



## NOTICE OF WORK SESSION

In accordance with §38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Work Session meeting at 6:30 p.m., Wednesday, October 6, 2021. The Work Session will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

## AVISO DE SESION DE TRABAJO

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Sesión de Trabajo a las 6:30 p.m., el día Miércoles, 6 de Octubre del 2021. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado a la junta.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



**AGENDA**  
**Work Session**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**October 6, 2021**  
**6:30 p.m.**

For the safety of the public during the COVID-19 pandemic, members of the public may attend the City Council's Work Session of October 6, 2021 in person if the 6-foot distance can be maintained which is 27 people. 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.

**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.**

Por la seguridad del público durante la pandemia COVID-19, habrá asistencia en persona para los miembros del público en la Sesión de Trabajo del Cabildo del 6 de Octubre del 2021, si la distancia de 6 pies puede mantenerse, que es de 27 personas. 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.

**TENGA EN CUENTA QUE LOS MIEMBROS DEL CABILDO DE LA CIUDAD ASISTIRÁN EN PERSONA, TELÉFONO O COMUNICACIÓN POR VIDEO CONFERENCIA. EL ALCALDE O VICE-ALCALDE DE ESTA REUNIÓN PUEDE CAMBIAR EL ORDEN DE LOS TEMAS; SI ESTÁ AUTORIZADO POR LA LEY Y POR MAYORÍA DE VOTOS DE UN QUÓRUM DE MIEMBROS DEL CABILDO PRESENTES, SE LLEVARÁ A CABO UNA SESIÓN EJECUTIVA INMEDIATAMENTE DESPUÉS DE LA VOTACIÓN DE ACUERDO CON LOS ESTATUTOS DEL ESTADO DE ARIZONA A.R.S. §38-431.03 (A) Y LA REUNIÓN SERÁ TEMPORALMENTE RECESADA MIENTRAS EL CABILDO DE LA CIUDAD SE RETIRE A UNA SESIÓN EJECUTIVA QUE NO ESTARÁ ABIERTA AL PÚBLICO.**

1. **CALL TO ORDER/ROLL CALL**

2. **ITEMS FOR DISCUSSION ONLY:**

2. A. Discussion and possible directions to staff on any and all matters regarding the award of a contract to Kimley Horn and Associates, Inc. for the development of a study to include a downtown circulation assessment, an origin and destination assessment, and a downtown parking assessment. **(Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)**

- 2. B. Discussion and possible directions to staff on any and all matters regarding an amendment to the intergovernmental agreement between the City of San Luis and the Arizona Department of Transportation (ADOT) for the Cesar Chavez Boulevard Project. **(Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)**
  
- 2. C. Discussion and possible directions to staff on any and all matters regarding installing shades at the border area and other downtown areas. **(Eulogio Vera, Director of Public Works)**
  
- 2. D. Discussion and possible directions to staff on any and all matters regarding authorization to purchase new body-worn cameras with associated warranty and equipment using Fiscal Year 2022 Capital Project Budgeted funds. **(Richard Jessup, Chief of Police)**
  
- 2. E. Discussion and possible directions to staff regarding the transfer of contingency funds regarding Advanced Call Center Technologies (ACCT) and any and all matters involving unpermitted alterations of the space ACCT leases from the city at the Price Center Building. Discussion may include an update on ACCT, city notifications and actions regarding said unpermitted alterations. Possible directions to staff may include such instructions to staff that City Council deems appropriate and consideration of a transfer of funds from City Council's contingency funds to the City Attorney's Legal and Professional Services budget to cover expenses concerning these matters at the next regular Council Meeting. **(Kay Marion Macuil, City Attorney)**
  
- 2. F. Discussion and possible directions to staff on any and all matters regarding Resolution No. 2196. A resolution of the Mayor and City Council of the City of San Luis, Arizona, specifically ratifying salary adjustments previously approved in the budgets for the fiscal years ending June 30, 2020, 2021 and 2022; superseding conflicting provisions and providing for severability. **(Monica Castro, Director of Finance)**

3. **ADJOURNMENT**

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



## AGENDA ITEM REVIEW FORM

### Work Session

2. A.

**Meeting Date:** 10/06/2021

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

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

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding the award of a contract to Kimley Horn and Associates, Inc. for the development of a study to include a downtown circulation assessment, an origin and destination assessment, and a downtown parking assessment. **(Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)**

### SUMMARY:

The Improving Community Connections study funded by the Environmental Protection Agency (EPA) focuses specifically on the need to address traffic concerns in our downtown as an impact of the modernization of the San Luis I Port of Entry. The City of San Luis obtained a proposal from Kimley Horn and Associates, an engineer on our on-call list that included three (3) components: a downtown circulation assessment, an origin and destination assessment and a parking assessment. Yuma Metropolitan Planning Organization (YMPO) committed \$30,000.00 for the origin and destination component and the City of San Luis committed \$95,000.00 for all three (3) components of the study. The cost of the proposal from Kimley Horn is \$199,545.00. The City of San Luis requested a funding collaboration of \$75,000.00 from the Arizona Department of Transportation (ADOT) to contribute to the funding gap to complete all three (3) components of the study.

In order to start the data collection, staff is proposing to reduce the scope of work by deleting the circulation analysis and parking management tasks to meet our funding restrictions. If ADOT provides the \$75,000.00 requested to meet the funding gap, staff would amend the contract with Kimley Horn to include the deleted tasks to the original scope.

Kimley Horn reduced the scope of work to \$144,730.00. The City of San Luis would need to contribute an additional \$20,000.00 to meet the reduced proposed scope of work. Staff is requesting the City Council to financially support the project by contributing an additional \$20,000.00 from the council contingency fund.

### RECOMMENDATION / SUGGESTED MOTION:

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

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes

**CITY/STATE/FEDERAL FUNDS:** City  
**TOTAL:** \$125,000.00  
**BUDGETED AMOUNT:** \$125,000.00  
**AVAILABLE AMOUNT TO TRANSFER:** \$20,000.00  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** O& D Study, GL255-210-90010,  
\$50,000.00 and Circulation  
Study, GL 100-999-90015,  
\$75,000.00

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

The fiscal impact includes, \$50,000.00 from the Origin and Destination Study, GL 255-210-90010 and \$75,000.00 from the Circulation Study, GL 100-999-90015. The staff would request \$20,000.00 from the Council Contingency Fund.

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**Attachments**

Kimley Horn Original Proposal  
Original Proposal Breakdown  
City of San Luis reduced proposal  
City of San Luis reduce cost proposal  
Kimley Horn Agreement

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## Attachment A – Scope of Work

This Scope of Work describes services to be performed by Kimley-Horn and Associates, Inc. for the San Luis Origin/Destination (OD) Analysis, Vehicle and Pedestrian Intercept Survey, and Downtown Circulation Study.

### TASK 1. PROJECT MANAGEMENT

Kimley-Horn will conduct project management activities throughout the duration of the project, to include:

- Conduct a kick-off meeting with City staff.
- Provide content on the project for the City of San Luis website.
- Plan for and participate in up to nine check-in/project management calls to review progress, discuss action items, and exchange information.
- Present to the San Luis City Council at key points during the study process (up to two meetings).
- Present to the Yuma Metropolitan Planning Organization (YMPO) Technical Advisory Committee (TAC) on draft results of the OD analysis.
- Provide monthly invoices and progress reports.

#### Deliverables:

- Kick-off meeting materials and summary notes.
- Content for City of San Luis project website.
- Project management call agendas.
- City Council and YMPO TAC presentation materials and summary notes.
- Monthly invoices and progress reports.

### TASK 2. TRAFFIC DATA COLLECTION

Kimley-Horn will collect traffic volume and vehicle classification data to support the OD analysis and circulation study. Kimley-Horn will execute a subconsultant agreement with a traffic data collection firm to conduct the traffic counts. Data collection elements are:

- Define study area in coordination with San Luis staff.
- Develop a detailed data collection plan, including a final list of traffic count locations, data collection times, and a count schedule.
- Collect 29 vehicular and pedestrian intersection turning movement counts near the San Luis Port of Entry (POE) and at critical locations throughout downtown San Luis. Intersection count data will be collected and processed for the AM and PM peak periods (4 hours each day), for two consecutive days. Specific times will be determined in coordination with City of San Luis staff. Turning movement count locations are assumed to be:
  - Urtuzuastegui St/Archibald St
  - Urtuzuastegui St/Main St
  - Urtuzuastegui St/William Brooks Ave
  - Urtuzuastegui St/2<sup>nd</sup> Ave
  - Urtuzuastegui St/Cesar Chavez St
  - Urtuzuastegui St/4<sup>th</sup> Ave
  - B St/Archibald St
  - B St/Main St
  - B St/William Brooks Ave

- B St/2<sup>nd</sup> Ave
  - B St/Cesar Chavez St
  - B St/4<sup>th</sup> Ave
  - C St/Archibald St
  - C St/Main St
  - C St/William Brooks Ave
  - C Str/2<sup>nd</sup> Ave
  - C Str/Cesar Chavez St
  - C St/4<sup>th</sup> Ave
  - D St/Archibald St
  - D St/Main St
  - D St/William Brooks Ave
  - D St/2<sup>nd</sup> Ave
  - D St/Cesar Chavez St
  - D St/4<sup>th</sup> Ave
  - Cesar Chavez Blvd/San Luis Plaza Dr
  - Cesar Chavez Blvd/Main St
  - Cesar Chavez Blvd/William Brooks Ave
  - Cesar Chavez Blvd/Cesar Chavez St
  - Cesar Chavez Blvd/4<sup>th</sup> Ave
- Collect 10 vehicular volume and classification counts on critical roadway segments that provide egress from the POE for a typical Friday, Saturday, and Sunday at each location; these locations are assumed to be:
    - Archibald St between B St and C St.
    - Main St between B St and C St.
    - William Brooks Ave between B St and C St.
    - 2<sup>nd</sup> Ave between B St and C St.
    - Cesar Chavez St between B St and C St.
    - 4<sup>th</sup> Ave between B St and C St.
    - Four additional volume and classification counts that duplicate YMPO count locations for which historical data is available, to compare data for a typical Friday, Saturday, and Sunday at each location. Locations will be provided by YMPO.
  - Collect vehicle trajectory/travel time data for one month using Kimley-Horn’s Traction software. Vehicle paths for which trajectory/travel time data will be collected will be defined in collaboration with City of San Luis and will be consistent with the area included in the VISSIM simulation model described in Task 5.
  - Conduct a field visit during the data collection period to observe queue lengths, driver behaviors, and pedestrian interactions around downtown San Luis.

**Deliverables:**

- Raw count data sheets for intersection turning movement counts and segment classification counts.
- Traction reports.

**TASK 3. ORIGIN/DESTINATION ANALYSIS**

Kimley-Horn will conduct an OD analysis from data collected from physical Wi-Fi/Bluetooth data collection devices placed at strategic locations. The OD analysis will evaluate the distribution of vehicular traffic originating at the POE and traveling to locations within San Luis, the greater Yuma region, and external points such as I-8 or US 95. Kimley-Horn will execute a subconsultant

agreement with a traffic data collection firm to collect the blue-tooth count data. Data collection elements are:

- Deploy Wi-Fi/Bluetooth data collection devices for two (2) days of 24-hour data collection at seven locations:
  - Inbound lanes at the San Luis I POE (two collection devices).
  - Northbound US 95 north of County 22<sup>nd</sup> Street.
  - Northbound Avenue B north of SR 195.
  - Eastbound SR 195 east of Avenue B.
  - Westbound I-8 west 4<sup>th</sup> Avenue in Winterhaven, CA.
  - Northbound US 95 north of the General Motors Proving Ground.
  - Eastbound I-8 east of Foothills Boulevard.
- Traffic count equipment will be placed along with the Wi-Fi/Bluetooth data collection devices to determine the percentage of vehicles identified by the Wi-Fi/Bluetooth data collection devices. This metric will confirm a statistically valid number of vehicles is included in the OD analysis.
- Process output data to create summary maps and tables illustrating the results of the OD analysis.

**Deliverables:**

- Raw OD data from Wi-Fi/Bluetooth equipment.
- Traction reports.

**TASK 4. VEHICULAR AND PEDESTRIAN INTERCEPT SURVEY**

Kimley-Horn will perform a vehicular and pedestrian intercept survey to supplement the OD study and identify trends related to trip purpose, duration of trips, frequency of travel, anticipated spending levels, and modes of travel in San Luis. This survey will be conducted on the Mexican side of the border while drivers and pedestrians are waiting to cross into the United States. Elements of the vehicle and pedestrian intercept survey are:

- Develop survey questions in collaboration with City staff.
- Establish a survey procedure and methodology
- Perform necessary training of four (4) bilingual staff to conduct the survey.
- Conduct the intercept survey during two timeframes (Winter peak – November through January, and Spring off-peak – April through May) of drivers and pedestrians on four (4) days: Friday, Saturday, Sunday, and Monday, noting mode of travel (vehicle, van/transit, pedestrian, bicycle). We will conduct the survey for up to eight (8) hours per day.
- Process and summarize the survey results to develop key statistics and identify trends.

**Deliverables:**

- Raw survey results.
- Survey results summaries and graphics.

## TASK 5. CIRCULATION ANALYSIS

Kimley-Horn will perform a detailed traffic analysis of downtown San Luis to identify current traffic and pedestrian choke points and evaluate the impacts of expanding the POE from eight to 16 northbound lanes. Elements of the circulation analysis are:

- Determine an analysis day and peak period in collaboration with City staff based on previously collected traffic data.
- Develop a VISSIM simulation model of the street network of downtown San Luis for the area bounded by San Luis Plaza Drive, Cesar Chavez Boulevard, 4<sup>th</sup> Avenue, and the US/Mexico border.
- Calibrate the VISSIM model to observed conditions collected in Tasks 2 and 3, including:
  - OD results.
  - Intersection turning movement counts.
  - Intersection pedestrian counts.
  - Roadway segment count and classification counts.
  - Vehicle trajectory data from Traction.
  - Observed queue lengths, driver behaviors, and pedestrian interactions from the staff field visit.
- Determine an assumed traffic volume entering San Luis from the POE after expansion in collaboration with City staff.
- Prepare a summary report of current conditions, and anticipated bottlenecks associated with future conditions (POE expansion).
- Conduct a brainstorming session with City of San Luis staff to identify potential improvements to address constraints. Improvements will be packaged in up to three (3) alternative scenarios. Kimley-Horn will model up to three (3) alternative scenarios.
- Update the summary report to include improvement scenario model results and elements that are most effective at improving traffic flow and accommodating multimodal travel through downtown.

### Deliverables:

- Deliver the final VISSIM model (base and alternative scenarios) to the City and YMPO.
- Summary report and graphics.

## TASK 6. PARKING MANAGEMENT

Kimley-Horn will perform a parking study to identify potential actions the City can consider to manage parking in the downtown area. This task consists of four subtasks: establish existing demand, parking management strategies, financial feasibility, and implementation.

- **Establish Existing Demand.** Identify the number of vehicles that use publicly accessible on- and off-street parking spaces within the area bounded by San Luis Plaza Drive, Cesar Chavez Boulevard, 4<sup>th</sup> Avenue, and the US/Mexico Border; where they typically park; and at which times of day experience the highest parking demands.

- **Interviews.** The City of San Luis will provide Kimley-Horn with contact information for up to five (5) major agricultural employers that run private shuttle operations in San Luis with whom we will engage. We will distribute an email inquiry to employers followed by telephone interviews, if necessary, to identify:
  - How many buses they run on a typical day to shuttle workers from downtown San Luis to agricultural fields.
  - Where they park their buses when they are not in use.
  - Where they currently pick up and drop off workers in downtown San Luis.
  - Where they believe workers are parking their private vehicles.
  - Responsiveness to potential circulation and parking recommendations, such as consolidated pick-up/drop-off areas for workers, remote parking locations, etc.
- **Drone Occupancy Data Collection.** We will collect and use drone footage to verify vehicle supply and occupancy throughout the study area. We will collect up to 12 hours of drone footage over the course of one day to capture the arrival of vehicles and then every 1.5 to two hours throughout the day. We will then use a counter tool to quantify changes in occupancy by time of day.
- **Parking Management Strategies.** Based on the data collected, our team will identify parking management strategies that will help mitigate parking demands and encourage compliance with parking regulations. These strategies may include, but are not limited to the following:
  - Centralized, shared parking opportunities and strategies for successful implementation.
  - Suggested optimal locations for centralized, shared parking.
  - Enforcement strategies.
  - Wayfinding and messaging.
  - Opportunities and challenges with investing in structured parking.
  - Financial implications/feasibility of the strategies will be evaluated.
- **Implementation.** Kimley-Horn will develop an implementation matrix that will help the city determine the appropriate implementation timing for each strategy. The matrix will include the strategy, implementation timeframe, responsible party(ies), and metrics for continued monitoring once the strategy has been implemented.

**Deliverables:**

- Interview summaries.
- Parking occupancy data and summary mapping.
- Drone orthophotography.
- Summary tables and graphics of parking findings, recommendations, and implementation matrix.

**TASK 7. FINAL REPORT**

Kimley-Horn will develop a concise and graphic-forward final report that outlines the study process, results, and final recommendations from Tasks 2 through 6. We will provide the City with all raw transportation data collected and GIS data developed during the study for future planning needs.

**Deliverables:**

- Draft Final Report.
- Final Report.
- GIS data.

Employee Name	Title	Unit Price	Hours Expected	Hours Expected	Hours Expected
			Task 1 - Project Management	Task 2 - Traffic Data Collection	Task 3 - Origin/ Destination Analysis
Brent Crowther	Sr. Project Manager	\$240.00	12	4	6
Chris Joannes	Professional (Project Manager)	\$170.00	62	28	24
Adria Koller	Professional (Parking)	\$170.00			
Vanessa Rodriguez	Engineer	\$170.00			
Brenda Soto	Sr. Analyst (Translation)	\$145.00	4		
Hamza Khan	Senior Designer (VISSIM)	\$150.00			
Heather Stifanos	Analyst (Data Collection - Drone)	\$125.00			
Karina Trejo	Analyst (Traffic Analysis)	\$125.00	24	28	10
Kristen Faltz	Analyst (Parking Analysis)	\$125.00			
Survey Analysts	Analyst (Survey)	\$125.00			
Meg Merry	Analyst (Graphics)	\$125.00	3		8
Lyndee Walborn	Professional (Accounting)	\$170.00	15		
<b>SUB-TOTAL</b>			<b>\$19,925</b>	<b>\$9,220</b>	<b>\$7,770</b>
<b>TRAVEL COSTS</b>			<b>\$800</b>	<b>\$500</b>	<b>\$0</b>
<b>OTHER DIRECT COSTS</b>			<b>\$0</b>	<b>\$16,600</b>	<b>\$16,000</b>
<b>SUBTOTAL</b>			<b>\$20,725</b>	<b>\$26,320</b>	<b>\$23,770</b>

Hours Expected	Hours Expected	Hours Expected	Hours Expected		
Task 4 - Vehicular and Pedestrian Intercept Survey	Task 5 - Circulation Analysis	Task 6 - Parking Management	Task 7 - Final Report	Total Hours	Total
4	18	4	6	54	\$12,960.00
10	24	10	20	178	\$30,260.00
		30	6	36	\$6,120.00
46			8	54	\$9,180.00
4				8	\$1,160.00
	120		8	128	\$16,000.00
		18		18	\$2,250.00
56	190		50	358	\$44,750.00
		135		135	\$16,875.00
92				92	\$11,500.00
8			38	38	\$9,690.00
				15	\$2,550.00
\$30,560	\$50,150	\$26,885	\$19,420		\$163,295
\$2,000	\$0	\$350	\$0		\$3,650
\$0	\$0	\$0	\$0		\$32,600
<b>\$32,560</b>	<b>\$50,150</b>	<b>\$27,235</b>	<b>\$19,420</b>		<b>\$199,545</b>

## Attachment A – Scope of Work

This Scope of Work describes services to be performed by Kimley-Horn and Associates, Inc. for the San Luis Origin/Destination (OD) Analysis, Vehicle and Pedestrian Intercept Survey, and Downtown Circulation Study.

### TASK 1. PROJECT MANAGEMENT

Kimley-Horn will conduct project management activities throughout the duration of the project, to include:

- Conduct a virtual kick-off meeting with City staff.
- Provide content on the project for the City of San Luis website.
- Plan for and participate in up to nine check-in/project management calls to review progress, discuss action items, and exchange information.
- Develop a presentation for City staff to give to the San Luis City Council at up to two key points during the study process.
- Present virtually to the Yuma Metropolitan Planning Organization (YMPO) Technical Advisory Committee (TAC) on draft results of the OD analysis.
- Provide monthly invoices and progress reports.

#### Deliverables:

- Kick-off meeting materials and summary notes.
- Content for City of San Luis project website.
- Project management call agendas.
- City Council and YMPO TAC presentation materials and summary notes.
- Monthly invoices and progress reports.

### TASK 2. TRAFFIC DATA COLLECTION

Kimley-Horn will collect traffic volume and vehicle classification data to support the OD analysis and circulation study. Kimley-Horn will execute a subconsultant agreement with a traffic data collection firm to conduct the traffic counts. Data collection elements are:

- Define study area in coordination with San Luis staff.
- Develop a detailed data collection plan, including a final list of traffic count locations, data collection times, and a count schedule.
- Collect 29 vehicular and pedestrian intersection turning movement counts near the San Luis Port of Entry (POE) and at critical locations throughout downtown San Luis. Intersection count data will be collected and processed for the AM and PM peak periods (4 hours each day), for two consecutive days. Specific times will be determined in coordination with City of San Luis staff. Turning movement count locations are assumed to be:
  - Urtuzuastegui St/Archibald St
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  - Urtuzuastegui St/4<sup>th</sup> Ave
  - B St/Archibald St
  - B St/Main St
  - B St/William Brooks Ave

- B St/2<sup>nd</sup> Ave
- B St/Cesar Chavez St
- B St/4<sup>th</sup> Ave
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- C St/Main St
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- C St/4<sup>th</sup> Ave
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- D St/Main St
- D St/William Brooks Ave
- D St/2<sup>nd</sup> Ave
- D St/Cesar Chavez St
- D St/4<sup>th</sup> Ave
- Cesar Chavez Blvd/San Luis Plaza Dr
- Cesar Chavez Blvd/Main St
- Cesar Chavez Blvd/William Brooks Ave
- Cesar Chavez Blvd/Cesar Chavez St
- Cesar Chavez Blvd/4<sup>th</sup> Ave

- Collect six vehicular volume and classification counts on critical roadway segments that provide egress from the POE for a typical Friday, Saturday, and Sunday at each location; these locations are assumed to be:
  - Archibald St between B St and C St.
  - Main St between B St and C St.
  - William Brooks Ave between B St and C St.
  - 2<sup>nd</sup> Ave between B St and C St.
  - Cesar Chavez St between B St and C St.
  - 4<sup>th</sup> Ave between B St and C St.
- Collect vehicle trajectory/travel time data for one month using Kimley-Horn’s Traction software. Vehicle paths for which trajectory/travel time data will be collected will be defined in collaboration with City of San Luis and will be consistent with the area included in the VISSIM simulation model described in Task 5.
- Conduct a field visit during one day of the data collection period to observe queue lengths, driver behaviors, and pedestrian interactions around downtown San Luis.

**Deliverables:**

- Raw count data sheets for intersection turning movement counts and segment classification counts.
- Traction reports.

**TASK 3. ORIGIN/DESTINATION ANALYSIS**

Kimley-Horn will conduct an OD analysis from data collected from physical Wi-Fi/Bluetooth data collection devices placed at strategic locations. The OD analysis will evaluate the distribution of vehicular traffic originating at the POE and traveling to locations within San Luis, the greater Yuma region, and external points such as I-8 or US 95. Kimley-Horn will execute a subconsultant agreement with a traffic data collection firm to collect the blue-tooth count data. Data collection elements are:

- Deploy Wi-Fi/Bluetooth data collection devices for two (2) days of 24-hour data collection at seven locations:
  - Inbound lanes at the San Luis I POE (two collection devices).
  - Northbound US 95 north of County 22<sup>nd</sup> Street.
  - Northbound Avenue B north of SR 195.
  - Eastbound SR 195 east of Avenue B.
  - Westbound I-8 west 4<sup>th</sup> Avenue in Winterhaven, CA.
  - Northbound US 95 north of the General Motors Proving Ground.
  - Eastbound I-8 east of Foothills Boulevard.
- Traffic count equipment will be placed along with the Wi-Fi/Bluetooth data collection devices to determine the percentage of vehicles identified by the Wi-Fi/Bluetooth data collection devices. This metric will confirm a statistically valid number of vehicles is included in the OD analysis.
- Process output data to create summary maps and tables illustrating the results of the OD analysis.

**Deliverables:**

- Raw OD data from Wi-Fi/Bluetooth equipment.
- Traction reports.

**TASK 4. VEHICULAR AND PEDESTRIAN INTERCEPT SURVEY**

Kimley-Horn will perform a vehicular and pedestrian intercept survey to supplement the OD study and identify trends related to trip purpose, duration of trips, frequency of travel, anticipated spending levels, and modes of travel in San Luis. This survey will be conducted on the Mexican side of the border while drivers and pedestrians are waiting to cross into the United States. Elements of the vehicle and pedestrian intercept survey are:

- Develop survey questions in collaboration with City staff.
- Establish a survey procedure and methodology
- Perform necessary training of four (4) bilingual staff to conduct the survey.
- Conduct the intercept survey during the Winter peak (November through January) of drivers and pedestrians on two (2) days: Friday and Saturday, noting mode of travel (vehicle, van/transit, pedestrian, bicycle). We will conduct the survey for up to eight (8) hours per day.
- Process and summarize the survey results to develop key statistics and identify trends.

**Deliverables:**

- Raw survey results.
- Survey results summaries and graphics.

**TASK 5. CIRCULATION ANALYSIS**

Kimley-Horn will perform a detailed traffic analysis of downtown San Luis to identify current traffic and pedestrian choke points and evaluate the impacts of expanding the POE from eight to 16 northbound lanes. Elements of the circulation analysis are:

- Determine an analysis day and peak period in collaboration with City staff based on previously collected traffic data.
- Develop a VISSIM simulation model of the street network of downtown San Luis for the area bounded by San Luis Plaza Drive, Cesar Chavez Boulevard, 4<sup>th</sup> Avenue, and the US/Mexico border.
- Calibrate the VISSIM model to observed conditions collected in Tasks 2 and 3, including:
  - OD results.
  - Intersection turning movement counts.
  - Intersection pedestrian counts.
  - Roadway segment count and classification counts.
  - Vehicle trajectory data from Traction.
  - Observed queue lengths, driver behaviors, and pedestrian interactions from the staff field visit.
- Determine an assumed traffic volume entering San Luis from the POE after expansion in collaboration with City staff.
- Prepare a summary report of current conditions, and anticipated bottlenecks associated with future conditions (POE expansion).
- Conduct a brainstorming session with City of San Luis staff to identify potential improvements to address constraints. Improvements will be packaged in up to three (3) alternative scenarios. Kimley-Horn will model up to three (3) alternative scenarios.
- Update the summary report to include improvement scenario model results and elements that are most effective at improving traffic flow and accommodating multimodal travel through downtown.

#### **Deliverables:**

- Deliver the final VISSIM model (base and alternative scenarios) to the City and YMPO.
- Summary report and graphics.

### **TASK 6. FINAL REPORT**

Kimley-Horn will develop a concise and graphic-forward final report that outlines the study process, results, and final recommendations from Tasks 2 through 5. We will provide the City with all raw transportation data collected and GIS data developed during the study for future planning needs.

#### **Deliverables:**

- Draft Final Report.
- Final Report.
- GIS data.

### **ADDITIONAL SERVICES**

Should additional funding become available, Kimley-Horn can perform the following additional services.

- **Project Management**
  - Conduct an in-person kick-off meeting with City staff in lieu of a virtual kick-off meeting.
  - Present to the San Luis City Council at up to two key points during the study process in lieu of developing presentations for City staff to deliver.
  - Present to the YMPO TAC in-person in lieu of a virtual presentation.
- **Traffic Data Collection**
  - Four volume and classification counts that duplicate YMPO count locations for which historical data is available, to compare data for a typical Friday, Saturday, and Sunday at each location. Locations will be provided by YMPO.
- **Vehicular and Pedestrian Intercept Survey**
  - Conduct the vehicular and pedestrian intercept survey for two additional days during the peak period (November through January) and over four days during the Spring off-peak period (April through May), noting mode of travel (vehicle, van/transit, pedestrian, bicycle). We will conduct the survey for up to eight (8) hours per day.
- **Parking Management.** Kimley-Horn will perform a parking study to identify potential actions the City can consider to manage parking in the downtown area. This task consists of four subtasks: establish existing demand, parking management strategies, financial feasibility, and implementation.
  - **Establish Existing Demand.** Identify the number of vehicles that use publicly accessible on- and off-street parking spaces within the area bounded by San Luis Plaza Drive, Cesar Chavez Boulevard, 4<sup>th</sup> Avenue, and the US/Mexico Border; where they typically park; and at which times of day experience the highest parking demands.
  - **Interviews.** The City of San Luis will provide Kimley-Horn with contact information for up to five (5) major agricultural employers that run private shuttle operations in San Luis with whom we will engage. We will distribute an email inquiry to employers followed by telephone interviews, if necessary, to identify:
    - How many buses they run on a typical day to shuttle workers from downtown San Luis to agricultural fields.
    - Where they park their buses when they are not in use.
    - Where they currently pick up and drop off workers in downtown San Luis.
    - Where they believe workers are parking their private vehicles.
    - Responsiveness to potential circulation and parking recommendations, such as consolidated pick-up/drop-off areas for workers, remote parking locations, etc.
  - **Drone Occupancy Data Collection.** We will collect and use drone footage to verify vehicle supply and occupancy throughout the study area. We will collect up to 12 hours of drone footage over the course of one day to capture the arrival of vehicles and then every 1.5 to two hours throughout the day. We will then use a counter tool to quantify changes in occupancy by time of day.

- **Parking Management Strategies.** Based on the data collected, our team will identify parking management strategies that will help mitigate parking demands and encourage compliance with parking regulations. These strategies may include, but are not limited to the following:
  - Centralized, shared parking opportunities and strategies for successful implementation.
  - Suggested optimal locations for centralized, shared parking.
  - Enforcement strategies.
  - Wayfinding and messaging.
  - Opportunities and challenges with investing in structured parking.
  - Financial implications/feasibility of the strategies will be evaluated.
- **Implementation.** Kimley-Horn will develop an implementation matrix that will help the city determine the appropriate implementation timing for each strategy. The matrix will include the strategy, implementation timeframe, responsible party(ies), and metrics for continued monitoring once the strategy has been implemented.

Employee Name	Title	Unit Price	Hours Expected	Hours Expected	Hours Expected
			Task 1 - Project Management	Task 2 - Traffic Data Collection	Task 3 - Origin/ Destination Analysis
Brent Crowther	Sr. Project Manager	\$240.00	12	4	6
Chris Joannes	Professional (Project Manager)	\$170.00	36	22	24
Adria Koller	Professional (Parking)	\$170.00			
Vanessa Rodriguez	Engineer	\$170.00			
Brenda Soto	Sr. Analyst (Translation)	\$145.00	4		
Hamza Khan	Senior Designer (VISSIM)	\$150.00			
Heather Stifanos	Analyst (Data Collection - Drone)	\$125.00			
Karina Trejo	Analyst (Traffic Analysis)	\$125.00	24	12	10
Kristen Faltz	Analyst (Parking Analysis)	\$125.00			
Survey Analysts	Analyst (Survey)	\$125.00			
Meg Merry	Analyst (Graphics)	\$125.00	3		8
Lyndee Walborn	Professional (Accounting)	\$170.00	15		
<b>SUB-TOTAL</b>			<b>\$15,505</b>	<b>\$6,200</b>	<b>\$7,770</b>
<b>TRAVEL COSTS</b>			<b>\$0</b>	<b>\$300</b>	<b>\$0</b>
<b>OTHER DIRECT COSTS</b>			<b>\$0</b>	<b>\$15,400</b>	<b>\$16,000</b>
<b>SUBTOTAL</b>			<b>\$15,505</b>	<b>\$21,900</b>	<b>\$23,770</b>

Hours Expected	Hours Expected	Hours Expected	Hours Expected		
Task 4 - Vehicular and Pedestrian Intercept Survey	Task 5 - Circulation Analysis	Task 6 - Parking Management	Task 7 - Final Report	Total Hours	Total
4	16		6	48	\$11,520.00
10	24		16	132	\$22,440.00
				0	\$0.00
24			8	32	\$5,440.00
4				8	\$1,160.00
	120		8	128	\$16,000.00
				0	\$0.00
30	190		40	306	\$38,250.00
				0	\$0.00
48				48	\$6,000.00
8			32	32	\$8,670.00
				15	\$2,550.00
\$18,070	\$49,670	\$0	\$15,720		\$112,030
\$1,000	\$0	\$0	\$0		\$1,300
\$0	\$0	\$0	\$0		\$31,400
<b>\$19,070</b>	<b>\$49,670</b>	<b>\$0</b>	<b>\$15,720</b>		<b>\$144,730</b>

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

THIS AGREEMENT is made this 13 day of October, 2021, by and between City of San Luis ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant").

NAME OF PROJECT: San Luis Origin/Destination Analysis, Parking Analysis and downtown Circulation Study ("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 may 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 provided 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 ADDITIONAL REQUIREMENTS.

(a) 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.

(b) Documents which are created as a result of this Agreement are confidential as determined under the Arizona Public Records laws.

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

(d) This 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.

CITYOF SAN LUIS

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINTED NAME: Gerardo Sanchez

PRINTED NAME: Brent C. Crowther

TITLE: Mayor

TITLE: Vice President / Sr. Associate

**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	City of San Luis			
Mailing Address for Invoices	P.O. BOX 1170, San Luis, Arizona 85349			
Federal ID Number	86-0376164			
Contact for Billing Inquiries	Monica Castro, Finance Director			
Contact's Phone and e-mail	(928) 341-8553    mcastro@sanluisaz.gov			
Client is (check one) X	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>
			Unrelated to Owner	<input type="checkbox"/>

**Property Identification**

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address	City of San Luis			
County in which Property is Located	Yuma County			
Tax Assessor's Number(s)				

**Property Owner Identification**

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name	City of San Luis			
Owner(s) Mailing Address	P.O. BOX 1170 San Luis, AZ 85349			
Owner's Phone No.	(928) 341-8584			
Owner of Which Parcel #?	N/A			

**Project Funding Identification – List Funding Sources for the Project**

Yuma Metropolitan Planning Organization
City of San Luis

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



## AGENDA ITEM REVIEW FORM

### Work Session

2. B.

**Meeting Date:** 10/06/2021

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

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

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding an amendment to the intergovernmental agreement between the City of San Luis and the Arizona Department of Transportation (ADOT) for the Cesar Chavez Boulevard Project. **(Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)**

### SUMMARY:

On July 9, 2012, the City of San Luis entered into an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) to manage a Federal Highway Administration (FHWA) grant for the development of environmental and design documents for the widening of Cesar Chavez Boulevard project. The environmental documents and the 30% design were completed. A balance of \$431,894.00 of grant funds is still remaining of the original \$1,210,000.00 grant. The City of San Luis requested a reclassification of the remaining funds to be used for right-of-way acquisition for the Cesar Chavez Boulevard project. A portion of the grant funds will be used by ADOT to continue to manage the project. The City of San Luis will not need to contribute any additional funding.

### RECOMMENDATION / SUGGESTED MOTION:

**Discussion and possible directions to staff only, no action item.**

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### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	Federal Funds
<b>TOTAL:</b>	\$431,894.00
<b>BUDGETED AMOUNT:</b>	N/A
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	See fiscal impact statement
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Capital Outlays, CIP 200-860-90010, \$400,000.00
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	

This grant was not budgeted in FY 2022. However, we did budget in HURF \$400,000.00 to acquire the Cesar Chavez Boulevard construction right of way (ROW). To reflect the FHWA grant appropriately, staff requests the City Council's approval to transfer the \$400,000.00 ROW acquisition budget currently in HURF account 200-860-90010 to account 255-210-90010 grant account. In addition, to authorize the Finance Department to make additional entries needed this year to record this grant's revenues and expenditures in city's financials appropriately.

The City of San Luis will use the \$431,894.00 grant fund balance to pay for a right of way specialist and private right of way acquisition. The grant funds will be managed by ADOT and will apply on a reimbursable basis.

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### **Attachments**

ADOT IGA

Amendment No. One to IGA

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ADOT File No.: IGA/JPA 11-206-I  
AG Contract No.: P001 2012  
ADOT No.: **SZ018 03D**  
Federal Project No.: CBI-SLS-0(203)A  
Project: Juan Sanchez Boulevard  
Improvements  
Location: US 95 East to SR 195  
CBI federal funding  
YMPO TIP 2011-16 Amendment # 2

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF SAN LUIS

**THIS AGREEMENT** is entered into this date July 9<sup>th</sup>, 2012 (*effective date*) pursuant to the Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SAN LUIS, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City collectively are referred to as "Parties".

### **I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
  2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the City.
  3. Such Project lies within the boundary of the City and has been selected by the City for development. The project will be submitted to the State and Federal Highway Administration (FHWA) for its approval.
  4. The interest of the State in this Project is the acquisition of Federal funds for the use and benefit of the City and to authorize such Federal funds for the project pursuant to Federal law and regulations.
  5. The City, in order to obtain Federal funds for *the Project* is willing to provide City funds to match Federal funds in the ratio required or as finally fixed and determined by the State and FHWA.
  6. The City is in agreement to use one of the State's on-call design companies to prepare a project assessment report; 30% general plan, final design plans and the necessary environmental documents required for construction. The State will be the City's designated agent for obtaining Federal funds hereinafter referred to as the "Project." The Project consists of preparing the project documents for reconstructing and widening the existing two lane roadway along Juan Sanchez Boulevard to a four lane urban section.
-

7. The Project cost breakdown is as follows:

**ADOT Project No. SZ018 03D**

CBI Federal Aid @ 94.3% (capped)	\$1,131,600.00
City Match @ 5.7%	\$ 68,400.00
Estimated ADOT Preliminary Engineering Cost	<u>\$ 10,000.00</u>
<b>Estimate Project Cost</b>	<b>\$1,210,000.00</b>

The Parties acknowledge that the eventual actual cost may exceed the *cost estimate*, and in such case, the City is responsible for *any and all costs exceeding the cost estimate*. Actual costs may be less than the estimate and not needed for the Project, at which time any excess Federal funding will be de-obligated from the Project.

Federal funding is subject to de-obligation and removal from the Project twelve (12) months after the date of initial authorization unless sufficient justification regarding the delay and the expected design start date are provided to the State and FHWA in writing.

**THEREFORE**, in consideration of the mutual covenants expressed herein, it is agreed as follows:

**II. SCOPE OF WORK**

1. The State will:

a. Upon execution of this Agreement and on behalf of the City, act as the City's designated agent. Prior to performing or authorizing any work, invoice the City for the State's design review fee, currently estimated at \$10,000.00.

b. Upon execution of this Agreement, and prior to performing or authorizing any work, invoice the City for the City's estimated *contribution match* for an amount of \$ 68,400.00 for the Project. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

c. On behalf of the City, use one of the State's on-call design companies to prepare all pertaining documents for the project; review and approve documents required by FHWA to qualify certain projects for and to receive Federal funds. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of prepared reports, design plans, maps and specification; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement. Send a review set of all design plans and project documents prepared by the design consultant to the City. Review design plans and project documents for said Project and, provide comments to the City and or design consultant as appropriate.

d. Submit all documentation required to the FHWA containing the above-mentioned Project with the recommendation that funding be approved for the Project. Request the maximum Federal funds be programmed for the *design* of this Project. Should costs be deemed ineligible or exceed the maximum Federal funds available, it is understood and agreed that the City will be responsible for these costs. The Project will be performed, completed, accepted and paid for in accordance with the requirements of Project plans and specifications.

e. Review Project documents and reports for said Project, provide comments to the City as appropriate.

f. The design consultant shall provide services as required and requested throughout the development phase of the Project.

g. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

2. The City will:

a. Upon execution of this Agreement, authorize the State to be the designated agent for the City. Prior to performing or authorizing any work, and within thirty (30) days of receipt of an invoice from the State, remit to the State the State's review fee, currently estimated at \$10,000.00. Be responsible for any difference between the estimated and actual design review costs.

b. Upon execution of this Agreement, and within thirty (30) days of receipt of an invoice from the State, remit to the State the City's *contribution match* for an amount of \$ 68,400.00.

c. Allow the State to enter into an agreement with the selected Consultant to provide services as required and requested throughout the design and post-design of the Project. Review the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including documents required by FHWA to qualify projects for and to receive federal funds.

d. Enter into an Agreement with the State for the use of one of the Consultants to provide services as required and requested throughout the development of the Project including the construction phase of the Project.

e. Monitor, and as required, be involved with all right of way activities and functions performed by the Consultant, including, but not specifically limited to, right of way survey, delineation, appraisal, review appraisal, acquisition, relocation and property management.

f. Review design plans project documents and provide review comments, within 15 days of receipt of document, to the design consultant and the State as appropriate.

g. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding, including the State's design review fee separately billed by the State and included in the cost estimate. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs.

h. Pursuant to 23 USC 102(b), repay all Federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within 10 years after Federal funds were first made available.

i. Upon completion of the Project, agree to accept, maintain and assume full responsibility of said Project in writing.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project and related deposits or reimbursement. Further, this Agreement may be cancelled at any time upon thirty days (30) written notice to the other party. Should the City terminate the Agreement, the City will reimburse the State for any costs incurred by the State as a result of the termination.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and any construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of design covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid received.

4. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

5. The cost of the Project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. The Parties warrant compliance with the "Buy America" requirements as set forth in Section 106.15 of the ADOT Standard Specifications for Road and Bridge Construction.

8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

9. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation (ADOT)  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

ADOT Financial Management Services  
Attn: Project Accounting  
206 S. 17<sup>th</sup> Avenue, Mail Drop 204B  
Phoenix, Arizona 85007  
(602) 712-8471 Fax

City of San Luis  
Attn: John Starkey  
Public Works Director  
P.O. Box 1170  
San Luis, Arizona 85349  
(928) 341-8577  
(928) 341-8599 Fax

For City Financial Matters:  
Attn: Kettie St Louis, Finance Director  
P.O. Box 1170  
San Luis, Arizona 85349

(928) 341-8520  
(928) 341-341-8549  
[kstlouis@cityofsanluis.org](mailto:kstlouis@cityofsanluis.org)

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the 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 as a result of termination under this paragraph.

13. If the federal funding related to this Project is terminated or reduced by the federal government, or if the federal government rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

14. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The City warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214, Subsection A.

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the City may be subject to penalties up to and including termination of the Agreement.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the City or subcontractor is complying with the warranty under paragraph (a).

15. The City warrants compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 amendments and with Arizona Revised Statutes § 41-725.

16. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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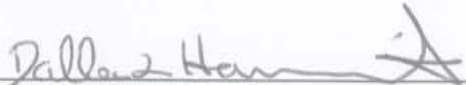
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**CITY OF SAN LUIS**

**STATE OF ARIZONA**

Department of Transportation

By   
GERARDO SANCHEZ  
Mayor

By   
DALLAS HAMMIT, P.E.  
Deputy State Engineer, Development

ATTEST:

By   
SONIA CUELLO  
City Clerk

May 8<sup>th</sup>, 2012-ly



# Resolution

NO. 978

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION (ADOT).**

Whereas, the City of San Luis desires to enter into an intergovernmental agreement with the State of Arizona Department of Transportation regarding a project to prepare a project assessment report; 30% general plan, final design plans, and the necessary environmental documents required for construction. The project consists of preparing said documents for reconstructing and widening the existing two lane roadway along Juan Sanchez Boulevard to a four lane urban section. This project will be from US Highway 95 to SR195 and is four and one half miles in length; and

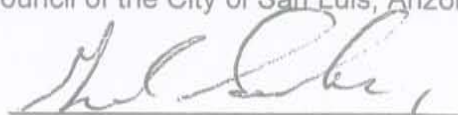
Whereas, the parties to the Intergovernmental Agreement desire to enter into said agreement;

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

Section 1: That the Intergovernmental Agreement, as attached hereto as Exhibit "A", is hereby 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 necessary to effectuate said agreement.


13<sup>th</sup> PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this day of June, 2012.

  
Gerardo Sanchez, Mayor

ATTEST:

  
Sonia Cuello, City Clerk

APPROVED AS TO FORM:

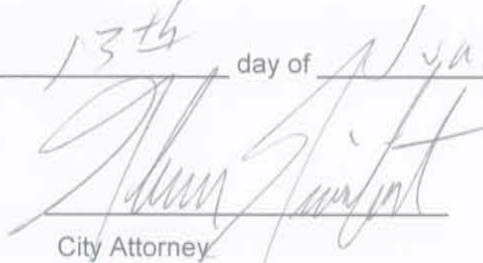
  
Glenn Gimbut, City Attorney

ATTORNEY APPROVAL FORM FOR THE CITY OF SAN LUIS

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SAN LUIS, an Agreement between public agencies which has been reviewed pursuant to Arizona Revised Statutes § 11-951 through § 11-954, and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 13<sup>th</sup> day of June, 2012.

  
\_\_\_\_\_  
City Attorney



TOM HORNE  
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION

SUSAN E. DAVIS  
ASSISTANT ATTORNEY GENERAL  
DIRECT LINE: 602-542-8855  
E-MAIL: [SUSAN.DAVIS@AZAG.GOV](mailto:SUSAN.DAVIS@AZAG.GOV)


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012012001457 (**IGA/JPA 11-206-I**), an Agreement between public agencies, i.e., The State of Arizona and City of San Luis, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: July 9, 2012

TOM HORNE  
Attorney General

  
\_\_\_\_\_  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:In:#2787791  
Attachment

ADOT File No.: IGA 11-206-I  
Amendment No. One: 21-0008251-I  
AG Contract No.: P001 2012 001457  
Project Location/Name: Juan Sanchez  
BLVD; US95 – SR195, San Luis  
Type of Work: Road & Pedestrian  
Improvements, Drainage  
Federal-aid No.: SLS-0(203)A  
ADOT Project No.: SZ018 01D/03D/01R  
TIP/STIP No.: SAN-12-07C, SAN-12-RW  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.: NA

**AMENDMENT NO. ONE  
TO  
INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SAN LUIS

**THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”),** is entered into this date \_\_\_\_\_, pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF SAN LUIS, acting by and through its MAYOR and CITY COUNCIL (the “City”). The State and the City are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

**WHEREAS,** the INTERGOVERNMENTAL AGREEMENT, IGA 11-206-I, A.G. Contract No. P001 2012 001457, was executed on July 9, 2012, (the “Original Agreement”);

**WHEREAS,** the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

**WHEREAS,** the City is empowered by A.R.S. § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

**NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to reflect the transfer of \$431,894.00 of federal-aid funds from the design phase to the right of way acquisition phase of the Project. The Project was established with Coordinated Border Infrastructure (CBI) Program funds, in the amount of \$1,131,600.00, with a City 5.7% match of \$68,400.00 (received in full by ADOT), for the Project Design. The City has since elected to complete right of way acquisition with City forces. With this change, the funds received as the match toward the right of way acquisition phase will be used to pay for the additional Project Development Administration (PDA) costs, previously referred to as Preliminary Engineering costs, any remaining funds will be**

used toward additional PDA or future construction costs. ADOT will review all right of way documents and provide support to the City as required.

The Parties incorporate the Recitals set forth above as part of the body of this Amendment No. One and desire to amend the Original Agreement, as follows:

**I. RECITALS**

Section I, Paragraphs 6. and 7. are revised, as follows:

6. The work contemplated herein consists of preparing the documents required for the reconstruction and widening of the existing two lane roadway along Juan Sanchez Boulevard to a four lane urban section and the necessary right of way acquisition, (the "Project"). The State will administer the design of the Project. The City will acquire the necessary right of way for the Project and submit eligible expended right of way costs to the State for reimbursement; eligible right of way reimbursement will not exceed \$431,894.00.
7. **Consistent with the Original Agreement the City has been invoiced and paid the Original Agreement design match of \$68,400.00, of this \$68,400.00, \$26,106.00 is no longer needed as a cash match and a portion will be applied to outstanding PDA costs, as applicable. The revised Project cost breakdown is as follows:**

**SZ018 01D/03D/01R**

The federal funds will be used for the scoping/design and right of way acquisition of the Project. The estimated Project costs are as follows:

**ADOT Project Development Administration (PDA) Cost**

City's cash contribution @ 100%	\$ 23,000.00
<b>Subtotal – PDA</b>	<b>\$ 23,000.00</b>

**Scoping/Design:**

Federal-aid funds @ 94.3%	\$ 699,706.00
City's cash match @5.7%	\$ 42,294.00
<b>Subtotal – Scoping/Design</b>	<b>\$ 742,000.00</b>

**Right of Way Acquisition Costs:**

Reimbursable Federal-aid funds @ 94.3%	\$ 431,894.00
City's in-kind match @ 5.7%	\$ 26,106.00
<b>Subtotal – Right of Way</b>	<b>\$ 458,000.00</b>
<b>Estimated TOTAL Project Cost</b>	<b>\$ 1,223,000.00</b>

**FUNDING RECAP**

<b>Total Federal Funds</b>	<b>\$ 1,131,600.00</b>
<b>Total Received City Cash</b>	<b>\$ 81,834.00</b>
<b>Total Estimated City Cash Project Cost</b>	<b>\$ 65,294.00</b>
<b>Total City In-Kind Match</b>	<b>\$ 26,106.00</b>
<b>Estimated City Cash Balance For Project Costs or Future Phases</b>	<b>\$ 16,540.00</b>

**II. SCOPE OF WORK**

**Section II, Paragraph 1.h. is added, as follows:**

1. The State will:
  - h. Within 30 days after receipt, review, and approval of invoice(s) and documentation of payment for right of way acquisition, reimburse the City for eligible costs incurred not to exceed the federal funds approved and programmed for the Project, not to exceed \$431,894.00.

**Section II, Paragraph 2.e. is revised, and Section II, Paragraphs 2.j. and 2.k. are added, as follows:**

2. The City will:
  - e. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the City, if applicable.
  - j. Certify that the City has adequate resources to discharge the City's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)
  - k. Perform all activities required for acquisition of right of way and submit, an invoice(s), on ADOT's Progress Payment Report Form, Exhibit A, attached and made a part of this Amendment No. One, including all back-up documentation, to the State for review and approval, of eligible costs incurred by the City for acquisition of right of way for the Project not to exceed the total federal funds programmed amount of \$431,894.00. Any

costs incurred prior to the date of the official NTP will not be eligible for reimbursement.

### **III. MISCELLANEOUS PROVISIONS**

**Section III, Paragraph 2. is revised and Paragraphs 18., 19., and 20. are added, as follows:**

2. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.
  
18. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.
  
19. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
  
20. The Parties shall ensure that all contractors comply with the applicable requirements of A.R.S. §35-393.01.

**EXCEPT AS AMENDED, ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

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**THIS AMENDMENT NO. ONE** shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

**IN ACCORDANCE WITH** A.R.S. § 11-952 (D) attached and incorporated in this Amendment No. One is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

**CITY OF SAN LUIS**

**STATE OF ARIZONA**  
Department of Transportation

By \_\_\_\_\_ Date \_\_\_\_\_  
**GERARDO SANCHEZ**  
Mayor

By \_\_\_\_\_ Date \_\_\_\_\_  
**STEVE BOSCHEN, PE**  
Division Director

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**SONIA CORNELIO**  
City Clerk

**ATTORNEY APPROVAL FORM FOR THE CITY OF SAN LUIS**

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SAN LUIS, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

IGA 11-206-I  
Amendment No. One: IGA 21-0008251-I  
Exhibit A

**ARIZONA DEPARTMENT OF TRANSPORTATION  
PROGRESS PAYMENT REPORT**

<b>Report No.</b>		<b>IGA/JPA</b>	<b>11-206-A1</b>			
ADOT PO #		<b>PROGRESS</b>				
<b>Item No.</b>		<b>FINAL</b>				
Federal-aid No.	SLS-0(203)A					
<b>ADOT Project No.</b>	SZ018 01R					
Name of Project	Juan Sanchez Blvd; US95 - SR195, San Luis					
<b>Name of Vendor</b>	City of San Luis					
<b>REMIT PAYMENT TO:</b>	City of San Luis, PO Box 1170, San Luis, Arizona 85349					
Date Started :	Estimated Completion Date:	% Billed	% Complete			
<b>SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED</b>						
Items	DESCRIPTION	Hours	CONTRACT AMOUNT	Previous Accumulative Amount	Current Month	Accumulative Amount
	<b>PER IGA 11-206-I, Amendment One</b> See Attached					\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
					Total to Date	\$0.00
Submitted By: _____ Date: _____					Total Previous Report	\$0.00
Approved By: _____ ADOT Project Manager					Current Report	<b>\$0.00</b>



## AGENDA ITEM REVIEW FORM

### Work Session

2. C.

**Meeting Date:** 10/06/2021

**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

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding installing shades at the border area and other downtown areas. **(Eulogio Vera, Director of Public Works)**

### SUMMARY:

This item updates the September 1, 2021, Work Session item regarding the possibility of shades for the city's Border Area Taxi Stand.

At that meeting, the City Attorney was directed to look into the legalities. The Legal Opinion is attached, which concludes that the Anti-Gift Clause is not implicated.

The direction was also given to follow-up on work done by the former City Manager about the possibility of getting donations. Yuma County Area Transit (YCAT) donated seven (7) shades, but the legs need to be fabricated, which Public Works can do. In addition to the city's Border Area Taxi Stand, staff suggests the POE 1 pedestrian exit area and the YCAT bus stops in the downtown area with the most users for the remaining donated shades.

### RECOMMENDATION / SUGGESTED MOTION:

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

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### 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):**

Discussion only item.

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### Attachments

City Attorney Opinion

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City of San Luis

P.O. Box 1170 • 1090 E. Union Street • San Luis, AZ 85349-1170 • Ph (928) 341-8500

## San Luis City Attorney Opinion

### RE: IMPROVEMENTS TO CITY'S TAXI STAND

DATE: September 21, 2021

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

COPY TO: Interim City Manager Lizandro Galaviz  
Police Chief Richard Jessup  
Fire Chief Angel Ramirez  
Public Works Director Eulogio Vera

FROM: City Attorney Kay Marion Macuil

RECEIVED  
2021 SEP 21 A 8:12  
CITY OF SAN LUIS  
OFFICE OF THE CITY CLERK

This memorandum will serve as an official legal opinion of the Office of the City Attorney of the City of San Luis, Arizona. It will be on file with the San Luis City Clerk.

**Limitations of this Opinion:** This opinion addresses property interests and the Arizona Anti-Gift Clause regarding the city improving the city's taxi stand.

This opinion does *not* address

- how the improvements must be constructed and materials to be used to address public safety nor
- the space required to make the improvements accessible for wheelchairs and otherwise comply with the Americans with Disability Act.

I. **FACTS**

This opinion responds to the direction from Mayor Gerardo Sanchez at the Work Session of City Council on September 1, 2021, regarding the item Council Member Luis Cabrera requested on shades, benches and trash receptacle at the city's temporary Border Area Taxi Stand on the south side of Urtuzuastegui Street (between Cesar Chavez Street and 2<sup>nd</sup> Street). The Border Area Taxi Stand is on the city's right of way.

II. **QUESTION PRESENTED**

What are the legalities of the city providing shades, benches and trash receptacles at the city's Border Area Taxi Stand?

III. **THE LAW AND ANALYSIS**

A. **The City's Legal Interest in the Taxi Stand: Ownership**

The city owns the right of way where the city designated the Border Area Taxi Stand. The city holds the right of way for public use. As a property owner, the city may improve the amenities for the public in the city's right of way.

B. **Public Interest in Having a Taxi Stand**

A designated taxi stand on the south side of Urtuzuastegui Street at the border reduces pedestrian-vehicle conflicts and helps protect life and limb. In that area, many people desire taxi service, so taxi drivers go to pick up fares. Many other vehicles travel the area (including the city's ambulances and police vehicles), and simultaneously, pedestrians walk amongst it all. Improving the Border Area Taxi Stand to provide shade, a place to sit and a trash container while members of the public wait to use the taxi services would be in the public's interest given the extreme heat in our area.

C. **Use of the Taxi Stand**

1. **Parking Privilege.** The designation of a taxi stand is a type of parking privilege. (See § 26:186. Taxicab stands, 9A McQuillin Mun. Corp. § 26:186 (3d ed.) "*It is in the nature of a special parking privilege.*") The Border Area Taxi Stand was designated under San Luis City Code § 10.15.060(A)(5), which authorizes the Chief of Police, with the concurrence of the City Engineer, the Public Works Director, and the Fire Chief to restrict parking to where a person may only park or stand a vehicle which displays a permit issued by the City. San Luis City Code § 5.15.090 created a

Border Area Taxi Vehicle Permit, which allows those with the permit to use the Border Area Taxi Stand.

2. **No Property Right.** It is a long-established principle of law that “[n]o one has any vested or natural right to use the streets for. . . a business for private gain.” (See *Yellow Cab Taxi Service v. City of Twin Falls*, 68 Idaho 145, 190 P.2d 681 (1948), citing cases from Texas, California, Washington, Maine, and Florida as well as the legal treatise, *McQuillin on Municipal Corporations*). No property right is conferred in using a taxi stand because a permit for a taxi stand may be revoked at any time for public safety, health, or welfare reasons.


D. Anti-Gift Clause Not Implicated

The Anti-Gift Clause is found in Article IX § 7 of the Arizona Constitution. It prohibits cities from giving or loaning their credit to any person or private entity. City improving its own right of way in the public interest and not transferring any property rights to the Border Area Taxi Permit holders does not implicate the prohibitions of the Anti-Gift Clause.

IV. CONCLUSION

If the City Council is inclined to pursue improving the Border Area Taxi Stand, the only area that needs to be addressed is whether it fits into any of the budgeted items for this fiscal year or whether the city can find a source to donate appropriately sturdy and safe shades, benches and trash receptacles.

San Luis City Attorney



Kay Marion Macuil



## AGENDA ITEM REVIEW FORM

### Work Session

2. D.

**Meeting Date:** 10/06/2021

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

**Submitted By:** Michelle Boucher, Administrative Coordinator, Police Department

**Action Requested:** Discussion Item - No Action to be Taken

---

### ITEM:

Discussion and possible directions to staff on any and all matters regarding authorization to purchase new body-worn cameras with associated warranty and equipment using Fiscal Year 2022 Capital Project Budgeted funds. **(Richard Jessup, Chief of Police)**

### SUMMARY:

The San Luis Police Department is seeking approval for the purchase of 55 body-worn cameras. The funds for the purchase of these body-worn cameras were approved as a Fiscal Year 2022 Capital Project; \$330,940.00 was allocated for the purchase.

The body-worn cameras, additional required equipment, data storage and warranties will be purchased from Axon. The Axon Body 3 camera can act on real-time information with new Axon Aware technology. With features like live maps, real-time alerts and live streaming, it is a connected experience that improves officer safety and will expand over time. The camera will capture better evidence with improved low-light performance, reduced motion blur during playback, and advanced audio that reduces wind noise and records from multiple microphones. The purchase will also include a license to Evidence.com for the data storage. The cloud-based system will allow storage of all cameras and recording data.

The purchase contract with Axon will be for a term of five (5) years, to be paid upfront for the whole term. In selecting the upfront payment terms, the city will be saving \$75,145.89 over the five (5) years. The total amount for the purchase of the cameras required equipment, data storage, warranties and tax is \$300,520.01. The budgeted amount for the purchase is \$330,940.00, which will leave a remaining balance of \$30,419.99. At the end of the five-year term, the contract will be reviewed and renegotiated based on needs and new technology at that time.

### RECOMMENDATION / SUGGESTED MOTION:

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

---

### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$300,520.01
<b>BUDGETED AMOUNT:</b>	\$330,940.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** 100-999-90020 Capital Outlay  
Off/ Comp Othr \$330,940.00

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

The total amount for the purchase of the cameras, required equipment, data storage, warranties and tax is \$300,520.01. The budgeted amount for the purchase is \$330,940.00 from account number 100-999-90020.

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**Attachments**

Quote

Sole Source Letter

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**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-329137-44424.810TR

Issued: 08/16/2021

Quote Expiration:

EST Contract Start Date: 09/01/2021

Account Number: 122134

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery-1030 E UNION ST 1030 E UNION ST SAN LUIS, AZ 85349 USA	San Luis Police Dept. - AZ PO Box 3720 San Luis, AZ 85349-3720 USA Email: miguel@borderfitness.com

SALES REPRESENTATIVE	PRIMARY CONTACT
Thom Ruseva-Mahan Phone: +1 4804148450 Email: tmahan@axon.com Fax: +1 4809993359	Miguel Alvarez Phone: (928) 271-7256 Email: malvarez@sanluisaz.gov Fax: (928) 341-2477

Program Length	60 Months
<b>TOTAL COST</b>	\$281,488.00
<b>ESTIMATED TOTAL W/ TAX</b>	\$281,488.00

Bundle Savings	\$66,523.80
Additional Savings	\$2,379.00
<b>TOTAL SAVINGS</b>	\$68,902.80

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Upfront	Sep, 2021	\$281,488.00

Quote Details

## Bundle Summary

Item	Description	QTY
AB3C	AB3 Camera Bundle	47
BWCamTAP	Body Worn Camera TAP Bundle	47
AB31BD	AB3 1-Bay Dock Bundle	47
AB3MBD	AB3 Multi Bay Dock Bundle	1
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	47
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1
ProLicense	Pro License Bundle	6
BasicLicense	Basic License Bundle	43
DynamicBundle	Dynamic Bundle	1
AB3C	AB3 Camera Bundle	1
BWCamTAP	Body Worn Camera TAP Bundle	1

## Individual Items USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	73680	RESPOND DEVICE PLUS LICENSE	47	\$1,140.00	0.00%	\$5,739.49	\$1,140.00	\$53,580.00

## Bundle: AB3 Camera Bundle    Quantity: 47    Start: 9/1/2021    End: 8/31/2026    Total: 32853 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10	47	\$699.00	0.00%	\$2,644.67	\$699.00	\$32,853.00
Spare Camera	73202	AXON BODY 3 - NA10	1	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Camera Mount	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	47	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	47	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Spare Mounts	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	5	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Spare USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	5	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

## Bundle: Body Worn Camera TAP Bundle    Quantity: 47    Start: 9/1/2021    End: 8/31/2026    Total: 78960 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	47	\$513.02	26.73%	\$1,941.00	\$513.02	\$24,111.87
Camera Refresh 1 with	73309	AXON CAMERA REFRESH ONE	48	\$553.17	26.73%	\$2,137.4	\$553.17	\$26,552.11

Spares						5		
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	48	\$578.81	26.73%	\$2,236.53	\$578.81	\$27,783.00
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1	\$513.02	26.73%	\$41.30	\$513.02	\$513.02

<b>Bundle: AB3 1-Bay Dock Bundle    Quantity: 47    Start: 9/1/2021    End: 8/31/2026    Total: 9400 USD</b>								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
1-Bay Dock	74211	AXON BODY 3 - 1 BAY DOCK	47	\$200.00	0.00%	\$756.70	\$200.00	\$9,400.00
1-Bay Power Cord	71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK	47	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

<b>Bundle: AB3 Multi Bay Dock Bundle    Quantity: 1    Start: 9/1/2021    End: 8/31/2026    Total: 1495 USD</b>								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Dock	74210	AXON BODY 3 - 8 BAY DOCK	1	\$1,495.00	0.00%	\$120.35	\$1,495.00	\$1,495.00
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

<b>Bundle: Body Worn Camera Single-Bay Dock TAP Bundle    Quantity: 47    Start: 9/1/2021    End: 8/31/2026    Total: 25380 USD</b>								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Dock Warranty	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	47	\$143.71	56.45%	\$543.72	\$143.71	\$6,754.35
Single-bay Dock Refresh 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	47	\$193.79	56.45%	\$733.21	\$193.79	\$9,108.15
Single-bay Dock Refresh 2	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	47	\$202.50	56.45%	\$766.15	\$202.50	\$9,517.50

<b>Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle    Quantity: 1    Start: 9/1/2021    End: 8/31/2026    Total: 1770 USD</b>								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	\$489.62	61.14%	\$39.42	\$489.62	\$489.62
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	\$625.62	61.14%	\$50.36	\$625.62	\$625.62
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	\$654.76	61.14%	\$52.71	\$654.76	\$654.76

<b>Bundle: Pro License Bundle    Quantity: 6    Start: 9/1/2021    End: 8/31/2026    Total: 14040 USD</b>								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	6	\$2,270.15	2.99%	\$1,459.07	\$2,270.15	\$13,620.90
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	18	\$23.28	2.99%	\$44.89	\$23.28	\$419.10

<b>Bundle: Basic License Bundle    Quantity: 43    Start: 9/1/2021    End: 8/31/2026    Total: 38700 USD</b>								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
E.com License	73840	EVIDENCE.COM BASIC LICENSE	43	\$876.62	2.60%	\$4,037.87	\$876.62	\$37,694.81
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	43	\$23.38	2.60%	\$107.68	\$23.38	\$1,005.19

<b>Bundle: Dynamic Bundle    Quantity: 1    Start: 9/1/2021    End: 8/31/2026    Total: 25310 USD</b>								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	85144	AXON STARTER	1	\$2,750.00	0.00%	\$0.00	\$2,750.00	\$2,750.00
Other	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	940	\$24.00	0.00%	\$2,416.63	\$24.00	\$22,560.00

<b>Bundle: AB3 Camera Bundle    Quantity: 1    Start: 9/1/2021    End: 8/31/2026    Total: 0 USD</b>								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10	1	\$699.00	100.00%	\$0.00	\$0.00	\$0.00
Camera Mount	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	1	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	1	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

<b>Bundle: Body Worn Camera TAP Bundle    Quantity: 1    Start: 9/1/2021    End: 8/31/2026    Total: 0 USD</b>								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1	\$523.93	100.00%	\$0.00	\$0.00	\$0.00
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	1	\$564.94	100.00%	\$0.00	\$0.00	\$0.00
Camera Refresh 2 with	73310	AXON CAMERA REFRESH TWO	1	\$591.13	100.00%	\$0.00	\$0.00	\$0.00

Spares									
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**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

# Standard Terms and Conditions

## Axon Enterprise Inc. Sales Terms and Conditions

### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

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Date Signed

8/16/2021



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

AXON.COM

2/10/2021

**To:** *San Luis Police Department*

**Re:** **Sole Source Letter for Axon Enterprise, Inc.'s TASER Conducted Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

### TASER CEW Descriptions



#### TASER 7 CEW

- Multiple-shot CEW
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

#### TASER 7 CQ CEW

- Multiple-shot CEW for agencies that deploy CEWs mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services



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SCOTTSDALE, ARIZONA 85255

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- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

### **X2 CEW**

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERS (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

### **X26P CEW**

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with



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SCOTTSDALE, ARIZONA 85255

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an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.

- Compatible with TASER standard series cartridges

#### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

### **TASER Brand CEW Model Numbers**

1. Conducted Energy Weapons (CEWs):
  - TASER 7 Models: 20008, 20009, 20010, and 20011
  - TASER 7 CQ Models 20213, 20214
  - 
  - TASER X2 Models: 22002 and 22003
  - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
  - TASER 7 – 4-year extended warranty, item number 20040
  - X2 – 4-year extended warranty, item number 22014
  - X26P – 2-year extended warranty, item number 11008
  - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this CEW to function in the probe deployment mode)
  - Standoff cartridge, 3.5 degrees, Model 20012
  - Close Quarter cartridge, 12 degrees, Model 20013
4. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
  - 15-foot Model: 34200
  - 21-foot Model: 44200
  - 21-foot non-conductive Model: 44205
  - 25-foot Model: 44203
  - 35-foot Model: 44206
5. TASER Smart cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
  - 15-foot Model: 22150
  - 25-foot Model: 22151
  - 25-foot inert simulation Model: 22155
  - 25-foot non-conductive Model: 22157
  - 35-foot Model: 22152
6. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible



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SCOTTSDALE, ARIZONA 85255

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- with both the X26P and X2 CEWs.
  - TASER CAM HD replacement battery Model: 26764
  - TASER CAM HD Download Kit Model: 26762
  - TASER CAM HD optional 4-year extended warranty, item number 26763
- 7. Power Modules (Battery Packs) for TASER 7 CEWs:
  - Tactical battery pack Model 22018
  - Compact battery pack Model 22019
- 8. Battery Packs for X26P and X2 CEWs:
  - Performance Power Magazine (PPM) Model: 22010
  - Tactical Performance Power Magazine (TPPM) Model: 22012
  - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
  - eXtended Performance Power Magazine (XPPM) Model: 11010
  - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
  - Axon Signal Performance Power Magazine (SPPM) Model: 70116
- 9. TASER 7 Dock:
  - TASER 7 Dock Core and Multi-bay Module: 74200
- 10. TASER Dataport Download Kits:
  - Dataport Download Kit for the X2 and X26P Model: 22013
- 11. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
- 12. CEW Holsters:
  - Right-hand TASER 7 holster by Safariland Model: 20063
  - Left-hand TASER 7 holster by Safariland Model: 20068
  - Right-hand X2 holster by BLACKHAWK Model: 22501
  - Left-hand X2 holster by BLACKHAWK Model: 22504
  - Right-hand X26P holster by BLACKHAWK Model: 11501
  - Left-hand X26P holster by BLACKHAWK Model: 11504
- 13. TASER Simulation Suit II Model 44550
- 14. TASER 7 conductive target Model: 80087
- 15. Blue X26P Demonstrator/LASER Pointer Model: 11023

## **Axon Digital Evidence Solution Description**

### **Axon Body 3 Video Camera (DVR)**

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability



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- “Find my camera” feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

#### **Axon Flex 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

#### **Axon Flex 2 Controller**

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

#### **Axon Air System**

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

#### **Axon Body 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

#### **Axon Fleet 2 Camera**



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- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

#### **Axon Signal Unit (ASU)**

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

#### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

#### **Axon Signal Sidearm Sensor**

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

#### **Axon Interview Solution**

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence



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- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

#### **Axon Signal Technology**

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

#### **Axon Dock**

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

#### **Axon Evidence Data Management System**

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and



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- funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

#### **Axon Evidence for Prosecutors**

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

#### **Axon Capture Application**

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

#### **Axon Commander Services**

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

#### **Axon View Application**

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

#### **Axon Records**

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other



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- systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

#### **Axon Standards**

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs



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- Integration with the TASER 7 CEW for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

#### **Axon Professional Services**

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

#### **Axon Support Engineer:**

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

#### **Axon Customer Support**

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



### **Axon Brand Model Numbers**

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
  - Axon Flex 2 Camera (online) Model: 11528
  - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
  - Oakley Flak Jacket Kit Model: 11544
  - Collar Mount Model: 11545
  - Oakley Clip Model: 11554



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- Epaulette Mount Model: 11546
  - Ballcap Mount Model: 11547
  - Ballistic Vest Mount Model: 11555
7. Universal Helmet Mount Model: 11548
  8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
  9. Axon Body 2 Camera Model: 74001
  10. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
    - Z-Bracket, Men's, Axon RapidLock Model: 74018
    - Z-Bracket, Women's Axon RapidLock Model: 74019
    - Magnet, Flexible, Axon RapidLock Model: 74020
    - Magnet, Outerwear, Axon RapidLock Model: 74021
    - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
    - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
    - MOLLE Mount, Single, Axon RapidLock Model: 11507
    - MOLLE Mount, Double, Axon RapidLock Model: 11508
    - Belt Clip Mount, Axon RapidLock Model: 11509
  11. Axon Fleet Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027
  12. Axon Signal Unit Model: 70112
  13. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
    - Axon Signal Performance Power Magazine (SPPM) Model: 70116



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### **Axon Brand Model Numbers**

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  - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
  - Oakley Flak Jacket Kit Model: 11544
  - Collar Mount Model: 11545
  - Oakley Clip Model: 11554
  - Epaulette Mount Model: 11546
  - Ballcap Mount Model: 11547
  - Ballistic Vest Mount Model: 11555
  - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
  - Z-Bracket, Men's, Axon RapidLock Model: 74018
  - Z-Bracket, Women's Axon RapidLock Model: 74019
  - Magnet, Flexible, Axon RapidLock Model: 74020
  - Magnet, Outerwear, Axon RapidLock Model: 74021
  - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
  - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
  - MOLLE Mount, Single, Axon RapidLock Model: 11507
  - MOLLE Mount, Double, Axon RapidLock Model: 11508
  - Belt Clip Mount, Axon RapidLock Model: 11509
9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
10. Axon Fleet 2 Camera
  - Axon Fleet 2 Front Camera: 71079
  - Axon Fleet 2 Front Camera Mount: 71080
  - Axon Fleet 2 Rear Camera: 71081
  - Axon Fleet 2 Rear Camera Controller: 71082
  - Axon Fleet 2 Rear Camera Controller Mount: 71083
  - Axon Fleet Battery System: 74024



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- Axon Fleet Bluetooth Dongle: 74027
11. Axon Signal Unit Model: 70112
  12. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

### Axon Product Packages

1. **Officer Safety Plan:** includes an X2 or X26P CEW, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7** Includes a TASER 7 conducted electrical weapon (CEW), Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, and Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 conducted energy weapon (CEW), Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for CEW program management, annual training cartridges, unlimited duty cartridges and online training content.
5. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
7. **TASER 60:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years.
8. **Unlimited Cartridge Plan:** Allows agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
9. **TASER 60 Unlimited:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.



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<b>SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND CEW PRODUCTS</b>	<b>SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND CEW PRODUCTS</b>
<p><b>Axon Enterprise, Inc.</b>  <b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b>  <b>Phone: 800-978-2737</b>  <b>Fax: 480-991-0791</b></p>	<p><b>Axon Enterprise, Inc.</b>  <b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b>  <b>Phone: 800-978-2737</b>  <b>Fax: 480-991-0791</b></p>

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner  
Chief Revenue Officer  
Axon Enterprise, Inc.

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## AGENDA ITEM REVIEW FORM

### Work Session

2. E.

**Meeting Date:** 10/06/2021  
**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:

Discussion and possible directions to staff regarding the transfer of contingency funds regarding Advanced Call Center Technologies (ACCT) and any and all matters involving unpermitted alterations of the space ACCT leases from the city at the Price Center Building. Discussion may include an update on ACCT, city notifications and actions regarding said unpermitted alterations. Possible directions to staff may include such instructions to staff that City Council deems appropriate and consideration of a transfer of funds from City Council's contingency funds to the City Attorney's Legal and Professional Services budget to cover expenses concerning these matters at the next regular Council Meeting. **(Kay Marion Macuil, City Attorney)**

### SUMMARY:

The City's Building Official and Fire Inspector have been working with ACCT to bring the unpermitted alterations of city-leased space at the Price Center into compliance with building and fire codes, remedy its breach of the city's lease and reverse its violation of the roof warranty, among other things.

Staff will give City Council an update as to the progress made.

Staff needed outside professional legal and engineering assistance to deal with these unexpected multiple issues presented.

### RECOMMENDATION / SUGGESTED MOTION:

**Discussion and possible directions to staff only, no action item.**

### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	To be determined
<b>BUDGETED AMOUNT:</b>	\$13,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	To be determined
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	To be determined
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	

The City Council budgeted \$13,000.00 for legal services. However, \$3,000.00 had to be transferred to State Bar mandatory attorney training for Kay Macuil, City Attorney and Glenn Gimbut, Assistant City Attorney, to maintain their bar licenses. There was a slip-up in the final budget, accidentally leaving zero budgeted for mandatory training purposes.

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## AGENDA ITEM REVIEW FORM

### Work Session

2. F.

**Meeting Date:** 10/06/2021

**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

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding Resolution No. 2196. A resolution of the Mayor and City Council of the City of San Luis, Arizona, specifically ratifying salary adjustments previously approved in the budgets for the fiscal years ending June 30, 2020, 2021 and 2022; superseding conflicting provisions and providing for severability . **(Monica Castro, Director of Finance)**

### SUMMARY:

This Resolution No. 2196 merely makes the record explicitly clear that City Council adopted salary adjustments for the fiscal years ending June 30, 2020, 2021 and 2022 as part of the budget process. Recently, staff reviewed the City Council's authorizations for implementing the salary plan over the years and discovered that the authorization was not specified after the fiscal year ending June 30, 2019.

On July 19, 2018, City Council passed Resolution No. 2051-A adopting a salary plan, which stated: "City Council plans to fund this Salary Plan incrementally every year over a period of four years." However, that resolution only formally adopted salary adjustments for the 2018-2019 fiscal year. At that time, it was not possible to budget for all four years since the revenue and expenditures must be analyzed yearly as to the dollar amount of each incremental salary adjustment.

On a related matter, Resolution No. 2196 also addresses the use of both the terms "calendar year" and "fiscal year" in the vacation buy-back program clarifying that the program is to be implemented on a fiscal-year basis.

### RECOMMENDATION / SUGGESTED MOTION:

**Discussion and possible directions to staff only, no action item.**

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### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	See fiscal impact stment
<b>BUDGETED AMOUNT:</b>	See fiscal impact stmt
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	See fiscal impact statement

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** See fiscal impact  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

The above fiscal impact is for the current July 1, 2021, to June 30, 2021, fiscal year only. The prior fiscal year salary adjustments for the contracted employees were budgeted in the prior fiscal years and have no impact on this year.

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**Attachments**

Resolution No. 2196  
Res 2051-A (July 9, 2018)

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# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**No. 2196**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, SPECIFICALLY RATIFYING AND APPROVING SALARY ADJUSTMENTS PREVIOUSLY APPROVED IN THE BUDGETS FOR THE FISCAL YEARS ENDING JUNE 30, 2020, 2021 AND 2022; SUPERSEDING CONFLICTING PROVISIONS AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, the City Council's legal authority to ratify the yearly salary adjustments derives from A.R.S. § 9-274(A)(2), San Luis City Code § 2.15.00 and Resolution No. 750, Personnel Policies HR-3-02(A) and (B); and

**WHEREAS**, through Resolution No. 2051-A, on July 9, 2018, the San Luis City Council approved a salary plan for the classified service and amended the contracts of contracted employees and partially implemented the salary plan due to budgetary constraints; and

**WHEREAS**, as stated in Resolution No. 2051-A, City Council planned to implement the salary plan incrementally over four years; and

**WHEREAS**, staff reviewed City Council's authorizations over these four fiscal years and found the budgets approved of salary adjustment expenditures, but after the fiscal year ending June 30, 2019, did not explicitly approve the salary adjustments incrementally implementing the salary plan; and

**WHEREAS**, this Resolution No. 2196 makes the record clear that City Council explicitly ratifies the salary adjustments since June 30, 2019, implementing the salary plan approved by Resolution No. 2051-A; and

**WHEREAS**, the city desires to ratify and approve the inclusion of the contracted employees in the salary adjustments from July 1, 2019, through the end of this fiscal year, June 30, 2022; and

**WHEREAS**, the vacation buy-back program and policy refer to both "fiscal year" and "calendar year." The city desires to clarify its intention that the policy be implemented on a fiscal-year basis.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of San

Luis, Arizona:

**Section 1:** City Council finds that all matters stated above are true and correct and are incorporated by this reference into this Resolution No. 2196.

**Section 2:** City Council ratifies and approves applying the budgeted salary adjustments for classified employees and contracted employees from July 1, 2019, through June 30, 2022, to implement the Salary Plan adopted by Resolution No. 2051-A.

**Section 3:** City Council amends the contracts (also known as employment agreements) of the city’s contracted employees to conform with the above Section 2 of this resolution.

**Section 4:** The vacation buy-back program is a program contingent on availability of funds. City Council reaffirms that the vacation buy back program continues to pay out 20 hours of unused vacation rather than 40 hours pending further decision of City Council.

**Section 5:** The vacation buy-back program shall be implemented on a fiscal-year basis. Any reference in the vacation buy-back program or policy to a calendar year is hereby repealed.

**Section 6:** If a conflict arises between the provisions of this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this resolution shall govern.

**Section 7:** If any section, subsection, sentence, clause phrase, or a portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this resolution.

**PASSED, ADOPTED, RATIFIED and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this \_\_\_\_ day of October 2021.

\_\_\_\_\_  
Gerardo Sanchez, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Marion Macuil, City Attorney



**WHEN RECORDED MAIL TO:**

**CITY OF SAN LUIS  
ATTN: CITY CLERK  
P.O. BOX 1170  
SAN LUIS, ARIZONA 85349**

The above area is to be reserved for recording information

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**CAPTION HEADING:**

**Resolution No. 2051-A**

Declaring public records; adopting a Salary Plan; directing staff to implement the Salary Plan within 2018-2019 salary allocation; declaring an emergency



# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2051-A

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, DECLARING PUBLIC RECORDS; ADOPTING A SALARY PLAN; DIRECTING STAFF TO IMPLEMENT THE SALARY PLAN WITHIN THE 2018-2019 SALARY ALLOCATION; SUPERSEDING ANY CONFLICTING PROVISIONS OF EXISTING REGULATIONS, POLICIES OR PROCEDURES; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS, the legal authority to adopt a salary plan** derives from A.R.S. § 9-303, the San Luis City Code §31.20(5)(e) and Resolution No. 750, Personnel Policies of 2008, §HR3-02(A).

**WHEREAS, the City of San Luis is in need of a new salary plan** because the city has been experiencing turn over in many of its positions often due to lower than market salaries and the current Salary Plan has not been addressed as a whole since 2006;

**WHEREAS, City Council prioritized salaries and benefits in the 2018-2019 budget** including opting to have the City pay the health benefit increases rather than burden the employees with health benefits increases.

**WHEREAS, the studies for the basis of this Salary Plan** are the "Classification Study and Final Report" by CPS HR Consulting adopted by Resolution No. 1196 on June 7, 2017 (referred to as "Classification Study") and "City of San Luis, Arizona Total Compensation Report" by CPS HR Consulting of July 3, 2018 (referred to as "Compensation Report") which together serve as guides to the region's market for salaries and benefits for the classified service of the City of San Luis;

**WHEREAS, the city has legal and practical budgetary constraints** in its ability to spend on salaries and benefits including but not limited to:

1. the city's duty to spend on public purposes in providing services to the residents of San Luis,

2. Some of the city's revenue is restricted to purposes such as state Highway Users Revenue Fund for roads and Development Fees for statutory purposes related to the impacts of development,
3. Arizona Constitution Article IX §20 and A.R.S. §42-17106 place limitations on city expenditures and
4. A.R.S. Title 42, Chapter 17, Article 3 requires cities to have a balanced budget every year so that expenses do not exceed available revenues.

**WHEREAS, there are insufficient funds to implement this Salary Plan** during the 2018-2019 fiscal year;

**WHEREAS, staff analyzed each position to allocate the available funds** for the approximately 277 positions;

**WHEREAS, City Council finds that it is necessary to implement only partially the Salary Plan the fiscal year 2018-2019;**

**WHEREAS, City Council finds that additional steps are necessary to allocate the available funds fairly** because there will be increases in salary and benefits based on the Salary Plan other increases under the Personnel Policy or by administrative practice are suspended in this resolution.

**WHEREAS,** City Council plans to fund this Salary Plan incrementally every year over a period of four years.

**THEREFORE BE IT RESOLVED** by the Mayor and Council of the City of San Luis:

**Declaring Public Records**

**Section 1.** The documents entitled:

- a. Classification Study and Final Report approved by Resolution No. 1196 ("Classification Study" Exhibit A),
- b. City of San Luis, Arizona Total Compensation Report ("Compensation Report" Exhibit B),
- c. 2018-2019 Salary Allocations (Exhibit C),
- d. Skill Pay Schedule (Exhibit D),
- e. Salary Classifications and Pay Grade (Exhibit E),

f. Salary Classifications and Pay Grade for the Safety Group (Exhibit F) and

g. Salary Pay Grade Schedule (Exhibit G),

three (3) copies of which are on file in the Office of the City Clerk of the City of San Luis, Arizona, are declared to be public records; and the copies shall remain on file with the City Clerk's office and shall be available for public examination and reproduction upon request.

### **Adoption of Salary Plan and Related Documents Adopted**

**Section 2.** The City Council approves and adopts as guides and basis for the 2018 Salary Plan adopted by this resolution:

- a. the Classification Study and Final Report approved by Resolution No. 1196 ("Classification Study" Exhibit A) and
- b. the City of San Luis, Arizona Total Compensation Report ("Compensation Report" Exhibit B)

**Section 3.** City Council amends the 2006 Salary Plan to comport with the changes made by this resolution.

**Section 4.** City Council approves and adopts the 2018 Salary Plan which consists of:

- a. the Skill Pay Schedule (Exhibit D),
- b. the Salary Classifications and Pay Grade (Exhibit E),
- c. the Salary Classifications and Pay Grade for the Safety Group (Exhibit F),
- d. the Salary Pay Grade Schedule (Exhibit G), and
- e. this resolution.

**Section 5.** To stay within legal expenditure limits as passed in the 2018-2019 fiscal year budget Resolution No. 2046, City Council approves and adopts the 2018-2019 Salary Allocations (Exhibit C).

**Section 6.** The Salary Plan and the measures below for the fiscal year 2018-2019 apply to the classified service and amends the contracts of contracted employees. As to contracted employee, any adjustments made by the implementation of the Salary Plan shall be considered a "cost of living" adjustment to compensation.

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**Measures to Implement the Salary Plan to Extent Possible  
under the 2018-2019 Salary Allocation**

**Section 7.** City Council directs staff to take all steps to implement the Salary Plan within the 2018-2019 Salary Allocations in Exhibit (C).

**Section 8.** City Council directs that staff apply the pay schedule for years in the position and not years of service.

**Section 9.** City Council directs that staff stay within the 2018-2019 Allocation of Salary Summary calculation in paying any state or federal minimum salaries increases during the fiscal year 2018-2019.

**Section 10.** City Council suspends all increases under Resolution 570, Personnel Policies of 2008 except Skills Pay (§ HR3-02(B)(1) and except the City Manager may correct inequities upon the promotion of an employee (§ HR3-03(B)(2)).

**Section 11.** City Council suspends the practice of increases for successful completion of probation for those employees who begin probation on or after the effective date of this resolution.

**Section 12.** The vacation buy back program is a program contingent on availability of funds. City Council reduces the vacation buy back program from 40 hours of unused vacation pay to 20 hours of unused vacation pending further decision of City Council.

**Providing for Severability, Superseding Conflicting Provisions,  
Declaring an Emergency; and Establishing an Effective Date**

**Section 13.** If any section, subsection, sentence, clause phrase, or a portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution.

**Section 14.** If a conflict arises between the provisions of this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this resolution shall govern. It is the specific legislative intent of the City of San Luis, that the 2018 Salary Plan and the salary administration regulations, policies and plans of the City of San Luis are amended, superseded so the actions and plans authorized by this resolution may be implemented. This resolution is a non-appealable final legislative decision and action of the City Council of the City of San Luis.

**Section 15.** To maintain stable operations and sound financial structure of the City of San Luis; 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, and this resolution shall become immediately operative and in force from and after August 4, 2018.

**Section 16.** This resolution shall become operative and in force and effect on and after August 4, 2018.

**Section 17.** This resolution shall be posted immediately upon passage.

**Section 18.** The appropriate City officials are authorized and directed to take any actions as may be necessary to effectuate this resolution.

**PASSED, APPROVED and ADOPTED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this 9<sup>th</sup> day of July 2018.



Gerardo Sanchez, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kay Marion Macuil, City Attorney