



## NOTICE OF SPECIAL COUNCIL MEETING

In accordance with § 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Special City Council meeting at 6:30 pm, Tuesday, October 11, 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 or 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 recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording 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 ESPECIAL

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Especial a las 6:30 pm, el día Martes, 11 de Octubre 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



**AGENDA**  
**Special Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**October 11, 2022**  
**6:30 pm**

For the safety of the public during the COVID-19 pandemic, members of the public may attend the City Council's Special Meeting of October 11, 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 Especial del Cabildo del 11 de Octubre 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. - Cities & Towns Week October 16-22, 2022
  
  4. B. - Community Planning Month October 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**

- Regular Council meeting held September 28, 2022

5. B. **Disbursements from September 20, 2022 to October 3, 2022**

Total Disbursements \$1,427,859.17

(One Million, Four Hundred Twenty-Seven Thousand, Eight Hundred Fifty-Nine Dollars and Seventeen Cents)

5. C. Discussion and possible action on any and all matters regarding the final design and placement location of the City of San Luis Tourism Letters. **(Lizandro Galaviz, Acting City Manager)**

5. D. Discussion and possible action on any and all matters regarding the garden area fencing at the Cesar Chavez Cultural Center. **(Lizandro Galaviz, Acting City Manager)**

5. E. Discussion and possible action on any and all matters regarding the City of San Luis purchasing slurry seal application services from American Pavement Preservation for the application of type 2 slurry seal as part of the Fiscal Year 2022-2023 Pavement Preservation Project **(Jorge Perez, Assistant Director of Public Works)**

5. F. Discussion and possible action on any and all matters regarding the budget adjustment for temporary staffing expenses of the annual cleanup campaign. **(Jorge Perez, Assistant Director of Public Works)**

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

6. A. Discussion and possible action on any and all matters regarding Order No. 2022-12. An Order of the Mayor and City Council of the City of San Luis, Arizona to authorize the City of San Luis Police Department to receive funding for the Impaired Driver/DUI Alcohol Enforcement and STEP/Selective Traffic Enforcement Projects by approving Highway Safety Contracts 2023-AL-028 & 2023-PTS-055 between the City of San Luis, Arizona through the San Luis Police Department and the Arizona Governor's Office of Highway Safety **(Richard Jessup, Chief of Police)**

6. B. Discussion and possible action on any and all matters regarding an updated software contract with Benchmark Analytics to continue better managing officer and civilian staff performance, training and policy storage and delivery to the San Luis Police Department. **(Richard Jessup, Chief of Police)**

6. C. Discussion and possible action on any and all matters regarding Subdivision Case No. 2022-0422F. A request by Vega and Vega Engineering, PLC, on behalf of Comite de Bienestar, Inc., for the approval of Bienestar Estates 12 Phase 1 Final Plat; for property located on the southeast corner of Avenue F and San Fernando Street in San Luis Arizona. **(Fernando Villegas, Principal Planner)**

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. PRESENTATION**

Special recognition presented to State Senator Lisa Otondo and Arizona House of Representative Brian Fernandez for the support in appropriating \$33 million to the Arizona Department of Transportation to construct, widen, repair and upgrade Cesar Chavez Boulevard in the City of San Luis. **(Mayor Gerardo Sanchez and City Council)**

**10. ADJOURNMENT**



# PROCLAMATION

## Special City Council Meeting

4. A.

Meeting Date: 10/11/2022

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Title:

- Cities & Towns Week October 16-22, 2022

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### Attachments

Proclamation

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**CITIES AND TOWNS WEEK**  
**October 16 - 22, 2022**

**WHEREAS**, the citizens of the City of San Luis rely on the city to experience a high quality of life in our community; and

**WHEREAS**, cities and towns in Arizona work 24 hours a day, seven days a week to deliver vital city services such as fire, police and emergency medical response to ensure safe communities; and

**WHEREAS**, cities and towns in Arizona also provide services and programs that enhance the quality of life for residents such as parks, utilities, street maintenance, sanitation & recycling services, libraries, community centers and recreational programs; and

**WHEREAS**, it is important for the City of San Luis to continue to provide the excellent delivery of services and programs that our citizens have come to expect in our community; and

**WHEREAS**, it is one of the responsibilities of the City of San Luis Officials to ensure open and accessible government through frequent communication with citizens using various avenues and means; and

**WHEREAS**, through participation and cooperation; citizens, community leaders, local businesses and municipal staff can work together to ensure that services provided by the City of San Luis can remain exceptional elements of the quality of life of our community.

**NOW THEREFORE, BE IT RESOLVED**, that, I, Gerardo Sanchez, Mayor of the City of San Luis, Arizona, do hereby proclaim October 16-22, 2022, as “**Arizona Cities & Towns Week**”, and joins with the League of Arizona Cities & Towns and fellow municipalities across the State of Arizona.

**DATED** this 11<sup>th</sup> day of October 2022.

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

**ATTEST:**

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



# PROCLAMATION

## Special City Council Meeting

4. B.

Meeting Date: 10/11/2022

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Title:

- Community Planning Month October 2022

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### Attachments

Proclamation

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# *Proclamation*

## COMMUNITY PLANNING MONTH

October 2022

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**WHEREAS**, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

**WHEREAS**, community planning and planners can help manage this change in a way that provides better choices for how people work and live; and

**WHEREAS**, community planning provides an opportunity for all residents to be equally involved in making choices that determine the future of their community; and

**WHEREAS**, the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

**WHEREAS**, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

**WHEREAS**, American Planning endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and

**WHEREAS**, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of the planning commission and other citizen planners who have contributed their time and expertise to the improvement of the City of San Luis, Arizona; and

**NOW, THEREFORE, BE IT RESOLVED**, that, I Gerardo Sanchez, Mayor of the City of San Luis, Arizona, do hereby proclaim the month of October 2022 as “**Community Planning Month**”. Accordingly, I encourage our citizens to join their communities in participation in Community Planning Month activities in conjunction with the celebration of National Community Planning Month.

**DATED** this 11<sup>th</sup> day of October 2022.

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Gerardo Sanchez, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. A.

Meeting Date: 10/11/2022

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Summary

#### **MINUTES OF**

- Regular Council meeting held September 28, 2022

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Attachments

9/28/2022 RCM

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**MINUTES**  
**Regular Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**September 28, 2022**  
**7:00 p.m.**

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

Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:02 p.m.

**PRESENT:** Mayor Gerardo Sanchez  
Vice Mayor Mario Buchanan Jr.  
Council Member Luis Cabrera (via Zoom at approximately 7:05 pm)  
Council Member Africa Luna-Carrasco  
Council Member Matias Rosales (via Zoom)  
Council Member Gloria Torres

**ABSENT:** Council Member Jose Ponce

**OTHERS PRESENT:** Lizandro Galaviz, Acting City Manager (via Zoom)  
Kay Macuil, City Attorney  
Sonia Cornelio, City Clerk  
Adela Cortez, Director of Human Resources  
Alfredo Leon, Building Maintenance Technician  
Crystal Ochoa, Acting Assistant to Council/PIO  
Derek Dueñas, I.T. Manager  
Edgar Esparza, Acting Billing & Collections Manager  
Eulogio Vera, Director of Public Works  
Jorge Perez, Assistant Director of Public Works  
Jose Luis Cisneros, Executive Assistant  
Laura Cornejo, Custodian  
Luigie Gutierrez, Building Maintenance Technician  
Melissa Lopez, Deputy City Clerk  
Miguel Ramirez, Finance Accounting Manager  
Monica Castro, Director of Finance  
Osvaldo Rodriguez, Lead Custodian  
Richard Bauermann, Fire Inspector  
Richard Jessup, Chief of Police  
Ruben Lopez, I.T. Technician  
Yolanda Dueñas, Facilities Supervisor  
Cesar Neyoy, Reporter  
Christian Cuevas, Translator  
Lucy Lopez, Reporter

## **2. PLEDGE OF ALLEGIANCE**

Vice Mayor Mario Buchanan Jr. led the Pledge of Allegiance.

## **3. INVOCATION**

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

## **4. PROCLAMATIONS**

### **4. A. - National Custodian Workers Recognition Day October 2, 2022**

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

Mayor Gerardo Sanchez thanked the city's custodians for their dedication and hard work.

### **4. B. - Breast Cancer Awareness Month October 2022**

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

Mayor Gerardo Sanchez stated he has seen advanced cancers being treated with the new immunotherapies and encouraged to have a screen done not only for females but for males as well; preventing is a key factor.

### **4. C. - Bullying Prevention Month October 2022**

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

### **4.D. - Domestic Violence Awareness Month October 2022**

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

Mayor Gerardo Sanchez recognized and thanked Amberly's Place for their continued services to the City of San Luis residents.

Ms. Tori Bourguignon, Amberly's Place Executive Director, thanked the Mayor and City Council for the years of partnership, collaboration and support. She added that they are honored to to the opportunity to serve citizens of the City of San Luis and to work with victims. Domestic violence numbers in Yuma County are up 39%.

## **5. CONSENT AGENDA**

### **5. A. MINUTES OF**

- **Work Session held September 7, 2022**

- **Regular Council meeting held September 14, 2022**

**5. B. Disbursements from September 7, 2022 to September 19, 2022**

**Total Disbursements \$899,286.77**

**(Eight Hundred Ninety-Nine Thousand, Two Hundred Eighty-Six Dollars and Seventy-Seven Cents)**

**5. C. Discussion and possible action on any and all matters regarding the purchase and installation of decorative lights on Main Street. (Lizandro Galaviz, Acting City Manager)**

**5. D. Discussion and possible action on any and all matters regarding the placement of an International Peace Pole to be donated by the San Luis FRONTERA Rotary Club. (Lizandro Galaviz, Acting City Manager)**

**MOTION:** Council Member Gloria Torres/Council Member Africa Luna-Carrasco to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Africa Luna-Carrasco	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 engagement of James Davey and Associates, Inc. for the design of Well Site #5 Improvements. (Eulogio Vera, Director of Public Works)**

Mr. Jorge Perez, Assistant Director of Public Works, indicated that the Public Works Department and its Water Division are seeking approval to engage James Davey and Associates, Inc., (JDA) for engineering services in the design and construction phase services of Well Site #5 (Public Works Yard) improvements in the amount of \$283,639.00. Such improvements will constitute the construction of new groundwater well, a new manganese treatment unit (MTU), and an expansion of the current office to provide for a system control room at said site. By doing so, the city will be increasing its treated water production by 1,100 gallons per minute (GPM). The improvements will entail Phase One of the water distribution system improvements intended to occur over the upcoming four (4) years. Subsequent phases will constitute additional storage tanks, booster pumps, ground wells and treatment units at a different system location.

**MOTION:** Council Member Africa Luna-Carrasco/Council Member Luis Cabrera to approve the contract with James Davey and Associates, Inc., in the amount of \$283,639.00. Motion passed unanimously.

The vote was as follows:

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

**6. B. Discussion and possible action on any and all matters regarding authorization to reallocate budget items to address shortfalls and cost increases in the Capital Projects Budget. (Monica Castro, Director of Finance)**

Ms. Monica Castro, Director of Finance, explained that in Fiscal Year 2022, staff had expected to complete some projects, however, due to delays in supply chain due to economic rebound of COVID-19 labor shortages and constraints in transportation, the projects were not able to be completed. The delays were not foreseen and these projects were not included in the budget for Fiscal Year 2023. Additionally, she added that staff has also seen a record high inflation that has caused an increase in projects. These two (2) events have caused a budget shortage. In order to address this situation, staff has evaluated the Capital Improvement Projects to realign priorities and to reallocate funds where needed the most. Staff identified projects that were budgeted and concluded that it did not require funding from the city as funds from another source were received, such as grants. She briefly explained some of the Capital Improvement Projects list attached to the agenda item and filed at the City Clerk's Office.

**MOTION:** Vice Mayor Mario Buchanan Jr./Council Member Africa Luna-Carrasco to approve budget reallocation as indicated in the budget transfer form of this agenda item. Motion passed unanimously.

The vote was as follows:

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

**6. C. Discussion and possible action on any and all matters regarding the final design and placement location of the City of San Luis Tourism letters. (Lizandro Galaviz, Acting City Manager)**

**MOTION:** Council Member Africa Luna-Carrasco/Vice Mayor Mario Buchanan Jr. to continue this item to the next scheduled Work Session as staff has received new information regarding the bids for the installation. Motion passed unanimously.

The vote was as follows:

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

## 7. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez reported that Vice Mayor Mario Buchana Jr. attended the grand opening of Starbucks and added that every morning the place is full of people. He mentioned there is a new car wash facility, which was very much needed; he thanked staff for working hard on these projects as well as the City Council for the support provided and making the right decisions for creating the right environment to non local investors. Even though the city does not have property taxes, the city depends on sales tax. With the success of Starbucks, he would not be surprised if there is a second location for Starbuck nor if more businesses come to the city. On a separate note he added that on October 22, 2022, the Mayors' International Bicycle Ride event will take place. He invited staff to participate in this 26-mile occurrence.

Council Member Luis Cabrera reiterated what Mayor Gerardo Sanchez reported on Starbucks and added that he and Council Member Matias Rosales are currently attending the International Council of Shopping Centers (ICSC) to speak to other retailers. He added that it is very positive to see the community come together and support the local businesses, as other retailers will be able to see that Starbucks is thriving in the City of San Luis and meeting their sales quotas, so they will want to come to our community. He attended the grand opening of Starbucks and stated that they met their sales quota of one (1) week in three (3) days.

## 8. CALL TO THE PUBLIC

There were no comments from the public.

## 9. ADJOURNMENT

**MOTION:** Vice Mayor Mario Buchanan Jr./Council Member Africa Luna-Carrasco to adjourn the Regular Council meeting at approximately 7:35 p.m. Motion passed unanimously.

The vote was as follows:

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

**APPROVED:**

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Gerardo Sanchez, Mayor

**ATTEST:**

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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 September 28, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

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Sonia Cornelio, City Clerk



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. B.

Meeting Date: 10/11/2022

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#### Summary

#### **Disbursements from September 20, 2022 to October 3, 2022**

Total Disbursements \$1,427,859.17

(One Million, Four Hundred Twenty-Seven Thousand, Eight Hundred Fifty-Nine Dollars and Seventeen Cents)

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#### Attachments

Disbursements

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# City of San Luis

Finance Department

**COUNCIL MEETING OCTOBER 12, 2022**  
**Disbursement Report from 09/20/2022 TO 10/03/2022**

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	09/21/2022	\$ 86,972.94	Schedule A
Accounts Payable Check Account	09/22/2022	\$ 473,133.35	Schedule B
Payroll Check Account	09/27/2022	\$ 446,259.14	Schedule C
Accounts Payable Check Account	09/29/2022	\$ 421,493.74	Schedule D

**Total Disbursements: \$ 1,427,859.17**

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 OCT - 3 A 11:03

CITY OF SAN LUIS  
OFFICE OF THE CITY CLERK

Tier 1 & 2 Excess Contribution Refund

SAN LUIS POLICE DEPARTMENT

|---- Contribution Refund ----|

Member Name	Amount	Interest	Total	Address	City	State	ZIP
ALDAMA, EMMANUEL	\$1,502.07	\$623.32	\$2,125.39	P.O. BOX 2643	SAN LUIS	AZ	85349
CARDENAS JR., ERNESTO	\$1,715.15	\$702.44	\$2,417.59	2037 EAST BIENSTAR LANE	SAN LUIS	AZ	85349
ESPINOZA, ROGER	\$919.02	\$351.00	\$1,270.02				
GALVAN, AURELIO	\$1,687.71	\$698.13	\$2,385.84	711 S AVENUE C	YUMA	AZ	85364
GONZALEZ, KAROLINA	\$84.30	\$29.03	\$113.33	386 CUAHUTEMOC ST	SAN LUIS	AZ	85349
GUEVARA, ALAN	\$1,989.59	\$819.58	\$2,809.17	1774 E SAN PEDRO ST P.O. BOX 8081	SAN LUIS	AZ	85349
IBARRA, JOSE LUIS	\$993.72	\$421.73	\$1,415.45	PO BOX 6257	SAN LUIS	AZ	85349-6257
JESSUP, RICHARD DWIGHT	\$1,305.38	\$521.02	\$1,826.40	1315 W. LIBBY ST.	PHOENIX	AZ	85023
PEREZ, HAZIEL	\$462.71	\$174.66	\$637.37	1466 E. LOS OLIVOS DRIVE	SAN LUIS	AZ	85349
ROJAS JR., JOSE M.	\$687.55	\$257.15	\$944.70	919 E LA MESA ST	YUMA	AZ	85365
VALENCIA, LINO	\$1,374.87	\$547.81	\$1,922.68	P O BOX 14256	SAN LUIS	AZ	85349

Tier 1 & 2 Excess Contribution Refund

SAN LUIS FIRE DEPARTMENT

|---- Contribution Refund ----|

Member Name	Amount	Interest	Total	Address	City	State	ZIP
BURRUEL, ANTHONY	\$3,422.17	\$348.06	\$3,770.23	607 E RAMONA ST	SOMERTON	AZ	85350
FLORES, EMMANUEL	\$5,700.28	\$1,006.01	\$6,706.29	382 LOS TRES HOMBRES	SAN LUIS	AZ	85349
GARCIA, ALDO	\$8,764.32	\$2,001.98	\$10,766.30	979 SAN LUIS LANE	SAN LUIS	AZ	85349
GOMEZ, MARCO	\$10,347.87	\$2,731.67	\$13,079.54	2377 E. EDAIS ST.	SAN LUIS	AZ	85349
IBARRA, ALAN	\$483.80	\$161.08	\$644.88	7235 E 24TH LANE	YUMA	AZ	85365
NAVARRO JR., RICARDO	\$6,580.69	\$2,365.75	\$8,946.44	2695 W 27TH PLACE	YUMA	AZ	85364
O'DELL, MICHAEL R.	\$7,637.19	\$1,776.13	\$9,413.32	124 W. GEORGE ST.	SOMERTON	AZ	85350
PELFREY, COLT ALAN	\$2,525.12	\$964.40	\$3,489.52	26650 E COUNTY 11 1/2 ST	WELLTON	AZ	85356
RAMIREZ, RUBEN	\$467.45	\$217.67	\$685.12	P.O. BOX 13578	SAN LUIS	AZ	85349
RODARTE, RODRIGO	\$9,916.94	\$2,629.79	\$12,546.73	12706 S. AVE	YUMA	AZ	85364
RODRIGUEZ, MAURO C	\$4,348.00	\$1,767.33	\$6,115.33	P.O. BOX 3372	SA LUIS	AZ	85349
SILLAS, JESUS A.	\$4,015.81	\$1,650.87	\$5,666.68	1080 W 9TH AVENUE	SAN LUIS	AZ	85349
STEVENSON, MICHAEL D.	\$8,199.53	\$1,676.21	\$9,875.74	7247 E. 25TH STREET	YUMA	AZ	85365
YOUNG, BRENT T.	\$1,841.70	\$671.14	\$2,512.84	7112 E 36TH PLACE	YUMA	AZ	85365

# Payment Register

From Payment Date: 9/19/2022 - To Payment Date: 9/22/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
103539	09/19/2022	Open			Accounts Payable	RAMIREZ, FELIPE	\$132.00		
103540	09/19/2022	Open			Accounts Payable	SANDOVAL, MONTSERRAT	\$90.00		
103541	09/19/2022	Open			Accounts Payable	SANDOVAL VILLA, ALONDRA	\$90.00		
103542	09/19/2022	Open			Accounts Payable	VALENZUELA BRIONES, ALEJANDRO, YOKASTAS	\$350.00		
103543	09/19/2022	Open			Accounts Payable	VILLA, CLAUDIA	\$168.00		
103544	09/19/2022	Open			Accounts Payable	EXHIBITONE CORPORATION	\$900.00		
103545	09/20/2022	Open			Accounts Payable	Z TRENDZ	\$986.44		
103546	09/20/2022	Open			Accounts Payable	ID WHOLESALER	\$1,062.61		
103547	09/20/2022	Open			Utility Management Refund	AMERICA HOUSING CORP GRP #119	\$184.12		
103548	09/20/2022	Open			Utility Management Refund	AVILA, JESUS, H	\$107.44		
103549	09/20/2022	Open			Utility Management Refund	CARRILLO MARY & YITZEL CORONADO	\$200.00		
103550	09/20/2022	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #119	\$94.05		
103551	09/20/2022	Open			Utility Management Refund	MARTINEZ, MODESTA R	\$200.00		
103552	09/20/2022	Open			Utility Management Refund	MIRAMONTES, FRANCISCO & CINTHIA	\$228.86		
103553	09/20/2022	Open			Utility Management Refund	MONTIJO, ERNESTO & MARY E	\$80.85		
103554	09/20/2022	Open			Utility Management Refund	NUNES, LIDYA	\$165.51		
103555	09/20/2022	Open			Utility Management Refund	PRIETO, OLBERTO & AGUSTINA	\$99.96		
103556	09/20/2022	Open			Utility Management Refund	SALCEDO VAQUEZ, GONZALO	\$163.87		
103557	09/20/2022	Open			Utility Management Refund	SALMOS 127:1 LLC	\$2,281.62		
103558	09/20/2022	Open			Utility Management Refund	SEXTON, BROOKE M & CLARENCE	\$53.99		
103559	09/20/2022	Open			Utility Management Refund	SOSA, JESUS & KAREM	\$166.78		
103560	09/20/2022	Open			Utility Management Refund	WONG , MARIA, E	\$172.61		
103561	09/21/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$89.00		
103562	09/21/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$157.50		
103563	09/21/2022	Open			Accounts Payable	ERICK M CARIO QUEZADA	\$10,000.00		
103564	09/21/2022	Open			Accounts Payable	ALDAMA, EMMANUEL	\$623.32		
103565	09/21/2022	Open			Accounts Payable	BURRUEL, ANTHONY, SAUL	\$348.06		
103566	09/21/2022	Open			Accounts Payable	CARDENAS, ERENESTO	\$702.44		
103567	09/21/2022	Open			Accounts Payable	ESPINOZA, ROGER	\$351.00		
103568	09/21/2022	Open			Accounts Payable	FLORES, EMMANUEL	\$1,006.01		
103569	09/21/2022	Open			Accounts Payable	GALVAN, AURELIO	\$698.13		
103570	09/21/2022	Open			Accounts Payable	GARCIA, ALDO	\$2,001.98		

# Payment Register

From Payment Date: 9/19/2022 - To Payment Date: 9/22/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
103571	09/21/2022	Open			Accounts Payable	GOMEZ, MARCO, ANTONIO	\$2,731.67		
103572	09/21/2022	Open			Accounts Payable	GONZALEZ, KAROLINA	\$29.03		
103573	09/21/2022	Open			Accounts Payable	GUEVARA, ALAN	\$819.58		
103574	09/21/2022	Open			Accounts Payable	IBARRA, ALAN	\$161.08		
103575	09/21/2022	Open			Accounts Payable	IBARRA, JOSE	\$421.73		
103576	09/21/2022	Open			Accounts Payable	JESSUP , RICHARD, DWIGHT	\$521.02		
103577	09/21/2022	Open			Accounts Payable	NAVARRO, RICARDO	\$2,365.75		
103578	09/21/2022	Open			Accounts Payable	O'DELL, MICHAEL, R	\$1,776.13		
103579	09/21/2022	Open			Accounts Payable	PELFREY, COLT, ALAN	\$964.40		
103580	09/21/2022	Open			Accounts Payable	PEREZ, HAZIEL	\$174.66		
103581	09/21/2022	Open			Accounts Payable	RAMIREZ, RUBEN	\$217.67		
103582	09/21/2022	Open			Accounts Payable	RODARTE, RODRIGO	\$2,629.79		
103583	09/21/2022	Open			Accounts Payable	RODRIGUEZ, MAURO, C	\$1,767.33		
103584	09/21/2022	Open			Accounts Payable	ROJAS, JOSE, MANUEL	\$257.15		
103585	09/21/2022	Open			Accounts Payable	SILLAS, JESUS, A	\$1,650.87		
103586	09/21/2022	Open			Accounts Payable	STEVENSON, MICHAEL, D	\$1,676.21		
103587	09/21/2022	Open			Accounts Payable	VALENCIA, LINO	\$547.81		
103588	09/21/2022	Open			Accounts Payable	YOUNG, BRENT, THOMAS	\$671.14		
103589	09/22/2022	Open			Accounts Payable	CABRERA, LUIS	\$120.00		
103590	09/22/2022	Open			Accounts Payable	CARDENAS, ERNESTO	\$263.00		
103591	09/22/2022	Open			Accounts Payable	DUARTE, YIGAL	\$156.00		
103592	09/22/2022	Open			Accounts Payable	GALAVIZ, LIZANDRO	\$156.00		
103593	09/22/2022	Open			Accounts Payable	LARA, PAULINO	\$150.00		
103594	09/22/2022	Open			Accounts Payable	LOPEZ, ABRAHAM	\$295.00		
103595	09/22/2022	Open			Accounts Payable	ORTIZ, JUAN, C	\$427.02		
103596	09/22/2022	Open			Accounts Payable	ROSALES, MATIAS	\$156.00		
103597	09/22/2022	Open			Accounts Payable	RUIZ, OSCAR	\$263.00		
103598	09/22/2022	Open			Accounts Payable	RUIZ, OSCAR	\$153.00		
103599	09/22/2022	Open			Accounts Payable	SYNOVIA SOLUTIONS, LLC	\$434.00		
103600	09/22/2022	Open			Accounts Payable	TORRES, JENNY	\$121.00		
103601	09/22/2022	Open			Accounts Payable	VALENCIA, LINO	\$295.00		
103602	09/22/2022	Open			Accounts Payable	APS	\$50.00		
103603	09/22/2022	Open			Accounts Payable	ARCOS, ALEJANDRO	\$1.33		
103604	09/22/2022	Open			Accounts Payable	ARMAS, MICHAEL	\$8.01		
103605	09/22/2022	Open			Accounts Payable	ARVIZU, BLASA, M	\$0.89		
103606	09/22/2022	Open			Accounts Payable	AUTOZONE STORES, INC	\$3,108.16		
103607	09/22/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$140.00		
103608	09/22/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$80.10		
103609	09/22/2022	Open			Accounts Payable	BARRAGAN, MARIA, G	\$0.89		
103610	09/22/2022	Open			Accounts Payable	BELTRAN CLARK, CYNTHIA	\$1.33		
103611	09/22/2022	Open			Accounts Payable	BERMUDEZ, MARIA, L	\$24.48		
103612	09/22/2022	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$2,537.20		
103613	09/22/2022	Open			Accounts Payable	CORDOVA, IZAMAR	\$1.33		
103614	09/22/2022	Open			Accounts Payable	CORRALES SANCHEZ, ELVA	\$10.68		
103615	09/22/2022	Open			Accounts Payable	CRAIG BRODY LLC	\$1,440.00		
103616	09/22/2022	Open			Accounts Payable	DE LA TORRE, DIANA	\$2.22		
103617	09/22/2022	Open			Accounts Payable	DIAZ, MARC, E	\$10.68		
103618	09/22/2022	Open			Accounts Payable	ESCOBOSA, JESSICA	\$2.22		

# Payment Register

From Payment Date: 9/19/2022 - To Payment Date: 9/22/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
103619	09/22/2022	Open			Accounts Payable	FACTOR SALES, INC.	\$1,276.19		
103620	09/22/2022	Open			Accounts Payable	FAJARDO BUSTAMANTE, DANIA	\$0.45		
103621	09/22/2022	Open			Accounts Payable	FERGUSON WATERWORKS	\$20,618.60		
103622	09/22/2022	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$190.42		
103623	09/22/2022	Open			Accounts Payable	GILA ELECTRONIC	\$2,140.17		
103624	09/22/2022	Open			Accounts Payable	GLENN, ABRIL, T	\$13.35		
103625	09/22/2022	Open			Accounts Payable	HERNANDEZ, ALEJANDRA	\$4.45		
103626	09/22/2022	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$12,175.86		
103627	09/22/2022	Open			Accounts Payable	JUAREZ ORTEGA, SILEM, Z	\$0.89		
103628	09/22/2022	Open			Accounts Payable	LOPEZ, NATHALY, R	\$0.89		
103629	09/22/2022	Open			Accounts Payable	LOPEZ, XOCHITL	\$0.89		
103630	09/22/2022	Open			Accounts Payable	LUNA, CYNTHIA	\$150.00		
103631	09/22/2022	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$400.00		
103632	09/22/2022	Open			Accounts Payable	MARTINEZ, ISMAEL	\$22.25		
103633	09/22/2022	Open			Accounts Payable	MARTINEZ, LUZ, M	\$1.33		
103634	09/22/2022	Open			Accounts Payable	MEJIA, ROMELIA, A	\$18.69		
103635	09/22/2022	Open			Accounts Payable	MOLINA, TRONZ	\$0.89		
103636	09/22/2022	Open			Accounts Payable	MONJARRAZ, ALEJANDRA, D	\$10.68		
103637	09/22/2022	Open			Accounts Payable	MONTEZ, ISABEL	\$6.67		
103638	09/22/2022	Open			Accounts Payable	MOTION INDUSTRIES, INC.	\$245.34		
103639	09/22/2022	Open			Accounts Payable	O'REILLY AUTO PARTS	\$805.20		
103640	09/22/2022	Open			Accounts Payable	PARDO, ANA, E	\$13.35		
103641	09/22/2022	Open			Accounts Payable	PROVERBS 31 HOME	\$500.00		
103642	09/22/2022	Open			Accounts Payable	QUEVEDO CAZAREZ, EMILIAR	\$0.45		
103643	09/22/2022	Open			Accounts Payable	QUINTERO MEDINA, JOSE	\$1.78		
103644	09/22/2022	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	\$1,419.45		
103645	09/22/2022	Open			Accounts Payable	REYES, JUAN, M	\$1.33		
103646	09/22/2022	Open			Accounts Payable	RODRIGUEZ, DANIEL	\$1,084.12		
103647	09/22/2022	Open			Accounts Payable	RODRIGUEZ, SANTIAGO, C	\$1.33		
103648	09/22/2022	Open			Accounts Payable	RODRIGUEZ BRACAMONTE, MARINA	\$2.22		
103649	09/22/2022	Open			Accounts Payable	SANDOVAL, SYLVIA, A	\$17.86		
103650	09/22/2022	Open			Accounts Payable	SANFORD, JAMES	\$5,355.55		
103651	09/22/2022	Open			Accounts Payable	SILVA, DANIEL	\$1.33		
103652	09/22/2022	Open			Accounts Payable	SOCIAL DEMICS LLC	\$1,000.00		
103653	09/22/2022	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$40,561.39		
103654	09/22/2022	Open			Accounts Payable	THOMAS, KATHLY, M	\$1.33		
103655	09/22/2022	Open			Accounts Payable	TW ASSOCIATES LLC	\$669.60		
103656	09/22/2022	Open			Accounts Payable	VALENZUELA, ELIZABETH, A	\$1.33		
103657	09/22/2022	Open			Accounts Payable	VARGAS, ESPERENZA, G	\$0.89		
103658	09/22/2022	Open			Accounts Payable	VARGAS, HERIBERTO	\$10.68		
103659	09/22/2022	Open			Accounts Payable	WESTAIR GASES & EQUIPMENT INC.	\$210.96		
103660	09/22/2022	Open			Accounts Payable	YUMA INSURANCE, INC	\$50.00		
103661	09/22/2022	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$250.54		
103662	09/22/2022	Open			Accounts Payable	ZAMUDIO, ELSA, Y	\$0.89		
103663	09/22/2022	Open			Accounts Payable	ZAPIEN GARCIA, OSCAR, A	\$4.89		

# Payment Register

From Payment Date: 9/19/2022 - To Payment Date: 9/22/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
103664	09/22/2022	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$844.45		
103665	09/22/2022	Open			Accounts Payable	MAJCO LLC	\$1,226.20		
103666	09/22/2022	Open			Accounts Payable	SHARP AUTO GLASS LLC	\$869.39		
103667	09/22/2022	Open			Accounts Payable	JET RENT	\$7,087.20		
103668	09/22/2022	Open			Accounts Payable	KS STATE BANK	\$236.59		
Type Check Totals:									
EFT									
2046	09/19/2022	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY CO, INC.	\$86.37		
2047	09/19/2022	Open			Accounts Payable	USA BLUE BOOK	\$1,196.91		
2049	09/22/2022	Open			Accounts Payable	BSN SPORTS	\$1,778.84		
2050	09/22/2022	Open			Accounts Payable	FRUTH GROUP INC	\$865.93		
2051	09/22/2022	Open			Accounts Payable	POLAR ICE LLC	\$316.08		
2052	09/22/2022	Open			Accounts Payable	SWEETWATER SOUND INC.	\$838.41		
2053	09/22/2022	Open			Accounts Payable	ALSCO, INC	\$1,988.49		
2054	09/22/2022	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$363.65		
2055	09/22/2022	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL P&C	\$160,172.44		
2056	09/22/2022	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	\$300.00		
2057	09/22/2022	Open			Accounts Payable	BILL ALEXANDER FORD	\$1,568.27		
2058	09/22/2022	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	\$3,426.96		
2059	09/22/2022	Open			Accounts Payable	CDWG	\$18,045.74		
2060	09/22/2022	Open			Accounts Payable	CITY OF YUMA	\$14,450.11		
2061	09/22/2022	Open			Accounts Payable	CONSTRUCTION PRODUCT MARKETING, LLC	\$2,047.71		
2062	09/22/2022	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$75.00		
2063	09/22/2022	Open			Accounts Payable	DE LA HOYA, TADEO	\$1,996.98		
2064	09/22/2022	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$37.75		
2065	09/22/2022	Open			Accounts Payable	DESERT WATER STORE INC	\$158.08		
2066	09/22/2022	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$285.00		
2067	09/22/2022	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$25,555.61		
2068	09/22/2022	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$67.49		
2069	09/22/2022	Open			Accounts Payable	MAGU ENTERPRISE	\$950.00		
2070	09/22/2022	Open			Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC	\$2,018.68		
2071	09/22/2022	Open			Accounts Payable	NAPA AUTO PARTS	\$487.56		
2072	09/22/2022	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$1,002.14		
2073	09/22/2022	Open			Accounts Payable	OMEGA INDUSTRIAL SUPPLY INC	\$2,682.20		
2074	09/22/2022	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$3,000.00		
2075	09/22/2022	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	\$33,152.50		
2076	09/22/2022	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	\$9,998.99		
2077	09/22/2022	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$187.28		
2078	09/22/2022	Open			Accounts Payable	REPUBLIC EVS LLC	\$1,138.50		
2079	09/22/2022	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$14,500.00		
2080	09/22/2022	Open			Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC	\$280.53		
2081	09/22/2022	Open			Accounts Payable	SPECIALTY SEWING SENTER, INC.	\$238.48		

# Payment Register

From Payment Date: 9/19/2022 - To Payment Date: 9/22/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
2082	09/22/2022	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$1,657.49			
2083	09/22/2022	Open			Accounts Payable	TORRES, ALEJANDRA , S	\$1,274.52			
2084	09/22/2022	Open			Accounts Payable	ULINE, INC.	\$1,255.65			
2085	09/22/2022	Open			Accounts Payable	USA BLUE BOOK	\$1,382.58			
2086	09/22/2022	Open			Accounts Payable	VALLEY COLLECTION SERVICE, LLC	\$70.14			
2087	09/22/2022	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$1,879.77			
2088	09/22/2022	Open			Accounts Payable	WESCO DISTRIBUTION INC	\$5,838.34			
2089	09/22/2022	Open			Accounts Payable	YUMA AUTO REBUILDERS LLC	\$333.80			
2090	09/22/2022	Open			Accounts Payable	YUMA SUN INC	\$199.51			
2091	09/22/2022	Open			Accounts Payable	YUMA TRUCK PARTS	\$726.85			
Type EFT Totals:										
1BYPAYABLE - 1st BY Accounts Payable Totals							45 Transactions	\$319,877.33		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	130	\$153,256.02	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	130	\$153,256.02	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	45	\$319,877.33	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	45	\$319,877.33	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	175	\$473,133.35	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 9/19/2022 - To Payment Date: 9/22/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
<b>Grand Totals:</b>					Total	175	\$473,133.35	\$0.00	
					<b>Checks</b>		<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	130	\$153,256.02	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>130</b>	<b>\$153,256.02</b>	<b>\$0.00</b>	
					<b>EFTs</b>		<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	45	\$319,877.33	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>45</b>	<b>\$319,877.33</b>	<b>\$0.00</b>	
					<b>All</b>		<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	175	\$473,133.35	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>175</b>	<b>\$473,133.35</b>	<b>\$0.00</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: 2022.09.22 16:23:15  
,07'00'



# Pay Day Register

Pay Date Range 09/10/22 - 09/23/22

Pay Batch 202220

## Pay Batch 202220 Total

Employees in Pay Batch 292

Female Employees in Pay Batch 85

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
100 - REGULAR	19,942.1678	466,790.61	Gross	618,491.06	ASRS ALTERNATE	801.59
1001 - LEAVE WITHOUT PAY	16.4500	.00	Imputed Income		AZ STATE RETIREMENT	40,071.59
1005 - BEREAVEMENT	22.8334	486.09	FEDERAL TAX WITHHOLDING	43,012.08	LONG TERM DISABILITY	466.35
1009 - PART TIME	593.8332	10,465.37	SOCIAL SECURITY TAX	38,346.57	PSPRS FIRE DB NORM - TIER 1	9,520.50
1010 - PART TIME FIREFIGHTERS	94.8334	1,818.71	MEDICARE	8,968.05	PSPRS FIRE DB NORM - TIER 2	970.23
1019 - EMERGENCY PAID SICK	24.0000	607.20	STATE WITHHOLDING	13,785.03	PSPRS FIRE DB NORM - TIER 3	3,764.25
201 - OVERTIME	970.0671	31,664.92	AZ STATE RETIREMENT	40,071.59	PSPRS FIRE DCCN - TIER 3	214.30
202 - OP STONE GARDEN- O.T.	639.5000	28,728.65	DEFERRED COMP - ROTH	295.00	PSPRS FIRE DISABILITY - TIER	39.53
2023 - FMLA - SICK LEAVE	80.0000	1,464.00	DEFERRED COMPENSATION	2,370.00	PSPRS PENSION FIRE WC	171.64
203 - DUI ABATEMENT	30.0000	1,284.93	DEFERRED COMPENSATION	100.00	PSPRS POLICE DB NORM - TIER	6,802.95
2036 - MARSHALS OT	2.5000	102.60	GARNISHMENT - CHILD	2,235.78	PSPRS POLICE DB NORM - TIER	733.47
300 - VACATION EARNED	1,146.1322	.00	LONG TERM DISABILITY	466.35	PSPRS POLICE DB NORM - TIER	4,228.11
301 - VACATION USED	803.8334	18,426.46	PSPRS FIRE DB RATE - TIER 1a	5,040.67	Total	\$67,784.51
400 - SICK EARNED	1,049.4400	.00	PSPRS FIRE DB RATE - TIER 1b	978.52		
401 - SICK USED	666.3001	14,092.77	PSPRS FIRE DB RATE - TIER 2	613.41	Workers' Comp	
500 - ON CALL PAY	.0000	1,351.28	PSPRS FIRE DB RATE - TIER 3	4,180.46	ANIMAL CONTROL OFFICERS	30.78
501 - WC PUBLIC SAFETY USED	35.3332	683.00	PSPRS FIRE DC RATE - TIER 3	214.30	ATTORNEY- ALL & CLERICAL-	80.86
502 - ON CALL PAY I.T.	.0000	100.00	PSPRS FIRE DISABILITY RATE	39.53	AUTO SERVICE/ REPAIR	286.44
809 - RETRO PAY	5.8333	74.67	PSPRS POLICE DB RATE - TIER	4,549.65	BUILDING- NOC OPER BY	1,005.62
900 - COMPENSATION EARNED	125.7500	.00	PSPRS POLICE DB RATE - TIER	1,899.20	BUS COMPANY AND DRIVERS	177.84
901 - COMPENSATION USED	268.6167	6,913.95	PSPRS POLICE DB RATE - TIER 2	695.28	CLERICAL OFFICE/ LIBRARY/	319.48
924 - AMBULANCE - REGULAR	1,270.1668	24,616.92	PSPRS POLICE DB RATE - TIER 3	4,228.11	Electrician	61.19
925 - AMBULANCE - OVERTIME	290.5000	8,818.93	US & MEX HEALTH = C	142.34	FIREFIGHTERS & DRIVERS	6,398.25
Total	28,078.0906	\$618,491.06	Net	\$446,259.14	GARBAGE/ ASH/ REFUSE	405.25
					Homemaker Service	20.31
					MUNICIPAL/ TOWN/	358.05
					PARKS- NOC ALL EMPLOYEES	681.72
					POLICE OFFICERS	6,616.19
					RECREATION- ALL EMPLOYEES/	235.37
					SEWAGE DISPOSAL/ PLANT	747.84
					Street or Road Construction	2,003.38
					WATERWORKS OPERATIONS	645.39
					Total	\$20,073.96
					Direct Deposits	Amount
					1st Bank Yuma	33,928.11
					ACADEMY BANK	2,485.64
					Bank of America	1,847.60
					Bank of America CA	898.39

Monica  
Castro

Digitally signed by Monica Castro  
DN: CN = Monica Castro email =  
mcastro@sanluisaz.gov C = AD  
Date: 2022.09.27 16:59:13 -0700

Schedule C

# Payment Register

From Payment Date: 9/26/2022 - To Payment Date: 9/29/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
103669	09/27/2022	Open			Accounts Payable	RUSH TRUCK CENTER	\$1,303.28		
103670	09/27/2022	Open			Accounts Payable	ISC2	\$2,844.80		
103671	09/29/2022	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,235.78		
103672	09/29/2022	Open			Accounts Payable	ALDAMA, EMMANUEL	\$150.00		
103673	09/29/2022	Open			Accounts Payable	ASTORGA, ERICK	\$268.00		
103674	09/29/2022	Open			Accounts Payable	CARDENAS, ERNESTO	\$150.00		
103675	09/29/2022	Open			Accounts Payable	CENTURYLINK	\$5,648.22		
103676	09/29/2022	Open			Accounts Payable	DUENAS, ADRIAN	\$150.00		
103677	09/29/2022	Open			Accounts Payable	FLORES, EMMANUEL	\$117.99		
103678	09/29/2022	Open			Accounts Payable	HEMMER, ADRIAN	\$150.00		
103679	09/29/2022	Open			Accounts Payable	RAMIREZ, ALEJANDRO	\$150.00		
103680	09/29/2022	Open			Accounts Payable	ROJAS, JOSE	\$268.00		
103681	09/29/2022	Open			Accounts Payable	RUIZ, OSCAR	\$74.00		
103682	09/29/2022	Open			Accounts Payable	SOLANO, CARLOS	\$71.94		
103683	09/29/2022	Open			Accounts Payable	STEVENSON, MICHAEL	\$167.00		
103684	09/29/2022	Open			Accounts Payable	24K ENGRAVING AND AWARDS LLC	\$1,030.94		
103685	09/29/2022	Open			Accounts Payable	AIRGAS USA LLC	\$774.63		
103686	09/29/2022	Open			Accounts Payable	AUTOZONE STORES, INC	\$7,363.15		
103687	09/29/2022	Open			Accounts Payable	CENTURYLINK	\$422.32		
103688	09/29/2022	Open			Accounts Payable	CENTURYLINK	\$303.86		
103689	09/29/2022	Open			Accounts Payable	CENTURYLINK	\$422.32		
103690	09/29/2022	Open			Accounts Payable	CORRAL, RICARDO	\$40.00		
103691	09/29/2022	Open			Accounts Payable	DAVE BANG ASSOC. INC.	\$53,994.91		
103692	09/29/2022	Open			Accounts Payable	DESERT VETERINARY CLINIC PLC	\$36.26		
103693	09/29/2022	Open			Accounts Payable	ERICK M CARIO QUEZADA	\$13,500.00		
103694	09/29/2022	Open			Accounts Payable	FERGUSON WATERWORKS	\$8,495.16		
103695	09/29/2022	Open			Accounts Payable	FRANCO LUNA, ROSSMART , FELIPE	\$150.00		
103696	09/29/2022	Open			Accounts Payable	FX TACTICAL, LLC	\$454.02		
103697	09/29/2022	Open			Accounts Payable	GIS PLANNING INC	\$9,530.00		
103698	09/29/2022	Open			Accounts Payable	GONZALEZ ROBLES, ADRIAN, ANTONIO	\$90.00		
103699	09/29/2022	Open			Accounts Payable	GREEN TECH PLUMBING	\$840.00		
103700	09/29/2022	Open			Accounts Payable	LAGUNA, JOSE, LUZ	\$1,665.00		
103701	09/29/2022	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$352.00		
103702	09/29/2022	Open			Accounts Payable	LUNA, CYNTHIA	\$150.00		
103703	09/29/2022	Open			Accounts Payable	MEGUI, ISAAC, DANIEL	\$540.00		
103704	09/29/2022	Open			Accounts Payable	MERRILL WALKER BUILDERS, INC.	\$101,103.91		
103705	09/29/2022	Open			Accounts Payable	MOLINA, YOLANDA	\$1,600.00		
103706	09/29/2022	Open			Accounts Payable	MORENO, GENOVEVA, S	\$70.00		
103707	09/29/2022	Open			Accounts Payable	NILSON, JOSHUA	\$7,049.00		
103708	09/29/2022	Open			Accounts Payable	O'REILLY AUTO PARTS	\$831.13		
103709	09/29/2022	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	\$742.54		
103710	09/29/2022	Open			Accounts Payable	QUEVEDO, ERICK	\$435.48		
103711	09/29/2022	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$1,060.00		
103712	09/29/2022	Open			Accounts Payable	RAMIREZ, FELIPE	\$432.00		

Schedule 17

# Payment Register

From Payment Date: 9/26/2022 - To Payment Date: 9/29/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
103713	09/29/2022	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$264.00			
103714	09/29/2022	Open			Accounts Payable	REBOLLEDO, CONSUELO	\$100.00			
103715	09/29/2022	Open			Accounts Payable	RODRIGUEZ, DANIEL	\$1,084.12			
103716	09/29/2022	Open			Accounts Payable	RUIZ, IGNACIO	\$65.00			
103717	09/29/2022	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$2,279.47			
103718	09/29/2022	Open			Accounts Payable	SANDOVAL, MONTSERRAT	\$180.00			
103719	09/29/2022	Open			Accounts Payable	SANDOVAL VILLA, ALONDRA	\$180.00			
103720	09/29/2022	Open			Accounts Payable	SANDOVAL, SALVADOR	\$348.90			
103721	09/29/2022	Open			Accounts Payable	TORRES, JESUS, A	\$175.00			
103722	09/29/2022	Open			Accounts Payable	TRI-TECH FORENSICS INC.	\$499.69			
103723	09/29/2022	Open			Accounts Payable	ULTRA SHOW MAKERS LLC	\$12,871.32			
103724	09/29/2022	Open			Accounts Payable	VALENZUELA BRIONES, ALEJANDRO, YOKASTAS	\$620.00			
103725	09/29/2022	Open			Accounts Payable	VASQUEZ, EVA	\$75.69			
103726	09/29/2022	Open			Accounts Payable	VILLA, CLAUDIA	\$264.00			
103727	09/29/2022	Open			Accounts Payable	YUMA COUNTY HEALTH DEPT.	\$112.00			
103728	09/29/2022	Open			Accounts Payable	BALAR EQUIPMENT CORPORATION	\$1,712.77			
103729	09/29/2022	Open			Accounts Payable	FENCING BY S.K. L.L.C.	\$429.27			
103730	09/29/2022	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$261.58			
103731	09/29/2022	Open			Accounts Payable	SOUTHWEST RUBBER & SUPPLY CO INC	\$3,755.68			
Type Check Totals:							63 Transactions	\$252,506.13		
EFT										
2095	09/27/2022	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	\$1,417.31			
2097	09/29/2022	Open			Accounts Payable	ALSCO, INC	\$946.35			
2098	09/29/2022	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$119.25			
2099	09/29/2022	Open			Accounts Payable	AMBERLY'S PLACE	\$3,500.00			
2100	09/29/2022	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$12,021.80			
2101	09/29/2022	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$568.13			
2102	09/29/2022	Open			Accounts Payable	BILL ALEXANDER FORD	\$38.00			
2103	09/29/2022	Open			Accounts Payable	BTE BODY COMPANY INC	\$966.91			
2104	09/29/2022	Open			Accounts Payable	CDWG	\$38,470.53			
2105	09/29/2022	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	\$235.00			
2106	09/29/2022	Open			Accounts Payable	CSC OF YUMA	\$636.31			
2107	09/29/2022	Open			Accounts Payable	D & H ELECTRIC INC.	\$6,500.00			
2108	09/29/2022	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$250.50			
2109	09/29/2022	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	\$4,694.36			
2110	09/29/2022	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$1,281.85			
2111	09/29/2022	Open			Accounts Payable	DESERT WATER STORE INC	\$91.58			
2112	09/29/2022	Open			Accounts Payable	DIGITAL ROOM LLC	\$1,125.43			
2113	09/29/2022	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$1,405.00			
2114	09/29/2022	Open			Accounts Payable	GOVERNMENTJOBS.COM, INC	\$12,157.12			
2115	09/29/2022	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	\$15,940.75			
2116	09/29/2022	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	\$361.76			



# Payment Register

From Payment Date: 9/26/2022 - To Payment Date: 9/29/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	63	\$252,506.13	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>63</b>	<b>\$252,506.13</b>	<b>\$0.00</b>	
				<b>EFTs</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	42	\$168,987.61	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>42</b>	<b>\$168,987.61</b>	<b>\$0.00</b>	
				<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	105	\$421,493.74	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>105</b>	<b>\$421,493.74</b>	<b>\$0.00</b>	
<b>Grand Totals:</b>									
				<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	63	\$252,506.13	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>63</b>	<b>\$252,506.13</b>	<b>\$0.00</b>	
				<b>EFTs</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	42	\$168,987.61	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>42</b>	<b>\$168,987.61</b>	<b>\$0.00</b>	
				<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	105	\$421,493.74	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>105</b>	<b>\$421,493.74</b>	<b>\$0.00</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: 2022.09.29 18:06:02  
+07'00'



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. C.

**Meeting Date:** 10/11/2022

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the final design and placement location of the City of San Luis Tourism Letters. **(Lizandro Galaviz, Acting City Manager)**

#### SUMMARY:

For the past year, staff has been working on the City of San Luis Tourism Letters. Various designs have been presented to City Council and staff would like to present the final design. Staff has reached out to vendors who can create and install the tourism letters and the vendors have provided quotes for this project. The vendors who were contacted by staff for quotes are Penn Neon Signs, Yuma Sign Masters, and GCI Construction & Inspections, LLC. Currently, the only vendors who have provided staff with quotes are Penn Neon Signs and GCI Construction & Inspections, LLC. From the two quotes received, the lowest quote pertains to GCI Construction & Inspections, LLC for the amount of \$33,782.40. Staff reached out to Yuma Sign Masters to follow up on the quote that was requested, however, they have not responded to the email.

Apart from the addition of the letters, staff would like to beautify this area by adding artificial turf to this location. This addition will complement the area and provide greenery to the location where the tourism letters will be placed. Staff reached out to an existing vendor, Southwest Turf Supply, LLC, and they were given a quote for the amount of \$8,080.21. The City of San Luis Tourism Letters will be placed at the corner of Main Street and Urtuzuastegui Street. This is a great area due to the amount of pedestrian and vehicle traffic that goes past this area. This is the main street taken by the community coming into our city to visit local stores, and restaurants, attend school, work, or heading into Mexico after a long day. Once the letters are received, they will be installed in-house by one of our City of San Luis Departments.

The City of San Luis Purchasing Code 3.05.010 (C) states whenever any contemplated purchase or contract for service is for the sum of at least \$10,000 but not more than \$44,999.99, the requisitioning department, with the assistance of the Purchasing Department, shall solicit three (3) written quotes (inclusive of all cost) from vendors and submit them to the Purchasing Department, for awarding to the lowest responsive quote. If three written quotations cannot be obtained, documentation showing vendors contacted that did not offer price quotes or explaining why price quotes were not obtained shall be maintained with the purchasing documents. No purchase or contract for service pursuant to this subsection shall be made before approval by the purchasing agent. Currently, the lowest quote pertains to GCI Construction & Inspections, LLC and this is the vendor staff would like to move forward with.

Staff would like to present to City Council the final design of the City of San Luis Tourism Letters, the quotes obtained for the purchase and installation of such letters as well as the quote for the beautification of the area. Based on the presented quotes from GCI Construction & Inspections, LLC

and Southwest Turf Supply, LLC, the grand total for the City of San Luis Tourism Letters Project is \$41,862.61. Due to this project not being budgeted for Fiscal Year 2022-2023, staff would like to request funds from the City Council contingency budget in order to fulfill this project.

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO APPROVE GCI CONSTRUCTION, LLC TO FABRICATE AND INSTALL THE TOURISM LETTERS FOR \$33,782.40, APPROVE SOUTHWEST TURF SUPPLY, LLC TO PROVIDE LANDSCAPING FOR \$8,080.21, AND APPROVE A BUDGET TRANSFER FROM COUNCIL CONTINGENCY TO THE CAPITAL OUTLAY IMPROVEMENT BUILDING ACCOUNT.**

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**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** YES  
**CITY/STATE/FEDERAL FUNDS:** CITY  
**TOTAL:** \$41,862.61  
**BUDGETED AMOUNT:** N/A  
**AVAILABLE AMOUNT TO TRANSFER:** YES  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** SEE FINANCIAL IMPACT  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

The Tourism Letters Project had been presented to City Council in the past during Work Sessions on July 07, 2021 and May 04, 2022. During the Work Session on May 04, 2022, the design was selected and staff began to request quotes to move forward with the project. Staff would like to request council approval to do a budget transfer of \$41,863.00 from the City Council - Contingency Account (100-110-81000) to the Capital Outlay - Improvement Building Account (100-999-90005) to have enough budget to fulfill this project.

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**Attachments**

Selected Tourism Letters  
Main Street Tourism Letters  
Penn Neon Sign - Tourism Letter Quote  
Penn Neon Sign - Tourism Letters Design Proposal  
GCI Construction & Inspections, LLC - Tourism Letters Quote  
GCI Construction & Inspections, LLC - Installation Quote  
GCI Construction & Inspections, LLC - Tourism Letters Design Proposal  
Yuma Sign Masters - Email 09.21.2022  
Southwest Turf Supply Invoice - Landscaping  
Budget Transfer - COSL Tourism Letters

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**PROPUESTA 3**





**SOL**  
International

**SAN AZUL**

Since 1946



DESIGNERS & MANUFACTURERS OF QUALITY SIGNS
707 West 8th Street Yuma, Arizona 85364

PROPOSAL

220687-01

Date: 09/01/2022

Expires:

Drawing Numbers:

Project: CITY OF SAN LUIS AZ LETTERS
SAN LUIS,

Client: City of San Luis
PO Box 1170
San Luis, AZ 85349

Contact: LOUIE G 928-919-8613

We are pleased to offer this proposal for the following services at the above location.

Table with 2 columns: Project Description, Item Total. Includes details for fabricating and installing channel letters.

Deposit Rate: 50% Subtotal: \$42,625.00
Deposit: \$21,312.50 Total: \$42,625.00

Notes: All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change.

Exclusions: Sign permits, structural engineering, traffic control equipment and permits are not included in the above quotations and if required shall be invoiced on a time and material basis.

Warranty: 12 months against defective materials and 12 month unconditional guarantee on parts and labor.

Terms: 50% advanced deposit with 40% before install and 10% balance due upon completion of project.

Salesperson: Ron Contreras

Buyer's Acceptance Title Date

Seller's Acceptance Title Date



**ONE SET OF NON-ILLUMINATED PAN LETTERS OVERALL SIZE IS 8'X16' X 1' WIDE  
 CLOSED BACKS WITH DIGITAL LAM ON FRONT AND SIDES, PAINTED BACK.  
 SIGN TO BE INSTALLED ON CONCRETE SLAB PROVIDED BY CITY.  
 PERMIT AND ART BY CITY OF SAN LUIS.**



**PROJECT:**  
 CITY OF SAN LUIS  
 ENTRANCE SIGNS  
 10-27-23

The proofing process is a courtesy to you, it gives a visual representation of what the final project will look like and includes all of the information you requested on your signage.

Review proof carefully, spelling is **YOUR** responsibility. Please note drawing is not to scale.

Colors will vary from electronic proof. If color is critical, printed samples can be provided at our location before your job is put into production.

Approved as is.  Changes needed, please send new proof

Customer Signature \_\_\_\_\_

**DRAWING DATE:**

**REVISION:**

**FILE NAME:**

**MEMBERS**



**707 W. 8TH ST. YUMA, AZ 85364**

**PHONE: 928.782.2501**

**FAX: 928.343.4076**

**E-MAIL: SALES@PENNSIGNS.COM**

**THIS SHEET AND THE DESIGNS ARE PROPERTY OF PENN NEON SIGN CO., INC. AND MAY NOT BE REPRODUCED IN ANY MEDIA. WITHOUT WRITTEN PERMISSION OF SAME.**



**PROPOSAL #1349**

Date
9/21/2022

To:  
 Mr. Louie Galaviz  
 City Manager  
 City of San Luis

RE: LETTERS (SAN LUIS AZ )

Work	Description	Price	Total
	* production and delivery of "SAN LUIS AZ" letters of approximate dimension 8' high x 16' long and 1' thick. Proposal includes Engineers structural design, manufacturing and painting of letters, delivery.		
	* manufacturing & painting		\$16,000.00
	* delivery		\$500.00
	* Engineers design		\$5,000.00
	<b>Exceptions:</b>		
	* does not include construction of foundation (footings)		
	* does not include installation		
			\$21,500.00
	taxes	8%	\$1,720.00
			\$23,220.00
	Profit	15%	\$3,483.00
			\$26,703.00
	<b>TOTAL</b>		<b>\$26,703.00</b>

All work to be completed in a workmanlike manner according to normal standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge and above the estimate.

**Acceptance of Proposal:**

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



**PROPOSAL #1351**

Date
9/28/2022

To:  
 Mr. Louie Galaviz  
 City Manager  
 City of San Luis

RE: LETTERS (SAN LUIS AZ )

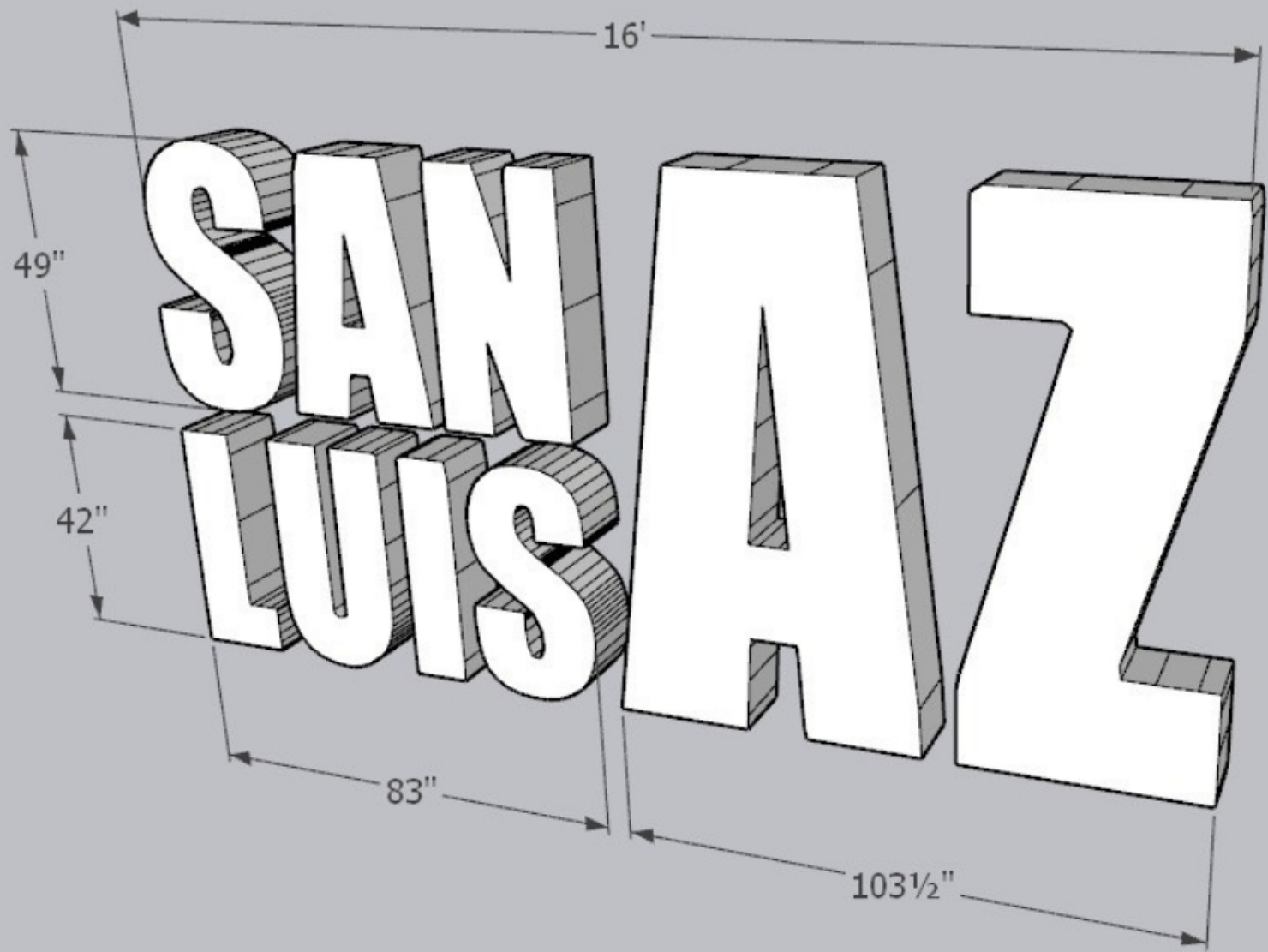
Work	Description	Price	Total
	* Installation of letters "SAN LUIS AZ" approximate dimensions 8' high x 16' long and 1' thick. Proposal includes dig footing, place rebar and anchor bolts as per Engineers structural design. Hire a crane to install in place.		
	* Labor to dig footing, install rebar, set anchor bolts and place concrete		\$1,500.00
	* materials to include concrete, rebar and anchor bolts		\$1,100.00
	* Labor to install letters once concrete has cured		\$750.00
	* crane rental		\$850.00
	* Supervision		\$1,500.00
			\$5,700.00
	taxes	8%	\$456.00
			\$6,156.00
	Profit	15%	\$923.40
			\$7,079.40
	<b>TOTAL</b>		<b>\$7,079.40</b>

All work to be completed in a workmanlike manner according to normal standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge and above the estimate.

Acceptance of Proposal:

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



**RE: San Luis AZ sign**

Crystal Fragozo <CFragozo@sanluisaz.gov>

Wed 9/21/2022 10:48 AM

To: Sales <sales@yumasignmasters.com>

Good morning Mr. Villapando,

I wanted to follow up on the quote that was requested a couple of weeks ago. We are getting ready to present this project to City Council and I need to add the quote to our agenda item 😊

If you could please let me know, at the best of your convenience, I would greatly appreciate it.

If you have any questions or concerns, feel free in letting me know.

Thank you and have a great rest of your day,

*Crystal Ochoa*

Administrative Coordinator | City of San Luis | Parks and Recreation Department

744 Cesar Chavez Blvd | P.O BOX 1170 | San Luis, AZ 85349

P: 928.341.8535 | C: 928.210.3269 | E: [cochoa@sanluisaz.gov](mailto:cochoa@sanluisaz.gov)



**From:** Sales <sales@yumasignmasters.com>

**Sent:** Thursday, September 1, 2022 11:25 AM

**To:** Crystal Fragozo <CFragozo@sanluisaz.gov>

**Subject:** [EXTERNAL] San Luis AZ sign

Crystal

Have not received the logo I requested a few days ago so I can get you a precise price quote on the sign.

**GREG VILLAPANDO**

SALES EXECUTIVE

1165 S. 4<sup>th</sup> Avenue · Yuma, AZ · 85364

P 928.782.7497 · C 928.580.7938

W [www.yumasignmasters.com](http://www.yumasignmasters.com)

AZ ROC 334597 · CA ROC 607955



**Southwest Turf Supply, LLC**

4200 E 32nd St  
Yuma, AZ 85365 US  
+1 9283188873



**SOUTHWEST  
TURF & ROCK**

**INVOICE**

**BILL TO**

Jose Santiago

**SHIP TO**

Jose Santiago

**INVOICE #** 7052

**DATE** 08/09/2022

**DUE DATE** 08/09/2022

**TERMS** Due on receipt

PRODUCT NUMBER	QTY	DESCRIPTION	PRICE	TOTAL
Southwest 82 Play Pro	3,000		2.15	6,450.00T
M/A Fines	18		21.00	378.00T
Nails 50 lb Box	1		80.00	80.00T
Staples 100 Count	4		12.00	48.00T
20 Grit Infill 100 lb	30		13.50	405.00T
Delivery	2		50.00	100.00

**MAIN STREET PROJECT**

\*All rock and turf deliveries are CURBSIDE unless customer has indicated otherwise and a waiver has been signed.

\*15% restocking fee for all accepted returns

SUBTOTAL	7,461.00
TAX	619.21
TOTAL	8,080.21
<b>BALANCE DUE</b>	<b>\$8,080.21</b>



## City of San Luis Budget Adjustment Form

**Reason for Budget Adjustment:**

Budget transfer for the Capital Outlay: Improve Build account is needed to cover the project expense of the San Luis Tourism Letters. This project is being presented to City Council on Wednesday, October 05, 2022 and if given the direction to move forward, staff will need the budget mentioned below to complete the purchase and installation of the San Luis Tourism letters as well as to begin with the beautification of the area where these letters will be placed. This budget transfer should be sufficient to cover the expense of this project.

Account Number	Account Name	Amended Budget FY 22/23	Budget to be revised (Add to)	Budget to be decreased (taken from)	Available Balance Budget FY 22/23
100-110-81000	Contingencies	\$300,000.00		\$41,863.00	\$258,137.00
100-999-90005	Capital Outlay - Improv Build	\$7,777,260.00	\$41,863.00		\$7,819,123.00
<b>Total</b>			\$41,863.00	\$41,863.00	

Department Head \_\_\_\_\_ Date 9/29/2022  
 City Manager \_\_\_\_\_ Date \_\_\_\_\_  
 Finance Department \_\_\_\_\_ Date \_\_\_\_\_



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. D.

**Meeting Date:** 10/11/2022

**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

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#### ITEM:

Discussion and possible action on any and all matters regarding the garden area fencing at the Cesar Chavez Cultural Center. **(Lizandro Galaviz, Acting City Manager)**

#### SUMMARY:

The Cesar Chavez Cultural Center has been in high-demand community events and gatherings for the last couple of months. Due to this, staff has decided to add a garden area for the community to have an outside area to enjoy during their reservations. The addition of a garden area was presented to City Council during the Budget Retreat for Fiscal Year 2022-2023 and was given a budget of \$64,921.69. Staff reached out to various Yuma County vendors and received quotes from Brenda's Custom Works, Yopez Enterprises LLC., and Beast Metal Fabrication and Constructions. All three (3) quotes are for the fencing that is needed to surround the future garden area.

From the three (3) quotes received, the lowest bidder is Yopez Enterprises LLC in the amount of \$48,799.00. Per City Procurement Code 3.05.010 (D), whenever any contemplated purchase, except for professional services as defined in the San Luis City Code 3.05.080 is for the sum of \$45,000.00 or more, the purchasing agent shall cause to be published in two (2) issues of a newspaper of general circulation, notice inviting sealed bids or requests for proposals, which notice shall be published at least five (5) days before the date set for the receipt of the bids or proposals.

The Finance Department has requested that vendors have a city business license as well as a state Registrar of Contractors (ROC) license. Staff has contacted all three (3) vendors and the vendor who has recently obtained their state ROC is Yopez Enterprises LLC. The other vendors have mentioned to staff that they do not have a state ROC but have not advised if they plan on processing their ROC license.

Staff would like to seek direction in regard to waiving the procurement code and allowing the selection of the lowest bid received. Due to the rising cost of materials and items being delayed due to shipping issues, staff would like to begin the fencing of the garden area as soon as possible. Staff believes that the quotes received are fair in pricing and would like to move forward instead of having to go out to bid and wait a couple of months for this project to begin. Staff is open to any recommendations City Council may have.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE GARDEN AREA FENCING BY YEPEZ ENTERPRISES AS PRESENTED IN THE AMOUNT OF \$48,799.00 AND WAIVE FORMAL BIDDING PROCEDURES FOR THE REASONS PRESENTED.**

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**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** YES  
**CITY/STATE/FEDERAL FUNDS:** CITY  
**TOTAL:** \$48,799.00  
**BUDGETED AMOUNT:** \$64,921.69  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** CAPITAL OUTLAY - IMPROV  
BUILD 100-999-90005 /  
\$64,921.69

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

The Cultural Center Garden Area was approved as a Capital Improvement Project (CIP) item for FY23 and was approved a budget of \$64,921.69.

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**Attachments**

Brenda's Custom Works Quote  
Beast Metal Fabrication Quote  
Yepez Enterprises Quote

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# Brenda's Custom Works

12521 E 45th Dr  
Yuma, AZ 85367  
brendascustomworks@gmail.com | 928-503-5882

## Estimate

EST025

Date Jan 20, 2022

Bill to:  
**City Of San Luis Cultural Center**  
1015 Main St  
PO Box 1170  
965 N Parks Ave  
Lvarela@sanluisaz.gov

#	Item	Price	Qty	Total
01	Fencing Around Cultural Building From Previous Measurements 3" post 2" framework and 1" rungs. On long run a 36" walkthrough gate at aprox mid way. Fencing is at 6' Height.	\$48,103.69	1	\$48,103.69
02	Add On Additional Fencing As Per Conversation	\$9,062.96	1	\$9,062.96
			Subtotal	\$57,166.65
			<b>GRAND TOTAL</b>	<b>\$57,166.65</b>

Also using gate that City is providing for front as previously discussed.

# ESTIMATE

**Beast Metal Fabrication and Construction**  
 11355 s organpipe ln  
 Yuma, AZ 85365

beastmf928@gmail.com



## Lizette Varela

### Bill to

Lizette Varela  
 San Luis Cesar Chavez Cultural Center  
 1015 N MainStreet  
 San Luis, az 85349

### Ship to

Lizette Varela  
 San Luis Cesar Chavez Cultural Center  
 1015 N MainStreet  
 San Luis, az 85349

### Estimate details

Estimate no. : 1001  
 Estimate date : 8/8/22

Product or service	Amount
<b>1. materials</b> 400ft. of 2x2x0.120 sq.tubing 640ft. of 1x1x0.060 sq.tubing_ 6000ft. of 3/4x3/4x0.060 sq. tubing 80. bags of concrete 6. 14in blades 50. cutoff wheels 50 tiger disks 8. gate hinges 2. spools of welding wire welding tips post hole digger	<b>\$0.00</b>
<b>2. Hours</b> 0 hrs x \$0.00 estimated hours 160	<b>\$0.00</b>
<b>3. ending statments</b> Hello good afternoon I just finished the estimate and as a reminder i am not a llcensed contractor, i an an LLC. company and even though i an not licensed i do follow ROC. and OSHA. standards and practices and do plan on becoming a licensed contractor in the future. ok that being said  The estimated total is \$49,921 before to be paid in 3 payments 1st as a deposit before the project starts to order all materials needed for the entire project 2nd at the half way point 3rd at the completion of the project If you Have any questions please give me a call text or email(if you decided to email me please send me a text to check my email)	1 unit x \$46,570.30 <b>\$46,570.30</b>

## Ways to pay

Subtotal	\$46,570.30
Sales tax	\$3,125.80

DATE: 08/08/22

**YEPEZ ENTERPRISES LLC.**  
**P.O. BOX 1358**  
**SOMERTON AZ 85350**  
**PHONE 928-627-8990**

QUOTE #: 1080822

NAME:	City of San Luis
ADDR:	
CITY / STATE:	San Luis, AZ
PHONE:	

**ITEMS**

- 1 345 LINEAR FEET FENCING
- 2 6 FOOT HIGH 3/4"square tubing
- 3 2 GATES
- 4 PAINTED BLACK
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

**NOTES**

6 FOOT HIGH BY 345 FOOT LONG FENCE  
4" SPACED VERTICAL 3/4" RODS. AROUND EAST AND  
NORTH SIDE OF CECAR CHAVES CULTURAL CENTER.

2 = 6 FOOT HIGH GATES / DOORS.  
PAINTED BLACK

WILL NEED 50% DOWN PAYMENT TO START PROJECT.

		TAX	\$4,437.00
		SUB TOTAL	\$44,362.00
SHOP / MAT			
<b>TOTAL</b>			<b>\$48,799.00</b>

**ESTIMATES ARE FOR LABOR ONLY (MATERIALS ARE ADDITIONAL) WE WILL NOT BE RESPONSIBLE FOR  
DAMAGE OR LOST OF ITEMS ON ANY VEHICLE CAUSED BY FIRE , THEFT, TESTING, OR ANY OTHER CAUSE  
BEYOND OUR CONTROL. 90 DAY WARRANTY ON LABOR ONLY. THERE WILL BE A STORAGE FEE OF \$10.00 PER  
DAY ON CARS LEFT 10 DAYS AFTER  
WORK IS COMPLETED.**

AUTHORIZED BY:



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. E.

**Meeting Date:** 10/11/2022

**Department Head:** Eulogio Vera, Director of Public Works, Public Works Department

**Submitted By:** Jorge Perez, Assistant Director of Public Works, Public Works Department

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the City of San Luis purchasing slurry seal application services from American Pavement Preservation for the application of type 2 slurry seal as part of the Fiscal Year 2022-2023 Pavement Preservation Project. **(Jorge Perez, Assistant Director of Public Works)**

#### SUMMARY:

In continuance of the Pavement Preservation Program, staff recommends that the city accepts services offered by American Pavement Preservation, for a total amount not to exceed \$200,000.00. The city would piggyback on a contract that the City of Yuma has in place with American Pavement Preservation, Slurry Seal Service, BID #2020-0000153. The City of Yuma completed the full bidding process for slurry services in 2020 for a 5-year contract, which allows for the cooperative use of the contract. We will comply with state's cooperative purchasing under A.R.S. § 41-2632(2).

This request also complies with the San Luis Purchasing Code Section 3.05.090, Cooperative Purchasing. The justification for Cooperative Purchasing under San Luis Purchasing Code is that another entity (in this case, the City of Yuma) went out to bid, so duplicating the expense of the bidding processing is not cost-effective where the results will be the same.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE PURCHASE OF SLURRY SEAL APPLICATION SERVICES THROUGH AMERICAN PAVEMENT PRESERVATION FOR \$200,000.00.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City / HURF
<b>TOTAL:</b>	\$200,000.00
<b>BUDGETED AMOUNT:</b>	\$250,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Highway Users Non Capital Projects - 200-210-89000 - \$250,000.00

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

Fiscal Year 2023 Pavement Preservation Project (PPP) Budget = \$250,000.00  
Proposed expenditure not to exceed \$200,000.00

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**Attachments**

Bid #2020-20000153

Pavement Preservation 2019-2020

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**CITY OF YUMA  
 BID #2020-20000153  
 PAVEMENT PRESERVATION SERVICES**

Vendor # 112143

**American Pavement  
 Preservation**

4725 E Cartier Avenue  
 Las Vegas, NV 89115

Vendor Contact: Eric Reimschiessel @ (702) 507-5410

[Ericr@americanpave.com](mailto:Ericr@americanpave.com)

COY Contact: PW - Streets - Michael Flowers @ (928) 373-4539

[Michael.Flowers@YumaAZ.gov](mailto:Michael.Flowers@YumaAZ.gov)

COY Contact Purchasing: Mary E Roman - Buyer @ (928) 373-5114

Delivery: 30 Days ARO

Prompt Payment: Net 30 Days

5 Year Contract:

July 16, 2020 through July 15, 2025

Payment Method:

Purchase Order

	QTY	
		\$1.550
3. Type II Slurry Seal	250,000	\$387,500.00
		<b>P</b>
		\$2.21
4. Type III Slurry Seal	250,000	\$552,500.00
		<b>S</b>
		\$1.780
5. Type II Fiber Sealant	250,000	\$445,000.00
		<b>P</b>
		\$2.56
6. Type III Fiber Sealant	250,000	\$640,000.00
		<b>S</b>

P = Primary Vendor

S = Secondary Vendor

**Invoicing:** In order to receive prompt payment for goods or services to the City of Yuma, the vendor is to submit an invoice to: [Payables@YumaAz.gov](mailto:Payables@YumaAz.gov) with the following information on the invoice:

- 1 City Contract (Bid) Number: 2020-20000153
- 2 Complete descriptions of the goods or services furnished
- 3 Quantity of each item
- 4 Unit prices, extensions and all applicable taxes
- 5 Labor hours and materials broken down (no lump sum)
- 6 Name of department/division who requested services/materials
- 7 In addition, the invoice should include the vendor's invoice number and contact information
- 8 City staff person's name that placed the order

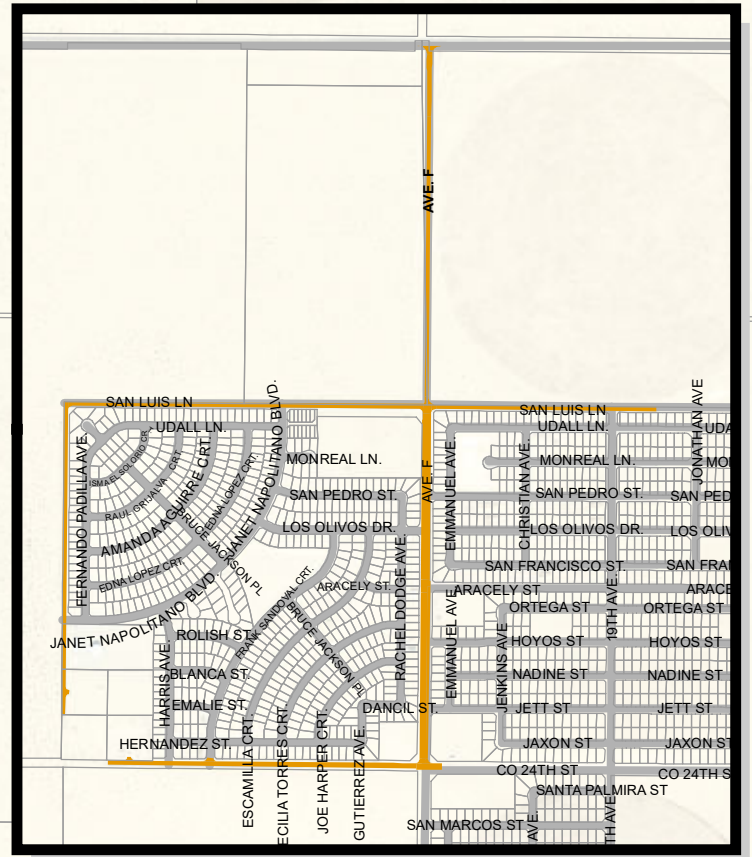
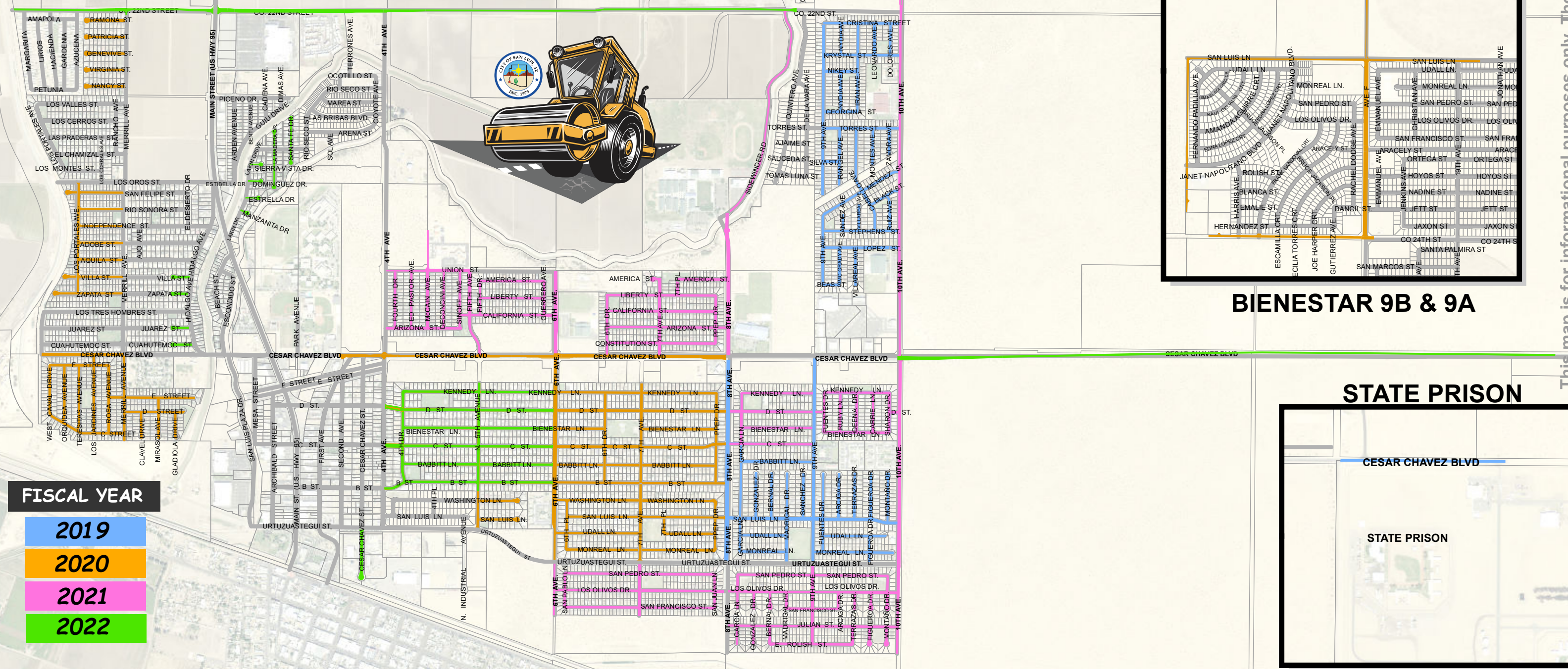
**Note:** Invoices for work performed during the month of June must be received no later than the end of the first week in July, for City of Yuma fiscal year end closing purposes.



# PAVEMENT PRESERVATION PROJECT

## PUBLIC WORKS DEPARTMENT

Pavement Preservation  
GIS PLANNING AND ZONING  
Created: 1G 4/14/2016  
Revised: 6/15/2022



**BIENESTAR 9B & 9A**



**STATE PRISON**

**FISCAL YEAR**

- 2019
- 2020
- 2021
- 2022

For more information please call the Public Works Department at 928.341.8577

This map is for informational purposes only. The City of San Luis assumes no liability.



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. F.

**Meeting Date:** 10/11/2022

**Department Head:** Eulogio Vera, Director of Public Works, Public Works Department

**Submitted By:** Jorge Perez, Assistant Director of Public Works, Public Works Department

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the budget adjustment for temporary staffing expenses of the annual cleanup campaign. **(Jorge Perez, Assistant Director of Public Works)**

#### SUMMARY:

The Department of Public Works and its Solid Waste division are seeking council approval to transfer funds from the Salaries account to the contractual services account in the amount not to exceed \$77,000.00 to cover staffing expenses for the annual cleanup campaign.

Given the growth of our city, the Department of Public Works eight (8) temporary positions were approved to be added to the annual cleanup campaign. These eight (8) positions were originally budgeted in the salaries account of the Solid Waste division. In order to fulfill these positions, the Department of Human Resources contracted the services of Hire Quest for temporary labor services, thus, we are hereby requesting Council's approval to reallocate these funds to contractual services and to ratify purchase order #2023-1149.

Contracts for employment services are authorized under the City Code section 3.05.080 Professional Services.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE BUDGET TRANSFER AS STATED IN THE FISCAL IMPACT STATEMENT AND TO RATIFY PURCHASE ORDER #2023-1149 FOR THE REASONS PRESENTED.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	Not to exceed \$77,000.00
<b>BUDGETED AMOUNT:</b>	\$41,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	See fiscal impact statement
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Salaries - 320-321-50000 - \$209,497.57
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	

This expense was originally budgeted as part-time positions under the Salaries line items in the amount of \$41,000.00, however, staff determined that using a temporary labor service option was the best option moving forward.

Staff also estimates that the expense will be higher than \$41,000.00 due to the increase number of hours needed from the temporary workers to cover the cleanup campaign schedule, not to exceed \$77,000.00. Due to the vacancy of a Crew Leader and a Heavy Equipment Operator within the Solid Waste division, there is budget capacity in the Salary line item to cover this expense.

Staff is seeking Council approval to move the following funding to contractual services to cover the temporary labor services expenses for the cleanup campaign.

320-321-50000 \$36,000.00

320-321-50005 \$35,800.00

320-321-50115 \$520.00

320-321-50120 \$2,220.00

320-321-50135 \$220.00

320-321-50145 \$2,240.00

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### **Attachments**

Hire Quest Staffing Agreement

Budget Request

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STAFFING AGREEMENT FOR TEMPORARY LABOR SERVICES

Branch: Yuma Salesperson: Glara Pina Date: 2/19/2022

Client Name: City of San Luis

CLIENT CREDIT INFORMATION

CLIENT INFORMATION

City of San Luis
Corporate Name
Trade Name (Doing Business As) Invoice To: [ ]
1090 E. Union St.
Primary Address
San Luis AZ 85349
City State Zip
Maria Munoz 928-341-8579
Contact Name Phone Number

BILLING INFORMATION

P.O. Box 1170
Primary Address Line 1
1090 E. Union St.
Primary Address Line 2
San Luis AZ 85349
City State Zip
Maria Munoz 928-341-8579 928-722-6773
Contractor Phone Number Fax Number
Are purchase orders required? Yes [X] No [ ]

Government
Legal Status (i.e. Corporation, Partnership, etc.)

1979
Year Incorporated / Started

Name of predecessor / affiliated companies

Owners(s) Names

86-03766641
Tax id # / SS# NACIS#

Contractor's Professional License # / Bond

David Espitia
Accounts Payable Contact Name

Despitia@sanluisaz.gov
Accounts Payable Email

928-341-8553
Accounts Payable Phone Number

mailed
Invoicing Preference: Mailed/ Electronic

Hrdept@sanluisaz.gov
Email for Invoices

Preferred Payment Method: Check [ ] CC [ ] ACH [ ]

Customer Average Net Pay

BANK REFERENCES

1st Bank Yuma
Bank Name
San Luis
City

Maria Gonzalez
Contact
AZ 85349
State Zip

0520000005
Account Number
Branch

Date Opened
Line of Credit: Yes [ ] No [X]

TRADE REFERENCES

Botach Inc
Name
Leslie Peoples
Contact
(213) 595-6496
Phone Number
Date Opened
High Credit

Dana Kepner Company LLC
Name
Chia Vang
Contact
(303) 623-6161
Phone Number
Date Opened
High Credit





HireQuest or HireQuest Direct, as the case may be, ("HIREQUEST") will  
 1. Recruit, screen, interview, hire and assign its employees ("Assigned Employees") to perform work under CLIENT's supervision at the CLIENT's locations and will, as the common law employer of Assigned Employees, be responsible for the following:  
 2. Pay Assigned Employees' wages, payroll taxes and provide them with the benefits required by law.  
 3. Inquire about the working conditions to which Assigned Employees will be exposed at CLIENT's worksite, provide general safety training to Assigned Employees and confirm that CLIENT has provided site-specific safety and health training and safety and personal protective equipment (PPE) other than hard hats, reflective vests, safety glasses, and gloves as required by OSHA, applicable state and local laws and regulations, as well as any work rules of CLIENT. In addition, HIREQUEST, as the common law employer, has the right to physically inspect the worksite and work processes to assess any potential work site hazards to Assigned Employees; to conduct post-accident/incident investigations; to audit CLIENT'S safety and training records; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce HIREQUEST'S employment policies relating to Assigned Employee conduct at the worksite

**CLIENT will:**

1. Properly supervise and train, in the same manner as its own employees, Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
2. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to work off the ground, including, but not limited to ladders, roofs or scaffolding, operate any vehicle or mobile equipment, to operate dangerous or unprotected machinery or equipment, to perform excavation work where proper shoring and protection are not provided or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without HIREQUEST'S express prior written approval or as strictly required by the job description provided to HIREQUEST;
3. Provide Assigned Employees with a safe work site and working conditions that comply with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations, as well as
  - 3.1. provide Assigned Employees with appropriate safety and training information and Personal Protective Equipment, including but not limited to information regarding when PPE must be used, as well as how to put on, take off, adjust, wear, and use PPE.
  - 3.2. provide site-specific safety and job training, and train, certify, evaluate, and orient all Assigned Employees in all safety and Injury Illness and Prevention Programs, hazard communication programs (Labels and Safety Data Sheet information, etc.) and operational instructions, in the same manner as Client employees, add as required by law, including, but not limited to, all federal OSHA and applicable state safety requirements, guidelines and standards;
  - 3.3. provide adequate notice to Assigned Employees and HIREQUEST of any unsafe conditions or potential hazards at the workplace.
  - 3.4. refrain from exposing Assigned Employees to any hazardous chemicals (as defined by the OSHA Hazard Communication Standard or any applicable state/local "right to know" law) under normal operating conditions or any foreseeable emergencies without proper training and required PPE
  - 3.5. respond within a reasonable time to HIREQUEST'S inquiries regarding working conditions at CLIENT'S worksite and make CLIENT'S worksite and records available for inspection by HIREQUEST prior to and during Assigned Employees' assignments;
  - 3.6. notify HIREQUEST immediately of any Assigned Employee accidents or incidents, whether or not resulting in injury or illness; provide HIREQUEST with information and the right to conduct a post-incident site investigation regarding, and within twenty-four (24) hours of, any such incident; and cooperate in any post-incident investigation, including making witnesses and records available;
  - 3.7. maintain the required safety and health programs, and any other programs applicable under the Occupational Safety and Health Act of 1970 including compliant training records which shall be subject to audit at HIREQUEST'S discretion, applicable to Assigned Employees;

**CONFIRMATION OF ACCURACY OF INFORMATION, RELEASE OF AUTHORITY TO VERIFY AND ACCEPTANCE OF TERMS AND CONDITIONS**

The undersigned contractual obligations to HIREQUEST and Affiliates are controlled by this agreement, the terms and conditions set forth on the standard HIREQUEST time slip and the HIREQUEST Rate Agreement. In the event the undersigned submits a time slip(s) or timesheet(s) in another format, electronic or otherwise, the undersigned agrees to be bound by the terms and conditions set forth on the HIREQUEST time slips of which copies are available upon request and incorporated herein by reference.

The undersigned hereby certifies that the information in this Staffing Agreement is correct. The information included is for the use of HIREQUEST in determining the amounts and conditions upon which services are to be extended. The undersigned understands that HIREQUEST may utilize other sources of information, which it considers necessary in making its determination to extend services. The undersigned authorizes the bank and trade references listed above to release any information necessary to assist HIREQUEST in making its determination, authorizes creditors to release information pertaining to our credit history, and authorizes investigation into CLIENT'S credit via credit bureau reports

This agreement is reaffirmed as true and correct and the terms and conditions set forth herein are acceptable to the undersigned. This agreement, together with the Rate Agreement and HIREQUEST time slips, represent the whole agreement of the parties and no modification or variation shall be deemed valid unless a subsequent written agreement is signed by both parties. In the event that it becomes necessary to initiate legal proceedings to collect any monies due under this agreement, the undersigned shall be held responsible for all of HIREQUEST'S cost of collection including reasonable legal fees and expenses in collecting the amounts due. The venue for such legal action will be \_\_\_\_\_ county, \_\_\_\_\_. Furthermore, the undersigned shall be required to pay interest at a rate of 18% per annum on invoices that are not paid within 30 days from the invoice date.

Louie Guafariz 8/11/22

Printed Name | Date

\_\_\_\_\_  
 Client Authorized Signature

Gloria Lopez 8/11/2022

Printed Name | HireQuest Representative

\_\_\_\_\_  
 HireQuest Representative Signature

**Personal Guaranty: (If in business less than 2-years)**

In consideration of the substantial direct and indirect benefits derived by Guarantor from the extension of services to CLIENT pursuant to this agreement, the undersigned Guarantor hereby unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the punctual payment when due of all present and future obligations of CLIENT under this agreement including all costs and fees (including attorneys' fees) incurred by HIREQUEST in the collection of such amounts. Guarantor agrees that HIREQUEST need not attempt to collect any funds from CLIENT to enforce the obligations of this Guaranty.

Guarantor

Printed Name

Date



## Supplement to Staffing Agreement for Temporary Labor Services

This supplement to the Staffing Agreement for Temporary Labor Services ("Supplement") is made this 5<sup>th</sup> day of August 2022 between:

Hire Quest or Hire Quest Direct	The City of San Luis
a Foreign Limited Liability Company organized under the laws of Arizona ("HIREQUEST") and	a municipal corporation organized under the laws of Arizona ("CLIENT").

### I. INCORPORATION BY REFERENCE

By this reference, this Supplement incorporates the Staffing Agreement for Temporary Labor Services ("Staffing Agreement") attached as Exhibit A.

### II. INDEPENDENT CONTRACTOR RELATIONSHIP

HIREQUEST agrees that in rendering all services under the Staffing Agreement, HIREQUEST and Assigned Employees (as described in the Staffing Agreement) will act and be considered for all purposes as independent contractors to the CLIENT, not as an employee of CLIENT.

### III. COMPLIANCE WITH ALL LAWS

HIREQUEST shall comply with all applicable laws, including but not limited to:

**3.1 Required e-verify:** Under A.R.S. § 41-4401(A), the HIREQUEST warrants its compliance with all federal immigration laws and regulations related to its Assigned Employees, employees, and its compliance with § 23-214, subsection A, Everify. HIREQUEST's breach of this warranty shall be deemed a material breach of the Staffing Agreement subject to penalties up to and including termination of the Staffing Agreement. The CLIENT retains the legal right to inspect the papers of any contractor, subcontractor, or employee who works under this Staffing Agreement to ensure that HIREQUEST or its subcontractor or subcontractors comply with this warranty.

**3.2 Notice of Arizona Conflict of Interest Law:** This Contract may be canceled if there is a conflict of interest under A.R.S. § 38511.

**3.3 Workers' Compensation:** HIREQUEST shall provide Workers' Compensation for Assigned Employees in coverage amounts as required by Arizona law.

### IV. INSURANCE

In addition to Worker's Compensation coverage, HIREQUEST shall carry, at a minimum, the following levels of insurance and, upon execution of the Staffing Agreement and this Supplement,

will provide a certificate of insurance showing that such coverage is currently in force: Commercial General Liability, \$1 million each occurrence and \$1 million in the aggregate, covering bodily injury, property damage, and personal injury. HIREQUEST shall name CLIENT (the City of San Luis, Arizona) as an additionally insured. HIREQUEST shall submit to the CLIENT a certificate of insurance and endorsement showing the coverage and additionally insured as described above.

**V. INDEMNIFY**

HIREQUEST shall indemnify, hold harmless, and defend the CLIENT, the CLIENT's elected officials, officers, agents, and employees from all suits and action, including reasonable attorneys' fees and all costs of litigation and judgment against the CLIENT as a result of loss, damage, or injury to person or property due to any action or omission by the Assigned Employees HIREQUEST sends to the CLIENT.

The parties have executed this Supplement on the day, month, and year in the first paragraph of this Supplement, which is the date the last party signed.

City of San Luis, Arizona



Lizandro Galaviz, Acting City Manager

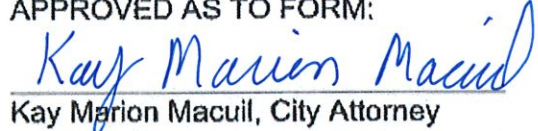
Date: 8/17/22

ATTEST:



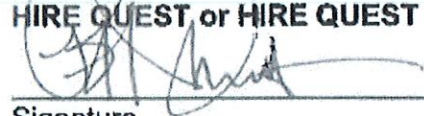
Melissa Lopez, Deputy City Clerk

APPROVED AS TO FORM:



Kay Marion Macuil, City Attorney

**HIRE QUEST or HIRE QUEST DIRECT**



Signature

Brett Johnson

Print Name

Date: August 5, 2022



City of San Luis  
Arizona Rate Agreement  
2022

<u>Description:</u>	<u>Bill Rate Per Hour</u>
General labor(unskilled)	\$23.95
General labor(Heavy Lifting/Demo)	\$25.95
Semi Skilled( without tools)	\$28.95
Skilled Journeyman	\$39.95
Heavy Equipment Operator	\$44.25

Above rates are subject to change in accordance with federal & state government regulations. Client agrees to pay for a minimum of four (4) hours per day per employee. The Client also agrees to be billed for overtime hours at a rate of time and a half for each HIREQUEST DIRECT employee who works an excess of forty (40) hours within a one week period, which runs Monday through Sunday. Employee temporary to permanent hire is available at no cost after four-hundred and eighty (480) working hours are billed and paid. Payment terms are NET 30 DAYS and a finance charge of 1.5% will be assessed on invoices that exceed 30 days. Acceptable forms of payment are check or credit card, to which a 3% fee will be charged by the processing company. Invoices can be obtained, and credit card payments can be made by logging in to the Client web portal at <http://clients.hirewebconnect.com/stars>.

Client Company Name: City of San Luis

Client Name & Title: Lizandro Galaviz, Acting City Manager

Client Signature: [Signature]

Date: 8/17/22

HIREQUEST DIRECT Representative: [Signature]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/21/2022

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> McGriff Insurance Services, Inc. 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	<b>CONTACT NAME:</b> Valerie Epps <b>PHONE (A/C, No, Ex):</b> 404 497-7500 <b>E-MAIL ADDRESS:</b> Valerie.Epps@mcgriff.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Hire Quest, LLC DBA HireQuest, HireQuest Direct 111 Springhall Drive Goose Creek, SC 29445	<b>INSURER A:</b> ACE American Insurance Company	<b>NAIC #</b> 22667
	<b>INSURER B:</b> ACE Fire Underwriters Insurance Company	20702
	<b>INSURER C:</b> Alaska National Insurance Company	38733
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** UC1JPF04      **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 ITR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (In accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WLR C68922847 (AOS) SCF C68922884 (WI)	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	WASHINGTON USL&H		21F WU 11801	08/15/2021	06/15/2022	E.L. - Each Accident \$ 1,000,000 E.L. - Each Employee \$ 1,000,000 E.L. - Policy Limit \$ 1,000,000 M.E.L. - Each Accident \$ 100,000 M.E.L. - Disease Aggregate \$ 100,000

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

<b>CERTIFICATE HOLDER</b>  For Evidence of Coverage Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/5/2022

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> Jackson Agency Inc DBA Allied Risk Partners Corp 6971 W Sunrise Blvd #206 Sunrise FL 33313		<b>CONTACT NAME:</b> Maria Bonitez <b>PHONE (A/C No. Ext):</b> (305) 824-3464 <b>E-MAIL ADDRESS:</b> mbenitez@jacksonagency.com <b>FAX (A/C No.):</b> (954) 473-3705	
<b>INSURED</b> Hire Quest LLC dba Trojan Labor and Acruz, HireQuest and HireQuest Direct, Snelling and Link; HQ LTS Corporation; HireQuest, Inc. 111 Springhall Drive Goose Creek SC 29445		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Tokio Marine Specialty Insurance Company NAIC # 23850 <b>INSURER B:</b> Lloyds Of London 524210 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	


**COVERAGES**      **CERTIFICATE NUMBER:** 2022-2023 Basic COI      **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 INSD	SUBR LWO	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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PPK2387043	03/02/2022	03/02/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMODITY \$ 2,000,000 Professional Liability \$ 2000000/1000000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PPK2387043	03/02/2022	03/02/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			PUB805695	03/02/2022	03/02/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			See In Limits Section	03/02/2022	03/02/2023	Crime PPK2387043 \$ 5,000,000 EPLI 1,000,000 Cyber 21H368309 5,000,000

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

This certificate is solely for the use as "Evidence of Insurance"

<b>CERTIFICATE HOLDER</b>  SAMPLE  123 SAMPLE ST, SAMPLE, SC 29445	<b>CANCELLATION</b>  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  
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# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.  
**HireQuest LLC**

2 Business name/disregarded entity name, if different from above  
**dba HireQuest and HireQuest Direct**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **C**

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 (Do not use more than one code on this line.)

5 Address (number, street, and apt. or suite no.) See instructions  
**111 Springhall Dr**

6 City, state, and ZIP code  
**Goose Creek, SC 29445**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

6	8		0	5	1	0	3	5	7
---	---	--	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *[Signature]* Date **1/3/2022**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# Uniform Certification Agency

## CERTIFIED WOMEN-OWNED BUSINESS ENTERPRISE

Presented To

HQ Direct, LLC.

---

HAS SUCCESSFULLY MET ALL REQUIREMENTS AS ESTABLISHED BY THE MMBC CONTINUUM AND THE UNIFORM CERTIFICATION AGENCY FOR CERTIFICATION AS A WOMEN-OWNED BUSINESS ENTERPRISE. THIS CERTIFICATE RELATES TO WBE STATUS AND IS NOT CERTIFICATION OF EXPERTISE IN ANY PARTICULAR TRADE OR FIELD.

---

**Director of Certification**

4072111

**Certificate Number**

09/25/2022

**Expiration Date**





## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

6. A.

**Meeting Date:** 10/11/2022

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

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

**Action Requested:** Motion  
Order

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### ITEM:

Discussion and possible action on any and all matters regarding Order No. 2022-12. An Order of the Mayor and City Council of the City of San Luis, Arizona to authorize the City of San Luis Police Department to receive funding for the Impaired Driver/DUI Alcohol Enforcement and STEP/Selective Traffic Enforcement Projects by approving Highway Safety Contracts 2023-AL-028 & 2023-PTS-055 between the City of San Luis, Arizona through the San Luis Police Department and the Arizona Governor's Office of Highway Safety. **(Richard Jessup, Chief of Police)**

### SUMMARY:

The City of San Luis Police Department (SLPD) has been awarded a total of \$58,667.00 to support additional equipment, overtime, and employee-related expenses to enhance Driving Under the Influence (DUI) and traffic enforcement throughout the City of San Luis.

The SLPD has been awarded **\$17,000.00** for the Impaired Driver/DUI Alcohol Enforcement and materials & supplies project under Contract No. 2023-AL-028 to support personnel services, and employee-related expenses to enhance DUI alcohol enforcement and education throughout the City of San Luis. Additional manpower will allow the SLPD to increase its DUI task force efforts and will improve the ability to enforce DUI laws.

The SLPD has been awarded **\$41,667.00** for the STEP/Selective Traffic Enforcement Project under Contract No. 2023-PTS-055 to support personnel services and employee-related expenses to enhance speed enforcement and education throughout the City of San Luis. Additional manpower under this grant will allow the SLPD to increase its police traffic efforts and will improve the ability to enforce speeding laws.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND ADOPT ORDER NO. 2022-12.**

---

### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	State
<b>TOTAL:</b>	\$41,667.00
<b>BUDGETED AMOUNT:</b>	Yes
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** 250-181-50010.184/90100.184  
Special Rev.- Public Safety,  
PD-GOHS-STEP-2023-PTS-055  
\$41,667.00

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

The SLPD received a total of \$41,667.00 in overtime and employee related expenses from the GOHS for FY23 under the STEP project.

**GOHS 2023-PTS-055**

Overtime expenses: 250-181-50010.184 -Overtime-GOHS-STEP-2023-PTS-055  
Equipment expenses: 250-181-90100.184 Special Rev.- Public Safety, Police Department-Capital  
Outlay-GOHS-STEP-2023-PTS-055

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** State  
**TOTAL:** \$17,000  
**BUDGETED AMOUNT:** Yes  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** 250-181-50010.183 Special Rev  
- Public Safety,  
PD-Overtime-GOHS-DUI-  
2023-AL-028 \$17,000

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

The SLPD received a total of \$17,000 in overtime, and employee-related expenses from the GOHS for FY23 under the DUI project.

**GOHS 2023-AL-028**

Overtime expenses: 250-181-50010.183 Special Rev- Public Safety, Police  
Department-Overtime-GOHS-DUI-2023-AL-028

---

**Attachments**

Order No. 2022-12  
2023-AL-028 Contract  
2023-PTS-055 Contract

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# Order

No. 2022-12

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO AUTHORIZE THE CITY OF SAN LUIS POLICE DEPARTMENT TO RECEIVE FUNDING FOR THE IMPAIRED DRIVER/DUI ALCOHOL ENFORCEMENT AND STEP/SELECTIVE TRAFFIC ENFORCEMENT PROJECTS BY APPROVING HIGHWAY SAFETY CONTRACTS 2023-AL-028 & 2023-PTS-055 BETWEEN THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS POLICE DEPARTMENT AND THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY.**

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

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

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

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

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

**Section 1:** That the Highway Safety Contracts titled DUI/Impair Driving Enforcement 2023-AL-028 and STEP Enforcement 2023-PTS-055 are approved.

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

**PASSED AND ADOPTED** by the Mayor and Council of the City of San Luis,  
Arizona this \_\_\_\_\_ day of October 2022.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

HIGHWAY SAFETY CONTRACT

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

**FAIN: 69A37523300004020AZ0**

**Assistance Listings: 20.600**

<b>1. APPLICANT AGENCY</b> San Luis Police Department	<b>GOHS CONTRACT NUMBER:</b> 2023-AL-028
<b>ADDRESS</b> 1030 E Union St. San Luis, AZ 85349	<b>PROGRAM AREA:</b> 402-AL
<b>2. GOVERNMENTAL UNIT</b> City of San Luis	<b>AGENCY CONTACT:</b> Nigel Reynoso
<b>ADDRESS</b> 1030 E Union St. San Luis, AZ 85349	<b>3. PROJECT TITLE:</b> DUI/Impaired Driving Enforcement
<b>4. GUIDELINES:</b> 402-Alcohol (AL)	

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

<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FFY 2023</b>
<b>I. Personnel Services</b>	\$12,143.00
<b>II. Employee Related Expenses (40%)</b>	\$4,857.00
<b>III. Professional and Outside Services</b>	\$0.00
<b>IV. Travel In-State</b>	\$0.00
<b>V. Travel Out-of-State</b>	\$0.00
<b>VI. Materials and Supplies</b>	\$0.00
<b>VII. Capital Outlay</b>	\$0.00
<b>TOTAL ESTIMATED COSTS</b>	<b>\$17,000.00</b>

**PROJECT PERIOD** FROM: Effective Date (Date of GOHS Director Signature) TO: 09-30-2023

**CURRENT GRANT PERIOD** FROM: 10-01-2022 TO: 09-30-2023

**TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$17,000.00**

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

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

Number of sworn officers: 41

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

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

	2020	2019	2018
Total Crashes	280	330	309
Total Injury Crashes	56	71	43
Total Fatal Crashes	1	1	1
Total Impaired-related Crashes	10	7	2
Total Impaired-related Serious Injuries	0	0	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	16	34	28
Total Speed-related Serious Injuries	2	1	0
Total Speed-related Fatalities	1	0	1

The data above represents: County  City/Town

**Agency Problem/Attempts to Solve Problem:**

The city has two major highways that permit access to several unpaved county and desert roads that allow motor vehicle access into local businesses and residential areas. The San Luis Police Department frequently responds to the San Luis Port of Entry to investigate drivers entering the country who are suspected of operating a motor vehicle under the influence of alcohol or drugs. The highest amount of calls occurred during the weekends and Holidays, celebrated by the United States and/or Mexico. There are many liquor stores, sports bars, strip bars, and nightclubs, and the legal drinking age of Mexico is 18 years. For that reason, it draws a significant amount of underage and those of legal age people into Mexico to purchase alcohol with ease at such establishments.

**Agency Funding:**

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

**How Agency Will Solve Problem with Funding:**

The San Luis Police Department is seeking grant funding from the Governor's Office of Highway Safety to support the DUI Enforcement Programs in the city. With these grant funds, San Luis PD attempts to increase its apprehensions of impaired drivers. The DUI Enforcement Program funds will assist the department in enforcing impaired driving laws and, at the same time, reduce the number of accidents caused by impaired driving. The program will significantly reduce alcohol-related injuries and fatalities and increase the community's awareness about the dangers of driving under the influence. The San Luis Police Department is requesting funding in overtime and employee related expenses. In addition, the funds will assist in providing an increase in staffing levels through the use of overtime funds. This will help to adequately staff the San Luis Police Department during the holidays and peak visitor seasons.

**PROJECT MEASURES:**

**Agency Goals:**

To decrease the number of speeding-related crashes 50% from 12 during calendar year 2021 to 6 by December 31, 2023.

To decrease fatalities in speeding-related crashes 50% from 0 in calendar year 2021 to 0 by December 31, 2023.

To decrease serious injuries in speeding-related crashes 100% from 1 in calendar year 2021 to 0 by December 31, 2023.

**Contract Objectives:**

To participate in a minimum of 4 DUI saturation patrols per quarter during FFY 2023.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2023.

**Additional Contract Objectives:**

1. SLPD goal and objective #1 will be to increase DUI arrests 30% above 2021 base year average of 96 to 125 by the end of FYY 2023

2. SLPD goal and objective #2 will be to visit Arizona Western College campuses and University branches and discuss the dangers of drinking and driving at least 3 times by the end of FFY 2023.

**GOALS/OBJECTIVES:**

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

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

**MEDIA RELEASE:**

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

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

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

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

**METHOD OF PROCEDURE:**

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

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

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

**PRESS RELEASE:**

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

**BAC TESTING AND REPORTING REQUIREMENTS:**

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

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

**PURSUIT POLICY:**

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

**METHOD OF PROCUREMENT:**

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

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

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

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

**State Contract:**

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

**PROJECT EVALUATION:**

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

**Quarterly Report**

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

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

**Report Schedule**

Reporting Period	Due Date
<b>1<sup>st</sup> Quarterly Report and RCI</b> (October 1 to December 31, 2022)	January 30, 2023
<b>2<sup>nd</sup> Quarterly Report and RCI</b> (January 1 to March 31, 2023)	April 20, 2023
<b>3<sup>rd</sup> Quarterly Report and RCI</b> (April 1 to June 30, 2023)	July 20, 2023
<b>4<sup>th</sup> Quarterly Report and RCI</b> (July 1 to September 30, 2023)	<b>October 15, 2023</b>
<b>Final Statement of Accomplishments</b>	<b>October 15, 2023</b>

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

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

**Final Statement of Accomplishments**

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

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

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

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

**Nigel Reynoso, Administrative Lieutenant, San Luis Police Department, shall serve as Project Administrator.**

**Brittany Tabares, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

**REPORT OF COSTS INCURRED (RCI):**

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

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

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

**PROJECT MONITORING:**

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

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

Project monitoring serves as a management tool for:

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

**Types of Monitoring**

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

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

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

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

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

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

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

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

**Documentation**

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

**PROJECT PERIOD:**

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

**DURATION:**

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

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

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

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

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$12,143.00
II.	Employee Related Expenses (ERE) (40%)	\$4,857.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$17,000.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of \$17,000.00.

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

Reporting Period

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

**CERTIFICATIONS AND AGREEMENTS**

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

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

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

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

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

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

**I. Project Monitoring, Reports, and Inspections**

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

**II. Reimbursement of Eligible Expenses**

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

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

### **III. Property Agreement**

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

### **IV. Travel**

#### In-State and Out-of-State Travel

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

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

### **V. Standard of Performance**

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

### **VI. Hold Harmless Agreement**

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

**VII. Non-Assignment and Sub-Contracts**

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

**VIII. Work Products and Title to Commodities and Equipment**

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

**IX. Copyrights and Patents**

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

**X. Uniform Administrative Requirements**

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

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

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

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

**XI. Non-Discrimination**

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

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

**XII. Executive Order 2009-09**

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

**XIII. Application of Hatch Act**

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

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

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

**XV. Arbitration Clause, ARS §12-1518**

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

**XVI. Inspection and Audit, ARS §35-214**

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

**XVII. Appropriation of Funds by U.S. Congress**

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

**XVIII. Continuation of Highway Safety Program**

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

**XIX. E-Verify**

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

**XX. Termination and Abandonment**

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

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

## **XXI. Cancellation Statute**

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

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

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

### **AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**

#### **Acceptance of Condition**

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

#### **Certificate of Compliance**

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

**Certification of Non-Duplication of Grant Funds Expenditure**

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

**Single Audit Act**

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

**Buy America Act**

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

**Prohibition on Using Grant Funds to Check for Helmet Usage**

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

**Certification Regarding Debarment and Suspension**

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

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

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

**Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

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

**Instructions for Lower Tier Certification**

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

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

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

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

**REIMBURSEMENT INSTRUCTIONS****1. Agency Official preparing the Report of Costs Incurred:**Name: Nigel ReynosoTitle: Police LieutenantTelephone Number: 928-341-2420 Fax Number: 928-627-5446E-mail Address: Nreynoso@sanluisaz.gov**2. Agency's Fiscal Contact:**Name: Monica CastroTitle: Director of FinanceTelephone Number: 928-341-8543 Fax Number: 928-341-8549E-mail Address: Mcastro@sanluisaz.govFederal Identification Number: 86-0376164**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of San Luis

Warrant/Check to be mailed to:

City of San Luis Finance Department  
(Agency)P.O. Box 7740  
(Address)San Luis, AZ 85349  
(City, State, Zip Code)**4. Unique Entity Identifier:**078740431  
(Unique Entity Identifier #)1090 E Union Street San Luis, AZ 85349/P.O. Box 1170 San Luis, AZ 85349  
(Registered Address & Zip Code)

**Restriction on State Lobbying**

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

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

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

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

***Signature of Project Director:***

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

Richard Jessup, Chief of Police  
San Luis Police Department

Lizandro Galaviz, City Manager  
City of San Luis

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date Telephone

\_\_\_\_\_  
Date Telephone



HIGHWAY SAFETY CONTRACT

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

**FAIN: 69A37523300004020AZ0**

**Assistance Listings: 20.600**

<b>1. APPLICANT AGENCY</b> San Luis Police Department	<b>GOHS CONTRACT NUMBER:</b> <b>2023-PTS-055</b>
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<b>ADDRESS</b> 1030 E. Union St. San Luis, AZ 85349	<b>PROGRAM AREA:</b> <b>402-PTS</b>
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<b>2. GOVERNMENTAL UNIT</b> City of San Luis	<b>AGENCY CONTACT:</b> Nigel Reynoso
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<b>ADDRESS</b> 1030 E. Union St. San Luis, AZ 85349	<b>3. PROJECT TITLE:</b> STEP Enforcement, and Related Materials and Supplies (Crash Data Adapter), and Capital Outlay (Crash Data Kit)
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<b>4. GUIDELINES:</b> 402-Police Traffic Services (PTS)	
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**5. BRIEFLY STATE PURPOSE OF PROJECT:**  
Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, Materials and Supplies, and Capital Outlay to enhance STEP Enforcement throughout the City of San Luis.

<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FFY 2023</b>
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<b>I. Personnel Services</b>	\$12,143.00
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<b>II. Employee Related Expenses (40%)</b>	\$4,857.00
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<b>III. Professional and Outside Services</b>	\$0.00
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<b>IV. Travel In-State</b>	\$0.00
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<b>V. Travel Out-of-State</b>	\$0.00
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<b>VI. Materials and Supplies</b>	\$3,039.00
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<b>VII. Capital Outlay</b>	\$21,628.00
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<b>TOTAL ESTIMATED COSTS</b>	<b>\$41,667.00</b>
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<b>PROJECT PERIOD</b>	<b>FROM:</b> Effective Date (Date of GOHS Director Signature)	<b>TO:</b> 09-30-2023
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<b>CURRENT GRANT PERIOD</b>	<b>FROM:</b> 10-01-2022	<b>TO:</b> 09-30-2023
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**TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$41,667.00**

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

**PROBLEM IDENTIFICATION AND RESOLUTION:**

**Agency Background:**

Number of sworn officers: 41

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

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

	2020	2019	2018
Total Crashes	280	330	309
Total Injury Crashes	56	71	43
Total Fatal Crashes	1	1	1
Total Impaired-related Crashes	10	7	2
Total Impaired-related Serious Injuries	0	0	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	16	34	28
Total Speed-related Serious Injuries	2	1	0
Total Speed-related Fatalities	1	0	1

The data above represents: County  City/Town

**Agency Problem/Attempts to Solve Problem:**

As the largest U.S. Port of Entry City in Arizona, the San Luis Police Department seeks funds from the Governor's Office of Highway Safety to support the FFY 2023 SLPD Selective Traffic Enforcement Program (STEP). The San Luis Police Department consists of 41 sworn police officers complemented by twenty-one civilian personnel serving the San Luis border city to San Luis Rio Colorado, Sonora, Mexico. Highway 95 is a heavy traffic area that consists of a four-lane highway and is one of the two primary routes that takes motorists in and out of the city. Highway 95 has heavy traffic in the early and late evening hours. The current road conditions of this highway make driving conditions very dangerous for drivers traveling at high speeds in an area, which is surrounded by residential and business districts, and agricultural fields. By having more visible patrols in this area, the plan is to deter unsafe and aggressive driving practices that occur daily.

**Agency Funding:**

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

**How Agency Will Solve Problem with Funding:**

The San Luis Police Department (SLPD) seeks grant funds from the Governor's Office of Highway Safety to support the Selective Traffic Enforcement Program (STEP). During the grant period, the SLPD will attempt to increase its apprehension of aggressive drivers. Funding for the SLPD STEP will aid the department to enforce Arizona Revised Statutes Title 28 laws and local impaired driving ordinances, as well as the reduction of accidents in targeted areas. The program will significantly reduce accidents and fatalities, as well as increased the community's awareness about the dangers of speeding and aggressive driving. The SLPD is requesting overtime and ERE to aid in the deterrence of speed violations in areas of the city that experience high vehicular traffic during early morning and evening hours. A primary objective of the speed enforcement operations conducted by SLPD is to identify dangerous drivers.

**PROJECT MEASURES:**

**Agency Goals:**

To decrease the number of speeding-related crashes 20% from 26 during calendar year 2021 to 20 by December 31, 2023.

To decrease fatalities in speeding-related crashes 100% from 1 in calendar year 2021 to 0 by December 31, 2023.

To decrease serious injuries in speeding-related crashes 100% from 1 in calendar year 2021 to 0 by December 31, 2023.

**Contract Objectives:**

To increase the number of speeding and aggressive driving citations 20% from 700 during Calendar Year 2021 to 840 during FFY 2023.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2023.

**Additional Contract Objectives:**

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

**GOALS/OBJECTIVES:**

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

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

**MEDIA RELEASE:**

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

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

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

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

**METHOD OF PROCEDURE:**

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

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

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

Materials and Supplies - To purchase/procure the following Materials and Supplies for STEP/Speed Enforcement Activities: Crash Data Adapter

Capital Outlay - To purchase/procure the following Capital Outlay for STEP/Speed Enforcement Activities: Crash Data Kit

**PRESS RELEASE:**

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to

being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**BAC TESTING AND REPORTING REQUIREMENTS:**

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

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

**PURSUIT POLICY:**

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

**EQUIPMENT:**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI processing vans, marked and unmarked enforcement sedans, and marked enforcement motorcycles shall schedule a press conference acknowledging the grant award from the Governor's Office of Highway Safety. The purpose of this press conference is for the Agency to present the equipment to their community.

The San Luis Police Department shall immediately notify GOHS if any equipment purchased under this Contract ceases to be used in the manner described in this Contract. In such event, the San Luis Police Department further agrees to dispose of this equipment using the San Luis Police Department's, city, town, or county ordinance, code, or rule regarding disposal of equipment.

In the absence of an ordinance, code, or rule regarding the disposal of the property, the San Luis Police Department may refer to that of the State. The San Luis Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this Contract. The San Luis Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The San Luis Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

**Administrative and Maintenance Costs:**

The San Luis Police Department shall be responsible for all administrative, maintenance, operational costs, and the costs of any damage relating to the .

**Decals:**

The Governor's Office of Highway Safety shall provide the San Luis Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

**Equipment Purchase:**

The equipment purchased under this Contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

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

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

**Original Purpose of Equipment:**

Pursuant to 23 CFR §1300.31, all equipment purchased under this Contract is to be used for the original purpose intended under this Contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes. Neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety shall reserve the right to transfer title of equipment acquired under the Section 402 program to the Federal government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 2 CFR §200.313 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

**Insurance:**

It is agreed that the San Luis Police Department shall adequately insure all capital equipment purchased under this Contract for repair or replacement.

**SPECIFIC REQUIREMENTS:****EQUIPMENT –****Requirements for Equipment:**

The San Luis Police Department shall provide a high quality color photograph of all equipment purchased under this Contract. The San Luis Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

**METHOD OF PROCUREMENT:**

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

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

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

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

**State Contract:**

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

**PROJECT EVALUATION:**

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

**Quarterly Report**

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

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

**Report Schedule**

<b>Reporting Period</b>	<b>Due Date</b>
<b>1<sup>st</sup> Quarterly Report and RCI (October 1 to December 31, 2022)</b>	<b>January 30, 2023</b>
<b>2<sup>nd</sup> Quarterly Report and RCI (January 1 to March 31, 2023)</b>	<b>April 20, 2023</b>
<b>3<sup>rd</sup> Quarterly Report and RCI (April 1 to June 30, 2023)</b>	<b>July 20, 2023</b>
<b>4<sup>th</sup> Quarterly Report and RCI (July 1 to September 30, 2023)</b>	<b>October 15, 2023</b>
<b>Final Statement of Accomplishments</b>	<b>October 15, 2023</b>

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

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

**Final Statement of Accomplishments**

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

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

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

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

**Nigel Reynoso, Administrative Lieutenant, San Luis Police Department, shall serve as Project Administrator.**

**Brittany Tabares, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

**REPORT OF COSTS INCURRED (RCI):**

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

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

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

**PROJECT MONITORING:**

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

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

Project monitoring serves as a management tool for:

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

### **Types of Monitoring**

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

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

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form

	completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.
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On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

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

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

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

**Documentation**

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

**PROJECT PERIOD:**

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

**DURATION:**

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

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

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

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

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$12,143.00
II.	Employee Related Expenses (ERE) (40%)	\$4,857.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Crash Data Adapter	\$3,039.00
VII.	Capital Outlay Crash Data Kit	\$21,628.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$41,667.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of \$41,667.00.

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

Reporting Period

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

**Arizona Governor's Office of Highway Safety  
Capital Outlay Equipment Record  
Equipment \$5,000.00 or more**

<b>Equipment Description</b>	<b>Make/Model</b>	<b>Serial Number</b>	<b>Date Ordered</b>	<b>Date Received</b>	<b>Cost Per Unit</b>

**Note: Photographs of all Capital Outlay Equipment must be submitted with form**

**CERTIFICATIONS AND AGREEMENTS**

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

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

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

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

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

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

**I. Project Monitoring, Reports, and Inspections**

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

**II. Reimbursement of Eligible Expenses**

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

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

### **III. Property Agreement**

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

### **IV. Travel**

#### In-State and Out-of-State Travel

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

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

### **V. Standard of Performance**

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

### **VI. Hold Harmless Agreement**

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

**VII. Non-Assignment and Sub-Contracts**

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

**VIII. Work Products and Title to Commodities and Equipment**

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

**IX. Copyrights and Patents**

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

**X. Uniform Administrative Requirements**

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

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

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

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

**XI. Non-Discrimination**

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

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

**XII. Executive Order 2009-09**

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

**XIII. Application of Hatch Act**

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

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

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

**XV. Arbitration Clause, ARS §12-1518**

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

**XVI. Inspection and Audit, ARS §35-214**

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

**XVII. Appropriation of Funds by U.S. Congress**

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

**XVIII. Continuation of Highway Safety Program**

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

**XIX. E-Verify**

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

**XX. Termination and Abandonment**

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

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

## **XXI. Cancellation Statute**

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

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

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

### **AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**

#### **Acceptance of Condition**

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

#### **Certificate of Compliance**

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

**Certification of Non-Duplication of Grant Funds Expenditure**

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

**Single Audit Act**

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

**Buy America Act**

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

**Prohibition on Using Grant Funds to Check for Helmet Usage**

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

**Certification Regarding Debarment and Suspension**

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

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

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

**Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

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

**Instructions for Lower Tier Certification**

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

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

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

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

**REIMBURSEMENT INSTRUCTIONS****1. Agency Official preparing the Report of Costs Incurred:**Name: Nigel ReynosoTitle: Police LieutenantTelephone Number: 928-341-2420 Fax Number: 928-627-5446E-mail Address: Nreynoso@sanluisaz.gov**2. Agency's Fiscal Contact:**Name: Monica CastroTitle: Director of FinanceTelephone Number: 928-341-8543 Fax Number: 928-341-8549E-mail Address: Mcastro@sanluisaz.govFederal Identification Number: 86-0376164**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of San Luis

Warrant/Check to be mailed to:

City of San Luis Finance Department  
(Agency)P.O. Box 7740  
(Address)San Luis, AZ 85349  
(City, State, Zip Code)**4. Unique Entity Identifier:**078740431  
(Unique Entity Identifier #)1090 E Union Street San Luis, AZ 85349/ P.O. Box 1170 San Luis, AZ 85349  
(Registered Address & Zip Code)

**Restriction on State Lobbying**

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

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

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

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

***Signature of Project Director:***

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

Richard Jessup, Chief of Police  
San Luis Police Department

Lizandro Galaviz, City Manager  
City of San Luis

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date Telephone

\_\_\_\_\_  
Date Telephone





## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

6. B.

**Meeting Date:** 10/11/2022

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding an updated software contract with Benchmark Analytics to continue better managing officer and civilian staff performance, training and policy storage and delivery to the San Luis Police Department. **(Richard Jessup, Chief of Police)**

#### SUMMARY:

The San Luis Police Department has been utilizing a top-to-bottom police force management system (Benchmark Analytics®) that integrates with our current Record Management System and Computing Aided Dispatch System (CAD). This system has allowed the department to better manage internal affairs, use of force incidents, community engagements, officer and civilian staff performance and behavior evaluations has served as a first sign early intervention system, training, and policy storage and delivery to the San Luis Police Department.

The current contract with Benchmark Analytics will soon expire, and we are requesting to continue the contract for an additional three (3) years.

The San Luis Police Department would like to engage in contracting police force management system services from Benchmark Analytics for **\$3,250.00 plus tax** for the first year, and **\$5,000.00 plus tax** every year thereafter with a possible 8.0 percent per year increase.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE CONTRACT WITH BENCHMARK ANALYTICS AS PRESENTED.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$3,250.00
<b>BUDGETED AMOUNT:</b>	YES
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Contractual Services: 100-181-80000, current balance \$45,895.22

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

Item budgeted in SLPD's general fund account Contractual Services 100-181-80000, balance  
\$45,895.22

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**Attachments**

Benchmark Contract Renewal  
Benchmark - sole-source letter

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BENCHMARK ANALYTICS® SOFTWARE AS A SERVICE AGREEMENT

Table with 2 columns: Benchmark Solutions LLC DBA Benchmark Analytics LLC ("Benchmark") contact info and Subscription Terms; Client Information including San Luis Police Department and contact details for Richard Jessup.

I. Subscription Fees:

Client shall pay Benchmark annual subscription fees ("Fees"), inclusive of integrations noted in Section III below, in the amount of \$ 5,000.00, for Year 1 of the Term. Client shall also receive a credit of 35% (\$1,750.00) applied to Year 1 of the term.

II. Service Level Specifications:

Other than scheduled downtime, Benchmark strives for a high level of system availability above 99%. ("Service Level Specifications"). Benchmark will use commercially reasonable efforts to conform to the Service Level Specifications when accessed and used in accordance with this Agreement.

III. Additional Terms:

- 1. Access and Use. Benchmark has developed a software application designed for its clients' personnel to enter, manage, track, report and analyze various law enforcement-related information...
2. Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for three (3) Subscription Term periods (noted above).
3. Restrictions. a. Client may only use the Services strictly in accordance with (1) all applicable laws... b. Client shall not use the Services for any purposes beyond the scope of the access granted in this Agreement.
4. Intellectual Property. a. Benchmark acknowledges that, as between Benchmark and Client, Client owns all right, title, and interest, including all intellectual property rights...

including, without limitation, Aggregated Statistics and any information, data, or other content derived from Benchmark's monitoring of Client's access to or use of the Services ("Benchmark IP"). For the avoidance of doubt, Benchmark IP excludes Client Data.

5. **Aggregate Statistics.** Notwithstanding anything to the contrary in this Agreement, Benchmark may monitor Client's use of the Services and collect and compile data and information related to Client's use of the Services that is used by Benchmark in an aggregate and anonymized manner, including, but not limited to, compilation of statistical and performance information related to the provision and operation of the Services ("Aggregated Statistics"). As between Benchmark and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Benchmark. Client acknowledges that Benchmark may compile Aggregated Statistics based on Client Data input into the Services; provided, that such Aggregated Statistics do not identify Client or Client's Confidential Information.
6. **Support Services.** Benchmark shall provide a customer support number for client. The customer support line may be accessed through a toll-free telephone number (1-888-40-BENCH) or via e-mail (support@benchmarkanalytics.com) and will be available Monday through Friday 8:00AM – 6:00PM (CST), excluding all federal holidays. In the event of a system wide outage, the client shall be provided with a 24-hour hotline for immediate response.
7. **Client's Obligations.**
  - a. Client is responsible and liable for all uses of the Services and User Materials resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Users, and any act or omission by a User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall make all Users aware of this Agreement's provisions as applicable to such User's use of the Services, and shall cause Users to comply with all such provisions.
  - b. Client understands and agrees that (i) Client is responsible for obtaining and installing all software and/or hardware upgrade, fixes, or enhancements required by the applicable browser software; and (ii) that Benchmark is not responsible for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited, to the Internet.
  - c. Client shall be responsible for: (i) securely administering the distribution and use of all Access Credentials and protection against any unauthorized access to or use of the Services; and (ii) controlling the content and use of Client Data, including the uploading or other provision of Client Data to or through the Services and the accuracy thereof. Client shall immediately notify Benchmark if Client becomes aware of any loss or theft or unauthorized use of any Access Credentials.
  - d. Client shall immediately notify Benchmark if it becomes aware that the Services, or Client's use of the Services, violates or potentially violates any applicable laws.
  - e. Client is solely responsible for maintaining the confidentiality of Client's user name(s) and password(s)
8. **Mutual Obligations.** "Confidential Information" means any information that includes the following: (a) for Benchmark, all information relating to its business affairs, products, technology (including, but not limited to, source code, research and/or analytics), confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information; and (b) for Client, the identities of its Users, records of interactions with the Users, and Client Data (including, but not limited to, information regarding Client's employees). Neither party shall disclose any Confidential Information of the other party to any person or entity, except to those of its employees or contractors who require access to it in order for the party to be able to perform its obligations under this Agreement, and who are bound by confidentiality obligations consistent with the terms of this Section, and except to the extent otherwise permitted by the licenses granted in Sections 5. The receiving party shall be responsible and liable for compliance with this Section by its employees and contractors. This Section does not apply to any information that (i) becomes generally publicly available other than as a result of improper disclosure by the receiving party; (ii) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; (iii) becomes available on a non-confidential basis from a third-party that is not bound by confidentiality; or (iv) is known to the receiving party at the time of disclosure. To the extent required by any applicable law, regulation, or order of any court or governmental body, disclosure of Confidential Information is not a breach of this Agreement; provided, that the party required to disclose it (a) promptly, and prior to such disclosure, notifies the other party so that it can seek a protective order or other remedy, and (b) prior to any disclosure, asserts the confidential nature of the Confidential Information.
9. **Indemnification.** Benchmark shall indemnify, defend, and hold harmless Client from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Client resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third-party's valid U.S. patent or copyright, provided that Client promptly notifies Benchmark in writing of the claim, cooperates with Benchmark, and allows Benchmark sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Client agrees to permit Benchmark, at Benchmark's sole discretion, to (i) modify or replace the Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Client to continue use. This Section will not apply to the extent that the alleged infringement arises from: (i) use of the Services in combination with data, software, or technology not provided by Benchmark or authorized by Benchmark in writing; (ii) modifications to the Services not made by Benchmark; (iii) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Client by or on behalf of Benchmark; or (iv) Client Data or any other Client materials. THIS SECTION SETS FORTH CLIENT'S SOLE REMEDIES AND BENCHMARK'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.
10. **Limited Warranty; Disclaimer of Warranties.**
  - a. Benchmark warrants that the Services will substantially perform according to written functional specifications provided by Benchmark from time to time.
  - b. THE SERVICES AND BENCHMARK IP ARE PROVIDED "AS IS" AND BENCHMARK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BENCHMARK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS STATED IN SECTION 9, BENCHMARK MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES AND BENCHMARK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
11. **Limitation of Liability.** IN NO EVENT WILL BENCHMARK BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) DAMAGES OF ANY NATURE WHATSOEVER IN CONNECTION WITH, RELATED TO OR ARISING OUT OF ANY TERMINATION OR DISCIPLINE OF A CLIENT EMPLOYEE, OR ANY CLIENT EMPLOYMENT-RELATED MATTER, (c) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (d) LOSS OF GOODWILL OR REPUTATION; (e) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY CLIENT DATA, OR BREACH OF CLIENT DATA OR SYSTEM SECURITY; OR (f) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BENCHMARK WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL BENCHMARK'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED \$250,000.
12. **Time to File Claims.** No action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two (2) years after the cause of action was discovered or should have been discovered.
13. **Termination.**
  - a. In addition to any other express termination right set forth in this Agreement, this Agreement may be terminated as follows: by Benchmark, if Client is in breach of any payment obligation contained in this Agreement and fails to cure such breach within ninety (90) days written notice of such breach by Benchmark; or by either party, if the other party is in material breach of any other provision of this Agreement (other than Client's obligation to pay Fees), by written notice to the other party effective sixty (60) days after the receipt of such notice unless the other party cures such breach within the sixty (60) day. In addition, Benchmark may terminate this Agreement immediately upon notice to Client in the event Client breaches its obligations under Section 4 above. Upon expiration or earlier termination of this Agreement, (i) Client shall immediately discontinue use of the Benchmark IP and, without limiting Client's obligations under Section 8, Client shall delete, destroy, or return all copies of the Benchmark IP; and (ii) Benchmark may immediately deactivate Client's account, and, after providing Client with ninety (90) days limited access to the Services for the sole purpose of permitting

Client to retrieve Client Data, delete Client’s account and bar any further access to such information and the Services. Client understands and agrees that Benchmark is not liable to Client, its Users, or any third-party for any termination of Client’s access to the Services or deletion of Client Data or any other data of any kind.

- b. This Section 13, and Sections 3, 4, 5, 8, 9, 10, 11,12, 13 and 15 through 22 of Article III will survive any termination or expiration of this Agreement.
- 14. **Public Disclosure.** Client grants to Benchmark the right to publicly disclose the fact that Client is using the Services of Benchmark.
- 15. **Severability.** Each paragraph and provision of this Agreement is severable from the entire Agreement, and, if one provision is declared invalid, the remaining provisions shall remain in effect and the invalid provision shall be reformed and amended to the extent needed to be valid.
- 16. **Force Majeure.** In no event shall Benchmark be liable to Client, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Benchmark’s reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- 17. **Taxes.** Fees do not include any local or state sales, value added, use or other applicable excise taxes now in force or enacted in the future, any assessment of which shall be paid by Client. Without limiting the foregoing, Client shall promptly pay to Benchmark any amounts actually paid or required to be collected or paid by Benchmark pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority.
- 18. **Entire Agreement; Amendment; Waiver.** This Agreement supersedes all prior agreements and understandings between Client and Benchmark, including any representations, expressed or implied. Client acknowledges that this Agreement may not be changed or terminated orally. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by an authorized representative of the party against who the same is sought to be enforced. The parties, each acting under proper authority, have signed this Agreement on the date indicated below. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 19. **Notices.** Any notices required or permitted under this Agreement shall be in writing and shall be effective when delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or by personal courier to the address set forth in this Agreement or any more recent address to which the sending party has been apprised.
- 20. **Relationship of the Parties.** Benchmark and Client are independent contractors. Neither party shall make any contracts, warranties, representations, or assume or create any other obligations, whether express or implied, in the other party’s name or on its behalf.
- 21. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party; provided that Benchmark shall have the right to assign its rights and obligations hereunder to its parent, subsidiary, or affiliate or a successor (including any successor through merger, consolidation or any other form of acquisition resulting in a change of control of Benchmark) upon notice to Client. Any purported assignment of rights in violation of this Section is null and void.
- 22. **Third-party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person or entities other than Benchmark and Client.

BY SIGNING BELOW, EACH PARTY CERTIFIES THAT IT HAS READ AND AGREES WITH AND SHALL BE BOUND BY THE TERMS HEREOF.

**This agreement is subject to the provisions of ARS §38-511.**

Client: San Luis Police Department

Benchmark Solutions LLC DBA Benchmark Analytics LLC

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: Ron Huberman  
 Title: CEO  
 Date: \_\_\_\_\_

November 14, 2018

Miguel Alvarez  
Lieutenant  
San Luis Police Dept.  
1030 E. Union St.  
San Luis, AZ 85349

Dear Lieutenant Alvarez

This letter is to confirm the sole-source eligibility status of Benchmark Analytics' software platform for the early intervention and human capital management of law enforcement personnel.

Benchmark Analytics® is partially owned by the University of Chicago and is the exclusive licensee and sole distributor of the University of Chicago Center for Data Science and Public Policy's Early Warning/Intervention model. The University of Chicago's multi-year research base as well as the corresponding copyrighted, predictive models have been commercialized by Benchmark in the marketplace as First Sign.™ As such, First Sign is the only existing software-enabled, research-based Early Warning/Intervention model available for purchase in the market today.

Additionally, Benchmark Analytics® is the sole provider of the Case Action Response Engine™ or C.A.R.E., which is the only law enforcement-specific tool in the marketplace that recommends specific policing-centric and employee-based interventions in conjunction with First Sign. First Sign and C.A.R.E. work reciprocally together within the closed-loop Benchmark software platform to provide a total case management platform, complete with automated workflow and communications functionality.

For further information regarding Benchmark's status as a sole-source provider, please feel free to reach out with questions.

Best,



Ron Huberman  
CEO, Co-Founder  
Cell: 312-287-3895

<http://benchmarkanalytics.com>

[ron.huberman@benchmarkanalytics.com](mailto:ron.huberman@benchmarkanalytics.com)



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

6. C.

**Meeting Date:** 10/11/2022

**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

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#### ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2022-0422F. A request by Vega and Vega Engineering, PLC, on behalf of Comite de Bienestar, Inc., for the approval of Bienestar Estates 12 Phase 1 Final Plat; for property located on the southeast corner of Avenue F and San Fernando Street in San Luis Arizona. **(Fernando Villegas, Principal Planner)**

#### SUMMARY:

The Planning and Zoning Commission approved Bienestar Estates 12 Phase 1 final plat on September 13, 2022. Phase 1 will contain approximately 40.92 acres and will consist of 183 residential lots. The lots range in size from approximately, 6,000 square feet to 11,000 square feet Assessor's Parcel Number 227-15-031.

On June 14, 2018, the subject property was rezoned to Medium Density Residential (R1-6) as part of the approval of the rezoning case for Bienestar Estates 10 Subdivision (Rezoning Case No. 2018-0127). Rezoning 154 acres for the development of Bienestar Estates 10, 11 and 12.

The existing land use designation is Medium Density Residential (MDR). The proposed development is consistent with the existing land use designation.

The applicant has provided the information and materials necessary for review of the final plat for Bienestar Estates 12 Phase 1 Subdivision.

The Planning and Zoning Commission recommended approval with the following conditions:

1. A Concrete Masonry Unit (CMU) wall must be constructed between the retention basin and adjacent lots.
2. The applicant must comply with the San Luis Roadway Naming and Addressing policy.

The applicant has made a request to name one of the streets **Eric Salazar Place** to honor a young man that was working with Comite de Bienestar on this project. As per City of San Luis Roadway Naming and Addressing Policy, Section 2.7, as adopted by Resolution No. 2016, City Council approves subdivision street names through the subdivision process, and roadway names become final upon recording of the final plat.

Staff recommends approval of the final plat for Bienestar Estates 12 Phase 1 Subdivision.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE SUBDIVISION CASE NO. 2022-0422F.**

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**Fiscal Impact**

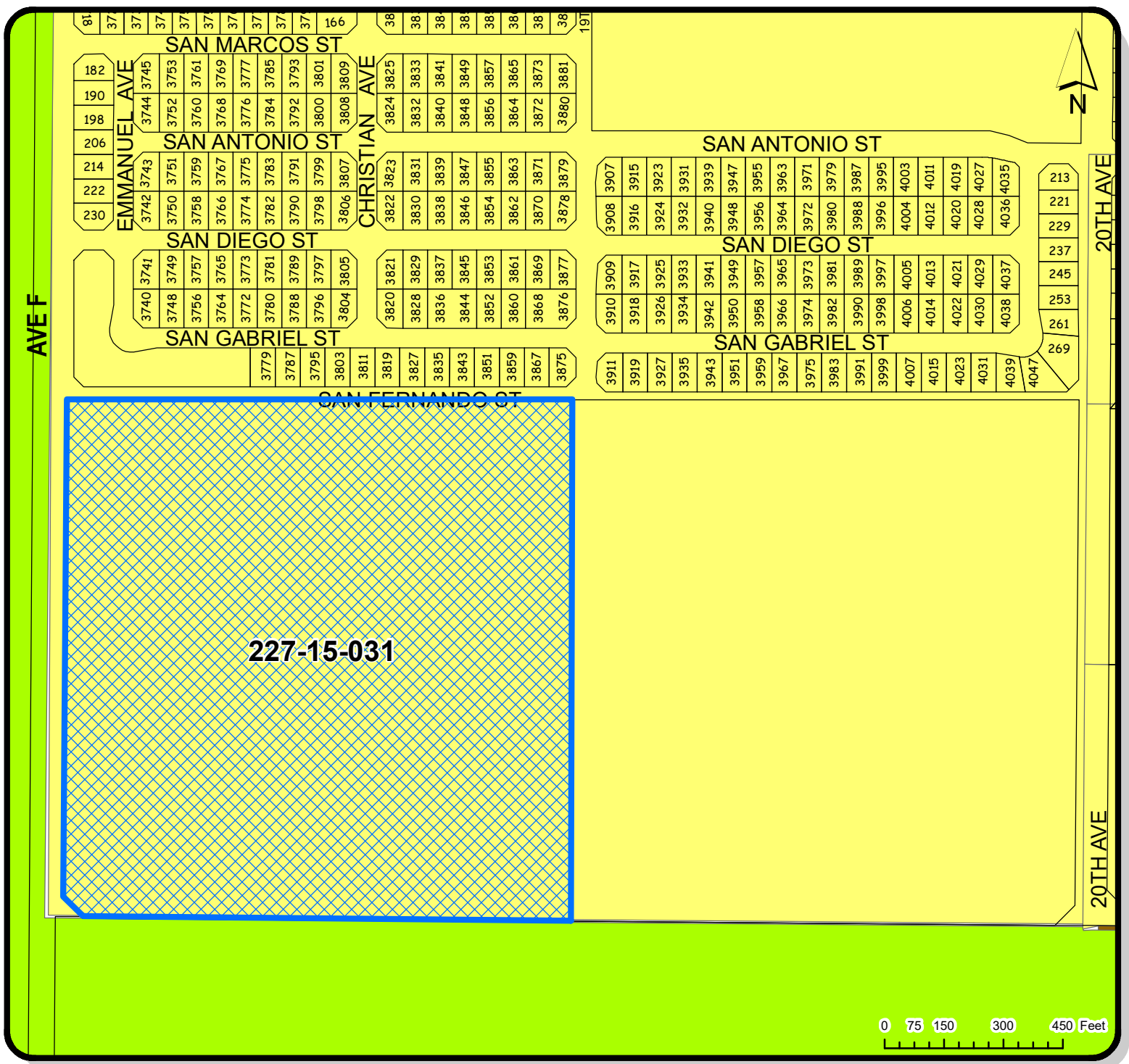
**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A  
**CITY/STATE/FEDERAL FUNDS:** N/A  
**TOTAL:** N/A  
**BUDGETED AMOUNT:** N/A  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU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

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**Attachments**

Location Map  
Final Plat Bienestar 12 Phase 1  
Applicant Narrative  
CC&Rs  
Presentation

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# LOCATION MAP

# SUBDIVISION

LOCATION OF SUBJECT PROPERTY

 PARCEL 22715031

### Zoning

SINGLE RESIDENCE ZONING DISTRICTS  
 R1-8  
 RA-10

CASE #

**2022-0422F**

**DATE:**

8/29/2022

**PLANNING & ZONING**



**GIS**

**CREATED BY:**

ISAAC GUTIERREZ

**CHECKED BY:**

FERNANDO VILLEGAS

**APPROVED BY:**

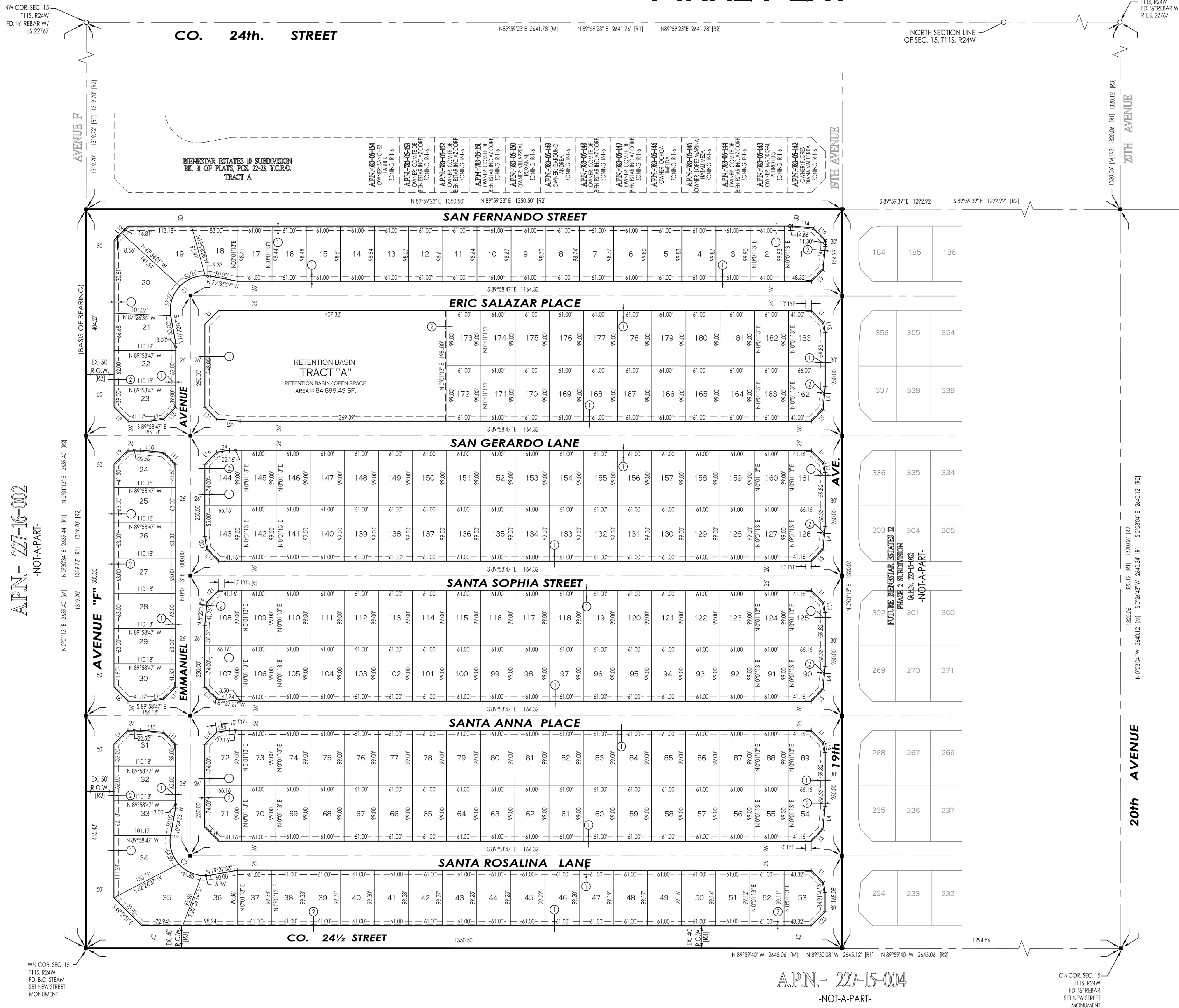
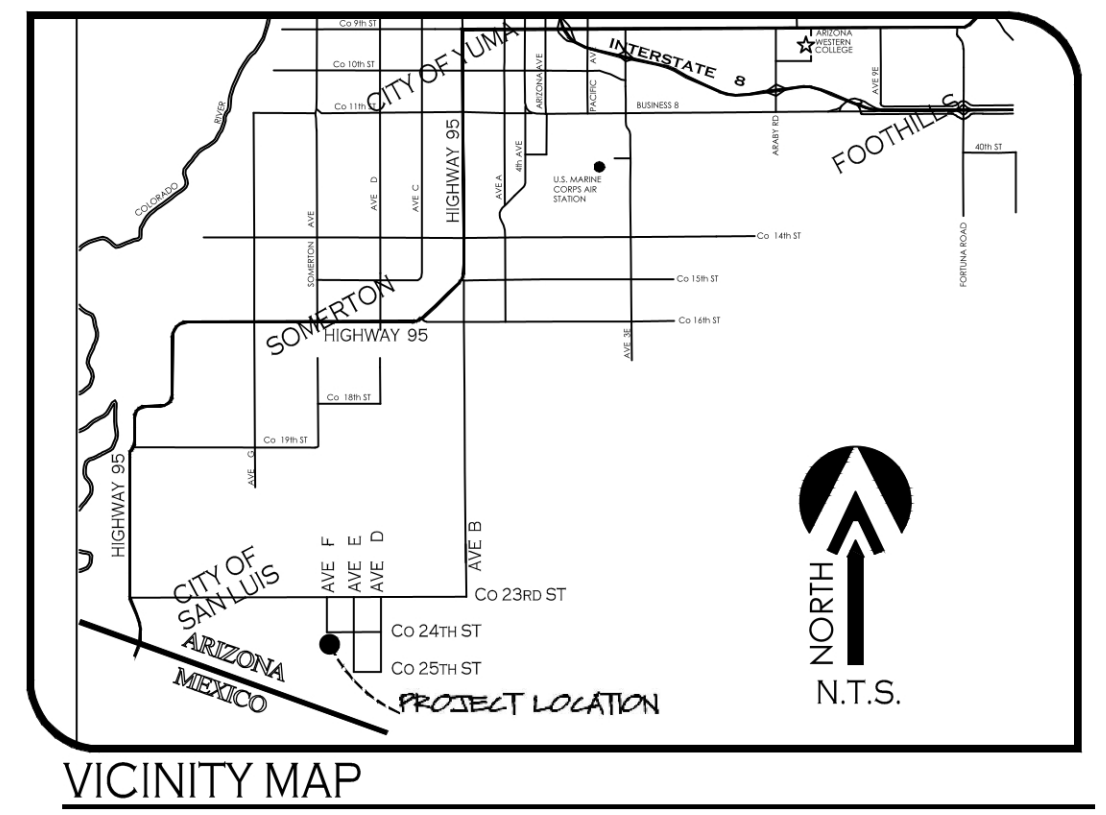
JOSE A. GUZMAN

# BIENESTAR ESTATES 12 - PHASE 1 SUBDIVISION

A SUBDIVISION OF OF PARCEL "B1" OF BIENESTAR ESTATES 12 - LOT SPLIT, AS RECORDED IN BK. 34, OF PLATS, PG. 07, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, AZ., ALSO BEING A PORTION OF THE S<sup>1</sup>/<sub>2</sub> OF THE NW<sup>1</sup>/<sub>4</sub> OF SECTION 15, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA.

SEPTEMBER OF 2022 ACREAGE: 40.92 AC (GROSS)

## FINAL PLAT



### KEYNOTES

- ① NEW 8' UTILITY EASEMENT
- ② NEW 1' NON-ACCESS EASEMENT

### NOTE

- ✦ PROPERTY CORNERS TO BE MARKED BY 1/2" DIAMETER REBAR TAGGED WITH CAP L.S. 16528
- ✦ PROJECT ZONING: R-1-6

### OWNER OF RECORD:

COMITE DE BIENESTAR  
923 E. 8<sup>th</sup> STREET  
PO BOX 7170  
SAN LUIS, AZ., 85349

### BASIS OF BEARING

THE WEST SECTION LINE OF SECTION 15, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA (BEING THE LINE THE CENTERLINE OF AVENUE F), AS SHOWN ON BORDER RANCHES SUBDIVISION, AS RECORDED IN BOOK 27 OF PLATS, PAGES 9 & 10, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.

BEARING N 0°01'13" E

### LEGEND

- INDICATES BOUNDARY LINE
- - - - - INDICATES CENTERLINE
- - - - - INDICATES EASEMENT LINE
- 11 NEW LOT NUMBER
- NEW YUMA COUNTY STD. DETAIL NO. 4-030 SUB'D BOUNDARY MONUMENT
- NEW YUMA COUNTY STD. DETAIL NO. 4-080 STREET MONUMENT
- EXISTING MONUMENT (TYPE AS SHOWN)
- INDICATES BRASS CAP
- Y.C.R. INDICATES YUMA COUNTY RECORDERS
- G.L.O. INDICATES GENERAL LAND OFFICE
- N.A.E. INDICATES NON ACCESS EASEMENT
- [M] INDICATES MEASURED DATA
- [R1] DATA REFERS TO U.S.B.R. BALANCED SECTION OF SECTION 15, T11S, R24W, DATED: JUNE 1977
- [R2] DATA REFERS TO BIENESTAR ESTATES 11A, AS RECORDED IN BOOK 31, PAGE 100, Y.C.R.
- [R3] DATA REFERS TO BIENESTAR ESTATES 11 LOT SPLIT, AS RECORDED IN BOOK 31, PAGE 58, Y.C.R.

### LINE DATA

LINE NUMBER	BEARING	LENGTH (FEET)	LINE NUMBER	BEARING	LENGTH (FEET)
L1	N 44°59'24" W	31.36'	L16	S 45°03'36" E	30.55'
L2	S 9°25'57" E	17.24'	L17	S 44°59'24" E	30.55'
L3	S 45°01'07" W	31.36'	L18	S 44°59'24" E	35.36'
L4	N 5°21'57" E	41.75'	L19	N 45°01'19" W	30.42'
L5	N 45°03'36" E	29.84'	L20	N 8°37'15" W	22.66'
L6	N 44°58'28" E	35.33'	L21	N 45°03'36" E	29.84'
L7	N 81°22'43" E	22.68'	L22	S 80°33'55" W	17.27'
L8	S 44°59'24" E	35.36'	L23	S 84°39'55" E	42.01'
L9	S 45°03'36" E	35.36'	L24	S 81°22'43" W	22.66'
L10	N 84°38'33" W	41.75'	L25	N 45°11'32" W	35.38'
L11	N 44°59'24" W	29.84'	L26	N 45°09'9" E	35.36'
L12	S 44°59'41" W	35.36'	L27	S 44°59'51" E	35.35'
L13	N 9°25'57" W	17.24'	L28	N 45°11'58" W	35.37'
L14	N 84°39'55" W	37.29'	L29	S 84°37'58" E	41.74'
L15	N 45°03'36" E	30.54'	L30	N 81°22'43" E	22.68'

### LOT AREAS TABLE:

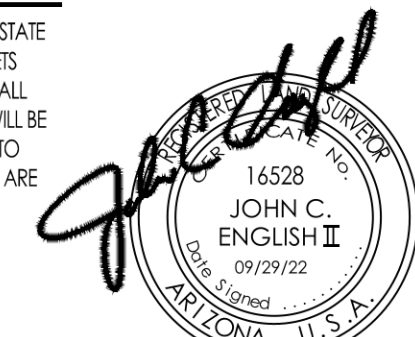
LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)
1	6,497.65 SF	22	6,831.45 SF	43	6,054.72 SF	64	6,039.00 SF	85	6,039.00 SF	106	6,039.00 SF	127	6,039.00 SF	148	6,039.00 SF	169	6,039.00 SF
2	6,033.82 SF	23	6,394.24 SF	44	6,053.76 SF	65	6,039.00 SF	86	6,039.00 SF	107	6,163.72 SF	128	6,039.00 SF	149	6,039.00 SF	170	6,039.00 SF
3	6,031.84 SF	24	6,629.12 SF	45	6,052.80 SF	66	6,039.00 SF	87	6,039.00 SF	108	6,163.72 SF	129	6,039.00 SF	150	6,039.00 SF	171	6,039.00 SF
4	6,029.86 SF	25	6,941.64 SF	46	6,051.85 SF	67	6,039.00 SF	88	6,039.00 SF	109	6,039.00 SF	130	6,039.00 SF	151	6,039.00 SF	172	6,039.00 SF
5	6,027.89 SF	26	6,941.64 SF	47	6,050.89 SF	68	6,039.00 SF	89	6,217.08 SF	110	6,039.00 SF	131	6,039.00 SF	152	6,039.00 SF	173	6,039.00 SF
6	6,025.91 SF	27	6,941.64 SF	48	6,049.94 SF	69	6,039.00 SF	90	6,163.72 SF	111	6,039.00 SF	132	6,039.00 SF	153	6,039.00 SF	174	6,039.00 SF
7	6,023.93 SF	28	6,941.64 SF	49	6,048.98 SF	70	6,237.10 SF	91	6,039.00 SF	112	6,039.00 SF	133	6,039.00 SF	154	6,039.00 SF	175	6,039.00 SF
8	6,021.95 SF	29	6,941.64 SF	50	6,048.02 SF	71	6,237.10 SF	92	6,039.00 SF	113	6,039.00 SF	134	6,039.00 SF	155	6,039.00 SF	176	6,039.00 SF
9	6,019.98 SF	30	6,669.70 SF	51	6,047.07 SF	72	6,204.80 SF	93	6,039.00 SF	114	6,039.00 SF	135	6,039.00 SF	156	6,039.00 SF	177	6,039.00 SF
10	6,018.00 SF	31	6,353.66 SF	52	6,046.11 SF	73	6,039.00 SF	94	6,039.00 SF	115	6,039.00 SF	136	6,039.00 SF	157	6,039.00 SF	178	6,039.00 SF
11	6,016.02 SF	32	6,831.45 SF	53	6,620.46 SF	74	6,039.00 SF	95	6,039.00 SF	116	6,039.00 SF	137	6,039.00 SF	158	6,039.00 SF	179	6,039.00 SF
12	6,014.04 SF	33	6,629.38 SF	54	6,163.72 SF	75	6,039.00 SF	96	6,039.00 SF	117	6,039.00 SF	138	6,039.00 SF	159	6,039.00 SF	180	6,039.00 SF
13	6,012.07 SF	34	8,800.68 SF	55	6,039.00 SF	76	6,039.00 SF	97	6,039.00 SF	118	6,039.00 SF	139	6,039.00 SF	160	6,039.00 SF	181	6,039.00 SF
14	6,010.09 SF	35	10,484.08 SF	56	6,039.00 SF	77	6,039.00 SF	98	6,039.00 SF	119	6,039.00 SF	140	6,039.00 SF	161	6,217.08 SF	182	6,039.00 SF
15	6,008.11 SF	36	7,555.07 SF	57	6,039.00 SF	78	6,039.00 SF	99	6,039.00 SF	120	6,039.00 SF	141	6,039.00 SF	162	6,148.11 SF	183	6,201.47 SF
16	6,006.13 SF	37	6,040.45 SF	58	6,039.00 SF	79	6,039.00 SF	100	6,039.00 SF	121	6,039.00 SF	142	6,039.00 SF	163	6,039.00 SF		
17	6,004.15 SF	38	6,059.50 SF	59	6,039.00 SF	80	6,039.00 SF	101	6,039.00 SF	122	6,039.00 SF	143	6,204.80 SF	164	6,039.00 SF		
18	6,002.17 SF	39	6,058.54 SF	60	6,039.00 SF	81	6,039.00 SF	102	6,039.00 SF	123	6,039.00 SF	144	6,204.80 SF	165	6,039.00 SF		
19	6,000.19 SF	40	6,057.58 SF	61	6,039.00 SF	82	6,039.00 SF	103	6,039.00 SF	124	6,039.00 SF	145	6,039.00 SF	166	6,039.00 SF		
20	11,440.10 SF	41	6,056.63 SF	62	6,039.00 SF	83	6,039.00 SF	104	6,039.00 SF	125	6,217.08 SF	146	6,039.00 SF	167	6,039.00 SF		
21	6,857.46 SF	42	6,055.67 SF	63	6,039.00 SF	84	6,039.00 SF	105	6,039.00 SF	126	6,163.72 SF	147	6,039.00 SF	168	6,039.00 SF		

### CURVE DATA

NUMBER	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH	TANGENT	RADIUS	ARC LENGTH
C1	108°17'6"	N 45°00'36" E	100.18'	85.51'	61.80'	116.80'
C2	108°17'6"	N 44°59'24" W	100.18'	85.51'	61.80'	116.80'

### LAND SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS MAP CONSISTING OF TWO (2) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING DECEMBER OF 2021 THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN PLACE WITHIN ONE YEAR FROM RECORDATION OF THIS MAP. THE MONUMENTS WILL BE SUBJECT TO ENABLE THE SURVEY TO BE RE-TRACED, THE SURVEY IS TRUE AND COMPLETE AS SHOWN. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS.



BY: *John C. English II*  
JOHN C. ENGLISH II  
R.L.S. No. 16528

ELABORATED BY: VNV20-500

**VEGA & VEGA**  
ENGINEERING, PLLC  
1846 S. 8th Avenue 928-329-0000 Tel  
Yuma, Az. 85364 928-247-6232 Fax  
www.vegaivvega.com



2619 S Ave. 2½ E, Ste #3  
Yuma Az. 85364  
928-329-0000 tel  
928-247-6232 fax  
[VnV@vegaNvega.com](mailto:VnV@vegaNvega.com)

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June 27, 2022

City of San Luis  
Department of Development Services  
Community Planning

Re: Final Plat of Bienestar Estates 12 Phase 1 Subdivision.

Dear Sir or Madam:

This is the Narrative statement for the above-mentioned project:

The request for Final Plat approval for Bienestar Estates 12 Phase 1 to be located in Parcel "B1" of Bienestar Estates 12 - Lot Split, as recorded in Bk. 34, Page 7 of Yuma County recorder's office, Yuma County, with an area of 40.92 Acres with current zoning R-1-6, said parcel of land is currently designated in The Major General Plan/Map as land use category of Neighborhood, and it will remain as such.

The intent is to develop land with zoning designation R-1-6 as single residential residences with lots minimum 6,000 sf. approximately for a total of 183 lots.

If you have any questions or need any further information don't hesitate in contact us.

Sincerely

**Vega & Vega Engineering, P.L.C.**

---

Vianey R. Vega, P.E.

When recorded mail to:

Gary Black  
Comite de Bien Estar, Inc.  
P.O. Box 7170  
San Luis, Arizona 85349

**BIENESTAR ESTATES 12 SUBDIVISION  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is made and dated on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Comite de Bien Estar, Inc., an Arizona nonprofit corporation, being the owner of all the following described real property situated in the County of Yuma, State of Arizona:

Lots 1 thru 183, BIENESTAR ESTATES NO. 12, according to Book \_\_\_\_ of Plats, pages \_\_\_\_\_, Official Records of Yuma County, Arizona.

1. No Lot shall be used for anything other than for residential purposes.
2. No Lot shall have anything constructed upon it other than a new site-built single family residence not to exceed two stories in height with an attached garage. Only guests houses or other structures permissible under the City of San Luis' ordinances, codes and regulations shall be permissible. All Lots shall be of a uniform and level grade with proper sloping for drainage to the adjacent street/s. The finished floor elevation of any building shall be no less than 14 inches above the elevation of the adjacent street/s, or as otherwise required by the City of San Luis. All buildings, structures and fences shall be constructed in accordance with the City of San Luis' ordinances, codes and regulations.
3. No Lot shall be split or subdivided into smaller Lots nor conveyed in less than the original dimensions of such Lot as depicted upon the Subdivision Plat.
4. All building setbacks shall be in accordance with the City of San Luis' ordinances, codes and regulations.
5. Easements, as indicated upon the Subdivision Plat, are reserved for the installation and maintenance of public service utilities and cable television and other uses for public or quasi-public good. No buildings shall be placed upon such easements.
6. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the Subdivision.
7. No structure of a temporary character, or any trailer, motor home, recreational

vehicle, basement, tent, shack, garage, barn, or other outbuilding shall be used upon any Lot any time as a residence either temporarily or permanently.

8. No advertising signs shall be permitted, except, "For Rent" or "For Sale." No signs shall encompass more than four (4) square feet in area.

9. No horses, cattle, domestic poultry or fowl, rabbits or other livestock or animals may be kept on any Lot or other portion of the Subdivision except common household pets. The commercial sale, breeding and grooming of animals is not allowed within the Subdivision.

10. No boats, boat trailers, horse or animal trailers, travel trailers, semi-trailers, semi-trucks shall be stored in any street or common areas unless specifically designated for such purposes.

11. No individual well or water supply system, other than as provided by the City of San Luis, shall be permitted upon any Lot. The existing well on Lot 23 may be used by Comite de Bien Estar, Inc., during development of the Subdivision.

12. No short wave radio equipment shall be operated on or from any lot or any short wave antenna be emplaced on any lot.

13. No junk cars, outside storage of junk, auto parts, construction materials or other unsightly items shall be permitted upon any lot or within the Subdivision.

14. Automobiles undergoing repair or otherwise inoperable shall be garaged or otherwise hidden from public view.

15. Lot owners shall maintain their lots in a neat and clean manner reflecting pride of ownership.

16. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in a Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any lot

17. These covenants, conditions and restrictions are to run with the Subdivision and the Lots therein and shall be binding on the undersigned and all of the successors in title, interest or possession in all and every part of said premises until December 31, 2050, and thereafter said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless or until the owners of a majority of the Lots affected hereby amend or revoke the same by written instrument, duly acknowledged and recorded.

18. Any deed of conveyance of the Subdivision or any Lot therein shall be subject to

the above restrictive covenants, conditions and restrictions whether or not any reference is made in such deed or conveyance and all of such restrictive covenants, conditions and restrictions shall be binding upon the respective grantees of any Lot, their successors and assigns.

19. Any Lot owner shall be entitled to enforce these covenants, conditions or restrictions against any other Lot owner/s. Violation of any one or more of these covenants, conditions and restrictions may be restrained or enjoined by any Court of competent jurisdiction and damages awarded against violators, provided that a breach of any of these covenants, conditions and restrictions shall not affect, impair, defeat or render invalid the lien, charge or encumbrance of any mortgage or trust deed which may be placed on record, and said mortgages or trust deeds shall be and are hereby declared to be prior and superior to the rights; provided, however, that the event of foreclosure or trustee sale, or any note holder acquiring title agrees that said property so acquired by them shall become subject to each and all of the covenants, conditions and restrictions and rights herein contained, but free from the effects of any breach occurring prior thereto. In any action to enforce any of these covenants, conditions or restrictions the prevailing party as determined by the Court shall be entitled to an award of their costs and reasonable attorneys as determined by the Court.

Comite de Bien Estar, Inc.

By: \_\_\_\_\_  
Marco Antonio Reys  
Its: Executive Director

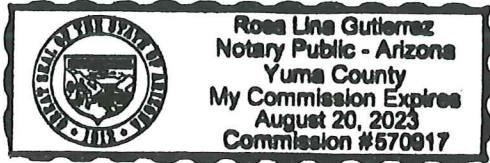
State of Arizona                    }  
  }ss.  
County of Yuma                    }

On this 19th day of July, 2022 before me the undersigned Notary of Public, personally appeared Marco Antonio Reyes who acknowledged himself to be the Executive Director of Comite de Bien Estar, Inc., an Arizona nonprofit corporation, and has executed the foregoing instrument for the purposes therein contained.

By: Rosalina Gutierrez

SUBSCRIBED AND SWORN to before me this 19 day of July, 2022.

My Commission Expires: 08/20/23





# City Council Meeting

October 12, 2022

# Subdivision Case No. 2022-0422F

**Request:** By Vega & Vega Engineering PLC on behalf of Comite de Bienestar Inc. for the approval of the final plat of Bienestar Estates 12 phase 1 subdivision.

- ◉ The property is located on the southeast corner of Avenue F and San Francisco Street in San Luis Arizona.

# Subdivision Case No. 2022-0422F



Vicinity Map

## LOCATION MAP

LOCATION OF SUBJECT PROPERTY

 PARCEL 22715031

Zoning

 SINGLE RESIDENCE ZONING DISTRICTS  
 R-10

## SUBDIVISION

CASE #

2022-0422F



# Subdivision Case No. 2022-0422F

## The Planning Commission Recommendation:

The Commission recommends approval of Subdivision Case No. 2022-0422F with the following conditions:

1. A CMU wall must be constructed between retention basin and adjacent lots.
2. The applicant must comply with the San Luis Roadway Naming and Addressing policy.

## Recommended Motion:

- ⦿ **I MOVE TO APPROVE SUBDIVISION CASE NO. 2022-0422F.**



# PRESENTATION

## Special City Council Meeting

9.

Meeting Date: 10/11/2022

Submitted By: Crystal Ochoa, Parks & Recreation Department

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Presentation Topic/Summary:

### **PRESENTATION**

Special recognition presented to State Senator Lisa Otondo and Arizona House of Representative Brian Fernandez for the support in appropriating \$33 million to the Arizona Department of Transportation to construct, widen, repair and upgrade Cesar Chavez Boulevard in the City of San Luis. **(Mayor Gerardo Sanchez and City Council)**

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