



## NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 7:00 p.m., Wednesday, March 23, 2022. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. 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 JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 7:00 p.m., el día Miercoles, 23 de Marzo del 2022. 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 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



## **AMENDED AGENDA 3/22/2022**

**AGENDA  
Regular Meeting  
San Luis City Council  
San Luis Council Chambers  
1090 E. Union Street  
San Luis, AZ 85349  
March 23, 2022  
7:00 p.m.**

For the safety of the public during the COVID-19 pandemic, members of the public may attend the City Council's Regular Meeting of March 23, 2022 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. Call to the Public will only be available to those attending the meeting in person.

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 Junta Regular del Cabildo del 23 de Marzo del 2022, 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. Llamado al Público estara disponible solo a quienes asistan a la junta en persona.

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. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION**

**4. PROCLAMATIONS**

4. A. - Cesar Chavez Day March 31, 2022

4. B. - National Library Week April 3 - 9, 2022

4. C. - National Public Safety Telecommunicators Week April 10 - 16, 2022

4. D. - Autism Awareness Month April 2022

4. E. - Child Abuse Prevention Month April 2022

4. F. - National Fair Housing Law of 1968 Month April 2022

4. G. - Records and Information Management Month April 2022

4. H. - Sexual Assault Awareness Month April 2022

**5. CONSENT AGENDA**

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

**5. A. MINUTES OF**

- Work Session meeting held March 2, 2022
- Regular Council meeting held March 9, 2022

**5. B. Disbursements from March 1, 2022 to March 14, 2022**

Total Disbursements \$804,015.01  
(Eight Hundred Four Thousand, Fifteen Dollars and One Cent)

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

**6. A.** Discussion and possible action on any and all matters regarding creating an improvement district or districts to issue bonds to pay for needed infrastructure for the growth in the east part of San Luis. **(Mark Reader, Managing Director of Stifel, Nicolaus & Company)**

**6. B.** Discussion and possible action on any and all matters regarding the Intergovernmental Agreement between the City of San Luis and Town of Wellton for Community Development Block Grant Administrative Services. **(Jenny Torres, Economic Development Manager)**

- 6. C.** Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License Application to the Arizona Department of Liquor Licenses and Control to authorize the San Luis FRONTERA Rotary Club to sell alcohol during the 2022 Arte en la Calle event to be held Saturday, March 26, 2022. **(Marcos Ramirez, Secretary for San Luis FRONTERA Rotary Club)**
- A. Open Public Hearing
    - 1. Staff and/or applicant presentation
    - 2. Call to the Public on this item
  - B. Close Public Hearing
  - C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control
- 6. D.** Discussion and possible action on any and all matters regarding the selection of a proposal from a consulting agency to assist with the recruitment of a City Manager. **(Lizandro Galaviz, Acting City Manager)**
- 6. E.** Discussion and possible action on any and all matters regarding the location of the Budget Retreat for Fiscal Year 2022-2023. **(Council Member Luis Cabrera, Council Member Jose Ponce and Council Gloria Torres)**
- 6. F.** Discussion and possible action on any and all matters regarding the approval and adoption of Order No. 2022-04. An order of the Mayor and City Council of the City of San Luis, Arizona to authorize the City of San Luis Police Department to receive funding for overtime and mileage by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Operation Stonegarden Grant Program Award; Overtime and Mileage between the State of Arizona through the Arizona Department of Homeland Security and the City of San Luis, Arizona through the San Luis Police Department. **(Richard Jessup, Chief of Police)**
- 6. G.** Discussion and possible action on any and all matters regarding Order No. 2022-05. An order of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an intergovernmental agreement with the Greater Yuma Port Authority regarding infrastructure improvement. **(Kay Marion Macuil, City Attorney)**
- 6. H.** Discussion and possible action on any and all matters regarding Resolution No. 2211. A resolution of the Mayor and City Council of the City of San Luis, authorizing the submission of an application to the United States Department of Interior, Bureau of Land Management to renew lease AZA- 28915 - The Recreation and Public Purposes Lease of November 19, 1997, and subsequent amendments for a San Luis City Hall Complex. **(Jose A. Guzman, Director of Planning & Zoning)**
- A. Presentation by staff
  - B. Action on Resolution No. 2211

6. I. Public Hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2022-0085 and Ordinance No. 424. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, rezoning a parcel 2.9 acres from Community Commercial (C-2) to High-Density Residential (R-3). Assessor's Parcel 777-61-165, located on the northeast corner of Avenue F and County 24th Street in San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

- A. Open public hearing
  - 1. Staff presentation
  - 2. Call to the public on this item
- B. Close public hearing
- C. Action on Ordinance No. 424

6. J. Discussion and possible action on any and all matters regarding the purchase of new traffic signal materials and equipment for the Highway Uses Division for emergency signal repairs and upgrades on multiple road intersections of Main Street. **(Eulogio Vera, Director of Public Works)**

6. K. Discussion and possible action on any all matters regarding authorization to reallocate FY 2022 budget capacity to projects requested in FY 2023 Budget, to use NON ARPA funds for projects in the ARPA list and to waive the procurement code as allowed under San Luis Purchasing Code Section 3.05.010 (F) for purchases exceeding the \$45,000 threshold. **(Monica Castro, Director of Finance)**

7. **SUMMARY OF CURRENT EVENTS**

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

8. **CALL TO THE PUBLIC**

This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01 (H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.

9. **ADJOURNMENT**



# PROCLAMATION

**Regular City Council Meeting**

**4. A.**

Meeting Date: 03/23/2022

---

Title:

- Cesar Chavez Day March 31, 2022

---

Attachments

Proclamation

---



# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**CESAR CHAVEZ DAY**  
**March 31, 2022**

**WHEREAS**, Cesar Estrada Chavez, a native Arizonan born on March 31, 1927, is celebrated as one of America's great Latino American civil rights activists; and

**WHEREAS**, he was committed to organizing farmworkers to advocate for safe and fair working conditions, reasonable wages, decent housing and the elimination of child labor; and

**WHEREAS**, Cesar Chavez and the Latino Community worked together in the struggle for justice to defend the poor and return dignity, respect and hope to workers; and

**WHEREAS**, his non-violent approach to social injustice made him an exemplary role model for union members nationwide and resulted in improving the lives of many Americans; and

**WHEREAS**, the life and service of Cesar Chavez continue to inspire us all to seek progress and justice by peaceful means; and

**WHEREAS**, Cesar Chavez peacefully passed away in his sleep on April 23, 1993, in San Luis, marking an era of dramatic changes in American agriculture.

**NOW, THEREFORE, BE IT RESOLVED**, that, I, Gerardo Sanchez, Mayor of the City of San Luis, hereby proclaim March 31<sup>st</sup> as "**Cesar Chavez Day**" in San Luis and urge all citizens to participate in this important and historic event.

**DATED** this 23<sup>rd</sup> day of March 2022.

---

Gerardo Sanchez, Mayor

**ATTEST:**

---

Sonia Cornelio, City Clerk



# PROCLAMATION

**Regular City Council Meeting**

**4. B.**

Meeting Date: 03/23/2022

---

Title:

- National Library Week April 3 - 9, 2022

---

Attachments

Proclamation

---



# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**NATIONAL LIBRARY WEEK**  
**April 3 - 9, 2022**

**WHEREAS**, libraries connect people to technology, providing access to broadband internet, computers and training that are critical for accessing education and employment opportunities;

**WHEREAS**, today's libraries and their services extend far beyond the four walls of a building and everyone is welcome to use their resources;

**WHEREAS**, in times of crisis, libraries and library professionals play an invaluable role in supporting their communities both in person and virtually;

**WHEREAS**, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

**WHEREAS**, to adapt to our changing world, libraries are expanding their resources and continuing to meet the needs of their patrons;

**NOW, THEREFORE, BE IT RESOLVED**, that, I, Gerardo Sanchez, Mayor of the City of San Luis, hereby proclaim **National Library Week, April 3 - 9, 2022**. During this week, I encourage all residents to connect with their library by visiting online or in person to access resources and services.

**DATED** this 23<sup>rd</sup> day of March 2022.

---

Gerardo Sanchez, Mayor

**ATTEST:**

---

Sonia Cornelio, City Clerk



# PROCLAMATION

**Regular City Council Meeting**

**4. C.**

Meeting Date: 03/23/2022

---

Title:

- National Public Safety Telecommunicators Week April 10 - 16, 2022

---

Attachments

Proclamation

---



# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## **NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK April 10 - 16, 2022**

**WHEREAS**, emergencies can occur at any time that require police, fire or emergency medical services; and

**WHEREAS**, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

**WHEREAS**, the safety of our police officers and firefighters is dependant upon the quality and accuracy of information obtained from citizens who telephone the City of San Luis Police Department communications center; and

**WHEREAS**, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

**WHEREAS**, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and

**WHEREAS**, Public Safety Telecommunicators of the City of San Luis Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

**WHEREAS**, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

**NOW, THEREFORE BE IT RESOLVED**, that, I, Gerardo Sanchez, Mayor of the City of San Luis Arizona do hereby proclaim the week of April 10 through 16, 2022 to be National Public-Safety Telecommunicators Week in San Luis, Arizona, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

**DATED**, this \_\_\_\_ day of March, 2022.

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

**ATTEST:**

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



# PROCLAMATION

**Regular City Council Meeting**

**4. D.**

Meeting Date: 03/23/2022

---

Title:

- Autism Awareness Month April 2022

---

Attachments

Proclamation

---



# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## **AUTISM AWARENESS MONTH April 2022**

**WHEREAS**, autism spectrum disorders are a broad range of conditions characterized by challenges with social skills, repetitive behaviors and speech and nonverbal communication; and

**WHEREAS**, autism spectrum disorders affect at least 1 in 68 children and an unknown number of adults in the United States of all genders, races, ethnicities and socioeconomic backgrounds; and

**WHEREAS**, early, accurate diagnosis and appropriate education, intervention and therapy are vital to the well-being of those with autism spectrum disorders; and

**WHEREAS**, persons with an autism spectrum disorder should have access to the care, services and opportunities they need to be happy and to achieve their greatest potential; and

**WHEREAS**, the City of San Luis is honored to take part in the annual observance of World Autism Awareness Month, in the hope that it will lead to more research and a better understanding and acceptance of autism spectrum disorder.

**NOW, THEREFORE, BE IT RESOLVED**, that, I, Gerardo Sanchez, Mayor of the City of San Luis, do hereby proclaim April 2022 as “**Autism Awareness Month**” and encourage all citizens to raise public awareness and understanding of autism spectrum disorder, as well as to increase knowledge of the efforts that have been and are being made to support individuals with autism spectrum disorder and their families.

**DATED** this 23<sup>rd</sup> day of March 2022.

---

Gerardo Sanchez, Mayor

**ATTEST:**

---

Sonia Cornelio, City Clerk



# PROCLAMATION

**Regular City Council Meeting**

**4. E.**

Meeting Date: 03/23/2022

---

Title:

- Child Abuse Prevention Month April 2022

---

Attachments

Proclamation

---



OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

# *Proclamation*

## CHILD ABUSE PREVENTION MONTH

### April 2022

**WHEREAS**, every child is entitled to love, care, security and protection from abuse, exploitation and neglect; and

**WHEREAS**, a report of child abuse is made every ten seconds in the United States; and

**WHEREAS**, child abuse and neglect is an important societal concern that may affect the long-term health and well-being of not only the children, but also the adults they become; and

**WHEREAS**, safe, stable and nurturing relationships and communities can break the cycle of abuse and maltreatment; and

**WHEREAS**, effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare, education, health, community and faith organizations, businesses and law enforcement; and

**WHEREAS**, everyone has a stake in ensuring that children have access to the resources and supports their need to be safe, healthy and successful; and

**WHEREAS**, suspected child abuse or neglect must immediately be reported to Arizona's Statewide Child Abuse Hotline or law enforcement; and

**WHEREAS**, prevention of abuse and neglect remains Arizona's goal for our children and families;

**NOW, THEREFORE, BE IT RESOLVED** that I, Gerardo Sanchez, Mayor of the City of San Luis, do hereby proclaim April 2022 as "**Child Abuse Prevention Month**" and I further call upon the citizens of San Luis to participate in efforts to protect children, strengthen families and prevent child abuse and neglect.

**DATED** this 23<sup>rd</sup> day of March 2022.

---

Gerardo Sanchez, Mayor

**ATTEST:**

---

Sonia Cornelio, City Clerk



# PROCLAMATION

**Regular City Council Meeting**

**4. F.**

Meeting Date: 03/23/2022

---

Title:

- National Fair Housing Law of 1968 Month April 2022

---

Attachments

Proclamation

---



# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## **NATIONAL FAIR HOUSING LAW OF 1968 MONTH April 2022**

**WHEREAS**, The National Fair Housing Law of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for construction of housing or in the provision of brokerage services on the basis of race, color, religion, sex, disability, familial status or national origin; and

**WHEREAS**, the 1968 and 1988 Federal Fair Housing Acts declare that it is a national policy to ensure equal opportunities in housing; and

**WHEREAS**, April has traditionally been designated as Fair Housing Month in the United States; and

**NOW, THEREFORE, BE IT RESOLVED**, that, I, Gerardo Sanchez, Mayor of the City of San Luis, hereby proclaim April 2022 as “**National Fair Housing Law of 1968 Month**” and the Fair Housing Amendments Act of 1988 for FY 2022 in the City of San Luis and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

**DATED** this 23<sup>rd</sup> day of March 2022.

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

**ATTEST:**

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



# PROCLAMATION

**Regular City Council Meeting**

**4. G.**

Meeting Date: 03/23/2022

---

Title:

- Records and Information Management Month April 2022

---

Attachments

Proclamation

---



# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## RECORDS AND INFORMATION MANAGEMENT MONTH April 2022

**WHEREAS**, Records and Information Management Month was first introduced in 1995 by the Association of Records Managers and Administrators to celebrate the importance of Records and Information Management professionals and to highlight the value they bring to organizations and communities; and

**WHEREAS**, the management of public records, information, and data is critical to every government agency in ensuring compliance and profitability and to every government agency for serving the best interest of those within its jurisdiction; and

**WHEREAS**, technologies are increasing the volume of information, and globalization is expanding the complexity of information, therefore the proper management of information as an asset is essential; and

**WHEREAS**, control and governance of records, information, and data is necessary for the reduction of risk, liability, and associated costs as well for compliance with global standards and practices; and

**WHEREAS**, the City's Records Management Specialist is responsible for the careful management, disposition, and provision of access to public records on behalf of the City of San Luis residents and community members.

**NOW, THEREFORE, BE IT RESOLVED**, that, I, Gerardo Sanchez, Mayor of the City of San Luis, hereby proclaim April 2022 as "**Records and Information Management Month**" in the City of San Luis, Arizona.

**DATED** this 23<sup>rd</sup> day of March 2022.

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

**ATTEST:**

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



# PROCLAMATION

**Regular City Council Meeting**

**4. H.**

Meeting Date: 03/23/2022

---

Title:

- Sexual Assault Awareness Month April 2022

---

Attachments

Proclamation

---



OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

# *Proclamation*

## SEXUAL ASSAULT AWARENESS MONTH

### April 2022

**WHEREAS**, sexual assault, at its core, is a devastating abuse of power - one that affects people of every age, race, sex, gender identity, sexual orientation, national origin, socioeconomic background, and religion; and

**WHEREAS**, rape, sexual assault, and sexual harassment have extensive and widespread physical and mental health implications, including post-traumatic stress disorder, substance abuse, depression, homelessness, eating disorders and suicide; and

**WHEREAS**, 1 in 3 women and 1 in 6 men have experienced sexual violence involving physical contact at some point in their lives; and

**WHEREAS**, the Centers for Disease Control and Prevention found that 43.2% of females and 51.3% of males first experienced victimization prior to age 18; and

**WHEREAS**, 66% of women and 36% of men report knowing their perpetrator and 67% of victims under the age of 18 identified their perpetrator as a family member and 79% said they were currently living with that perpetrator; and

**WHEREAS**, 59% of violent crimes are not reported to law enforcement; and

**WHEREAS**, through prevention education, awareness efforts, a strong continuum of victim services, and holding perpetrators responsible for their actions, we can work together to better address sexual violence and create safer communities for all Arizonans; and

**WHEREAS**, through collaborative efforts, individuals, agencies, organizations, and communities can work together to prevent sexual assault and support victims and survivors.

**NOW, THEREFORE, BE IT RESOLVED**, that, I, Gerardo Sanchez, Mayor of the City of San Luis, do hereby proclaim April 2022 as "**Sexual Assault Awareness Month**" and urges all citizens to support victims when they reach out and disclose abuse.

**DATED** this 23<sup>rd</sup> day of March 2022.

---

Gerardo Sanchez, Mayor

**ATTEST:**

---

Sonia Cornelio, City Clerk



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. A.

Meeting Date: 03/23/2022

---

#### Summary

#### **MINUTES OF**

- Work Session meeting held March 2, 2022
  - Regular Council meeting held March 9, 2022
- 

#### Attachments

3/02/2022 WS

3/9/2022 RCM

---

**MINUTES**  
**Work Session**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**March 2, 2022**  
**6:30 p.m.**

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

Mayor Gerardo Sanchez called the Work Session to order at approximately 6:31 p.m.

**PRESENT:** 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  
Council Member Gloria Torres

**OTHERS PRESENT:** Lizandro Galaviz, Interim City Manager  
Sonia Cornelio, City Clerk  
Kay Marion Macuil, City Attorney  
Domingo Sosa, Graphics and Media Specialist  
Edgar Esparza, Billing & Collections Manager  
Eulogio Vera, Director of Public Works  
Jenny Torres, Economic Development Manager  
Jonathan Dumadag, Senior IT Technician  
Jorge Perez, Assistant Director of Public Works  
Jose Luis Cisneros, Acting Assistant to Council/PIO  
Richard Jessup, Police Chief  
Ruben Lopez, IT Technician

**2. ITEMS FOR DISCUSSION ONLY:**

**2. A. Presentation of the 2021-2022 Mid-Year Report by Ms. Julie Engel, President and CEO of Greater Yuma Economic Development Corporation. (Julie Engel, President and CEO of Greater Yuma Economic Development Corporation)**

Ms. Julie Engel, President and CEO of Greater Yuma Economic Development Corporation, made a PowerPoint presentation on the 2021-2022 Mid-Year Report. The presentation covered the following topics: Leading Industries, Attraction Activity, Business Retention & Expansion, Grants and Studies, and Project Shaping the Future. A copy of this presentation is filed with the complete agenda packet in the City Clerk's Office.

**2. B. Discussion and possible directions to staff on any and all matters regarding the Merrill Avenue Improvements Project. (Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)**

Ms. Jenny Torres, Economic Development Manager, informed that staff is proposing to continue widening Merrill Avenue from Los Oros Street to County 22<sup>nd</sup> Street utilizing Community Development Block Grant (CDGB) funds and local funds and make it a two (2) phase project. She noted that the project would widen Merrill Avenue, remove and replace pavement, install drain pipes, sidewalks, curb, and gutter, adjust water valves and sewer manholes, and would add a turn left lane at County 22<sup>nd</sup> Street. This project will require a 35' right-of-way from the property located to the west of Merrill Avenue. Furthermore, she added that if the city council agrees with staff to widen Merrill Avenue, staff will have to work with the property owner on the west side of Merrill Avenue to acquire the right-of-way. Still, the land is a canal lateral managed by the Yuma County Water Users Association, and the canal will have to be relocated. She commented that staff has talked with a property owner representative, and they are willing to grant the right-of-way to the city.

Mayor Gerardo Sanchez mentioned that more vehicles would be crossing the border with the San Luis Port I expansion. He agreed with Ms. Torres to expand Merrill Avenue to alleviate traffic in other streets.

Mr. Eulogio Vera, Director of Public Works, commented that this is a good project and will help with traffic circulation. He stated that widening would be the best choice and would benefit residents. He added that as part of the design for the roadway, a storm drain would also be included to collect stormwater for the area, which will take it to a future retention basin.

Mayor Sanchez asked staff to proceed with this project, as agreed by all members of the City Council.

**2. C. Discussion and possible directions to staff on any and all matters regarding the recommendation to City Council to reappoint or appoint directors to the Board of the San Luis Facilities Development Corporation for the terms that expired on July 29, 2021, and to fill a vacancy. (Kay Marion Macuil, General Counsel for the Board and City Attorney)**

Ms. Kay Marion Macuil, City General Counsel for the Board and City Attorney, informed that all board members' terms have expired. She explained that this corporation takes care of the San Luis Regional Detention and Support Center. Staff recommends the reappointment of all members, as they all have expressed their willingness to continue serving. She mentioned the Vice President position is currently vacant due to the passing of John Starkey. She informed that Mr. Eulogio Vera, Director of Public Works, has expressed his interest in serving the board, staff is recommending him to fill the vacancy. Furthermore, she explained that the board is the one that will vote to decide who would be the Vice President of their board.

Mayor Sanchez asked staff to proceed with this item, as agreed by all members of the City Council.

**2. D. Update, followed by discussion and possible directions to staff on any and all matters regarding Avenue F expansion, including streetlights at San Luis Lane. (Council Member Luis Cabrera and Eulogio Vera, Director of Public Works)**

Council Member Luis Cabrera commented that he would like an update of the design, right-of-way acquisition, and street lighting on San Luis Lane.

Mr. Eulogio Vera, Director of Public Works, mentioned that this project did not make it to the projects funded by American Rescue Plan Act (ARPA) Funding. However, the design of this project will be included in fiscal year 2023 budget. He added that once the design is completed, then staff will generate right-of-way exhibits. Then, the application to the Arizona State Land Department can be submitted to obtain the right-of-way for constructing the roadway. This project will take one (1) year or longer. He added that part that the widening of the intersection goes hand in hand with the widening of the roadway. For this reason, both projects, widening of Avenue F and the expansion of the intersection. Mr. Vera commented that to execute this project, the city will have to go through the Yuma County or annex land for this project to be completed as part of the widening and the intersection belonging to the Yuma County. He mentioned that staff could start doing research at the state for the street lights to see if there is a right-of-way for the existing poles.

Council Member Cabrera stated that he was under the impression that the project's design was included in the current budget, as this was brought during the budget retreat for fiscal year 2022. He asked staff to check with the finance director to see if this was not included.

Mayor Gerardo Sanchez commented that this project might off been one of the projects placed aside. Instead, staff wanted to focus on the Cesar Chavez Boulevard expansion project, which has been the city council's priority. He mentioned that once the Cesar Chavez Boulevard is ready, it will be easier to get all those other projects funded. He directed Mr. Vera to start researching the right-of-way to at least start the research and find out if a county or state right-of-way is needed for this project.

Council Member Matias Rosales asked about the estimated cost for the design of this project.

Mr. Vera replied that it is an estimated cost of \$40,000.00. He suggested researching to see if funds will be available for the design; some of the projects included in the current budget will be covered with ARPA funding; if there is funding available, it can cover this project.

Council Member Cabrera commented that for San Luis Lane, it is not necessary to have a street light, but something similar to the crosswalk by the border going into Mexico now that the Somerton School District will be built. He asked if the district was planning on doing something about the pedestrians and traffic in that area.

Mr. Vera replied that staff would address the need of a traffic signal to the Somerton School District.

Mr. Lizandro Galaviz, Interim City Manager, asked Mr. Vera if he has checked with the Finance Department to see if there is funding available in the current budget for the design of this project.

Mr. Vera replied that he had not had the chance but would talk to the finance director to get the design ready for the traffic signal.

**2. E. Update, followed by discussion and possible directions to staff on any and all matters regarding County 22<sup>nd</sup> Street and 4th Avenue street improvements. (Council Member Luis Cabrera and Eulogio Vera, Director of Public Works)**

Mr. Eulogio Vera, Director of Public Works, informed that staff reached out to the owner of the parcel to the west of the intersection; there is a small piece of land that is needed to fit in the longer radiuses because the current layout which is within the city's right-of-way buses always are on the dirt. He commented that the property owner has agreed to sign off on the deed, this is expected to get done within the following week, and after that process, staff would be able to go out to bid with construction starting within a month.

**2. F. Discussion and possible directions to staff on any and all matters regarding the revision of the current Personnel Policies by a professional agency or consultant. (Council Member Luis Cabrera and Lizandro Galaviz, Acting City Manager)**

Council Member Luis Cabrera stated that this item in the agenda is because he is aware that some of the policies within the Human Resources Department are outdated. He understands that there have been some struggles in getting a department head for this department. He mentioned that it would be good to find funding during the fiscal year to hire a professional agency or a consultant to look into the policies and get them updated.

Mr. Lizandro Galaviz, Interim City Manager, stated that this project is a priority once a department head is hired for this department. Still, there has been a challenge to find a suitable person. He mentioned that he has met with the human resources staff, and they have obtained two (2) quotes which range between \$10,000.00 to \$15,000.00. He added that funding is available if the council wants staff to move forward with this project. Mr. Galaviz commented that there are a lot of policies that need to be updated and some that need to be created, as the city grows, there are policies and procedures that are falling in place.

Mayor Gerardo Sanchez commented that his understanding was that the city paid Justin Pierce to work on these policies.

Ms. Kay Marion Macuil, City Attorney, replied that this was approved but was unsure if he ever invoiced the city for his services.

Mr. Galaviz commented that he was one of the consultants and added that he would confirm with Mr. Pierce when staff spoke to him that information was not communicated.

Mayor Sanchez stated that he was aware that he was paid for the services, and since it was the case, staff needs to get this going. He asked Mr. Galaviz to look into this and bring this item back to the city council.

### **3. ADJOURNMENT**

**MOTION:** Council Member Luis Cabrera/Council Member Jose Ponce to adjourn the meeting at approximately 7:22 p.m. Motion passed unanimously.

The vote was as follows:

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  
Council Member Gloria Torres

**APPROVED:**

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

**ATTEST:**

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

**Certification**

I hereby certify that the foregoing minutes are a true and correct copy of the Work Session minutes for the City Council of the City of San Luis, Arizona, held on March 2, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

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

**MINUTES**  
**Regular Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**March 9, 2022**  
**7:00 p.m.**

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

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

**PRESENT:** Mayor Gerardo Sanchez  
Vice Mayor Africa Luna-Carrasco  
Council Member Mario Buchanan Jr.  
Council Member Luis Cabrera  
Council Member Jose Ponce (joined at approximately 7:15 p.m.)  
Council Member Matias Rosales  
Council Member Gloria Torres

**OTHERS PRESENT:** Lizandro Galaviz, Acting City Manager  
Kay Macuil, City Attorney  
Melissa Lopez, Deputy City Clerk  
Angelica Roldan, Acting Director of Parks & Recreation  
Eulogio Vera, Director of Public Works  
Jorge Perez, Assistant Director of Public Works  
Marco A. Santana, Police Lieutenant  
Ruben Lopez, I.T. Technician  
Adelaida Buchanan, Resident  
Greg LaVann, Greater Yuma Economic Development Corporation  
and Board Member of Children's Museum of Yuma County  
Mario Buchanan Sr., Resident  
Mark Concha, Riedel Construction  
Nieves Riedel, Developer – Riedel Construction  
Olivia Jenkins, Riedel Construction

**2. PLEDGE OF ALLEGIANCE**

Council Member Mario Buchanan Jr. led the Pledge of Allegiance.

**3. INVOCATION**

Mr. Marco A. Santana, Police Lieutenant, led the invocation.

**4. Presentation on any and all matters regarding Children's Museum of Yuma County regarding their services and programs by Ms. Melissa Rushin Irr, Executive Director. (Ms. Melissa Rushin Irr, Executive Director)**

Mr. Greg LaVann, Board Member of Children's Museum of Yuma County, stated that they will be submitting a request for the City of San Luis Council to consider them in the upcoming budget cycle. Mr. LaVann acknowledged and thanked the current and past board members who represent the different communities in Yuma County.

Ms. Melissa Rushin Irr, Executive Director, provided a PowerPoint presentation explaining who they are, their services, the suggested programming for the City of San Luis and its benefits. She added that most of their budget is through donations and grant money which varies from year to year.

Mayor Gerardo Sanchez thanked Ms. Rushin Irr for the presentation and added that he will be visiting the museum.

**CONSENT AGENDA**

**5. A. MINUTES OF**

**- Regular Council meeting held February 23, 2022**

**5. B. Disbursements from February 15, 2022 to February 28, 2022**

**Total Disbursements \$1,147,531.63**

**(One Million, One Hundred Forty-Seven Thousand, Five Hundred Thirty-One Dollars and Sixty-Three Cents)**

**5. C. Discussion and possible directions to staff on any and all matters regarding the recommendation to City Council to reappoint or appoint directors to the Board of the San Luis Facilities Development Corporation for the terms that expired on July 29, 2021, and to fill a vacancy. (Kay Marion Macuil, General Counsel for the Board and City Attorney)**

**MOTION:** Council Member Matias Rosales/Council Member Mario Buchanan Jr. to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

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

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

### **6. A. Discussion and possible action on any and all matters regarding the award of Construction Contract for Fleet Services Building Expansion Project (New Fleet Services Shop) to Merrill Development, LLC. (Eulogio Vera, Director of Public Works)**

Mr. Eulogio Vera, Director of Public Works, explained that staff received bids for the new Fleet Shop on February 17, 2022. Staff was surprised with a higher bid than anticipated; numbers were evaluated by the architect and looked into the reasoning why bids came in higher and provided staff with a recommendation and a statement that explains that with the current atmosphere and supply chain issues, it is not foreseen prices lowering. Staff recommends moving forward with the lowest responsible bidder which is Merrill Walker at \$2.6 million; the other two (2) bids from Pilkington at \$2.9 million and Yuma Valley at \$2.9 million. He added that their budget for this year was \$796,000.00 to get the project going and built over a period of two (2) years with an estimated cost of \$1.5 million. Staff proposed to continue with the project anticipating they can spend this fiscal year under \$900,000.00 and the remainder needed funds will be budgeted in the next fiscal year.

**MOTION:** Council Member Matias Rosales/Council Member Mario Buchanan Jr. to approve the award of a construction contract for the Fleet Services Building Expansion Project to Merrill Development LLC in the amount of \$2,638,718.00 and approve budget transfers as stated in the fiscal impact. Motion passed unanimously.

The vote was as follows:

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

### **6. B. Discussion and possible action on any and all matters regarding Resolution No. 2210. A resolution of the Mayor and City Council of the City of San Luis, Arizona, providing for a Call of Election for 2022 Primary and General Elections, designating the election dates and purpose, designating the deadline and location for candidates to file Nomination Petitions and designating the deadline for voter registration. (Sonia Cornelio, City Clerk)**

Ms. Melissa Lopez, Deputy City Clerk, stated that this resolution provides for the Call of Election for the 2022 Primary and General Elections scheduled for August 2, 2022 and November 8, 2022, its designation dates, deadlines and location for candidates to file their nomination petitions and deadlines for voter registration.

**MOTION:** Council Member Jose Ponce/Council Member Luis Cabrera to approve and adopt Resolution No. 2210. Motion passed unanimously.

The vote was as follows:

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

**6. C. Discussion and possible action on any and all matters regarding Subdivision Case No. 2021-0751F. A request by Edais Engineering, Inc., on behalf of Riedel Holding LLC, for the approval of Los Mezquites Unit 1 Final Plat; the property is located on the southeast corner of Avenue E and County 23 ½ Street (San Luis Lane) in San Luis, Arizona. (Fernando Villegas, Pricipal Planner)**

#### **A. Staff Presentation**

Mr. Fernando Villegas, Principal Planner, explained that this request is to approve the Final Plat of Los Mezquites Unit 1. This subdivision will consist of 195 of residential lots in approximately 38.81 acres. The lots range in size from 6,000 to 10,000 square feet. The City Council approved a Major Amendment to rezone the property and a Development Agreement to proceed with this project. Staff recommends approval of Los Mezquites Unit 1 Final Plat with the following conditions:

1. The developer must comply with all provisions and conditions of the Development Agreement approved by Resolution No. 2204;
2. Developer must pay to the city the sum of \$260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E;
3. A road connection from the southeast corner of the subdivision to County 24th Street should be provided.
4. Developer must comply with review comments letter dated March 8, 2022;
5. Developer agrees to sign the petitions for the creation of a street lighting improvement district, a community facilities district, and any enhanced municipal district needed, prior to the recordation of the plat.

Mr. Villegas added that the developer has agreed to all the conditions.

#### **B. Action on Subdivision Case No. 2021-0751F**

**MOTION:** Council Member Jose Ponce/Council Member Mario Buchanan Jr. to approve Subdivision Case No. 2021-0751F with the conditions as presented by staff. Motion passed unanimously.

The vote was as follows:

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

**6. D. Discussion and possible action on any and all matters regarding the purchase of playground equipment for the playground expansion of PPEP Park. (Maria A. Roldan, Acting Director of Parks and Recreation)**

Ms. Angelica Roldan, Acting Director of Parks and Recreation, stated that the Parks and Recreation Department would like to expand the current playground area at the PPEP Park. The PPEP Park is visited by many residents on a daily basis. Staff has reached out to Dave Bang Associates, Inc. for assistance and a quote for playground equipment. She added that they have worked with Dave Bang Associates, Inc. for many years and have purchased various playground equipment for the city parks, including PPEP Park.

**MOTION:** Council Member Gloria Torres/Council Member Luis Cabrera to approve the cooperative purchase of playground equipment for PPEP Park in the amount of \$53,994.91 as presented. Motion passed unanimously.

The vote was as follows:

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

**7. SUMMARY OF CURRENT EVENTS**

Mayor Gerardo Sanchez reported that he and Council Member Matias Rosales, attended via Zoom one (1) of many workshops regarding the Port of Entry. It looks like the U.S. side has guaranteed funding, therefore the funding is there and the planning is almost finalized. The question now is what is going to happen with the counterparts in Mexico. It appears that the Federal Government is not communicating with state and local officials and is causing some friction within themselves. He added that the Cesar Chavez Boulevard is being discussed in the Senate and the House of Representatives in the state.

## 8. CALL TO THE PUBLIC

Mr. Gilbert Zarate, 848 Orquidea Avenue, San Luis, AZ, stated that he came to ask about something that happened months ago, regarding Vice Mayor Africa Luna-Carrasco and her accident that she had. He asked why has this been on standby, when the trial should be ending or what happened, what was the end of it. Adding, that yesterday, he was investigating at the ranch and there are cameras and requested the recording from County 19th Street to Somerton Avenue. He hopes that when the company gives it to him, he can bring it to the Mayor and City Council to verify that the person was there. He wants to know what they are going to do, because the person had a problem and is in office...why was she not removed from the position until the investigation was over. What is happening that they have given her so much preference or what are they covering up. Mr. Zarate asked that as Mayor, who represents San Luis, Arizona, is doing about this. He thinks the Mayor can order the City Attorney, because she should take action on the matter as the residents of this town want to know what happened. Mr. Zarate continued by saying that if it was someone like him, they would want to throw him in jail. His question is what happened, why is everything at a standstill.

Mayor Gerardo Sanchez, responded that his time is up, but he is going to talk to the Legal Department and the things that can be done as it is limited. If it is a case that is being investigated, it is very limited and since it is not in the city, but in any case, you have the right; he will investigate what can be done.

Mr. Luis Marquez, 1254 America Street, San Luis, AZ, indicated that he is a retired police officer and said that yesterday was a memorable day for him because four (4) years ago, he left the San Luis Police Department thanks to Mr. Jessup, Mr. Lara and Lieutenant Alvarez. He wanted to publicly thank them, because of them he retired. He is a happy retiree as there is no more tension nor pressure. He also thank the City of San Luis for the 20 years of service, he was allowed to be with the community. He hopes that the city continues with the programs he once handled. He added that he loves his city and gives all for it and believes that the City of San Luis deserves to be respected as well as the elected officials. He mentioned that there are no hard feelings and gets along with everyone.

## 9. ADJOURNMENT

**MOTION:** Council Member Mario Buchanan Jr./Council Member Jose Ponce to adjourn the Regular Council meeting at approximately 7:40 p.m. Motion passed unanimously.

The vote was as follows:

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

**APPROVED:**

---

Gerardo Sanchez, Mayor

**ATTEST:**

---

Sonia Cornelio, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on March 9, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

---

Sonia Cornelio, City Clerk



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. B.

Meeting Date: 03/23/2022

---

#### Summary

#### **Disbursements from March 1, 2022 to March 14, 2022**

Total Disbursements \$804,015.01

(Eight Hundred Four Thousand, Fifteen Dollars and One Cent)

---

#### Attachments

Disbursements

---



# City of San Luis

Finance Department

## COUNCIL MEETING MAR 23, 2022 Disbursement Report from 03/01/2022 TO 03/14/2022

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	03/02/2022	\$ 365,913.61	Schedule A
Payroll Check Account	03/03/2022	\$ 4,674.19	Schedule B
Accounts Payable Check Account	03/03/2022	\$ 194,025.38	Schedule C
Accounts Payable Check Account	03/10/2022	\$ 239,401.83	Schedule D

**Total Disbursements: \$ 804,015.01**

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

Prepared by David A. Espitia:

Verified by Director of Finance:

For Council approval on:

Mayor:

Council:

RECEIVED

2022 MAR 14 P 3:06

CITY OF SAN LUIS  
OFFICE OF THE CITY CLERK



# Pay Day Register

Pay Date Range 02/12/22 - 02/25/22  
Pay Batch 202205

PSPRS FIRE DB RATE - TIER 3	2,737.61	27,541.11	Electrician	60.29	1,920.00
PSPRS FIRE DC RATE - TIER 3	177.06	1,967.36	FIREFIGHTERS & DRIVERS	4,431.07	93,285.73
PSPRS FIRE DISABILITY RATE	17.31	1,967.36	GARBAGE/ ASH/ REFUSE	371.30	5,940.80
PSPRS POLICE DB RATE - TIER	4,306.54	56,294.61	Homemaker Service	20.70	903.81
PSPRS POLICE DB RATE - TIER	2,596.81	22,290.29	MUNICIPAL/ TOWN/	100.64	5,750.59
PSPRS POLICE DB RATE - TIER 2	1,323.19	11,357.87	PARKS- NOC ALL EMPLOYEES	700.94	22,610.18
PSPRS POLICE DB RATE - TIER 3	3,374.04	33,943.96	POLICE OFFICERS	6,144.94	129,367.13
STANDARD LIFE ADDTNL	1,030.18	.00	RECREATION- ALL EMPLOYEES/	242.23	17,682.34
TRANSWESTERN MEXICAN	97.00	.00	SEWAGE DISPOSAL/ PLANT	710.40	20,650.75
U.S. MEX DENTAL - EE &	574.84	.00	Street or Road Construction	1,854.31	21,000.08
U.S. MEX DENTAL - EE &	164.24	.00	WATERWORKS OPERATIONS	561.20	16,172.88
UNITED WAY	14.00	.00	Total	<u>\$17,271.56</u>	
US & MEX DENTAL= FAMILY	563.64	.00			
US & MEX HEALTH = C	5,835.94	.00	<u>Direct Deposits</u>		<u>Amount</u>
US & MEX HEALTH = FAMILY	6,532.20	.00	1st Bank Yuma		27,614.26
US & MEX HEALTH = SP	1,565.74	.00	ACADEMY BANK		2,440.90
VSP - VISION CHILDREN	240.13	.00	Bank of America		200.00
VSP - VISION FAMILY	350.46	.00	Bankcorp		200.00
VSP - VISION SPOUSE	97.35	.00	Charles Sch		200.00
Net	<u>\$365,913.61</u>		Chase Bank		178,242.62
			CHASE BANK MORGAN		315.87
			chase centro		1,153.71
			Federal Credit Union		38,534.82
			FF CREDIT UNION		1,899.82
			FIREFIGHTER FIRST CREDIT UNION		5,814.31
			MIT FEDERAL CREDIT UNION		319.18
			National Bank		2,044.15
			Navy Federal		19,999.92
			NetSpend Corporation DD		120.00
			NORTH ISLAND CREDIT UNION		723.22
			Sunbank		1,483.48
			THE FOOTHILLS BANK		1,000.60
			USAA FEDERAL SAVING		1,086.33
			VANTAGE WEST		1,449.99
			WASHINGTON FEDERAL		1,879.54
			Wells Fargo		77,721.93
			WELLS FARGO CALE		1,050.13
			Total		<u>\$365,494.78</u>

Check \$418.83

Monica  
Castro

Digitally signed by: Monica Castro  
DN: CN = Monica Castro email =  
mcastro@sanluisaz.gov C = AD  
Date: 2022.03.02 15:22:09 -0700

Schedule A



# Pay Day Register

Pay Date Range 03/01/22 - 03/31/22  
Pay Batch 202203M

## Pay Batch 202203M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 2

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,700.00	ASRS Council	109.98 900.00
806 - TELEPHONE STIPEND	.0000	150.00	Imputed Income		ASRS LTD Council	1.71 900.00
<b>Total</b>	<b>0.0000</b>	<b>\$7,700.00</b>	FEDERAL TAX WITHHOLDING	58.75 5,661.47	ASRS/EORP - LEGACY RATE	442.89 900.00
			SOCIAL SECURITY TAX	477.40 7,700.00	Dental Council	244.85 .00
			MEDICARE	111.64 7,700.00	EODCRS - COUNCIL	108.00 1,800.00
			STATE WITHHOLDING	111.67 5,661.47	EODCRS - DISABILITY	2.26 1,800.00
			ASRS Council	109.98 900.00	EODCRS/EORP LEGACY RATE	997.74 1,800.00
			ASRS LTD Council	1.71 900.00	Health Council	5,593.67 .00
			Council Retirement EORP	447.50 4,850.00	Retirement Council EORP	2,979.36 4,850.00
			Dental Council	174.38 .00	Vision Council	79.03 .00
			EODCRS - COUNCIL	144.00 1,800.00	<b>Total</b>	<b>\$10,559.49</b>
			EODCRS - DISABILITY	2.26 1,800.00		
			GARNISHMENT	221.11 .00	<b>Workers' Comp</b>	<b>Gross Base</b>
			Medical Council	1,108.53 .00	MUNICIPAL/ TOWN/	134.77 7,700.00
			MISCELLANEOUS	5.00 .00	<b>Total</b>	<b>\$134.77</b>
			Vision Council	51.88 .00		
			<b>Net</b>	<b>\$4,674.19</b>	<b>Direct Deposits</b>	<b>Amount</b>
					1st Bank Yuma	734.12
					Chase Bank	738.14
					Federal Credit Union	1,087.98
					Navy Federal	523.37
					REALTORS FED CRED UNION	22.54
					WASHINGTON FEDERAL	797.18
					Wells Fargo	770.86
					<b>Total</b>	<b>\$4,674.19</b>
					Check	\$0.00

Monica  
Castro

Digitally signed by: Monica Castro  
DN: CN = Monica Castro email =  
mcastro@sanluisaz.gov C = AD  
Date: 2022.03.08 18:01:36 -07'00'

Schedule B

# Payment Register

From Payment Date: 2/28/2022 - To Payment Date: 3/3/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
101250	02/28/2022	Open			Accounts Payable	MEDINA, JOSE, ENRIQUE	\$600.00		
101251	02/28/2022	Reconciled		02/28/2022	Accounts Payable	PETTY CASH/RECREATION	\$300.00	\$300.00	\$0.00
101252	03/02/2022	Open			Accounts Payable	BALSINO, PETER, M	\$6.85		
101253	03/02/2022	Open			Accounts Payable	CHARGO PA, GURSTEL	\$26.95		
101254	03/02/2022	Open			Accounts Payable	FOP/ALC	\$360.00		
101255	03/02/2022	Open			Accounts Payable	GARCIA & CORNEJO, SERGIO & OSCAR	\$311.10		
101256	03/02/2022	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$345.00		
101257	03/02/2022	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,322.06		
101258	03/02/2022	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
101259	03/02/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$95.50		
101260	03/02/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,080.00		
101261	03/03/2022	Open			Accounts Payable	24 KARAT JEWELERS	\$325.02		
101262	03/03/2022	Open			Accounts Payable	AHERN RENTALS, INC.	\$174.58		
101263	03/03/2022	Open			Accounts Payable	ALDAMA, EMMANUEL	\$274.00		
101264	03/03/2022	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$450.00		
101265	03/03/2022	Open			Accounts Payable	ARCIGA, CARLOS	\$150.00		
101266	03/03/2022	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$37.69		
101267	03/03/2022	Open			Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC	\$2,786.82		
101268	03/03/2022	Open			Accounts Payable	ARIZONA SUPREME COURT	\$10,043.88		
101269	03/03/2022	Open			Accounts Payable	ARVIZU VILLAR, GLORIA	\$50.00		
101270	03/03/2022	Open			Accounts Payable	AT&T MOBILITY LLC	\$4,280.95		
101271	03/03/2022	Open			Accounts Payable	AUTOZONE STORES, INC	\$2,914.44		
101272	03/03/2022	Open			Accounts Payable	AZ ASSOCIATION OF CHIEFS OF POLICE	\$375.00		
101273	03/03/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$70.00		
101274	03/03/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$71.20		
101275	03/03/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$91.00		
101276	03/03/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$44.50		
101277	03/03/2022	Open			Accounts Payable	CARDENAS, ERNESTO	\$274.00		
101278	03/03/2022	Open			Accounts Payable	CENTERLINE SUPPLY WEST	\$5,827.60		
101279	03/03/2022	Open			Accounts Payable	CENTURYLINK	\$1,337.69		
101280	03/03/2022	Open			Accounts Payable	CERDA, JOSSUE	\$119.24		
101281	03/03/2022	Open			Accounts Payable	CODE PUBLISHING COMPANY	\$660.00		
101282	03/03/2022	Open			Accounts Payable	DELGADO, RAYMUNDO, V	\$1,000.00		
101283	03/03/2022	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$10,305.00		
101284	03/03/2022	Open			Accounts Payable	EMPIRE MACHINERY	\$508.00		



# Payment Register

From Payment Date: 2/28/2022 - To Payment Date: 3/3/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
967	03/03/2022	Open			Accounts Payable	CSC OF YUMA	\$655.44		
968	03/03/2022	Open			Accounts Payable	DANA KEPNER COMPANY LLC	\$9,856.96		
969	03/03/2022	Open			Accounts Payable	DESERT WATER STORE INC	\$168.23		
970	03/03/2022	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$3,495.00		
971	03/03/2022	Open			Accounts Payable	FRUTH GROUP INC	\$1,357.04		
972	03/03/2022	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$748.00		
973	03/03/2022	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$6,800.00		
974	03/03/2022	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	\$2,390.82		
975	03/03/2022	Open			Accounts Payable	PURCHASE POWER	\$1,060.98		
976	03/03/2022	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$98.54		
977	03/03/2022	Open			Accounts Payable	RM GRAPHICS	\$52.50		
978	03/03/2022	Open			Accounts Payable	ROACH PEST CONTROL	\$1,375.00		
979	03/03/2022	Open			Accounts Payable	SKAGGS COMPANIES, INC	\$3,308.30		
980	03/03/2022	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$2,171.22		
981	03/03/2022	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	\$595.00		
982	03/03/2022	Open			Accounts Payable	TRUCKPRO, LLC	\$61.37		
983	03/03/2022	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$313.00		
984	03/03/2022	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$6,148.69		
985	03/03/2022	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$167.79		
986	03/03/2022	Open			Accounts Payable	YUMA TRUCK PARTS	\$2,478.25		
987	03/03/2022	Open			Accounts Payable	YUMA WINNELSON CO.	\$2,063.08		
Type EFT Totals:							\$115,711.47		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	63	\$78,013.91	\$0.00
	Reconciled	1	\$300.00	\$300.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 2/28/2022 - To Payment Date: 3/3/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
					Total	64	\$78,313.91	\$300.00		
					<b>EFTs</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	30	\$115,711.47	\$0.00		
					Reconciled	0	\$0.00	\$0.00		
					Voided	0	\$0.00	\$0.00		
					<b>Total</b>	<b>30</b>	<b>\$115,711.47</b>	<b>\$0.00</b>		
					<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	93	\$193,725.38	\$0.00		
					Reconciled	1	\$300.00	\$300.00		
					Voided	0	\$0.00	\$0.00		
					Stopped	0	\$0.00	\$0.00		
					<b>Total</b>	<b>94</b>	<b>\$194,025.38</b>	<b>\$300.00</b>		
<b>Grand Totals:</b>										
					<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	63	\$78,013.91	\$0.00		
					Reconciled	1	\$300.00	\$300.00		
					Voided	0	\$0.00	\$0.00		
					Stopped	0	\$0.00	\$0.00		
					<b>Total</b>	<b>64</b>	<b>\$78,313.91</b>	<b>\$300.00</b>		
					<b>EFTs</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	30	\$115,711.47	\$0.00		
					Reconciled	0	\$0.00	\$0.00		
					Voided	0	\$0.00	\$0.00		
					<b>Total</b>	<b>30</b>	<b>\$115,711.47</b>	<b>\$0.00</b>		
					<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	93	\$193,725.38	\$0.00		
					Reconciled	1	\$300.00	\$300.00		
					Voided	0	\$0.00	\$0.00		
					Stopped	0	\$0.00	\$0.00		
					<b>Total</b>	<b>94</b>	<b>\$194,025.38</b>	<b>\$300.00</b>		

David  
Espitia

Digitally signed by: David  
Espitia  
DN: CN = David Espitia  
email =  
despitia@sanluisaz.gov C  
= AD O = City of San Luis  
OU = Finance  
Date: 2022.03.03 17:19:28  
-07'00'

# Payment Register

From Payment Date: 3/7/2022 - To Payment Date: 3/10/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
101314	03/07/2022	Open			Accounts Payable	CHAVEZ, NOEL	\$209.00		
101315	03/07/2022	Voided		03/07/2022	Accounts Payable	FREGOSO, ANGELICA	\$177.00		
101316	03/07/2022	Voided		03/07/2022	Accounts Payable	URZUA, MARGARITA	\$177.00		
101317	03/07/2022	Open			Accounts Payable	FREGOSO, ANGELICA	\$143.00		
101318	03/07/2022	Open			Accounts Payable	URZUA, MARGARITA	\$143.00		
101319	03/10/2022	Open			Accounts Payable	24/7 GET FIT LLC	\$1,107.00		
101320	03/10/2022	Open			Accounts Payable	AIRGAS USA LLC	\$13.11		
101321	03/10/2022	Open			Accounts Payable	AMERICA'S TRANSMISSIONS	\$1,670.85		
101322	03/10/2022	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$2,731.22		
101323	03/10/2022	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$40.00		
101324	03/10/2022	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$325.00		
101325	03/10/2022	Open			Accounts Payable	APCO INTERNATIONAL INC.	\$3,599.00		
101326	03/10/2022	Open			Accounts Payable	AUTOZONE STORES, INC	\$560.78		
101327	03/10/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$70.00		
101328	03/10/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$80.10		
101329	03/10/2022	Open			Accounts Payable	BINGHAM AUTO & TRUCK PARTS	\$96.28		
101330	03/10/2022	Open			Accounts Payable	BOOT BARN, INC.	\$412.80		
101331	03/10/2022	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$1,212.63		
101332	03/10/2022	Open			Accounts Payable	BTE BODY COMPANY INC	\$8,965.62		
101333	03/10/2022	Open			Accounts Payable	CISNEROS, JOSE, LUIS	\$167.00		
101334	03/10/2022	Open			Accounts Payable	CORNELIO, SONIA	\$44.85		
101335	03/10/2022	Open			Accounts Payable	CORREA, CARLOS	\$138.39		
101336	03/10/2022	Open			Accounts Payable	D & H ELECTRIC INC.	\$490.00		
101337	03/10/2022	Open			Accounts Payable	DIGITAL ROOM LLC	\$68.81		
101338	03/10/2022	Open			Accounts Payable	EMPIRE MACHINERY	\$190.00		
101339	03/10/2022	Open			Accounts Payable	FAST EDDIE'S RADIO CONTROLLED HOBBIES LLC	\$184.25		
101340	03/10/2022	Open			Accounts Payable	FBI-LEEDA	\$50.00		
101341	03/10/2022	Open			Accounts Payable	FERGUSON WATERWORKS	\$979.65		
101342	03/10/2022	Open			Accounts Payable	FRAGOZO, CERVANDO	\$150.00		
101343	03/10/2022	Open			Accounts Payable	GARCIA-BONILLA, ELIZABETH	\$84.49		
101344	03/10/2022	Open			Accounts Payable	GETHSEMANI FOOD MINISTRY	\$2,000.00		
101345	03/10/2022	Open			Accounts Payable	HERNANDEZ, JERRY	\$400.00		
101346	03/10/2022	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$221.11		
101347	03/10/2022	Open			Accounts Payable	IPS GROUP INC	\$522.85		
101348	03/10/2022	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	\$205.97		
101349	03/10/2022	Open			Accounts Payable	LOPEZ, ABRAHAM	\$150.00		
101350	03/10/2022	Open			Accounts Payable	LOPEZ, FAUSTO	\$150.00		
101351	03/10/2022	Open			Accounts Payable	MAJCO LLC	\$870.43		
101352	03/10/2022	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$291.54		
101353	03/10/2022	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$20.00		
101354	03/10/2022	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$253.00		
101355	03/10/2022	Open			Accounts Payable	NAPA AUTO PARTS	\$622.51		

# Payment Register

From Payment Date: 3/7/2022 - To Payment Date: 3/10/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
101356	03/10/2022	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	\$108.97		
101357	03/10/2022	Open			Accounts Payable	O'REILLY AUTO PARTS	\$255.48		
101358	03/10/2022	Open			Accounts Payable	OCHOA, ANTONIO	\$150.00		
101359	03/10/2022	Open			Accounts Payable	OFFICE DEPOT	\$3,689.33		
101360	03/10/2022	Open			Accounts Payable	ORTEGA, LUZ	\$75.00		
101361	03/10/2022	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$112.60		
101362	03/10/2022	Open			Accounts Payable	QUINONES TIRES LLC	\$10.00		
101363	03/10/2022	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$375.00		
101364	03/10/2022	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$19,921.30		
101365	03/10/2022	Open			Accounts Payable	SOCIAL DEMICS LLC	\$900.00		
101366	03/10/2022	Open			Accounts Payable	STANDARD INSURANCE CO.	\$2,211.15		
101367	03/10/2022	Open			Accounts Payable	TEXAS LIFE INSURANCE COMPANY	\$588.74		
101368	03/10/2022	Open			Accounts Payable	THOMPSON DESIGN ARCHITECTS P.C.	\$4,800.00		
101369	03/10/2022	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$1,313.90		
101370	03/10/2022	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$194.00		
101371	03/10/2022	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$4,420.23		
101372	03/10/2022	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$354.42		
101373	03/10/2022	Open			Accounts Payable	QUILL CORPORATION	\$119.66		
101374	03/10/2022	Open			Accounts Payable	SPRAGUES SPORTS INC.	\$1,013.66		
101375	03/10/2022	Open			Accounts Payable	BILL ALEXANDER FORD	\$1,701.92		
101376	03/10/2022	Open			Accounts Payable	PUBLIC SAFETY CENTER, INC	\$627.09		
101377	03/10/2022	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$1,045.38		
101378	03/10/2022	Open			Accounts Payable	SM TOURS LLC	\$800.00		
Type Check Totals:							\$74,776.07		
65 Transactions									
<u>EFT</u>									
990	03/10/2022	Open			Accounts Payable	ALSCO, INC	\$682.04		
991	03/10/2022	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$7,887.50		
992	03/10/2022	Open			Accounts Payable	AMBERLY'S PLACE	\$3,494.22		
993	03/10/2022	Open			Accounts Payable	ANDRITZ SEPARATION INC	\$20,790.64		
994	03/10/2022	Open			Accounts Payable	BORDER GYM	\$275.00		
995	03/10/2022	Open			Accounts Payable	CDWG	\$1,382.26		
996	03/10/2022	Open			Accounts Payable	CITY OF YUMA	\$26,618.10		
997	03/10/2022	Open			Accounts Payable	COOPERATIVE PERSONNEL SERVICES	\$2,635.00		
998	03/10/2022	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	\$1,455.00		
999	03/10/2022	Open			Accounts Payable	DESERT WATER STORE INC	\$125.69		
1000	03/10/2022	Open			Accounts Payable	DUDE SOLUTIONS, INC.	\$2,533.40		
1001	03/10/2022	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$2,171.00		
1002	03/10/2022	Open			Accounts Payable	FRUTH GROUP INC	\$864.31		
1003	03/10/2022	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	\$425.47		
1004	03/10/2022	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$12,461.85		
1005	03/10/2022	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$35.08		
1006	03/10/2022	Open			Accounts Payable	HUMANE SOCIETY OF YUMA	\$4,166.67		
1007	03/10/2022	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$862.50		

# Payment Register

From Payment Date: 3/7/2022 - To Payment Date: 3/10/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1008	03/10/2022	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$39,611.21		
1009	03/10/2022	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	\$6,142.57		
1010	03/10/2022	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$800.00		
1011	03/10/2022	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	\$4,049.00		
1012	03/10/2022	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$2,362.22		
1013	03/10/2022	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$4,583.33		
1014	03/10/2022	Open			Accounts Payable	RDO EQUIPMENT CO.	\$384.48		
1015	03/10/2022	Open			Accounts Payable	RM GRAPHICS	\$260.00		
1016	03/10/2022	Open			Accounts Payable	ROACH PEST CONTROL	\$140.00		
1017	03/10/2022	Open			Accounts Payable	SAM'S CLUB	\$996.75		
1018	03/10/2022	Open			Accounts Payable	SIMS MACKIN, LTD.	\$1,600.00		
1019	03/10/2022	Open			Accounts Payable	SKAGGS COMPANIES, INC	\$821.87		
1020	03/10/2022	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$2,805.96		
1021	03/10/2022	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$399.04		
1022	03/10/2022	Open			Accounts Payable	USA BLUE BOOK	\$1,298.07		
1023	03/10/2022	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$1,339.00		
1024	03/10/2022	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	\$165.00		
1025	03/10/2022	Open			Accounts Payable	YUMA PRINTING COMPANY	\$384.16		
1026	03/10/2022	Open			Accounts Payable	YUMA SUN INC	\$92.40		
1027	03/10/2022	Open			Accounts Payable	YUMA TRUCK PARTS	\$6,255.66		
1028	03/10/2022	Open			Accounts Payable	ZOLL MEDICAL CORP	\$1,269.31		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals									
							39 Transactions	\$164,625.76	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	63	\$74,422.07	\$0.00
	Reconciled	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 3/7/2022 - To Payment Date: 3/10/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided	2	\$354.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	65	\$74,776.07	\$0.00	
<b>EFTs</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	39	\$164,625.76	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	39	\$164,625.76	\$0.00	
<b>All</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	102	\$239,047.83	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$354.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	104	\$239,401.83	\$0.00	

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	63	\$74,422.07	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$354.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	65	\$74,776.07	\$0.00
<b>EFTs</b>				
	Status	Count	Transaction Amount	Reconciled Amount
	Open	39	\$164,625.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	39	\$164,625.76	\$0.00
<b>All</b>				
	Status	Count	Transaction Amount	Reconciled Amount
	Open	102	\$239,047.83	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$354.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	104	\$239,401.83	\$0.00

David  
Espitia

Digitally signed by:  
David Espitia  
DN: CN = David Espitia  
email =  
despitia@sanluisaz.gov  
C = AD O = City of San  
Luis OU = Finance  
Date: 2022.03.10 17:49:  
00 -07'00'



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. A.

**Meeting Date:** 03/23/2022

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

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

**Action Requested:** Motion

---

#### ITEM:

Discussion and possible action on any and all matters regarding creating an improvement district or districts to issue bonds to pay for needed infrastructure for the growth in the east part of San Luis. **(Mark Reader, Managing Director of Stifel, Nicolaus & Company)**

#### SUMMARY:

Mark Reader will present options for financing infrastructure in the east part of San Luis.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE STAFF PROCEED AND RETURN TO COUNCIL WITH A SPECIFIC PROPOSAL.**

---

#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** No

**CITY/STATE/FEDERAL FUNDS:** N/A

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

**AVAILABLE AMOUNT TO TRANSFER:** N/A

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

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

The fiscal impact is not determined at this time. Once staff has Council's direction, staff will return with more specifics.

---



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. B.

**Meeting Date:** 03/23/2022

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

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

**Action Requested:** Motion

---

### ITEM:

Discussion and possible action on any and all matters regarding the Intergovernmental Agreement between the City of San Luis and Town of Wellton for Community Development Block Grant Administrative Services. **(Jenny Torres, Economic Development Manager)**

### SUMMARY:

The City of San Luis was awarded a Community Development Block Grant (CDBG) in the amount of \$626,215.00 for the Mesa Street Improvements Project. Due to the recent retirement of the City Grant Writer, the Economic Development Department does not have the staff to administer the project. The Economic Development Department is requesting assistance from the Town of Wellton CDBG Specialist to assist with administering the grant, and other CDBG projects through an intergovernmental agreement. The Town of Wellton previously assisted other communities with their CDBG administrative needs due to the lack of personnel.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS AND THE TOWN OF WELLTON FOR CDBG ADMINISTRATIVE SERVICES.**

---

### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$10,000.00
<b>BUDGETED AMOUNT:</b>	\$10,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Capital Outlays CIP 255-210-90010 funds \$946,740.70

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

Total cost of agreement is \$10,000. The fiscal impact for administering the mesa project is approximately \$4,500.00. The funding will be withdrawn from the Capital Outlays, CIP 255-210-90010 for the Mesa Street Improvements Project. The \$5,500 will be funded by the contractual service account 100-135-80000 from the Economic Development budget. In addition to the administration of this grant, this agreement provides assistance with other CDBG projects.

---

---

**Attachments**

ADOH Funding Agreement  
Intergovernmental Agreement

---

---

**FUNDING AGREEMENT**  
**with**  
**ARIZONA DEPARTMENT OF HOUSING**

**Table of Contents**

<b>SECTION 1. FUNDS PROVIDED .....</b>	<b>2</b>
<b>SECTION 2. OTHER FUNDS.....</b>	<b>3</b>
<b>SECTION 3. ACCEPTANCE OF FUNDS.....</b>	<b>3</b>
<b>SECTION 4. DURATION .....</b>	<b>3</b>
<b>SECTION 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW .....</b>	<b>3</b>
<b>SECTION 6. SCOPE OF WORK .....</b>	<b>5</b>
<b>SECTION 7. REPORTS.....</b>	<b>5</b>
<b>SECTION 8. SCHEDULE OF COMPLETION.....</b>	<b>7</b>
<b>SECTION 9. BUDGET .....</b>	<b>8</b>
<b>SECTION 10. AMENDMENTS AND MODIFICATIONS .....</b>	<b>9</b>
<b>SECTION 11. ENVIRONMENTAL REVIEW CONDITIONS .....</b>	<b>9</b>
<b>SECTION 12. APPLICATION AND OTHER PRE-AWARD COSTS.....</b>	<b>10</b>
<b>SECTION 13. COMPENSATION AND METHOD OF PAYMENT .....</b>	<b>11</b>
<b>SECTION 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME .....</b>	<b>11</b>
<b>SECTION 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS.....</b>	<b>13</b>
<b>SECTION 16. REVERSION OF ASSETS .....</b>	<b>14</b>
<b>SECTION 17. DEPARTMENT OF HOUSING RESPONSIBILITIES.....</b>	<b>15</b>
<b>SECTION 18. SUBCONTRACTING.....</b>	<b>15</b>
<b>SECTION 19. FAILURE TO MAKE PROGRESS.....</b>	<b>15</b>
<b>SECTION 20. TERMINATION FOR CAUSE.....</b>	<b>16</b>
<b>SECTION 21. TERMINATION FOR CONVENIENCE.....</b>	<b>16</b>
<b>SECTION 22. ENFORCEMENT.....</b>	<b>17</b>
<b>SECTION 23. CANCELLATION .....</b>	<b>17</b>
<b>SECTION 24. RECORDS RETENTION .....</b>	<b>18</b>
<b>SECTION 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS .....</b>	<b>18</b>
<b>SECTION 26. AVAILABILITY OF FUNDS .....</b>	<b>19</b>
<b>SECTION 27. APPLICABLE LAW AND ARBITRATION.....</b>	<b>19</b>

**FUNDING AGREEMENT**  
**with**  
**ARIZONA DEPARTMENT OF HOUSING**

**Table of Contents**

SECTION 28. INDEMNIFICATION.....	19
SECTION 29. FEDERAL GOVERNMENT LIABILITY.....	19
SECTION 30. AUDIT.....	20
SECTION 31. AUDIT EXCEPTIONS.....	20
SECTION 32. UNALLOWABLE USE OF FUNDS.....	20
SECTION 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS .....	20
SECTION 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF .....	20
SECTION 35. IDENTIFICATION OF DOCUMENTS .....	21
SECTION 36. COPYRIGHT.....	21
SECTION 37. RIGHTS IN DATA.....	21
SECTION 38. FUNDING CONDITIONS .....	21
SECTION 39. NON-DISCRIMINATION .....	21
SECTION 40. THIRD PARTY ANTITRUST VIOLATIONS .....	22
SECTION 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401 – IMMIGRATION LAWS AND E-VERIFY REQUIREMENT .....	22
SECTION 42. INSURANCE.....	23
SECTION 43. PRIVACY CONSIDERATIONS.....	25
SECTION 44. NOTICES .....	25
SECTION 45. REGISTRATION WITH SOCIAL SERVE .....	26
SECTION 46. ADOH SIGNAGE .....	26
SECTION 47. PHOTOGRAPHS .....	26
SECTION 48. STATE OF ARIZONA .....	26
SECTION 49. A.R.S. § 35-393.01.....	26
SECTION 50. A.R.S. § 1-501 RELATING TO FEDERAL PROGRAMS.....	27

**FUNDING AGREEMENT  
with  
ARIZONA DEPARTMENT OF HOUSING**

**Table of Contents**

**ATTACHMENTS**

- A**     **Scope of Work**
- B**     **Performance Report/Schedule of Completion**
- C**     **Budget**
- D**     **Request for Payment Form**
- E**     **Special Conditions of the Agreement**
- F**     **Certification and Other Requirements Relating to Title I or Title II Assistance**
- G**     **Authorizing Resolution(s)**
- H**     **Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)**

AGREEMENT NO. 119-22  
TERMINATION DATE August 1, 2023

**FUNDING AGREEMENT  
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING  
AND  
SAN LUIS  
FOR  
STREET IMPROVEMENTS**

This Funding Agreement is made by and between:

The **Arizona Department of Housing (“ADOH”)**, located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

- Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) (“**CDBG**”).
- Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) (“**HOME**”).
- A.R.S. § 41-3955 (State Housing Trust Fund) (“**HTF**”).
- A.R.S. § 41-3957 (State Housing Program Fund) (“**HPF**”).
- The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) (“**HOPWA**”).
- Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) (“**COC**”).
- Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) (“**NHTF**”).
- Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) (“**DOE WAP**”).
- Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) (“**LIHEAP WAP**”).

Southwest Gas Corporation, Weatherization Assistance Program (“**SWG WAP**”).  
and  
**SAN LUIS**  
*(Entity)*

An Arizona City (“Recipient”) DUNS #078740431, located at  
PO Box 1170  
*Street*  
San Luis, AZ 85349-1170  
*City State Zip*

In consideration of the mutual representations and obligations hereunder,  
ADOH and Recipient agree as follows:

**Section 1. FUNDS PROVIDED**

ADOH agrees to provide \$626,215.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

**CDBG, CFDA # 14.228**  
Federal Fiscal Year 2021  
\$626,215.00

**HOME, CFDA # 14.239**  
Federal Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_

**HTF**  
State Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_

**HPF**  
State Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_

**HOPWA, CFDA # 14.241**  
Federal Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_

**COC, CFDA # 14.267**  
Federal Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_

**NHTF, CFDA # 14.275**  
Federal Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_

**DOE WAP, CFDA # 81.042**  
Federal Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_

**LIHEAP WAP, CFDA # 93.568**  
Federal Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_

**SWG WAP**  
State Fiscal Year \_\_\_\_\_  
\$\_\_\_\_\_

## **Section 2. OTHER FUNDS**

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the *Budget* attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

## **Section 3. ACCEPTANCE OF FUNDS**

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

## **Section 4. DURATION**

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until August 1, 2023 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

## **Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW**

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as

**Attachment G, Authorizing Resolution(s)** and any *Special Conditions of the Agreement* attached hereto as **Attachment E**.

- CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively “the Incorporated Documents”) as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.
- HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; and (6) the *State Housing Fund Program Summary and Application Guide*.
- HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.
- HPF** funds require adherence to the *Special Needs Housing Manual* as revised.
- COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.
- HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual*.
- NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) *State of Arizona Qualified Allocation Plan*; and (5) *National Housing Trust Fund Allocation Plan*.
- DOE WAP** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.
- LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and*

*Procedures Handbook; (5) Arizona Weatherization Assistance Program Field Guide; (6) Standard Work Specifications; and (7) WAP Memorandum 15-10 Quality Management Plan.*

- SWG WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan)*; (2) *Health and Safety Plan (HSD Plan)*; (3) *the Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide*; (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan*.

## **Section 6. SCOPE OF WORK**

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes;
- (e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes; and
- (g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

## **Section 7. REPORTS**

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

**7.1 Performance Report.** Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

- HOME, NHTF, HTF** funded rental development projects (“Rental Projects”) or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20<sup>th</sup> of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).
- HOME, HTF and CDBG** non-rental projects (“HOME, HTF and CDBG Non-Rental Projects”). Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15<sup>th</sup> of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
- COC** funded assistance for persons who are homeless (“Homeless Projects”). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20<sup>th</sup> of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.
- HOPWA** funded rental assistance and services (“HOPWA Projects”). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30<sup>th</sup> annually.
- DOE WAP, LIHEAP WAP and SWG WAP** funded projects (“Weatherization Projects”). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30<sup>th</sup> (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30<sup>th</sup> report covers the month of December).

**7.2 Contract Closeout—Completion Reports and Post-Funding Audits.** Recipient's obligation to ADOH under this Agreement shall not end until all closeout

requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

- (a) The funds have been expended;
- (b) The Scope of Work has been completed;
- (c) The contract period set forth in this Agreement has expired; or
- (d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

## Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

**Revisions to the Schedule of Completion.** Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

- Rental Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within

fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

- Homeless Projects funded with HTF, HPF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
  
- Weatherization.** Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

## Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

- CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:
  - (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
  - (b) Additional funding sources are added to the Project;
  - (c) Recipient is requesting a change to the grant terms.

**HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

- (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
- (b) Recipient is requesting a change to the loan terms.

**WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

## **Section 10. AMENDMENTS AND MODIFICATIONS**

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

## **Section 11. ENVIRONMENTAL REVIEW CONDITIONS**

In accordance with 24 CFR 50 and 24 CFR 58 (“Environmental Review”), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record (“ERR”) is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-

(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

- (a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

**WEATHERIZATION (DOE WAP, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

## **Section 12. APPLICATION AND OTHER PRE-AWARD COSTS**

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

**CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided

hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

### **Section 13. COMPENSATION AND METHOD OF PAYMENT**

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

### **Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME**

**14.1 Definitions.** For purposes of this section, the following definitions shall apply:

**“Funds Recouped by Recipient”** means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

**“Interest”** means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

**“Program Income”** means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

#### **14.2 Use of Program Income and Funds Recouped by Recipient.**

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

### **Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS**

**15.1 De-obligation.** ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

**15.2 Reallocation of De-obligated HOME or State HTF Funds.** If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

**15.3 Reallocation of De-obligated CDBG Funds.** If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

**15.4 Recapture.** ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following

circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A ) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

**15.5 Reallocation of Recaptured Funds.** ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

**15.6 Repayment of Funds.** Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

## **Section 16. REVERSION OF ASSETS**

**16.1 Funds Remaining at Expiration.** Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

**16.2 Real Property Acquired or Improved with CDBG Funds.** Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

**16.3 Real Property Acquired or Improved with HOME Funds.** Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and

obligations described in any applicable Declaration of Conditions, Covenants and Restrictions (“CC&Rs”) for the period of affordability set forth in 24 CFR Part 92.252.

**16.4 Real Property Acquired or Improved with State Housing Trust Funds.** Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

## **Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES**

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

## **Section 18. SUBCONTRACTING**

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

## **Section 19. FAILURE TO MAKE PROGRESS**

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or

recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

#### **Section 20. TERMINATION FOR CAUSE**

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

#### **Section 21. TERMINATION FOR CONVENIENCE**

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

## Section 22. ENFORCEMENT

**22.1 Remedies for Noncompliance.** If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.

**22.2 Appealable Agency Action.** Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

**22.3 Effects of suspension and termination.** Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

**22.4 Relationship to debarment and suspension.** The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

## Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

## Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

- CDBG funded projects only:** All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.
  
- WEATHERIZATION projects only:** All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

## Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

## **Section 26. AVAILABILITY OF FUNDS**

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **Section 27. APPLICABLE LAW AND ARBITRATION**

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

## **Section 28. INDEMNIFICATION**

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, 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, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

## **Section 29. FEDERAL GOVERNMENT LIABILITY**

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

**Section 30. AUDIT**

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

**Section 31. AUDIT EXCEPTIONS**

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

**Section 32. UNALLOWABLE USE OF FUNDS**

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

**Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS**

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

**Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF**

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

### **Section 35. IDENTIFICATION OF DOCUMENTS**

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, LIHEAP WAP) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

### **Section 36. COPYRIGHT**

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

### **Section 37. RIGHTS IN DATA**

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

### **Section 38. FUNDING CONDITIONS**

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

### **Section 39. NON-DISCRIMINATION**

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

#### **Section 40. THIRD PARTY ANTITRUST VIOLATIONS**

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

#### **Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT**

- (a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”)
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient’s subcontractor is complying with the warranty under paragraph (a).

## Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient

from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

#### **42.1 Required Coverage**

**Commercial General Liability.** Recipient shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

**Automobile Liability.** Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

**Worker's Compensation.** Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

#### **42.2 Certificates of Insurance**

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

#### **42.3 Cancellation and Expiration Notice**

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

### **Section 43. PRIVACY CONSIDERATIONS**

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

### **Section 44. NOTICES**

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

CITY OF SAN LUIS  
*Entity*  
JENNY TORRES  
*Attention (if applicable)*  
PO BOX 1170  
*Mailing Address*  
SAN LUIS, AZ 85349-1170  
*City State Zip*

**Section 45. REGISTRATION WITH SOCIAL SERVE**

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with [socialserve.com](http://socialserve.com) and keep the project listed with [socialserve.com](http://socialserve.com) for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

**Section 46. ADOH SIGNAGE**

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

**Section 47. PHOTOGRAPHS**

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

**Section 48. STATE OF ARIZONA**

This Agreement shall be construed in accordance with the laws of the State of Arizona.

**Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.**

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of \$100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**Section 50. A.R.S. § 1-501 Relating to Federal Programs**

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

**THE STATE OF ARIZONA,  
ARIZONA DEPARTMENT OF HOUSING**

**CITY OF SAN LUIS  
RECIPIENT**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Thomas M. Simplot

Gerardo Sanchez

TITLE: Director

TITLE: Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Attachment A SCOPE OF WORK

### City of San Luis- 119-22 – Street Improvements

#### Activity #1 - Administration

\$4,500 CDBG

To carry out all required actions to administer activities funded from the **FY 2021 Regional Account for the City of San Luis**. The City must document administrative including requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

#### Activity #2 – Street Improvements

\$621,715.00 CDBG

CDBG funds will be used for the following:

1. Right of way acquisition associated with APN 775-37-186
2. Roadway reconstruction including removal of 2,060 square yards of existing pavement.
3. Grading in preparation of construction of 5,396 sq. yards of pavement.
4. Installation of 3,176 linear feet of curb & gutter; 6,474 square feet of sidewalk; 2,968 sq. ft. of driveway and parkway; 726 sq. ft. of sidewalk ramp and retaining wall construction.

This activity will meet the Low Mod Area National Objective (LMA) and will benefit approximately 2,055 people of whom 1,420 or (58%) are low-to-moderate income.

#### HUD Performance Measures

Objective: Suitable Living Environment

Outcome: Improved Sustainability

Indicator(s): Number of people (LMC included) with improved access

Data Collection Methodology: Document the number of Low- Mod persons with improved access.



ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION				Page 1 of 1
Recipient	City of San Luis		Date	
Contract No	119-22 Contract Period: from March 2022 to August 1, 2023		Revision	
Activity	Street Improvements		Month	
Recipient Address	Po Box 1170		City	San Luis
Contact Person	Jenny Torres		Zip Code	85349
Phone	928-341-8584 x 2009	Email	<a href="mailto:jtorres@sanluisaz.gov">jtorres@sanluisaz.gov</a>	
Program Specialist	Danny Ryan	Email	<a href="mailto:danny.ryan@azhousing.gov">danny.ryan@azhousing.gov</a>	
<b>Indicate adherence to contract or schedule changes. Due by the 15th of each month.</b>				
<b>Contract Schedule</b>		<b>Contract Date</b>	<b>Complete Yes/No</b>	<b>Modification Date</b>
Environmental Review Completed and Clearance Received		10/8/2021	YES	
Execute ADOH contract		3/1/2022		
Design/Plan/Specifications Complete		6/1/2022		
Right of Way Acquisition Complete		6/15/2022		
Bidding Process Start		7/15/2022		
Bidding Process Complete		8/1/2022		
Construction Start		9/15/2022		
Final Inspections		7/1/2023		
Project Complete - Contract Expires		8/1/2023		
<b>Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP)</b> <i>RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.</i>				
<b>Last RFP submitted on:</b>				
Recipient Authorized Signature		Date	Title	



CDBG

Attachment C

Budget							
Recipient	City of San Luis				Date		
Contract No./File No.	119-22 Contract Period: from March 2022 to August 1, 2023			Revision No.			
Activity	Street Improvements						
Recipient Address	Po Box 1170			City	San Luis		
Contact Person	Jenny Torres			Zip Code	85349-1170		
Phone	928-341-8584 ext. 2009		Email	<a href="mailto:jtorres@sanluisaz.gov">jtorres@sanluisaz.gov</a>		County	Yuma
Program Specialist	Danny Ryan		Email	<a href="mailto:danny.ryan@azhousing.gov">danny.ryan@azhousing.gov</a>			
a	b	c	d	e	f	g	
Budget Line Item or Activity No.	CDBG Regional FY2021	Source Program Year	Source Program Year	Source Program Year	Source Program Year	Source Program Year	
Activity 1 -- Administration	\$4,500.00						
Activity 2-- OOHR	\$621,715.00						
Total	\$626,215.00						



**ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2**

Recipient	City of San Luis	Date	
Contract No	119-22 Contract Period: from March 2022 to August 1, 2023	Pay Req. No	
Activity	Street Improvements	Direct Wire Dep	Yes No
Recipient Address	PO Box 1170	City	San Luis
Contact Person	Jenny Torres	ZIP	85349
Phone	928-341-8584 x 2009	Email	<a href="mailto:jtorres@sanluisaz.org">jtorres@sanluisaz.org</a>
Program Specialist	Danny Ryan	Email	<a href="mailto:danny.ryan@azhousing.gov">danny.ryan@azhousing.gov</a>
		Fax	928-341-8549
		County	Yuma

**Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.**

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	CDBG FY2021	CDBG FY2021	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Act. 1 Administration		\$4,500.00			\$ 4,500.00		\$ 4,500.00
Act. 2 Project Specific			\$621,715.00		\$ 621,715.00		\$ 621,715.00
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
<b>Total</b>		\$ 4,500.00	\$ 621,715.00	\$ -	\$ 626,215.00	\$ -	\$ 626,215.00

Recipient Authorized Signature	Date	Title
--------------------------------	------	-------

**Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.**

Performance Reports	Current <input type="checkbox"/>	Not Current <input type="checkbox"/>	For ADOH Use Only
ADOH Program Specialist Approval	Date		
			ADOH Program Administrator Approval
			Date

## ATTACHMENT F

### CERTIFICATION AND OTHER REQUIREMENTS RELATING TO TITLE I ASSISTANCE

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
  - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
  - b. Is authorized and consents on behalf of the applicant and him (her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 2 CFR part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
11. It will comply with
  - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
  - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.

- c. Section 109 of the Housing and Community Development Act of 1974.
  - d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
  - e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
  - f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
  - g. Federal Fair Housing Act of 1988, P.L. 100-430.
  - h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42 U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
  - i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
  13. It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
  14. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
  15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
  16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
  17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
  18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
  19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
  20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
    - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
    - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low income persons.

21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with 2 CFR 200, Subpart F – Audit Requirements; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
  - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CITY OF SAN LUIS and  
TOWN OF WELLTON  
for  
CDBG ADMINISTRATIVE SERVICES**

THIS CONTRACT made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between Town of Wellton, hereinafter called the CONTRACTOR, and the City of San Luis, hereinafter called the GRANTEE.

WITNESSETH:

WHEREAS, the GRANTEE is in receipt of a Community Development Block Grant from the Arizona Department of Housing, CDBG Contract for FY 2022-2023; and

WHEREAS, the GRANTEE desires technical assistance in implementing and administering said grant; and

WHEREAS, the CONTRACTOR is agreeable to providing such assistance;

NOW, THEREFORE, the parties do mutually agree as follows:

**A. PURPOSE:**

The purpose of this Contract is to authorize the CONTRACTOR to provide administrative services to the GRANTEE for an Arizona Department of Housing, Community Development Block Grant (CDBG) contracts for FY 2022-2023. Services to be provided are detailed in the Scope of Work but will generally include services under the Arizona Department of Housing's CDBG program requirements.

**B. SCOPE OF WORK**

CONTRACTOR agrees to provide the following: Oversight & Review of all documents/correspondence to the Arizona Department of Housing (ADOH) prepared by the GRANTEE.

GRANTEE agrees to the following:

1. Ensure availability of staff assistance as needed to assist with review and oversight of documents and construction.
2. Ensure maintenance of original grant files, record-keeping and financial records and ensure availability of accounting services as needed to process Contract disbursement and reimbursement of funds.
3. Conduct an audit in compliance with the Single Audit Act and in conjunction with the GRANTEE annual audit; forward the audit report to the Arizona Department of Housing within 30 days of completion and resolve all audit findings, if applicable.

**C. TERM OF AGREEMENT**

Activities under this Agreement shall commence on or about April 1, 2022 and shall be completed on or about August 1, 2023. The term of the Agreement may be extended upon mutual agreement and may be mutually increased upon negotiations with the GRANTEE and approved by the local governing body. Any increase with regards to the contract period or MAJOR changes in the scope of work determined by the GRANTEE MAY result in an increase in the contract amount. The GRANTEE is responsible for paying

TOWN OF WELLTON at a rate of \$125.00 per hour for extension time caused by GRANTEE or additional services not covered in the original Scope of Work.

By requesting extension for a renewal Term as set forth above, or by consenting to a renewal term in any manner, GRANTEE shall be deemed to affirmatively assert that (i) CONTRACTOR is not currently in default, nor has been in default at any time prior to the renewal term, under any of the terms or conditions of the agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the renewal term are forever waived.

**D. AMOUNT AND METHOD OF COMPENSATION**

The GRANTEE shall pay the CONTRACTOR for staff time and expenses, as allowable from the Arizona Department of Housing for CDBG administration. CONTRACTOR shall submit necessary request for payment of time and expenditure to the Arizona Department of Housing with similar invoice to the GRANTEE for payment. Payments shall be made upon proper submission of an invoice documenting the services performed by the CONTRACTOR.

**E. TERMS AND CONDITIONS**

Pre-award Activities

The CONTRACTOR is to provide administrative services, which are exempt from environmental requirements. Pre-award activities completed by the CONTRACTOR shall be in compliance with all regulations governing the typical implementation of CDBG projects and the GRANTEE shall incur no financial obligations to the CONTRACTOR should such activities be deemed unacceptable by CDBG. Pre-award activities completed by the CONTRACTOR as a part of this Contract will become obligations of the GRANTEE only upon execution of the Agreement with the Arizona Department of Housing. If for any reason the GRANTEE does not execute an Agreement for funding of this grant, the GRANTEE will have no obligation to the CONTRACTOR under this Contract.

Termination of Contract

1. CONTRACTOR and GRANTEE may terminate this Agreement if either Party believes that continuation will not produce beneficial results.
2. In the event any action, suit, or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, all litigation and collection expenses, including but not limited to witness fees, court costs, and reasonable attorney's fees.
3. This Agreement contains the entire Agreement between the parties, and no oral or written statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by parties and endorsed hereon.
4. This Agreement shall terminate upon completion of the Project, payment of all fees due herein, upon closeout of the project with Arizona Department of Housing.

Termination of Contract for Cause

If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the GRANTEE shall thereupon have the right to terminate the Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, drawings, maps, models, photographs and reports prepared by the CONTRACTOR under this Contract shall, at the option of the GRANTEE, become GRANTEE'S property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. The CONTRACTOR will not accept liability for loss of funding due to project delays.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the GRANTEE for damages sustained by the GRANTEE by virtue of any breach of the Contract by the CONTRACTOR, and the GRANTEE may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the GRANTEE from the CONTRACTOR is determined.

#### Termination for Convenience of the GRANTEE

The GRANTEE may terminate this Contract at any time by giving at least ten (10) days notice in writing to the CONTRACTOR. If the Contract is terminated by the GRANTEE as provided herein, the CONTRACTOR will be paid for the time expended and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph 1 hereof relative to termination shall apply.

#### Changes

The GRANTEE may, from time to time, request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the GRANTEE and the CONTRACTOR, shall be incorporated in written amendments to this Contract.

#### Indemnification

To the extent permitted by law, the CONTRACTOR and GRANTEE agree to defend, indemnify and hold harmless each other and their agents, officials, employees, and subsidiaries from and against any and all claims, actions, demands, liabilities, damage, cost and expense of whatsoever character, whether direct or indirect, or consequential, including loss or damage to property of either party heretofore or of their persons and for the injury or debt to any or all persons caused by or attributable to the negligence, willful acts or fault of the CONTRACTOR and GRANTEE, their employees or agents.

#### Arbitration

In the event of any controversy which may arise out of this Agreement, the parties hereto agree to abide by a required arbitration as is set forth in the Arizona Revised Statutes §12-133.

All notice or demand upon any party to this Agreement shall be in writing and shall be delivered in person or sent by certified mail, return receipt requested, addressed as follows:

#### **CONTRACTOR**

Richard Marsh  
Town Manager  
Town of Wellton  
P.O. Box 67  
Wellton, AZ 85356

#### **GRANTEE**

Jenny Torres  
Economic Development Manager  
City of San Luis  
P.O. Box 1175  
San Luis, AZ 85349

#### Miscellaneous Provisions

In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

#### Personnel

1. The CONTRACTOR represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any Contractual relationship with the GRANTEE.
2. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under State and Local law to perform such services.
3. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the GRANTEE. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be subject to each provision of this Contract.

### Certification for Contracts, Grants, Loans and Cooperative Agreements

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal Contract, grant, loan or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
3. The CONTRACTOR shall require that the language of this Certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Assignability

The CONTRACTOR shall not assign any interest on this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the GRANTEE thereto: Provided, however, that claims for money by the CONTRACTOR from the GRANTEE under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the GRANTEE.

### Reports and Information

The CONTRACTOR, at such times and in such forms as the GRANTEE may require, shall furnish the GRANTEE such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

### Records and Audits (Maintenance and Retention)

The CONTRACTOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the GRANTEE to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be retained for five years after the expiration of this Contract unless permission to destroy them is granted in writing by the GRANTEE.

### Records and Audits (Availability)

Legible copies of any and all records maintained by the CONTRACTOR shall be made available, upon request, to the GRANTEE, the Arizona Department of Housing, the Office of the Inspector General (HUD), and any other body authorized by the GRANTEE.

### Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the GRANTEE, or as required by the Arizona Public Records Law.

### Copyright

No report, plan, drawing or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

All reports, maps and other documents completed as a part of this Contract, other than documents exclusively for internal use by the GRANTEE, or by the Arizona Department of Housing, shall carry the following notation on the front cover or title page, together with the date (month and year) the document was prepared: "City of San Luis".

### Compliance with Local Laws

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the State and local governments, and the CONTRACTOR shall save the GRANTEE harmless with respect to any damages arising from any tort done by the CONTRACTOR or his representatives in performing any of the work embraced by this Contract.

### Equal Employment Opportunity

During the performance of this Contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, religious affiliation or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap.
3. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Contracts or subcontracts for standard commercial supplies or raw materials.
4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the GRANTEE's Department of Housing and/or Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the CONTRACTOR's non-compliance with any provision of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The CONTRACTOR will include the provisions of the subparagraphs 12 (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the GRANTEE's Department of Housing and/or Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE's Department of Housing and/or Community Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

#### Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the CONTRACTOR's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other Contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

#### Interest of Members of a GRANTEE Governing Body

No member of the Governing body of the GRANTEE and no other officer, employee, or agent of the GRANTEE who exercises any functions or responsibilities in connection with the planning and carrying

out of the program, shall have any personal financial interest, direct, or indirect, in this Contract; and the CONTRACTOR shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONTRACTOR shall take appropriate steps to assure compliance.

Interest of CONTRACTOR and Employees

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that no person having any such interest shall be employed in the performance of this Contract.

Handicapped Access

In performing all construction CONTRACTOR agrees to comply with "The American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable By, the Physically Handicapped." CONTRACTOR represents that he/she understands said standard specifications and same are incorporated herein by this reference.

Clean Air Act, Clean Water Act

The CONTRACTOR shall comply with all provisions requiring compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and EPA regulations, 40 CFR Part 15 which prohibit the use of non-exempt Federal Contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the USFPA Assistant Administrator for Enforcement.

Fly Ash Certification

This Agreement is subject to the provisions of the Solid Waste Recovery Act, as amended by the Resource Conservation and Recovery Act of 1976, which requires that as a recipient of federal funds, the GRANTEE use procurement policies that encourage the purchase of items composed of the highest percentage of recovered materials practicable. On January 28, 1983, the Environmental Protection Agency (EPA) issued guidelines in the Federal Register, which required that construction design and material specifications must not exclude or restrict concrete and cement that contain fly ash.

In order to insure compliance, the CONTRACTOR shall certify that the percentage of fly ash in the concrete or cement is consistent with the amounts required by the specifications and in the guidelines. The fly ash certification is incorporated into this Contract by reference.

Federal Labor Standards Provisions

This project and therefore this agreement are subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, Contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939.

The CONTRACTOR agrees to comply with the Federal Labor Standards Provisions (HUD Form 4010 [2-83]), which is incorporated by reference herein. The CONTRACTOR shall supply information to the GRANTEE as necessary for monitoring of compliance to include, but not be limited to, inclusion of Labor Standard Forms included in the bid package, on-site inspections, investigations and/or enforcement by the GRANTEE.

(SIGNATURES ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the CONTRACTOR and the GRANTEE do hereby execute this Contract as of the date first above written.

**TOWN OF WELLTON**

**CITY OF SAN LUIS**

\_\_\_\_\_  
Cecilia McCollough  
Mayor

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

ATTEST:

\_\_\_\_\_  
Richard Marsh, Town Manager

**APPROVED AS TO FORM:** The undersigned attorney has determined that this agreement is in proper form and within the powers and authority granted to Yuma County under the laws of the State of Arizona.

\_\_\_\_\_  
Andrew McGuire, Town Attorney

**APPROVED AS TO FORM:** The undersigned attorney has determined that this agreement is in proper form and within the powers and authority granted to the City of San Luis, Arizona under the laws of the State of Arizona.

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



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. C.

**Meeting Date:** 03/23/2022

**Department Head:** Maria A Roldan, Acting Director of Parks & Recreation, Parks & Recreation Department

**Submitted By:** Crystal Ochoa, Administrative Coordinator, Parks & Recreation Department

**Action Requested:** Motion  
Public Hearing

---

### ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License Application to the Arizona Department of Liquor Licenses and Control to authorize the San Luis FRONTERA Rotary Club to sell alcohol during the 2022 Arte en la Calle event to be held Saturday, March 26, 2022. **(Marcos Ramirez, Secretary for San Luis FRONTERA Rotary Club)**

- A. Open Public Hearing
  - 1. Staff and/or applicant presentation
  - 2. Call to the Public on this item
- B. Close Public Hearing
- C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

### SUMMARY:

The San Luis FRONTERA Rotary Club wishes to sell alcohol at the 2022 Arte en la Calle event that will be held on Saturday, March 26, 2022, at the Joe Orduño Park.

### RECOMMENDATION / SUGGESTED MOTION:

**A. I MOVE TO OPEN PUBLIC HEARING.**

- 1. Presentation by staff and/or applicant
- 2. Call to the public on this item

**B. I MOVE TO CLOSE PUBLIC HEARING**

**C. I MOVE TO RECOMMEND APPROVAL TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL FOR THE SPECIAL EVENT LIQUOR LICENSE APPLICATION TO THE SAN LUIS FRONTERA ROTARY CLUB AS PRESENTED**

---

### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	NO
<b>CITY/STATE/FEDERAL FUNDS:</b>	N/A
<b>TOTAL:</b>	N/A
<b>BUDGETED AMOUNT:</b>	N/A
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A

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

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

There is no associated fiscal impact with this item.

---

**Attachments**

Special Event Liquor License - Arte En La Calle 4/23/2022

---



Arizona Department Liquor License and Control  
 800 W Washington St. 5th Floor  
 Phoenix, AZ 85007-2934  
[azliquor.gov](http://azliquor.gov)  
 602-542-5141

**DLLC USE ONLY**

Job #:
Date Accepted:
CSR:
License #:

**SPECIAL EVENT LICENSE APPLICATION  
 FEE \$25.00 PER DAY**

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852  
 1-10 days consecutive days only, Cash, Checks or Money Orders Only

**SECTION 1** Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Marcos Ramirez
2. Applicant's mailing address: PO BOX 13926 San Luis AZ 85349  
Street City State Zip
3. Applicants home/cell phone: 928-285-3532 Applicant's business phone: \_\_\_\_\_
4. Applicant's email address: MARCOSRAMIREZ5550@GMAIL.COM

**SECTION 2** Name of Non-Profit Organization, Candidate or Political Party/Gov.: San Luis FRONTERA Rotary Club

**SECTION 3** Non-Profit/IRS Tax Exempt Number: 86-0734186

**SECTION 4** Event Location: Joe Orduno Park, 965 N. Park Avenue, San Luis, AZ 85349

**SECTION 5** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

**\*\*SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY\*\***

Days	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>04/23/2022</u>	<u>Saturday</u>	<u>7:00 AM</u>	<u>10:00 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY10:	_____	_____	_____	_____

**SECTION 6** What type of security and control measures will you take to prevent violations of liquor laws at this event?  
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police 3 Number of Security Personnel  Fencing  Barriers

Explanation: Fencing will be placed around beer booth area. One entrance and one exit will be marked. Police/security will be located at the entrance and exit.

**SECTION 7** Will this event be held on a currently licensed premises and within the already approved premises?

Yes  No If yes, Local Governing Body signature is not required.

\_\_\_\_\_  
Name of Business License Number Phone (Include Area Code)

**SECTION 8** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- Place license in non-use
- Dispense and serve all spirituous liquors under retailer's license
- Dispense and serve all spirituous liquors under special event
- Split premise between special event and retail location

**SECTION 9** What is the purpose of this event?

On-site consumption  Off-site (auction/wine/distilled spirits pull)  Both

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

Yes  No If yes, attach explanation.

2. How many special event days have been issued to this organization during the calendar year? 0

3. Is the Organization using the services of a Licensed Contractor?

Yes  No If yes, please provide the Name of the Licensed Contractor: \_\_\_\_\_

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?

Yes  No if yes, please provide the Name of Licensee: \_\_\_\_\_ License #: \_\_\_\_\_

5. The applying non-profit organization must receive 25% of the gross revenues of the total liquor sales. List the names of the individuals or organizations who will receive the rest of the proceeds, **MUST EQUAL 100%**.

Name: San Luis FRONTERA Rotary Club Percentage: 100%

Address: PO BOX 13926 San Luis Arizona 85349  
Street City State Zip

Name: \_\_\_\_\_ Percentage: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

**ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**

**NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.**

**SECTION 11** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. *Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.*

**SIGNATURE**

I, (Print Full Name) Marcos Ramirez hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: 

**GOVERNING BOARD**

Date Received: \_\_\_\_\_

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(Government Official) (Title)

On behalf of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(City, Town, County) Signature Date Phone

**DLLC USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

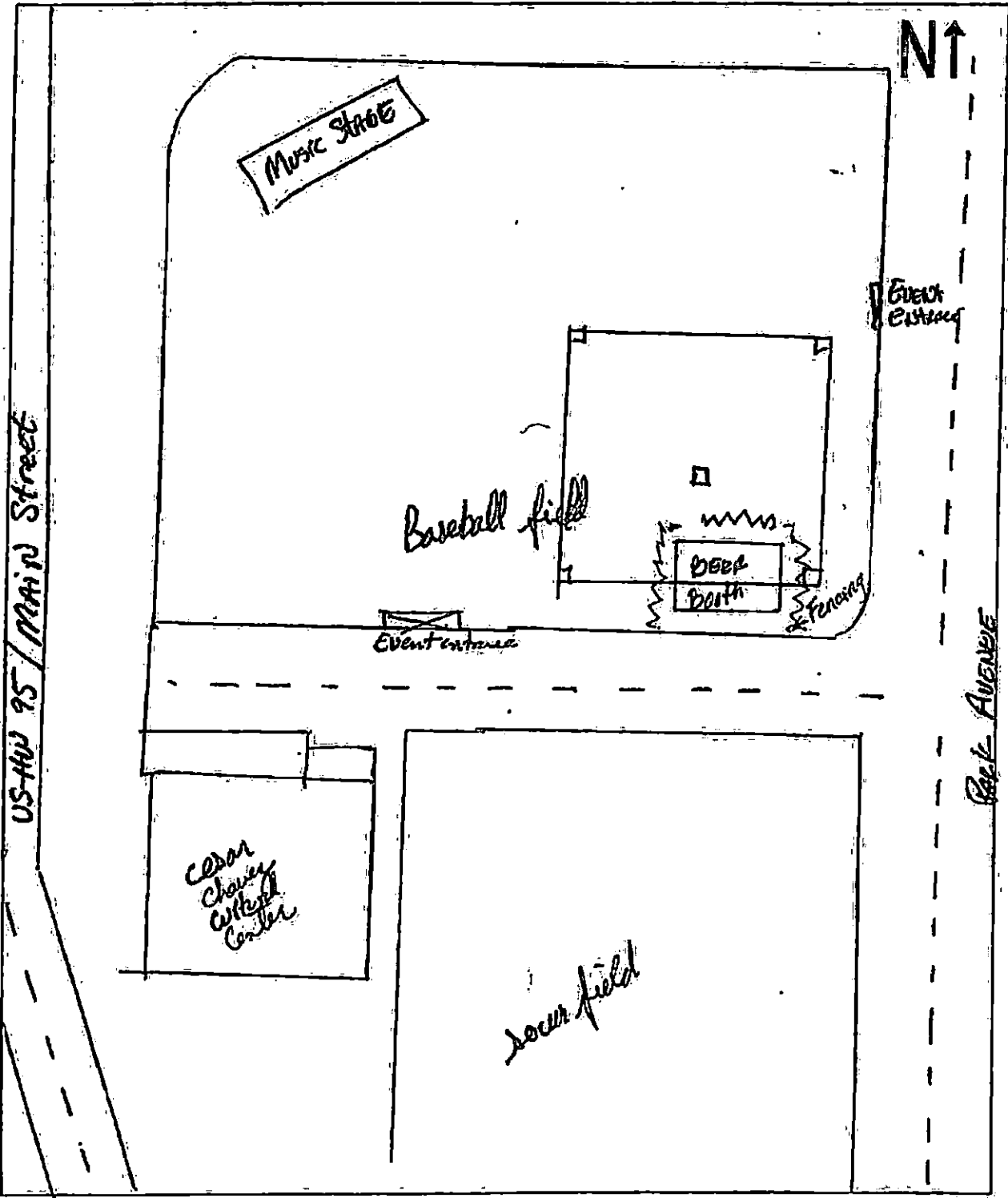
**A.R.S. § 41-1030. Invalidation of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees: enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.

E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency's adopted personnel policy.

F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	<b>CONTACT NAME:</b> Ali Sulita
	<b>PHONE (A/C, No, Ext):</b> 1-833-3ROTARY <b>FAX (A/C, No):</b> 630-285-4062 <b>E-MAIL ADDRESS:</b> rotary@ajg.com
<b>INSURED</b> All Active US Rotary Clubs & Districts San Luis FRONTERA Rotary, District 5500 ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Lexington Insurance Company
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES**                      **CERTIFICATE NUMBER:** 899307648                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	015375594	7/1/2021	7/1/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		015375594	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

### CERTIFICATE HOLDER

### CANCELLATION

City of San Luis  
965 N. Park Avenue  
San Luis, Arizona 85349  
San Luis FRONTERA Rotary, District 550  
Arte en la Calle held on Saturday, April 23, 2022 in San Luis, Arizona 85349

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## 2021 ANNUAL REPORT

### ENTITY INFORMATION

**ENTITY NAME:** SAN LUIS FRONTERA ROTARY CLUB, INC.  
**ENTITY ID:** 23077310  
**ENTITY TYPE:** Domestic Nonprofit Corporation  
**CHARACTER OF BUSINESS:** Any legal purpose  
**AUTHORIZED SHARES:**  
**ISSUED SHARES:**

### STATUTORY AGENT INFORMATION

**STATUTORY AGENT NAME:** BENESCH, SHADLE & WHITE, PLC  
**PHYSICAL ADDRESS:** 833 E. PLAZA CIRCLE STE 100, YUMA, AZ 85365  
**MAILING ADDRESS:**

### KNOWN PLACE OF BUSINESS

412 HENRY CHAVEZ CT., SAN LUIS, AZ 85349

### PRINCIPAL OFFICE ADDRESS

### PRINCIPAL INFORMATION

**Director:** MARIO SIXTO JAUREGUI - 412 HENRY CHAVEZ CT., P.O. BOX 159, SAN LUIS, AZ, 85349, USA - -  
**Date of Taking Office:**

**Incorporator:** MARIO SIXTO JAUREGUI - 412 HENRY CHAVEZ CT., P.O. BOX 159, SAN LUIS, AZ, 85349, USA -  
**-Date of Taking Office:**

**President:** LIZANDRO GALAVIZ - 744 CESAR CHAVEZ BLVD, SAN LUIS, AZ, 85349, USA - - **Date of Taking Office:** 07/01/2020

### SIGNATURE

**President:** LIZANDRO GALAVIZ - 04/13/2021



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. D.

**Meeting Date:** 03/23/2022

**Department Head:** Lizandro Galaviz, Interim City Manager, Administration

**Submitted By:** Crystal Ochoa, Administrative Coordinator, Parks & Recreation Department

**Action Requested:** Motion

---

#### ITEM:

Discussion and possible action on any and all matters regarding the selection of a proposal from a consulting agency to assist with the recruitment of a City Manager. **(Lizandro Galaviz, Acting City Manager)**

#### SUMMARY:

The City of San Luis staff has reached out to consulting agencies to assist with the recruitment of a City Manager. At the moment, staff has received proposals from Prothman and CPS HR Consulting. Prothman is a recruitment firm that specializes in providing national and regional executive recruitment services to cities, counties, districts and other governmental agencies. CPS HR Consulting specializes in the recruitment and selection of executive-level professionals in city, county, state, special districts and non-profit agencies.

The Prothman proposal is for \$6,500.00 which includes the fee for sourcing and outreach recruitment, plus the cost of advertising and direct mail. Per the attached proposal, Prothman will post the City Manager's position on the Prothman website and when candidates decide to apply, they will automatically be forwarded to our city online application process. This would give the city an idea of how many applications are being received and the city would be in charge of screening the applications and scheduling interviews.

The CPS HR Consulting proposal has three (3) professional fixed fees. CPS HR Consulting provides professional services for outreach only (includes brochures and advertising) for the amount of \$7,500.00. For professional services for partial recruitment (Phases I and II) they charge \$19,000.00. For professional services for full recruitment (Phase I, II, III) they charge \$25,000.00. These fees would be billed to the city and be paid on a monthly basis.

Staff would like to seek direction from Mayor and City Council to move forward with the recruitment process.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO \_\_\_\_\_.**

---

#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	YES
<b>CITY/STATE/FEDERAL FUNDS:</b>	CITY
<b>TOTAL:</b>	N/A
<b>BUDGETED AMOUNT:</b>	N/A

**AVAILABLE AMOUNT TO TRANSFER:**

N/A

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** 100-125-80005 Special Services / \$46,246.25

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

The fiscal impact will not exceed \$25,000.00 if the Council select the higher proposal. There is budget in the Human Resource Department in account 100-125-80005 Special Services to fund it due to savings on events, programs.

---

**Attachments**

Prothman - Proposal for City Manager Recruitment Services

CPS HR Consulting - Proposal for Recruitment Services for City Manager

---

**Proposal  
to provide recruitment services for the  
City of San Luis's  
next  
City Manager**



**Leadership is Key to the Sustainability of Any Organization**

*Character, integrity, and the commitment of a leader inspires those in the workplace to go the extra mile and can greatly influence the team's success in achieving its objectives.*

**Finding great leaders is what we do!**

***P*ROTHMAN**

**Executive Recruitment**

*Interim Staffing. Application Software. Job Board.*

## **STATEMENT OF QUALIFICATIONS**

### **ABOUT PROTHMAN**

Prothman specializes in providing national and regional executive recruitment services to cities, counties, districts, and other governmental agencies throughout the western United States. Founded in 2001, Prothman has become an industry leader known and respected for outstanding customer service, quality candidate pools, and our knowledge of local government.

### **OUR EXPERTISE**

**Recruitment Knowledge and Experience:** The Prothman team has conducted over 550 recruitments and interim placements. We have read and screened over 16,000 resumes, and we have personally interviewed over 7,000 semifinalist candidates. We know how to read between the lines, filter the fluff, and drill down to the qualities and experiences required to be a good manager.

**Firsthand Knowledge of Local Government:** Every Prothman team member has worked in local government. Our talented consultants have a cumulative 175 years in local government service, with expertise ranging from organization management, police and fire management, human resources, finance, public works and elected official public service.

### **OUR PROVEN PROCESS**

Clients and candidates continually tell us that we have the best process and client service in the industry. The tenure of our placements is among the best in the industry because we understand that "fit" is the most important part of the process; not just fit within the organization but fit within the community as well.

### **OUR GUARANTEE**

We are confident in our ability to recruit an experienced and qualified candidate who will be the perfect "fit" for your organization. Should the selected finalist leave the position or be terminated for cause within one year from the employment date, we will conduct a replacement search with no additional professional fee.

### **CONTACT INFORMATION**

Owner / President: Sonja Prothman - [sonja@prothman.com](mailto:sonja@prothman.com), 206.368.0050

371 NE Gilman Blvd, Suite 310, Issaquah, WA 98065

[www.prothman.com](http://www.prothman.com)

[www.prothman-jobboard.com](http://www.prothman-jobboard.com)

Submittal Date: February 4, 2022

### **COMMITMENT TO PROVIDE SERVICE**

Prothman commits to performing all services represented in this proposal.

## **STATEMENT OF QUALIFICATIONS - PROJECT TEAM**

### **Sonja Prothman - Project Lead**

Sonja directs the day-to-day operations of the Prothman Company and has over 15 years of experience in local government recruiting, interim placements, and organizational assessments. Sonja is a former councilmember for the City of Normandy Park, Washington, and brings to Prothman the “elected official” side of government – a vital perspective for understanding our clients’ needs. Sonja also brings private sector expertise having worked with the Boeing Company where she was on the start-up team as lead negotiator for schedules and deliverables for the first 777 composite empennage. A Seattle native, Sonja earned a bachelor’s degree in Communications from the University of Washington.

### **Jared Eckhardt - Project Support**

Jared has been a key member of the Prothman team for 7 years and is responsible for profile development and candidate outreach. Jared works one-on-one with the client for position profile development and works with Sonja and the lead consultant on each client’s outreach strategies. Jared also functions as recruitment support as a secondary lead consultant on recruitments and special projects. Jared graduated from the University of Washington earning his BA in Communications.

### **Madison Lindquist - Project Support**

Madison has been a member of the Prothman team for nearly 10 years and is responsible for Prothman’s social media, direct mail outreach, website development and Online Application Service support. Madison works one-on-one with the client to ensure optimal outreach in all available social networking resources and works with clients who choose to use the Online Application Service. Madison also functions as recruitment support. Madison graduated from the University of Washington earning her BA in Communications.

## **SAMPLE SCHEDULE**

**We are ready to start when you are!**

<b>Date</b>	<b>Topic</b>
Week of February 7 - 11, 2022	Work contract. Gather information for position profile. Send profile for review and edits.
February 14, 2022	Post Profile and Start Advertising
February 21, 2022.	Send Direct Mail
March 20, 2022	Application Closing Date

## **Sourcing & Outreach Only**

### **Position Profile Development**

**Working with you, we will create a position profile.** This document will be posted on our website. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
- ◆ **Organization & community specific information**
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

### **Advertising & Outreach Strategy**

Our staff will handle all advertising and outreach on your behalf. We have an aggressive recruitment strategy which involves the following:

- ◆ **Print and Internet-based Ads** placed nationally and locally in professional publications, journals and on related websites.
- ◆ **Targeted Direct Mail Recruitment Brochures** sent directly to city/county management professionals who are not actively searching for a new position. We will create, print, process and mail to all city/county managers/administrators in about 13 states.
- ◆ **Focused Candidate Outreach** via a job announcement sent to hundreds of personal emails from our database of city/county management professionals.
- ◆ **Posting the Position Profile on Prothman Facebook, LinkedIn, and on the Prothman Website**, which receives over five thousand visits per month from potential candidates.

### **Application Collection**

We will post your position on the Prothman Website on our "Open Recruitments" page. When candidates click on the "apply now", they will automatically be forwarded to your NEOGOV online application process, thus you will have full control of all applications as they come in.

**The City of San Luis handles all screening and interviews from this point**

### **Fee & Expenses**

The fee for a Sourcing & Outreach Recruitment is \$6,500, plus the cost for advertising and direct mail. We do not mark up the expenses and expense items include:

- Newspaper, trade journal, and associated website advertising (approx. \$1,600 – 1,900)
- Diversity Site Advertising, if requested (approx. \$600 - \$2,000)
- Direct mail announcements (\$1,800)

### **Warranty**

If a candidate is not chosen from the first pool of applicants, we will repeat the process with no additional fee, the only cost to you would be the cost for the advertising and direct mail.

## **DIVERSITY INITIATIVE**

### **Equal Opportunity**

*All qualified applicants are considered in accordance with applicable laws prohibiting discrimination on the base of race, religion, color, gender, age, national origin, sexual orientation, physical or mental disability, marital status or veteran status or any other legally protected status. We will provide assistance in the recruitment, application and selection process to applicants with disabilities who request such assistance.*

Local government serves each and every community member regardless of ethnicity, gender, race, background, or economy and as we specialize in "public" organizations, we see firsthand how diversity in the workforce allows for government agencies to better understand, communicate with, and enlist cooperation from residents in multi-cultural communities.

We can assure you that we recognize the importance and wisdom of a diversity rich candidate pool and for every recruitment we conduct, we have made it our mission to reach out to and attract the most qualified and diverse candidate pool as possible for our clients. If we are chosen to be your executive recruiting partner, we will do so with the common goal of finding your organization a diverse and qualified pool of candidates.

PROPOSAL

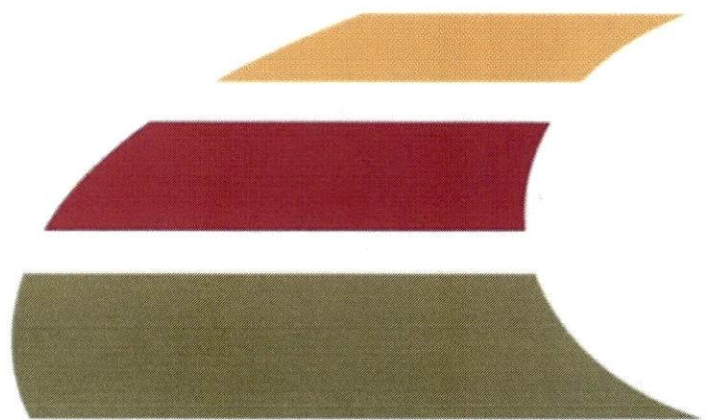
## City of San Luis

Executive Recruitment Services for  
City Manager

SUBMITTED BY:  
MELISSA ASHER  
*Sr. Practice Leader, Products and Services*

CPS HR Consulting  
2450 Del Paso Road, Suite 220  
Sacramento, CA 95834  
P: 916-471-3358  
masher@cpshr.us  
Tax ID: 68-0067209

[www.cpshr.us](http://www.cpshr.us)



Your Path to Performance

February 25, 2022

Maria Muñoz  
Human Resources Coordinator  
City of San Luis  
1090 E. Union Street  
PO Box 1170  
San Luis, AZ 85349

***Submitted via email to: [MMunoz@sanluisaz.gov](mailto:MMunoz@sanluisaz.gov)***

**Subject: Executive Recruitment for City Manager**

Dear Ms. Muñoz:

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist the City of San Luis (City) with the recruitment of a new City Manager. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies with executive search, screening, and placement.

We understand that each agency is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

CPS HR offers a broad spectrum of human resource services while delivering personalized, results-oriented services, utilizing best practice methods of recruitment and selection strategies from our team of recruitment experts. Each recruitment is an opportunity to shape and prepare your organization for the future. We understand how important this transition is for you and are perfectly placed to assist you in this endeavor. Once this project begins, we will work with the City to tailor our process to highlight this exciting opportunity and attract the best possible candidates.

It is our commitment to work in partnership with your organization to a successful result.

Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, **please contact me at [masher@cpshr.us](mailto:masher@cpshr.us) or (916) 471-3358.**

Sincerely,



Melissa Asher  
Senior Practice Leader, Products and Services

# Table of Contents

---

About CPS HR Consulting .....	1
Recruitment Experts .....	2
Benefits of selecting CPS HR Consulting .....	4
Our Approach.....	5
Key Stakeholder Involvement .....	5
City’s Needs.....	5
Commitment to Communication .....	5
Aggressive, Proactive, and Robust Recruitment.....	5
Diversity Outreach Process .....	6
Methodology and Scope of Work.....	7
Phase I - Develop Candidate Profile and Recruitment Strategy .....	7
Phase II – Aggressive, Proactive, and Robust Recruitment.....	8
Phase III – Selection .....	10
Timeline.....	12
Our Executive Recruiting Team.....	13
Team Biographies.....	13
References .....	14
Professional Fees .....	16
Professional Services.....	16
One-Year Service Guarantee.....	16
Appendix A: Sample Brochure .....	17

## About CPS HR Consulting

*CPS HR Consulting has been assisting organizations with their talent management needs for over 35 years.* We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America. Our core competency is its knowledge of and expertise in the public sector.



CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

CPS HR occupies a unique position among its competitors in the field of government consulting; as a Joint Powers Authority, whose charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts, Higher Education, and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients' operational and business needs.

With more than 93 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that help public sector organizations impact the communities they serve. CPS HR has worked with more than 1,200 government and public/non-profit clients throughout the United States and Canada.

Our headquarters are located in Sacramento, California. We have regional offices in Austin, TX; Littleton, CO; and Orange County, CA.

## Recruitment Experts

CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the agency's unique needs. Our wealth of recruitment experience has been gained through **more than 19 years** of placing top and mid-level executives in public agencies throughout the United States.

- **Unmatched Recruitment Experience for Government Agencies.** CPS HR has extensive experience in recruiting executive-level professionals for public agencies across the United States. As a public agency ourselves, we understand how to work with and within government. Our understanding of public sector culture and policy uniquely sets us apart from our competitors.
- **Seasoned Executive Recruiters.** Our recruiters possess a high level of expertise in recruiting and placing executive-level professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.
- **Detailed Needs Assessments.** We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.
- **Success Recruiting Non-Job Seeking Talent.** We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.
- **Vast Pool of Public Agency Contacts.** CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.
- **Satisfied Clients.** *Our executive search client satisfaction rating averages 4.6 on a scale of 5.* While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR Consulting does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.
- **Retention/Success Rate.** Our success rate is tied to the longevity of the candidates we place, currently more than 91% of our placements are still in their position after two years.

- **Partial list of recruitments.** Below is a brief listing of recent recruitments to show our experience with similar recruitments.

Agency	Title	Year Completed
City of Dallas (TX)	Assistant City Manager	Current
City of Surprise (AZ)	City Manager	Current
County of Yolo (CA)	County Administrative Officer	Current
City of Nogales (AZ)	City Manager	Current
City of Aztec (NM)	City Manager	Current
City of Piney Point Village (TX)	City Administrator	2022
City of Aurora (CO)	Deputy City Manager	2021
City of Dickinson (TX)	City Manager	2021
City of Dayton (TX)	City Manager	2021
City of San Leandro (CA)	City Manager	2021
County of Los Alamos (NM)	County Manager	2021
City of Hercules (CA)	City Manager	2021
City of Clayton (CA)	City Manager	2021
City of Marysville (CA)	City Manager	2021
County of Yolo (CA)	Assistant County Administrative Officer	2021
County of Flathead (MT)	County Administrator	2021
City of Greeley (CO)	Deputy City Manager	2020
City of Reno (NV)	City Manager	2020
City of Bozeman (MT)	City Manager	2020
City of Richmond (CA)	City Manager	2019
City of Columbia (MO)	City Manager	2019
City of Union City (CA)	City Manager	2019
Town of Paradise Valley (AZ)	Town Manager	2019
City of Carson (CA)	City Manager	2019
City of East Palo Alto (CA)	City Manager	2019
City of Woodland Park (CO)	City Manager	2018
City of Modesto (CA)	City Manager	2018
Churchill County (NV)	County Manager	2018
City of Sacramento (CA)	Assistant City Manager	2018
County of San Luis Obispo (CA)	City Manager	2018

Agency	Title	Year Completed
City of Goodyear (AZ)	City Manager	2018
County of Imperial (CA)	County Executive Officer	2018

## Benefits of selecting CPS HR Consulting

CPS HR brings a wealth of expertise and innovation to the recruitment of the City of San Luis's City Manager. Our recently revamped brochure format is now in an electronic flipbook format providing an exceptional venue for showcasing the attributes of the City. We also use LinkedIn Recruiter, the most robust LinkedIn recruiting package, to assist in identifying the candidates who are the best fit for our clients' needs. We use industry-specific advertising platforms and are constantly striving to find the best way to reach passive candidates.

Our outreach strategy takes a broad-brush approach towards finding candidates from atypical sources. These methods include using LinkedIn's data analytics to find experienced candidates from a variety of industries, reaching out to regional and national leaders and influencers for unique referrals, and advertising with a wide variety of sources. Local government has many nuances that current practitioners are well versed in, and CPS HR can ensure that the core skillsets of managing staff, budgets, and programs are in place.

Long before COVID-19 came into the common vernacular, CPS HR was engaged in a digital transformation to modernize and retool our services to provide remote support to our clients. Our standard platform is Microsoft Teams™, where we collaborate with our team members and even client staff to ensure a seamless flow of information. This investment has paid dividends during the remote working revolution over the last six months. We have not observed a decrease in the quality of the recruitment and selection process for our clients, and an overwhelming majority of clients have made hires using only our interview process conducted through Microsoft Teams™.

Several good examples of success are our City Manager recruitments for Bozeman, Montana and Reno, Nevada. CPS HR conducted the recruitments during COVID-19, and City Council members were able to interview each candidate and feel comfortable about reaching a consensus on a final selection using only the virtual environment without ever having met the candidate.

We are also able to adapt to other technologies and protocols that the client may have. Because our staff has been working remotely for several years, we are extremely flexible and can meet your needs according to your level of comfort and security.

That being said, we're also being hired to take as much off your plate as you desire, and we have successfully worked with very busy clients and hiring managers who want us to single-handedly manage the process from start to finish. One of our greatest skillsets is adaptation – we work with some of the largest cities and counties in the nation as well as with the smallest special districts and non-profits. Whatever your work and communication style is, we have seen it before and will deliver on your expectations of us.

## **Our Approach**

---

### Key Stakeholder Involvement

The City Council on behalf of the City of San Luis must be intimately involved in the search for a new City Manager. Our approach assumes their direct participation in key phases of the search process. At the discretion of the City Council, other key stakeholders may also be invited to provide input for the development of the candidate profile.

### City's Needs

A critical first step in a successful executive search is for the City Council to define the professional and personal qualities required of the City Manager. CPS HR has developed a very effective process that will permit the City Council to clarify the preferred future direction for the City; the specific challenges the City is likely to face in achieving this future direction; the working style and organizational climate the City Council wishes to establish with the City Manager; and ultimately, the professional and personal qualities required of the City Manager.

### Commitment to Communication

Throughout the recruitment process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments.

CPS HR's communication continues once you have selected the new City Manager. We will contact the Mayor and the newly appointed City Manager within six months of appointment to ensure an effective transition has occurred.

### Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates. We use advertisements, directly email the outreach brochure, post messages and connect with potential candidates on business media such as LinkedIn, and of course, pick up the phone and call qualified individuals and referral sources.

## Diversity Outreach Process

CPS HR strives to attract the most highly qualified, diverse candidate pool possible. We are pleased that our diligent efforts have resulted in more than 57% of our executive level placements being minority and/or female candidates within the past three years. Our City Manager search for the City of East Palo Alto is an excellent example of our diverse outreach process. The City's demographics are 6% White, 16% Black, 4% Asian, 7% Pacific Islander, 64% Hispanic, and 3% Other. It was a high priority of the Mayor and City Council to pursue and demonstrate a diverse outreach process.

We accomplished this by advertising with organizations like the National Forum for Black Public Administrators and the Local Government Hispanic Network in order to reach these specific population groups. We also sought candidate referrals from local subject matter experts and the national leadership of groups like Women Leading Government. By taking the time to directly contact these influential industry experts, we ensured that we captured the maximum number of distinguished candidates – particularly those who are well-known in their industries, but who may not be actively looking for a new job.

The result was an incredibly diverse finalist group and our successful placement was an experienced Hispanic candidate. The elected officials were quite pleased with the process and end result. In fact, one Councilmember mentioned that he had checked with neighboring communities behind the scenes regarding their recent recruitments and could confirm that our candidate pool was most impressive in comparison – likely in terms of quantity, quality, and diversity.

## Methodology and Scope of Work

Our proposed executive search process is designed to provide the City with the full range of services required to ensure the ultimate selection of a new City Manager uniquely suited to the City's needs.



**Phase I:** Our consultant will meet with the City Council to ascertain the City's needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the City.

**Phase II:** The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with contacts with qualified individuals from our extensive database.

**Phase III:** The selection process is customized for the City. CPS HR will work with the City Council to determine the process best suited to the City of San Luis.

### Phase I - Develop Candidate Profile and Recruitment Strategy

- Task 1 - Review and Finalize Executive Search Process and Schedule**
- Task 2 - Key Stakeholder Meetings**
- Task 3 - Candidate Profile and Recruitment Strategy Development**
- Task 4 - Develop Recruitment Brochure**

The first step in this engagement is a thorough review of the City's needs, culture and goals; the executive search process; and the schedule. CPS HR will work in conjunction with the City Council to determine an appropriate stakeholder and community engagement process that engages a broad range of input to inform the search. Stakeholder and community engagement can take several different forms such of anonymous online surveys, in-person community meetings, online community meetings, and meet and greet sessions, all designed to be inviting and inclusive. Activities will include:

- Identifying key priorities for the new City Manager and the conditions and challenges likely to be encountered in achieving these priorities.

- Describing the type of working relationship the City Council wishes to establish with the City Manager.
- Generating lists of specific competencies, experiences, and personal attributes needed by the new City Manager in light of the discussions above.
- Discussing recruitment and selection strategies for the City Council's consideration to best produce the intended results.

CPS HR will provide a summary to the City stemming from these activities as an additional source of information for developing the candidate profile and selection criteria.

Following the completion of these discussions, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the City for review. Please refer to **Appendix A** for a sample brochure. Additional brochure examples are available on our website at [www.cpshr.us/search](http://www.cpshr.us/search).

## Phase II – Aggressive, Proactive, and Robust Recruitment

### Task 1 – Place Advertisements

### Task 2 - Identify and Contact Potential Candidates

### Task 3 – Resume Review and Screening Interviews

### Task 4 – City Council Selects Finalists

The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database.

CPS HR will prepare, submit for your approval, and publish advertisements on professional and affiliate websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy. Examples may include:

Advertising Sources	
• Public CEO	• Engaging Local Government Leaders
• ICMA	• Careers in Government
• LinkedIn	• National Forum for Black Public Administrator
• Governmentjobs.com	• Local Government Hispanic Network
• National League of Cities	• League of Women in Government
• League of Arizona Cities and Towns	

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of

the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks.

*CPS HR is focused on reaching a diverse candidate pool* and would recommend publications/websites that are targeted to minority and female candidates. In addition to placing ads on websites aimed at minority candidates, we will contact leaders within appropriate associations to gain their insight and referrals of possible candidates.

***Within the past three years, more than 57% of our executive level placements have been minority and/or female candidates.***

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the City Manager brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

CPS HR maintains a comprehensive, up-to-date database of industry leaders and experienced professionals; however, we do not rely solely upon our current database. We also conduct research to target individuals relevant to your specific needs and expectations to ensure that we are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates.

We will:

- Convey a strong sense of the purpose and strategy of the City. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Provide guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area.
- Actively seek highly qualified candidates who may be attracted by the prospect of collaboration with other departments, providing exceptional leadership to the City or continuing to ensure the public confidence in the integrity of the City.

CPS HR will directly receive and initially screen all resumes. This screening process is specifically designed to assess the personal and professional attributes the City is seeking and will include a thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials. CPS HR will personally speak to selected candidates during a preliminary screening interview and will spend extensive time ascertaining each candidate's long-term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will gather data on any other unique aspects specific to this recruitment based upon the candidate profile, as well as conduct internet research on each candidate interviewed.

CPS HR will prepare a written report that summarizes the results of the recruitment process and recommends candidates for further consideration by the City Council. Typically, the report will recommend five to eight highly qualified candidates and will include resumes and a profile on each interviewee's background. CPS HR will meet with the City Council to review this report and to assist them in selecting a group of finalists for further evaluation.

### Phase III – Selection

**Task 1 - Design Selection Process**

**Task 2 - Administer Selection Process**

**Task 3 – Final Preparation for Appointment**

**Task 4 – Contract Negotiation (if requested)**

CPS HR will design a draft selection process based on information gathered in Phase I. We will meet with the City to review this process and discuss the City's preferred approach in assessing the final candidates. The selection process will typically include an in-depth interview with each candidate but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

We will coordinate all aspects of the selection process for the City. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; facilitating the interviews; assisting the City with deliberation of the results; and contacting both successful and unsuccessful candidates.

Following the completion of the selection process, CPS HR will be available to complete the following components:

- **Arrange Follow-up Interviews/Final Assessment Process:** Should the City wish to arrange follow-up interviews and/or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.
- **Conduct In-Depth Reference Checks:** The in-depth reference checks are a comprehensive 360-degree evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made, contingent upon that reference being successfully completed, so as not to jeopardize the candidates' current employment situation.) Candidates are requested to provide a minimum of five references. CPS HR is able to ascertain significant, detailed information from reference sources due to our commitment to each individual of confidentiality, which leads to a willingness to have an open and candid discussion and results in the best appointment for the City. A written (anonymous) summary of the reference checks is provided to the City.

- **Conduct Background Checks:** Upon a conditional job offer, we will arrange for a background check of a candidate's records on driving, criminal and civil court, credit history, education, published news, and other sensitive items. Should any negative or questionable content appear during these checks, CPS HR will have a discussion with the finalist(s) and will present a full picture of the situation to the City for further review.
- **Contract Negotiation (if requested):** Successful negotiations are critically important, and we are available to serve as your representative in this process. With our expertise, we can advise you regarding current approaches to various components of an employment package. We can represent your interests with regards to salary, benefits, employment agreements, housing, relocation, and other aspects, with the ultimate goal of securing your chosen candidate.

## Timeline

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. All search activities up to and including the selection of a new City Manager can be completed in 14 to 16 weeks. The precise schedule will depend on the placement of advertising, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is presented below.

Task Name	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting/ Candidate Profile	➤															
Draft Brochure		➤														
Brochure Approved/ Printed & Place Ads			➤													
Aggressive Recruiting					➤											
Final Filing Date							➤									
Preliminary Screening									➤							
Present Leading Candidates										➤						
Semi-finalist Interviews													➤			
Reference/ Background Checks														➤		
Final Interviews														➤		
Appointment															➤	
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

## Our Executive Recruiting Team

CPS HR has assembled a strong project team with each member possessing extensive recruiting experience and a direct, in-depth understanding of local government. Our executive recruitment team will work collectively to fulfill the City's needs in a timely and effective manner. We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows. We will not utilize subcontractors for these services. No staff members will be removed or replaced without the prior written concurrence of the City.

Role/Project Assignment	Name	Phone	Email
Manager, Executive Recruitment	Pamela Derby	(916) 471-3126	pderby@cpshr.us
Executive Recruiter	David Niemeyer	(916) 263-1401	dneimeyer@cpshr.us
Senior Executive Recruiter	Paula Adams	(916) 471-3350	padams@cpshr.us

### Team Biographies

#### **Pamela H. Derby, Manager, Manager, Executive Recruitment**

Since joining CPS HR Consulting in 2003, Pam Derby has conducted a wide range of recruitments for county, city, special district and association executives including city attorney, executive director, general manager, city manager, assistant and deputy city manager, Chief of Police, community and economic development director, human resource director, finance director, city administrator, registrar of voters, library director, and director of information technology in addition to specialized support positions. She specializes in recruitments requiring extensive stakeholder and community engagement and has perfected these processes for CPS HR.

Prior to joining CPS HR, Ms. Derby served as the Aide to the Yuba County Board of Supervisors serving as the Board's liaison to County Department Heads, the community, and the media. This experience provided her with a unique perspective into the special circumstances that exist in a Board/Council-Manager relationship and a keen awareness of the inner workings of local government. She is sensitive to balance the wants of the community with the needs of the client so as to tailor a recruitment process that reaches out to the most appropriate candidates and ensures a diverse group of individuals from which to make a selection. She has successfully employed these techniques in jurisdictions ranging from under 10,000 to 10 million. Moreover, she employs a firmly-held personal philosophy that candidates must be treated with the same respect and careful consideration as her client.

### **David J. Niemeyer, Executive Recruiter**

David Niemeyer brings an extensive experience in government services to the CPS HR Consulting Executive Recruitment team through his roles as Village Manager, City Manager, Village Administrator, and City Administrator/Assistant to the Mayor, all in the state of Illinois. Human resources and senior executive recruitment are areas that he excels in and thoroughly enjoys.

Mr. Niemeyer led recruitments for over 15 department head vacancies as well as numerous other management positions. This included preparing recruitment profiles and brochures, screening candidates and creating a list of top candidates for the elected officials, developing interview questions, managing assessment centers, conducting background checks, and negotiating employment offers. His most recent large recruitment was for the police chief of Tinley Park which included a day long assessment center.

Additionally, he has worked in a variety of different communities in terms of wealth, demographic, political stability, culture and differing goals. A candidate that is successful in one community may not be successful in other, and so it is important that a recruiter understands the importance of candidate fit in an organization. Mr. Niemeyer's experience in diverse communities will help in screening candidates that are a good match for an organization.

### **Paula Adams, Senior Executive Recruiter**

Paula Adams brings over 25 years of public sector Human Resources experience with extensive managerial assignments as Human Resources Director and Director of Airports Administration with the City of Los Angeles.

Ms. Adams is well known for thinking strategically, contributing a constructive point of view, dissecting organizational barriers and applying active listening. Ms. Adams has been a leader on a few strategic planning design teams and held a leadership role with organizational cultural shifting to foster diversity and inclusion in the workplace.

For 21 years, Ms. Adams had a leadership role for Los Angeles World Airports (LAWA), one of the largest airport complexes in the world. As an established and credible leader with Human Resources – Ms. Adams led recruitments for Deputy Executive Director, Assistant Airport Police Chief, Airport Police Chief, and Chief Financial Officer at LAWA.

Ms. Adams holds a Master of Public Administration from CSU Dominguez Hills and a Certificate in Corporate Litigation from UCLA Extension and serves on the Board of Directors of the Western Region International Public Management Association for Human Resources (WRIPMA) and is the 2021-2022 WRIPMA President.

## References

---

Provided below is a partial list of clients we have recently worked with in providing similar executive recruitment services. We are confident that these public-sector clients will tout our responsiveness and ability to successfully place candidates that were a good fit for their organization's needs.

CLIENT/POSITIONS	CONTACT(S)
<b>City of Dayton</b> 117 Cook Street Dayton, TX 77535  City Manager (2021)	Tammy Alexander, HR Director (936) 258-2642 ext. 1145 talexander@daytontx.org
<b>City of Tucson</b> 255 W. Alameda Tucson, AZ 85701  City Manager (2021)	Liana Perez (520) 791-4204 Liana.Perez@tucsonaz.gov
<b>City of Bozeman</b> 121 N Rouse Ave. Bozeman, MT 59715  City Manager (2020)	Dennis Taylor, Interim City Manager (541) 729-5510 dmt4mt@aol.com

## Professional Fees

### Professional Services

Our professional fixed fee covers all CPS HR services and deliverables associated with **Phases I, II, and III** for a **Full Recruitment** process. We are also including professional fees associated with **Partial Recruitment (Phase I and II)** and **Outreach Only Services**.

Travel expenses for candidates who are invited forward in the interview process are not included. However, should the City desire CPS HR's Travel Team to assist with these arrangements, we are happy to do so. This might require an amount be added to our contract.

Professional Fixed Fees*	
Professional Services for Outreach Only (includes brochure and advertising)	\$7,500
Professional Services for Partial Recruitment (Phases I and II)	\$19,000
Professional Services for Full Recruitment (Phase I, II and III)	\$25,000

\*Professional fees would be billed and paid monthly.

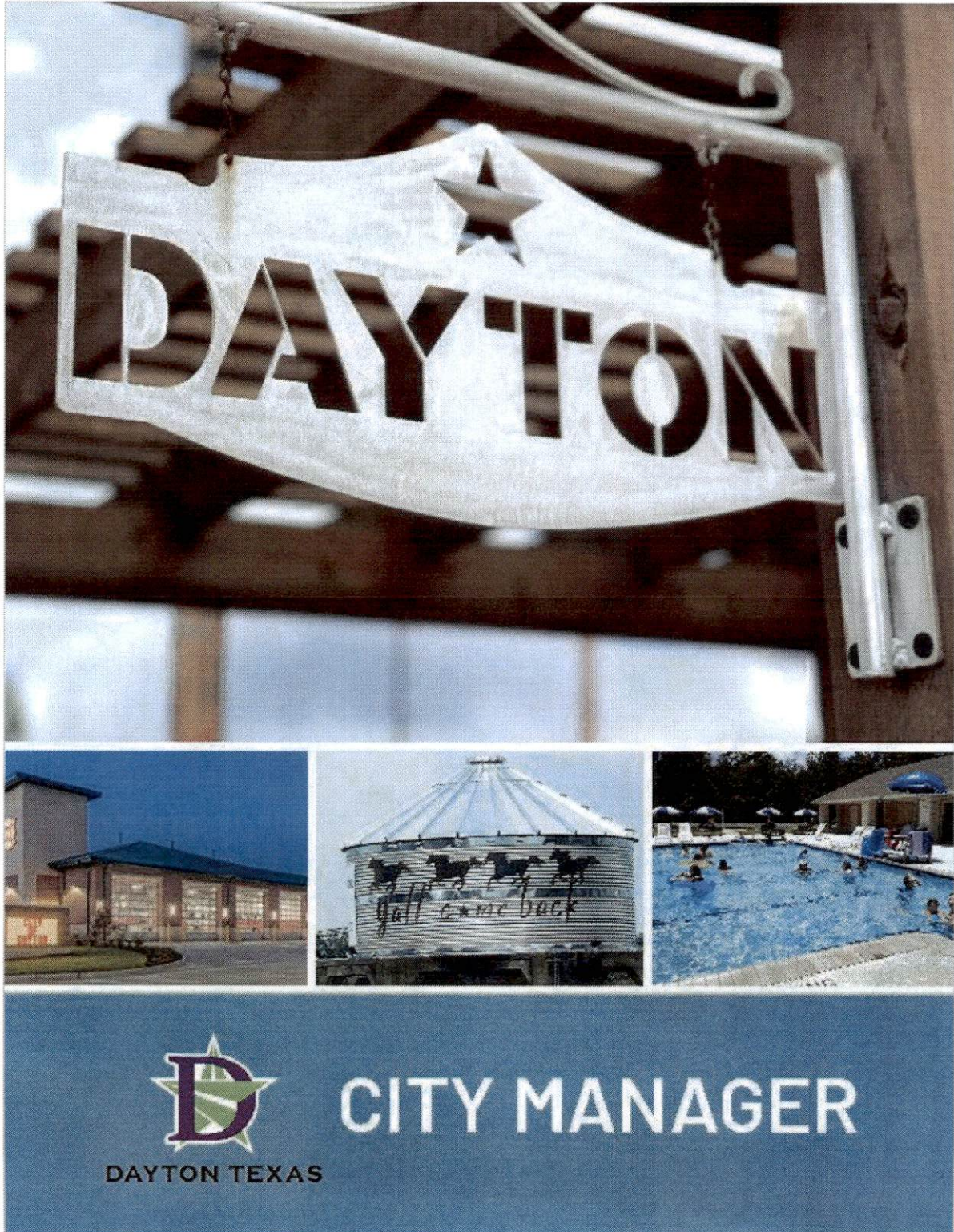
### One-Year Service Guarantee

If the employment of the candidate selected and appointed by the City as a result of a **full executive recruitment (Phases I, II, and III)** comes to an end before the completion of the first year of service, CPS HR will provide the City with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The City would be responsible only for expenses such as re-advertising, consultant travel, additional background checks, etc. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.



*We thank you for your consideration of our proposal. We are committed to providing high quality and expert solutions and look forward to partnering with the City of San Luis in this important endeavor.*

## Appendix A: Sample Brochure





## ■ THE CITY

Dayton, Texas is a rapidly growing community. With a median age of 34 we have many young families eager for economic growth. A steady growth rate and a proud community spirit means the City of Dayton is not only a great place to raise a family but is looking for highly trained outstanding professionals to take on the task of helping the city grow.

Dayton is a great place to live, work, and play. Located 30 miles east of Houston, Dayton offers the slower pace of a small community, with every amenity offered nearby in the country's 4th largest city, offering a quality of life not easily found in suburbia.

All roads (and railways) lead to Dayton: Four highways converge in Dayton: U.S. Hwy 90, part of the historic Old Spanish Trail Highway system, State Hwy 146, State Hwy 321, and F.M. 1960. Access between the city and the greater Houston area will be even easier beginning in 2022, with the completion of the Grand Parkway (SH-99), a 180-mile third loop around Houston which will pass through the west portion of Dayton. Union Pacific recently expanded their rail car capacity by adding 260 acres of storage space. Two major rail-served business parks are under construction, adding over 1,300 acres of land for industrial growth. From our roots as a processing and shipping point for the area's rice farmers, to our connectivity as a transportation hub for products of all types, Dayton is firmly positioned as a logistics and transportation center, which means jobs and economic stability.

Well-paying jobs and economic stability lead to growing neighborhoods and retail centers which Dayton is already experiencing. River Ranch, a 7,000-acre master-planned development will bring both homes and retail to the area. Phase I is currently underway and will consist of 1,300 homes, and 135 acres of commercial real estate. Other master-planned communities and neighborhoods are being planned.

Dayton is poised to become only the second city in Texas to offer gigabit internet access as a city utility. In 2019, City Council approved moving forward with a city owned fiber network (DayNet) to provide Dayton residents and businesses with fast and reliable internet service. The city expects to roll out this new service in October 2021.

## ■ GOVERNANCE

Dayton operates as a council-manager form of government with home rule status. The Dayton City Council is comprised of five Council Members, and a Mayoral position elected at-large by place. Council Members and the Mayor are each elected to a term of two years, with elections staggered so that no more than three members are up for election in a particular year.

The City Council appoints two positions: City Manager and the Municipal Judge. The Council contracts with an external firm to provide legal services as the City Attorney.

The City Manager is the chief executive for the city and leads a highly dedicated professional city staff, including a Deputy City Manager who oversees Public Safety and an Assistant City Manager who oversees Development Services respectively.

With over 100 FTE positions, the City of Dayton is composed of the following departments: City Secretary, Human Resources, Development and Planning (includes Building Inspections, Code Services, Planning, Parks, Community Services, and Library), Finance (Includes Budget, Purchasing, and Utility Billing), Information Technology, Municipal Court, Police (includes Animal Control), and Public Works (including Streets, Drainage, and Maintenance).

The city is served by an all-volunteer fire department, with an ISO 2 rating, and contracts Emergency Medical Services. In addition, the city has established a Type B economic development entity, the Dayton Community Development Corporation. The City Manager will be responsible for planning and executing community development and economic development projects in partnership with the DCDC, which is comprised of a city-council appointed board. The City Manager will report to the Mayor and City Council and will have a contractual agreement with the DCDC board related to any current and future economic development activities and projects. The DCDC board is a legislative body that is subject to Council approval.

With an annual operating budget of \$20.3 million, Dayton's conservative approach to its finances has earned an S&P AA- (stable) bond rating and has created a fiscally sound organization. The General Fund is resourced primarily through property taxes and sales taxes.

The City of Dayton has won several awards including the Certified Scenic City, Community of the Year, the Golden Trowel Award, and numerous finance awards.

Additional information about the City of Dayton, including the city's budget, organizational chart and staffing levels are available on the city's website, [www.cityofdaytontx.com](http://www.cityofdaytontx.com)



## ■ POSITION OVERVIEW

The City Manager is the Chief Administrative officer for the city and provides administrative oversight to all functions of the City of Dayton. The city owns a very distinct position on who we are as an organization. We provide our residents with the highest quality of life possible. We are committed to making Dayton a wholesome, business-friendly, and dynamic community for our residents. We succeed in the mission by taking pride in our SHINE Principles.

In addition to being ethical, qualified, experienced, and possessing the knowledge, skills, and abilities necessary to perform the essential duties and responsibilities of the role, the City Manager in Dayton must be an effective advocate of the SHINE Principles:

**Service** - Public service is a badge of honor

**Humility** - It is a privilege to serve the City of Dayton

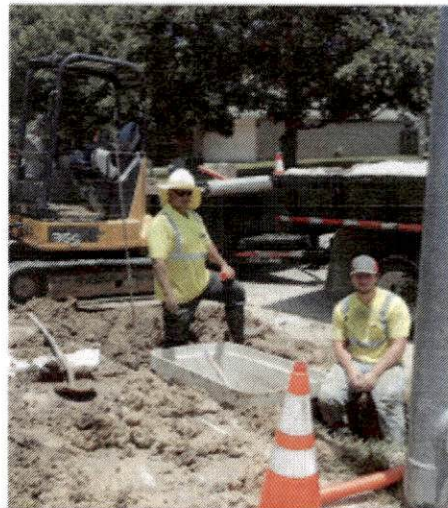
**Integrity** - Transparent, open communication and honesty build trust

**Nobility** - We are held to a higher standard

**Excellence** - We get the job done right the first time

### **Key Areas of Responsibility:**

- Appoints, hires, removes directors of departments and appoints, hires, removes directly or through subordinates, other city employees all within the provisions of the City Charter
- Establishes and enforces the city's policies, procedures, ordinances, and regulations
- Confers with public officials and citizen groups to enlist cooperation and explain the city policy, procedures, and actions
- Oversees the construction and maintenance of the city's infrastructure, such as roadways, water and sewer
- Plans and executes community development and economic development projects in the City of Dayton. Prepares the budget annually and submits it to the City Council for adoption and is responsible for its administration after adoption
- Monitors execution of budget during the year and advises the Council of the financial status of the city and its future needs to include preparing an annual report on the finance, administration, services, employee paygrades and merit, and capital improvement activities of the city
- Executes deeds, deeds of trust, easements, releases, contracts, utility franchises and other instruments binding the city to financial agreements and obligations that are consistent with the City Charter, Ordinances and directives; works with new and existing partners to create, negotiate and implement development incentives.
- Communicates, develops, and activates a comprehensive economic development program which utilizes community feedback to establish goals and measure performance. Develops and implements strategies and goals for promotion of Dayton to outside business interests, coordinate economic development recruitment efforts utilizing various Economic Development tools.





## ■ CHARACTERISTICS OF THE IDEAL CANDIDATE

The new City Manager will need to have the political aptitude and emotional intelligence to effectively lead a high-performing team, have a heart for the community, a passion for public service, and a business-mindset dedicated to the continuous improvement of city services across all sectors of the population.

The successful candidate will be a bridge builder that embraces collaborative partnerships, has exceptional communication skills and a leadership presence, both within the organization and in the community. This dynamic leader must also be a values-based professional that is deeply committed to transparency and will make decisions that are in the best interest of the Dayton employees and the community as a whole.

The ideal candidate for the next City Manager shall have the following core competencies:

- **Politically Astute / Community Collaborator** – Successfully engages with the Mayor and Council, senior management, external stakeholders, and civic leaders; maintains positive, productive community partnerships and collaborations; maintains relationships with other local state, regional and state elected officials and agencies; conducts meetings with prospects, and attends economic development forums.
- **Leadership** – Empowers a diverse and inclusive workforce; creates an environment where ideas are fostered and nurtured; exhibits engaging and approachable behavior; listens attentively to understand the needs, intentions, and values of others.
- **Financial Development / Acumen** – Ensures innovative revenue development strategies; ensures continual adherence to generally accepted accounting principles, and related budget and financial matters; understands and can manage operations within budget constraints; experience with all forms of government finance mechanisms; experience with Hotel Occupancy Tax regulations.
- **Forward-Thinking** – Has patience and perseverance to foster a vision and direction for the city; seeks “best practices” and trends for continued growth and relevance; develops short and long-range plans, strategies, priorities, goals, and objectives.
- **Problem-Solving and Strategic Thinking** – Demonstrates the ability to analyze, interpret and effectively identify and solve problems; makes informed decisions, and successfully addresses complex organizational challenges; provides/implements creative solutions and provides direction by clearly and effectively setting courses of action.
- **Talent Development** – Provides guidance, opportunities and motivation to develop and strengthen knowledge, skills, and competencies to improve employee’s capabilities; exemplifies an authentic and strong character with integrity; sets high expectations; inspires and motivates others; coaches and mentors a high performing team of employees.
- **Adaptable and Manages Change** – Able to adapt to ongoing challenges and capable of shifting direction when necessary; effectively communicates within the organization.
- **Communication Skills** - Exceptional listener; outstanding communicator with exceptional interpersonal, analytical, written, and verbal communication and presentation skills; handles sensitive situations with tact and diplomacy.
- **Results Oriented** – Improves and sustains superior project and program delivery; maintains and builds high-performing teams that hold themselves and staff accountable for their performance; delegates appropriately; optimizes resources; pursues achievable goals and works strategically to achieve them.

## ■ MINIMUM QUALIFICATIONS

A bachelor's degree in Public Administration or related field is required. Master's degree is preferred. A Minimum 5 years' experience in Public Administration, and at least 3 years of which were in supervision. A combination of education and experience that indicates a level of skill and knowledge necessary to fulfill the duties of this position may be considered in lieu of the education and experience requirements listed above. The selected candidate must live in the City of Dayton or move to the city within 6 months of employment. Economic Development certification (CEcD) is desirable.

## ■ COMPENSATION & BENEFITS

The salary range is **\$180,000 - \$230,000** and is dependent on relevant knowledge and experience of the candidate selected. The City of Dayton offers an excellent benefits package including participation in the Texas Municipal Retirement System. Other benefits include:

- Health, Dental, Vision, Long-Term Disability, and Life Insurance
- Retirement plan through TMRS and ICMA
- Employee Assistance Program
- Paid holidays (12.5 plus your birthday)
- Paid vacation and sick time
- Longevity bonus
- Continuing education and certification opportunities

Candidates deemed to have the most relevant backgrounds will be invited to participate in a preliminary screening interview with the consultant. Those individuals determined to be best suited will be invited to participate further in a formal assessment process. An appointment is anticipated upon the completion of comprehensive reference and background checks.

For additional information about this position please contact:

**KYLIE WILSON**

Senior Executive Recruiter

(916) 471-3325 • [kwilson@cpshr.us](mailto:kwilson@cpshr.us)

[www.cpshr.us](http://www.cpshr.us)

CPS HR  CONSULTING

## ■ APPLICATION PROCESS & RECRUITMENT SCHEDULE

To be considered for this exceptional career opportunity, submit your resume, cover letter, and a list of six work-related references (who will not be contacted without prior notice) by **Monday, October 18, 2021**.

Please submit your materials to:

<https://www.cpshr.us/recruitment/1826>.





## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. E.

Meeting Date: 03/23/2022

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

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

Action Requested: Motion

---

#### ITEM:

Discussion and possible action on any and all matters regarding the location of the Budget Retreat for Fiscal Year 2022-2023. **(Council Member Luis Cabrera, Council Member Jose Ponce and Council Gloria Torres)**

#### SUMMARY:

It has been requested that this item be placed on the agenda for March 23, 2022; see attached signed agenda item review form.

---

Jose Ponce (see attached for signature)

---

Gloria Torres (see attached for signature)

---

Luis Cabrera (see attached for signature)

#### RECOMMENDATION / SUGGESTED MOTION:

**No suggested motion at this time; Council may make such motion as Council may desire regarding the matter listed on the agenda.**

---

#### Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: TBD

CITY/STATE/FEDERAL FUNDS: TBD

TOTAL: TBD

BUDGETED AMOUNT: TBD

AVAILABLE AMOUNT TO TRANSFER: TBD

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: TBD

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

To be determined.

---

#### Attachments

Signed AIR Form





# AGENDA ITEM REVIEW FORM

**Regular City Council Meeting**

**6. 0.**

**Meeting Date:** 03/23/2022

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

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

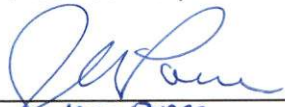
**Action Requested:** Motion


**ITEM:**

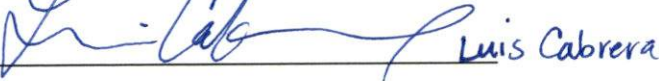
Discussion and possible action on any and all matters regarding the location of the Budget Retreat for Fiscal Year 2022-2023.

**SUMMARY:**

It has been requested that this item be placed on the agenda for March 23, 2022.

  
 \_\_\_\_\_  
 Jose Ponce

  
 \_\_\_\_\_  
 Gloria Torres

  
 \_\_\_\_\_  
 Luis Cabrera

**RECEIVED**

MAR 16 2022

**Office of the City Clerk**  
City of San Luis, Arizona

**RECOMMENDATION / SUGGESTED MOTION:**

**No suggested motion at this time; Council may make such motion as Council may desire regarding the matter listed on the agenda.**

**Fiscal Impact**

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

**CITY/STATE/FEDERAL FUNDS:** TBD

**TOTAL:** TBD

**BUDGETED AMOUNT:** TBD

**AVAILABLE AMOUNT TO TRANSFER:** TBD

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** TBD

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

To be determined.



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. F.

**Meeting Date:** 03/23/2022

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

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

**Action Requested:** Motion  
Order

---

### ITEM:

Discussion and possible action on any and all matters regarding the approval and adoption of Order No. 2022-04. An order of the Mayor and City Council of the City of San Luis, Arizona to authorize the City of San Luis Police Department to receive funding for overtime and mileage by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Operation Stonegarden Grant Program Award; Overtime and Mileage between the State of Arizona through the Arizona Department of Homeland Security and the City of San Luis, Arizona through the San Luis Police Department. **(Richard Jessup, Chief of Police)**

### SUMMARY:

The City of San Luis Police Department has been awarded \$675,423 for overtime and \$22,250 for mileage under the Fiscal Year 2021 Operation Stonegarden Program Award Number 21-AZDOHS-OPSG-210412-01. The grant performance period is March 1, 2022, through March 31, 2023. The total awarded grant funded amount is \$697,673.

The adoption of this order will support the United States Border Patrol mission by allowing police officers the ability to prevent or stop the ingress of drugs ingress and the smuggling of undocumented persons, and the nexus to terrorism.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND ADOPT ORDER NO. 2022-04 APPROVING THE INTERGOVERNMENTAL AGREEMENT AND GRANT AS PRESENTED.**

---

### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	Federal
<b>TOTAL:</b>	Yes
<b>BUDGETED AMOUNT:</b>	Yes
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	\$377,500
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	250-181-50010 Special Revenue Public Safety: OT, 250-181-70005 Gas/Oil
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	

The San Luis Police Department will receive \$697,673 in Overtime and Mileage as reimbursements. The remaining unused funds will carry over to FY 2023. Available funds to spend this fiscal year is \$377,500.

Account numbers:

250-181-50010.182 Special Revenue- Public Safety, Police Department-Overtime DOHS

OPSG 210412-01

250-181-70005.182 Special Revenue- Public Safety, Police Department-Gas/Oil DOHS

OPSG 210412-01

---

---

### **Attachments**

Order No. 2022-04

Subrecipient Agreement

Award Letter

---

---



# Order

No. 2022-04

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO AUTHORIZE THE CITY OF SAN LUIS POLICE DEPARTMENT TO RECEIVE FUNDING FOR OVERTIME AND MILEAGE BY APPROVING AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT OPERATION STONEGARDEN GRANT PROGRAM-OVERTIME AND MILEAGE BETWEEN THE STATE OF ARIZONA THROUGH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS POLICE DEPARTMENT.**

**WHEREAS**, the City of San Luis desires to increase police presence within our city limits to support the United States Border Patrol mission by allowing police officers to stop or prevent the egression of drug, undocumented persons smuggling, and the nexus to terrorism;

**WHEREAS**, the Arizona Department of Homeland Security has approved OPSG Overtime and Mileage and Employee Related Expenses to enhance border security throughout the City of San Luis;

**WHEREAS**, the Arizona Department of Homeland Security has prepared an Intergovernmental Agreement which provides for all of the funds including that these funds shall not be used to supplant other funding of the San Luis Police Department.

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

**Section 1.** That the Intergovernmental Agreement titled "SUBRECIPIENT AGREEMENT 21-AZDOHS-OPSG-210412-01" and the grant application titled "OPSG Overtime and Mileage" both Attached to this order are approved.

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

[Intentionally left blank, signature page follows]

**PASSED AND ADOPTED** by the Mayor and Council of the City of San Luis, Arizona this \_\_\_ day of March, 2022.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**SUBRECIPIENT AGREEMENT  
OPERATION STONEGARDEN GRANT PROGRAM  
OVERTIME - MILEAGE**

**21-AZDOHS-OPSG-\_\_\_\_\_**  
(Enter Subrecipient Agreement number above (e.g., 210XXX-XX))

**Between**

**The Arizona Department of Homeland Security And**

\_\_\_\_\_  
(Enter the name of the Subrecipient Agency above)

**DUNS Number \_\_\_\_\_**  
(Enter the DUNS number above)

WHEREAS, A.R.S. section 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

\_\_\_\_\_  
(Enter the name of the Subrecipient Agency above)

(Subrecipient) for services under the terms of this Agreement (the "Agreement").

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

**II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **March 1, 2022 and shall terminate on March 31, 2023**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

**III. DESCRIPTION OF SERVICES**

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**OPSG OVERTIME - MILEAGE**" and funded at \$\_\_\_\_\_ (as may have been modified by the award letter).  
(Enter funded award amount above)

**IV. MANNER OF FINANCING**

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2021-SS-00005 and CFDA #97.067:

- a) Provide up to \$\_\_\_\_\_ to the Subrecipient for services provided under Paragraph III.

Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the

Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the

Subrecipient. A listing of acceptable documentation can be found at [www.azdohs.gov](http://www.azdohs.gov). Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

#### **V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the Subrecipient shall be for only the amount of dollars actually spent by the Subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

#### **VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends \$750,000 or more from Federal awards in its previous fiscal year. If the Subrecipient has expended \$750,000 or more in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend \$750,000 or more in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via [audits@azdohs.gov](mailto:audits@azdohs.gov), a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also

shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

## **VII. APPLICABLE STANDARDS AND REGULATIONS**

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

### **Davis Bacon Act**

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <https://www.dol.gov/whd/govcontracts/dbra.htm>.

### **Insurance Coverage**

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

### **National Incident Management System (NIMS)**

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

### **Environmental Planning and Historic Preservation**

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at [https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD\\_EHP\\_Policy\\_Final\\_Amendment\\_GPD\\_final\\_508.pdf](https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf). Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground

disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

### **Consultants/Trainers/Training Providers**

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

### **Contractors/Subcontractors**

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

### **Travel Costs**

All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov/travel>.

### **Procurement**

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: <https://azdohs.gov/grant-program-forms>.

### **Training and Exercise**

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

### **Communications Equipment**

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 (Project 25) standards;
- b) SAFECOM Guidance (see <https://www.dhs.gov/safecom>);
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

### **Nonsupplanting Agreement**

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

### **E-Verify**

Compliance requirements for A.R.S. 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

## Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.
- b) Nonexpendable Property/Equipment and Capital Assets:
  - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
  - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
  - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.
  - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at <https://azdohs.gov/grant-program-forms>.

- f) Equipment Record Retention  
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

### **Allowable Costs**

The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

## **VIII. RESEARCH AND DEVELOPMENT**

The Subrecipient agrees and understands that this award is not for Research and Development.

## **IX. FUNDS MANAGEMENT**

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

## **X. REPORTING REQUIREMENTS**

Regular reports by the Subrecipient shall include:

- a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at <https://azdohs.gov/grant-program-forms>. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report

should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:
  - January 15** (for the period from October 1– December 31)
  - April 15** (for the period from January 1 – March 31)
  - July 15** (for the period from April 1 – June 30)
  - October 15** (for the period from July 1 – September 30)
- d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

  - a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.
- f) Financial Reimbursements

**The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly.** Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar** days after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

**XI. ASSIGNMENT AND DELEGATION**

The Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

**XII. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

**XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

**Article A - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

**Article B – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

**Article C - Procurement of Recovered Materials**

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article D - Whistleblower Protection Act**

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

### **Article E - Use of DHS Seal, Logo and Flags**

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **Article F - USA Patriot Act of 2001**

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175-175c.

### **Article G – Universal Identifier and System of Award Management (SAM)**

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

### **Article H - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

### **Article I - Rehabilitation Act of 1973**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### **Article J - Trafficking Victims Protection Act of 2000**

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

### **Article K - Terrorist Financing**

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

### **Article L - SAFECOM**

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### **Article M - Reporting Subawards and Executive Compensation**

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170,

Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

#### **Article N – Debarment and Suspension**

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities

#### **Article O - Copyright**

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

#### **Article P - Civil Rights Act of 1964 - Title VI**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### **Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

#### **Article R - Americans with Disabilities Act of 1990**

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 U.S.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **Article S - Age Discrimination Act of 1975**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

#### **Article T - Activities Conducted Abroad**

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article U - Acknowledgement of Federal Funding from DHS**

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

## **Article V - DHS Specific Acknowledgements and Assurances**

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.
2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

## **Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements**

The Subrecipient hereby acknowledges and agrees that it must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

## **Article X - Patents and Intellectual Property Rights**

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

## **Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

### **Article Z – National Environmental Policy Act**

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

### **Article AA - Lobbying Prohibitions**

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

### **Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### **Article AC - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

### **Article AD - Fly America Act of 1974**

The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

### **Article AE - Federal Leadership on Reducing Text Messaging while Driving**

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

#### **Article AF - Federal Debt Status**

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

#### **Article AG - False Claims Act and Program Fraud Civil Remedies**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

#### **Article AH - Energy Policy and Conservation Act**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

#### **Article AJ - Duplication of Benefits**

Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

#### **Article AK - Drug-Free Workplace Regulations**

The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

#### **Article AL - Civil Rights Act of 1968**

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. Part 100, Sub-part D).

## **Article AM - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services**

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:
  - a. Procure or obtain any equipment, system, or service that uses “covered telecommunications equipment or services” (as defined in ¶2 of this Article AM) as a substantial or essential component of any system, or as critical technology of any system;
  - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
  - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
  
2. For purposes of this Article AM “covered telecommunications equipment or services” means:
  - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
  - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People’s Republic of China.
  
3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AM. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

## **Article AN - Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

## **XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall

be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

**XV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

**XVI. RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent and ability to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

**XVII. CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

**XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

**XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XXI. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXII. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but

not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association (“AAA”), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator’s fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party’s failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIV. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXV. LICENSING**

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVI. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXVII. ADVERTISING AND PROMOTION OF AGREEMENT**

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the AZDOHS.

**XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

**XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

**XXX. INDEMNIFICATION**

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

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

**XXXI. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the

AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

**XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXIII. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXIV. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

**XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Subrecipient.

**XXXVI. SPECIAL CONDITIONS**

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
- c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs.

**XXXVII. NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1700 West Washington Street, Suite 210  
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The AZDOHS shall address all notices relative to this Agreement to:

\_\_\_\_\_  
Enter Title, First & Last Name Above

\_\_\_\_\_  
Enter Agency Name Above

\_\_\_\_\_  
Enter Street Address Above

\_\_\_\_\_  
Enter City, State, ZIP Above

**XXXVIII. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

\_\_\_\_\_  
Enter Agency Name Above

\_\_\_\_\_  
Authorized Signature Above

\_\_\_\_\_  
Print Name & Title Above

\_\_\_\_\_  
Enter Date Above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

\_\_\_\_\_

Susan Dzbanko, Deputy Director

\_\_\_\_\_  
Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*



# State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Tim Roemer

February 23, 2022

Chief Richard Jessup  
San Luis Police Department  
P.O. Box 3720  
San Luis, AZ 85349

Subject: FFY 2021 Operation Stonegarden Grant Program Award  
Subrecipient Agreement Number: **210412-01**  
Project Title: **OPSG Overtime-Mileage**

Dear Chief Jessup:

The OPSG Budget/Narrative Application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Overtime-Mileage**" has been funded under the Operation Stonegarden Grant Program for **\$697,673**. The grant performance period is **March 1, 2022 through March 31, 2023**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2021 federal award date as indicated in the U.S. DHS award package is 09/01/2021 with a total amount of funding of \$28,366,500.00. The Federal Award Identification Number is EMW-2021-SS-00005.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS. Go to [www.azdohs.gov](http://www.azdohs.gov), Grant Programs, Operation Stonegarden Grant Program, Grant Award Information, FFY 2021:

1. Two Subrecipient Agreements - Download **two** original OPSG Subrecipient Agreements (**NOTE:** they are specific to the "Overtime/Mileage" and "Equipment" grants):
  - a. Overtime/Mileage Subrecipient Agreement for an Overtime/Mileage grant
  - b. Equipment Subrecipient Agreement for an Equipment grant
2. OPSG Budget Detail (enclosed)
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see enclosed EHP Designation Letter).

Hard copies of the Subrecipient Agreements will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above (if applicable) is not signed and received by AZDOHS on or before June 30, 2022 this award is rescinded and the funds will be reallocated.**





# State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Tim Roemer

FFY 2021

Dear OPSG Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov) with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. G.

**Meeting Date:** 03/23/2022

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

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

**Action Requested:** Motion  
Order

---

#### ITEM:

Discussion and possible action on any and all matters regarding Order No. 2022-05. An order of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an intergovernmental agreement with the Greater Yuma Port Authority regarding infrastructure improvement. **(Kay Marion Macuil, City Attorney)**

#### SUMMARY:

The Greater Yuma Port Authority ("GYPA"), (whose Board consists of the City of San Luis, the City of Yuma, Yuma County, and the Sovereign Nation of the Cocopahs) will build public infrastructure with the County of Yuma's American Rescue Plan Act ("ARPA") funding. (See the third attachment to this Agenda with GYPA and Yuma County).

The Intergovernmental agreement before City Council :

- GYPA will build public infrastructure and San Luis accepts the ARPA funding from the County as adequate assurance under the subdivision regulations.
- GYPA will build to San Luis Public Works standards.
- GYPA agrees to post assurances for the warranty period under the San Luis Subdivision Regulation.
- San Luis own the infrastructure built and maintain it.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE ORDER NO. 2022-05 TO ADOPT THE INTERGOVERNMENTAL AGREEMENT WITH THE YUMA GREATER PORT AUTHORITY AS PRESENTED.**

---

#### Fiscal Impact

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

Yuma County is funding the building of the infrastructure. GYPA will post the warranty for the infrastructure. The City of San Luis is receiving public infrastructure. The financial impact for the city is the maintenance of the infrastructure.

---

### **Attachments**

Order No. 2022-05

IGA with GYPA

IGA GYPA-Yuma County

---



# Order

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2022-05

**AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE GREATER YUMA PORT AUTHORITY REGARDING INFRASTRUCTURE IMPROVEMENT.**

**BE IT SO ORDERED** by the Mayor and City Council of the City of San Luis, Arizona:

**Section 1.** The Mayor and City Council deem that it is in the best interest of City of San Luis' residents to enter into an agreement with the Greater Yuma Port Authority regarding infrastructure improvement.

**Section 2.** A true copy of the intergovernmental agreement is incorporated herein as though set forth again in full.

**Section 3.** The Mayor is authorized and directed to execute said agreement for and on behalf of the City of San Luis.

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

**Section 5.** The San Luis City Clerk and the City Clerk's designees are authorized and directed to deliver this intergovernmental agreement to Greater Yuma Port Authority for its authorized signature and to maintain a fully executed Intergovernmental Agreement in the official files of the City Clerk.

**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this \_\_\_\_ day of March 2022.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF SAN LUIS**  
**AND**  
**THE GREATER YUMA PORT AUTHORITY**  
**FOR INFRASTRUCTURE IMPROVEMENTS AT MAGRINO INDUSTRIAL PARK**

THIS AGREEMENT is entered into this \_\_\_\_ day of March 2022, between the CITY OF SAN LUIS, ARIZONA (the “CITY”) and the GREATER YUMA PORT AUTHORITY, a non-profit corporation consisting of governmental and tribal members (“GYPA”).

**I. RECITALS**

1. The Yuma County, Arizona has entered into an intergovernmental agreement with the GYPA, said agreement being approved by action of the Yuma County Board of Supervisors at its meeting of February 7, 2022 (hereinafter referred to as “COUNTY GYPA IGA”).
2. The GYPA IGA allocates American Rescue Plan Act funds for the construction of certain infrastructure improvements in the Magrino Industrial Park for the subdivision known as Magrino Unit No. 4 (“MIP”) located in CITY and provides for COUNTY to manage the construction of infrastructure as provided in the COUNTY GYPA IGA (the “Project”).
3. The infrastructure improvements referred to in paragraph 2 above are to become public infrastructure of the CITY and are being developed pursuant to the requirements of the Subdivision Regulations and Public Works Standards of the CITY.
4. The CITY and GYPA are authorized to enter into this agreement pursuant to A.R.S. §§9-240.B.3-6; 9-240.B.8; 9-276.A.1-4; 9-499.01; 9-463.01; 9-463.01.C.8; 10-3302; 11- 951; and actions of the City Council of the City of San Luis and the Board of Directors of the Greater Yuma Port Authority.

///

///

///

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

**II. SCOPE**

1. The **CITY** will:

- a. Accept the COUNTY GYPA IGA, in particular the contractual obligations of financing and construction management of Yuma County as contained within said COUNTY GYPA IGA as the financial assurances for the subdivision known as Magrino Unit No. 4 provided: i) that the improvements are completed and constructed to city regulations and standards; ii) have been accepted the city as provided in the Subdivision Regulations of the City; and iii) provided that GYPA posts assurances for the warranty period as provided by Section 6.2 of the Subdivision Regulations, as amended.
- b. Will accept and maintain all public infrastructure improvements within the MIP as an industrial subdivision once constructed in accordance with approved plans and in accordance with the ordinances and regulations of CITY.

2. The **GYPA** will:

- a. Construct the Project and all improvements within the subdivision in accordance with the ordinances and regulations of CITY including, but not limited to, the Public Works Standards and the Subdivision Regulations of the CITY. GYPA understands and agrees that the improvements of the Subdivision will not be accepted by the CITY until all work for all public improvements for the subdivision known as Magrino Unit No. 4 have been completed in full to all city regulations and standards, and financial assurances are posted for the warranty period as provided in the Subdivision Regulations of CITY.
- b. GYPA understands and agrees that the Plat for Magrino No. 4 will not be recorded and that no lots in Magrino No. 4 may be sold until all improvements for Magrino No. 4 have been constructed and accepted by CITY as provided herein and proper financial assurances have been posted for the warranty period as heretofore stated.

///

///

///

### III. MISCELLANEOUS PROVISIONS

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

Greater Yuma Port Authority  
Chairman and Executive Director  
P.O. Box 4601  
Yuma, Arizona 85366-4601

City of San Luis  
Public Works Director  
1090 E. Union St.  
P.O. Box 1170  
San Luis, Arizona 85349

2. Neither GYPA or CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of any negligent act or omission committed by the employees of GYPA or CITY acting within the scope of their employment under or in connection with any work, authority or jurisdiction delegated to GYPA or CITY under this Agreement.
3. This Agreement shall terminate upon completion of the Project or five (5) years from the date of execution, whichever first occurs.
4. This Agreement is governed by the laws of the State of Arizona. It is subject to the cancellation provisions of A.R.S. §38-511.
5. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect.
6. This Agreement shall remain in full force and effect until completion of the Project.
7. This Agreement contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement are valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the parties.

8. If either party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs.

9. The CITY agrees to defend, indemnify, and hold harmless the GYPA from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the CITY, except to the extent same are caused by the negligence or willful misconduct of the GYPA. It is the intent of this section to require the CITY to indemnify the GYPA to the extent permitted under Arizona law.

10. The GYPA agrees to defend, indemnify, and hold harmless the CITY from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the GYPA, except to the extent same are caused by the negligence or willful misconduct of the CITY. It is the intent of this section to require the GYPA to indemnify the CITY to the extent permitted under Arizona law

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year below written.

**CITY OF SAN LUIS**

Attest:

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

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

This \_\_\_\_ day of March 2022.

**GREATER YUMA PORT AUTHORITY**

\_\_\_\_\_  
Matias Rosales, Chairman

This \_\_\_\_ day of \_\_\_\_\_ 2022.

Pursuant to Arizona Revised Statutes §11-952, the foregoing Agreement has been submitted to the undersigned Attorney for the City of San Luis, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of San Luis.

---

Kay Marion Macuil, City Attorney

Pursuant to Arizona Revised Statutes §11-952, the foregoing Agreement has been submitted to the General Counsel for the Great Yuma Port Authority. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Greater Yuma Port Authority.

---

Wayne Benesch, General Counsel

**INTERGOVERNMENT AGREEMENT  
BETWEEN  
THE COUNTY OF YUMA AND THE GREATER YUMA PORT AUTHORITY  
FOR  
INFRASTRUCTURE IMPROVEMENTS AT MAGRINO INDUSTRIAL PARK**

THIS INTERGOVERNMENT AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF YUMA, a political body in the STATE OF ARIZONA (“COUNTY”), and the GREATER YUMA PORT AUTHORITY, an Arizona nonprofit corporation consisting of governmental and tribal members (“GYPA”).

WHEREAS, the COUNTY is authorized to enter into this Agreement pursuant to A.R.S. §§11-251, 11-254.04, and official action of the Board of Supervisors; and

WHEREAS, the GYPA is authorized to enter into this Agreement pursuant to its bylaws and official action of its Board of Directors; and

WHEREAS, COUNTY has secured American Rescue Plan Act (“ARPA”) funds and will allocate an approximate amount of \$3,373,000 to GYPA for the construction of infrastructure improvements, which include water and wastewater utilities for the Magrino Industrial Park (“MIP”), adjacent to the San Luis II Port of Entry; and

WHEREAS, GYPA is procuring a loan for the additional funds necessary to complete the infrastructure improvements in the MIP that are not eligible under the ARPA requirements which include but are not limited to roadway grading and paving, utilities, signing and striping (“Additional Funding”); and

WHEREAS, the COUNTY and GYPA have agreed to loan terms under separate documents for the Additional Funding, specifically the Payment Agreement, Secured Promissory Note, Deed of Trust, and Guaranties (collectively, the “Loan Documents”); and

WHEREAS, the City of San Luis will be obligated by law to accept and maintain all public infrastructure improvements within the MIP as an industrial subdivision once constructed; and

WHEREAS, GYPA has agreed to design and provide complete plans, specifications and estimate to construct all the infrastructure improvements including utilities for the MIP, delineated upon the map attached hereto and incorporated as **Exhibit A**; and

WHEREAS, the COUNTY, through the Yuma County Engineer, contingent upon GYPA’s ability to secure the Additional Funding, has agreed to manage the construction of the infrastructure improvements for GYPA, including for the COUNTY to bid the construction of infrastructure improvements; and

WHEREAS, it is to the mutual benefit of the COUNTY and the GYPA to enter into an agreement regarding the construction of infrastructure improvements, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. COUNTY shall manage the construction of infrastructure improvements for MIP, which shall be herein defined as the "Project". Specifically, COUNTY shall cause the Project to be constructed, advertise for bids, award and administer the construction contract for the Project, provide direction, approve all Project requirements and process all construction documents as necessary for the Project.
2. GYPA shall provide all plans, specifications, and estimates for the Project, and to provide City of San Luis approval of plans and authorization to construct for the Project.
3. The parties agree that the scope of the Project shall consist of the following infrastructure improvements for the MIP: water and wastewater utilities; roadway grading and paving; roadway signing and striping.
4. The parties agree that the ARPA funds will be applied to all eligible costs of the Project as defined in the U.S. Treasury Interim Final Rule and subsequent guidance. The parties further agree that such eligible costs shall include reimbursement to the Yuma County Engineer for reasonable and customary construction administration costs.
5. GYPA agrees to reimburse the Yuma County Engineer for all construction administration costs to include project inspection. COUNTY reserves the right to hire a consultant for project inspection services in the event that COUNTY does not have any inspectors available at the time of construction of the Project.
6. GYPA shall be solely responsible for the cost of any and all permits required for the Project.
7. GYPA shall provide the Additional Funding necessary for the Project that are not covered by the ARPA grant funds. The parties agree that COUNTY shall not accept any bid or enter into any third party contracts for the Project until GYPA provides proof of financing for the Additional Funding. GYPA's failure to secure the Additional Funding shall limit the COUNTY's obligations under this Agreement to only those improvements eligible for the ARPA grant funds.
8. As a sub-recipient of the ARPA funds, the GYPA agrees to comply with applicable law and regulations governing Federal funds, to include but not limited to, the following:
  - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.
  - b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25.
  - c. Reporting Sub-award and Executive Compensation Information, 2 C.F.R. Part 170.

- d. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), 2 C.R.R. Part 180.
- e. Drug-Free Workplace, 31 C.F.R. Part 20.
- f. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- g. Title VI of the Civil Rights Act of 1964.
- h. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968.
- i. Section 504 of the Rehabilitation Act of 1973.
- j. The Age Discrimination Act of 1975, as amended.
- k. Title II of the Americans with Disabilities Act of 1990, as amended.
- l. Protections for Whistleblowers in accordance with 41 U.S.C. § 4712.

9. The GYPA shall provide to the COUNTY all necessary information pertaining to the Project for reporting purposes to the U.S. Department of Treasury. The GYPA agrees to grant access to representatives of the COUNTY and U.S. Department of Treasury to review records pertaining to the Project upon request.

10. GYPA shall assist and provide all necessary information for 36 months after the completion of the Project to complete the Outcome Reports required by the ARPA Funds.

11. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of any negligent act or omission committed by the employees of COUNTY acting within the scope of their employment under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

12. Provided that the GYPA secures the Additional Funding, this Agreement shall terminate upon completion of the Project.

13. This Agreement is governed by the laws of the State of Arizona.

14. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect.

15. This Agreement shall remain in full force and effect until completion of the Project and all financial obligations created as a result of this Project has been fully satisfied.

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

Greater Yuma Port Authority  
 Chairman and Executive Director  
 P.O. Box 4601  
 Yuma, Arizona 85366-4601

County of Yuma  
 County Engineer  
 2351 W. 26th Street  
 Yuma, Arizona 85364

17. This Agreement contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement are valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the parties.

18. If either party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs.

19. The GYPA agrees to defend, indemnify, and hold harmless the COUNTY from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the GYPA, except to the extent same are caused by the negligence or willful misconduct of the COUNTY. It is the intent of this section to require the GYPA to indemnify the COUNTY to the extent permitted under Arizona law.

20. The COUNTY agrees to defend, indemnify, and hold harmless the GYPA from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the COUNTY, except to the extent same are caused by the negligence or willful misconduct of the GYPA. It is the intent of this section to require the COUNTY to indemnify the GYPA to the extent permitted under Arizona law.

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

**IN WITNESS WHEREOF**, the governing body of each party hereto has approved and executed this Agreement in accordance with governing law.

**COUNTY OF YUMA, ARIZONA**

**GREATER YUMA PORT AUTHORITY**

\_\_\_\_\_  
Marcos "Tony" Reyes, Chairman  
Board of Supervisors

\_\_\_\_\_  
Matias Rosales  
Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Susan K. Thorpe  
County Administrator/Clerk of the Board

## ATTORNEY CERTIFICATION

The foregoing Intergovernmental Agreement between Yuma County and the Greater Yuma Port Authority has been reviewed pursuant to Arizona Revised Statutes § 11-951 through 11-954 and has declared this Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

---

Edward P. Fehleley  
Deputy County Attorney

---

Wayne C. Benesch  
Attorney for Greater Yuma Port Authority

Exhibit "A"



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. H.

**Meeting Date:** 03/23/2022

**Department Head:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Submitted By:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Action Requested:** Motion  
Resolution

---

### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2211. A resolution of the Mayor and City Council of the City of San Luis, authorizing the submission of an application to the United States Department of Interior, Bureau of Land Management to renew lease AZA- 28915 - The Recreation and Public Purposes Lease of November 19, 1997, and subsequent amendments for a San Luis City Hall Complex. **(Jose A. Guzman, Director of Planning & Zoning)**

A. Presentation by staff

B. Action on Resolution No. 2211

### SUMMARY:

This is a request for authorization to submit a Recreation and Public Purpose (R&PP) lease renewal for the continued use of 17.30 acres of land for use of a Municipal Government Complex (MGC) and authorize the City Manager or designee to sign the resulting documents. The MGC includes City Hall, Police, and Fire Stations.

On November 19, 1997, the Bureau of Land Management granted the City of San Luis lease AZA-28915 for the San Luis City Park in accordance with the authority of the R&PP Act of June 14, 1926, as amended (43 U.S.C. 869, et seq.). On December 23, 2005, the city applied to change the use of the R&PP lease from recreation to public purposes. On July 26, 2006, the R&PP lease change of use and plan of development was approved and the change of use is to coincide with the original date of expiration of the lease which is November 18, 2022.

The R&PP lease property is located in the vicinity of the northeast corner of Union Street and McCain Avenue. The city has developed said property for public purposes and is ready to submit an application to renew the said lease.

One of the application requirements is a certified copy of a resolution authorizing the filing of the application and further authorizing the signing officer to execute the application. The approval of Resolution No. 2211 will meet this requirement.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2211.**

---

**Fiscal Impact**

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

---

**Attachments**

Resolution No. 2211

---



# *Resolution*

NO. 2211

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT TO RENEW LEASE AZA-28915- THE RECREATION AND PUBLIC PURPOSE (R&PP) LEASE OF NOVEMBER 19, 1997 AND SUBSEQUENT AMENDMENTS FOR SAN LUIS CITY HALL COMPLEX.**

**WHEREAS**, the Bureau of Land Management granted the City of San Luis a Recreational and Public Purpose lease (AZA-28915) for approximately 17.3 acres of land for the purpose of a community park and community center more commonly known as San Luis City Hall; and

**WHEREAS**, said lands owned by the Bureau of Land Management are located at:

Township 11 South, Range 25 West, Gila & Salt River Meridian  
Sec. 1, lots 3 to 5, inclusive.

**WHEREAS**, the lease expiration date is November 18, 2022; and

**WHEREAS**, the City of San Luis wishes to submit an application to renew the R&PP lease to continue the use of said 17.3 acres for San Luis City Hall Complex and any future related uses; and

**WHEREAS**, the San Luis City Hall as built plan identifies the existing and proposed uses; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of San Luis, Arizona, that they hereby authorize the submission of an application for R&PP for San Luis City Hall and authorize the City Manager to sign the resulting documents.

[Remainder of this page left intentionally blank. Signature page follows.]

**PASSED AND ADOPTED** by the Mayor and City Council of the City of San Luis, Arizona,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. I.

**Meeting Date:** 03/23/2022

**Department Head:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Submitted By:** Fernando Villegas, Principal Planner, Planning & Zoning Department,  
Development Services

**Action Requested:** Motion  
Ordinance  
Public Hearing

---

### ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2022-0085 and Ordinance No. 424. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, rezoning a parcel 2.9 acres from Community Commercial (C-2) to High-Density Residential (R-3). Assessor's Parcel 777-61-165, located on the northeast corner of Avenue F and County 24th Street in San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

- A. Open public hearing
  - 1. Staff presentation
  - 2. Call to the public on this item
- B. Close public hearing
- C. Action on Ordinance No. 424

### SUMMARY:

On January 12, 2022, City Council approved Minor Amendment Case No. 2021-0703 to change the land use designation of the subject property to High-Density Residential (HDR). With the approval of the Minor Amendment, the applicant was allowed to submit an application to rezone the subject property to High-Density Residential (R-3) zoning district for the construction of a 48 unit apartment complex.

The existing condition of the subject property is undeveloped vacant land zoned Community Commercial (C-2).

Existing Zoning District

**Community Commercial (C-2):** The purpose of this zoning district is to provide a location for general business and commercial uses. The intent of this district is to allow for larger and more intense commercial uses to satisfy the broader retail and business needs of the community at large while providing for a broad range of commercial activities.

Proposed Zoning District

**High-Density Residential (R-3):** The purpose of these zoning districts is to provide for high-density attached residential development and destination tourism uses within designated activity centers where adequate public facilities and services are available. It is intended that this district accommodates multi-story residential and tourist development incorporating unique design and exceptional amenities.

Existing Adjacent Zoning Districts:

To the north: R1-6

To the west: C-2

To the south: C-2

To the east: R1-6

The developer must provide all the necessary improvements required by a traffic study. According to the site plan, submitted by the applicant, the project will consist of 48 units and the project is expected to generate an average of 351.36 new trips on a daily basis. According to the Institute of Transportation Engineers (ITE) Trip Generation Manual an average of 7.32 daily trips are expected per unit. The developer must provide all the necessary improvements including road construction, water and wastewater. Existing development in the area has provided access to the infrastructure needed for high-density residential development.

As part of the review process, all rezoning cases are reviewed by various city and outside agencies, staff has received comments from The Yuma County Airport Authority as follows:

“The property is near Rolle Airfield where aviation activity is expected to increase in the future. Residents are likely to experience noise and overflights. The city, public, and airport shall be held harmless from effects that may be caused by the operation of aircraft taking off, landing, or operating on or near the airport, not including the physical impact of aircraft or parts thereof.”

As required by state statute, staff sent notification letters to property owners within 300 feet of the proposed project (55 letters).

The city has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

**CITIZEN REVIEW MEETING:**

As required by state statute and City Code, a Citizen Review meeting was held at City Hall on March 1, 2022 at the City Hall Council Chambers at 6:00 p.m. The intent of this meeting was to allow the public to learn about the project, ask questions and express any comments. Mr. Gerardo Flores owner of the property located at 172 N. Rachel Dodge Avenue was present and asked general questions to the applicant. Mr. Flores was not in opposition to the project.

**PLANNING AND ZONING COMMISSION:**

The Planning and Zoning Commission recommends approval of this request subject to the condition of approval.

**STAFF RECOMMENDATION:**

Staff recommends approval of rezoning Case No. 2022-0085 subject to the following condition:

1. Development shall comply with the City of San Luis Zoning Regulations, Building Code requirements, and Public Works Standards; including the requirement of a traffic study.

**RECOMMENDATION / SUGGESTED MOTION:**

**A. I MOVE TO OPEN PUBLIC HEARING**

1. Staff presentation
2. Call to the Public on this item

**B. I MOVE TO CLOSE PUBLIC HEARING**

**C. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 424**

(City Clerk to read Ordinance No. 424 by title only)

**D. I MOVE TO APPROVE AND ADOPT NO. 424**

---

**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A  
**CITY/STATE/FEDERAL FUNDS:** N/A

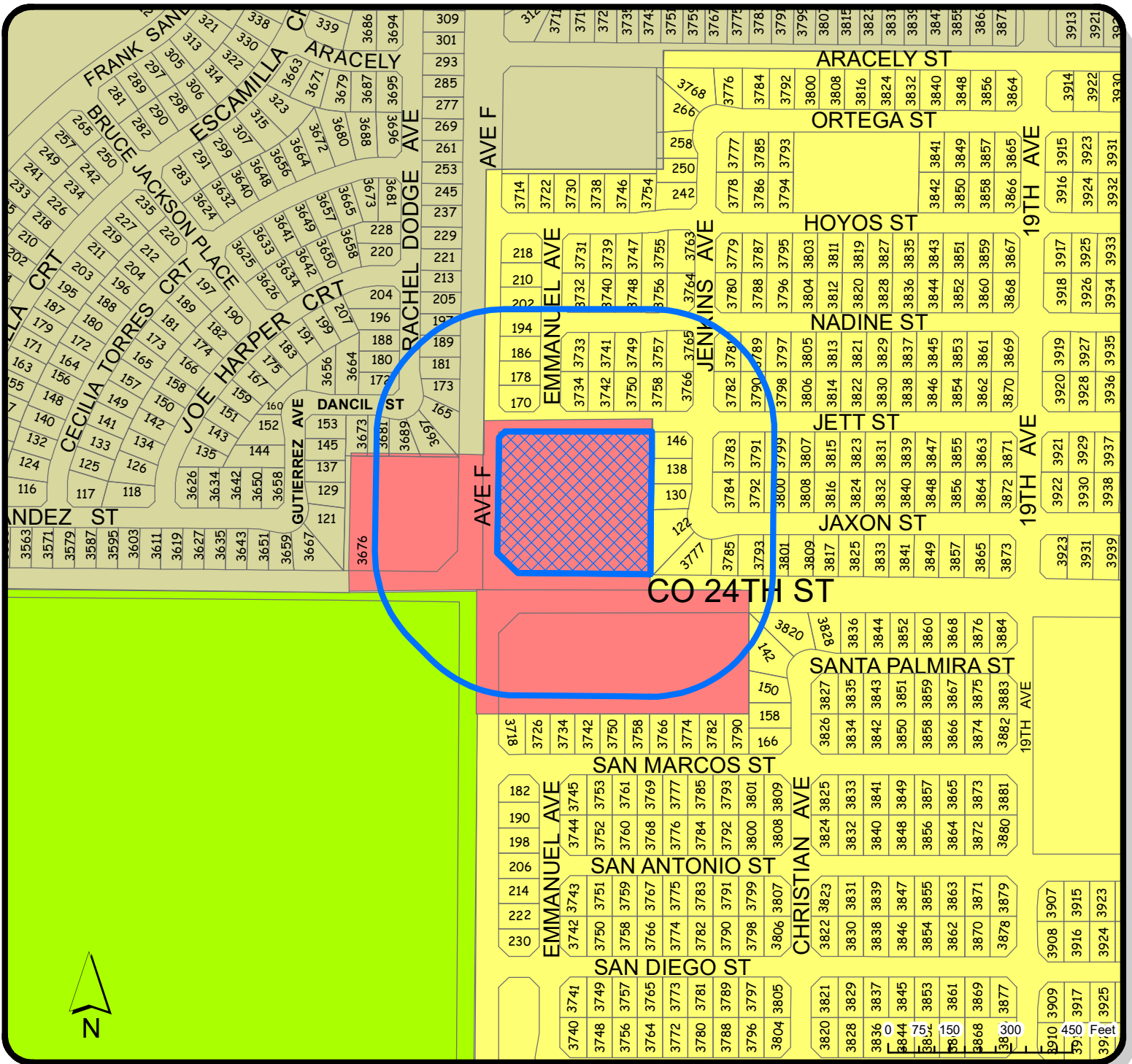
**TOTAL:** N/A  
**BUDGETED AMOUNT:** N/A  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**  
N/A

---


**Attachments**

Location Map  
Ordinance No. 424  
Site Plan  
YCAA Comment Letter  
Presentation

---



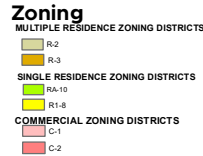
**LOCATION OF SUBJECT PROPERTY**

 777-61-165

REZONING FROM C-2 to R-3

 300ft Notification Area

**LOCATION MAP**



**REZONING**

**CASE #**  
**2022-085**

**DATE:**  
 2/14/2022

**CHECKED BY:**  
 FERNANDO VILLEGAS

**PLANNING & ZONING**



**GIS**

**CREATED BY:**  
 ISAAC GUTIERREZ

**APPROVED BY:**  
 JOSE A. GUZMAN



# *Ordinance*

NO. 424

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN LUIS BY CHANGING THE ZONING CLASSIFICATION OF 2.9 ACRES FROM COMMUNITY COMMERCIAL (C-2) TO HIGH DENSITY RESIDENTIAL (R-3) FOR PROPERTY LOCATED ON THE NORTHEAST CORNER OF AVENUE F AND COUNTY 24TH STREET; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, the Mayor and City Council of the City of San Luis desire to amend the City of San Luis Official Zoning District Map (the "Zoning Map") pursuant to A.R.S. §9-462.04 to change the zoning classification for 2.9 acres of real property located on Assessor Parcels ID No. 777-61-165; as attached hereto as "Exhibit A" and

**WHEREAS**, the aforementioned change in zoning classification is consistent with the General Plan of the City of San Luis; and

**WHEREAS**, all due and proper notices of public hearings on the Zoning Map Amendment have been given and proper public hearings have been held, and a recommendation has been given regarding the Zoning Map Amendment by the Planning and Zoning Commission of the City of San Luis; and

**WHEREAS**, the Planning and Zoning Commission recommended approval of the zoning.

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

**SECTION 1.** That the above recitals are hereby incorporated as though fully set forth herein.

**SECTION 2.** That the Official Zoning Map of the City of San Luis is hereby amended by changing the zoning classification from Community Commercial (C-2) to High Density Residential (R-3) of the property subject to the following condition:

1. Development shall comply with the City of San Luis zoning regulations. Building code requirements, and public works standards; including the requirement of a Traffic Study.

Property more fully described as:

Section: 10 Township: 11S Range: 24W BEGINNING AT SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTHERLY 100 FT; THENCE EASTERLY 50 FT TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ALONG EAST R/W LINE 297.12 FT; THENCE EASTERLY 375 FT; THENCE SOUTHERLY 347 FT; THENCE WESTERLY 325 FT ALONG NORTH R/W LINE; THENCE NORTHWESTERLY 70.73 FT TO TRUE POINT OF BEGINNING; AKA LOT 1B PER BORDER RANCHES LOT SPLIT 28/80 EXC PT OF NW COR AKA PARCEL 900 PER 2017-24918 & EXC PT OF SE COR AKA PARCEL 901 PER 2017-24919.

CONTAINING 2.9 ACRES MORE OR LESS

**SECTION 3.** In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, regulation, or policy within the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

**SECTION 4.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or said reference regulations.

**PASSED AND ADOPTED** by the Mayor and Council of the City of San Luis,

Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

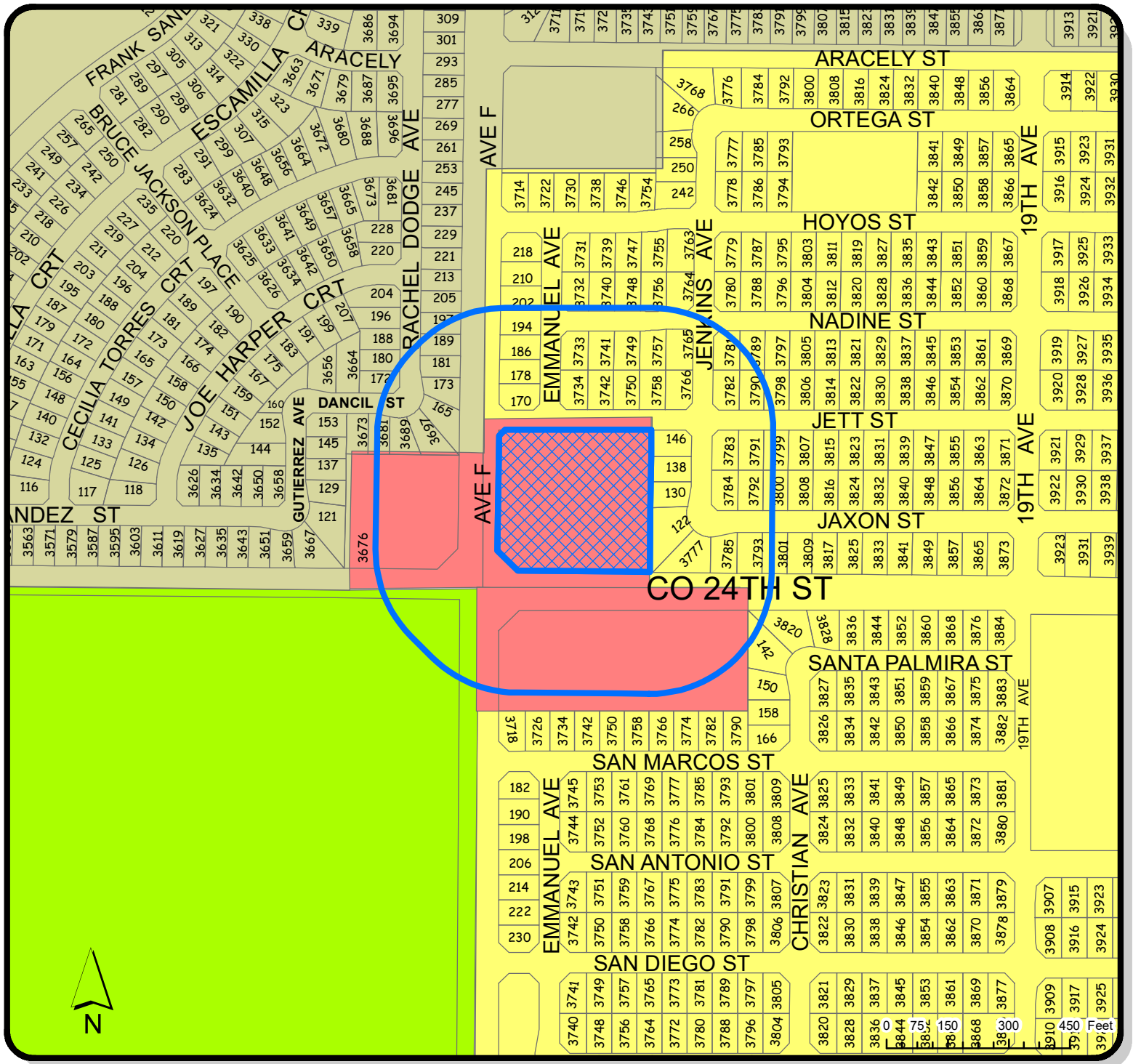
\_\_\_\_\_  
Gerardo Sanchez, Mayor

**ATTEST:**


**APPROVED AS TO FORM:**

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

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



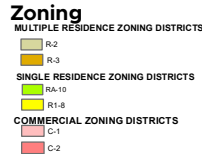
**LOCATION OF SUBJECT PROPERTY**

 777-61-165

REZONING FROM C-2 to R-3

 300ft Notification Area

**LOCATION MAP**



**REZONING**

**CASE #**  
**2022-085**

**DATE:**  
 2/14/2022

**CHECKED BY:**  
 FERNANDO VILLEGAS

**PLANNING & ZONING**

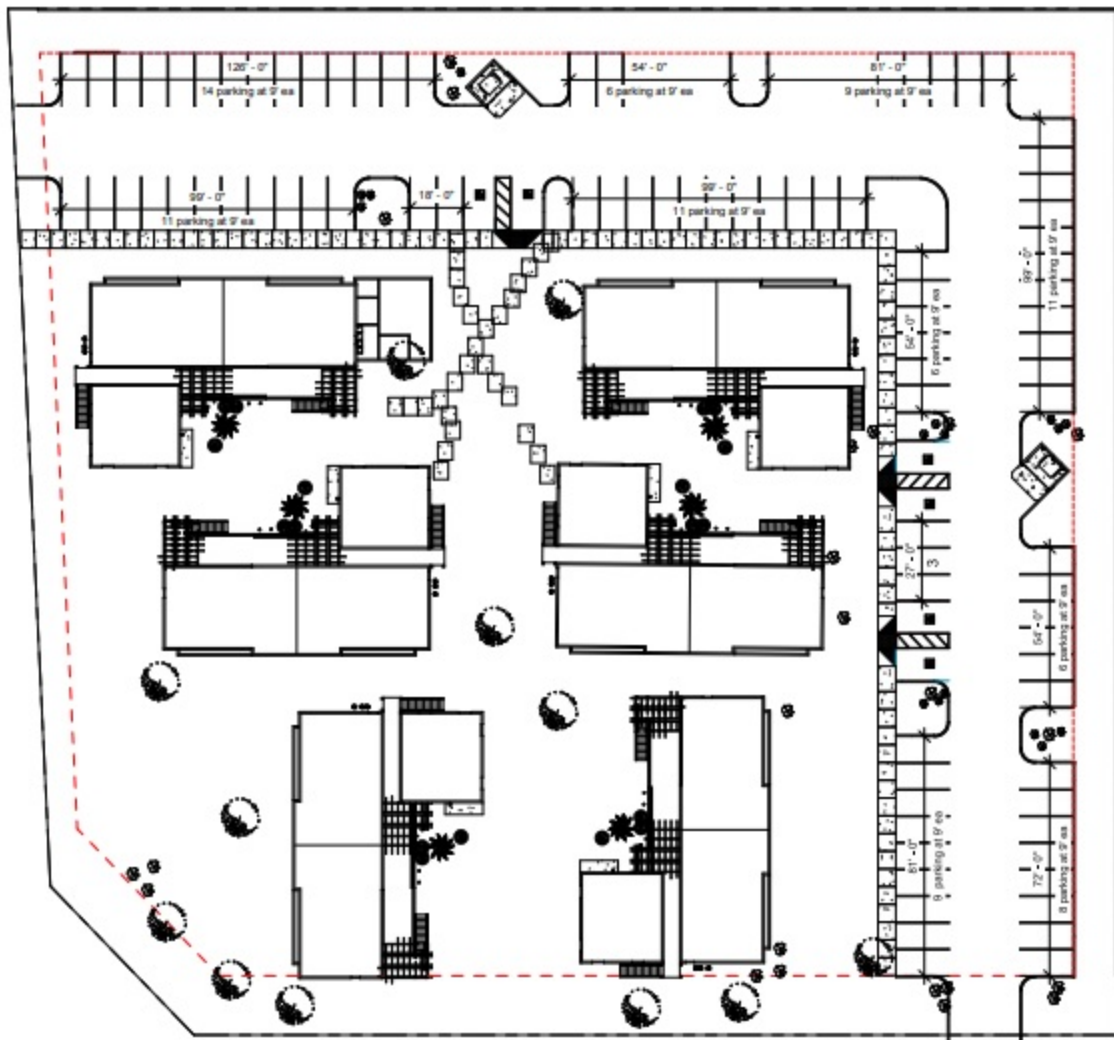


**GIS**

**CREATED BY:**  
 ISAAC GUTIERREZ

**APPROVED BY:**  
 JOSE A. GUZMAN

AVENUE F



COUNTY 24TH STREET

NORTH

# SITE PLAN

1" = 30'-0"



February 15, 2022

**REZONING CASE NUMBER: 2022-0085**

**CASE SUMMARY:** A request by Agustin Tumbaga Jr. on behalf of Riedel Holdings LLC to rezone 2.9 acres from Community Commercial (C-2) to High Density Residential (R3). Assessor's parcel number 777-61-165, located on the northeast corner of Avenue F and County 24<sup>th</sup> Street in San Luis, Arizona.

A Citizen Review Meeting has been scheduled to enable interested parties the opportunity to meet with the applicant to ask and answer questions and address concerns. This review meeting is prior to any public hearing.

This Citizen Review Meeting will be held:  
On March 1<sup>st</sup>, 2022 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona.

**PUBLIC HEARING: March 8, 2022**

**COMMENTS DUE: February 24, 2022**

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at [P&Z@sanluisaz.gov](mailto:P&Z@sanluisaz.gov).

Thank you,

Fernando Villegas  
Principal Planner  
Attachments: Location Map and Conceptual Site plan

COMMENTS       NO COMMENTS

**Enter Comments below:**

The property is near Rolle Airfield where aviation activity is expected to increase in the future. Residents are likely to experience noise and over flights. The City, public and airport shall be held harmless from effects that may be caused by aviation operations.

**Date:**  
2/16/22

**Agency:** Yuma County Airport Authority, Inc.

**Phone:** 928-726-5882

**Return to:** [P&Z@sanluisaz.gov](mailto:P&Z@sanluisaz.gov)



# City Council Meeting

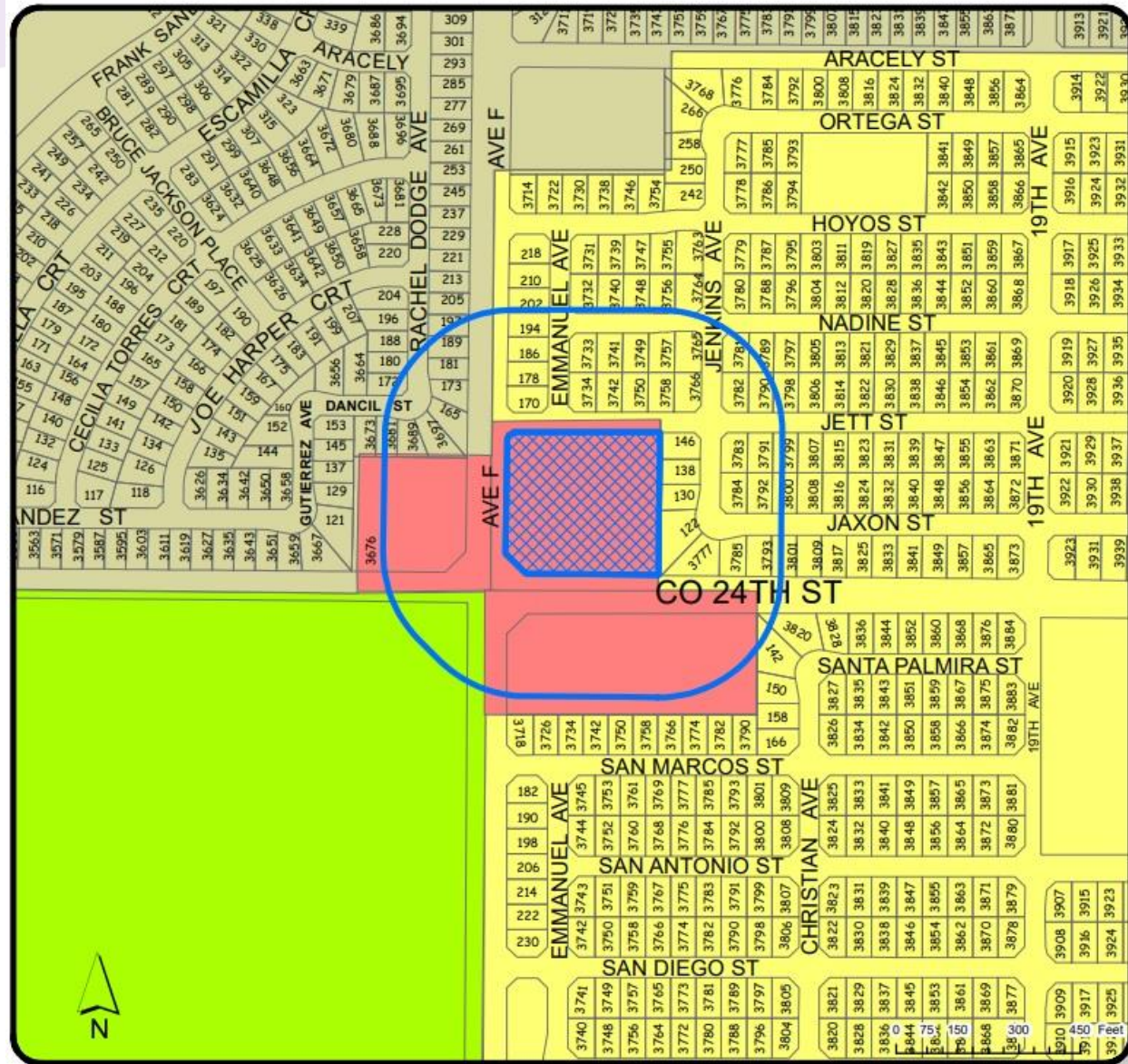
March 23, 2022

# Rezoning Case No. 2022-0085

**Request:** To rezone 2.9 acres from Community Commercial (C-2) to High Density Residential (R-3). Assessor's parcel number 777-61-165, located on the northeast corner of Avenue F and County 24<sup>th</sup> Street.

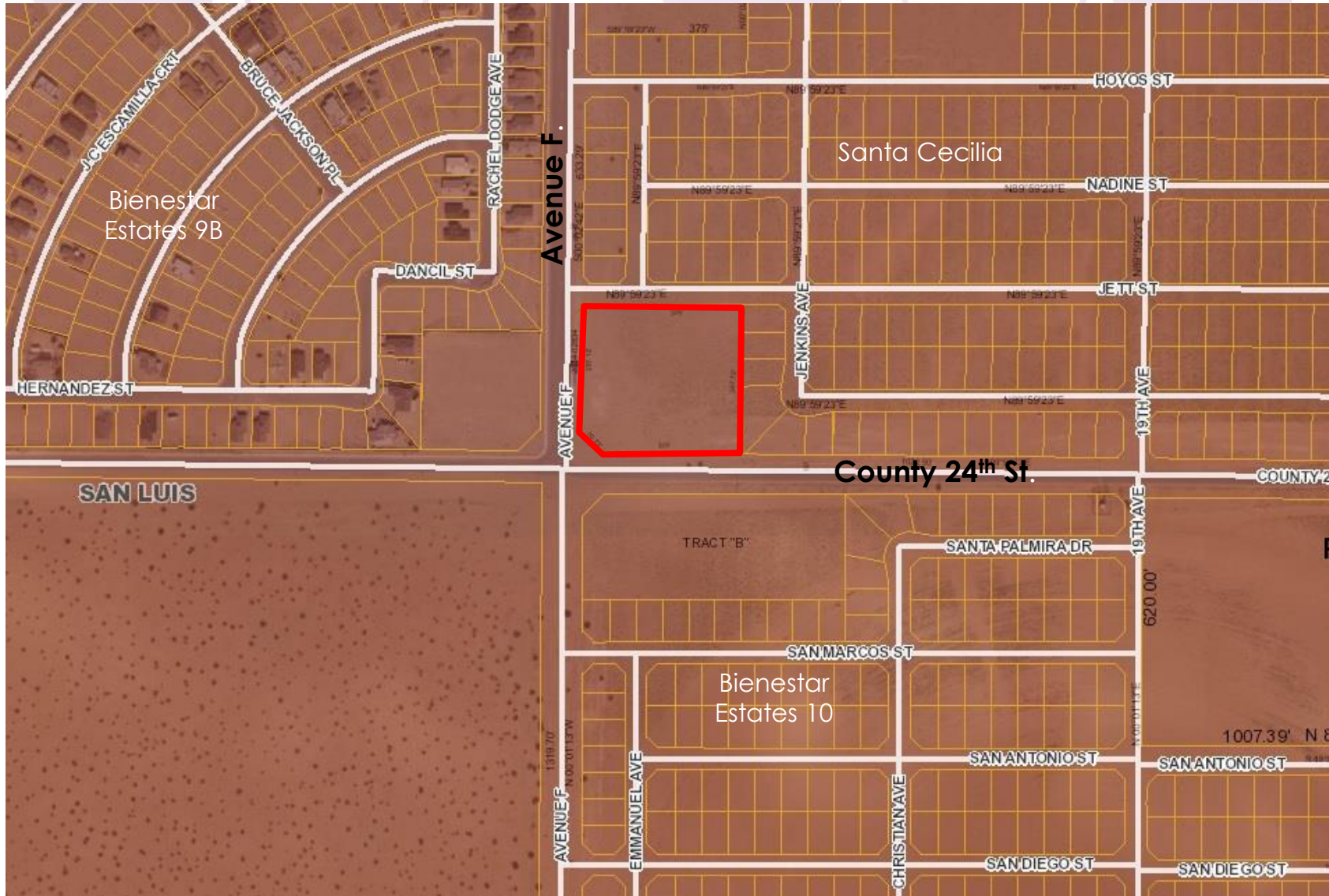
- The applicant is requesting to rezone the subject property to R-3 for the construction of a 48 unit apartment complex.

# Rezoning Case No. 2022-0085



Zoning Map

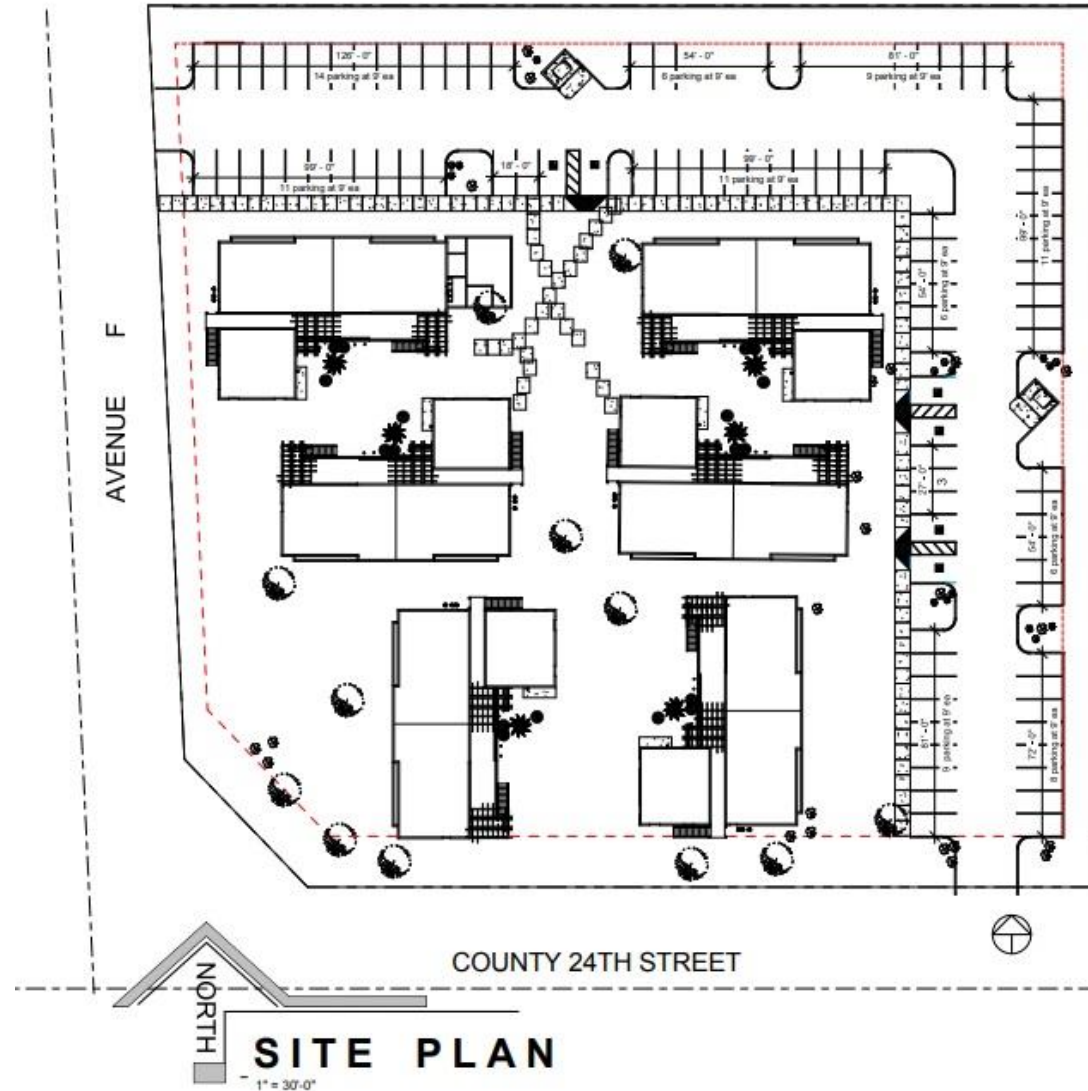
# Rezoning Case No. 2022-0085



Aerial View

# Rezoning Case No. 2022-0085

## Site Plan



# Rezoning Case No. 2022-0085

## Planning Commission Recommendation:

The Commission recommends approval of Rezoning Case No. 2022-0085 subject to the following condition:

1. Development shall comply with the City of San Luis zoning regulations, building code requirements, and public works standards; including the requirement of a Traffic Study.

## ⦿ Recommended Motion:

⦿ **I MOVE TO APPROVE ORDINANCE NO. 424**



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. J.

**Meeting Date:** 03/23/2022

**Department Head:** Jorge Perez, Assistant Director of Public Works, Public Works Department

**Submitted By:** Jorge Perez, Assistant Director of Public Works, Public Works Department

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

---

### ITEM:

Discussion and possible action on any and all matters regarding the purchase of new traffic signal materials and equipment for the Highway Uses Division for emergency signal repairs and upgrades on multiple road intersections of Main Street. **(Eulogio Vera, Director of Public Works)**

### SUMMARY:

The Public Works Department is asking the Mayor and Council for approval of the purchase of materials and equipment as well as labor costs to fulfill emergency repairs and upgrades to traffic light signals at the intersections of Main Street and County 22<sup>nd</sup> Street, Main Street and Cesar Chavez Boulevard, and Main Street and Piceno Drive.

The City of San Luis has an established Intergovernmental Agreement with Yuma County for the maintenance of traffic signals within the City. Yuma County's certified technicians are recommending upgrades to our traffic signal equipment at the aforementioned intersections due to them having repetitive operational problems and having difficult to find replacement parts for repairs. Maintenance and repairs will encompass, new cabinet, battery backup system, new electrical wiring, new pedestrian countdowns, new overhead LED streetlights, new camera vehicle detection system and adding necessary hardware to be ready for emergency vehicle preemption (EVP).

Staff is seeking to purchase materials from Econolite Control Products, Inc. and Clark Transportation Solutions as follows:

- Four (4) new signal cabinets (one (1) for each intersection and one (1) additional one as backup). At this point, the Public Works Department highly recommends keeping a cabinet as backup as standard practice but also due to the supply-chain issues worldwide. Cost of the four cabinets is \$111,739.59. The Public Works Department is procuring these materials from Econolite Control Products, Inc. using the cooperative purchasing agreement with Serial 200125-C that they have with Maricopa County, effective December 01, 2021. This allows for the cooperative use of the contract and compliance with State cooperative purchasing.
- Three (3) Gridsmart systems for vehicle detection and travel time. The Public Works Department is procuring these materials from Clark Transportation Solutions using the cooperative purchasing agreement with Serial 180252-C from Maricopa County. Cost of the three systems is \$50,505.52. This allows for the cooperative use of the contract and compliance with State cooperative purchasing.

This request also complies with the San Luis City Code Purchasing Section 3.05.090 Cooperative Purchasing.

Staff is also seeking approval from Council to use Westmoor Electric, Inc. to perform the repairs and

upgrades at the said traffic signals. Repair cost for the County 22nd and Main Street intersection was quoted at \$22,080.00. We are seeking to ratify PO#2022-00002923 which was issued as an emergency repair of said intersection. Not having a quote for the remaining two intersections, the same amount is being used to estimate the cost for repairing them, which bringing the total cost to \$66,240.00. Westmoor Electric is the only local contractor available to perform this work, therefore due to the nature of the problem, scheduling and availability of materials on their side to complete the job, the public works department considers them a sole source vendor.

Public Works Department, recommends waiving formal procurement procedures as allowed under San Luis Purchasing Section 3.05.010 (F), and hire Westmoor Electric, Inc. to perform the emergency traffic signal repairs/upgrades.

Traffic signals at these important intersections on Main Street are critical for better traffic flow and improved motorists and pedestrians safety.

Funding will be allocated as stated in the fiscal impact.

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO APPROVE THE PURCHASES OF TRAFFIC SIGNAL LIGHTS IN THE AMOUNT OF \$228,045.11 USING COOPERATIVE AGREEMENT AS PRESENTED.**

---

**Fiscal Impact**

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	YES
<b>CITY/STATE/FEDERAL FUNDS:</b>	CITY
<b>TOTAL:</b>	\$228,485.11
<b>BUDGETED AMOUNT:</b>	\$1,365,870
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	200-210-90010 - Capital Outlay Road Improvements
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	

Funds to be used for this unexpected and urgent repairs/purchase are within the Capital Outlay Road Improvements account 200-210-90010. Available funds \$1,365,870.00.

---

**Attachments**

Econolite Quote  
Econolite Cooperative Purchasing Agreement No. 200125-C  
Clark Transportation Solutions Quote  
Clark Cooperative Purchasing Agreement No. 180252-C  
Westmoor Electric, Inc. Quote (1 Intersection)

---



# Quotation

3/18/2022

<b>To:</b> City of San Luis Attn: Jorge Perez	Quote Name: City of San Luis Project Reference: Cabinet, Controller & Zinc Blue 2 Get the Lead out Program Econolite Reference: Q-05597-N8S9 Quote #: SWQ-031722A
---	---

Item #	Part	Qty	Description	Tariff	Price per	Extended
1	CAB17906	4	TS2-1 HW R77 DDE BM 16 VERT COUNTY OF YUMA, AZ IN/OUT- BARE	\$0.00	\$17,035.00	\$68,140.00
2	COB21100110 000	4	COBALT G-SERIES, TS1, NO RECEPTACLE NO DATAKEY, NO COMM CARD	\$0.00	\$3,400.00	\$13,600.00
3	1089-201- GTLO	4	UPS 1000W 120VAC IN/120VAC OUT ZINCBLUE2 GTLO PROMOTION  *Note: Maricopa County Contract price is \$3,629.00. Get the Lead Out Promotion allows 50% off price of the inverter. Price Noted is 50% off Maricopa County Contract Pricing. Get the Lead Out campaign.	\$0.00	\$1,814.50	\$7,258.00
4	1089-204	4	ZINCBLUE2 500W BATTERY MODULE, 500W	\$0.00	\$3,814.00	\$15,256.00
5	1089-220	4	ZINCBLUE2 POWER INTERFACE MODULE	\$0.00	\$963.00	\$3,852.00
			*NOTE: Pricing used from Maricopa County Shared Contract #200125-C.			

SubTotal	\$100,848.00
Shipping & Handling*	
Approx Taxes** 10.8%	\$10,891.59
Tariffs**	\$0.00
<b>TOTAL</b>	<b>\$111,739.59</b>

1250 N. Tustin Ave. Anaheim, Ca. 92807

[econolite.com/feedback](http://econolite.com/feedback)



## Quotation

1250 N. Tustin Ave. Anaheim, Ca. 92807

[econolite.com/feedback](http://econolite.com/feedback)



## Quotation

Unless specifically requested or noted on this quotation, the product(s) quoted herein may or may not comply with any Buy America requirements.

Cabinet designs are considered final at time of order. Changes requested after date of order may result in additional fees and extended shipping lead times.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination, or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited except as required by law.

Quote Valid For Days: 30

FOB: Econolite Factory

Terms: NET30

\*Ship Terms: PPD

\*\*Taxes and Tariffs Estimated (if included)

*Lori MacIntyre*

Lori MacIntyre, Account Manager, Senior

Mobile: +1 7143922318

lmacintyre@econolite.com

Shipping Date: To be determined at time of receipt of order

1250 N. Tustin Ave. Anaheim, Ca. 92807

[econolite.com/feedback](http://econolite.com/feedback)



# Maricopa County

## Office of Procurement Services

\*\*\* maricopa.gov

### Chief Procurement Officer

160 South 4<sup>th</sup> Avenue  
Phoenix, AZ 85003  
Phone: (602) 506-3967  
Fax: (602) 506-6766

**November 12, 2021**

We are pleased to notify you that Maricopa County has renewed your contract to supply the **TRAFFIC SIGNAL POLES AND COMPONENTS** as indicated on the attached award sheet with an effective date of **December 01, 2021**.

In accordance with the bid specifications, purchasing documents will be forwarded to you covering the specific items of this award, which will include deliveries and terms.

If you have any questions regarding Serial **200125-C** please contact **Louis Nicolosi** at **(602) 506-2761**.

Sincerely,

A handwritten signature in blue ink that reads "Louis Nicolosi".

---

Louis Nicolosi, Procurement Officer  
Office of Procurement Services

LN/mm  
Attachments

cc: Office of Procurement Services  
re: **Serial 200125-C**



**CLARK**  
Transportation Solutions

20827 N. Cave Creek Rd., Suite 105  
Phoenix AZ 85024  
Ph: (480) 347-9765 Fax: (480) 284-7628

Quote

Date	Quote #
Mar 18, 2022	13049

Name / Address
JORGE PEREZ CITY OF SAN LUIS 1090 E. UNION STREET P.O. BOX 7740 SAN LUIS AZ 85349 Phone: (928) 341-8553 Fax: (928) 341-8549

Rep
MIKE DE LA PIEDRA

Project
COUNTY 22ND & MAIN

Qty	UM	MFG	Type	Part Number	Price	Total
3	E	GRIDSMT		GS-3-GS2 DUAL CAMERA GS2 PROCESSOR, 1U	\$15,502.00	\$46,506.00
3	E	GRIDSMT		GS-3-SMK BELL CAMERA, SMART MOUNT KIT INCLUDING JUNCTION BOX, EPM, 10FT X 3FT POLE	(included)	-
3	E	GRIDSMT		GS-3-TS2 TS2 CABLES, Y CONNECTION TO SDLC, 6FT	(included)	-
3	E	GRIDSMT		GS-2-TS2-OPT TS2 (SDLC) IO CONTROLLER FOR GS2 PROCESSOR	(included)	-
3	E	GRIDSMT		GS-3-CAT5 CABLE, CAT 5E BURIAL, SHIELDED, GEL-FILLED, 1000FT	(included)	-
3	E	GRIDSMT		GS-3-TEN 1.9" TO 4.5" TENON BRACKET	(included)	-
1	E	CTS		SALES TAX PHX 8.6%	\$3,999.52	\$3,999.52

TOTAL:	\$50,505.52
--------	-------------

**Mfg Terms:**

CTS CLARK TRANSPORTATION SOLUT  
PO ISSUED TO CLARK TRANSPORTATION SOLUTIONS.

**Freight Allowance**

Plus Freight

**Minimum Order**

GRIDSMT GRIDSMART TECHNOLOGIES, INC Freight Allowed  
PRICING VALID FOR 30 DAYS.  
ESTIMATED LEAD TIME IS 3-8 WEEKS BUT MAY INCREASE DUE TO SUPPLY CHAIN  
ISSUES  
GRIDSMART STANDARD TERMS AND CONDITIONS APPLY  
APPLICABLE SALES TAX WILL BE ADDED TO INVOICE  
FREIGHT PREPAID AND ADDED UNLESS NOTED AS ALLOWED.

PO ISSUED TO CLARK TRANSPORTATION SOLUTIONS.



**Maricopa County**  
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer  
160 South 4th Avenue  
Phoenix, AZ 85003  
Phone: (602) 506-3967  
Fax: (602) 506-6766

June 4, 2020

**Clark Electric Sales, Inc dba Clark Transportation Solutions**

**Name**

7662 E Gray Rd., Suite 101, Scottsdale, AZ 85260

**Address**

Sent via email

**Clark Electric Sales, Inc dba Clark Transportation Solutions**

Your company, \_\_\_\_\_ (the "Contractor"), currently holds Contract Serial No. **180252-C, ITS Devices, Communications and Equipment** with Maricopa County ("County") entered into on **August 2, 2018** (hereinafter the "Contract"). The Contract currently has an expiration date of **July 31, 2020**. The Contract provides for renewal options and the County is seeking to renew the term for a period of **two (2) years**. It also provides terms that the County and Contractor may amend the Contract, if amendments are put in writing, approved and signed by both parties.

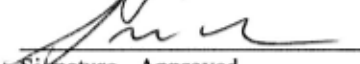
The County is considering renewing the Contract under the existing general terms and conditions, with the exception that newly approved statutory and County requirements must be either added or clarified by amendment. The proposed amendments to the Contract are attached as a part of this renewal letter and are subject to agreement of the parties.

This letter does not guarantee this contract will be renewed nor is it an offer to renew. It is solely to determine whether the Contractor is interested in possible renewal, in the event the County determines that renewal is in its best interests. The County intends to amend the Contract to include the language in the Attachment following this letter (if there is no Attachment, there are no additional terms/conditions changing in the contract). By agreeing to this renewal, the undersigned also agrees to the amendments on behalf of Contractor, which will be added to the Contract by written agreement of both parties in the event that the County decides to renew this contract. The individual signing this letter acknowledges that they are authorized to contractually obligate Contractor to agree to the amendments and additional contract term.

Please return this letter to our office **within ten (10) business days of the date of this letter** along with an **updated Certificate of Insurance** as described in the Insurance section of the Contract to include any changes that may be outlined in the Amendment. **FAILURE TO APPROVE AND RETURN THIS LETTER ALONG WITH A VALID AND CURRENT CERTIFICATE OF INSURANCE AS NOTED ABOVE WILL RESULT IN YOUR CONTRACT ENDING UPON THE ORIGINAL END DATE OF THE CONTRACT.** For further information regarding the renewal and the proposed amendments, please contact the Procurement Officer, Brian Garcia, at (602) 506-3246.

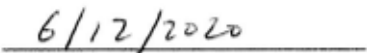
If there are any changes to your contact information as indicated above, please note them on your response. It is the responsibility of the Contractor to maintain current contact information with Maricopa County Finance (<http://www.maricopa.gov/922/Vendors>) and with Bidsync ([www.bidsync.com](http://www.bidsync.com)) in order to ensure proper routing of notices.

By:   
\_\_\_\_\_  
Brian Garcia, Procurement Officer

By:   
\_\_\_\_\_  
Signature - Approved

\_\_\_\_\_  
Signature - Disapproved

  
\_\_\_\_\_  
PRINT NAME AND TITLE

  
\_\_\_\_\_  
DATE

**SERIAL: 180252-C**

**1.0 MARICOPA COUNTY STANDARD CONTRACTUAL TERMS AND CONDITIONS FOR INVITATION FOR BIDS:**

1.1 APPLICABLE TAXES: (Replace section 3.12)

- 1.1.1. It is the responsibility of the contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.
- 1.1.2. The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.
- 1.1.3. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

1.2 TAX (COMMODITIES): (Remove section 3.13)

~~Tax shall not be invoiced against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the tax percentage in their proposal.~~

1.3 INSURANCE: (Add sections in bold to 4.7)

- 1.3.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 1.3.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 1.3.3 **In the event that the insurance required is written on a claims-made basis, contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.**
- 1.3.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

- 1.3.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 1.3.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 1.3.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 1.3.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 1.3.9 **If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.**

1.4 ORDERING AUTHORITY: (Replace section 4.9)

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

1.5 PURCHASE ORDERS: (Replace section 4.11)

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the contractor for actual and documentable costs incurred by the contractor in response to the purchase order. The County will not reimburse the contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

Contractors agree to accept verbal notification of cancellation of purchase orders from the County with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

1.6 RIGHTS IN DATA: (Replace section 4.26)

The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

1.7 ~~ISRAEL BOYCOTT:~~ (Remove section)

~~By submitting this proposal the Contractor certifies that they are in compliance with Article 9, A.R.S. § 35-393 et seq.~~

1.8 **WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01 (Add Section)**

**If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.**

1.9 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION: (Replace section 4.30)

1.1.1. The undersigned (authorized official signing on behalf of the contractor) certifies to the best of his or her knowledge and belief that the contractor, its current officers, and directors:

1.1.1.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

1.1.1.2. have not within a three-year period preceding this contract:

1.1.1.2.1. been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; or

1.1.1.2.2. been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

1.1.1.3. are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;

1.1.1.4. are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

1.1.1.5. have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.

1.1.2. If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

1.1.3. The contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the contractor shall include the information required by this clause with their bid.

1.10 INFLUENCE: (Replace section 4.34)

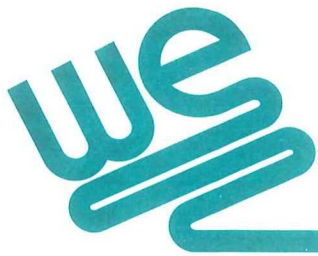
1.1.1. As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

1.1.2. An attempt to influence includes, but is not limited to:

1.1.2.1. A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

1.1.3. If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

1.1.4. ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.



**WESTMOOR ELECTRIC, INC.**

March 17, 2022

## PROPOSAL

We propose to furnish all material, labor and equipment to install new traffic signal conductors at the corner of U.S. Highway 95 @ County 22<sup>nd</sup> St. in San Luis, AZ. This will include removing and re-installing existing signals and devices to connect the new conductors to the existing signals, and devices.

We will also change the traffic signal control cabinet and return the existing cabinet to the City of San Luis. We will furnish and install video detection and emergency pre-empt cable and install owner furnished video detection.

We will replace the N36 pullbox on the NW corner with a new traffic rated box and cover and add a 12" box extension.

All conductors and cable will be terminated and properly labeled by phase.

County of Yuma to provide traffic control number.

The intersection will be without signals or streetlights for 4 days.

Price: \$22,080.00

Sincerely,

Westmoor Electric, Inc.

Jaime Cadena



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. K.

Meeting Date: 03/23/2022

Department Head: Monica Castro, Director of Finance, Finance Department

Submitted By: Roula Encinas, Accountant, Finance Department

Action Requested: Motion

---

### ITEM:

Discussion and possible action on any all matters regarding authorization to reallocate FY 2022 budget capacity to projects requested in FY 2023 Budget, to use NON ARPA funds for projects in the ARPA list and to waive the procurement code as allowed under San Luis Purchasing Code Section 3.05.010 (F) for purchases exceeding the \$45,000 threshold. **(Monica Castro, Director of Finance)**

### SUMMARY:

We had our budget reviews last week. After reviewing the budget requests from all departments, we have 30 million in capital projects, which is 18 million more than last year.

This fiscal year, we experienced delays in completing projects due to COVID, supply chain, and labor shortages. We have at least \$7,000,000 in projects that will not be completed in FY 2022. This situation has created budget capacity in this fiscal year but at the same time has put a lot of weight into next year's budget as many of these incompleting projects we need to include in FY 2023. It also puts the City over our expenditure limitation set by state statute for next year.

As part of our budget strategy and effectively use the resources of the City, we are requesting council approval as follows:

- To reallocate the budget capacity from projects that will not be completed this year to projects that can be completed this year. Most of these projects are requested in next year's budget and are critical for the City. We will be matching Budget 2022 with the requests in Budget 2023 that we can make this year.
- To use NON-ARPA fund budget for projects in the ARPA list that can be completed this year. Utilizing NON-ARPA funds this year will give us maximum expenditure capacity for next year since ARPA fund expenditures are excluded from the expenditure limitation threshold. We will reallocate ARPA funds to next year's budget as the council direct us during the budget retreat session.
- To waive Procurement code as allowed under San Luis Purchasing Code Section 3.05.010 (F) only for purchases exceeding the \$45,000 threshold.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE BUDGET TRANSFER UP TO \$ \_\_\_\_\_ TO COMPLETE IN FY 2022 PROJECTS REQUESTED IN FY 2023 BUDGET, TO USE NON ARPA FUNDS FOR PROJECTS IN THE ARPA LIST, AND TO WAIVE THE PROCUREMENT CODE FOR PURCHASES EXCEEDING \$45,000 AS ALLOWED UNDER SAN LUIS PURCHASING CODE AS PRESENTED.**

---

Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** YES  
**CITY/STATE/FEDERAL FUNDS:** CITY  
**TOTAL:** 2,500,000  
**BUDGETED AMOUNT:** See fiscal impact stmt  
**AVAILABLE AMOUNT TO TRANSFER:** See fiscal impact statement  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** See fiscal impact statement  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

We are requesting Council approval to do budget transfers to complete in FY 2022 projects requested in FY 2023 budget. We estimate projects will not go over \$2,500,000

---