction BUILD Grant *($25M awarded)*
- Hennepin County Interchange Multimodal Transit Hub TIGER Grant *($10M awarded)*
- Mathis Corridor Revitalization Project Application for BUILD FY 2019 Grant *($7.5M requested)*

Transportation, Economic Development, and Border-Related Project Understanding and Experience

Kimley-Horn understands the important linkage between transportation and economic development. Brent has been working in the YMPO region for over 10 years on a variety of transportation plans and studies including the YMPO Regional Transportation Plan 2013-2017, RTP Update for 2017-2021, YMPO Traffic Counts Network Study, and San Luis Transit Circulation Study, among others. Brent is currently leading the Arizona POE Study for ADOT, which includes a review of POEs on I-8 and Business-8.

References

We have listed some of our team's most relevant and successful projects demonstrating our experience in preparing grant applications:

Scott Ranch Road Bridge 2020 BUILD Grant | Show Low, AZ

Role: Prime

Contact / Client Project Manager: Lisa Robertson, City of Show Low, 928.532.4097, lrobertson@showlowaz.gov

Project Timeframe: 2/2020 – 5/2020

Firm Key Staff: Brent Crowther, Jamie Rosen, David Samba

In May 2020, Kimley-Horn team members completed a BUILD Grant application for the City of Show Low's Scott Ranch Road Bridge project. The City of Show Low had submitted this project unsuccessfully in previous grant cycles, and asked Kimley-Horn to rework their BCA and narrative, responding to comments previously provided by FHWA. With Brent, David, and Jamie supporting the effort, we went to work! Our successful approach included partnering to complete two critical tasks.

Kimley-Horn engaged the City of Show Low in a collaborative brainstorming session to identify the most compelling reasons for funding the project as they align with the 2020 BUILD Grant selection criteria and application guidance. The data from the collaborative session was used to craft a new narrative focused on the compelling aspects of the grant program and project.

Kimley-Horn collected and synthesized project information to quantify the potential project benefits and costs in compliance with BUILD 2020 grant requirements. The team summarized results in a technical memorandum that was incorporated into the 2020 BUILD grant application.

Additionally, Kimley-Horn provided an independent review of a grant narrative prepared in-house. We provided feedback and suggestions to make the grant narrative more competitive by drawing it closer to the critical requirements of the grant program to emphasize the strongest aspects of the project.

Kimley-Horn prepared a BCA analysis, including preparing a story-board outline, and developing the performance data to demonstrate a positive BCA. This included traffic volumes, crash data, travel time data, and economic benefits.

($8.5M requested)

City of Hoboken TIGER Grant | Hoboken, NJ

Role: Prime

Contact / Client Project Manager: Stephen Marks, Town of Kearny (formerly at City of Hoboken) 201.246.1418, smarks@kearnynj.org

Project Timeframe: 5/2015 – 10/2015

Firm Key Staff: David Samba

The City of Hoboken selected Kimley-Horn to conduct a BCA as part of a Transportation Investment Generating Economic Recovery (TIGER) grant application for the Washington Street resurfacing and improvement project. The successful grant application was prepared to demonstrate the need for funds in support of a Complete Streets redesign and revitalization of Washington Street and the reconstruction of two antiquated water mains. Kimley-Horn analyzed the costs and benefits of the project in context with regional transportation goals to demonstrate the net benefits of the project that will be shared amongst motorists, pedestrians, transit riders, residents, through commuters, and beyond. The BCA was prepared in accordance with USDOT 2015 Benefit-Cost Analysis Guidance for TIGER Grant Applications and the supplemental TIGER BCA Resource Guide. ***($14M awarded)***

Tonto Creek Bridge 2020 BUILD Grant | Tonto Basin, AZ

Role: Prime

Contact / Client Project Manager: Steve Sanders, Gila County Public Works, 928.402.8530, ssanders@gilacountyaz.gov

Project Timeframe: 2/2020 – 5/2020

Firm Key Staff: Dave Leistiko

When Tonto Creek rises, area residents in the Tonto Basin can be cut off from food, medical supplies, emergency services, work, and school for as long as three months at a time. A serious safety concern, eight people have died trying to cross the creek when the water was high in the last 25 years. The project will construct a 1,980-ft-long, 40-ft-wide multi-span AASHTO precast concrete girder bridge with raised sidewalk over Tonto Creek. Dave worked with Gila County to develop a compelling narrative describing the critical need to construct this crossing to save lives. Dave also developed the BCA analysis. ***($21M awarded)***

ADOT Arizona Ports of Entry Study | Statewide, AZ

Role: Prime

Contact / Client Project Manager: Charla Glendening, ADOT, 480.639.9663, cglendening@azdot.gov

Project Timeframe: 7/2012 – 8/2013

Firm Key Staff: Brent Crowther, Jamie Rosen

Kimley-Horn was part of the consultant team for the Arizona POE Study conducted by the ADOT Multimodal Planning Division (MPD) in coordination with the Enforcement and Compliance Division (ECD). The purpose of this study was to develop a master plan for all State POEs in terms of needed improvements. For this study Kimley-Horn assisted in functional site assessments at 14 State POEs, developing a vision for future POE operations, and developing a master plan of improvements to address the needs identified in the study.

FEDERAL NON-COLLUSION AFFIDAVIT
BUILD GRANT ASSISTANCE
RFQ ED2021-003

State of Arizona

County of Maricopa

Brian Smalkoski, P.E., AICP, PTP, PTOE, **affiant, the**

Vice President **of**
(TITLE)

Kimley-Horn and Associate, Inc.
(NAME OF COMPANY)

The person, corporation, or company responsible for the accompanying State of Qualifications, having first been duly sworn, deposes and says:

That such Statement of Qualifications is genuine and not sham or collusive, nor made in the interest of or on behalf of person not herein named, and that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham submittal, or any other person, firm, or corporation to refrain from submitting, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

Vice President
(TITLE)

Subscribe and sworn to before me this
12th **Day of** January, **20**21.

SIGNATURE OF NOTARY PUBLIC
IN AND FOR THE

ANGELIA SHOEMAKER
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
April 25, 2021

COUNTY OF Maricopa

STATE OF Arizona

(My Commission Expires April 25, **20**21**).**

CERTIFICATIONS SIGNATURE FORM

Return this page with SOQ.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications 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 Certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Brian Smalkoski, P.E., AICP, PTP, PTOE	
(Typed Name of Official)	(Signature of Official)
Kimley-Horn and Associates, Inc.	1/12/2021
(Typed Name of Firm)	(Date)

City of San Luis
Request for Qualifications
Build Discretionary Grant Assistance
Final Evaluation Committee Scoring
1/25/2021

Qualifications	**Total Pts**	**Company**	**JD**	**MFJ**	**JT**	**EV**	
1. Proposer Qualifications	30	KH	36	26.5	27	26	
2. Relative Experience & References	40	KH	20	23.5	22	23	
3. Technical Approach	30	KH	27	18.5	21	24	
TOTAL POINTS	100		83	68.5	70	73	294.5

Evaluation Committee Recommendation to City Council

The evaluation committee met on January 25, 2021 and recommned council to enter into negotiations with Kinley Horn.

AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 4th day of February 2021, by and between City of San Luis ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant").

NAME OF PROJECT: City of San Luis, 2021 BUILD Discretionary Grant Support ("the Project").

The Client and the Consultant agree as follows:

(1) Scope of Services and Additional Services. The Consultant will perform only the services specifically described in Exhibit A, which is made a part of this Agreement ("the Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as the Client's representative. Such person shall have complete authority to transmit instructions, receive information, make and interpret the Client's and decisions.

(b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, and all standards of development, design, or construction.

(c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as survey, engineering data, environmental information, etc., all off which the Consultant may rely upon.

(d) Arrange for access to the project site and other property as required for the Consultant to perform services .

(e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.

(f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.

(g) Obtain any independent accounting, legal, cost estimating and feasibility services as the Client my require.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.

(3) Period of Services. This Agreement assumes conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work after receipt of a fully executed copy of this Agreement. The times for performance shall be extended as necessary for periods of delay or suspension resulting from circumstances the Consultant does not control. If such delay or suspension extends for more than six months for reasons beyond the Consultant's control, the rates of compensation provided for in this Agreement shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be as stated herein, unless otherwise provided in Exhibit A. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(b) If the Consultant's compensation is on an hourly basis, the parties may have estimated in Exhibit A costs and expenses for the various portions of the scope of Services. Services undertaken or expenses incurred by the Consultant exceeding any estimates shall be the liability of the Client.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

(d) If the Consultant initiates legal proceedings to collect payments for services, it may recover, in addition to all amounts due and payable, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings, including the cost, determined at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts.

(6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(7) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to the costs of construction and materials, are solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof or upon thirty days' written notice for the convenience of the terminating party. The Consultant will be paid for all services performed to the effective date of

termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination.

(9) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants shall not exceed twice the total compensation received by the Consultant under this Agreement or $50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained

(13) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party

reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution**.** All claims by the Client arising out of this Agreement shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor’s failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor’s general liability insurance policy.

(16) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(17) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the

Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are proved by in-house employees, contract employees, or independent subconsultants.

(18) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to its use of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(19) Miscellaneous Provisions. This Agreement is to be governed by the law of the state where the project is located. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the enforceability of the provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

(20) CITY OF SAN LUIS CONTRACT PROVISIONS

The Consultant, its employees, agents and subcontractors shall be independent contractors concerning the providing of services under this Agreement and that Consultant, Consultant's employees, agents and subcontractors shall not be considered to be employees or agents of the Client for any purpose and will not be entitled to any of the benefits the Client provides for its employees. Rights of the Consultant as an independent contractor include but are not limited to control of the work, manner and methods of the work, and the right to contract with other employers. Rights of the Client include but are not limited to inspection and approval of the work and the right to contract with others to perform the work.

This Agreement is subject to the Arizona Public Records laws, including, but not limited to, this Agreement's provisions regarding confidentiality.

This Agreement is subject to the cancelation provisions of A.R.S. §38-511 for conflict of interest.

Under A.R.S. § 41-4401 (e-verify):

1 The Consultant warrants its compliance with all federal immigration laws and regulations related to its employees and its compliance with A.R.S. § 23-214, subsection A.

2. That a breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.

3. That the Client retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

CITY OF SAN LUS, ARIZONA	KIMLEY-HORN AND ASSOCIATES, INC.
SIGNED: _____	SIGNED: 
PRINTED NAME: _____	PRINTED NAME: Brent. C. Crowther
TITLE:_____	TITLE: Sr. Associate/Vice President

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client	
Mailing Address for Invoices	
Federal ID Number	
Contact for Billing Inquiries	
Contact's Phone and e-mail	

Attach additional sheets if there are more than 4 parcels or more than 4 owners

Kimley»Horn

EXHIBIT A

February 4, 2021

Jenny Torres
Economic Development Manager
City of San Luis
1090 E. Union Street
P.O. Box 1170
San Luis, Arizona 85349

Tel: (928) 341-8584
Email: jtorres@sanluisaz.gov

RE: *Kimley-Horn Scope of Work and Fee Proposal for 2021 Build Discretionary Grant Assistance*

Dear Ms. Torres,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this scope and fee proposal "Agreement") to City of San Luis ("Client") for providing 2021 Build Discretionary Grant Assistance.

Project Understanding

The City of San Luis desires to submit a BUILD Grant application to USDOT to construct improvements to Cesar Chavez Boulevard. We appreciate the opportunity to submit this scope and fee proposal to provide technical assistance for research, preparation of the documentation, and completion of the grant application to the USDOT.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1. PROJECT KICK-OFF MEETING AND PROJECT MANAGEMENT

Kick-Off Meeting: Consultant will hold a project kick-off meeting to define project extents/elements. We will establish a mutually agreeable schedule to complete and submit the BUILD Grant application in advance of the federal deadline. We will coordinate the in-person "Story Board" meeting which will include a field review. We will identify other staff who should be involved in the study.

Bi-Weekly Progress Meetings: During the process of preparing the grant application, Consultant will participate in bi-weekly check-ins with the City via conference call to review progress, discuss action items, and exchange information. The purpose of these calls is to review progress and focus attention on key issues that need resolution to meet the deadline.

Deliverables:

- Project kick-off meeting (prepare, attend, document action items)
- Project schedule
- Maintain the project schedule to meet grant application schedule requirements

- Bi-weekly status calls (attend, document action items)

City of San Luis Responsibilities
- Project kick-off meeting (coordinate, invite attendees, attend)
- Bi-weekly status calls (coordinate, invite attendees, attend)

Task Assumptions
- All project meetings will be held via teleconference (Zoom, MS Teams). No in-person meetings are anticipated during the development of the grant application.
- Consultant will participate in up to 6 bi-weekly status calls.

TASK 2. DEVELOP APPLICATION STORYBOARD

Storyboard Meeting: Consultant will hold a an in-person meeting with City of San Luis staff to define project extents/elements and collaborate on a list of the most compelling reasons for funding improvements to Cesar Chavez Boulevard as they align with the 2021 BUILD Grant selection criteria and application guidance.

Prepare Storyboard: Our next step is to prepare for and conduct a "storyboard" exercise with City staff to develop a comprehensive understanding of the application approach and the "story" that will be communicated in the grant narrative. In preparation for the storyboard exercise, our team will develop an initial framework on the most compelling reasons to fund the project and how they align with the selection criteria and application guidance to tell the best story.

Storyboarding is the key to aligning the development of the narrative to the grant requirements by keeping the narrative focused, compelling, and aligned with the Notice of Funding Opportunity (NOFO).

Consultant will organize and prepare an agenda to discuss the storyboard during one of our early bi-weekly check-ins with the City. Consultant will distribute a list of action items via email following the meeting. Based on the storyboard discussion, Consultant will prepare an application storyboard (an outline of the project narrative) and an application document framework will be distributed to the City for review.

Kimley-Horn Deliverables
- Project storyboard meeting (attend, document action items)
- Application storyboard – A detailed outline of the ~30-page project narrative per the NOFO
- Application document template

City of San Luis Responsibilities
- Participation in project storyboard meeting (coordinate invitees, attend)
- Input on project description and storyboard
- Review application storyboard and document template and provide one set of consolidated, reconciled comments within 5 business days.

TASK 3. PREPARE BENEFIT-COST ANALYSIS

Consultant will prepare information to quantify project benefits and costs in compliance with the specific grant requirements and based on the Task 2 effort.

Consultant will identify and collect necessary data to support the BCA using the current BCA Guidance for Discretionary Grant Programs issued by USDOT. The BCA results will be presented in a technical memorandum included as an appendix to the 2021 BUILD Grant application.
Consultant will present results to the City at a bi-weekly call prior to finalization. The results of the BCA will also be incorporated into the project narrative.

A BCA Excel file will be prepared for inclusion in the application, and any identified sensitivity analyses will be built into the BCA Excel file. Difficult-to-quantify considerations will be addressed in the technical memorandum and the project narrative.

Consultant will work with the City to identify available information. The City will provide key information such as project cost estimates.

Kimley-Horn Deliverables

- Draft and final BCA technical memorandum
- BCA Excel File

City of San Luis Responsibilities

- Provide available information data to support the BCA Review draft BCA and provide one set of consolidated, reconciled comments on the memorandum within 5 business days.
- Provide key information to inform the cost and benefit analysis, including project construction costs, anticipated maintenance costs, and benefits information.

TASK 4. PREPARE BUILD APPLICATION

Consultant will prepare the draft application for the 2021 BUILD Grant following the NOFO and the application storyboard developed in Task 2. The draft application will be completed as a Word document and will contain placeholders for technical data and graphics.

Consultant will review the draft application with the City during one of the bi-weekly meetings and provide the draft for review. Based on one round of consolidated, reconciled comments from the City, Consultant will revise and publish the draft final application as a PDF.

Based on one round of consolidated City comments, Consultant will finalize the 2021 BUILD Grant application and provide it to the City for submittal to USDOT.

The BCA, project narrative, and forms such as the 424 and 424C are often required to be uploaded to grants.gov as part of the application process. Although these forms require some internal contacts and assurances that must be completed by the City, Consultant will assist the City Project Manager with prepopulating these forms. Consultant will fill out information in the forms, such as project cost information on the 424C, and upload documents such as the final narrative for the City to review and finalize before submitting.

Consultant will draft letters of support to provide to the signatories for the grant application. Consultant will compile the letters of support received by the City for inclusion in the final PDF application document.

Kimley-Horn Deliverables

- Application review meeting (attend, document action items)
- Develop up to two (2) draft letters of support templates for signatories

- Draft 2021 BUILD Grant application (MS Word template) that includes the elements of the project narrative described in Task 2, per USDOT 2021 BUILD Grant NOFO
- Draft final and final 2021 BUILD Grant application (PDF)
- Documentation pertaining to the completed Grant application. The City may use or reproduce such material
- Support City in submitting the Grant application via the grants.gov website

City of San Luis Responsibilities

- Provide available information such as financing considerations (funding plan), technical datasets from prior work, and data to support the BCA
- Application review meeting (coordinate invitees, attend)
- Prepare a project schedule that aligns with the 2021 BUILD Grant project description
- Provide available information such as financing considerations (funding plan) and technical datasets from prior Cesar Chavez Boulevard planning and design work. The information provided must include project cost and schedule to be used in 2021 BUILD Grant application
- Coordinate with signatories on letters of support
- Review draft 2021 BUILD Grant application and provide one set of consolidated, reconciled comments via Word document track changes within 5 business days
- Review draft final 2021 BUILD Grant application and provide one set of consolidated, reconciled comments (limited to design and graphics comments)
- Submit the Grant application via the grants.gov website with support and coordination with Consultant

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Preparation of cost estimate for the Cesar Chavez Boulevard improvement project. It is assumed that the City of San Luis will provide this information to Consultant.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- *Public and Community Engagement*: Public outreach is not required as part of a BUILD Grant application. As this project is documented in local and regional transportation plans, it is generally understood that there is a sufficient level of community support for the project. If public outreach is required by the City, both in preparation of the grant or subsequent administration, Kimley-Horn can provide a scope and fee to conduct those services including creating materials for and participating in public meetings and City Council meetings and engaging with the public.
- *Grant Administration*: Upon award, Consultant can prepare a scope and fee to provide grant administration services to the City. This will include maintaining accurate financial records of grant activities and operations in accordance with accepted accounting principles as required by USDOT.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Cesar Chavez Boulevard financing considerations (funding plan) and technical datasets from prior Cesar Chavez Boulevard planning and design work.
- Cesar Chavez Boulevard construction schedule that aligns with the 2021 BUILD Grant project description.

Schedule

We will provide our services as expeditiously as practicable with the goal of preparing the 2021 Build Application consistent with requirements by USDOT.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 4 for the total lump sum fee below. Individual task amounts are informational only. Fee by subtask is included in **Attachment 1.**

Task 1	Project Management / Bi-Weekly Meetings	$ 6,150
Task 2	Develop Application Storyboard	$ 7,170
Task 3	Prepare Benefit-Cost Analysis	$18,030
Task 4	Prepare Build Application	$ 23,175
Direct Expenses		$ 750
Total Lump Sum Fee		**$55,275**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you want us to proceed with the services, please have an authorized person execute this Agreement and return to us.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

ATTACHMENT 1

Task	Subtask Fee	Task Fee	Notes
Task 1: Bi-Weekly Calls/Project Management		*$6,150*	
Kick-Off Call	$570		3 KH staff
Bi-Weekly Team Calls	$5,580		Up to 6 meetings, 2 hours (1-hour prep, 1-hour meeting), all virtual meetings.
Task 2: Develop Application Storyboard		*$7,170*	
Story Board Meeting and Draft Application Storyboard	$7,170		2 KH staff to attend in-person in San Luis, others to join remotely.
Task 3: Prepare Benefit-Cost Analysis		$18,030	
Prepare BCA	$10,040		
BCA Results Review	$850		
Draft BCA Technical Memo	$4,650		
Final BCA Technical Memo	$2,490		
Task 4: Prepare Build Application		$23,175	
Revised Application Storyboard	$2140		
Prepare Narrative	$12,550		
Draft Letters of Support	$770		KH to draft; City to contact signatories.
Prepare Draft BUILD 2021 Application	$1,450		
Prepare Final BUILD 2021 Application	$5,255		
Complete Supplemental Forms	$1,010		KH to draft forms: City to submit through BUILD Grant website
Labor Subtotal Cost		**$ 54,525.00**	
Direct Expenses		$750.00	
TOTAL		**$ 55,275.00**	

AGENDA ITEM REVIEW FORM

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

Meeting Date: 02/10/2021

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

Submitted By: Michelle Boucher, Administrative Coordinator, Police Department

Action Requested: Motion
Order

ITEM:

Discussion and possible direction to staff on any and all matters regarding the approval and adoption of Order No. 2021-3. An order of the Mayor and City Council of the City of San Luis, Arizona to authorize the City of San Luis Police Department to receive funding for overtime and mileage by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Operation Stonegarden Grant Program Award - Overtime and Mileage between the State of Arizona through the Arizona Department of Homeland Security and the City of San Luis, Arizona through the San Luis Police Department. **(Richard Jessup, Chief of Police)**

SUMMARY:

The City of San Luis Police Department has been awarded $500,000.00 for overtime and $20,025.00 for mileage under the Fiscal Year 2020 Operation Stonegarden Program Award Number 200434-01. The grant performance period is January 1, 2021, through March 31, 2022. The total awarded grant funded amount is $520,025.00.

The adoption of this order will support the United States Border Patrol mission by allowing police officers the ability to prevent or stop the egress of drug and undocumented person smuggling, and the nexus to terrorism.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT ORDER NO. 2021-3 APPROVING THE INTERGOVERNMENTAL AGREEMENT AND GRANT AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Federal
TOTAL:	Yes
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	$372,348
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	250-181-50010 Special Revenue Public Safety: OT, 250-181-70005 Gas/Oil

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

The San Luis Police Department will receive $520,025.00 in Overtime and Mileage as reimbursements. The remaining unused funds will carry over to FY 2022. Available funds to spend this fiscal year is $372,348.

Account numbers:
250-181-50010.174 Special Revenue- Public Safety, Police Department-Overtime DOHS OPSG 200434-01
250-181-70005.174 Special Revenue- Public Safety, Police Department-Gas/Oil DOHS OPSG 200434-01

Attachments

Order No. 2021-3
Award Letter
Subrecipient Agreement

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Order

No. 2021-3

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO AUTHORIZE THE CITY OF SAN LUIS POLICE DEPARTMENT TO RECEIVE FUNDING FOR OVERTIME AND MILEAGE BY APPROVING AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT OPERATION STONEGARDEN GRANT PROGRAM-OVERTIME AND MILEAGE BETWEEN THE STATE OF ARIZONA THROUGH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS POLICE DEPARTMENT.

WHEREAS, the City of San Luis desires to increase police presence within our city limits to support the United States Border Patrol mission by allowing police officers to stop or prevent the egression of drug, undocumented persons smuggling, and the nexus to terrorism;

WHEREAS, the Arizona Department of Homeland Security has approved OPSG Overtime and Mileage and Employee Related Expenses to enhance border security throughout the City of San Luis;

WHEREAS, the Arizona Department of Homeland Security has prepared an Intergovernmental Agreement which provides for all of the funds including that these funds shall not be used to supplant other funding of the San Luis Police Department.

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

Section 1. That the Intergovernmental Agreement titled "SUBRECIPIENT AGREEMENT 20-AZDOHS-OPSG-200434-01" and the grant application titled "OPSG Overtime and Mileage" both Attached to this order 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.

[Intentionally left blank, signature page follows]

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona this ___ day of February, 2021.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

State of Arizona
Department of Homeland Security

Governor Douglas A. Ducey

Director Gilbert M. Orrantia

FFY 2020

Dear OPSG Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

> The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.
>
> Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
OVERTIME-MILEAGE

20-AZDOHS-OPSG-_____
(Enter Subrecipient Agreement number above (e.g., 200XXX-XX)

Between

The Arizona Department of Homeland Security
And

_____
(Enter the name of the Subrecipient Agency above)

DUNS Number_____
(Enter the DUNS number above)

WHEREAS, A.R.S. section 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

_____
(Enter the name of the Subrecipient Agency above)

(Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **January 1, 2021 and shall terminate on March 31, 2022**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**OPSG Overtime-Mileage"** and funded at **$**_____ (as may have been modified by the award letter). (Enter funded award amount above)

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2020-SS-00017-S01 and CFDA #97.067:

a) Provide up to **$**_____ to the Subrecipient for services provided under Paragraph III.

Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the

Subrecipient. A listing of acceptable documentation can be found at *www.azdohs.gov*. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the Subrecipient shall be for only the amount of dollars actually spent by the Subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than $750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than $750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.

b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.

c) Subrecipients who do not expend more than $750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq*.). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website https://www.dol.gov/whd/govcontracts/dbra.htm.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic

Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers
Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors
The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

Travel Costs
All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: https://gao.az.gov/travel.

Procurement
The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: *https://azdohs.gov/grant-program-forms.*

Training and Exercise
The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

a) P25 (Project 25) standards;
b) SAFECOM Guidance (*see* https://www.dhs.gov/safecom);
c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. 41-4401—immigration laws and E-Verify requirement.

a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program”).

b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS’s discretion, up to and including termination of this Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.

b) Nonexpendable Property/Equipment and Capital Assets:

   a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

   b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at *https://azdohs.gov/grant-program-forms.* The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

   a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.

   b. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at *https://azdohs.gov/grant-program-forms.*

f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs
The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

b) The Subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at *https://azdohs.gov/grant-program-forms*. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and

implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

d) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

    a. In case of equipment disposition:
    The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.

f) Financial Reimbursements
The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar** days after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags
Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175–175c.

Article G – Universal Identifier and System of Award Management (SAM)
Subrecipient hereby acknowledges and agrees that is must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, P. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. 794), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing
The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM
The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must

comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation
All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension
The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright
The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)
The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990
The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 US.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS
The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances
Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.

2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.

4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements
The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights
Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All

subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – National Environmental Policy Act
All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions
The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and additional resources on *http://www.lep.gov*.

Article AC - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974
The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving
All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status
The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AJ - Duplication of Benefits
Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AK - Drug-Free Workplace Regulations
The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968
The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. 100.201).

Article AM - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:
   a. Procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" (as defined in ¶2 of this Article AM) as a substantial or essential component of any system, or as critical technology of any system;
   b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
   c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

2. For purposes of this Article AM "covered telecommunications equipment or services" means:
   a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
   b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
   c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
   d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AM. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent and ability to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties

agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily

injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.

b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Subrecipient.

XXXVI. SPECIAL CONDITIONS

a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

AGENDA ITEM REVIEW FORM

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

Meeting Date: 02/10/2021

Department Head: Angel Ramirez, Fire Chief, Fire Department

Submitted By: Angel Ramirez, Fire Chief, Fire Department

Action Requested: Motion

ITEM:

Discussion and possible actions on any and all matters regarding the purchase of a new Self Contained Breathing Apparatus (SCBA) fill station. **(Angel Ramirez, Fire Chief)**

SUMMARY:

The current fill station (Mako Brand) that is currently in use was purchased in the early 2000s and was designed to fill SCBA bottles with a much lower PSI capability than we currently use. Our current bottles are rated at 4500(psi) 45 minutes and our previous bottles were rated at 2216(psi) 30 minutes. The Mako unit has sustained numerous repairs in the past year, much of the issues having to do with the overloading of the system to fill our current bottles. The San Luis Fire Department obtained a quote of $48,727.96 for a new fill station through LN Curtis who is a long-time vendor used by our organization.

We would also like to waive formal purchasing code procedures so that we can have LN Curtis as our vendor for the fill station. LN Curtis has always given us great customer service and always prioritizes our needs.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF A NEW SCBA FILL STATION IN THE AMOUNT OF $48,727.96 AND WAIVE FORMAL PURCHASING PROCEDURE AS ALLOWED UNDER CITY CODE SECTION 36.01(H).

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$48,727.96
BUDGETED AMOUNT:	$49,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-999-90000

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

N/A

Attachments

Fill Station Quote

Ph: 602-453-3911
TF: 877-453-3911
Fax: 602-453-3910
azsales@lncurtis.com
DUNS#: 00-922-4163

CURTIS
TOOLS FOR HEROES

Southwest Division
4647 South 33rd Street
Phoenix, AZ 85040
***.LNCURTIS.com
Quotation No. 176188

Quotation

CUSTOMER:

San Luis City Fire Department
PO Box 7740
San Luis AZ 85349

SHIP TO:

San Luis City Fire Department
1165 North Mccain Avenue
San Luis AZ 85349

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
176188	01/14/2021	03/15/2021

SALESPERSON	CUSTOMER SERVICE REP
Travis Sparks tsparks@lncurtis.com 520-709-6360	Alex Rodriguez ARodriguez@lncurtis.com 602-800-7844

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
Blackhawk CFS BAC		C34551	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
FTSP	Standard Shipping	

NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

Ph: 602-453-3911
TF: 877-453-3911
Fax: 602-453-3910
azsales@lncurtis.com
DUNS#: 00-922-4163

CURTIS
TOOLS FOR HEROES

Southwest Division
4647 South 33rd Street
Phoenix, AZ 85040
***.LNCURTIS.com
Quotation No. 176188

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	BHB EAGLE AIR CUSTOM	BLACKHAWK CFS BAC AS BELOW: Model BHB10S3D2U Model BHB10S3D2U BlackhawkCFS Breathing Air Compressor System – 13.3 cfm charging rate, 6000 psig, driven by a 10-hp three-phase electric motor, complete with two SCBA certified containment fill station and standard accessories plus remote air intake, enhanced shutdown indicator light package, Air Monitor System (combination CO/ moisture monitor), four (4) 6000 psig UN/ ISO air storage cylinders (bulk-piped), SCBA spacer kit and 4.5 priority fill control system as per the attached specifications. The design of this new version of the Blackhawk allows it to be shipped in two pieces. The two modules can be joined onsite during the installation or simply mounted next to each other. *OPTIONAL: - FOR INTEGRAL 50FT HOSE REEL, ADD $1650.00	$42,200.00	$42,200.00
2	1	EA	CURTIS SERVICE NCLP AZ	AZ NON CONTRACT LABOR AND PRODUCT- AS BELOW; Final set up and training for compressor. *Does not include final electrical hookup	$1,500.00	$1,500.00

*Upon arrival of a breathing air compressor system, customer will be required to offload, place in desired location, and complete the electrical connection. This may require the use a forklift to place in the proper area. Once this has been completed, please contact our office so that one of our factory certified technicians can be scheduled for startup and training. The system will be tested for proper and safe operation. Your department's personnel will be trained on the compressor use and safe operation.

DUNS NUMBER: 009224163
SIC CODE: 5099
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 03/15/2021. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Ph: 602-453-3911
TF: 877-453-3911
Fax: 602-453-3910
azsales@lncurtis.com
DUNS#: 00-922-4163

CURTIS
TOOLS FOR HEROES

Southwest Division
4647 South 33rd Street
Phoenix, AZ 85040
***.LNCURTIS.com
Quotation No. 176188

Subtotal	$43,700.00
Tax Total	$3,527.96
Transportation	$1,500.00
Total	$48,727.96

View Terms of Sale and Return Policy

AGENDA ITEM REVIEW FORM

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

Meeting Date: 02/10/2021

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and action on any and all matters regarding Resolution No. 2153. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an Intergovernmental Agreement with the Yuma Union High School District #70 for joint athletic and recreational facilities use through the City's Parks and Recreation Department and San Luis High School. **(Lizandro Galaviz, Director of Parks and Recreation)**

SUMMARY:

Council passed this resolution at the January 27, 2021, Regular Meeting. However, the Intergovernmental Agreement attached was the old one, not the newly negotiated one. The correct IGA was attached at the Work Session on February 3, 20201.

Summary of the Intergovernmental Agreement with Yuma Union High School District (YUHSD) #70 through the San Luis High School

The 5-year agreement with the Yuma Union High School District #70 regarding joint facility use is expiring this year. Staff has negotiated the basic terms.

The changes are that:
-the APS bill for the lights will go to the High School,
-the High School has said they will pay $150,000 for the field lights in a lump sum.
-the city will stop doing maintenance of the field,
-joint use of each other's facilities will continue and
-there are provisions for COVID-19 public health requirements.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2153 APPROVING THE ATTACHED 2021 VERSION OF THE IGA.

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):

Under the prior IGA, the High School is paying the current value of the field lights which the City of San Luis paid for and installed in 2016. There remains a 5-year warranty for the High School which was part of the valuation. The High School is paying San Luis $150,000 in a lump sum.

The IGA allows for the High School and the city to charge fees if each other's staff are needed in order to use the facilities.

Attachments

Resolution No. 2153

IGA 2021 Version

Former IGA with Yuma Union High School District #70

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2153

A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an intergovernmental agreement with the Yuma Union High School District #70 for joint athletic and recreational facilities use through the City's Parks and Recreation Department and San Luis High School.

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

Section 1. It is deemed in the best interest of the City of San Luis and its residents that the city enter into an Intergovernmental Agreement with Yuma Union High School District #70 for joint athletic and recreational facilities use at San Luis High School and the City's Parks and Recreation Department.

Section 2. A true copy of the Intergovernmental Agreement is incorporated herein as though set forth again in full.

Section 3. The Mayor is authorized and directed to execute said Intergovernmental Agreement for and on behalf of the City of San Luis and the City Clerk to attest the same.

Section 4. City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Section 5. The San Luis City Clerk and the City Clerk's designee are authorized and directed to deliver this Intergovernmental Agreement to the Yuma Union High School District #70 and to maintain a fully executed Intergovernmental Agreement in the official files of the City Clerk.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____day of February 2021.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

INTERGOVERNMENTAL AGREEMENT REGARDING JOINT FACILITY USE AT YUMA UNION HIGH SCHOOL DISTRICT #70 AND THE CITY OF SAN LUIS RECREATIONAL FACILITIES

THIS AGREEMENT ("Agreement"), made and entered into this _____ day of February 2021 by and between the CITY OF SAN LUIS, a municipal corporation of the State of Arizona, hereafter referred to as ""CITY"" and the YUMA UNION HIGH SCHOOL DISTRICT #70, hereinafter referred to as ""DISTRICT."" The CITY and the DISTRICT may be referred to in the singular as party or owner and in the plural as parties or owners.

WHEREAS, the CITY is authorized by A.R.S. § 11-952 to enter into this Agreement; and

WHEREAS, the DISTRICT is authorized by A.R.S. § 11-952 to enter into this Agreement; and

WHEREAS, pursuant to Section 11-951 et seq. of Arizona Revised Statutes, cities and schools may enter into agreements for the construction, development, cooperative maintenance, operation, and use of parks, swimming pools, and other recreational facilities on the property used for public purposes if the governing bodies having charge and control of such properties give their consent and cooperation; and

WHEREAS; the DISTRICT has recreation facilities such as tennis courts, gymnasiums, athletic fields, weight rooms, dance rooms, auditoriums, running tracks, classrooms and stage that could be used for community health, education, and enrichment opportunities provided through the CITY during non-school hours; and

WHEREAS, the CITY has recreation facilities such as athletic fields, a swimming pool, parks, and plans for trails that could be used for physical education and school athletic opportunities provided through the DISTRICT; and

WHEREAS, it is the desire of the parties to develop and operate facilities for joint use and to conduct recreational programs that provide maximum public benefit; and

WHEREAS, it is good policy to partner in the development of facilities that can be used for school enrichment, physical fitness, athletics, and public recreation.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements of the parties herein contained, it is agreed as follows:

Section 1. Purpose

The purpose of this Agreement is to establish the rights, duties and responsibilities of the parties for the joint use of recreational or athletic facilities owned by each party.

Section 2. Term

This Agreement will become effective as of the date indicated above and will terminate five (5) years thereafter unless terminated earlier as provided in Section 3 or renewed. This Agreement may be renewed for three additional five (5) year periods upon 120 days written notice to the other party. Any renewal will be reduced to writing and signed by the parties.

Section 3. Termination

This Agreement may be terminated at any time by mutual agreement of the parties, or either party may terminate this Agreement, with or without cause, upon ninety

(90) days written notice to the other party of the intent to terminate.

Section 4. Facilities

This Agreement authorizes the continued joint use of each 'party's respective facilities, as shown on Exhibit ""A"" attached "("Facilities"""). This Exhibit may be amended upon written approval of the City Manager or designee and the school Superintendent or designee, without further modification of this Agreement. The Facilities listed on the attached Exhibit ""A"" that are the property of the DISTRICT shall be referred to herein individually as a ""DISTRICT Facility"" and collectively as the ""DISTRICT Facilities"." The Facilities listed on the attached Exhibit ""A"" that are the property of the CITY shall be referred to herein individually as a ""CITY Facility"" and collectively as the ""CITY Facilities."" Facilities may include, but not be limited to, buildings and grounds, recreational or athletic facilities, and parking areas.

Section 5. General Guidelines for Joint Use of Facilities

A. Facility Usage. Each party will make its Facilities listed in Exhibit ""A"" available for use by the other party after the scheduling requirements for each 'party's own programs have been met. The DISTRICT will have use of DISTRICT Facilities during the school year during regular school hours and after school hours or on weekends as required by the DISTRICT athletic schedules and other school activities. The CITY will have use of DISTRICT Facilities during the summer months and on weekends, holidays, and weeknights beginning at 6:00 p.m. during the school year, unless the DISTRICT Facilities are previously scheduled for DISTRICT events or DISTRICT maintenance. The CITY will have use of CITY Facilities year-round. The

DISTRICT may have use of CITY Facilities unless previously scheduled by others or for CITY maintenance.

B. Enforcement of Policy. DISTRICT reserves the right to enforce DISTRICT policies including, but not limited to, dress codes and policies addressing alcohol consumption at all DISTRICT sponsored activities. CITY reserves the right to enforce CITY policies at CITY sponsored events. The parties agree that the CITY may permit the consumption of alcohol, as permitted by applicable law, in a DISTRICT Facility during the 'CITY's use of the Facility, except that no alcohol shall be permitted within any DISTRICT building which contains classrooms.

C. Facilities Maintenance. Each party will maintain its own Facilities and equipment in good and reasonable repair as required by law. The DISTRICT will be solely responsible for costs of and making any repair of damages to the CITY Facilities that occur during 'DISTRICT'S use of the CITY Facilities. The CITY will be solely responsible for the cost of and making any repair of damages to DISTRICT Facilities that occur during 'CITY'S use of DISTRICT Facilities. The party responsible for the damages shall promptly notify the owning party of any damages that occur during the responsible 'party's use of the Facilities. The owning party, upon discovering any damages reasonably believed to be caused during the other 'party's use of the Facilities, shall notify the other party in writing of the damages and may make required repairs and invoice the responsible party for the actual, reasonable costs thereof. The responsible party shall pay the invoice within 30 days of receipt, unless, within ten (10) days of receipt of the written notice, the responsible party has disputed the damages or costs in writing, specifying the items in dispute and the reasons therefore. The parties

will use their best efforts to investigate and resolve the disagreement prior to filing any claim for damages. The term ""damage"" does not include ordinary wear and tear. Each party will be responsible for routine maintenance and cleaning of its Facilities unless specifically agreed otherwise.

D. Non-Interference. Each party agrees that use of the other 'party's Facilities will not interfere with the other 'party's usual conduct of its business, nor be inconsistent with the intended and normal use of the Facilities used. Each party agrees to provide necessary and appropriate supervision for activities conducted at the other 'party's Facilities, to be responsible for the expenses of supervision, security, and supplies unless otherwise noted in this Agreement, and to make reasonable efforts to inspect Facilities for safety conditions and for damage at the beginning and end of each period of use. Each party will leave the 'other's Facilities in neat and orderly condition unless specifically agreed otherwise.

Section 6. Joint Use Scheduling Confirmation Process

A. Scheduling. Each owner will be responsible for maintaining the schedule for its own Facilities.

B. Scheduling Meetings. Representatives of the parties will meet on or about December 1, March 1, June 1 and September 1 of each year to discuss scheduling for April through June, July through September, October through December, and January through March, respectively. Within two weeks following the meeting, each 'owner's representative shall prepare a joint-use confirmation form for the quarter discussed and shall send the schedule to the other party. The receiving party will either approve the proposed schedule by returning it with a signature of approval or may, within seven (7)

days, contact the other representative to discuss changes or amendments which need to be addressed. Quarterly discussions shall include a review of a calendar of projected use for the coming year and shall include times when Facilities may not be used due to appropriate maintenance of Facilities and field turf. A final, signed schedule should be in place at least three (3) months before the scheduled use for a quarter begins. During scheduling meetings, the parties shall work to resolve any issues. The parties will, in good faith, discuss how to maximize the mutual benefit of the shared use of CITY and DISTRICT Facilities.

C. Scheduling Changes. CITY and DISTRICT will cooperate in seeking a mutually acceptable alternative in the event of the need for scheduling changes. The mutual goal in rescheduling will be to maintain program continuity, to give adequate notification of scheduling changes and, where necessary, to relocate programming. In the event of no mutually acceptable alternative, use by the owner shall take priority.

D. Health and Safety. If at any time the CITY or the DISTRICT determines that a Facility does not meet applicable health and safety standards or that for any other reason, the Facility is unsafe for use, the using party may cancel its event and notify the owner of the unsafe conditions. The owner will have the authority to close the Facility until the unsafe conditions are rectified. Each party will take immediate steps to notify the other party of the cancellation/closure.

E. COVID-19 Mitigation Compliance Measures (or other public health emergencies). If a party requests to use the other party's Facility or Facilities while COVID-19 or other public health measures are required by law or desirable to the party

owner of the Facility or Facilities, the requesting party shall provide in writing to the party owning the Facility or Facilities:

1. a detailed description of the event;
2. anticipated number of attendees;
3. location of the event;
4. actions to comply with Federal, State, County and CITY Mitigation Compliance Measures, including but not limited to applicable COVID-19 Arizona Governor Emergency Executive Orders, Arizona Department of Health Services Orders, Yuma County Emergency Proclamations, Yuma County Health Services District Orders, CITY Emergency Proclamations; and
5. commitment that the requesting party will cancel the event if the applicable gating criteria, metrics or benchmarks for safe infection control for the event are not met two weeks before the event.

Section 7. Fees

A. Each party may charge the other fees for the use of their respective Facilities for reimbursement for services, maintenance or supplies, or utilities attributable to the other 'party's use of the Facilities. Fees will be established during the scheduling process. The parties agree to minimize fees to the extent possible for community benefit.

B. For clarification, the obligations under Section 7. Utilities under the Intergovernmental Agreement between the CITY and the DISTRICT dated February 24, 2016, are terminated and expired. The DISTRICT will pay all its utilities, including electricity for

the lights for "DISTRICT FIELD" as defined in the Intergovernmental Agreement between the parties dated February 24, 2016, unless stated otherwise in this 2021 Agreement, Section 7(A).

C. Under Section 8. Capital Improvements of the Intergovernmental Agreement between the parties dated February 24, 2016, the CITY installed lights at the CITY's cost on the "DISTRICT FIELD" as defined in that Intergovernmental Agreement. The DISTRICT agrees to reimburse the CITY for said lights at the reasonable depreciated value of $150,000.00 (which includes a warranty that will expire August 18, 2026) to be paid in a lump sum on or before June 30, 2021.

Section 8. General Terms and Conditions

A. Finance and Budget: Each party shall establish and maintain its own budget according to its established rules and policies and shall be responsible for financing its own activities undertaken under this Agreement. In the event of non-appropriation of funds by either party for any Fiscal Year this, Agreement is effective, this Agreement will terminate at the end of the period for which funds are appropriated unless the parties agree to a modification of this Agreement.

B. Notice: Any notice given under this Agreement shall be in writing and sent to the party and address listed below:

If to CITY:

Parks and Recreation Director
P.O. Box 1170
San Luis, Arizona 85349

If to DISTRICT:

YUHSD #70 Superintendent
3150 S. Avenue A
Yuma, Arizona 85364

C. Indemnification: Each party does hereby covenant and agree to indemnify, defend, and hold harmless the other party from and against any and all fines, suits, claims, demands, defense costs, losses, liability, actions and/or causes of action of any kind and nature (hereinafter collectively referred to as ""Claims"") for personal injury (including death) or property damage that may arise from that 'party's use, operation, maintenance, or repair of the Facilities; except for those claims which arise out of the sole negligence or willful misconduct of the other party, its agents or employees.

D. Non-Discrimination Requirements: The parties shall comply with State Executive Order #99-4, which mandates that all persons, regardless of race, color, religion, sex, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable federal and state laws, rules and regulations, including Title VI, and all other federal and state employment and educational opportunity laws, rules and regulations, including Title VII of the Civil Rights Act of 1964, P.L. 88-854 (1964), and the Americans with Disabilities Act of 1999.

E. Employment Eligibility: The parties warrant, and shall require their subcontractors to warrant, that each is in compliance with all federal immigration laws and regulations that relate to their employees and with A.RS. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of the other 'party's employee or subcontractor employee who works on this Agreement to ensure that the party or its subcontractors are complying with this warranty. Employees

hired by either party to provide services, whether providing those services on premises owned by the CITY or the DISTRICT, shall be the employee of the hiring party only.

F. Insurance requirements: DISTRICT and CITY shall each keep and maintain in force, during the term of this Agreement and at their own expense, liability insurance of not less than $1,000,000.00 covering their respective activities. This insurance may be comprised of self-insurance retention "("S.I.R."") and insurance, so long as the combination of the two equals the minimum required amounts stated above. Each party shall provide to the other a certificate of insurance showing such coverage. The amount of insurance shall be reviewed, and may be adjusted, every three (3) years.

G. Risk of Loss: The party sponsoring and supervising a particular event shall bear the risk of loss, including, but not limited to, loss caused by theft, vandalism or property damage or claims arising therefrom.

H. Dispute Resolution: The parties agree to make all reasonable efforts to resolve disputes arising under this Agreement. Upon written request by either party, a dispute may be submitted to mediation with a trained and neutral mediator. If the parties mutually agree, claims, disputes, or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Request for arbitration must be filed in writing with the other party to this Agreement.

I. Costs and Attorney Fees: In the event any action, suit, or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or

proceeding, all litigation and collection expenses, including, but not limited to, witness fees, court costs, and reasonable 'attorney's fees.

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

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

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

M. Venue: The parties must initiate and maintain any legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.

N. Disposal of Property: The parties do not anticipate that there will be any personal property to be disposed of upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, the property shall be returned to its original owner.

O. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

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

Q. Previous Agreement Superseded: This Agreement supersedes and replaces the previous joint use Facilities Agreement between the CITY and DISTRICT dated February 24, 2016.

DATED this _____ day of February 2021

CITY OF SAN LUIS

By _____
Mayor

YUMA UNION HIGH SCHOOL DISTRICT #70

By _____
Superintendent

ATTEST:

_____
City Clerk

I state that I am an attorney for the City of San Luis, State of Arizona. Under A.R.S. § 11-952(D), I certify that I have determined that this Agreement is in proper form, and it is within the powers and authority granted to the City of San Luis under the laws of Arizona.

_____ Date: _____
Kay Marion Macuil
San Luis City Attorney

I state that I am an attorney for Yuma Union High School District #70 ("YUHSD"). State of Arizona. Under A.R.S. § 11-952(D), I certify that I have determined that this Agreement is in proper form, and it is within the powers and authority granted to the City of San Luis under the laws of Arizona.

Exhibit "A"

CITY Facilities	**DISTRICT Facilities**
Baseball Fields	Tennis Courts
Softball Fields	Gymnasium
Municipal Pool	Athletic Fields
Gymnasium	Auditorium
Athletic Field	Running Track
	Classrooms

CONFORMED COPY
2016-09939 INTERGOVERNMENTAL AGREE.
04/28/2016 02:44:11 PM Pages: 14 Fees: $19.00
Requested By:CITY OF SAN LUIS CITY CLERK
Recorded By: askaggs
Robyn Stallworth Pouquette County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

CITY OF SAN LUIS
ATTN: SONIA CORNELIO, CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349

The above area is to be reserved for recording information

****

CAPTION HEADING:

Intergovernmental Agreement
An Intergovernmental Agreement between the City of San Luis Arizona and the Yuma Union High School District #70

INTERGOVERNMENTAL AGREEMENT
REGARDING JOINT USE OF RECREATIONAL FACILITIES AT YUMA UNION HIGH SCHOOL DISTRICT #70 (SAN LUIS HIGH SCHOOL) AND THE CITY OF SAN LUIS

THIS AGREEMENT, made and entered into this 24th day of February, 2016 by and between the CITY OF SAN LUIS, a municipal corporation of the State of Arizona, hereinafter referred to as "CITY" and the YUMA UNION HIGH SCHOOL DISTRICT #70, hereinafter referred to as "DISTRICT".

WHEREAS, the CITY is authorized by A.R.S. §11-952 to enter into this Agreement; and

WHEREAS, the DISTRICT is authorized by A.R.S. §11-952 to enter into this Agreement; and

WHEREAS, pursuant to A.R.S. §11-951 et seq., cities and schools may enter into agreements for the construction, development, cooperative maintenance, operation, and use of parks, swimming pools, and other recreational facilities on property used for public purposes if the governing bodies having charge and control of such properties give their consent and cooperation; and

WHEREAS; the DISTRICT has recreation facilities such as tennis courts, athletic fields, and running track, that could be used for community health, education, and enrichment opportunities provided through the CITY during non-school hours; and

WHEREAS, the CITY has recreation facilities such as athletic fields, swimming pools, parks, and trails that could be used for physical education and school athletic opportunities provided through the DISTRICT; and

WHEREAS, it is the desire of the parties to develop and operate facilities for joint use and to conduct recreational programs that provide maximum public benefit; and

WHEREAS, it is good policy to cooperate in the development of facilities that can be used for school enrichment, physical fitness, athletics, and public recreation.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements of the parties herein contained, it is agreed as follows:

Section 1. Purpose

The purpose of this Agreement is to establish the rights, duties and responsibilities of the parties for the joint use of recreational or athletic facilities owned by each Party.

Section 2. Term

This Agreement will become effective as of the date indicated above, and will terminate five (5) years thereafter, unless terminated earlier as provided in Section 3, or renewed.

Section 3. Termination

This Agreement may be terminated at any time by mutual agreement of the parties or either Party may terminate this Agreement, with or without cause, upon one hundred eighty (180) days written notice to the other Party of intent to terminate. Upon termination of the Agreement, each Party will assume full use and responsibility for its facilities including, but not limited to, water costs, utility costs and maintenance.

Section 4. Facilities

This Agreement authorizes the continued joint use of each Party's respective facilities, as shown on Exhibit "A" attached ("Facilities"). This Exhibit may be amended upon written approval of the City Manager or designee and the school Superintendent or designee, without further modification of this Agreement. The Facilities listed on the attached Exhibit "A" that are the property of the DISTRICT shall be referred to herein individually as a "DISTRICT Facility," and collectively as the "DISTRICT Facilities." The Facilities listed on the attached Exhibit "A" that are the property of the CITY shall be referred to herein individually as a "CITY Facility" and collectively as the "CITY Facilities". San Luis High School's northeastern practice field inside the track shall be referred to herein specifically as "DISTRICT FIELD". Facilities may include, but are not limited to, buildings and grounds, recreational or athletic facilities, and parking areas.

Section 5. Joint Use of Facilities

A. **Facility Usage:** Each Party will make its Facilities listed in Exhibit "A" available for use by the other Party after the scheduling requirements for each Party's own programs have been met.

1. **Scheduling Overview:** The DISTRICT will have use of DISTRICT Facilities, during the school year during regular school hours and after school hours or on week-ends as required by the DISTRICT athletic schedules and other school activities. The CITY will have use of DISTRICT Facilities, during the summer months and on weekends, holidays, and weeknights beginning at 6:00 p.m. during the school year, unless the Facilities are previously scheduled for DISTRICT events or DISTRICT maintenance. The CITY will have use of CITY Facilities year round. The DISTRICT may have use of CITY Facilities, unless previously scheduled by others or for CITY maintenance. Scheduling of facilities may be pre-empted by circumstances beyond the control of the parties. For example, fields may not be usable due to rain or a water line break. Use of specific facilities are further described in Exhibit "A".
2. **Parking:** Each Party will make each parking facility associated with each of the Facilities listed in Exhibit "A" available for use by the other Party as part of the use of the associated Facility.

B. Enforcement of Policy: DISTRICT reserves the right to enforce DISTRICT policies including, but not limited to, dress codes and policies addressing alcohol consumption, at all DISTRICT sponsored activities on CITY facilities. CITY reserves the right to enforce CITY policies at CITY sponsored events on DISTRICT facilities. The DISTRICT and the CITY shall abide by all applicable laws and regulations on each other's facilities.

C. Facility Maintenance: Each Party will maintain its own Facilities and equipment in good and reasonable repair as required by law except that the CITY shall maintain the DISTRICT's northeastern practice field inside the track ("DISTRICT FIELD"). CITY maintenance of the DISTRICT FIELD shall include turf maintenance such as watering, seeding, fertilizing, mowing and maintaining the sprinklers in good condition. The DISTRICT shall keep the CITY informed as to the methods to preserve and maintain the track. The CITY shall make all reasonable effort in its maintenance, repair, and its use of the DISTRICT FIELD

to preserve and maintain the track in reasonable condition. The DISTRICT will be solely responsible for costs of repairing any damages to the CITY Facilities that occur and were caused by the DISTRICT during DISTRICT's use of the CITY Facilities. The CITY will be solely responsible for the cost of repairing damages to DISTRICT Facilities that occur and were caused by the CITY during CITY'S use of DISTRICT Facilities. The Party responsible for the damages shall promptly notify the owning Party of any damages that occur during the responsible Party's use of the Facilities. The owning Party, upon discovering any damages reasonably believed to be caused by the other Party during the other Party's use of the Facilities, shall notify the other Party in writing of the damages and of the cost of repair. Upon receipt of the cost of repair the Party causing the damage may elect to make the necessary repairs by notifying the owner in writing of its intent to repair. If the Party who caused the damage fails to notify the owner of its intent to repair within fifteen (15) days of receipt of the notice and cost to repair, the owner may make required repairs and invoice the responsible Party for the actual, reasonable costs thereof. The responsible Party shall pay the invoice within 30 days of receipt, unless, within ten (10) days of receipt of the written notice, the responsible Party has disputed the damages or costs in writing, specifying the items in dispute and the reasons therefore. The parties will use best efforts to investigate and resolve the disagreement prior to filing any claim for damages. The term "damage" does not include ordinary wear and tear. Each Party will be responsible for routine maintenance and cleaning of its Facilities unless specifically agreed otherwise.

D. Non-Interference: Each Party agrees that use of the other Party's Facilities will not interfere with the other Party's usual conduct of its business, nor be inconsistent with the intended and normal use of the Facilities used. Each Party will communicate with each other any conduct by the other which is outside the usual conduct of business and any use inconsistent with the intended and normal use of the facility. Each Party agrees to provide necessary and appropriate supervision for activities conducted at the other Party's Facilities, to be responsible for the expenses of supervision, security, and supplies unless

otherwise noted in this Agreement, and to make reasonable efforts to inspect Facilities for safety conditions and for damage at the beginning and end of each period of use. Each Party will leave the other's Facilities in neat and orderly condition unless specifically agreed otherwise.

Section 6. Quarterly Meetings and Scheduling Confirmation Process

A. Quarterly Meetings: The CITY and the DISTRICT shall meet regularly on or about December 1, March 1, June 1 and September 1 of each year.

1. **Scheduling Meetings:** One component of the Quarterly Meetings will be the Scheduling Meeting. Representatives of the parties will meet to discuss scheduling for April through June, July through September, October through December, and January through March respectively.
2. **Other Matters Meetings:** Another component of the Quarterly Meetings will be to discuss master planning for capital improvements, issues involving the joint use of facilities, and any other matters that parties wish to discuss for the benefit of the joint use of facilities. The Representatives for the Scheduling Meeting are not required to be the same people for this meeting.

B. Scheduling: Each owner will be responsible for maintaining the schedule for its own Facilities.

C. Joint Schedule: Within two weeks following the meeting, each owner's representative shall prepare a joint use confirmation form for the quarter discussed and shall send the schedule to the other Party. The receiving Party will either approve the proposed schedule by returning it with a signature of approval or may, within 7 days, contact the other representative to discuss changes or amendments which need to be addressed. Quarterly discussions shall include review of a calendar of projected use for the coming year and shall include times when Facilities may not be used due to appropriate maintenance of facilities and maintenance of DISTRICT FIELD turf. A final, signed schedule should be in place at least three (3) months before the scheduled use for a quarter begins. During scheduling meetings, the parties shall work to resolve

any issues. The parties will in good faith discuss how to maximize the mutual benefit of the shared use of CITY and DISTRICT Facilities.

D. Scheduling Changes: CITY and DISTRICT will cooperate to seek a mutually acceptable alternative in the event of the need for scheduling changes. The mutual goal in rescheduling will be to maintain program continuity, to give adequate notification of scheduling changes and, where necessary, to relocate programming. In the event of no mutually acceptable alternative, use by the owner shall take priority.

E. Health and Safety: If at any time the CITY or the DISTRICT determines that a Facility does not meet applicable health and safety standards, or that for any other reason the Facility is unsafe for use, the using Party may cancel its event and notify the owner of the unsafe conditions. The owner will have the authority to close the Facility until the unsafe conditions are rectified. Each Party will take immediate steps to notify the other Party of the cancellation/closure.

Section 7. Utilities

A. Electricity: The CITY will install and pay for a separate meter for the electricity feeding the lights for the DISTRICT FIELD. The CITY will pay for the Electricity to the lights for the DISTRICT FIELD.

B. Water: The DISTRICT will pay for the water to maintain the DISTRICT FIELD.

Section 8. Capital Improvements

A. From time to time during this Agreement each Party may make capital improvements to property of the other Party. The parties intend to work together to develop a strategic master plan for investment in capital improvements in order to best serve the recreational needs of the communities of both the CITY and the DISTRICT.

B. The CITY intends to install lights at its cost on the DISTRICT FIELD. The DISTRICT hereby agrees to the installation of the lights according to a plan to be developed by the CITY and reviewed by the DISTRICT. The Party proposing any other capital improvements will submit the proposal to the other Party for review and approval, which shall not be unreasonably withheld.

C. Upon termination of this Agreement all capital improvements (including but not limited to the lighting paid for by the CITY for the DISTRICT FIELD) shall become the sole and exclusive property of the owner of the underlying property. The underlying property owner shall reimburse the other Party who made and paid for the improvements for the reasonable depreciated value of the improvements at the time of termination. If the parties are unable to agree on the depreciated value at termination, they shall retain the services of an independent, neutral and qualified appraiser to determine the value.

Section 9. General Terms and Conditions

A. Finance and Budget: Each Party shall establish and maintain its own budget according to its established rules and policies and shall be responsible for financing its own activities undertaken under this Agreement. In the event of non-appropriation of funds by either Party for any Fiscal Year this Agreement is effective, this Agreement will terminate at the end of period for which funds are appropriated unless the parties agree to a modification of this Agreement.

B. Notice: Notices or other communications to the City regarding this Agreement shall be sent by registered or certified mail, postage prepaid, addressed to

If to CITY: Parks and Recreation Director
Parks and Recreation Department
City of San Luis
PO Box 1170
San Luis, Arizona 85349

If to DISTRICT: James Sheldahl,
Associate Superintendent YUHSD
3150 S. Avenue A
Yuma, Arizona 85364

C. Indemnification: To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party from and against any and all fines, suits, claims, demands, defense costs, losses, liability, actions and/or causes of action of any kind and nature

(hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage that may arise from that Party's use, operation, maintenance, or repair of the Facilities; except for those Claims which arise out of the negligent or willful misconduct of the other Party, its agents or employees.

D. Non-Discrimination Requirements: The parties shall comply with State Executive Order #99-4, which mandates that all persons, regardless of race, color, religion, sex, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state laws, rules and regulations, including Title VI, and all other federal and state employment and educational opportunity laws, rules and regulations, and also including Title VII of the Civil Rights Act of 1964, P.L. 88-854 (1964), and the Americans with Disabilities Act of 1999.

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

F. Insurance requirements:

1. **Liability Insurance:** DISTRICT and CITY shall each keep and maintain in force, during the term of this Agreement and at their own expense, liability insurance of not less than $1,000,000.00 per occurrence covering their respective activities and $5,000,000.00 per occurrence for first responder training including, but not limited to police department, fire department, and emergency medical technician training. This insurance may be comprised of self-insurance retention

("SIR") and insurance, so long as the combination of the two equals the minimum required amounts stated above. Each Party shall provide to the other a certificate of insurance showing such coverage. The amount of insurance shall be reviewed, and may be adjusted, every 3 years.

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

G. Risk of Loss: The Party sponsoring and supervising a particular event shall bear the risk of loss, including, but not limited to, loss caused by theft, vandalism or property damage or claims arising therefrom.

H. Dispute Resolution: The parties agree to make all reasonable efforts to resolve disputes arising under this Agreement. Upon written request by either Party, a dispute shall be submitted to mediation with a trained and neutral mediator. If mediation is unsuccessful, the parties mutually agree, remaining claims, disputes, or other matters in question shall be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Request for arbitration must be filed in writing with the other Party to this Agreement.

I. Costs and Attorney Fees: In the event any action, suit, or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing Party shall be entitled to recover as part of such action

or proceeding, all litigation and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney's fees.

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

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

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

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

N. Disposal of Property: The parties do not anticipate that there will be any personal property to be disposed of upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

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

P. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

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

R. Independent entities: DISTRICT and CITY are independent entities and contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties or constitute any Party or its agent, representative, or employee to be the agent, representative, or employee of the other Party for any purpose. Employees of the DISTRICT and the CITY shall not be personally liable under this contract.

CITY OF SAN LUIS
a municipal corporation

By _____
Tadeo A. De La Hoya
Interim City Manager

YUMA UNION HIGH SCHOOL
DISTRICT #70

By _____
Toni Badone
Superintendent

ATTEST:

_____
City Clerk

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

Dated this 2 day of March, 2016

By _____
City Attorney

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

Dated this 31st day of March, 2016

By _____
YUHSD Attorney

Exhibit "A" Facilities

(Note: Use of Facilities include use of associated parking.)

City Facilities (CITY Facilities)	**YUHSD #70 Facilities** (DISTRICT Facilities)
San Luis Baseball/ Softball Fields	San Luis HS northeastern practice field inside the track
San Luis Baseball/ Softball Fields	(DISTRICT Field)
	San Luis HS track
	San Luis HS Tennis Courts
	**San Luis HS Performing Arts Center
	***San Luis HS Main Soccer Field
	**** San Luis HS Campus

Use of Specific Facilities:

*San Luis Aquatic Center

The San Luis Aquatic Center will be used by the DISTRICT for official in-season Swimming Team practices. The CITY will not charge the DISTRICT a fee for life guards.

**San Luis HS Performing Arts Center

The San Luis HS Performing Arts Center will be used by the CITY for 2 events annually. The DISTRICT will not charge the CITY any fees or costs including but not limited to rental fee, costs of auditorium manager, security, student workers, and custodial services. Dates for the CITY events must be mutually agreed upon by the CITY and the DISTRICT.

Additional dates will be charged to the CITY at the DISTRICT's regular non-profit rate. Dates for additional CITY event must be mutually agreed upon by the CITY and the DISTRICT.

***San Luis High School Main Soccer Field

Soccer League Championship Games: If CITY games are played prior to the beginning of the AIA winter season, they may be scheduled with the DISTRICT and played on the main field under the lights at no rental fee for 3 games but operational costs will apply. Operational costs are outlined in DISTRICT Facilities rental fee schedule.

CITY's additional use of the main field will be scheduled with the DISTRICT and charged at the regular non-profit rate, as per the District Facilities Rental Fees Schedule

At all times CITY soccer games will only be played when the main field is lined for soccer and not in use by the school. The CITY will not schedule adult soccer games for the main field.

**** San Luis HS Campus: There shall be limited San Luis HS campus use for the CITY's police department and fire department training.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. A.**

Meeting Date: 02/10/2021

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

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

Action Requested: Motion
Ordinance

ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 409. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code Section 133.04 regarding Marijuana Establishments without a dual license with a Medical Marijuana Dispensary; repealing any conflicting provisions; providing for severability; and declaring an emergency. **(Kay Marion Macuil, City Attorney)**

A. Action on Reading of Ordinance No. 409 by title only
(City Clerk to read the ordinance by title only)
B. Action and adoption of Ordinance No. 409

SUMMARY:

Background

To adjust to the new law for recreational marijuana (referred to in the new laws as "responsible adult use") passed by the voters on November 3, 2020, by Proposition 207, on December 9, 2020, Council passed:

Ordinance No. 403, General Regulation and
Ordinance No. 404, Mirror Ordinance 403, but is part of the Zoning Code.
Under the city's ordinances 403 and 404, adult-use marijuana establishments must also be licensed medical marijuana establishments.

Because the Arizona Department of Health Services ("ADHS") did not issue medical marijuana licenses for San Luis yet, adult-use marijuana establishments would not be eligible to apply for licensing in San Luis during the window of opportunity between January 19 through March 9, 2021, for early applications.

The city has received requests to apply for adult-use marijuana establishments. If the applicants are ineligible during the January 19 through March 9 application period, it is not known when the ADHS will open again to receive applications. There is no timeline set up for it. Cities must fill out a form for ADHS giving the following information: Whether the location of the proposed marijuana establishment complies with local zoning restrictions related to where a marijuana establishment may be located, subject to the requirements outlined in local zoning ordinances such as a use permit, variance, or other requirements necessary for the proposed marijuana establishment to open and operate at this location.

Adult Use Marijuana Establishments Stand Alone from Medical Marijuana Dispensaries

This ordinance and the companion Ordinance 410 on a separate agenda item for the zoning regulations amend ordinances 402 and 403 to allow adult-use marijuana establishments with the state licenses for adult-use marijuana without requiring a medical marijuana license. The locations where

either type of business are allowed remain the same. (Please see the attached map)

Immediately Effective
For this ordinance and the companion zoning ordinance to be in effect before ADHS's March 9, 2021 deadline, the ordinance would need to be passed by a vote of 6 Council Members with a declaration of emergency. However, if it is passed without an emergency clause or with a simple majority of the quorum, staff would still be able to fill out the form and explain that the Ordinance will become law on March 12.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO APPROVE READING OF ORDINANCE NO. 409 BY TITLE ONLY.
(City Clerk to read Ordinance No. 409 by title only)
B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 409 AND DECLARE AN EMERGENCY.

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 are no purchases involved. Possible state-share tax revenue if the changes result in one or more licensed recreational establishments locating in San Luis.

Attachments

Ordinance No. 409
Map
Ordinance No. 409 without emergency clause
Agenda Item Review - No Emergency

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

No. 409

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING THE SAN LUIS CITY CODE SECTION 133.04 REGARDING MARIJUANA ESTABLISHMENTS WITHOUT DUAL LICENSE WITH MEDICAL MARIJUANA; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, the City of San Luis ("City") seeks to protect public health, safety, and welfare by enacting reasonable regulations;

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

Section 1. Section 133.04 of the City Code is hereby amended to read as follows:

Operations of Marijuana Establishment or Medical Marijuana Dispensary or both to be in compliance with Zoning, Building, and Fire Codes:

A. Marijuana establishments shall be regulated as outlined in Section 152.225 of the City Code.

B. Any marijuana establishment, dual licensee, or medical marijuana dispensary shall be located in compliance with the City's zoning regulations. Any such marijuana establishment, dual licensee, or medical marijuana dispensary shall conduct any cultivation, processing, or manufacturing in compliance with the most current regulations of the building and fire codes of the City as adopted in Chapter 150 of the City Code.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 4. Declaring an Emergency

Whereas the Arizona Department of Health Services ("ADHS") will accept early applications at the latest on March 9, 2021, for Marijuana Establishment Licenses from applicant entities seeking to operate in a county with fewer than two registered Nonprofit Medical Marijuana Dispensaries; without declaring an emergency, this ordinance will become effective on March 12, 2021; it is necessary for the preservation of the peace, health and safety of the City of San Luis, Arizona, an emergency is declared to exist. This ordinance shall become immediately operative and in force from and after the date of the posting of this ordinance.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____day of February 2021

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

N

COUNTY 22ND ST

COUNTY 22ND ST

4TH AVE

1ST/MAIN ST

Juan Sanchez Blvd

1ST/MAIN ST

4TH AVE

URTUZUASTEGUI ST

URTUZUASTEGUI ST

6TH AVE

8TH AVE

Juan Sanchez Blvd

10TH AVE

Juan Sanchez Blvd

AREA SERVICE HIGHWAY/JUAN SANCHEZ BLVD

AVE G

AVE F

AVE E

AVE D

AVE C

AVE B

AVE A

COUNTY 24TH ST

COUNTY 24TH ST

COUNTY 25TH ST

Legend

CITYLIMITS

100FT BUFFER ZONES

EDUCATION FACILITY

CHILDCARE CENTERS

PARKS/LIBRARIES

CHURCHES

ZoningCode

C-2

L-I

RA-10

CITY OF SAN LUIS, AZ
INC. 1979

Minimum Separations for Medical Marijuana Dispensary or Medical Marijuana Dispensary Offsite Cultivation Locations

0 0.75 1.5 3 Miles

Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 409

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING THE SAN LUIS CITY CODE SECTION 133.04 REGARDING MARIJUANA ESTABLISHMENTS WITHOUT A DUAL LICENSE WITH A MEDICAL MARIJUANA DISPENSARY; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of San Luis ("City") seeks to protect public health, safety, and welfare by enacting reasonable regulations;

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

Section 1. Section 133.04 of the City Code is hereby amended to read as follows:

Operations of Marijuana Establishment or Medical Marijuana Dispensary or both to be in compliance with Zoning, Building, and Fire Codes:

A. Marijuana establishments shall be regulated as outlined in Section 152.225 of the City Code.

B. Any marijuana establishment, dual licensee, or medical marijuana dispensary shall be located in compliance with the City's zoning regulations. Any such marijuana establishment, dual licensee, or medical marijuana dispensary shall conduct any cultivation, processing, or manufacturing in compliance with the most current regulations of the building and fire codes of the City as adopted in Chapter 150 of the City Code.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the Code adopted herein by reference are hereby repealed.

/ / /

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____day of February 2021

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting
Meeting Date: 02/10/2021
Department Head: Kay Macuil, City Attorney, Attorney's Office
Submitted By: Kay Macuil, City Attorney, Attorney's Office
Action Requested: Motion
Ordinance

ITEM:
Discussion and possible action on any and all matters regarding Ordinance No. 409. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code Section 133.04 regarding Marijuana Establishments without a dual license with a Medical Marijuana Dispensary; repealing any conflicting provisions; providing for severability; and declaring an emergency**. (Kay Marion Macuil, City Attorney)**

A. Action on Reading of Ordinance No. 409 by title only
(City Clerk to read the ordinance by title only)
B. Action and adoption of Ordinance No. 409

SUMMARY:
Background
To adjust to the new law for recreational marijuana (referred to in the new laws as "responsible adult use") passed by the voters on November 3, 2020, by Proposition 207, on December 9, 2020, Council passed:

Ordinance No. 403, General Regulation and
Ordinance No. 404, Mirror Ordinance 403, but is part of the Zoning Code.

Under the city's ordinances 403 and 404, adult-use marijuana establishments must also be licensed medical marijuana establishments.

Because the Arizona Department of Health Services ("ADHS") did not issue medical marijuana licenses for San Luis yet, adult-use marijuana establishments would not be eligible to apply for licensing in San Luis during the window of opportunity between January 19 through March 9, 2021, for early applications with ADHS.

The city has received requests to apply for adult-use marijuana establishments. If the applicants are ineligible during the January 19 through March 9 application period, it is not known when the ADHS will open again to receive applications. There is no timeline set up for it.

As part of the applicants' process, cities must fill out a form for ADHS giving the following information:

Whether the location of the proposed marijuana establishment complies with local zoning restrictions related to where a marijuana establishment may be located, subject to the requirements outlined in local zoning ordinances such as a use permit, variance, or other requirements necessary for the proposed marijuana establishment to open and operate at this location.

Adult Use Marijuana Establishments Stand Alone from Medical Marijuana Dispensaries

This ordinance and the companion Ordinance 410 on a separate agenda item for the zoning regulations amend ordinances 402 and 403 to allow adult-use marijuana establishments with the state licenses for adult-use marijuana without requiring a medical marijuana license. The locations where either type of business are allowed remain the same. (Please see the attached map)

Immediately Effective Not Necessary

For this ordinance and the companion zoning ordinance to be in effect before ADHS's March 9, 2021 deadline, the ordinance would need to be passed by a vote of 6 Council Members with a declaration of emergency. However, if it is passed without an emergency clause or with a simple majority of the quorum, staff would still be able to fill out the form and explain that the Ordinance will become law on March 12.

After the initial writing of this agenda item, legal and Planning & Zoning staff reconsidered the recommendation to make the ordinances immediately effective. As a general policy matter, the City Attorney prefers to use the emergency declaration sparingly, and the P&Z Director is of the same mind. Since the staff can provide the form to ADHS for applicants with the explanation that the zoning

ordinance will be effective on March 12, 2021, the staff is recommending that both ordinances pass without the emergency declaration.

However, both versions of the ordinances are available if the City Council prefers that the ordinances pass and become effective immediately with the emergency clause.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO APPROVE READING OF ORDINANCE NO. 409 BY TITLE ONLY.
(City Clerk to read Ordinance No. 409 by title only)

B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 409.

OR

I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 409 AND DECLARE AN EMERGENCY.

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 are no purchases involved. Possible state-share tax revenue if the changes result in one or more licensed recreational establishments locating in San Luis.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. B.**

Meeting Date: 02/10/2021

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

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

Action Requested: Motion
Ordinance
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2021-050 and Ordinance No. 410. An ordinance of the Mayor and City Council of San Luis, Arizona by amending Section 152.013 definitions and Section 152.225 Medical Marijuana to provide for the regulations of marijuana establishments and/or marijuana testing facilities; repealing conflicting provisions; and providing for severability; and declaring an emergency. **(Jose A. Guzman, Director of Planning & Zoning)**

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Reading of Ordinance No. 410 by title only.
   (Clerk to read the ordinance by title only)
D. Action on Ordinance No. 410

SUMMARY:

To adjust to the new law for recreational marijuana (referred to in the new laws as "responsible adult use") passed by the voters on November 3, 2020, by Proposition 207, on December 9, 2020, Council passed:

Ordinance No. 403, General Regulation and
Ordinance No. 404, Mirror Ordinance 403, but is part of the Zoning Code.
Under the city's ordinances 403 and 404, adult-use marijuana establishments must also be licensed medical marijuana establishments.

Because the Arizona Department of Health Services ("ADHS") did not issue medical marijuana licenses for San Luis yet, adult-use marijuana establishments would not be eligible to apply for licensing in San Luis during the window of opportunity between January 19 through March 9, 2021, for early applications.

The city has received requests to apply for adult-use marijuana establishments. If the applicants are ineligible during the January 19 through March 9 application period, it is not known when the ADHS will open again to receive applications. There is no timeline set up for it. Cities must fill out a form for ADHS giving the following information:

Whether the location of the proposed marijuana establishment complies with local zoning restrictions related to where a marijuana establishment may be located, subject to the requirements outlined in local

zoning ordinances such as a use permit, variance, or other requirements necessary for the proposed marijuana establishment to open and operate at this location.

Adult Use Marijuana Establishments Stand Alone from Medical Marijuana Dispensaries
This ordinance and the companion Ordinance 409 on a separate agenda item amend ordinances 402 and 403 to allow adult-use marijuana establishments with the state licenses for adult-use marijuana without requiring a medical marijuana license. The locations where either type of business are allowed remain the same. (Please see the attached map)

Immediately Effective
For this ordinance and the companion ordinance to be in effect before ADHS's March 9, 2021 deadline, the ordinance would need to be passed by a vote of 6 Council Members with a declaration of emergency. However, if it is passed without an emergency clause or with a simple majority of the quorum, staff would still be able to fill out the form and explain that the Ordinance will become law on March 12.

After the initial writing of this agenda item, legal and Planning & Zoning staff reconsidered the recommendation to make the ordinances immediately effective. As a general policy matter, the City Attorney prefers to use the emergency declaration sparingly, and the P&Z Director is of the same mind. Since the staff can provide the form to ADHS for applicants with the explanation that the zoning ordinance will be effective on March 12, 2021, the staff is recommending that both ordinances pass without the emergency declaration.

However, both versions of the ordinances are available if the City Council prefers that the ordinances pass and become effective immediately with the emergency clause.

CITIZEN REVIEW:
As required by State Statute and the City Code, a Citizen Review Meeting was held on January 2, 2021, at 6:00 P.M., do to the pandemic, this meeting was conducted via teleconference. Notice of the meeting was published in the local newspaper and the public was able to connect to the meeting or send out questions or comments via email before the meeting. The intent of this meeting was to allow the public to learn about the text amendment, ask questions and/or express any comments or concerns. There were no people from the public connected to the teleconference neither did the City received any comments or questions prior to the meeting.

STAFF RECOMMENDATION:
Staff recommends approval of Text Amendment Case No. 2021-050 and Ordinance No. 410.

RECOMMENDATION / SUGGESTED MOTION:
A. I MOVE TO OPEN THE PUBLIC HEARING.
1. Staff presentation
2. Call to the public on this item
B. I MOVE TO CLOSE THE PUBLIC HEARING.
C. I MOVE TO APPROVE READING OF ORDINANCE NO. 410 BY TITLE ONLY.
(City Clerk to read the ordinance by title only)
D. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 410

OR

I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 410 AND DECLARE AN EMERGENCY.

Fiscal Impact

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

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

N/A

Attachments

Ordinance No. 410

Ordinance No. 410 with emergency

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

No. 410

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING THE SAN LUIS CITY CODE SECTION 152.225 REGARDING MEDICAL MARIJUANA AND MARIJUANA ESTABLISHMENT USES BY AMENDING SUBSECTIONS 152.225(G) AND 152.225(H); REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY;

WHEREAS, the City of San Luis ("City") seeks to protect public health, safety, and welfare by enacting reasonable regulations;

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

Section 1. Subsections 152.225(G) and 152.225(H) of the City Code regarding medical marijuana and marijuana establishment uses are hereby amended to read as follows:

> (G) Marijuana establishments and dual licensees who operate both a nonprofit medical marijuana dispensary and marijuana establishment cooperatively in a shared location shall comply with all of the provisions of §§152.225 (A) through (F) and such provisions shall specifically apply to marijuana establishments and/or dual licensees as they do to medical marijuana dispensaries.
>
> (H) Any cultivation by a marijuana establishment shall be in compliance with §§152.225(D) and (E). Any cultivation not associated with a marijuana establishment or with a medical marijuana dispensary is prohibited, and only one offsite cultivation location shall be permitted for each medical marijuana dispensary or marijuana establishment with which it is associated.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____day of February 2021

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

No. 410

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING THE SAN LUIS CITY CODE SECTION 152.225 REGARDING MEDICAL MARIJUANA AND MARIJUANA ESTABLISHMENT USES BY AMENDING SUBSECTIONS 152.225(G) AND 152.225(H); REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, the City of San Luis ("City") seeks to protect public health, safety, and welfare by enacting reasonable regulations;

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

Section 1. Subsections 152.225(G) and 152.225(H) of the City Code regarding medical marijuana and marijuana establishment uses are hereby amended to read as follows:

> (G) Marijuana establishments and dual licensees who operate both a nonprofit medical marijuana dispensary and marijuana establishment cooperatively in a shared location shall comply with all of the provisions of §§152.225 (A) through (F) and such provisions shall specifically apply to marijuana establishments and/or dual licensees as they do to medical marijuana dispensaries.
>
> (H) Any cultivation by a marijuana establishment shall be in compliance with §§152.225(D) and (E). Any cultivation not associated with a marijuana establishment or with a medical marijuana dispensary is prohibited, and only one offsite cultivation location shall be permitted for each medical marijuana dispensary or marijuana establishment with which it is associated.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 4. Declaring an Emergency

Whereas the Arizona Department of Health Services ("ADHS") will accept early applications at the latest on March 9, 2021, for Marijuana Establishment Licenses from applicant entities seeking to operate in a county with fewer than two registered Nonprofit Medical Marijuana Dispensaries; without declaring an emergency, this ordinance will become effective on March 12, 2021; it is necessary for the preservation of the peace, health and safety of the City of San Luis, Arizona, an emergency is declared to exist. This ordinance shall become immediately operative and in force from and after the date of the posting of this ordinance.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____day of February 2021

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. C.**

Meeting Date: 02/10/2021

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

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

Action Requested: Motion
Ordinance
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2020-0794 and Ordinance No. 411. An ordinance of the Mayor and City Council of San Luis, Arizona by amending Section 152.047(D)(1) of the San Luis City Code to change the submittal deadline for Major General Plan Amendment Applications; repealing conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Planning Zoning)**

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Reading of Ordinance No. 411 by title only.
   (Clerk to read the ordinance by title only)
D. Action on Ordinance No. 411

SUMMARY:

The intent of this proposed ordinance is to amend Section 152.047 'General Plan Amendments', the deadline date for Major Amendment Applications. Currently, Section 152.047 (D)(1) requires:

"A "major amendment" to the General Plan must be filed prior to June 15th of every year in order to be heard at the one City Council hearing designated each year to review major amendments to the General Plan. Major Amendments shall require an affirmative vote of at least two-thirds of the City Council."

The Planning and Zoning Department is proposing that the deadline date being changed to March 15th. To ensure the City complies with the code, all amendments will be made to plans, proposals and any subsequent documents.

CITIZEN REVIEW MEETING:

As required by State Statute and the City Code, a Citizen Review Meeting was held on February 2, 2021, at 6:00 P.M., due to the pandemic, this meeting was conducted via teleconference. Notice of the meeting was published in the local newspaper and the public was able to connect to the meeting or send out questions or comments via email before the meeting. The intent of this meeting was to allow the public to learn about the text amendment, ask questions and/or express any comments or concerns. There were no people from the public connected to the teleconference neither did the City received any comments or questions prior to the meeting.

STAFF RECOMMENDATION:

This proposed ordinance allows for Planning and Zoning to ensure a new deadline date is determined for Major Amendment Applications. Last year there were several applications submitted do to the State Statute that requires for applications to be heard before City Council the same year that they are submitted we only had 6.5 months to process the applications.

Staff recommends approval of Text Amendment Case No. 2020-0794 and Ordinance No. 411

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN THE PUBLIC HEARING.
1. Staff presentation
2. Call to the public on this item
B. I MOVE TO CLOSE THE PUBLIC HEARING.
C. I MOVE TO APPROVE READING OF ORDINANCE NO. 411 BY TITLE ONLY.
(City Clerk to read the ordinance by title only)
D. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 411.

Fiscal Impact

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

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

N/A

Attachments

Ordinance No. 411

Proposed Amendments

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

No. 411

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING THE SAN LUIS CITY CODE SECTION 152.047(D)(1) TO CHANGE THE SUBMITTAL DEADLINE FOR MAJOR GENERAL PLAN AMENDMENT APPLICATIONS; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY;

WHEREAS, the current Major General Plan Amendment application deadline is June 15th of every year; and

WHEREAS, changing the application deadline will allow more time to process the application and any necessary requirements; and

WHEREAS, the City of San Luis ("City") desires to change the application deadline for Major General Plan Amendments to March 15th of every year;

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

Section 1. Subsections 152.047(D)(2) of the City Code regarding submittal deadline for Major General Plan Amendment applications, is hereby amended to read as follows:

> (1)"A "major amendment" to the General Plan must be filed prior to March 15th of every year in order to be heard at the one City Council hearing designated each year to review major amendments to the General Plan. Major Amendments shall require an affirmative vote of at least two-thirds of the City Council."

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any

part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____day of February 2021

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

TEXT AMENDMENT CASE NO. 2020-0794
P&Z AMENDMENT OF SUBMITTAL DEALINES
FOR MAJOR AMENDMENT APPLICATIONS
CITY OF SAN LUIS CODE – CHAPTER 152: ZONING REGULATIONS
PROPOSED AMENDMENT BY STAFF

Subsection 152.047 (D)(1) of the San Luis City Code entitled "General Plan Amendments" is proposed read as follows:

(D) *Procedures.* There are two types of amendments to the General Plan: minor amendments and major amendments. All applications for any type of General Plan Amendment shall be processed and public hearings shall be held in accordance with A.R.S. § 9-461.06, and §§ 152.040(C) and 152.042(G), and those provisions prescribed in the City of San Luis General Plan.

(1) A "major amendment" to the General Plan must be filed prior to ~~June~~ March15th of every year in order to be heard at the one City Council hearing designated each year to review major amendments to the General Plan. Major Amendments shall require an affirmative vote of at least two-thirds of the City Council.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. D.**

Meeting Date: 02/10/2021

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

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

Action Requested: Motion
Ordinance
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2020-0793 and Ordinance No. 412. An ordinance of the Mayor and City Council of San Luis, Arizona amending Section §152.243 to change the Required Parking by Land Use Type; repealing conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Planning and Zoning)**

A. Open public hearing
    1. Staff presentation
    2. Call to the Public on this item
B. Close public hearing
C. Action on Reading of Ordinance No. 412 by title only.
   (Clerk to read the ordinance by title only)
D. Action on Ordinance No. 412

SUMMARY:

The intent of this proposed text amendment is to provide accurate parking requirement by land use to ensure future developments conforms with City of San Luis Zoning Regulations. We want to continue being development friendly and will compare requirements with other municipalities to make sure that we are not being too restrictive.

The proposed amendments to Section 152.243, Required Parking Spaces Per Land Use, Table No. 15, are attached to this report and shown in blue and red.

CITIZEN REVIEW MEETING:

As required by State Statute and the City Code, a Citizen Review Meeting was held on February 2, 2021, at 6:00 P.M., due to the pandemic, this meeting was conducted via teleconference. Notice of the meeting was published in the local newspaper and the public was able to connect to the meeting or send out questions or comments via email before the meeting. The intent of this meeting was to allow the public to learn about the text amendment, ask questions, and/or express any comments or concerns. There were no people from the public connected to the teleconference neither did the City received any comments or questions prior to the meeting.

STAFF RECOMMENDATION:

Staff recommends approval of Text Amendment Case No. 2020-0793 and Ordinance No. 412.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN THE PUBLIC HEARING.
1. Staff presentation
2. Call to the public on this item
B. I MOVE TO CLOSE THE PUBLIC HEARING.
C. I MOVE TO APPROVE READING OF ORDINANCE NO. 412 BY TITLE ONLY.
(City Clerk to read the ordinance by title only)
D. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 412.

Fiscal Impact

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

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

N/A

Attachments

Ordinance No. 412

Proposed Amendments

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

No. 412

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING THE SAN LUIS CITY CODE SECTION 152.243, TABLE NO. 15 TO CHANGE THE REQUIRED PARKING BY LAND USE TYPE; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY;

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

Section 1. Subsection 152.243, Table No. 15 of the City Code regarding the required parking spaces per land use, is hereby amended to read as follows:

Land Uses	*Required Vehicle Parking*
Residential Uses	
Single residence, detached dwellings Manufactured homes Recreational vehicles	2 spaces: dwelling 2 spaces: unit 1 space: unit
Multiple residence: Efficiency One (1) bedroom units Two (2) bedroom units and larger Town homes and condominiums Complexes with 10 or more units	1 space: unit 1.5 spaces: unit 2 spaces: unit 2 spaces: unit 1 visitor space: 10 units
Institutional Uses	
Religious institutions: Main assembly (fixed seating) Main assembly (without fixed seating) Classrooms and other buildings	1 space: 5 seats 1 space: 300 sf. of G.F.A. 1 space: 300 sf. of G.F.A.
Hospitals	1 space: 1.5 beds
Elementary schools & junior high schools	1 space: classroom plus 1 space: 2 employees
High schools, trade schools and colleges	1 space: 2 employees plus 1 space: 5 students
Prisons and detention facilities	1 space: employee/shift
Commercial Uses	

Indoor Commercial Amusement: Amusement center / arcades Skating rinks Dance clubs Theaters Bowling alleys Billiard hall	1 space: 300 sf G.F.A. 1 space: 300 sf G.F.A. 1 space: 300 sf G.F.A. 1 space: 4 seats 2 spaces: lane 2 spaces: table
Indoor swap meet, farmers market	1 space: 500 sf. G.F.A. sales area
Health clubs, gymnasiums	1 space: 300 sf. G.F.A.
Medical & dental offices, clinics	1 space: 250 sf. G.F.A. plus 1 space: 2 employees
General, professional and civic offices	1 space: 300 sf. G.F.A.
Private clubs, lodges and fraternal organizations	1 space: 300 sf. G.F.A.
Retail sales, personal services, banks, and grocery	1 space: 300 sf. G.F.A.
Data processing/telemarketing operations	6 spaces: 1,000 G.F.A.
Hotels, motels, and bed and breakfast	1 space: room plus
Assisted living facilities and nursing homes	1 space: 2 employees plus
Restaurants, bars and cocktail lounges	1 space: 75 sf. G.F.A. and outdoor seating area
Restaurants with drive-through facilities	1 space: 100 sf. G.F.A.
Mortuary/ funeral home	1 space: 75 sf. G.F.A. used for public assembly
General auto repair, car wash, service station,	1 space: 375 sf. G.F.A. plus
Commercial Buildings (not otherwise specified herein)	1 space: 300 sf. G.F.A
Outdoor Commercial Uses	
Outdoor Commercial Amusement: Golf courses Driving ranges Miniature golf courses, batting cages, amusement parks, water slides.	4 space: hole plus 1 space: 250 sf G.F.A. clubhouse 1 space: each tee space 1 space: 500 sf of outdoor recreational area plus ancillary indoor uses.
Parks (public or private)	35 spaces: athletic field 6 spaces: Volleyball court 6 spaces: basketball court 2 spaces: tennis court
Outdoor sales: Plant nursery, building supplies, RV and boat sales, and automobile sales	1 space: 375 sf. G.F.A. display plus 1 space: employee
Outdoor swap meet, farmers market	1 space: 500 sf. N.L.A. used for storage, display, and sales.
Industrial Uses	
Manufacturing, assembly, production	1 space: 600 sf G.F.A.
Wholesale sales, warehouse and freight movement	1 space: 1,500 sf. G.F.A.
Waste related uses including recycling centers	1 space: 900 sf. G.F.A.
Mini-warehouse/self storage facility	4 spaces plus 2 spaces for manager's quarters or office

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____day of February 2021

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

TEXT AMENDMENT CASE NO. 2020-0793
P&Z PUBLIC HEARING AT REGULAR OR SPECIAL MEETINGS
CITY OF SAN LUIS CODE – CHAPTER 152: ZONING REGULATIONS
PROPOSED AMENDMENT BY STAFF

§ 152.243 REQUIRED PARKING BY LAND USE TYPE.

TABLE No. 15

Required Parking Spaces Per Land Use

Land Uses	*Required Vehicle Parking*
Residential Uses	
Single residence, detached dwellings Manufactured homes	2 spaces: dwelling 2 spaces: unit
Multiple residence: Efficiency One (1) bedroom units Two (2) bedroom units and larger	1 space: unit 1.5 spaces: unit 2 spaces: unit 2 spaces: unit
Institutional Uses	
Religious institutions: Main assembly (fixed seating) Main assembly (without fixed seating)	1 space: 5 seats 1 space: 300 sf. of G.F.A.
Hospitals	1 space: 1.5 beds
Elementary schools & junior high schools	1 space: classroom plus 1 space: 2 employees
High schools, trade schools and colleges	1 space: 2 employees plus 1 space: 5 students
Prisons and detention facilities	1 space: employee/shift
Commercial Uses	
Indoor Commercial Amusement: Amusement center / arcades Skating rinks Dance clubs Theaters	1 space: 300 sf G.F.A. 1 space: 300 sf G.F.A. 1 space: 300 sf G.F.A. 1 space: 4 seats 2 spaces: lane
Indoor swap meet, farmers market	1 space: 500 sf. G.F.A. sales area
Health clubs, gymnasiums	1 space: ~~100~~ 300 sf. G.F.A.
Medical & dental offices, clinics	1 space: 250 sf. G.F.A. plus 1 space: 2 employees
General, professional and civic offices	1 space: 300 sf. G.F.A.
Private clubs, lodges and fraternal organizations	1 space: 300 sf. G.F.A.



Retail sales, personal services, banks, and grocery stores	1 space: 300 sf. G.F.A.
Data processing/telemarketing operations	6 spaces: 1,000 G.F.A.
Hotels, motels, and bed and breakfast	1 space: room plus ancillary use requirements
Assisted living facilities and nursing homes	1 space: 2 employees plus 1 space: 10 beds
Restaurants, bars and cocktail lounges	1 space: 75 sf. G.F.A. and outdoor seating area
Restaurants with drive-through facilities	1 space: 100 sf. G.F.A.
Mortuary/ funeral home	1 space: 75 sf. G.F.A. used for public assembly
General auto repair, car wash, service station, lube shops	1 space: 375 sf. G.F.A. plus 1 space: employee
Commercial Buildings (not otherwise specified herein)	1 space: 300 sf. G.F.A
Outdoor Commercial Uses	
Outdoor Commercial Amusement: Golf courses	4 space: hole plus 1 space: 250 sf G.F.A. clubhouse
Driving ranges	1 space: each tee space
Miniature golf courses, batting cages, amusement parks, water slides.	1 space: 500 sf of outdoor recreational area plus ancillary indoor uses.
Parks (public or private)	35 spaces: athletic field 6 spaces: Volleyball court 6 spaces: basketball court
Outdoor sales: Plant nursery, building supplies, RV and boat	1 space: 375 sf. G.F.A. display plus 1 space: employee
Outdoor swap meet, farmers market	1 space: 500 sf. N.L.A. used for storage, display, and sales.
Industrial Uses	
Manufacturing, assembly, production	1 space: 600 sf G.F.A.
Wholesale sales, warehouse and freight movement	1 space: ~~900~~ 1,500 sf. G.F.A.
Waste related uses including recycling centers	1 space: 900 sf. G.F.A.
Mini-warehouse/self storage facility	4 spaces plus 2 spaces for manager's quarters or office

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **8.**

Meeting Date: 02/10/2021

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

EXECUTIVE SESSION

Vote to hold an Executive Session pursuant to A.R.S. §§38-431.03(A)(3) and 38-431.03(A)(4)

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(3) and A.R.S.§38-431.03(A)(4) on any and all matters regarding contracts for the manganese filtration project at Well Site 7 for the purpose of discussion or consultation for legal advice or in order to consider the city's position and instruct its attorneys regarding these contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement in order to avoid or resolve litigation. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

Mike Woodlock of the law firm of Gust Rosenfeld, P.C. represents the city in negotiations with the contractors on the manganese filtration system on Well Site 7. There are two (2) water pumps numbered 11 and 12 on Well Site 7. Mike Woodlock will be present by video conference or phone, and can properly advise the Council by holding an Executive Session for the purposes described in the agenda item.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. §§38-431.03(A)(3) AND 38-431.03(A)(4).

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):

Fiscal impact is not applicable to this agenda item. Under A.R.S. §38-431.03(D), legal action involving a final vote or decision is not permitted to be taken at an executive session.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **10. A.**

Meeting Date: 02/10/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a mediated settlement offer regarding Yuma County Superior Court Civil Case No. S1400 CV 2019 00321 concerning the manganese filtration system at Well Site 7. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

The subject of the case was the electrical failures with the manganese filtration system which also affected the pumps at wells numbers 11 and 12 located at Well Site 7.

The system has now been functioning properly for about a year.

The various parties to the case came to a mediated settlement offer.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE SETTLEMENT OF YUMA COUNTY SUPERIOR COURT CASE NO. S1400 CV 2019 00321, IN ACCORDANCE WITH THE RULE 80(A) SETTLEMENT MEMORANDA, BOTH DATED JANUARY 26, 2021, AND
I FURTHER MOVE TO AUTHORIZE STAFF TO ENTER INTO SUCH AGREEMENTS AND/OR TAKE SUCH ACTIONS AS MAY BE NECESSARY TO CARRY SUCH SETTLEMENT INTO EFFECT.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	N/A see explanation
BUDGETED AMOUNT:	N/A see explanation
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A see explanation

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

The amount of settlement is a matter of negotiation.