



NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 6:00 p.m., Wednesday, December 13, 2023. 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 recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 6:00 p.m., el día Miércoles, 13 de Diciembre del 2023. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad

AMENDED AGENDA 12/11/2023
PREVIOUSLY ITEMS NO. 8, 8.A AND 9 HAVE BEEN REMOVED AND
RE-NUMBERED ACCORDINGLY



AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
December 13, 2023
6:00 p.m.

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.

TENGA EN CUENTA QUE LOS MIEMBROS DEL CABILDO DE LA CIUDAD ASISTIRÁN EN PERSONA, TELÉFONO O COMUNICACIÓN POR VIDEO CONFERENCIA. LA ALCALDESA O ALCALDE INTERINO 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. 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.

5. PRESENTATIONS

5. A. Presentation and recognition to Mr. John A. Schwamm, San Luis, Arizona Port of Entry Director. **(Mayor Nieves Riedel and Council Members)**

5. B. Presentation and recognition to Mr. Luis Ramirez, President of Ramirez Advisors Inter-National, LLC, for his work, dedication and support in international relationships and national matters that are of importance to the City of San Luis, Arizona. **(Mayor Nieves Riedel and Council Members)**

5. C. Presentation of Certificate of Recognition to the City of San Luis East Wastewater Treatment Plant for its acceptance into the Voluntary Environmental Stewardship Program (VESP) from the Arizona Department of Environmental Quality (ADEQ). **(Gina Bunn, ADEQ Community Liaison)**
6. **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.
6. A. **MINUTES OF**
- Regular Council meeting held November 8, 2023
6. B. **DISBURSEMENTS FROM NOVEMBER 15, 2023 TO NOVEMBER 29, 2023**
Total \$756,717.14
(Seven Hundred Fifty-Six Thousand, Seven Hundred, Seventeen Dollars and Fourteen Cents)
7. **DISCUSSION AND POSSIBLE ACTION ITEMS:**
7. A. Discussion and possible action on any and all matters regarding Order No. 2023-13. An Order of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the entering into an Intergovernmental Agreement with Yuma County, Arizona, for the provision of election services for years 2024-2029. **(Sonia Cornelio, City Clerk)**
7. B. Discussion and possible action on any and all matters regarding Order No. 2023-14. An Order of the Mayor and City Council of the City of San Luis, Arizona, accepting a Water Infrastructure Finance Authority (WIFA) Grant; providing matching funds; authorizing the entering into an agreement with WIFA repealing conflicting provisions; and providing for severability. **(Edgar Esparza, Billing and Collections Manager)**
7. C. Discussion and possible action on any and all matters regarding Order No. 2023-15. An Order of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an Intergovernmental Agreement with the Arizona Department of Revenue regarding the unified tax administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax and rental occupancy taxes imposed by the State, cities or towns. **(Roula Encinas, Finance Operations Manager)**
7. D. Discussion and possible action on any and all matters regarding Order No. 2023-16. 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 2024-AL-029, 2024-OP-018, and 2024-PTS-057 between the City of San Luis, Arizona through the San Luis Police Department and the Arizona Governor's Office of Highway Safety. **(Nigel Reynoso, Acting Chief of Police)**

7. E. Discussion and possible action on any and all matters regarding Resolution No. 2298. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, requiring City Council approval of the designs and colors of the various City of San Luis insignia, including, but not limited to, the city seal, department logos, badges for the Police and Fire Departments; repealing conflicting provisions, and providing for severability. **(Jenny Torres, Acting City Manager)**

7. F. Discussion and possible action on any and all matters regarding the appointment of a Vice Mayor. **(City Council)**

8. **SUMMARY OF CURRENT EVENTS**

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

9. **ADJOURNMENT**



PRESENTATION

Regular City Council Meeting

5. A.

Meeting Date: 12/13/2023

Submitted By: Olivia Jenkins, Administration

Presentation Topic/Summary:

Presentation and recognition to Mr. John A. Schwamm, San Luis, Arizona Port of Entry Director. **(Mayor Nieves Riedel and Council Members)**



PRESENTATION

Regular City Council Meeting

5. B.

Meeting Date: 12/13/2023

Submitted By: Olivia Jenkins, Administration

Presentation Topic/Summary:

Presentation and recognition to Mr. Luis Ramirez, President of Ramirez Advisors Inter-National, LLC, for his work, dedication and support in international relationships and national matters that are of importance to the City of San Luis, Arizona. **(Mayor Nieves Riedel and Council Members)**



PRESENTATION

Regular City Council Meeting

5. C.

Meeting Date: 12/13/2023

Submitted By: Jorge Perez, Public Works Department

Presentation Topic/Summary:

Presentation of Certificate of Recognition to the City of San Luis East Wastewater Treatment Plant for its acceptance into the Voluntary Environmental Stewardship Program (VESP) from the Arizona Department of Environmental Quality (ADEQ). **(Gina Bunn, ADEQ Community Liaison)**

Attachments

VESP Certificate

City Of San Luis - San Luis East WWTP



CERTIFICATE OF RECOGNITION

For your commitment to continuous environmental improvement through the use of environmental management systems, pollution prevention, resource conservation measures, public outreach and community involvement that exceed statutory requirements, and contribute to a cleaner, more livable community and environment.

KAREN PETERS, DIRECTOR
ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

10/06/23

DATE





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 12/13/2023

Summary

MINUTES OF

- Regular Council meeting held November 8, 2023

Attachments

11/8/2023 RCM

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
November 8, 2023
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the Regular City Council meeting to order at approximately 6:00 p.m.

PRESENT: Mayor Nieves Riedel
Vice Mayor Luis E. Cabrera
Council Member Maria Cecilia Cruz
Council Member Matias Rosales
Council Member Gloria Torres
Council Member Javier Vargas

ABSENT: Council Member Tadeo Azael De La Hoya
(Attending the Border Trade Alliance Conference)

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Angel Ramirez, Fire Chief
Antonio Maldonado, Video Production Specialist
Armando Esparza, Director of Economic Development
Carlos Muela Jr., Police Officer
Crystal Ochoa, Administrative Coordinator
Damian Miller, Police Sergeant
Domingo Sosa, Graphics and Media Specialist
Edgar Esparza, Billing & Collections Manager
Emmanuel Aldama, Police Officer
Enrique Lopez, Assistant Fire Chief
Ernesto Cardenas Jr., Police Officer
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Jose Luis Cisneros, Acting Director of Parks & Recreation
Lizette Varela, Assistant Director of Parks & Recreation
Marco Santana, Police Lieutenant
Melissa Lopez, Deputy City Clerk
Michelle Boucher, Police Administrator
Miguel Ramirez, Finance Accounting Manager
Nancy Juarez, Administrative Coordinator

Nigel Reynoso, Acting Chief of Police
Olivia Jenkins, Operations Coordinator
Roula Encinas, Finance Operations Manager
Ruben Lopez, I.T. Technician
Stephanie Pereda, Human Resources Coordinator
Christian Cuevas, Simultaneous Translator
Fabher Sanchez, Resident
Mark Concha, Resident
Mark Reader, Managing Director Stifel, Nicolaus & Company, Incorporated

2. PLEDGE OF ALLEGIANCE

Council Member Javier Vargas led the Pledge of Allegiance.

3. INVOCATION

Mr. Nigel Reynoso, Acting Chief of Police, led the invocation.

4. CALL TO THE PUBLIC

Ms. Jenny Torres, Acting City Manager, introduced Mr. Armando Esparza, Director of Economic Development.

Mr. Esparza stated he is a San Luis native and as many young students after graduating from high school he moved to Phoenix for better opportunities. He has had a long time in economic development working in state, regional and federal programs. He is really excited to take on the role of the new Director of Economic Development for the City of San Luis.

Ms. Torres also introduced Mr. Omar Orteiz Guerrero, Mayor of the City of Magdalena, Sonora, and other guests who visited the City of San Luis due to the execution of the Sister Cities Agreement amongst both cities.

Mayor Omar Orteiz Guerrero stated that he is happy to visit the City of San Luis and thanked Mayor Nieves Riedel for considering them as a Sister City and welcoming them to the community. He also thanked the Mexican Consul Dulce Maria Valle Alvarez for coordinating the agreement between both cities.

Mr. Jose Rene Torres Rivera, Municipal Director of Art, Culture and Tourism, thanked Mayor Nieves Riedel, Council Members, Consul Dulce Maria Valle Alvarez and city staff adding that they are very happy to be here in their sister city, San Luis, Arizona, with the firm purpose of strengthening ties and mechanisms that contribute to the development and strengthening of our communities.

5. PROCLAMATIONS/PRESENTATIONS

5. A. Proclamation - Law Enforcement Records Personnel Week November 6-10, 2023

5. B. Proclamation - GIS Day November 17, 2023

Mrs. Sonia Cornelio, City Clerk, read the proclamations by title only.

5. C. Retirement presentation of Police K9s Nicky & Laika. (Damian Miller, K9 Sergeant)

Mr. Damian Miller, K9 Sergeant, stated that tonight Police K9s Nicky and Laika will retire. He added that Police K9s provide presentations, drug seizures and apprehensions of felons. From the first day the Police Department gets these dogs and are selected, they run some tests. From that moment these dogs go home with their Handler and the training begins. These dogs are taken to their Handler's home and are introduced to their families and are brought to work every day not realizing how much they will learn from each other and love them. He added that to train the dogs it takes patience, consistency and repetition (PCR). Sergeant Miller proceeded with he last call to Dispatch for Police K9s Nicky and Laika.

Mr. Nigel Reynoso, Acting Chief of Police, presented K9s Nicky and Laika with a retirement plaque thanking them for their years of service to the community of the City of San Luis.

5. D. Presentation and recognition of the 2023 - 1st, 2nd, and 3rd Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. (Enrique Lopez, ERAP Chair)

Mr. Enrique Lopez, Asssitant Fire Chief and ERAP Chair, recognized and congratulated the recipients for the first three (3) quarters of this year for the Achievement Award, Award of Excellence and Employee of the Quarter.

6. CONSENT AGENDA

6. A. MINUTES OF

- Work Session October 4, 2023

6. B. DISBURSEMENTS FROM OCTOBER 18, 2023 TO NOVEMBER 1, 2023

Total \$1,303,012.39

(One Million, Three Hundred Three Thousand, Twelve Dollars and Thirty-Nine Cents)

6. C. Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for Fiscal Year 2023-2024, Correction to Section 4.1. (Jenny Torres, Assistant City Manager)

6. D. Discussion and possible action on any and all matters regarding the contract with the Campesinos Sin Fronteras for the 29th Dia del Campesino event on December 1, 2023, in San Luis, Arizona, for the Fiscal Year 2023-2024. (Jenny Torres, Assistant City Manager)

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

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding a contract for Parking Lots Curbing for the East San Luis Community Park. (Jose L. Cisneros, Acting Director of Parks and Recreation)

Mr. Jose L. Cisneros, Acting Director of Parks and Recreation, stated this item is to ratify the contract with Evans Custom Concrete for the curbing of the East San Luis Community Park. Having the curbing and any other component of the park is very important as it helps mitigate the accumulation of the sand, assists with the maintenance costs and allows staff to begin having activities at the park. Evans Custom Concrete has been a great partner for this project. They are very trustworthy and have proven to be very reliable in addition to being familiar with the project. The estimate was reviewed by Mr. Eulogio Vera, Director of Public Works, and considered it to be reasonable. Staff is asking the Mayor and City Council to approve the ratified contract to waive formal purchasing procedures as allowed per the City Code – Section 3.5.10F per the justification mentioned.

MOTION: Council Member Javier Vargas/Council Member Maria Cecilia Cruz to ratify the contract with Evans Custom Concrete, L.L.C., for curbing at the East San Luis Community Park in the amount of \$159,922.71 and waive purchasing procedures for the justifications presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. B. Discussion and possible action on any and all matters regarding correction to the Sister City agreement approved on September 27, 2023. (Olivia Jenkins, Operations Coordinator)

Ms. Francia Alonso, Public Information Officer, stated that the only amendment to the agreement is changing the name from Magdalena de Kino to Magdalena, Sonora.

MOTION: Council Member Javier Vargas/Council Member Gloria Torres to approve revised agreement with Sister City Magdalena, Sonora, Mexico. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. C. Discussion and possible action on any and all matters regarding the transfer of funds for ambulance autobody repairs. (Angel Ramirez, Fire Chief)

Mr. Angel Ramirez, Fire Chief, explained that in December of 2022, one (1) of their ambulances was involved in an accident on Highway 95. This ambulance has been in repairs for approximately ten (10) months. A check was issued last fiscal year, which caused some confusion and staff did not budget for this year's budget and that is the reason they have to get money from the Merrill Project to be able to pay for the repairs from the ambulance. The ambulance is ready to be picked up.

MOTION: Vice Mayor Luis E. Cabrera/Council Member Maria Cecilia Cruz to approve the transfer of funds in the amount of \$17,755.89 from money budgeted for a potential Community Development Block Grant which was not awarded to San Luis this year, to the Fire Department's Vehicle Maintenance Fund to pay for ambulance repairs. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. D. Discussion and possible action on any and all matters regarding Resolution No. 2295. A resolution of the Mayor and City Council of the City of San Luis, Arizona, accepting a proposed distribution from the Greater Yuma Port Authority. (Jenny Torres, Acting City Manager)

Ms. Jenny Torres, Acting City Manager, stated that the Greater Yuma Port Authority Board of Directors met and there was a proposal that was provided to the city's representative, Council Member Matias Rosales, stating that the Greater Yuma Port Authority was willing to distribute a total of \$155,000.00 back to the original communities that were part of the Greater Yuma Port Authority. The \$155,000.00 represents the \$100,000.00 for the original deposit and the \$55,000.00 is for the last cash call. The cash call is the contribution that the city would make every year. By resolution, each community within the Greater Yuma Port Authority has to approve it in order for the municipalities to get their money back.

Council Member Matias Rosales clarified that it is \$105,000.00 for the deposit and \$50,000.00 for the cash call. The direction was for every board entity to go back to their respective council. The Greater Yuma Port Authority is meeting on November 16, 2023, for the board to ratify and approve it. With this, it gives the board direction that everyone is agreeing to the disposition of some of the funding from this year's funds.

MOTION: Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to approve and adopt Resolution No. 2295 with the correction of the amounts and accept the proposed distribution of \$155,000.00 from the Greater Yuma Port Authority. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. E. Discussion and possible action on any and all matters regarding Order No. 2023-11. An Order of the Mayor and City Council of the City of San Luis, Arizona approving the Downtown San Luis Master Drainage Plan. (Jenny Torres, Acting City Manager)

Ms. Jenny Torres, Acting City Manager, explained that this plan although it was not officially adopted it had been presented to the Mayor and City Council a couple of months ago. However, in order for the city to begin making changes to the ordinance to remove the on-site retention requirement of certain areas that have been already addressed, this master plan needs to be adopted.

MOTION: Council Member Matias Rosales/Council Member Gloria Torres to approve Order No. 2023-11, approving the Downtown San Luis Master Drainage Plan. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. F. Discussion and possible action on any and all matters regarding Order No. 2023-12. An Order of the Mayor and City Council of the City of San Luis, Arizona, (1) authorizing and directing the acquisition of all property necessary for the construction of a new storm water retention basin and storm water collection system by dedication, donation, purchase, exchange, or under the power of eminent domain as a matter of public necessity, and (2) authorizing the transfer of funds to make up the shortfall from the general fund for the acquisitions, and (3) authorizing the City Manager to take any and all actions in furtherance of the acquisitions. (Jenny Torres, Acting City Manager)

Ms. Jenny Torres, Acting City Manager, stated that as part of the drainage plan, there was a recommendation for the city to acquire specific lots that would allow construction of a retention basin area to take over the drainage of specific areas. Staff has hired CEI to do the acquisition, the appraisal has been conducted and staff is ready to make an offer on the property. The property the city is looking into acquiring is located on 720 2nd Avenue, San Luis, AZ, as well as the properties across the street from this address, next to Tacos El Chipilon.

Vice Mayor Luis E. Cabrera asked what is being planned for those properties?

Ms. Torres responded that staff does not just want to make it a retention area but something walkable that will look good for the community. It has not been discussed in detail but are looking at different options to make it accessible to the public; the main focus is to beautify all of downtown.

MOTION: Council Member Matias Rosales/Vice Mayor Luis E. Cabrera to approve Order No. 2023-12, the authorization of budget transfers from the accounts as stated in the fiscal impact and authorize the City Manager to take such action as may be needed to close escrow according to the terms in the offer packages. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. G. Discussion and possible action on any and all matters regarding Resolution No. 2294. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the entering into an Intergovernmental Agreement with Yuma County to construct with federal funds five foot paved shoulders and edge line rumble strips on Avenue B, between County 18th Street and County 23rd Street, an area within Yuma County and also partially within the limits of the City of San Luis, Arizona, superseding conflicting provisions, and providing for severability. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, indicated that this Intergovernmental Agreement is with Yuma County, they were able to secure some federal funding, which is Highway Safety Improvement Program (HSIP). Usually this type of funding is secured when there are fatalities, it includes a portion of roadway within the City of San Luis limits. This IGA commits the city to pay a portion of the design and construction of the project. An estimated total cost was included with the agenda item. Once the project is designed and goes out to bid, the numbers received will be the ones the city will be committed to. At this point the estimated city's committed amount is a little over \$9,000.00 for the design and approximately \$75,000.00 for the construction. The County will be paying the remainder, it is pro-rated based on the percentage of the roadway that is within the city's jurisdiction. The design will be invoiced to the city in Fiscal Year 2024, it is not a budgeted item, but it is something staff want to move forward with. The construction invoice will be invoiced in Fiscal Year 2026. This project will increase the shoulder width beyond the edge stripe, five (5) foot paved shoulders.

MOTION: Council Member Javier Vargas/Council Member Matias Rosales to approve and adopt Resolution No. 2294. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. H. Discussion and possible action on any and all matters regarding Resolution No. 2296. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an Intergovernmental Agreement with the United States General Services Administration jointly to improve Urtuzuastegui Street; repealing conflicting provisions; and providing for severability. (Eulogio Vera, Director of Public Works)

Mayor Nieves Riedel expressed for the City Council to consider continuing this item to a future council meeting at the request of staff.

MOTION: Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to continue the item to a future Council meeting on November 21, 2023. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. I. Presentation by Stifel, Public Finance Advisors on revenue through a primary property tax followed by discussion and possible action on any and all matters regarding Resolution No. 2297. A resolution of the Mayor and City Council of the City of San Luis, Arizona, ordering and calling a Special Election to be held on May 21, 2024, in and for the City of San Luis, Arizona, to submit to the qualified electors of San Luis the proposed amount to be raised by a primary (ad valorem) property tax. (Sonia Cornelio, City Clerk)

Ms. Jenny Torres, Acting City Manager, indicated that Mr. Mark Reader, Managing Director, from Stifel, Nicolaus & Company, Incorporated, will be making a PowerPoint presentation.

Mr. Reader stated that he has worked with the City of San Luis for a number of years. He added that he will be providing a presentation and following it, is a potential calling of election for a primary property tax for the Mayor and City Council to consider to go to the voters in May 2024 for the purpose of a property tax to help diversify the revenues of the city's general fund. The city's general fund has tremendous pressure on it because the city is growing and have significant capital improvement needs within the city. This option is a way to diversify revenues outside sales tax and state shared revenues. Legislature has not always been friendly to the cities and each year they look at ways in which to reduce the shared revenue.

For the primary property tax, vote approval is required in Arizona for all property tax elections. The City of San Luis has never levied a property tax whether that be for a capital or for maintenance and operation. The limitation on the amount of primary property tax levied by a city is rooted in the Arizona Constitution. He added that the amount limitation as listed on the resolution would be on the ballot question is referenced in terms of tax dollars and not a tax rate. Once the set amount is determined, state statute allows any city to increase it each year by approximately two (2) percent to allow for some inflation. In Arizona, the cities can call the election for primary property tax to be held only in May for the following fiscal year if successful. The proposed amount to be levied is determined by the City Council and if approved by the voters, the dollar amount is the maximum levied each year. Therefore, if approved, each budget year, the city would consider what that primary property tax levy to be. If the election is successful, the city will determine how the monies from the primary property tax rate would be used within the city's general fund budget. He briefly explained the tax based growth and the county's valuation of its residents property tax base. This is how property taxes are levied in Arizona. He explained the three (3) different scenarios as illustrated on his PowerPoint presentation. Staff asked him to calculate a tax rate and an estimated cost to the homeowners within the city based on different revenue desires.

Scenario 1 - \$1.8 million, calculates a tax rate of \$1.54 per \$100.00 of assessed value

Scenario 2 - \$2 million, calculates a tax rate of \$1.72 for the additional \$200,000.00 of revenue for the city's budget.

Scenario 3 - \$2.5 million, calculates a tax rate of \$2.14.

In perspective of what would cost residents, based on owner occupied residential homes for the moment and based on the county's records the average property value, this is not market value, is \$106,603.00 assessed at ten (10) percent, equals \$10,660.03, then dividing it by \$100.00 equals \$106.60 multiplying it by \$1.54, totaling an estimated annual tax impact of \$165.00 or monthly an estimated tax impact of \$13.71, as demonstrated in Scenario 1. For Scenario 2, totaling an estimated annual tax impact of \$183.00 or monthly an estimated tax impact of \$15.24. For Scenario 3, totaling an estimated annual tax impact of \$229.00 or monthly an estimated tax impact of \$19.05. There are also commercial and agricultural properties. His presentation included the overlapping tax rates within the boundaries of the City of San Luis. There are other cities that have implemented a primary property tax, including the Cities of Somerton and Yuma. The PowerPoint presentation is included with the agenda item filed with the City Clerk.

Mr. Reader commented that he would work closely with staff and prepare a voter information pamphlet that would be mailed to all voters describing why the city is having the election, what the moneys will be used for and include the table in his PowerPoint presentation in the pamphlet.

MOTION: Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to approve Resolution No. 2297. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

8. SUMMARY OF CURRENT EVENTS

Vice Mayor Luis E. Cabrera reported that the Founder's Day Parade took place on Saturday, November 4, 2023, without any traffic complaints. On a separate note, he and Council Member Maria Cecilia Cruz and Matias Rosales attended the Gala for Comite de Bien Estar's Cancer Hispanic Group and was happy that the City of San Luis pitched in and is providing support to all those cancer survivors. He also attended the Spooktacular Carnival on October 28, 2023, organized by the Parks & Recreation Department.

Council Member Matias Rosales reported he also attended the Campesinos Sin Fronteras Gala Dinner at the Cocopah Casino, the funds will be used for their new building.

Council Member Maria Cecilia Cruz reported she attended the Walk to End Alzheimer's, it was a very well attended event and the purpose was to raise funds and approximately \$50,000.00 were raised, the goal was \$70,000.00.

Mayor Nieves Riedel thanked the Parks & Recreation Department for organizing the city's parades and other activities. She also congratulated Ms. Jenny Torres and those employees recognized by the ERAP Committee.

9. ADJOURNMENT

MOTION: Council Member Javier Vargas/Vice Mayor Luis E. Cabrera to adjourn the Regular Council meeting at approximately 7:06 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

APPROVED:

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on November 8, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 12/13/2023

Summary

DISBURSEMENTS FROM NOVEMBER 15, 2023 TO NOVEMBER 29, 2023

Total \$756,717.14

(Seven Hundred Fifty-Six Thousand, Seven Hundred, Seventeen Dollars and Fourteen Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING DEC 6, 2023
Disbursement Report from 11/15/2023 TO 11/29/2023

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	11/16/2023	\$ 209,439.69	Schedule A
Payroll Check Account	11/22/2023	\$ 479,424.56	Schedule B
Payroll Check Account	11/22/2023	\$ 67,852.89	Schedule C

Total Disbursements: \$ 756,717.14

Please contact Ms. Roula Encinas or Mr. Miguel Ramirez prior to the meeting if additional information is needed.

Prepared by Karla Plascencia: 

Verified by Finance: Miguel Ramirez

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

2023 NOV 30 A 11: 12

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Payment Register

From Payment Date: 11/13/2023 - To Payment Date: 11/16/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
107492	11/14/2023	Open			Accounts Payable	ARIZONA DEPT OF ECONOMIC SECUR	\$1,829.26		
107493	11/15/2023	Open			Accounts Payable	FLUID ENERGIES INC	\$396.00		
107494	11/16/2023	Open			Accounts Payable	AIRGAS USA LLC	\$310.14		
107495	11/16/2023	Open			Accounts Payable	ALLDATA LLC	\$1,501.24		
107496	11/16/2023	Open			Accounts Payable	AUTOZONE STORES, INC	\$620.81		
107497	11/16/2023	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$532.00		
107498	11/16/2023	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$169.10		
107499	11/16/2023	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$66.93		
107500	11/16/2023	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$2,239.59		
107501	11/16/2023	Open			Accounts Payable	CARLOS, FLORES F.	\$2,125.00		
107502	11/16/2023	Open			Accounts Payable	CODE PUBLISHING COMPANY	\$168.15		
107503	11/16/2023	Open			Accounts Payable	COMITE DE BIENESTAR INC	\$2,500.00		
107504	11/16/2023	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	\$5,002.33		
107505	11/16/2023	Open			Accounts Payable	FACTOR SALES, INC.	\$796.02		
107506	11/16/2023	Open			Accounts Payable	FLUID ENERGIES INC	\$75.00		
107507	11/16/2023	Open			Accounts Payable	FONSECA, BRIANDA	\$1,536.40		
107508	11/16/2023	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$488.13		
107509	11/16/2023	Open			Accounts Payable	INTERNATIONAL CODE COUNCIL	\$219.21		
107510	11/16/2023	Open			Accounts Payable	LAW OFFICE OF HEATHER C. VINCI PLLC	\$7,500.00		
107511	11/16/2023	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$143.81		
107512	11/16/2023	Open			Accounts Payable	LOWE'S HIW, INC.	\$1,257.83		
107513	11/16/2023	Open			Accounts Payable	M & Y ELECTRICAL LLC	\$399.00		
107514	11/16/2023	Open			Accounts Payable	MENTORSOURCE TRAINING CORPORATION	\$6,150.00		
107515	11/16/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,105.02		
107516	11/16/2023	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	\$323.39		
107517	11/16/2023	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$100.00		
107518	11/16/2023	Open			Accounts Payable	RODRIGUEZ, JARMY	\$3,030.30		
107519	11/16/2023	Open			Accounts Payable	RUSH TRUCK CENTER	\$423.89		
107520	11/16/2023	Open			Accounts Payable	SANFORD, JAMES	\$49.38		
107521	11/16/2023	Open			Accounts Payable	SOUTHWEST TURF SUPPLY	\$9,470.72		
107522	11/16/2023	Open			Accounts Payable	THE HOME DEPOT	\$604.02		
107523	11/16/2023	Open			Accounts Payable	XEROX CORPORATION	\$973.75		
107524	11/16/2023	Open			Accounts Payable	YUMA COUNTY BAR ASSOCIATION	\$30.00		
107525	11/16/2023	Open			Accounts Payable	YUMA COUNTY PUBLIC HEALTH	\$56.00		
107526	11/16/2023	Open			Accounts Payable	COMITE DE BIENESTAR INC	\$272.82		
107527	11/16/2023	Open			Accounts Payable	DUEÑAS, ADRIAN	\$200.00		
107528	11/16/2023	Open			Accounts Payable	LOPEZ, JESUS E.	\$150.41		
107529	11/16/2023	Open			Accounts Payable	MUELA, CARLOS	\$182.67		
107530	11/16/2023	Open			Accounts Payable	RODRIGUEZ, OSVALDO	\$170.47		
107531	11/16/2023	Open			Accounts Payable	YUMA COUNTY SUPERIOR COURT	\$8,089.63		
Type Check Totals:						40 Transactions	\$61,258.42		

Payment Register

From Payment Date: 11/13/2023 - To Payment Date: 11/16/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EFT									
4455	11/16/2023	Open			Accounts Payable	ALSCO, INC	\$1,045.96		
4456	11/16/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$367.94		
4457	11/16/2023	Open			Accounts Payable	AMBERLY'S PLACE	\$3,500.00		
4458	11/16/2023	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	\$315.78		
4459	11/16/2023	Open			Accounts Payable	BLT ASPHALT LLC	\$520.68		
4460	11/16/2023	Open			Accounts Payable	BTE BODY COMPANY INC	\$366.16		
4461	11/16/2023	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$579.96		
4462	11/16/2023	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$69.82		
4463	11/16/2023	Open			Accounts Payable	COPPER STATE BOLTS & NUT CO.	\$360.04		
4464	11/16/2023	Open			Accounts Payable	CSC OF YUMA	\$1,887.74		
4465	11/16/2023	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$75.00		
4466	11/16/2023	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	\$8,341.67		
4467	11/16/2023	Open			Accounts Payable	DESERT WATER STORE INC	\$104.72		
4468	11/16/2023	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY CO, INC.	\$10.00		
4469	11/16/2023	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$950.00		
4470	11/16/2023	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$6,269.00		
4471	11/16/2023	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$11,488.78		
4472	11/16/2023	Open			Accounts Payable	HUMANE SOCIETY OF YUMA	\$4,166.67		
4473	11/16/2023	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$1,387.50		
4474	11/16/2023	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$2,540.00		
4475	11/16/2023	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$14,304.35		
4476	11/16/2023	Open			Accounts Payable	KTL&C, LLC.	\$178.72		
4477	11/16/2023	Open			Accounts Payable	MAJCO LLC	\$101.51		
4478	11/16/2023	Open			Accounts Payable	MCLOUGHLIN & EARDLEY GROUP, INC.	\$497.64		
4479	11/16/2023	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$2,010.77		
4480	11/16/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$1,980.31		
4481	11/16/2023	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	\$13,433.00		
4482	11/16/2023	Open			Accounts Payable	RDO EQUIPMENT CO.	\$38,985.69		
4483	11/16/2023	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$61.36		
4484	11/16/2023	Open			Accounts Payable	RM GRAPHICS	\$470.57		
4485	11/16/2023	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$116.04		
4486	11/16/2023	Open			Accounts Payable	SAM'S CLUB	\$2,975.78		
4487	11/16/2023	Open			Accounts Payable	SIMS MACKIN, LTD.	\$890.00		
4488	11/16/2023	Open			Accounts Payable	SMITH, RALPH E. SR.	\$1,280.00		
4489	11/16/2023	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$3,697.86		
4490	11/16/2023	Open			Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC	\$869.09		
4491	11/16/2023	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$430.18		
4492	11/16/2023	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$1,116.00		
4493	11/16/2023	Open			Accounts Payable	YUMA AUTO REBUILDERS LLC	\$17,755.89		
4494	11/16/2023	Open			Accounts Payable	YUMA SIGN MASTERS LLC	\$622.29		

Payment Register

From Payment Date: 11/13/2023 - To Payment Date: 11/16/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4495	11/16/2023	Open			Accounts Payable	YUMA SUN INC	\$1,134.03		
4496	11/16/2023	Open			Accounts Payable	YUMA WINNELSON CO.	\$422.81		
4497	11/16/2023	Open			Accounts Payable	FRUTH GROUP INC	\$311.75		
4498	11/16/2023	Open			Accounts Payable	POLAR ICE LLC	\$188.21		
44 Transactions							\$148,181.27		

Type EFT Totals:

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	40	\$61,258.42	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	40	\$61,258.42	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	44	\$148,181.27	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	44	\$148,181.27	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	84	\$209,439.69	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	84	\$209,439.69	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	40	\$61,258.42	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	40	\$61,258.42	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	44	\$148,181.27	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	44	\$148,181.27	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	84	\$209,439.69	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	84	\$209,439.69	\$0.00

Guadalupe Canez

Digitally signed by: Guadalupe Canez

DN: CN = Guadalupe Canez email = gcanez@sanluisaz.gov C = AD

Date: 2023.11.16 18:04:08 -07'00'



Pay Day Register

Pay Date Range 11/04/23 - 11/17/23

Pay Batch 202324

Pay Batch 202324 Total

Employees in Pay Batch 305

Female Employees in Pay Batch 84

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
100 - REGULAR	20,632.1843	493,923.94	Gross	692,525.07	ASRS ALTERNATE	887.04 8,879.35
1001 - LEAVE WITHOUT PAY	44.8000	.00	Imputed Income		AZ STATE RETIREMENT	48,052.97 395,824.05
1007 - ON CALL WORKED HOURS	21.8333	505.43	FEDERAL TAX WITHHOLDING	43,255.55	DENTAL = FAMILY	437.80 .00
1009 - PART TIME	413.6902	11,612.99	SOCIAL SECURITY TAX	42,936.50	LONG TERM DISABILITY	593.83 395,824.05
1010 - PART TIME FIREFIGHTERS	71.6667	1,605.65	MEDICARE	10,041.64	MEDICAL MEX ONLY - EE &	2,121.60 .00
201 - OVERTIME	1,124.2172	38,617.95	STATE WITHHOLDING	12,988.20	MEDICAL MEX ONLY - EE &	5,421.57 .00
202 - OP STONE GARDEN- O.T.	551.5000	26,835.17	24-7 GET FIT- GYM	1,269.00	MEDICAL MEX ONLY - EE &	1,414.40 .00
2023 - FMLA - SICK LEAVE	15.0000	322.29	AM. FIDELITY - HEALTH FSA	83.34	MEDICAL MEX ONLY - EE ONLY	440.80 .00
2024 - FMLA - VACATION LEAVE	45.0000	665.10	AM. FIDELITY- ACCIDENT-POST	43.77	MEX & US HEALTH = EE	50,504.14 .00
300 - VACATION EARNED	1,212.0634	.00	AM. FIDELITY- ACCIDENT-PRE	442.65	MEX ONLY DENTAL - EE &	142.40 .00
301 - VACATION USED	650.3333	16,993.20	AM. FIDELITY- CANCER-POST	28.00	MEX ONLY DENTAL - EE &	332.15 .00
400 - SICK EARNED	1,143.6400	.00	AM. FIDELITY- CANCER-PRE TAX	142.10	MEX ONLY DENTAL - EE &	113.92 .00
405 - SCHEDULED SICK LEAVE	227.3834	4,891.26	AM. FIDELITY- GCI -POST TAX	44.37	MEX ONLY DENTAL - EE ONLY	65.12 .00
406 - UNSCHEDULED SICK LEAVE	347.6667	7,904.44	AM. FIDELITY- GHI- PRE TAX	245.25	PSPRS - ALTERNATE	206.31 2,578.90
502 - ON CALL PAY I.T.	.0000	125.00	AM. FIDELITY- LIFE -POST TAX	115.80	PSPRS FIRE DB NORM - TIER 1	10,882.33 82,881.48
503 - STAND-BY PAY	683.5600	1,367.12	AM. FIDELITY- TX LIFE -POST	245.28	PSPRS FIRE DB NORM - TIER 2	778.36 5,928.06
701 - HOLIDAY	2,302.0000	56,918.60	AZ COPS - SLPD	360.00	PSPRS FIRE DB NORM - TIER 3	4,581.52 47,923.92
704 - FIRE HOLIDAY EARNED	477.0000	.00	AZ STATE RETIREMENT	48,052.97	PSPRS FIRE DCCN - TIER 3	271.62 3,018.01
806 - TELEPHONE STIPEND	.0000	1,300.00	BORDER GYM - GYM	325.00	PSPRS FIRE DISABILITY - TIER	43.16 3,018.01
901 - COMPENSATION USED	38.1251	686.26	CHILD SUPPORT 2	234.46	PSPRS POLICE DB NORM - TIER	7,097.88 75,269.27
923 - BORDER FITNESS - GYM	.0000	325.00	DEFERRED COMP - ROTH	710.00	PSPRS POLICE DB NORM - TIER	1,164.58 12,349.83
924 - AMBULANCE - REGULAR	992.8001	21,256.60	DEFERRED COMPENSATION	3,957.00	PSPRS POLICE DB NORM - TIER	4,198.48 43,917.22
925 - AMBULANCE - OVERTIME	98.6666	3,285.07	DEFERRED COMPENSATION	727.24	STANDARD LIFE	2,589.27 .00
932 - 24-7 GET FIT - GYM	.0000	1,269.00	FOP/ALC	375.00	STANDARD LTD	1,398.85 258,276.88
965 - PD - STAND-BY PAY	.0000	2,115.00	GARNISHMENT - CHILD	3,010.14	STANDARD STD	5,355.43 .00
Total	31,093.1303	\$692,525.07	IAFF- FIRE DEPT	1,200.00	U.S. MEX DENTAL - EE &	398.50 .00
			LEGAL SHIELD	56.31	U.S. MEX DENTAL - EE &	95.64 .00
			LONG TERM DISABILITY	593.83	US & MEX DENTAL - EE	2,717.76 .00
			MANHATTANLIFE ASSURANCE	127.27	US & MEX HEALTH = C	16,498.50 .00
			MASS MUTUAL - LIFE	9.77	US & MEX HEALTH = FAMILY	23,010.99 .00
			MEX ONLY DENTAL - EE &	183.20	US & MEX HEALTH = SP	2,426.25 .00
			MEX ONLY DENTAL - EE &	429.38	VISION - SINGLE	1,090.80 .00
			MEX ONLY DENTAL - EE &	146.56	VSP- VISION	618.12 .00
			MEX ONLY HEALTH - EE & CH	622.32	Total	\$195,952.09
			MEXICO ONLY HEALTH - EE &	1,590.33		
			MEXICO ONLY HEALTH - EE &	414.88		
			NEW YORK LIFE - LIFE INS	36.49	Employer Taxes	Gross Base
			PAC FUND- FIRE DEPT.	109.50	MEDICARE	10,041.64 692,525.07
			PSPRS FIRE DB RATE - TIER 1a	5,293.89	SOCIAL SECURITY TAX	42,936.50 692,525.07
				69,201.09		

SCHEDULE B



Pay Day Register

Pay Date Range 11/04/23 - 11/17/23

Pay Batch 202324

PSPRS FIRE DB RATE - TIER 1b	1,046.55	13,680.39	SUTA/UNEMPLOYMENT	3,938.55	656,433.05
PSPRS FIRE DB RATE - TIER 2	453.50	5,928.06	Total	\$56,916.69	
PSPRS FIRE DB RATE - TIER 3	4,581.52	47,923.92			
PSPRS FIRE DC RATE - TIER 3	271.62	3,018.01	Workers' Comp		Gross Base
PSPRS FIRE DISABILITY RATE	43.16	3,018.01	ANIMAL CONTROL OFFICERS	69.39	3,083.86
PSPRS POLICE DB RATE - TIER	4,429.96	57,907.87	ATTORNEY- ALL & CLERICAL-	52.11	23,676.74
PSPRS POLICE DB RATE - TIER	1,328.14	17,361.40	AUTO SERVICE/ REPAIR	291.58	10,450.86
PSPRS POLICE DB RATE - TIER 2	944.76	12,349.83	BUILDING- NOC OPER BY	569.10	15,720.41
PSPRS POLICE DB RATE - TIER 3	4,198.48	43,917.22	BUS COMPANY AND DRIVERS	193.02	3,496.73
STANDARD LIFE ADDTNL	884.35	.00	CLERICAL OFFICE/ LIBRARY/	364.04	151,684.84
TRANSWESTERN MEXICAN	195.00	.00	Electrician	68.58	2,184.00
U.S. MEX DENTAL - EE &	513.25	.00	FIREFIGHTERS	328.39	9,328.82
U.S. MEX DENTAL - EE &	123.18	.00	FIREFIGHTERS & DRIVERS	6,785.57	142,853.92
UNITED WAY	14.00	.00	GARBAGE/ ASH/ REFUSE	659.43	10,550.88
US & MEX DENTAL= FAMILY	563.64	.00	Homemaker Service	41.22	1,799.97
US & MEX HEALTH = C	4,839.56	.00	MUNICIPAL/ TOWN/	788.25	45,042.74
US & MEX HEALTH = FAMILY	6,800.21	.00	PARKS- NOC ALL EMPLOYEES	801.60	25,858.01
US & MEX HEALTH = SP	711.70	.00	POLICE OFFICERS	7,190.48	151,378.23
VSP - VISION CHILDREN	236.98	.00	RECREATION- ALL EMPLOYEES/	252.10	18,401.67
VSP - VISION FAMILY	348.50	.00	SEWAGE DISPOSAL/ PLANT	902.89	26,246.59
VSP - VISION SPOUSE	125.46	.00	Street or Road Construction	2,248.53	25,464.70
Net	\$479,424.56		WATERWORKS OPERATIONS	772.42	22,260.12
			Total	\$22,378.70	

Roula
Jouanne
de Encinas

Digitally signed by: Roula
Jouanne de Encinas
DN: CN = Roula Jouanne de
Encinas email =
rencinas@sanluisaz.gov C =
US O = City of San Luis
Date: 2023.11.22 10:25:44 -
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Direct Deposits	Amount
1st Bank Yuma	43,564.38
ACADEMY BANK	2,534.17
Bank of America	3,988.15
Bank of America CA	1,166.08
Bankcorp	200.00
BMO HARRIS BANK	2,885.06
CAPITAL ONE	691.82
Charles Sch	250.00
Chase Bank	230,679.05
CHASE BANK CA	1,367.09
CHASE BANK MORGAN	2,437.40
CHASE BANK TX	2,249.65
chase centro	1,803.21
discover	400.00
Federal Credit Union	40,537.94
FF CREDIT UNION	2,854.16
FIDELITY	219.49
FIREFIGHTER FIRST CREDIT UNION	6,939.45



Pay Day Register

Pay Date Range 11/04/23 - 11/17/23

Pay Batch 202324

HUGHES FCU	1,692.49
MECHNICS BANK	1,306.99
National Bank	1,281.88
Navy Federal	23,020.44
NBKC Bank - Acorns	435.17
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	852.90
PATHWARD	2,696.17
Sunbank	2,467.96
SUTTON BANK	1,085.80
THE FOOTHILLS BANK	727.90
VANTAGE WEST	1,641.53
WASHINGTON FEDERAL	1,198.75
Wells Fargo	89,995.45
WELLS FARGO CA	1,781.17
WELLS FARGO CALE	1,201.52
Total	<u>\$476,273.22</u>
Check	\$3,151.34

Payment Register

From Payment Date: 11/20/2023 - To Payment Date: 11/22/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
107532	11/21/2023	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$2,300.00		
107533	11/21/2023	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$26,808.72		
107534	11/22/2023	Open			Accounts Payable	DE LA HOYA, TADEO	\$54.07		
107535	11/22/2023	Open			Accounts Payable	FONSECA, BRIANDA	\$900.00		
107536	11/22/2023	Open			Accounts Payable	GARCIA, ALDO	\$282.00		
107537	11/22/2023	Open			Accounts Payable	GARCIA, JESUS	\$680.00		
107538	11/22/2023	Open			Accounts Payable	LARA, OSCAR	\$160.00		
107539	11/22/2023	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$480.00		
107540	11/22/2023	Open			Accounts Payable	MAGALLANES, CESAR	\$200.00		
107541	11/22/2023	Open			Accounts Payable	MENDOZA MILLAN, VANESSA	\$75.00		
107542	11/22/2023	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	\$360.00		
107543	11/22/2023	Open			Accounts Payable	RAMIREZ, FELIPE	\$432.00		
107544	11/22/2023	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$325.00		
107545	11/22/2023	Open			Accounts Payable	FOP/ALC	\$375.00		
107546	11/22/2023	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$360.00		
107547	11/22/2023	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,244.60		
107548	11/22/2023	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
107549	11/22/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$109.50		
107550	11/22/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,200.00		
Type Check Totals:							\$38,359.89		
19 Transactions									

City of San Luis
Payment Register

From Payment Date: 11/20/2023 - To Payment Date: 11/22/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EFT									
4499	11/21/2023	Open			Accounts Payable	NICKLAUS ENGINEERING	\$29,493.00		
Type EFT Totals:					1 Transactions		\$29,493.00		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	\$38,359.89	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	19	\$38,359.89	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$29,493.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	1	\$29,493.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	\$67,852.89	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	20	\$67,852.89	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	\$38,359.89	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	19	\$38,359.89	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$29,493.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	1	\$29,493.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	\$67,852.89	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	20	\$67,852.89	\$0.00

Karla Plascencia

Digitally signed by: Karla Plascencia
DN: CN = Karla Plascencia email =
kplascencia@sanluisaz.gov C = US O = City of San Luis
OU = Finance
Date: 2023.11.22 18:00:25 -0700



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. A.

Meeting Date: 12/13/2023

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

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

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2023-13. An Order of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the entering into an Intergovernmental Agreement with Yuma County, Arizona, for the provision of election services for years 2024-2029. **(Sonia Cornelio, City Clerk)**

SUMMARY:

The city seeks to participate in consolidated elections and wishes to enter into this agreement with the Yuma County Elections Department and the Recorder's Office. The duration of this agreement is for five (5) years from the date all parties have signed it; the current IGA will expire on February 20, 2024.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT ORDER NO. 2023-13

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):

There will be costs for this year's special election, but that will come before the City Council as a separate item on a future agenda.

Attachments

Order No. 2023-13



Order

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2023-13

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH YUMA COUNTY ARIZONA, PROVIDING FOR ELECTION SERVICES. REPEALING CONFLICTING PROVISIONS AND PROVIDING FOR SEVERABILITY.

WHEREAS, Arizona Revised Statute § 11-952 authorizes Arizona cities and counties to enter into intergovernmental agreements; and

WHEREAS, on February 20, 2019, the City of San Luis and Yuma County entered into a five-year contract for election services, which will expire on February 20, 2024, and

WHEREAS the City of San Luis desires to continue election services through the expertise of Yuma County, and Yuma County is willing to continue services with the City of San Luis;

NOW, THEREFORE, BE IT ORDERED by the Mayor and City Council of the City of San Luis, Arizona:

Section 1: It is deemed in the best interest of the City of San Luis ("City") and its residents that an intergovernmental agreement with Yuma County be entered into for the provision of election services.

Section 2: A true copy of said intergovernmental agreement is incorporated into this Order No. 2023-13 ("Order") as if set forth in full here as Exhibit "A" ("Intergovernmental Agreement").

Section 3: The Mayor or the Mayor's designee are hereby authorized and directed to execute this Intergovernmental Agreement on behalf of the City.

Section 4: If a conflict arises between the provisions of this Order and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Order shall govern.

Section 5: If any section, subsection, paragraph, sentence clause, phrase, or portion of this Order is held to be invalid or unconstitutional by the final decision of any court of

competent jurisdiction or operation of law by binding legislation, such decision or legislation shall not affect the validity of the remaining portion of this Order.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of December 2023.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Exhibit A

**Intergovernmental Agreement between
the County of Yuma,
the County Recorder
and
The City of San Luis
For the Provision of Election Services
for Calendar Years 2024-2028**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF YUMA,
THE YUMA COUNTY RECORDER,
AND THE CITY OF SAN LUIS
FOR THE PROVISION OF ELECTION SERVICES
FOR CALENDAR YEARS 2024-2028**

THIS AGREEMENT is entered into _____, 2024, between the COUNTY OF YUMA (the "COUNTY"), acting by and through its duly elected governing body, the YUMA COUNTY RECORDER (the "RECORDER"), and the CITY OF SAN LUIS, (the "CITY").

I. RECITALS

1. The COUNTY owns and operates voting equipment and ballot tabulating equipment and employs certified Election Officials.
2. The CITY seeks to participate in consolidated elections and pursuant to Arizona Revised Statutes (A.R.S.) § 16-205(C), the CITY and COUNTY wish to enter into this Agreement.
3. The CITY is authorized, if it so chooses, pursuant to A.R.S. §§ 16-409 and 16-558 to conduct elections by all-mail ballot (VOTE BY MAIL).
4. The RECORDER is required by A.R.S. § 16-172 to enter into this Agreement if the CITY requests the use of County registration rolls to conduct an election, and, by seal and signature below, has resolved to enter into this Agreement.
5. The COUNTY is empowered by A.R.S. §§ 11-251 and 11-952 to enter into this Agreement and has, by appropriate Board action, determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the COUNTY.

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

II. SCOPE

1. The COUNTY will:
 - a. Make available to the CITY support services, materials and supplies, including but not limited to: ballot cards, voting equipment, vote tallying equipment, vote center supplies, vote center personnel, vote center signature rosters, counting center personnel, early board processing personnel, and such other election materials, supplies and personnel as may be required for the conduct of the type of election called/approved by the CITY.

- b. Conduct logic and accuracy tests as required by law and publish all legal notices in connection therewith.
- c. Perform tabulation, prepare unofficial election results and transmit to the CITY or designee.
- d. Provide the RECORDER personnel necessary to effectively administer an election.
- e. At all times comply with the laws and regulations regarding the conduct of elections.
- f. Upon completion of an election, present to the CITY a detailed, itemized statement of charges incurred and billable amounts for any election type called as per the current Election Services Fee Schedule.

2. The **RECORDER** will:

- a. Ensure that the County registration rolls necessary for the COUNTY to conduct an election be provided to the COUNTY at least forty-five (45) days in advance of such election, with supplementation of the rolls provided at least once, as soon as possible after the twenty-ninth (29th) day preceding the election, and with further supplementation as may be necessary to conduct early voting.
- b. Handle all early balloting for the CITY, including early voting requests, early ballot mailers, on-site early voting, signature verification and other early voting supplies and services that may be necessary.
- c. FOR VOTE BY MAIL ELECTIONS: Mail ballots to every registered voter within the CITY.
- d. Upon completion of an election, present to the CITY a detailed, itemized statement of charges incurred to conduct early voting for a Vote Center OR Vote by Mail election and billable amounts for each participating CITY.
- e. Provide RECORDER personnel necessary to effectively administer early voting and other related services appropriate for type of election called/approved by the CITY.

3. The **CITY** will:

- a. Contact the COUNTY no later than 180 days prior to a consolidated election date notifying of intent to conduct election and advise of type of election approved by the governing body (Vote Center or Vote by Mail election).
- b. Create, translate, print and mail all publicity pamphlets.
- c. Publish all legal notices in connection with a CITY election with the exception of the logic and accuracy testing notification as described in section 1(b) of this Agreement.
- d. FOR VOTE BY MAIL ELECTIONS: Mail notice of election to every active registered voter for the purpose of notifying voters of the all-mail election.
- e. At all times comply with the laws and regulations regarding the conduct of elections.
- f. Reimburse the COUNTY for all charges for election materials, supplies, equipment and personnel required in direct support of the CITY election and clearly outlined in a detailed, itemized statement of charges within sixty (60) days of submittal to the CITY of a reimbursement request by the COUNTY. The CITY shall establish and maintain a budget covering the payment of all such charges.
- g. Reimburse the RECORDER for the actual additional costs incurred by the RECORDER in the preparation of any lists, electronic data compilations, early voting or Vote by Mail supplies and services under this agreement within sixty (60) days of submittal to the CITY of a reimbursement request by the RECORDER.

III. DURATION OF AGREEMENT

- 1. This Agreement shall be effective as of January 1, 2024 and shall remain in full force and effect for a term of FIVE (5) years from the effective date ("Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for one (1) successive five-year term, unless (i) any party provide one-hundred and twenty (120) days' written notice to the other parties of its intent to not renew at the end of the Initial Term or (ii) this Agreement is terminated as otherwise provided in this Agreement.
- 2. This Agreement can be terminated at any time by any party, with or without cause, upon giving one-hundred and twenty (120) days' written notice to the other parties. Upon termination of this Agreement, all property or equipment used by the parties in the performance of their responsibilities

under this Agreement shall remain the property of the party that purchased the property or equipment.

IV. MISCELLANEOUS PROVISIONS

1. This Agreement may be canceled in accordance with the provisions A.R.S. § 38-511, regarding Conflicts of Interest.
2. The COUNTY, as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, and the RECORDER, engaged in the performance of its mandatory statutory duties, and the CITY, as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, all avow to the other that each has obtained and has in full force and effect a public entity liability policy relating to the faithful performance of duty.
3. The provisions of the Records and Disposition Schedule promulgated by Arizona State Library, Archives and Public Records, Revised October 16, 2018, pertaining to the 3-year record retention by the RECORDER of receipts of fees are applicable to this Agreement.
4. If the parties mutually agree, claims, disputes or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be filed in writing with the other party to this Agreement.
5. All notices or demands upon any party to this Agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Yuma County Elections Department
102 South Main Street
Yuma, Arizona 85364

Yuma County Recorder
102 South Main Street
Yuma, Arizona 85364

City of San Luis
Office of the City Clerk
P.O. Box 1170
San Luis, AZ 85349

6. The CITY is responsible for all liability, damages or expenses involved in defending challenges to the CITY election arising out of the actions of the CITY and its officials, employees and agents.
7. E-verify requirements. To the extent applicable under A.R.S. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all

subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and the non-breaching party may terminate the Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year below written, and is effective upon filing with the Office of the Yuma County Recorder.

CITY OF SAN LUIS

Attest:

JENNY TORRES
Acting City Manager

SONIA CORNELIO
City Clerk

This ___ day_____, 20___.

YUMA COUNTY, ARIZONA

MARTIN PORCHAS
Chairman
Yuma County Board of Supervisors

RICHARD COLWELL
Yuma County Recorder

This ___ day_____, 20___.

This ___ day_____, 20___.

Attest:

IAN McGAUGHEY
Yuma County Clerk of the Board

INTERGOVERNMENTAL AGREEMENT DETERMINATION
BETWEEN
THE COUNTY OF YUMA,
THE YUMA COUNTY RECORDER
AND THE CITY OF SAN LUIS
FOR THE PROVISION OF ELECTION SERVICES
FOR CALENDAR YEARS 2024-2028

Pursuant to Arizona Revised Statutes § 11-952, the foregoing Agreement has been submitted to the Administrator for the CITY OF SAN LUIS Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the CITY OF SAN LUIS.

KAY MARION MACUIL
City of San Luis Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION
BETWEEN
THE COUNTY OF YUMA,
THE YUMA COUNTY RECORDER
AND THE CITY OF SAN LUIS
FOR THE PROVISION OF ELECTION SERVICES
FOR CALENDAR YEARS 2024-2028

Pursuant to Arizona Revised Statutes § 11-952, the foregoing Agreement has been submitted to the undersigned Attorney for the County of Yuma, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Yuma.

JON R. SMITH
Yuma County Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. B.

Meeting Date: 12/13/2023

Department Head: Edgar Esparza, Billing & Collections Manager, Finance Department, Billing & Collections

Submitted By: Edgar Esparza, Billing & Collections Manager, Finance Department, Billing & Collections

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2023-14. An Order of the Mayor and City Council of the City of San Luis, Arizona, accepting a Water Infrastructure Finance Authority (WIFA) Grant; providing matching funds; authorizing the entering into an agreement with WIFA repealing conflicting provisions; and providing for severability. **(Edgar Esparza, Billing and Collections Manager)**

SUMMARY:

Back in June of this year, the City of San Luis was notified that the Water Infrastructure Authority (WIFA) was accepting applications for their Water Conservation Grant Fund (WCGF), which was funded by the American Rescue Plan Act (ARPA) funds.

The Water Conservation Grant Fund aims to promote programs that are expected to result in long-term reductions in water use and improvements in water use efficiency. Also, the grant program requires a 25% match for the conservation program.

On June 28, 2023, the City of San Luis submitted an application for the implementation of the Advanced Metering Infrastructure (AMI) and meter replacement program. Within this program, we will be replacing nearly 5,000 meters that are close to their life cycle, and we will be implementing the AMI network throughout the city. The estimated total cost for the program is \$2,689,420.29.

WIFA received 105 applications for the Water Conservation Grant Program. After three (3) rounds of review, WIFA awarded the amount of \$2,017,065.29 to the City of San Luis. The matching funds for the city to complete this program is \$672,355.08. The matching funds are available in the Water Fund.

In addition to the matching funds requirement, the grant funds must be spent by June 2026.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT ORDER NO. 2023-14.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:

Yes

CITY/STATE/FEDERAL FUNDS:

City

TOTAL: \$672,355.08

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

The City of San Luis will be receiving \$2,017,065.21 from WIFA. However, due to grant requirements, the City will be providing a match fund of \$672,355.08. The water fund has a budget available to cover the expenses in FY 2024. The project will be added to future budget years as needed.

Attachments

Order No. 2023-14



Order

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2023-14

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, ACCEPTING A WATER INFRASTRUCTURE FINANCE AUTHORITY ("WIFA") GRANT; PROVIDING MATCHING FUNDS; AUTHORIZING THE ENTERING INTO AN AGREEMENT WITH WIFA; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

BE IT ORDERED by the Mayor and City Council of the City of San Luis, Arizona;

Section 1: The Advanced Metering Infrastructure ("AMI") meter replacement program is deemed in the best interest of the City of San Luis ("City") and its residents to implement.

Section 2: The Water Infrastructure Finance Authority ("WIFA") Water Conservation Grant Fund ("WCGF") is accepted for \$2,017,065.29 for the purpose of replacing water meters and implementing an Advanced Metering Infrastructure ("AMI") program.

Section 3: Water Fund use for \$672,355.08 is approved for the City to provide matching funds to secure the WCGF accepted in Section 2 above.

Section 4: The WCGF funding shall be used for its intended purpose in Section 2 above and shall be spent on or before June 2026.

Section 5: The agreement with WIFA is approved.

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

Section 7: If any section, subsection, paragraph, sentence clause, phrase, or portion of this Order is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or operation of law by binding legislation, such decision or legislation shall not affect the validity of the remaining portion of this Order.

Section 8: City staff shall do and perform, or cause to be done and performed, all such further acts and shall execute and deliver all documents as may be necessary to carry out the intent and accomplish the purposes of this Order.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of December 2023.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



August 18, 2023

Mr. Edgar Esparza
Billing Manager
City of San Luis
PO Box 3750
San Luis, AZ 85349

Subject: Water Conservation Grant Fund (WCGF) Application

Dear Mr. Esparza,

Congratulations! Your WCGF application has been awarded.

The complete approval package containing agreement, budget copy, and reporting requirements will follow separately.

Grant Program:	Water Conservation Grant Fund (WCGF)
Federal Funding:	American Rescue Plan Act (ARPA)
Federal CFDA:	21.027
Applicant:	City of San Luis, San Luis, AZ
UEI #	R89HW83KSNT8
Project Name:	Advanced Metering Infrastructure (AMI) Implementation Program
Approved Amount:	\$2,017,065.21
Total Match:	\$672,355.08
Board Approval Date:	Aug 16, 2023
Period of Performance:	8/16/2023 – 12/31/2026
Award/Contract Number:	WC22023-00001
WIFA Grant #:	WC2-097-2023



Project Summary:

This conservation program is to replace approximately 5,000 of the current outdated meters with Advance Metering Infrastructure (AMI), a robust form of water metering technology that allows direct transmission of water use data to the billing department.

Sincerely,

Laurie Gehlsen

Laurie Gehlsen
Grants Coordinator
Water Infrastructure Finance Authority of Arizona

AGREEMENT: WC2-097-2023

WATER CONSERVATION GRANT FUND AGREEMENT

BETWEEN

City of San Luis

AND

The Water Infrastructure Finance Authority of Arizona

THIS GRANT AGREEMENT (the “Agreement”) is made effective as of the date of signature of the last signatory hereto (the “Effective Date”), by and between the Water Infrastructure Finance Authority of Arizona (the “Authority”), a body corporate and politic, and City of San Luis (the “Grantee”). The Authority and the Grantee may individually be referred to as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the “Act”) was amended by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), to add section 602, which authorizes the United States Department of Treasury’s (“Treasury”) to make payments from the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”), and

WHEREAS, the funds are purposed for use in responding to the COVID-19 public health emergency and its economic impacts through the categories of eligible uses and activities described in 31 C.F.R. Part 35, Subpart A, including for making necessary investments in water, sewer, and broadband infrastructure, and

WHEREAS, the source of funding for the Award is the ARPA, specifically the SLFRF, with Catalog of Federal Domestic Assistance (“CFDA”) Assistance Listing 21.027 for all activity pursuant to this Agreement, and

WHEREAS, the State of Arizona established the Water Conservation Grant Fund (“WCGF”) under Title 49, Chapter 8, Article 5 of the Arizona Revised Statutes. A.R.S. §§ 49-1331 – 1335, to be administered by the Authority, and

WHEREAS, the Office of the Governor, in fulfilling its duty to administer the Coronavirus State and Local Fiscal Recovery Funds allocated to the State of Arizona, entered into an Interagency Service Agreement (ISA-ARPA-WIFA-070122-01), as amended on November 3, 2023, to provide funding to the Authority through the WCGF to support COVID-19 related activities in accordance with State Fiscal Recovery Fund Expenditure Category 5.8 Clean Water: Water Conservation, and

WHEREAS, the Authority is authorized to issue grants from the WCGF to eligible entities for water conservation programs and projects that are expected to result in: (1) long-term reductions in water use; (2) improvements in water use efficiency; or (3) improvements in water reliability. And

WHEREAS, WCGF grants may be issued for any of the purposes specified in A.R.S. § 49-1332(B), and

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WHEREAS, Grantee meets the Treasury’s definition of a subrecipient and has applied for a grant, pursuant to the Application attached to this Agreement as Exhibit A [*Grant Application*]; and

WHEREAS, by the Board resolution attached to this Agreement as Exhibit B [*Board Resolution*], the Authority has determined Grantee is eligible for financial assistance from the WCGF and has reviewed and approved the Grantee’s Application in accordance with the requirements of A.R.S. §§ 49-1331 – 1335.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the Authority and Grantee agree as follows:

ARTICLE I - Definitions

- 1.1. “Act” means Title VI of the Social Security Act (42 § U.S.C. 801 et seq.), as amended.
- 1.2. “Application” means the Grantee’s application for financial assistance from the Water Conservation Grant Fund, attached to this Agreement as Exhibit A [*Grant Application*] and incorporated herein.
- 1.3. “ARPA” means the American Rescue Plan, Pub. L. No. 117-2 (March 11, 2021), as amended.
- 1.4. “Authority” or “WIFA” means the Water Infrastructure Finance Authority of Arizona
- 1.5. “Authorized Officer” means the Director of the Authority, or any other person or persons designated by the Director to act on behalf of the Authority, with respect to this Agreement.
- 1.6. “Award” means the specific grant amount awarded to Grantee as described in this Agreement.
- 1.7. “Scope of Work” means the program or project described in Exhibit C [*Scope of Work*], attached to this Agreement and incorporated herein.
- 1.8. “SLFRF” means the Coronavirus State and Local Fiscal Recovery Funds.
- 1.9. “Treasury” means the United States Department of Treasury.
- 1.10. Any capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Exhibits.

ARTICLE II - Award

- 2.1. The Award. The Authority hereby agrees to provide the Grantee with an award in the amount of Two million seventeen thousand sixty five dollars and 21/100 (\$ 2,017,065.21) (the “Award”), subject to the terms and conditions set forth in this Agreement and availability of funds. The Authority shall make the Award available to Grantee upon execution of this Agreement by the parties. Subject to the Grantee’s compliance with all terms and conditions of this Agreement, and the continued non-existence of a breach or default, or any event, circumstance, act, or omission which with the giving of notice, the passage of time, or both would constitute a breach, default or give rise to the termination of this Agreement, the Authority agrees to disburse the Award to the Grantee in accordance with the provisions of Article III [*Disbursement and Funding*].
- 2.2. Acceptance of Award. Grantee hereby accepts the Award under the terms and conditions of this Agreement, and agrees to execute and return this Agreement to the Authority within thirty (30)

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calendar days of receipt unless Grantee receives a written waiver of this requirement by the Authority.

- 2.3. **Purpose and Use of Award.** Grantee agrees to undertake and complete the Scope of Work in a timely manner, and to receive and expend the Award in accordance with this Agreement. Grantee agrees to utilize the Award only for the purpose of implementing the Scope of Work. Any expenditure deviating from the Scope of Work shall require the Authority's prior written approval. Supporting documents and attachments from the Application are incorporated herein by reference. If content in the Application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement takes precedence.
- 2.4. **Prior Costs Incurred.** The Award may be used for costs incurred prior to the Effective Date of this Agreement, but may not be used for costs incurred or for which commitment was made before July 6, 2022.
- 2.5. **Time of Performance.** Grantee may use the Award for costs incurred and activities performed between July 6, 2022, and June 30, 2026.
 - 2.5.1. Grantee shall complete the Scope of Work no later than June 30, 2026.
 - 2.5.2. Grantee shall make sufficient progress on the Scope of Work, in good faith and in manner acceptable to the Authority. For purposes of this section, unless otherwise agreed to by the Authority in writing, "sufficient progress" means the Grantee has, at a minimum, complied with all schedules and deadlines listed in the Scope of Work.
 - 2.5.3. Grantee may submit to the Authority a written request to amend a Scope of Work's schedule, which the Authority may, but is not required to approve. The written request shall detail: (1) the nature of the delay(s); (2) the amended schedule dates; and (3) any efforts to be implemented to adhere to the amended schedule.
- 2.6. **Benchmarks.** Failure to adhere to the benchmarks listed below shall constitute a breach of this Agreement and may result in the loss of all or part of the Award. In addition to any schedule or deadline identified in the Scope of Work, Grantee shall, at a minimum, comply with the following benchmarks:
 - 2.6.1. Expend 5% of the Award by December 2, 2024.
 - 2.6.2. Expend 50% of the Award by December 31, 2025.
 - 2.6.3. Expend 75% of the Award by March 31, 2026.
- 2.7. **Term of Agreement.** This Agreement remains in effect until all reporting requirements described in this Agreement have been fulfilled by the Grantee and accepted by the Authority (the "**Term**").
- 2.8. **Grantee Obligations.** This Agreement constitutes the valid and binding obligations of the Grantee, enforceable in accordance with its terms. The obligation and utilization of the Award provided through this Agreement are subject to the proper observation of the Agreement and any requirements incorporated by reference.

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- 2.8.1. Assignments. The Grantee agrees not to transfer, assign, or pledge any right or interest in any payment or advance due pursuant to this Agreement, or any of the other benefits thereof, without the prior written consent of the Authority. Any such assignment made or attempted by the Grantee without the prior written consent of the Authority shall be void and of no effect. No consent by the Authority to an assignment by the Grantee shall release the Grantee as the party primarily obligated and liable under the terms of this Agreement, unless the Authority specifically releases the Grantee in writing.
- 2.8.2. Compliance with Applicable Laws. The Grantee shall perform all activities under this Agreement in accordance with all applicable (whether present or future) laws, ordinances, rules, regulations, requirements and orders of any governmental or administrative authority having or claiming jurisdiction over the Grantee's activities. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
- 2.8.3. Subcontractors. Grantee shall require any subcontracting entities to observe and follow all provisions of this Agreement.
- 2.9. Exhibits. The terms and conditions of this Agreement include the terms and conditions set forth in the Exhibits, which are part of this Agreement.
- 2.10. Fund Availability. Any action by the Parties under this Agreement requiring the expenditure of funds is conditioned upon the availability of funds appropriated, assigned, and allocated for the payment of such obligation. If funds are not appropriated, assigned, allocated, and available or if the appropriation is changed by the legislature or the Governor's Office resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are available. No liability shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 2.11. Notices. All notices required or permitted under this Agreement, including technical correspondence, invoices, and reports from Grantee, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, mailed by registered or certified mail, or emailed to Grantee or the Authority at the following addresses:

WIFA Project Manager
Laurie Gehlsen, Grants Coordinator
Water Infrastructure Finance Authority of Arizona
100 N 7th Ave, Suite 130
Phoenix, AZ 85007
Direct: (480) 647-4462
LGehlsen@azwifa.gov

Grantee Project Manager

Edgar Esparza, Billing & Collections Manager

City of San Luis

1090 E Union Street

San Luis, AZ 85349

(928) 341-8570

eesparza@sanluisaz.gov

Either Party may designate any further or different addresses to which subsequent notices or other communications shall be sent, by notice in writing given to the other Party.

ARTICLE III - Disbursement and Funding

- 3.1. **Reimbursement Basis.** The Authority shall disburse the Award on a reimbursement basis, upon presentation of accurate and complete claims to the Authority. Except as hereinafter provided, disbursements shall be made only:
 - 3.1.1. For reimbursement of expenses incurred in accordance with this Agreement; and
 - 3.1.2. When a request for reimbursement is submitted in substantially the form provided by the Authority and is accompanied by the necessary certifications and documentation as required by the Authority; and
 - 3.1.3. When an Authorized Officer of the Authority has determined that such disbursement is proper.
- 3.2. **Request for Reimbursement.** Grantee shall submit requests for reimbursement to the Authority using forms provided by the Authority on a monthly basis, unless otherwise approved by the Authority in writing. Requests for reimbursement shall be submitted to the Authority no later than the fifteenth (15th) day of each month. The Authority shall not distribute the Award to the Grantee until the Authority has received and processed a request for reimbursement. The Authority shall verify the request and claimed expenses against the reports required in this Agreement. To receive payment, requests for reimbursement for work performed during the term of this Agreement must be submitted no later than June 15, 2026, unless otherwise approved by the Authority in writing. A request for reimbursement must contain:
 - 3.2.1. An itemized accounting of grant expenses incurred;
 - 3.2.2. Receipts, vendor invoices, documentation of in-kind labor, and other documentation of costs incurred;
 - 3.2.3. Certification that: the reimbursement amount requested is a proper cost as evidenced by attached invoices;
 - 3.2.4. Certification that the signatory is duly authorized to submit the reimbursement request; and
 - 3.2.5. Any additional documents or information deemed necessary by the Authority.
- 3.3. **Method of Disbursement.** The Authority may disburse the Award by check, electronic means, warrant, or other transfer medium basis within thirty (30) calendar days of the Authority's receipt

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of the request for reimbursement, subject to funding availability. An Authorized Officer of the Authority shall approve disbursements directly to Grantee and shall provide Grantee with a copy of the approval and the date approved.

- 3.4. **Affirmation of Representations and Warranties.** Each request for reimbursement, disbursement, or the receipt of the Award funds requested by the Grantee, shall constitute Grantee's affirmation that all representations and warranties of the Grantee as described in this Agreement or any Exhibit therein, are true and correct as of the date thereof and throughout the Term of the Agreement, unless the Grantee notifies the Authority to the contrary in writing prior to the request for reimbursement or release of the disbursement.
- 3.5. **Withholding Disbursements.** The Authority may elect in its sole discretion to withhold payment of the Award in whole or in part if Grantee breaches any provision of this Agreement or any Exhibit therein.
- 3.6. **Required Notice.** Grantee shall provide the Authority with immediate written notification:
- 3.6.1. Of any inability to expend the Award in accordance with the Scope of Work; and
- 3.6.2. Prior to any expenditure of the Award deviating from the Scope of Work.
- 3.7. **Inspections – Expenses and Operations.** Subject and pursuant to the provisions of Section 2.2 of the General Terms and Conditions included in Exhibit D, the Authority shall have the option to undertake an inspection of the Grantee's expenses and operations at any time to verify the information included in and with any and/or all requests for reimbursements under this Agreement.

ARTICLE IV - Representations and Warranties

- 4.1. Grantee hereby represents and warrants that it is a: (check appropriate)

- | | |
|---|---|
| ☒ Municipal water delivery system as defined in A.R.S. § 42-5301. | ☐ Natural resource conservation district. |
| ☐ County water augmentation authority established under A.R.S. Title 45, Chapter 11. | ☐ City, town, county, district, commission, authority or other public entity that is organized and that exists under the statutory law of this state or under a voter-approved charter or initiative of Arizona. |
| ☐ County water authority established under A.R.S. Title 45, Chapter 13. | ☐ Nongovernment organization that focuses on water conservation or environmental protection who has partnered with _____, an eligible entity as defined under A.R.S. § 49-1301. <i>If selected, Grantee must submit a completed Partnership Certification with this Agreement.</i> |
| ☐ An Indian Tribe. | |
| ☐ Community facilities district as established by A.R.S. Title 48, Chapter 4. | |
| ☐ Public water system as prescribed in A.R.S. § 49-532. | |

- 4.2. **Conflicts of Interest.** The Parties each represent that, as of the date of execution of this Agreement, they are not aware of any facts or circumstances which would give rise to a cancellation right in

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favor of any Party pursuant to A.R.S. § 38-511. Grantee represents and warrants that there exists no actual or potential conflict of interest between the Grantee's performance under this Agreement and the Grantee's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the Term of this Agreement, or any extension thereof, the Grantee shall immediately notify the Authority in writing.

- 4.3. Adverse Proceedings. Grantee represents and warrants that there are no proceedings pending or, so far as the Grantee knows, threatened, before any court or administrative agency that will materially adversely affect the Grantee's ability to fully perform the Scope of Work. During the Term of this Agreement, should proceedings arise that will materially adversely affect Grantee's ability to fully perform the Scope of Work, the Grantee shall promptly notify the Authority in writing.
- 4.4. Authority to Sign. Grantee represents and warrants that the Grantee and the person signing on behalf of the Grantee have the full power and authority to enter into and execute this Agreement, to legally bind the Grantee and to perform and comply with the terms and conditions set forth herein.
- 4.5. Debarment, Suspension, U.S. Government Restricted Party Lists. Grantee warrants that it is not, and its contractors or subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specifically Designated Nationals and Blocked Parties List, and neither the Grantee nor any contractors or subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- 4.6. Grantee Matching. Pursuant to A.R.S. § 49-1333(B)(4), at least a twenty-five percent (25%) match is required for each water conservation program or project.
 - 4.6.1. Funds provided under one federal program may not be used to meet a non-federal match or cost-share requirements of another federal program. 2 CFR 200.306(b)(5).
 - 4.6.2. As stated in the Treasury's SLFRF Final Rule, Grantees may fund a program or project "with both SLFRF funds and other sources of funding provided that the costs are eligible costs under each source program and are compliant with all other related statutory and regulatory requirements and policies."
 - 4.6.3. Grantee's match requirement under this Agreement is a state requirement; matching is not required by ARPA. Grantee represents and warrants that Grantee has satisfied or will satisfy the state match requirement using permissible funding sources. Grantee's matching contribution may include cash contributions or in-kind contributions. Grantee's matching contribution may not include any monies provided by the Authority.
 - 4.6.4. Failure to adhere to the state matching requirement under A.R.S. § 49-1333(B)(4) shall constitute a breach of this Agreement and may result in the loss of all or part of the Award.
- 4.7. Indemnification. Grantee shall protect, defend, indemnify, and hold harmless the Authority and its board and committees, the State of Arizona, its elected and appointed officials, its agents, commissions, officers, directors, employees, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with this Agreement, Grantee's performance hereunder, Grantee's or Grantee's subcontractor's negligence including active or passive, or strict liability including but not

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limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Grantee, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless of any limitation of coverage by insurance, with the exception of the sole negligence or willful misconduct of the Authority. The provisions of this section shall survive the expiration or termination of this Agreement.

- 4.8. Liability. Failure on the part of the Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Authority by this Agreement or by law shall not make the Authority liable in damages to Grantee or relieve Grantee from fully performing any other obligation required of it under this Agreement; provided, however, that Grantee may have and pursue any and all other remedies provided by law for compelling performance by the Authority of such obligation assumed by or imposed upon the Authority. Neither the Authority nor its board or committees, the State of Arizona, its elected and appointed officials, its agents, commissions, officers, directors, employees, volunteers or affiliates shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.
- 4.9. Permits. Grantee represents and warrants that all permits necessary or required in connection with the award have been or will be obtained, and all fees and bonds required in connection therewith have been or will be paid and/or posted as the circumstances may require.

ARTICLE V – Records and Reports

- 5.1. Financial Records. Grantee shall maintain satisfactory financial accounts, books, records, documents, and other evidence sufficient to properly reflect the amount, receipt, and expenditure of the Award and to comply with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. Records shall be maintained by the Grantee for a period of five years after the Award funds have been expended or returned to Treasury, whichever is later. Failure to maintain proper financial records required under this Agreement as required is cause for termination of this Agreement or withholding of future disbursements.
- 5.2. Reporting Requirements. Grantee shall provide reports of all activities related to this Agreement both as identified in the Agreement and as requested by the Authority. Grantee shall also provide to the Authority any additional written information requested by the Authority in a timely manner and within reasonable deadlines as shall be set by the Authority.
- 5.2.1. All financial reports required under this Agreement shall be prepared in accordance with GAAP standards, and shall be in form and substance satisfactory to the Authority and as may be required by the United States Department of Treasury.
- 5.2.2. If there is any amount of the Award remaining after the Scope of Work is completed, Grantee shall report the remaining balance to the Authority.
- 5.2.3. Grantee shall comply with and abide by the U.S. Department of the Treasury's Project and Expenditure Report User Guide – State and Local Fiscal Recovery Funds, available at <https://home.treasury.gov/system/files/136/Apr-2023-PE-Report-User-Guide.pdf>.
- 5.2.4. Grantee shall provide the following performance metrics required for water-related infrastructure projects:

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- Projected/actual construction start date (month/year);
- Projected/actual initiation of operations date (month/year);
- Location;
- Whether the project prioritizes local hires;
- Whether the project has a Community Benefit Agreement, with a description of any such agreement;
- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund);
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund);
- Median Household Income of service area; and
- Lowest Quintile Income of the service area.

5.2.5. Failure to provide reports required under this Agreement as required is cause for termination of this Agreement or withholding of future disbursements.

5.3. Monthly Reports. Grantee shall report to the Authority on Grantee's expenditure of the Grant and the status of the Scope of Work on the fifteenth (15th) day of each month following the date of this Agreement, and on the fifteenth (15th) day of every month thereafter until Grantee expends the entire Award or completes the Scope of Work, whichever is first. Monthly reports shall be in a form acceptable to the Authority. The Authority may revise the form of the monthly report from time to time. The Authority reserves the right to request additional reports relating to the expenditure of the Award or additional information as needed for ARPA reporting requirements.

5.4. Final Report. Audit. Grantee shall provide a final report (the "**Final Report**") in a form acceptable to the Authority.

5.4.1. The Final Report shall be submitted to the Authority within thirty (30) calendar days of one of the following occurrences: (1) the Award funds have been expended; (2) the Scope of Work has been completed; or (3) the Agreement has otherwise been terminated. Notwithstanding the foregoing, the Final Report shall be submitted to the Authority no later than June 15, 2026.

5.4.2. The Final Report shall contain the information deemed necessary by the Authority.

5.4.3. Following the receipt and approval of the Final Report, the Authority will notify Grantee in writing that the Agreement is administratively closed.

5.4.4. After the project is administratively closed, Grantee shall submit all required audits to the Authority. All audits for fiscal years in which Grantee received Award funds from the Authority must be received, reviewed, and found to be satisfactory by the Authority.

5.4.5. In the event that the Authority determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Grantee shall refund such monies back to the Authority.

ARTICLE VI - Enforcement & Remedies

- 6.1. **Breach.** The Parties agree that all conditions set forth herein are material to this and the occurrence of any of the following events is a Grantee breach under this Agreement:
- 6.1.1. Any certification, statement, representation, or warranty contained in this Agreement or report required under this Agreement, the Application, or any other document related to the award which the Authority determines at any time to be incorrect or misleading in any material respect either on the date when made or on the date when reaffirmed.
 - 6.1.2. The Grantee 's failure to comply with each and every term, covenant, condition, and/or agreement contained in this Agreement.
 - 6.1.3. The Grantee's failure to make sufficient progress on the Scope of Work, in good faith and in manner acceptable to the Authority in accordance with sections 2.5 and 2.6 of this Agreement.
 - 6.1.4. The Grantee's use of the Award proceeds for any purpose other than as authorized under the provisions of this Agreement.
 - 6.1.5. The Grantee fails to comply with any law, ordinance, code, order, rule, or regulation of any governmental or administrative authority having jurisdiction over the Scope of Work within thirty (30) calendar days after notice in writing of such failure to comply has been given to the Grantee from such governmental or administrative authority.
- 6.2. **Notice of Breach. Cure Period.** Upon the occurrence of a breach, the Authority shall issue a written notice of breach, identifying the nature of the breach and providing thirty (30) calendar days (or a lesser or additional time as may be agreed to by the Parties) in which the Grantee shall have an opportunity to cure the breach. Time allowed for cure does not diminish or eliminate Grantee's liability for damages.
- 6.3. **Default.** If Grantee fails to cure a breach within the period specified in the written notice, Grantee is in default of its obligations, and the Authority may exercise any or all of the following remedies:
- 6.3.1. Withhold applicable payment until the default is remedied;
 - 6.3.2. Terminate this Agreement, in whole or in part;
 - 6.3.3. Recapture Award funds provided to Grantee under this Agreement, in whole or in part;
 - 6.3.4. Suspend or de-obligate the Grantee's authority to receive any undisbursed proceeds of the award; and/or;
 - 6.3.5. Proceed at any time, or from time to time, to protect and enforce all rights and remedies available to the Authority, including demanding repayment of Award funds, by suit or other appropriate proceedings, whether for specific performance of any covenant, term, or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law, regulation, or in equity.

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- 6.4. Good Faith. The Parties will attempt in good faith to resolve all disputes, disagreements, or claims relating to this Agreement.
- 6.5. De-obligation. The Authority may de-obligate Award funds under this Agreement upon written notice to Grantee. The Authority may de-obligate and reduce Award funds under the following circumstances:
- 6.5.1. Grantee has completed performance under the Scope of Work without using all of the Award provided by the Authority under this Agreement;
 - 6.5.2. This Agreement expires and all Award funds have not been expended;
 - 6.5.3. Grantee, with the consent of the Authority, cancelled or changed an activity required under the Scope of Work for reasons other than nonperformance;
 - 6.5.4. This Agreement has otherwise been terminated in whole or in part; or
 - 6.5.5. Mutual consent by the Parties.
- 6.6. Disallowed Costs. An expenditure that is reimbursed under this Agreement and that does not comply with this Agreement shall constitute a disallowed cost and be subject to recapture by the Authority and repayment to the Authority. Within fourteen (14) calendar days of the date of the Authority's written notice to Grantee, unless a longer period is approved by the Authority in writing, Grantee shall repay the Authority any portion of the Award paid by the Authority which the Authority has in its sole discretion determined constitutes a disallowed cost.
- 6.7. Repayment. Grantee agrees to repay the Award in whole or in part if the Authority determines that Grantee has failed to use the Award in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. The Authority may specify, in writing, the terms of the repayment or alternative terms in lieu of repayment, however, in no such case shall repayment or alternative terms be accomplished later than one hundred eighty (180) calendar days following the written determination of non-compliance by the Authority. This section does not apply to a Grantee's failure to make sufficient progress on the Scope of Work of this Agreement, provided Grantee made good faith efforts to complete the Scope of Work within the time for performance.
- 6.8. Remedies Cumulative and Concurrent. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity by statute. Every right, power, and remedy given to the Authority shall be concurrent and may be pursued separately, successively, or together against the Grantee, and every right, power, and remedy given the Authority may be exercised from time to time as often as may be deemed expedient by the Authority.
- 6.9. Strict Performance. No delay or omission of the Authority to exercise any right, power, or remedy accruing upon the happening of a Default shall impair any such right, power, or remedy, or shall be construed to be a waiver of any such Default or any acquiescence therein. No delay or omission on the part of the Authority to exercise any option granted to the Authority under this Agreement, in any one or more instances, shall constitute a waiver of any such Default and each such option shall remain continuously in full force and effect.

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- 6.10. Attorneys' Fees and Costs. In the event of Grantee's breach of this Agreement, Grantee agrees to pay any and all costs and expenses, including attorneys' fees, incurred by the Authority in connection with the enforcement of this Agreement. If the Authority terminates this Agreement for cause, any costs incurred shall be the Grantee's responsibility.

ARTICLE VII - Miscellaneous

- 7.1. Amendments and Modifications. This Agreement may be amended by mutual agreement in writing between Grantee and the Authority. Any request to amend this Agreement by Grantee must be in writing and state the amendment request and reason for the request. Grantee shall make requests in a timely manner and in no event less than thirty (30) calendar days before the effective date of the proposed amendment. Any amendment, modification, or extension of this Agreement must be submitted through the Sub-recipient Management Tool (SRM), eCivis, and approved by both Parties.
- 7.2. Insurance. Grantee agrees to comply with the Insurance Requirements set forth in Exhibit D [General Terms and Conditions]. Failure to maintain the required insurance at all times shall constitute a breach of this Agreement that is subject to penalties up to and including suspension of payments and/or termination of this Agreement.
- 7.3. Permits/Licenses/Authorizations. It shall be the Grantee's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the Scope of Work or required to be obtained by the time of completion of the Scope of Work to be eligible for reimbursement funds under this Agreement.
- 7.4. No Implied Duties. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law. This Agreement does not imply Authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
- 7.5. No Obligation of State General Appropriations Funds. Nothing herein shall be construed as obligating state general appropriation funds for payment of any debt or liability or any nature arising hereunder. The parties expressly recognize that payments to be made by the Authority under this Agreement may come from federal funds made available to the Authority for this purpose.
- 7.6. Survival. Those articles, sections, and subsections of this Agreement which by their nature are intended to survive, including, but not limited to, the Grantee's Representations and Warranties and Indemnification, shall survive the completion of the Scope of Work and the expiration or earlier termination of this Agreement.
- 7.7. Time of the Essence. Time is of the essence with regard to each provision of this Agreement as to which time is an element.
- 7.8. Acknowledgment of Funding Source. Unless otherwise agreed upon in writing between the Parties, Grantee agrees that any publications, studies, or reports which are made possible by or derived, in whole or in part, from this Agreement, and any news articles, brochures, seminars, or other promotional materials or media or events through which Grantee publicizes the Scope of Work funded in whole or in part by this Agreement will acknowledge the Authority's support in the following manner: "Funding has been provided by/contributed by the Water Infrastructure Finance Authority of Arizona."

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- 7.9. Entire Agreement. This Agreement and any attached Exhibits shall constitute the entire agreement of the Parties relating to the Award and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral, or written.

Exhibit A	Grant Application
Exhibit B	Board Resolution
Exhibit C	Scope of Work
Exhibit D	General Terms and Conditions
Exhibit E	Federal Provisions
Exhibit F	Affidavit
Exhibit G	Reimbursement Request & Monthly Reporting Form
Exhibit H	Partnership Certification (<i>if applicable</i>)

ARTICLE VIII - Certification & Signatures

The Grantee, City of San Luis, hereby accepts this Agreement according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the Scope of Work complies with all applicable state, local, and federal laws and regulations, and that I am authorized to enter into and sign a binding Agreement with the Authority

By: _____ Date: _____
Signature

Nieves Riedel, City of San Luis Mayor

Print Name and Title

For: City of San Luis Tax ID No.: 860376164
Grantee Name

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

Signature
Chuck Podolak
Printed Name
Director, Water Infrastructure Finance Authority
Title
Date

Signature
Jenny Torres
Printed Name
Acting City Manager
Title
Date



EXHIBIT A

Application

[See attached]

Applications: Advanced Metering Infrastructure (AMI) Implementation Program

Profile

eesparza@sanluisaz.gov

Entity Name:

City of San Luis

I. General Information**1. Title of Project:**

Advanced Metering Infrastructure (AMI) Implementation Program

2.Type of Conservation Activity (A.R.S. § 49-1332(B)):

Programs and projects that reduce water use Per A.R.S. 49-1332(B)(2)

Note: for the purpose of the application, the term project and program will be referred to as “conservation activity”

3. Is this for an individual Water Conservation Project or a general Water Conservation Program?

Water Conservation Program

Please describe the specific components that make it a program.

The City of San Luis (City) Water Utility consists of nearly 8,500 water service connections. However, about 60% of our current water meters are between 10-15 years old. The AMI Program will replace our outdated water meters and endpoint technology. The City understands the need to advance its conservation efforts by moving with Advance Metering Infrastructure (AMI). The specific components of the program include: 1. Replacing existing Automatic Meter Reading (AMR) that is past or nearing its operational lifespan. 2. Adding AMI network 3. City Billing Department interface and training 4. Customer interface, outreach, and support 5. To support the City's efforts to meet or exceed ADWR conservation requirements

4. What is the location of conservation activity?**City**

San Luis

County

Yuma

Program/Project Congressional District (check all that apply)

2

Program/Project Legislative District (check all that apply)

4

Watershed

Colorado River

Active Management Area (if applicable):

N/A

Irrigation Non-Expansion area (if applicable):

N/A

5.Conservation Activity Cost**Amount requested from the WCGF for this activity:**

\$2,017,065.21

Amount of matching funds:

\$672,355.08

Total conservation activity cost:
\$2,689,420.29

When applying for the grant, note that a single water conservation program grant may not exceed \$3,000,000. A single water conservation project grant may not exceed \$250,000. The WCGF requires at least a twenty-five percent match for each water conservation program or project.

6. What is the estimated water savings in acre-feet per year?
509

Explain calculation:

Based on American Water Works Association report titled "Increasing Consumer Benefits & Engagement in AMI-based Conservation Programs" dated January 2022, it states, "We found that signing up for an AMI portal led to an average decrease in daily water usage in the range of 6.3 to 12.1%." Applying this calculation to the City's 2022 water production of 4,204 acre-feet (AF), results to an estimated range of potential water savings between 265 AF/yr. and 509 AF/yr. The City's citizens are actively seeking for efficient water use. With this type of community interest and with deliberate education and outreach, the City anticipates water savings to be on the higher end of the previous mentioned range.

7. What is the expected duration of the conservation activity?

Newly installed meters last between 10 and 15 years. Electronic communication devices can last up to 20 years. As the meters and electronic communication devices reach the end of their life span, they will be replaced with updated technology.

II. Conservation Activity Benefits and Results

8. What is the water conservation activity you propose to fund with grant monies? Describe in detail.

The grant monies will be used to replace our current outdated meters and our current Automatic Meter Reading (AMR) system that is past or nearing its operational lifespan. Our current reading system will be replaced with Advanced Metering Infrastructure (AMI), a robust form of water metering technology that allows direct transmission of water use data, to our billing department.

AMI improves the ability to collect accurate water usage data to improve billing, leak detection, and water resource management. The technology has now reached competencies that allow for communities, with terrain similar to the City's, to participate within more acceptable cost levels. AMI allows real time reads using cellular technology to transmit to the database. With this type of communication, the City's residents can download a cellular application to access their live water usage and reads. The advanced equipment will alert customers and the City of any unusual activity that may occur within their household piping system.

The new transmitting devices would allow leaks to be detected up to 30 days sooner than current equipment permits. The software that accompanies this program would instruct customers where and how to look for leaks and provide other techniques for reducing water loss. Customers will be able to access their water usage on a daily basis and avoid potentially losing thousands of gallons of water per incident. Since this data is available to the homeowner and the City, leak alerts will be transmitted within 6 hours of a high-flow incident, allowing correction of the water loss.

9. What is the source of the water that will be conserved? If it is mainstem Colorado River water or Colorado River water delivered through the Central Arizona Project, please clearly indicate so.

Groundwater from the Yuma Basin and Sub-basin.

10. Describe the community (population size, demographics, principal economic activities, etc.) impacted by the conserved water.

Nestled in the Yuma County, the City of San Luis lies in the southwest corner of the United States' Lower Sonoran Desert on the California-Mexico-Arizona border, near the convergence of the Colorado and Gila rivers. The city was established in 1930 and stands on the U.S. - Mexico border opposite San Luis Rio Colorado, Sonora. As matter of fact, the San Luis Port of Entry is currently going over an expansion that is expected to cost around \$300 million. The expansion consists of doubling the number of vehicle lanes from eight to sixteen, adding four pedestrian lanes, and boost overall technology. Currently, three million cars and two million people cross back and forth a year.

The lowest point in Arizona is located on the Colorado River in San Luis, where it flows out of Arizona and into Sonora. The City of San Luis has an area of 26.5 square miles and a population of 35,500. The population can be spread as follows: 35.6% under the age of 18, 12.8% from 18 to 24, 34.1% from 25 to 44, 13.4% from 45 to 64, and 4% who were 65 years of age or older. As of the census of 2020, the racial makeup of the city was 94.8% Hispanic followed by 3.3% White and 1.2% Black or African American. Out of any of the populated places in the contiguous United States, the City of San Luis is the sunniest, least humid, lowest frequency of precipitation, and has the highest number of days per year with the maximum temperature of 90 Fahrenheit degrees or higher. Summer temperatures reach well above 100 Fahrenheit degrees. Despite the previous mentioned climate, San Luis was named of the fastest growing cities in Arizona. One of the principal economic activities for San Luis is agriculture. The median income for a household in the city was \$43,630.00. However, about 24.3% of the population were below the poverty line.

11. What is the extent to which your water conservation activity achieves one or more of the following (select all that apply):

Long-term reductions in water use, Improvements in water use efficiency

Describe:

The City expects long-term reductions in water use in all existing billing categories (Single Family, Multi-Family, Commercial, Government, Schools, Construction). The City's water use is predominately residential, in 2022, the City served approximately 2,416 acre-feet to this category. With the range estimate referenced in Question 6, The City anticipates between 265 and 509 acre-feet of water savings in the long-term. Due to most of the supplies being served to this category, the City is preparing its outreach plans to help customers achieve possible long-term reductions and improved efficiencies. The City knows that outreach planning is critical to this and other customer sectors to maximize the benefits of an AMI system.

Since the new meters and software system will be able to provide near-real time water usage rates, this increases the likelihood that a leak, in the customer's system, would be identified and mitigated in less than a day. Additionally, the new software will allow customers to view their daily water usage and adjust their usage to fit their needs. With reductions in water use and improvements in water use efficiency, along with faster detection of leaks and water loss, this will in turn set forth improvements in water reliability. The less pumping needed leaves the water supply in storage and extends the supply in the local aquifer/groundwater systems.

12. What is the extent to which your water conservation activity addresses one of more of the following:

Water supply shortages, Reliance on non-renewable water supplies, Groundwater depletion

Describe:

The outcome of this conservation activity will be a long-term demand reduction of our groundwater depletion which will help mitigate water shortages by using less. Our primary source of water is groundwater delivered by Yuma Basin and Sub-basins. With AMI, along with significant outreach and education, customers will have access to a cellular application providing near-real time data to determine their water usage. Also, this smart technology will enable customers and billing department to receive alerts of abnormal activity providing the ability to detect and fix leaks before they become larger. With such an advancement in technology, AMI is expected to result in annual water savings of an estimated 6.3% to 12.1%.

13. How will your water conservation activity align with a local, regional, or statewide water plan or integrated resource management plan?

The City sees AMI as one of the leading efforts to advance the community's conservation and protect the local groundwater supplies. The City is pursuing its General Plan update which includes a water resources element, specifically working to not only produce a plan but have ongoing implementation efforts. The new system encourages the population to reduce their water usage by providing more data for their consideration.

14. What are the costs and benefits of your water conservation activity, including any environmental impacts?

The cost of the AMI system is \$2,689,420.29, which includes the meter cost, installation, commissioning, routine maintenance, and the cost to maintain the program such as internal training, planning, and data extraction. The most significant impact of this program will come in the form of water conservation benefits. Again, research from the American Water Works Association (AWWA) has shown AMI leads to an average daily water savings in the range of 6.3%-12.1% for engaged customers. Additionally, AMI allows for near real-time leak detection. Whereas with the current reading system, leak detection occurs when doing our monthly reads, when there are obvious signs of leaks (water in the street), or when customers noticed irregularly in their monthly bills. The sooner a leak is detected and fixed, the less a customer will be billed for the excess water usage.

The benefit seen in the reduction of water use is projected in multiple ways: 1. Water conservation will not only reduce the amount of water being used which conserves water for future use but also means less water is brought back through the effluent system which requires treatment before discharge. 2. Reduction in treatment cost is comprised through reduced use of electricity, fuel, and chemicals during the treatment process. Energy saving can be made through better understanding of water consumption patterns that allow timing and optimization for pump stations and water tank filling to lower energy price tiers. 3. The overall water infrastructure will benefit from reduced water usage which will extend the lifespan of these systems. 4. The environmental impact is through less pumping of groundwater which is retained in the aquifer. With the recent droughts and water shortages throughout the state, all water saving activities benefit preserving water supplies.

15. How will you measure the effectiveness of the conservation activity?

The effectiveness of the AMI system can be measured directly from the large amount of data that will be collected from the system which will allow data-driven decision making. The data derived from the smart meters will provide direct indication of customer water usage during drought conditions, at different times of the day and year. The evaluation of this data will benefit water conservation strategies by showing direct indicators of water usage. The metric of water saved, after implementation, is the most obvious indicator of program effectiveness but not the only one. Once the AMI system is installed, a Utility Billing customer has the option to download, in electronic format, an application to see their data. The City anticipates that conservation will be gained by allowing a customer to see their monthly water usage. During summer months, there is a spike in irrigation water, which is expensive potable water; the typical customer may be unaware of how much extra water is being used. The customer will also be able to detect leaks quickly, reducing waste, and letting the customer know when corrective actions need to be taken. Providing customers with this tool and information will allow them to gauge their own water usage and make choices that provide the most benefit. The City's Gallons per Capita per Day (GPCD), a measurement of how much water each customer uses each day, is a direct measurement of the City's water conservation efforts. It is projected that GPCD will decrease as customers recognize and try to reduce their usage.

III. Funding Sources

16. If your water conservation activity is eligible for funding from WIFA's Long-Term Water Augmentation Fund or Water Supply Development Fund, does the nature of your conservation activity make funding from those funds impractical, and why?

This conservation activity is not eligible for funding from the Long-Term Augmentation Fund or Water Supply Development Fund. The City is only seeking this grant for implementation of the AMI program.

17. Would the conservation activity be otherwise implemented without this grant funding? Explain.

No. Advanced Metering Infrastructure (AMI) is a significant investment for the City. This grant will help the City implement, in its entirety, the AMI program.

18. To what extent will your water conservation activity maximize or leverage multiple available funding sources, including federal funding?

This conservation activity will leverage committed Capital Improvement Projects (CIP) utility funds. Our CIP is currently using water user's rates and fees for funding. We currently have meters and smart endpoints replacement projects. Our intention with these projects is water conservation as we are updating identified out-of-date meters based on age and overuse, where their performance to accurately read water consumption is declining.

19. Are there cost-sharing opportunities with other applicants or other parties? Explain.

This program does not include any cost-sharing opportunities as the program only affects the customers of the water utility. If other funding opportunities come to light, the City will aggressively pursue those options.

20. What is the source and amount of the match (including in-kind match)?

The source of the match comes from the City's water users' rates and fees. The City is requesting a \$2,689,420.29 grant, with a match of \$672,355.08 or 25%, to implement the Advanced Metering Infrastructure (AMI).

IV. Capacity, Feasibility, & Public Comment

21. What qualifications and capacity do you have for completing your proposed water conservation activity? Include any past managerial deficiencies and provide the name(s) and qualifications of the individual(s) or entities who will be managing this activity.

This program will be completed and managed by Edgar Esparza, Billing and Collections Manager, along with his staff. Our Billing and Collections Division consists of Metering and Field Services staff responsible for installing, servicing, and repairing water meters, and Customer Service and Accounting Specialist Staff, which are responsible for managing customer accounts, consumption, and billing information. Also, assisting with this project, we will have Monica Castro, City's Finance Director, and Manuel Hernandez, the City's Project Manager.

22. Will there be significant management impacts as the result of the proposed conservation activity, or any technology associated with the conservation activity? (For example: additional costs or staffing requirements)

The management impacts will be minimal; the new system will reduce the amount of labor hours employees are currently needing to read water meters each month. Technology will be self-contained. Communication devices installed with the meters will send data through the cell phone system to a central server. The server will evaluate the data using proprietary software and identify the change of state of all readings. Any measurements that are outside of the set parameters will be sent through email to be evaluated by the project management team. The only technology that will require maintenance will be the endpoints associated with the individual meters, which have a 10-year battery life. The software from the vendor will then communicate with the customer portal, providing near real-time data.

23. Will the proposed conservation activity promote collaborative partnerships to address water-related issues? Explain.

The implementation of the AMI system goes seamlessly into the continuous efforts of the City to promote and educate the community on water conservation practices. Partnerships with local organizations that promote water conservation and water quality for the health of the local aquifer are perfect collaborative partners to promote the use of smart meter technology for the benefit of the water system. The City's General Plan provides the overarching goals of strengthening water conservation, water quality, and water supply to the community through development of a long-term water plan. The implementation of the long-term water plan requires collaboration with community stakeholders, the AMI system is one of key components that brings this collaboration together. It is anticipated that outreach efforts will be put in place to bring in many more organizations, groups, and stakeholders.

24. What is the stakeholder involvement in the conservation activity planning process?

The City has been aware of AMI program for quite a few years. But, due to limited budget and other water projects, the AMI implementation has not been a feasible option. However, a comprehensive outreach plan will be implemented to achieve the possible efficiencies the City described in Question 6. The City's plan will include 3 stages and several communication tools to reach various types of customers and stakeholders. The first stage will be to train in-house staff to assist customers with this technology. Secondly, the City will be informing water customers about the AMI user-interface, generating excitement about the use, and how it could save them money. Lastly, the City will publish the registration/sign-up procedures for the user interface.

25. Will the proposed conservation activity include public outreach and opportunities for the public to learn about the conservation activity? Explain.

This conservation program will include public outreach and opportunities for the public to learn about the conservation activity. The City will be utilizing City's website to deliver information on how to save water indoors (kitchen, bathroom, laundry) and outdoors (primarily irrigation). Our website will be one of many forms of communication methods that the City will be using. The City will also be utilizing press releases, local newspapers, multiple social media platforms, advertising in selected publications, email and text notifications, and public events. All of these will be done to continue to develop customer engagement and education protocols based upon industry best practices published by the American Water Works Association (AWWA) and other leading industry experts.

26. Is there community and/or sector support for the conservation activity? Explain.

The City has great support from the community as they are interested in heightened conservation practices in both indoor and outdoor water use.

27. How feasible is it to complete your water conservation activity? Explain.

Successful completion of this activity within the required timeframe is highly feasible. After speaking with the AMI vendor, the fully implementation of the program will take from 6-7 months. During the previous mentioned time frame, an installation of AMI network will be completed, replacement of outdated meters and smart endpoints, and data integration set up for billing. Also, vendor will provide the support and training needed to create a successful program.

28. If the conservation activity is a continuation of ongoing activities, has the activity been shown to be effective? If a new activity, has the proposed project, technology, or technique previously been implemented?

This is a new program the City is undertaking. There has not been a smart meter program in the City previously. However, with the evolution of communication technology, this program will advance the smart city ideals allowing customers and utility staff to work together to find solutions for water loss that continue to challenge the utility system. Also, there have been other cities in Arizona that have had success in the implementation of this program as well as those across the country.

29. Will the proposed conservation activity implement an established Best Management Practice? Explain.

Yes, the proposed conservation activity will implement established Best Management Practice (BMP). We look towards the American Water Works Association (AWWA) and U.S. Environmental Protection Agency (EPA) for these BMP's, especially in terms of customer outreach to drive high engagement. To give a few examples, commercial sites, schools, and multi-family buildings, which have a particular pattern of water consumption. AMI can be an especially useful tool for these customers. AMI can help them understand and manage their water use, help facilities establish an effective water management program, and identify projects and practices that can reduce facility water use. In addition to these BMP's, City of San Luis will develop Standard Operating Procedures (SOPs) for customer outreach, as well the management of the technology in the field, and in the office particularly for data management and data analytics.

Additional Supporting Documentation (pdf, jpg, word, excel)

Certification Form.pdf

Additional Supporting Documentation (pdf, jpg, word, excel)

WCGF Budget Template - AMI Implementation Program.pdf

Additional Supporting Documentation (pdf, jpg, word, excel)

AMI Quote.pdf

Additional Supporting Documentation (pdf, jpg, word, excel)

Additional Supporting Documentation (pdf, jpg, word, excel)

Average Score

of Reviews

0

of Denials

0

Please use the following link to view the Budget

Budget Worksheet

View Budget Worksheet

<https://portal.ecivis.com/#/peerBudget/D92C600B-9B66-4F58-B333-919082BE7C02>

Application Goals

View Application Goals

<https://portal.ecivis.com/#/peerGoals/D78F3E5C-C94D-4F62-98D5-7FA59EE80D21>

Did you include indirect costs in your budget?

No



EXHIBIT B

Board Resolution

[See attached]

Grant Resolution 2024-018 – City of San Luis

Water Infrastructure Finance Authority of Arizona

Section 1: Resolution

WHEREAS, the Water Infrastructure Finance Authority of Arizona (the “*Authority*”) has received from City of San Luis (the “*Local Grantee*”) a request (the “*Grant Application*”) for the Water Conservation Grant Fund (the “*Grant*”); and

WHEREAS, the Authority has determined that the Local Grantee has met the applicable requirements of the American Rescue Plan Act (“ARPA”), and Arizona Revised Statutes §§ 41-2702 et seq. and 49-1331 et. seq.; and

WHEREAS, the terms and conditions under which the Grant will be made and the obligations of the Local Grantee will be set forth in a grant agreement (the “*Grant Agreement*”) to be executed by the Local Grantee and the Authority.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUTHORITY AS FOLLOWS:

The Board approves the Grant Application.

The Director of the Authority is hereby authorized and directed to execute the Grant Agreement with the Local Grantee to evidence a Grant in accordance with all applicable laws, the Grant Application, and the Summary detailed in Section 2 of this Grant Resolution.

The Director and other Authority officials, as appropriate, are authorized and directed to sign any document and take such actions as necessary and appropriate to consummate the transactions contemplated by this Resolution.

This Resolution shall take effect immediately.

Dated: August 16, 2023

By: David Beckham
David Beckham (Aug 17, 2023 07:24 PDT)
Chairman

Attest: 
Director

Grant Resolution 2024-018 – City of San Luis

Water Infrastructure Finance Authority of Arizona

Section 2: Summary

2.1 Grant Number

WC2-097-2023

2.2 Description

This conservation program is to replace approximately 5,000 of the city's current outdated meters with Advance Metering Infrastructure (AMI), a robust form of water metering technology that allows direct transmission of water use data to the billing department.

2.3 Grant Amount Requested

\$2,017,065.21

EXHIBIT C

Scope of Work

Program/Project Title:	Advanced Metering Infrastructure (AMI) Implementation Program
Grant Award:	\$2,017,065.21
Match Amount and Source of Match (Cash and/or In-kind):	<i>(Breakdown the amount of cash and/or in-kind match being provided)</i> \$672,355.08 CASH = \$672,355.08 IN-KIND = \$0.00
Scope of Work:	The City of San Luis will be conducting an Automated Metering Infrastructure (AMI) Implementation Program. Within this program, the City of San Luis will be replacing about 5,000 of our current outdated meters and endpoint technology. In addition to the meter replacement, we will be replacing our current Automatic Meter Reading (AMR) system with an Advanced Meter Infrastructure (AMI) Network that will be installed throughout the City. With the AMI Network, we will have direct transmission of customer's water usage data to our billing department. The first phase of the program will be the implementation of the AMI Network throughout the City. After completing the implementation of the AMI Network, we will continue with the replacement of the meters and endpoints. We are planning to have our outdated meters and endpoints to be replaced at a rate of 350 per month. With the installation of the AMI Network, all of our current iPERL meters will be added to the AMI as soon as the network installation is completed. The rest of the meters will be added to the AMI network immediately after they are replaced. Finally, the vendor will be responsible for providing the required training to the City's Billing and Collections staff to operate the AMI.
Purpose of project/program:	This conservation program is to replace approximately 5,000 of the city's current outdated meters with Advance Metering Infrastructure (AMI), a robust form of water metering technology that allows direct transmission of water use data to the billing department.

Scope of Work Schedule

Estimated grant draws by month for the fiscal period beginning November 2023 and ending June 2026

Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
N/A	N/A	N/A	N/A	\$	\$
Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
\$ 96,050.72	\$ 96,050.72	\$ 96,050.72	\$ 96,050.72	\$ 96,050.72	\$ 96,050.72

Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
\$ 96,050.72	\$ 96,050.72	\$ 96,050.72	\$ 96,050.72	\$ 96,050.72	\$ 96,050.72
Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
\$ 96,050.72	\$ 96,050.72	\$ 96,050.72	\$ 96,050.72	\$ 96,050.72	\$ 96,050.72

Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
\$ 96,050.72	\$ 96,050.72	\$ 96,050.72	\$	\$	\$
Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
\$	\$	\$	\$	\$	\$

Total \$ 2,017,065.21

Note all grants must adhere to the following benchmarks as described in section 2.6.3 of this grant agreement.

- Expend 5% of the Award by December 2, 2024.
- Expend 50% of the Award by December 31, 2025.
- Expend 75% of the Award by March 31, 2026.

Scope of Work Schedule Narrative: Implementation of AMI Network and meter replacement program.

(Describe timelines, expectations of when projects will start/complete, etc.)

The project is expected to start on January 2024. Our expected completion date is September 2025. Our first step of the program will be the implementation of the AMI Network. This implementation should take couple of months. After implementing the AMI Network, we will begin replacing the meters and endpoints at a rate of 350 per month.

EXHIBIT D

General Terms and Conditions

All defined terms used herein that are not otherwise defined or described herein, shall have the meanings ascribed to them in the Agreement attached hereto.

1. Agreement Interpretation.

- 1.1. **Captions and Headings.** The captions and headings contained in this Agreement are included for convenience of reference only and are not intended to limit or enlarge the terms of this Agreement.
- 1.2. **Choice of Law.** The substantive laws of Arizona shall govern the interpretation, validity, performance and enforcement of this Agreement. A tribal government, by executing this Agreement, hereby waives any defense it may have of tribal sovereign immunity for the limited purpose of providing for the enforcement of this Agreement in accordance with its terms.
- 1.3. **Date Calculation.** If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- 1.4. **Implied Agreement Terms.** Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.
- 1.5. **Order of Precedence.** In the event of a conflict in the provisions of the Agreement, as accepted by the Grantee and the Authority, and as they may be amended from time to time, the following shall prevail in the order set forth below:
 - 1.5.1. Federal provisions;
 - 1.5.2. Agreement Amendments;
 - 1.5.3. Agreement; then
 - 1.5.4. General Terms and Conditions.
- 1.6. **Relationship of Parties.** Neither Party to this Agreement shall be deemed to be the employee or agent of the other Party to the Agreement.
- 1.7. **Severability.** If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.
- 1.8. **Third-Party Rights.** Nothing in this Agreement is intended to create any third-party beneficiary rights; and Grantee and the Authority expressly state that this Agreement does not create any third-party rights of enforcement.
- 1.9. **Waivers.** No term or provision hereof will be considered waived by either Party, and no breach is excused or consented to by either Party, unless such waiver or consent is in writing and signed on behalf of the Party against whom the waiver is asserted. No express or implied consent by either Party to, waiver of, or failure of a Party to enforce its rights with respect to a breach by the other Party shall constitute consent to or, waiver of any subsequent or other breach by the other Party. Neither the failure nor the delay of the Authority to exercise any right, power or privilege under this Agreement

shall operate as a waiver thereof or shall any single or partial exercise of any right, power or privilege preclude any further exercise of any other right, power or privilege.

2. Agreement Administration and Operation.

- 2.1. Accounting. Grantee shall maintain for the purposes of this Agreement an accounting system or procedures and practices that conforms to generally accepted accounting procedures.
 - 2.2. Audits and Inspections. The Authority shall have the right of access to records of the Grantee in order to conduct audits or other investigations. Upon request, the Authority's authorized representatives shall be provided with access and shall have the right to examine all documents, financial records, facilities, and activities related to Grantee's performance of this Agreement and to the receipt and expenditure of the Award. Grantee agrees to rectify issues identified in audits within the Authority prescribed time periods. Failure to comply with the request for audit or inspection, or a lack of documentation and records, is cause for termination of this Agreement or withholding of future disbursements.
 - 2.3. Audit Exceptions. If federal or state audit exceptions are made relating to this Agreement, Grantee shall reimburse all costs incurred by the State of Arizona and the Authority associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from the Authority, Grantee shall reimburse the amount of the audit exception and any other related costs directly to the Authority as specified by the Authority in the notification.
 - 2.4. Procurement. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The Authority may review any procurement solicitations that Grantee issues. The Authority's review and comments will not constitute an approval of the solicitation. Regardless of the Authority's review, the Grantee remains bound by all applicable laws, regulations, and Agreement terms. If during its review, the Authority identifies any deficiencies, then the Authority shall communicate those deficiencies to the Grantee within seven (7) business days.
 - 2.5. Retention. Pursuant to A.R.S. § 35-214 and 35-215, Grantee shall retain all records relating to this Agreement for a period of five years from the date of final payment to Grantee or as required by applicable law, whichever is longer.
3. Insurance. Grantee and its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Grantee, its agents, representatives, employees or subcontractors.
- 3.1. The Insurance Requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that arise out of the performance of the work under this Agreement by the Grantee, its agents, representatives, employees or subcontractors, and the Grantee is free to purchase additional insurance.
 - 3.2. Minimum Scope and Limits of Insurance. Grantee shall provide coverage with limits of liability not less than those stated below.

3.2.1. Commercial General Liability (CGL) – Occurrence Form. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$50,000
• Each Occurrence	\$1,000,000

3.2.1.1. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee.

3.2.1.2. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

• Combined Single Limit (CSL)	\$1,000,000
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3.2.2.1. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Grantee involving automobiles owned, hired and/or non- owned by the Grantee.

3.2.2.2. The policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.3. Workers' Compensation and Employers' Liability.

• Workers' Compensation Statutory	
• Employers' Liability	
o Each Accident	\$1,000,000
o Disease – Each Employee	\$1,000,000
o Disease – Policy Limit	\$1,000,000

3.2.3.1. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.3.2. This requirement shall not apply to any entity that is exempt under A.R.S. § 23-901, and when such entity executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

- 3.3. **Additional Insurance Requirements.** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:
- 3.3.1. The Grantee's policies, as applicable, shall stipulate that the insurance afforded the Grantee shall be primary and that any insurance carried by the Authority, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621(E).
- 3.3.2. Insurance provided by the Grantee shall not limit the Grantee's liability assumed under the indemnification provisions of this Agreement.
- 3.4. **Notice of Cancellation.** Applicable to all insurance policies required within the Insurance Requirements of this Agreement, Grantee's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Grantee must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).
- 3.5. **Acceptability of Insurers.** Grantee's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.
- 3.6. **Verification of Coverage.** Contractor shall furnish the Authority with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Grantee has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates. All such certificates of insurance and policy endorsements must be received by the State before work commences. The Authority's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of the Agreement. All certificates required by this Agreement shall be sent directly to the Authority. The State of Arizona project/Agreement number and project description shall be noted on the certificate of insurance. The Authority reserves the right to require complete copies of all insurance policies required by this Agreement at any time.
- 3.7. **Subcontractors.** Grantee's certificate(s) shall include all subcontractors as insureds under its policies or Grantee shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Authority reserves the right to require, at any time throughout the life of this contract, proof from the Grantee that its subcontractors have the required coverage.
- 3.8. **Exceptions.** In the event the Grantee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self- insurance. If the Grantee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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4. Certifications Required by State Law.

- 4.1. If the Grantee is a Company as defined in A.R.S. § 35-393, the Grantee certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. § 35-393 and will refrain from any such boycott for the duration of this Agreement.
- 4.2. The Grantee further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.
- 4.3. Immigration Laws. Grantee certifies and warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges that any contractor or subcontractor who is contracted by Grantee to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A). Any breach of this warranty shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. The Authority retains the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in this paragraph and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection.
- 4.4. Non-Discrimination. Grantee certifies and warrants that it shall comply with the provisions of State Executive Order 2009-9. In performing this Agreement, Grantee shall not, and shall ensure that any and all contractors, subcontractors, employees, agents, volunteers, officers, officials, directors, volunteers, and affiliates, also shall not discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious cred, national origin, physical disability, mental disability, medical condition, age, marital status, or any other basis prohibited under law. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

5. Reversion of Remaining Funds. Upon expiration or termination of this Agreement, Grantee shall transfer to the Authority any unexpended funds provided to Grantee by the Authority under this Agreement.

Acknowledgment

The Grantee, City of San Luis, hereby acknowledges and accepts the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

By: _____
Signature

Date: _____

Nieves Riedel, City of San Luis Mayor

Print Name and Title

City of San Luis
For: _____
Grantee Name

860376164
Tax ID No.: _____

EXHIBIT E

Federal Provisions

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Grantee provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Grantee's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance.

Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. The assurances apply to all federal financial assistance from, or funds made available through the Department of the Treasury, including any assistance that the Grantee may request in the future. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Grantee's program(s) and activity(ies), so long as any portion of the Grantee's program(s) or activity(ies) is federally assisted in the manner prescribed above.

All defined terms used herein that are not otherwise defined or described herein, shall have the meanings ascribed to them in the Agreement attached hereto.

ARTICLE I - ARPA Terms and Conditions

- 1.1. **Accounting.** Grantee shall maintain for the purposes of this Agreement an accounting system or procedures and practices that conforms to Generally Accepted Accounting Principles. As defined by 2 C.F.R. Part 200, Subpart A, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board.
- 1.2. **Use of Funds.** Grantee understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- 1.3. **Capabilities.** Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 1.4. **Reporting.** The Grantee agrees to comply with any reporting obligations established by Treasury as they relate to this award.
- 1.5. **Maintenance of and Access to Records.** Grantee shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 1.6. **Pre-Award Costs.** Pre-award costs are allowable only to the extent permitted in 2 C.F.R. § 200.458. Pursuant to the Treasury's SLFRF FAQ, Section 2.6, the ARPA final rule permits funds to be used to cover costs incurred beginning on March 3, 2021. Pre-award costs shall be allowable subject to the terms and conditions of the Agreement.

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- 1.7. Administrative Costs. Grantee may use funds provided under this award to cover both direct and indirect costs.
- 1.8. Compliance with Applicable Law and Regulations. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, the following:
 - 1.8.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - 1.8.2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - 1.8.3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - 1.8.4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - 1.8.5. Grantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - 1.8.6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - 1.8.7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - 1.8.8. Generally applicable federal environmental laws and regulations.
- 1.9. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - 1.9.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 - 1.9.2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

- 1.9.3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
 - 1.9.4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and
 - 1.9.5. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 1.10. Remedial Actions. In the event of Grantee's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
 - 1.11. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
 - 1.12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Grantee] by the U.S. Department of the Treasury."
 - 1.13. Debts Owed the Federal Government. Any funds paid to Grantee: (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Grantee shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by Grantee. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Grantee knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
 - 1.14. Disclaimer. The United States expressly disclaims all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Grantee does not in any way establish an agency relationship between the United States and Grantee.
 - 1.15. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of

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gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:

- 1.15.1. A member of Congress or a representative of a committee of Congress.
 - 1.15.2. An Inspector General.
 - 1.15.3. The Government Accountability Office.
 - 1.15.4. A Treasury employee responsible for contract or grant oversight or management. An authorized official of the Department of Justice or other law enforcement agency;
 - 1.15.5. A court or grand jury; or
 - 1.15.6. A management official or other employee of Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - 1.15.7. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 1.16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
 - 1.17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

ARTICLE II – Civil Rights Compliance

- 2.1. Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 2.2. Grantee acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and

agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.

- 2.3. Grantee agrees to consider the need for language services for LEP persons when Grantee develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>. OMB Approved No. 1505-0271 Expiration Date: April 30, 2025.
- 2.4. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.
- 2.5. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Grantee and the Grantee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Grantees of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- 2.6. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.
- 2.7. Grantee shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Grantee shall comply with information requests, on-site compliance reviews and reporting requirements.
- 2.8. Grantee shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Grantee also must inform the Department of the Treasury if Grantee has received no complaints under Title VI.
- 2.9. Grantee must provide documentation of an administrative agency or court's findings of non-

compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other OMB Approved No. 1505-0271 Expiration Date: April 30, 2025, agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.

- 2.10. If the Grantee makes sub-awards to other agencies or other entities, the Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law. Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Grantee's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Grantee is in compliance with the aforementioned nondiscrimination requirements.

ARTICLE III - Conflicts of Interest Acknowledgment

- 3.1. **Conflicts of Interest.** Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity (program or project) funded under this award. Grantee must disclose in writing to the Authority, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
 - 3.1.1. The Grantee must maintain standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
 - 3.1.2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 3.1.3. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. However, Grantees may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

ARTICLE IV - Debarment and SAM.GOV Certification

- 4.1. The Grantee certifies that, neither the Grantee nor any owner, partner, director, officer, or principal of the Grantee, nor any person in a position with management responsibility or responsibility for the administration of federal funds:
 - 4.1.1. Is presently debarred, suspended, proposed for debarment, and declared ineligible or

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voluntarily excluded from covered transactions by any federal or state department/agency;

- 4.1.2. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 4.1.3. Is 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 (b) above; or
- 4.1.4. Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 4.2. The Grantee is "Actively" registered with SAMS (Service for Award Management) and has been assigned the following UEI Number: R89HW83KSNT8 found at www.sam.gov.
Include date SAM.GOV registration begins and ends
Initial Registration Date: Mar 14, 2013. Activation Date: Mar 21, 2023. Submission Date: Feb 27, 2023
- 4.3. The Grantee further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

ARTICLE V - Lobbying Certificate Disclosure

- 5.1. For each bid, request for reimbursement, or offer, that exceeds \$100,000, the Grantee certifies, to the best of his or her knowledge and belief, that:
- 5.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an 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.
- 5.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 5.1.3. The Grantee shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 5.2. This certification is a material representation of the 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 this transaction imposed by 31 CFR Part 21.

ARTICLE VI - Audit Statement

- 6.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. [Subpart F – Audit Requirements](#) of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- 6.2. If Grantee expends more than seven hundred and fifty thousand dollars (\$750,000) in federal awards during a fiscal year, Grantee will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and Grantee must:
 - 6.2.1. Provide a copy of Grantee's single audit in the eCivis file reporting area; and
 - 6.2.2. Upload a copy of Grantee's alternative audit or financial budget audit in the eCivis file reporting area.

ARTICLE VII – Non-supplanting Certification

- 7.1. Supplanting. Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If the Authority has reason to believe supplanting has or will occur, the Grantee shall supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- 7.2. Certification. By signing this Agreement, the Grantee certifies that any funds awarded under this Agreement shall be used to supplement existing funds for activities contemplated under this Agreement and will not supplant or replace nonfederal funds that have been appropriated for the purposes and goals of the Agreement.
- 7.3. Penalties. The Grantee understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds awarded under the Agreement, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

ARTICLE VIII – Miscellaneous

- 8.1. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Grantee shall take affirmative steps to solicit and include small, minority, and women owned businesses, when possible, in an effort to encourage participation and fair competition in providing supplies/services described in this solicitation. As set forth in 2 C.F.R. § 200.321(b)(1)-(5), such affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum



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participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. If subcontracts are to be let, Grantee shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as required by 2 C.F.R. § 200.321.

ARTICLE IX - Acknowledgment

The Grantee, City of San Luis, hereby acknowledges and accepts the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

By: _____
Signature

Date: _____

Nieves Riedel, City of San Luis Mayor

Print Name and Title

For: City of San Luis
Grantee Name

Tax ID No.: 860376164

EXHIBIT F
Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] City of San Luis Mayor and the duly authorized representative of the Grantee and that I possess the legal authority to make this Affidavit on behalf of myself and the Grantee for which I am acting.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has been convicted of, or has had probation before judgment imposed, or has pleaded nolo contendere to a charge or bribery, attempted bribery, or conspiracy to bribe in violation of Arizona law, or the law of any other state, or federal law, except as follows *[indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Grantee]:*

AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has:

1. Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
2. Been convicted of any criminal violation of a state or federal antitrust statute.
3. Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961, et seq., or the Mail Fraud Act, 18 U.S.C. § 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract.

Water Conservation Grant Fund

4. Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), or (3) above.
5. Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
6. Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts, or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows *[list each debarment or suspension, providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Grantee, and the status of any debarment]*:

AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows *[indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Grantee, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]*:

SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, has knowingly entered into a contract with a public body under which a person debarred or suspended will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, have in any way:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the award that is being entered into with the Authority.
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Grantee or of any competitor, or otherwise take any action in restraint of free competitive bidding in connection with the award that is being entered into with the Authority.
3. Colluded with anyone to obtain information concerning the award that would give the Grantee an unfair advantage over others.

ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Authority and may be distributed to units of the State of Arizona and the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Arizona, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this application for an award shall be construed to supersede, amend, modify, or waive the exercise of any statutory right or remedy conferred by the Constitution and the laws of Arizona with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the Grantee with respect to this Affidavit, the award, and other Affidavits comprising part of this Agreement.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF ARIZONA, THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____

By: _____

Name: Nieves Riedel

Title: City of San Luis Mayor

(Authorized Representative and Affiant)

EXHIBIT G

Reimbursement Request & Monthly Reporting Form

This Reimbursement Request & Monthly Reporting Form is included as an example of the type of report Grantee should expect to submit on a monthly basis. The Authority reserves the right to request additional information and to modify this form.

Grantee Information (Subrecipient)			
Organization	City of San Luis	Grant No.	WC2-097-2023
Contact Person	Edgar Esparza	Contact Title	Billing and Collections Manager
Physical Address	1090 E Union Street	City, State, Zip	San Luis, AZ 85349
Phone Number	(928) 341-8570	Email	eesparza@sanluisaz.gov
Sam.Gov UEI #	R89HW83KSNT8		
Organization Internal Account Number:			
Median Household Income of service area			
Lowest Quintile Income of the service area			
Project/Program Information			
Grant Amount	\$2,017,065.21		
Match Amount	\$672,355.08		
Total Project Cost	\$2,689,420.29		
Since the previous disbursement request have total project/program cost estimates changed by 5% or more due to a Change Order or other project/program event? If Yes, explain	☐ Yes ☐ No		
Projected/actual construction start date (month/year)	\$2,689,420.29		
Projected/actual initiation of operations date (month/year)			
Project/Program Location (address, City, and zipcode)			
Does the project/program prioritize local hires?	☐ Yes ☐ No		
Does the project/program have a Community Benefit Agreement? If yes include a description of any such agreement	☐ Yes ☐ No		
Is this project aligned with another federal award? If yes, provide the federal award information and the PWS # for drinking water projects or the NPDES # for clean water projects	☐ Yes ☐ No		
	Federal Grant: PWS: NPDES:		
Award Information (Subaward) – One per vendor			
Obligated Amount/Contract Amount			
Date Obligated/Contract Executed Date			
Vendor Name			
Vendor Physical Address			
Vendor City, State, Zip			
Vendor Sam.Gov UEI #			
Vendor Debarment Statement Y or N			
Expenditure during this reporting period (attach invoices for payment)			
Remaining contract amount			

All procurement documentation of Award expenditures has been maintained and can be produced upon request?	☐ Yes ☐ No	
Invoices, Receipts, and other Payment Tracking – One per receipt / invoice / request for funds		
List of each contractor, subcontractor, or vendor that provided supplies, equipment, construction, or other goods or services included in this disbursement request.		
List of each invoice number and invoice date		
The amount being requested from grant proceeds		
The amount the grantee will provide as part of the 25% match requirement and the source of the match		
The total invoice amount (the amount requested, plus the match amount must equal the total invoice amount)		
Performance Measures & Outcomes		
Have you started the program/project?	☐ Yes ☐ No	
If you answered Yes, what date did program/project start?		
Is the program/project 25% complete?	☐ Yes ☐ No	
Is the program/project 50% complete?	☐ Yes ☐ No	
Is the program/project 75% complete?	☐ Yes ☐ No	
Is the program/project on schedule to complete the Scope of Work as described in the grant agreement? <i>If no, please note an amended Scope of Work Schedule must be submitted</i>	☐ Yes ☐ No	
Actual water savings in acre-feet associated with this grant award (as available)		
Projected water savings in acre- feet associated with this grant award (if changed from original application)		
Most recent reported system deliveries:		
Narrative – Description of how the funds were used and what was accomplished.		

To receive reimbursement:

- **Grantee must attach invoices for costs incurred;**
- **Vendors must be registered through SAM.GOV and have an active Unique Entity Identifier (UEI) Number.**

Grantee Representative Signature

Printed Name			
Title			
Signature		Date	



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. C.

Meeting Date: 12/13/2023

Department Head: Roula Encinas, Finance Operations Manager, Finance Department

Submitted By: Roula Encinas, Finance Operations Manager, Finance Department

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2023-15. An Order of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an Intergovernmental Agreement with the Arizona Department of Revenue regarding the unified tax administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax and rental occupancy taxes imposed by the State, cities or towns. **(Roula Encinas, Finance Operations Manager)**

SUMMARY:

This intergovernmental agreement (IGA) was negotiated with the Department of Revenue (DOR) by a consortium of city/town representatives and the League of Arizona Cities and Towns. Additionally, several attorneys and tax experts from many cities and towns reviewed and commented on the language during the process, resulting in a document that provides the maximum level of information and assurances for the cities possible.

Local Transaction Privilege Tax (TPT) administration is governed by A.R.S. § 42-6001. This statute requires the Arizona Department of Revenue (DOR) to administer the transaction privilege and use taxes imposed by all cities and towns and to enter into an inter-governmental agreement (IGA) with each city and town to clearly define the working relationship between DOR and Arizona cities and towns.

The IGA covers all aspects of local tax administration. First and foremost, the IGA addresses confidentiality, including the authorized handling of confidential taxpayer information, expectations for the discreet use of taxpayer data to prevent unauthorized disclosure, and the process to follow in the event of a disclosure. There is also guidance on the use of aggregated taxpayer data for public reporting and analysis.

The IGA includes clear direction regarding the sharing of general taxpayer license information, legal interpretations and written guidance, rate, and fee tables, and any other pertinent tax information that needs to be shared between the cities and towns and DOR.

Importantly, the IGA identifies exactly which license and tax return data fields must be provided by DOR and identifies in detail the reports DOR provides to all cities.

The IGA formalizes the process for audit request assignment and performance. Key factors include a commitment to audit for all jurisdictions whenever an audit is being done; a process for cities/towns without auditors to request an audit be performed by the DOR, the continued authority for any city or

town to perform an audit of a taxpayer that is engaged in business only in their town; the general guidance that DOR will lead all multi-jurisdictional audits coupled with the option for DOR to delegate actual audit performance to a city or town when circumstances indicate it would be the most efficient means of completing the audit. Section 16 allows the city to fund additional auditors.

The IGA also provides guidance for handling voluntary disclosure by taxpayers, closing agreements in lieu of litigation, and sets up the responsibilities and authorities of both parties in terms of code or statute interpretations and legal support for protests.

The IGA provides for a formal review process to resolve disputes or handle complex issues that arise through the "State & Municipal Audit Resolution Team" or SMART, made up of four city and four DOR tax experts who will work together to iron out any problems or conflicts between the cities and the State.

The term of this IGA runs on a calendar year basis with a provision for automatic annual renewal, with reauthorization by the Council and the DOR only being required following the year the DOR is subject to sunset review. Finally, either party has the right each year to reopen and renegotiate the terms according to provisions within the agreement. (Please see Section 30 for details).

RECOMMENDATION:

Staff recommends the approval of this intergovernmental agreement with the Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax and rental occupancy taxes imposed by the State, cities or towns.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT ORDER NO. 2023-15.

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):

This agreement will not result in any budgetary impact.

Attachments

Order 2023-15 & 2023 DOR Municipal TPT Admin IGA



Order

No. 2023-15

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF REVENUE REGARDING THE UNIFORM ADMINISTRATION, LICENSING, COLLECTION, AND AUDITING OF TRANSACTION PRIVILEGE TAX, USE TAX, SEVERANCE TAX, JET FUEL EXCISE AND USE TAX AND RENTAL OCCUPANCY TAXES IMPOSED BY THE STATE OR CITIES OR TOWNS.

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

Section 1. It is deemed in the best interest of City of San Luis and its residents that the city enter into an Intergovernmental Agreement with the Arizona Department of Revenue for the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax and rental occupancy taxes imposed by the State or cities or towns.

Section 2. A true copy of said Intergovernmental Agreement is incorporated herein as though fully set forth again in full.

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

Section 4. The various city officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this order.

Section 5. The San Luis City Clerk and her designee are authorized and directed to maintain this Intergovernmental Agreement in the official files of the City Clerk and to deliver it to the Arizona Department of Revenue.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona this _____ day of December 2023

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ARIZONA DEPARTMENT OF REVENUE AND
THE CITY/TOWN OF SAN LUIS, ARIZONA**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this 13 day of December, 2023, by and between the Arizona Department of Revenue (“Department”) and the City/Town of San Luis, Arizona, an Arizona municipal corporation (“City/Town”). This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and City/Town regarding the administration, collection, audit, and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes, and rental occupancy taxes (collectively referred to as “Taxes”) imposed by the State, City/Town, and other Arizona municipalities.

RECITALS

WHEREAS, A.R.S. Title 11, Chapter 7, Article 3 (A.R.S. § 11-952 *et seq.*) authorizes two (2) or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 *et seq.* was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any Arizona municipality and that the Department and each municipality shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit, and licensing of transaction privilege and affiliated excise taxes imposed by the State and Arizona municipalities.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution, or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this Agreement as follows:

1. Definitions

1.1 A.R.S. means the Arizona Revised Statutes.

1.2 Adoption of an Ordinance means final approval by majority vote of the City/Town council.

- 1.3 Ambassador Program** means the Department’s provided structure and support of curriculum related to tax administration and compliance education.
- 1.4 Arizona Management System** means the State’s professional, results-driven management system that focuses on customer value and vital mission outcomes for citizens. The system is based on principles of Lean, a proven people-centered approach that has delivered effective results in both public and private sectors. Lean focuses on customer value, continuous improvement and engaged employees to improve productivity, quality, and service.
- 1.5 Audit** means an examination and verification of accounts and records to determine taxpayer compliance with A.R.S. Title 42 and the Model City Tax Code, or any other assessment issued pursuant to A.R.S. § 42-1108.
- 1.6 City Services** means the Department’s team or successor unit thereof that assists Arizona municipalities with administrative functions and all other activities related to transaction privilege tax licensing, collection, and compliance of any kind. In this Agreement, all references to electronic communications with City Services shall be directed to the team’s address at citiesunit@azdor.gov.
- 1.7 Closing Agreement** means an agreement to settle a tax liability pursuant to A.R.S. § 42-1113.
- 1.8 Collection** means activities to collect established liabilities for transaction privilege taxes, fees, and related penalties and interest that are due and owing.
- 1.9 Confidentiality Standards** means the standards set forth in A.R.S. § 42-2001 *et seq.*, Model City Tax Code § 510, Appendix A of this Agreement, and such other written standards mutually agreed to by the Department and City/Town, and which will be incorporated into Appendix A of this Agreement.
- 1.10 Development Fees** has the same meaning prescribed in A.R.S. § 42-5075(B).
- 1.11 Desk Review** means any assessment issued pursuant to A.R.S. § 42-1109(B).
- 1.12 Federal Tax Information (“FTI”)** means Federal income tax returns or return information the Department receives from the Internal Revenue Service, including any information created by the Department derived from that information. Documents obtained from a taxpayer or State income tax returns are not considered Federal Tax Information. The scope of this Agreement does not permit the Department to share FTI with any Arizona municipality.
- 1.13 Independent Contractor** means any individual or entity with which City/Town may enter into an agreement to perform transaction privilege tax administration, collection, audit, licensing, and any other related duties described in this Agreement or A.R.S. § 42-6001 *et seq.*
- 1.14 Model City Tax Code** means the document defined in A.R.S. § 42-6051.

- 1.15 Municipal Tax or Municipal Taxes** means collectively the transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax imposed by City/Town in accordance with the Model City Tax Code and similar taxes imposed by City/Town pursuant to a City/Town code section outside the Model City Tax Code that are collected via the standard transaction privilege tax return. Unless the context provides otherwise, this definition includes municipal privilege tax, municipal privilege tax license fees, and all related penalties, interest and other similar charges collected by the Department on behalf of an Arizona municipality.
- 1.16 Options Chart** means any chart contained in a section of the Model City Tax Code which identifies the various approved standard Options adopted by an Arizona municipality.
- 1.17 Primary Point of Contact (“PPOC”)** means a designated City/Town representative with the primary responsibility for communicating with the Department and their respective staff on any matters described within this Agreement. The PPOC must be an individual qualified to receive Tax Information under Section 2.1 of this Agreement and be included on the Master Authorization List referenced in Section 2.3 of this Agreement.
- 1.18 Profile** means a dedicated section of the Model City Tax Code that provides specific information for each Arizona municipality, including contact information, applicable tax rates, and amendments and provisions unique to City/Town.
- 1.19 Standard Audit Life Cycle Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities from the assignment of audits through final resolution consistent with this Agreement and the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Audit Life Cycle Process Map shall be referred to SMART for resolution.
- 1.20 Standard Authorization List Update Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to keep an updated list of current employees and contractors who are authorized to receive Tax Information consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Authorization List Update Process Map shall be referred to SMART for resolution.
- 1.21 Standard Inter-Jurisdictional Transfer Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to document and authorize the transfer of erroneously reported or

allocated tax from one (1) municipality to another based upon a municipality's request or during the audit process consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Inter-Jurisdictional Transfer Process Map shall be referred to SMART for resolution.

- 1.22 State** means the State of Arizona.
- 1.23 State & Municipal Audit Resolution Team (“SMART”)** means an advisory committee responsible for resolving issues as set forth in Section 15 of this Agreement.
- 1.24 State Tax or State Taxes** means transaction privilege tax and affiliated excise taxes, including use tax, severance tax, and jet fuel excise and use taxes imposed by the State of Arizona or its counties.
- 1.25 Tax Information** means information deemed confidential taxpayer information protected from disclosure pursuant to A.R.S. § 42-2001 *et seq.* or Model City Tax Code § 510 concerning the business financial affairs or operations of a taxpayer as it relates to Municipal Taxes or State Taxes. Tax Information includes all financial information related to transaction privilege taxes obtained from any source related to an individual taxpayer and all such aggregate financial information related to any group of identified or identifiable taxpayers.
- (a) Examples of Tax Information include without limitation:
- (1) Any information provided by the Department to City/Town derived from any source including tax returns, reports, tax license applications, and the New License Report or License Update Report; and
 - (2) Any information received by, recorded by, prepared by, furnished to, or collected by the Department or City/Town with respect to a transaction privilege tax return or the termination or possible existence of liability of any person for any transaction privilege tax and related penalty or interest, such as the taxpayer's identity; the nature, source, or amount of the taxpayer's income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, taxes withheld, deficiencies, over-assessments, or tax payments; or whether the taxpayer's account was, is being, or will be examined or subject to audit, desk review, investigation, collection, or processing.
- (b) Taxpayer identifying information obtained by City/Town from any source not identified in Section 1.25(a) of this Agreement is not Tax Information for purposes of this Agreement.

- 1.26 Voluntary Disclosure Agreement** means a document used in a voluntary disclosure program designed for eligible taxpayers with exposure for tax liability and/or civil penalties arising from a failure to report and/or pay all Taxes due which allows the taxpayer to come into voluntary compliance.

2. Authorized Access Lists

- 2.1 Statutory Authority:** The disclosure of information relating to State Taxes and Municipal Taxes is governed by A.R.S. § 42-2001 *et seq.*, and, for reporting periods prior to January 1, 2015, by Model City Tax Code § 510.
- 2.2 Qualified Recipients of Information:** The Department and City/Town shall only disclose Tax Information related to State Tax and Municipal Tax pursuant to this Agreement to individuals authorized by law as described in Section 2.1 of this Agreement, including those authorized persons listed on the Authorized Access Lists provided by the Department and Arizona municipalities. Questions related to a listed Department recipient may be directed to City Services at citiesunit@azdor.gov. Questions related to a listed Arizona municipal recipient may be directed to the PPOC of the pertinent Arizona municipality.
- 2.3 Department's Authorized Access List:** Pursuant to Section 2.4(c) of this Agreement, the Department shall maintain, update, and provide a current statewide Master Authorization List of names, job titles, and contact information of the Department staff and Arizona municipal representatives who are authorized by law as described in Section 2.1 of this Agreement to receive State Tax and Municipal Tax information from the Department or Arizona municipalities, as defined in the Standard Authorization List Update Process Map. Updates shall be provided on not less than a monthly basis. The Department shall promptly notify Arizona municipalities of any individual whose authorization to receive State Tax and Municipal Tax information has been revoked for any reason.
- 2.4 City/Town's Authorized Access List:** City/Town shall maintain, update, and provide a current Authorized Access List of names, job titles, and contact information for all persons acting on behalf of City/Town authorized by law as described in Section 2.1 of this Agreement to receive State Tax and Municipal Tax information as defined in the Standard Authorization List Update Process Map.
- (a) City/Town shall indicate one PPOC on the Authorized Access List to resolve any administrative issues with the Authorized Access List. At its discretion, City/Town may also indicate an additional individual as a back-up or alternate PPOC.
 - (b) City/Town shall ensure all personnel on the Authorized Access List meet the requirements indicated in the Confidentiality Standards (Appendix A) including completing all required confidentiality training certification and recertification as required from time to time, within the time required by the Department.

- (c) Upon execution of this Agreement and on the first day of each calendar quarter thereafter, City/Town shall email to City Services at citiesunit@azdor.gov a current Authorized Access List of its staff and representatives authorized to receive State Tax and Municipal Tax information from the Department and Arizona municipalities, including additions and deletions, changes in job titles, and contact information. City/Town's PPOC shall promptly notify the Department of any person whose authorization to receive State Tax and Municipal Tax information is revoked for any reason.
- (d) The Department shall review City/Town's Authorized Access List. If the Department finds that any person on the list has not completed the required confidentiality training in a timely manner or does not meet the Confidentiality Standards in Appendix A of this Agreement, the Department shall notify the City/Town PPOC to resolve the issue. The Department shall not include that person on the Master Authorization List until the issues have been resolved to the satisfaction of the Department.

2.5 Independent Contractors:

- (a) City/Town may at times choose to enter into a contract with an Independent Contractor to perform the transaction privilege tax administration, collection, audit, desk review, licensing, and other duties described in this Agreement or A.R.S. § 42-6001 *et seq.*
- (b) In accordance with A.R.S. §§ 42-1004 and 42-6002, no contract with an Independent Contractor may be entered into on a contingency fee basis for the performance of any transaction privilege tax related functions, including but not limited to license inspections, audits, desk reviews, or collections.
- (c) Within ten (10) business days of ratification of this Agreement, or subsequent execution of such a contract between City/Town and an Independent Contractor, City/Town shall provide a copy of each such contract to the City Services electronically at citiesunit@azdor.gov.
- (d) City/Town shall notify the Department of the expiration, termination, or amendment of any agreement with such Independent Contractors within ten (10) business days of such event.
- (e) In this Agreement it is presumed that any reference to a municipal employee such as a license inspector, auditor, desk reviewer, collector, supervisor, etc., also refers to an Independent Contractor performing that function on behalf of the Department or City/Town.
- (f) An Independent Contractor is subject to all training requirements, authorization limitations, and other privileges and restrictions incorporated into this Agreement or provided in statute in the same form and manner as

such conditions apply to an employee performing the same function on behalf of the Department or City/Town.

- (g) When an Independent Contractor issues any correspondence to a taxpayer on behalf of the Department or City/Town, the Independent Contractor shall expressly identify all of the following on such correspondence: the Independent Contractor's name; the name of the Independent Contractor's firm, if applicable; the Independent Contractor's status as a license inspector, auditor, desk reviewer, or collector acting on behalf of the Department or City/Town; the Independent Contractor's mailing address, telephone number, and e-mail address; and the telephone number and e-mail address of a specific person who is an employee of the Department or City/Town capable of responding to the issues raised in the correspondence for the Department or City/Town.
- (h) The Department and/or City/Town may pursue any remedy authorized by this Agreement or by statute for a violation of this Section by an Independent Contractor.

2.6 Sharing of Authorized Access Lists: The Department shall share the Department's Authorized Access List and the Authorized Access Lists for all Arizona municipalities provided to the Department on the Core SFTP site. The Department shall update the lists on a monthly basis with information provided by each Arizona municipality, or as needed to immediately remove any person whose authorized access has been revoked by the Department or an Arizona municipality.

3. Disclosure of Information by City/Town to the Department or Another Arizona Municipality

3.1 Disclosure and Use of Municipal Tax Information: Any Tax Information released by City/Town to the Department or another Arizona municipality may only be used by persons authorized to receive such Tax Information for tax administration and collection purposes and may not be disclosed to the public in any manner that does not comply with A.R.S. § 42-2003, and/or Model City Tax Code § 510 for reporting periods prior to January 1, 2015. All Tax Information shall be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).

3.2 Municipal Ordinances: City/Town shall provide the Department with a copy of its Municipal Tax Code or any City/Town ordinances imposing the taxes to be collected hereunder within ten (10) calendar days of a request for such information from the Department. This information shall be sent to City Services electronically at citiesunit@azdor.gov.

- (a) Tax Code Changes: City/Town shall provide notice to the Department of any tax code change with a copy of any ordinance adopted by City/Town that imposes or modifies the Municipal Taxes or municipal privilege tax

license fees to be collected hereunder within ten (10) calendar days of adoption of the ordinance. This information shall be sent to City Services electronically at citiesunit@azdor.gov.

- (1) City/Town agrees that any ordinance that changes a tax rate, Option selection, or includes the addition or removal of a unique Model City Tax Code exception shall take effect on the first day of the month that is at least sixty (60) calendar days after the City/Town council adopts the change. City/Town and the Department recognize there may be occasions when the City/Town council establishes an effective date less than sixty (60) calendar days after adoption. If City/Town chooses to propose an ordinance with an effective date that is less than sixty (60) calendar days after adoption, City/Town shall notify the Department as soon as possible after that choice is made.
 - (2) The Department shall incorporate all ordinance changes into the official copy of the Model City Tax Code within ten (10) calendar days of receipt of notice from City/Town. The copy provided to the Department may be an electronic copy but shall reflect the identical language contained in the version adopted by the City/Town and shall contain the required signatures indicating council approval.
 - (3) The Department shall notify City/Town when the tax code change has been incorporated and City/Town is responsible for confirming the change has been correctly entered in the official copy of the Model City Tax Code.
 - (4) Pursuant to A.R.S. § 42-6052, if City/Town fails to notify the Department of a tax code change within ten (10) calendar days after City/Town council approval, the ordinance shall be considered null and void. All tax code changes described in this Section shall have no effect until reflected in the official copy of the Model City Tax Code.
- (b) Annexation Ordinances: Within fifteen (15) calendar days following the adoption of an annexation ordinance, one (1) copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov and City Services at citiesunit@azdor.gov. City/Town may provide the Department with a list of businesses subject to Municipal Taxes known to be located in the annexed area.
- (c) Review of the Model City Tax Code: City/Town shall be responsible for reviewing the information contained on its Profile, the Options Charts, tax rates for City/Town, and other information specific to City/Town contained in the official copy of the Model City Tax Code and ensuring it is correct.

City/Town affirms that it has an ongoing obligation to notify City Services of any changes needed to such information at citiesunit@azdor.gov.

- 3.3 Development Fees:** Upon request by the Department to City/Town's PPOC, City/Town shall provide to the Department any information regarding Development Fees imposed by City/Town under A.R.S. § 9-463.05 to assist the Department with the auditing of taxpayers and the ordinary billing and collection of taxes.
- 3.4 Prior Audits:** Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits conducted prior to January 1, 2015.
- 3.5 Other Information:** City/Town shall provide other relevant information necessary for tax administration and collection purposes as requested by the Department.

4. Disclosure of Information by Department to City/Town

- 4.1 Statutory Authority:** The Department may disclose information relating to State Taxes and Municipal Taxes to City/Town pursuant to A.R.S. § 42-2003 if the information relates to a taxpayer who is or may be taxable by a county, city, or town or who may be subject to audit by the Department pursuant to A.R.S. § 42-6002.
- 4.2 Restrictions on Use and Disclosure to Unauthorized Parties:** Any Tax Information disclosed by the Department to City/Town is subject to all restrictions provided for in A.R.S. § 42-2003. Tax Information shall only be used by persons authorized to receive such Tax Information for internal tax administration purposes, including audit, desk review, collection, and licensing activity, and may not be disclosed to the public or any unauthorized party in any manner that does not comply with the Confidentiality Standards (Appendix A).
- 4.3 Liability for Improper Disclosure:** The disclosure of confidential information concerning Arizona taxes is governed by A.R.S. § 42-2001 *et seq.*, which strictly controls the accessibility and use of this information. Individuals who receive confidential information relating to State Taxes and Municipal Taxes from the Department are subject to the penalties provided in A.R.S. § 42-2004 and other applicable statutes if they misuse or improperly disclose this information to unauthorized individuals.
- 4.4 Reporting Potential Disclosure Violations/Incidents:** The Department shall not withhold Tax Information from City/Town provided that City/Town complies with A.R.S. § 42-2001 *et seq.*, and the Confidentiality Standards (Appendix A).
 - (a) If City/Town or the Department has information to suggest City/Town or any of its duly authorized representatives has violated A.R.S. § 42-2001 *et seq.* or the Confidentiality Standards (Appendix A), City/Town or the Department shall immediately notify City Services at citiesunit@azdor.gov, the Department's Disclosure Officer at DisclosureOfficer@azdor.gov, and the Department's Information Security Team at InfoSec@azdor.gov.

- (b) City/Town and the Department shall fully cooperate with the Department's Disclosure Officer and Information Security Team in investigating the alleged violation and shall promptly address any identified issues.
- (c) The Department's Disclosure Officer and Information Security Team:
 - (1) Shall send written notice to City/Town's PPOC detailing the alleged breach as understood by the Department and request a response to the allegation within twenty (20) calendar days of the date of the letter, and
 - (2) May inspect City/Town's records, facilities, and equipment to determine whether there has been a violation, and
 - (3) Shall review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation prior to issuing any determination, and
 - (4) Shall issue a written determination delivered by certified mail to City/Town regarding the alleged violation within sixty (60) calendar days of the date of City/Town's response letter. If the Department determines that a violation has occurred, the Department shall indicate whether a suspension of information is warranted and the length of the suspension. During the period of suspension, City/Town shall not access information maintained or created by the Department related to City/Town.
- (d) If the Department makes a written determination to suspend sharing of information, City/Town may, within ten (10) calendar days of receiving the written determination, submit a written request to SMART requesting the group review the determination as provided in Section 15 of this Agreement.
- (e) If there is a suspension of Tax Information sharing with City/Town, the Department shall maintain all information collected or created during the suspension period related to City/Town that would otherwise have been shared with City/Town and shall assist City/Town with accessing the accumulated information for City/Town immediately upon termination of the suspension.
- (f) Under no circumstances shall the suspension of any right to receive Tax Information adversely impact the Department's delivery or transfer of any City/Town revenues in any manner.

4.5 Information to be Provided: The Department shall provide information pursuant to A.R.S. § 42-6001(B). The Department shall provide such information as outlined

in Appendix B and elsewhere in this Agreement, which shall only be modified in accordance with Section 4.7 of this Agreement.

- (a) The Department shall not provide Federal Tax Information to City/Town.
- (b) In addition to the information detailed in Appendix B of this Agreement, the Department shall disclose, upon request, the following information to City/Town:
 - (1) Department tax audits, including all information related to all Arizona municipalities included in the tax audit; and
 - (2) Other relevant information necessary for City/Town's tax administration and collection purposes, including all information necessary to verify that City/Town received all revenues collected by the Department on behalf of City/Town.

4.6 Storage and Destruction of Tax Information: All Tax Information provided by the Department to City/Town shall be managed, stored, protected, and destroyed in accordance with the Confidentiality Requirements (Appendix A).

4.7 Specificity of Data: Pursuant to A.R.S. § 42-6001, the Department and City/Town agree that the data fields identified in Appendix B of this Agreement and the JT-1, TPT-2, and TPT-EZ forms in Appendix C of this Agreement (also provided online at www.azdor.gov) meet the specificity requirements of City/Town. The data fields identified in Appendix B and the forms in Appendix C may be revised or replaced only by mutual agreement of the Department and Arizona municipalities, with any unresolved issues being referred to SMART for final determination.

4.8. Notwithstanding any provision to the contrary, nothing in this Section shall prevent the Department from complying with state information security requirements in the situation of a data breach or similar event.

5. Audit

The Department shall administer audit functions with City/Town in accordance with the Standard Audit Life Cycle Process Map and with the following provisions.

5.1 Training: All auditors, desk reviewers, and supervisors shall be trained in accordance with the policies of the Department. Auditors and desk reviewers who have not completed the training may only work in conjunction with a trained auditor or supervisor and cannot be the only auditor or desk reviewer assigned to the audit or desk review. The Department shall do all the following:

- (a) Provide semi-annual audit and desk review training in accordance with A.R.S. § 42-6002(C) and be responsible for the costs of the training, limited to any cost for procuring the site and training materials;

- (b) Notify City/Town of any training sessions at least thirty (30) calendar days before the date of the training session;
- (c) Permit City/Town auditors, desk reviewers, and supervisors to attend any scheduled training as space permits at any designated training location;
- (d) Provide additional training, as needed, to inform auditors, desk reviewers, and supervisors regarding changes in State law, the Model City Tax Code, audit and desk review procedures, or Department policy.

5.2 Conflicts of Interest:

- (a) An auditor, desk reviewer, supervisor, or Independent Contractor trained and authorized to conduct an audit or desk review, in addition to the restrictions provided under A.R.S. Title 38, Chapter 3, Article 8, § 38-501 *et seq.*, shall not conduct any of the following prohibited acts:
 - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by or in an Independent Contractor relationship with the Department or City/Town.
 - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
 - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the Independent Contractor relationship with the Department or City/Town.
 - (4) Use information he/she acquires in the course of the official duties as an auditor, desk reviewer, supervisor, or Independent Contractor in a manner inconsistent with his/her official duties without prior written approval from the Department.
 - (5) For a period of one (1) calendar year after he/she ends employment by or an Independent Contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes a formal screen or ethical wall to prevent any sharing of information between the person and the remainder of the firm. Documentation of such formal screen or ethical wall shall be provided by the firm to the Department or City/Town upon request.
 - (6) Receive compensation from a source other than City/Town or pursuant to an agreement with City/Town for the performance of any work or transaction performed expressly on behalf of City/Town.

- (7) Make any representation of being an employee or contractor of City/Town or the Department in marketing and promotional materials soliciting work or transactions to be performed on behalf of a taxpayer or potential taxpayer.
- (b) In addition to any other remedies available to the Department and City/Town by statute and under the terms of this Agreement, the Department may revoke an individual's authority to audit or perform desk reviews on behalf of the Department or City/Town and prohibit the use of any auditor, desk reviewer, supervisor, or Independent Contractor who violates this provision.

5.3 Audits and Desk Reviews:

- (a) City/Town may request the Department conduct an audit or desk review of any taxpayer engaged in business in City/Town, including a taxpayer whose business activity is subject to tax by City/Town but is not subject to tax by the State. The Department and Arizona municipalities shall collaboratively establish and maintain minimum justification standards and procedures City/Town shall adhere to when submitting an audit or desk review request.
- (b) City/Town may conduct an audit or desk review of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall submit a Field Audit Request Form. Before commencing such desk review, City/Town shall submit the request using the Desk Review Approval Excel Sheet. The Department shall provide City/Town with a determination of approval or denial of the request within ten (10) calendar days of the notice from City/Town.
- (c) Except as permitted below, the Department shall conduct all audits and desk reviews of taxpayers having locations in two (2) or more Arizona municipalities. A City/Town auditor may participate in any audit or desk review City/Town requested the Department to perform.
- (d) City/Town shall notify the Department if it wants to conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose business activity is subject to tax by City/Town but is not subject to tax by the State. The Department shall authorize such audits or desk reviews, to be overseen by the Department, unless there is already an audit or desk review of the taxpayer in process, scheduled, or planned, or the Department determines the audit or desk review selection is discriminatory, an abuse of process, or poses other similar defects. The Department shall notify City/Town of its determination within ten (10) calendar days. No initial audit or desk review contact may occur between City/Town and a taxpayer until the Department approves the audit or desk review notice.

- (e) In the case of taxpayers doing business in more than one (1) Arizona municipality:
 - (1) City/Town may request the Department conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose primary business is subject to both Municipal Taxes and State Taxes.
 - (2) City/Town may request authorization from the Department for City/Town to conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose primary business is subject to both Municipal Taxes and State Taxes.
 - (3) Requests pursuant to (e)(1) or (e)(2) shall be made using the Department's Field Audit Request Form or the Desk Review Approval Excel Sheet, as appropriate. The Department shall notify City/Town of its decision regarding the request within ten (10) calendar days of receipt of the request.
- (f) The Department may deny, in writing, City/Town's request for the Department to conduct an audit or desk review within ten (10) calendar days of receiving the request for any of the following reasons:
 - (1) An audit or desk review is already in process or is scheduled or planned for the taxpayer within six (6) months of the request;
 - (2) The requested audit or desk review would interfere with strategic tax administration planning;
 - (3) The audit or desk review selection is discriminatory, an abuse of process, or poses other similar defects;
 - (4) The request lacks sufficient information for the Department to determine whether it is appropriate;
 - (5) The Taxpayer was audited within the previous two (2) years;
 - (6) The Department lacks sufficient resources to conduct the audit or desk review;
 - (7) The scope or subject of the audit or desk review does not justify the use of Department resources.
- (g) If the Department denies a request to conduct an audit or desk review for the reasons provided in (f)(6) or (f)(7), and the audit or desk review is not for a taxpayer that only has a business location in City/Town, then City/Town may request to conduct the audit or desk review itself under the

supervision of the Department. No initial audit or desk review contact may occur between City/Town and a taxpayer until City/Town receives written Department approval.

- (h) Any decision by the Department denying City/Town's request to conduct any audit or desk review may be referred to SMART in accordance with Section 15 of this Agreement.
- (i) All audits or desk reviews conducted by City/Town shall be in accordance with standard audit procedures defined in the Department audit manual and the Standard Audit Life Cycle Process Map. All auditors and desk reviewers shall be trained in accordance with Section 5.1 of this Agreement.
- (j) The Department may appoint a Department manager to supervise any audit or desk review conducted by City/Town.
- (k) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information provided by the taxpayer.
- (l) The Department shall issue all audit or desk review assessments on behalf of all affected taxing jurisdictions in a single notice to the taxpayer.
- (m) The Department shall issue amendments to audit or desk review assessments on behalf of all affected taxing jurisdictions in a single notice to the taxpayer.

5.4 Claims for Refund:

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.
- (b) The Department shall notify City/Town of all refund requests that are reviewed and approved involving City/Town's Municipal Taxes within thirty (30) calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 5.3 of this Agreement.
- (c) The Department may assign a Department auditor to review requests for refunds. The Department shall notify City/Town of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town within thirty (30) calendar days of initiating the review and may request that City/Town assist with such reviews, with acceptance of such request at the discretion of City/Town. The Department may assign a refund request to a City/Town for review, with acceptance of such assignment at

the discretion of City/Town. The Department may only assign refund requests to City/Town if taxes paid to City/Town are included in the refund request.

- (d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed Municipal Tax refunds paid by the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.

5.5 Protests: Taxpayer protests of audit assessments, desk review assessments, and refund denials shall be directed to the Department. Protests of audit assessments, desk review assessments, and refund denials shall be administered pursuant to A.R.S. Title 42, Chapter 1, Article 6. The Department shall notify City/Town of any protests within thirty (30) calendar days of receipt of the protest.

5.6 Status Reports: The Department shall keep all Arizona municipalities apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting City Services at citiesunit@azdor.gov.

6. Voluntary Disclosure Agreements

The Department may enter into a Voluntary Disclosure Agreement with a taxpayer. A Voluntary Disclosure Agreement may limit the years subject to audit and waive penalties. If the taxpayer discloses to the Department that it owes Municipal Taxes to City/Town, the Department shall notify City/Town of the Department's intent to enter into a Voluntary Disclosure Agreement and the Department shall provide the taxpayer's identity within thirty (30) calendar days of the identity being disclosed to Department. City/Town may subsequently request an audit of a taxpayer subject to a Voluntary Disclosure Agreement pursuant to Section 5.3 of this Agreement.

7. License Compliance

7.1 License Issuance and Renewal: The Department shall issue new municipal privilege tax licenses and shall annually renew such licenses for City/Town Municipal Tax. The Department shall provide City/Town with information about all persons obtaining and renewing municipal privilege tax licenses as set forth in Appendix B of this Agreement.

7.2 License Checks: The Department and City/Town shall coordinate efforts to conduct mutual tax license compliance checks through canvassing and other compliance methods.

7.3 Confidentiality: Any tax license information City/Town obtains from the Department is confidential and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by City/Town ordinance or policy.

7.4 Changes to License Fees: Within ten (10) business days following the adoption of an ordinance (or official acknowledgment of an ordinance approved by voters in an election) creating or modifying a municipal privilege tax license fee, one (1) copy of the ordinance and notification of the effective date of such ordinance shall be sent to City Services at citiesunit@azdor.gov. The Department shall not be obligated to begin collection of the new or modified tax license fee any sooner than sixty (60) calendar days after the date the Department received the ordinance from City/Town.

8. Closing Agreements

The Department shall notify City/Town before entering into a Closing Agreement and shall seek a range of settlement authority from City/Town related to the tax levied and imposed by City/Town in accordance with the Standard Audit Life Cycle Process.

9. Responsibility for Representation in Litigation

9.1 Administrative Proceedings: Pursuant to A.R.S. § 42-6002, the Department shall coordinate the litigation and defense of assessments and refund denials in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of the jurisdiction that conducted the audit, desk review, or refund review in accordance with the Standard Audit Life Cycle Process Map. The Department shall diligently defend the interests of City/Town and City/Town shall assist the Department in such representation as requested by either party.

9.2 Further Appeals: The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court, and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office in accordance with the Standard Audit Life Cycle Process Map.

9.3 Mutual Cooperation: The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, desk reviewers, supervisors, and other necessary employees are available to assist the Department and the Attorney General through informal interviews, providing documents and records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation, as needed.

9.4 Administrative Decisions: The Department shall provide a copy of all administrative hearing level decisions regarding State Taxes and Municipal Taxes, including Director's decisions issued by the Department, to City/Town within ten (10) business days after issuance of the decision if City/Town requests to be

included on a distribution list created by the Department for the purposes of disseminating such decisions. City/Town may request to be on the distribution list by contacting City Services at citiesunit@azdor.gov. Administrative decisions contain Tax Information and must be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).

10. Collection of Municipal Taxes

10.1 Tax Returns: Taxpayers who are subject to City/Town Municipal Taxes are required to pay such taxes to the Department utilizing a form prescribed by the Department.

10.2 Delinquent Tax Collections: Pursuant to A.R.S. § 42-6001, the Department shall collect any delinquent Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. In the event this Agreement is terminated, the Department shall continue to collect delinquent Municipal Taxes recorded on the Department's accounting system on behalf of City/Town and distribute any such amounts collected to City/Town.

10.3 City/Town Assistance in Delinquent Tax Collections: To expand the Department's State Tax and Municipal Tax collection efforts by leveraging City/Town resources, City/Town may choose to provide collection efforts by deploying City/Town collectors to work in conjunction with the Department on the following terms:

- (a) **Training:** All City/Town collectors authorized to collect obligations in cooperation with the Department shall be trained in accordance with the policies of the Department. Training shall be provided in the same manner as set forth in Section 5.1 of this Agreement.
- (b) **Conflict of Interest:** A collector trained and authorized under this provision to perform collections activity shall not conduct any of the following prohibited acts:
 - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by City/Town.
 - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
 - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one (1) calendar year after he/she ends employment with City/Town.
 - (4) Use information he/she acquires in the course of the official duties as a collector in a manner inconsistent with his/her official duties without prior written approval from the Department.

- (5) For a period of one (1) calendar year after he/she ends employment with City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained collector and the remainder of the firm.
 - (c) **Revocation:** The Department may revoke the authorization of City/Town or of any individual City/Town employee to collect obligations under this Section. A revocation determination may be subject to review by SMART upon request by the individual or City/Town.
- 10.4 State of Arizona Liquor License Affidavit:** City/Town may request that the Department issue a liquor license affidavit. The Department shall respond to the request via secured e-mail to indicate the status of completion of the request with a note stating complete, in-process, or unable to complete.
- 10.5 Uncollectible/Discretionary Write-offs:** The Department shall share the annual list of uncollectible/discretionary write-offs of City/Town's Municipal Taxes prior to the write-off event at the end of the fiscal year. City/Town shall have forty-five (45) calendar days to submit feedback.
- 10.6 Remittance:** All amounts collected by the Department for City/Town's Municipal Taxes under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. To the extent possible, the Department shall initiate the electronic payment by Noon on the Monday after the end of the week in which the collections were received by the Department. If the Monday falls on a holiday, payment will be initiated by Noon on the Tuesday after the end of the week in which the collections were received by the Department. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.
- 10.7 Abatement:** Pursuant to A.R.S. § 42-1004, the Department, with the approval of the Attorney General, may abate tax under certain circumstances including Municipal Taxes. During the ordinary course of business, the Department may determine that certain taxpayer accounts shall be closed or cancelled. The Department shall seek input from City/Town or SMART before abating Municipal Taxes or closing accounts with Municipal Taxes due. The Department may request a telephonic meeting of SMART if time or circumstances require immediate action.
- 10.8 Funds Owed to City/Town:** At all times and under all circumstances, payments remitted by a taxpayer to the Department for City/Town Municipal Taxes shall be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City/Town and the Department.

10.9 Adjustments to Reported Taxes: If the Department determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, the Department may temporarily hold the payment until the distribution of the payment is corrected to ensure the appropriate city or town receives the payment. If a payment by the Department has been made to an incorrect City/Town, the Department and affected Arizona municipalities shall follow the Standard Inter-Jurisdictional Transfer Process Map.

10.10 Collection Reports: The Department shall keep all Arizona municipalities apprised of the status of every open case in a collection status involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting Cities Collections at citiescollection@azdor.gov.

11. Taxpayer Rulings and Uniformity

The Department shall be responsible for issuing the official responses to taxpayer ruling requests and requests for interpretation of the Model City Tax Code. City/Town acknowledges that pursuant to A.R.S. § 42-6005(B), when the state statutes and Model City Tax Code are the same and where the Department has issued written guidance, the Department's interpretation is binding on Arizona municipalities and interpretation of Model City Tax Code. The Department acknowledges that in all other situations, interpretation of the Model City Tax Code is the sole purview of Municipal Tax Code Commission or its designee. This Section is not intended to affect procedures for appeals and litigation as outlined in Section 5.5 and Section 9 of this Agreement.

12. Financing Collection of Taxes

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City/Town of any financial obligation imposed by statute.

13. Inter-Jurisdictional Transfers (“IJTs”)

The Department shall administer Inter-Jurisdictional Transfers of Municipal Tax monies in accordance with the Standard Inter-Jurisdictional Transfer Process Map. The affected Arizona municipalities shall agree on any amounts to be transferred before notifying the Department of such amounts to be transferred under this Section.

14. Education and Outreach Efforts

To further its focus on serving taxpayers and its commitment to funding Arizona’s future through enhanced customer service, continuous improvement, and innovation, the Department is expanding its outreach and education program to connect with all citizens of Arizona by strategically working with taxpayer and industry groups, tax practitioners, and Arizona’s municipalities to ensure consistent tax education is widely available.

Any City/Town may further this mission, at its own expense, in providing education and outreach to taxpayers. Education and outreach programs and content shall be consistent with applicable law and the Department's written guidance.

Increased education and outreach efforts undertaken by the Department and Arizona municipalities will ensure collaborative partnerships beneficial to both parties, emphasize an ongoing two-way exchange of information, enhance communication on issues of common interest, and promote cooperation in areas of overlapping special projects. Therefore, upon request, City/Town shall provide information to the Department concerning such education and outreach efforts.

The Department shall implement an Ambassador Program, whereby the Department provides curriculum, structure, and support for education related to tax administration and compliance. City/Town shall be provided a standard work process when participating in Department-led educational events.

15. State & Municipal Audit Resolution Team ("SMART")

15.1 Members: The SMART committee shall consist of four (4) primary (voting) members representing municipal taxing jurisdictions and four (4) primary (voting) members representing the Department. There shall also be two (2) alternate members representing each party, who are non-voting representatives unless required to vote due to the absence, recusal, or disqualification of a primary (voting) member. All primary and alternate members are required to attend all meetings unless excused.

15.2 Selection: The Director of the Department shall appoint Department employees to serve as primary and alternate members representing the Department. Arizona municipalities shall collectively appoint municipal employees to serve as primary and alternate members representing the Arizona municipalities. The members representing either party may be changed at any time following the standard work process agreed upon by both parties.

15.3 Meetings: SMART shall meet monthly unless there is no business to be conducted. Additional meetings can be scheduled as necessary to timely discuss issues presented.

15.4 Issues: The Department or City/Town may refer issues to SMART for resolution including but not limited to:

- (a) Decisions by the Department to not audit a taxpayer;
- (b) Amendments to Department audit procedures or manuals;
- (c) Closing Agreements or a range of settlement authority;
- (d) Abatement or account closure in collections;

- (e) Suspension of disclosure of Tax Information to City/Town;
- (f) Disagreements regarding proposed changes to the process maps defined in Sections 1.19, 1.20, and 1.21 of this Agreement;
- (g) Revocation of collection authority; and
- (h) Other issues as authorized by the Director of the Department or agreed upon by the parties, subject to the limitations described in Section 29 of this Agreement.

15.5 Recommendations: SMART shall make recommendations to the Director of the Department or Director's designee. If the recommendation is approved by at least five (5) members of SMART, the Director shall accept the recommendation of SMART. If SMART cannot reach a recommendation agreeable to at least five (5) members of the group, the Director or Director's designee may act as they deem to be in the best interests of all parties. Notwithstanding the above, upon request by City/Town, the Director shall submit their decision to the Attorney General's Office for review.

15.6 Voting: Any voting member of the committee may request the vote be held by secret ballot.

15.7 Procedures: SMART shall develop procedures concerning the operation of the committee consistent with this Agreement.

16. Funding of Additional Auditors by City/Town

16.1 Funding: At the sole discretion of City/Town, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the Parties' intention that any City/Town funding provided pursuant to this Section shall be used to increase the resources and capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.

16.2 Use of Funds: City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.

16.3 Pool of Funds: The Department may pool any City/Town funding with any other similar funding provided by other Arizona municipalities to pay for additional auditors dedicated to serving those jurisdictions. The Department shall separately account for such funds in its annual budget.

- 16.4 Accounting:** The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

17. Satellite Offices for Department Auditors

- 17.1 Funding:** City/Town, at its own expense and at its sole discretion, may provide one (1) or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this Section shall require the Department to make use of such facilities provided by City/Town.
- 17.2 Requirements:** Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns and the Department shall be responsible for taking appropriate actions to resolve those concerns.
- 17.3 Termination:** Once a satellite office is established, City/Town shall provide at least one hundred eighty (180) calendar days' written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.
- 17.4 License:** All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.
- 17.5 Workers' Compensation for Satellite Offices and Certain Site Visits:** If employees of City/Town or Department are working at the facility of the other public agency pursuant to this Agreement, it is agreed that:
- (a) Each employee will be deemed an employee of both public agencies for the purposes of A.R.S. § 23-1022(D) and Arizona workers' compensation laws.
 - (b) Each employee's primary employer (*i.e.*, the State of Arizona for a Department employee, and City/Town for a City/Town employee or Independent Contractor) shall be solely liable for the payment of workers' compensation benefits.
 - (c) Each public agency for which employees of City/Town or Department are working at the facility of the other public agency under this Agreement shall post a notice complying with A.R.S. § 23-1022(E).
 - (d) In all circumstances other than as provided in the foregoing, nothing in this Agreement shall be construed to result in any person being the officer,

agent, employee, or servant of either party when such person, absent this Agreement and the performance thereof, would not in law have such status.

18. Non-availability of Funds

Every payment obligation of the Department and City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or municipal privilege tax license fees of City/Town. If funds are not appropriated, allocated, and available, or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State or City/Town, as applicable, in the event this provision is exercised and the State or City/Town, as applicable, shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

19. Waiver

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

20. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent, or consultant of the other party with respect to the subject matter of this Agreement. The obligation of the Department to remit City/Town taxes shall survive cancellation.

21. Notice

- (a) When any Notice to City/Town is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to:

Roula Encinas, Finance Operations Manager, rencinas@sanluisaz.gov
Miguel M. Ramirez, Finance Accounting Manager, mramirez@sanluisaz.gov

- (b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to City Services at citiesunit@azdor.gov.

22. Non-discrimination

ADOR and City/Town shall comply with Executive Order 2023-01, which prohibits discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, by persons performing state contracts or subcontracts. ADOR and City/Town also agree to comply with Executive Orders 2003-22 and 2009-09 as amended by Executive Order 2023-01, all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act of 1990. ADOR and the City/Town shall also comply with Executive Order 2023-09 prohibiting race-based hair discrimination.

23. Compliance with Immigration Laws and A.R.S. § 41-4401

23.1 The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214 which reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”

23.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.

23.3 The Department and City/Town retain the legal right to confirm the authorized presence and work authorization of any employee who works under this Agreement to ensure the Department and City/Town are complying with the applicable Federal immigration laws and regulations, and State statutes as set forth above.

24. Audit of Records

City/Town and the Department shall retain all data, books, and other records (“Records”) relating to this Agreement for at least six (6) years

(a) after termination of this Agreement, and

(b) following each annual renewal thereof.

All Records shall be subject to inspection by the Department at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. § 35-214 and A.R.S. § 35-215.

25. Amendments

Any amendments to the enumerated provisions or Appendices A, B, and C of this Agreement must be executed in writing in accordance with the provisions of this

Agreement. The Standard Process Maps described within certain enumerated provisions are not themselves part of this Agreement.

26. Mutual Cooperation

In the event of a disagreement between the parties regarding the terms, provisions, and requirements of this Agreement, or in the event of the occurrence of any circumstances bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate to resolve the said disagreement or deal with the said circumstance.

27. Arbitration

To the extent required by A.R.S. § 12-1518 and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 19 of this Agreement is not considered to be a dispute arising out of this Agreement.

28. Implementation

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his/her designee and the Mayor of City/Town, his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter to act on behalf of City/Town.

29. Limitations

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

30. Duration

30.1 The term of this Agreement shall commence from the latest date as indicated in Section 33 of this Agreement and continue in force through December 31st of the following calendar year unless canceled or terminated as provided herein. The term of this Agreement shall automatically be extended for successive one (1) year terms commencing on January 1st and ending on December 31st of each year thereafter unless canceled or terminated as provided herein.

30.2 Amendments to this Agreement that are negotiated and agreed to by a simple majority of the review committee referenced in Section 30.9 of this Agreement shall thereafter be executed by the parties hereto by a separate signed amendment and incorporated herein to be effective during the term of this Agreement and any extensions.

30.3 This Agreement may be canceled or terminated effective on December 31st of any year by either party by providing written notice no later than sixty (60) calendar days prior to the expiration of the term then in effect.

- 30.4** This Agreement shall expire on December 31st of any year the Department is subject to sunset review by the legislature. Upon expiration, cancellation, or termination, any subsequent Agreement must be ratified through signature by both parties.
- 30.5** If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty (30) calendar days' notice to the other party. The termination shall become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.
- 30.6** Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this Agreement upon such terms and at such time as is mutually agreeable to them.
- 30.7** Any notice of termination shall be mailed and served on the other party in accordance with Section 21 of this Agreement.
- 30.8** In the event of a partial or complete termination of this Agreement, if the parties have shared or exchanged property the parties will return the property to its original owner or dispose of it in a manner required by the original owner as described in this Agreement.
- 30.9** During the term of this Agreement, the terms and conditions of this Agreement shall undergo an annual review to be initiated no later than June 1st of each year. The review shall be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

31. Choice of Law

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

32. Entire Agreement

This document, including the specific appendices attached hereto, and any approved subcontracts, amendments, and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

33. Signature Authority

33.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

33.2 This Agreement may be executed in counterpart.

For the Department:

For City/Town:

Signature _____ Date _____			Signature _____ Date _____		
Robert Woods, Director			Nieves Riedel, Mayor		
Typed Name and Title			Typed Name and Title		
Arizona Department of Revenue			City of San Luis, Arizona		
Entity Name			Entity Name		
1600 W. Monroe St.			P.O. Box 1170		
Address			Address		
Phoenix	Arizona	85007	San Luis	Arizona	85349
City	State	Zip	City	State	Zip
RESERVED FOR THE ATTORNEY GENERAL:			RESERVED FOR CITY/TOWN ATTORNEY:		
This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General. KRIS MAYES The Attorney General BY: _____ Signature Assistant Attorney General Date: _____			This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City/Town Attorney who has determined, on behalf of the City/Town only, that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City/Town. APPROVED AS TO FORM AND AUTHORITY: Kay Marion Macuil BY: _____ CITY/TOWN ATTORNEY Date: _____		

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

- 1.1 “Confidential Information” is defined in A.R.S. § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. §§ 42-2001 through 42-2004.
- 1.2 “Tax Information” as defined in this Agreement is Confidential Information.
- 1.3 **Disclosure of aggregated financial information.** Under no circumstance shall aggregated financial information related to transaction privilege taxes allow any person who is not authorized to receive Tax Information to identify or discover the financial information of an individual taxpayer.
 - (a) Except as provided in Section 1.3(b) of this Appendix, City/Town will disclose aggregated financial information in accordance with the Department’s standard:
 - (1) City/Town shall only disclose aggregated financial information from not less than ten (10) taxpayers within the political boundaries of City/Town.
 - (2) No individual taxpayer’s financial information should be discernible due to its relative size compared to other members of the aggregated group. For example, if one of the taxpayers in the data set represents 90% or more of the data point, then that data point must not be disclosed, regardless of the number of taxpayers.
 - (b) City/Town may disclose its aggregated financial information from less than ten (10) taxpayers provided City/Town first determines the aggregated data could not potentially reveal the financial information of an individual taxpayer. Such a determination shall take all the following into consideration:
 - (1) *Ownership.* All taxpayers with common ownership entities shall be considered a single taxpayer for aggregation purposes; and
 - (2) *Proportionality.* No individual taxpayer’s financial information should be discernible due to its relative size compared to other members of the aggregated group; and

- (3) Any other factor that might allow any person who is not authorized to receive Tax Information to identify or discover the financial information of an individual taxpayer.

2. Protecting Information

- 2.1 City/Town must identify all places, both physical and logical, where City/Town receives, processes, and stores Tax Information and create a plan to adequately secure those areas.
- 2.2 Tax Information must be protected during transmission, storage, use, and destruction. City/Town must have written policies, standards, and procedures to document how it protects its information systems, including Tax Information so that it conforms to the State of Arizona statutes A.R.S. §§ 42-2001 through 42-2004 and policies, standards, and procedures found on the Arizona Strategic Enterprise Technology (“ASET”) website at aset.az.gov/resources/policies-standards-and-procedures or ASET’s successor agency or website and Arizona Department of Homeland Security’s website at <https://azdohs.gov/information-security-policies-standards-and-procedures>.
- 2.3 Department staff and authorized City/Town staff are prohibited from inspecting Tax Information unless they have a business reason. Browsing through Tax Information concerning friends, neighbors, family members, or people in the news is strictly prohibited.
- 2.4 All removable media, including paper and CDs, containing Tax Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Tax Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.
- 2.5 All individuals accessing or storing Tax Information from an alternative work site must enter into a signed agreement that specifies how the Tax Information will be protected while at that site. Only trusted employees shall be permitted to access Tax Information from alternative sites. Tax Information may not be accessed while in public places such as restaurants, lounges, or pools.
- 2.6 Tax Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Terminals should be placed in such a manner that prohibits public viewing of Tax Information.
- 2.7 When transporting confidential materials, the materials should be covered so that others cannot see the Tax Information. When sending Tax Information by fax, a cover sheet should always be used.
- 2.8 Any person with unsupervised access to Tax Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such information and annually thereafter. They must sign

certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification and submit a copy of the certification to the Department.

3. Disclosure of Information

- 3.1 Tax Information may only be disclosed as permitted by A.R.S. § 42-2003.
- 3.2 Tax Information is protected by statute and, therefore, shall not be disclosed in response to a public records request except as authorized by law. A state agency, including political subdivisions (City/Town), may deny inspection of public records if the records are deemed confidential by statute. *Berry v. State*, 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).
- 3.3 A taxpayer may designate a person to whom Tax Information may be disclosed by completing an [Arizona Department of Revenue Form 285](#) or [Form 285B](#), or such other form that contains the authorizing information included in those forms. City/Town may contact the Department's Disclosure Officer at DisclosureOfficer@azdor.gov if there are any questions concerning this requirement.

4. Retention and Disposal of Information

- 4.1 All records received from the Department must be kept for the duration of the records retention period as listed in the official records retention schedules approved by the Secretary of State Library Archives and Public Records Division ("LAPR") published on the LAPR website.
 - (a) The Department's custom records retention schedule is published on the LAPR website at apps.azlibrary.gov/records/schedules.aspx.
 - (b) In the event of a legal hold (such as a litigation hold or investigative hold), Department and/or City/Town may be required to retain records beyond the retention period.
- 4.2 The Department and City/Town shall follow the legal requirements for reporting the disposition and destruction of records to the Arizona State Library Archives, & Public Records Division under A.R.S. § 41-151.19. Certificate of Records Destruction Forms are found at: azlibrary.gov/arm/forms.
- 4.3 All removable media containing Tax Information must be returned to the Department or sanitized before disposal or release from the control of City/Town.
- 4.4 Tax Information must be destroyed by shredding or burning the materials when the retention period has been met and no legal holds are in place. Tax Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Tax Information may be performed by a third-party vendor.

City/Town must take appropriate actions to protect the Tax Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.

- 4.5 Computer system components and devices, such as copiers and scanners, which have been used to store or process Tax Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Tax Information can be restored or recovered.

5. Information Security

- 5.1 Systems containing Tax Information must be protected in accordance with the State of Arizona Policies, Standards, and Procedures that govern State data found at <https://azdohs.gov/information-security-policies-standards-and-procedures>, particularly Policies and Standards 8000-8410 and the Arizona NIST Security Baseline Controls.
- 5.2 City/Town is responsible for creating architectural diagrams of any systems connecting to the Department's systems and depicting the flow of State Tax Information. Architectural diagrams for systems connecting to the ADOR shall be shared with the ADOR and updated after any architectural changes.
- 5.3 Incident Reporting. City/Town is required to notify the Department in the event of a suspected or actual unauthorized disclosure of Tax Information, data loss, breach, or other security concern regarding Tax Information by reporting the incident to the Department's: 1) City Services Manager by email at citiesunit@azdor.gov, 2) Disclosure Officer by email at DisclosureOfficer@azdor.gov, and 3) Chief Information Security Officer's Information Security Team by email at InfoSec@azdor.gov.
- 5.4 The Department may send employees or auditors to inspect any of City/Town information systems and/or facilities used to process, store, or transmit any Department data at any time to ensure that Department information is adequately protected. City/Town shall provide audit records and evidence of system and application hardening to the department's information security team upon request. Hardening evidence can include, but is not limited to: RiskSense, CIS benchmarks, SCSEMs, STIGs, or other security best practices. If City/Town hires a third-party for any system or information support, all security provisions apply.

6. Wireless Access (if accessing State Confidential Information from a wireless network)

City/Town must:

- 6.1 Establish restrictions, configuration/connection requirements, and implementation guidance for wireless access.
- 6.2 Authorize wireless access to the information system prior to allowing such connections.

- 6.3 Employ a wireless intrusion detection system to identify rogue wireless devices and to detect attack attempts and potential compromises/breaches to the information system.

APPENDIX B

REQUIRED REPORTS AND DATA FIELDS

At a minimum, the Department of Revenue shall provide the following reports which display all of fields identified below, per report:

NEW LICENSE REPORT and LICENSE UPDATE REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- Update Date
- ID Type
- ID
- Account ID
- Entity Name
- Ownership Type
- License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- Filing Frequency
- Issue Date
- Account Start Date
- Business Start Date
- Arizona Start Date
- Doc Loc Nbr
- Accounting Method
- Close Date
- Close Code
- Business Description
- NAICS1
- NAICS2
- NAICS3
- NAICS4
- Mailing Street1
- Mailing Street2
- Mailing Street3
- Mailing City
- Mailing State
- Mailing ZIP
- Mailing Country
- Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date

- Audit Street1
- Audit Street 2
- Audit Street 3
- Audit City
- Audit State
- Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- Business Codes
- Location Name (DBA)
- Number of Units
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- Location Phone Number
- Location Start Date
- Location End Date
- Primary Location Street 1
- Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- Primary Location State
- Primary Location Zip Code
- Primary Location Country
- Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- Owner Name
- Owner Title
- Owner Name 2
- Owner Title 2
- Owner Name 3
- Owner Title 3

CITY PAYMENT JOURNAL

- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period

- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype
- Rev Type

CITY PAYMENT JOURNAL SUMMARY

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Business Code
- Number of Accounts
- Collections

NO MONEY REPORT

- Region Code
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date

- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype

DEDUCTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Deduction Code
- Deduction Amount
- Tran Type
- Tran Subtype
- Rev Type

FUND DISTRIBUTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment Received Date
- Return Received Date
- Payment Processed Date
- Return Processed Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Fund Allocation Code
- Amount Distributed

FUND DISTRIBUTION SUMMARY REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Fund Allocation Code
- Amount Distributed

APPENDIX C

REQUIRED FORMS

1. **JT-1 Joint Tax Application for a TPT License**

[ADOR Form 10196](#)

2. **TPT-2 Transaction Privilege, Use and Severance Tax Return (filing periods beginning on or AFTER June 1, 2016)**

[ADOR Form 11249](#)

3. **TPT-EZ Transaction Privilege, Use and Severance Tax Return**

[ADOR Form 11263](#)

ARIZONA JOINT TAX APPLICATION (JT-1)



License and Registration
ARIZONA DEPARTMENT OF REVENUE
 PO BOX 29032
 Phoenix, AZ 85038-9032

IMPORTANT! Incomplete applications WILL NOT BE PROCESSED.

- Please read form instructions while completing the application. Additional information and forms available at www.azdor.gov
- Required information is designated with an asterisk (*).
- Return completed application AND applicable license fee(s) to address shown at left.
- For licensing questions regarding transaction privilege tax, call Customer Care and Outreach: (602) 255-3381



**You can register, file
and pay for this
application online at
www.AZTaxes.gov.
It is fast and secure.**

SECTION A: Business Information

1* Federal Employer Identification Number or Social Security Number, <i>required if sole proprietor with no employees</i>		2* License Type – <i>Check all that apply:</i> ☐ Transaction Privilege Tax (TPT) ☐ Use Tax ☐ Withholding/Unemployment Tax <i>(if hiring employees)</i> ☐ TPT for Cities ONLY	
3* Type of Organization/Ownership – <i>Tax exempt organizations must attach a copy of the Internal Revenue Service's letter of determination.</i> ☐ Individual/Sole Proprietorship ☐ Subchapter S Corporation ☐ Government ☐ Joint Venture ☐ Corporation ☐ Association ☐ Estate ☐ Receivership ☐ Partnership ☐ Trust ☐ Limited Liability Company ☐ Limited Liability Partnership State of Inc. _____ Date of Inc. <u>M,M,D,D,Y,Y,Y,Y</u>			
4* Legal Business Name			
5* Mailing Address – number and street		City	State ZIP Code
County/Region		Country	
6* Business Phone No. <i>(with area code)</i>	7 Email Address	8 Fax Number <i>(with area code)</i>	
9* Description of Business: <i>Describe merchandise sold or taxable activity.</i>			
10* NAICS Codes: Available at www.azdor.gov			
11* Did you acquire or change the legal form of an existing business? ☐ No ☐ Yes → You must complete Section F.		12* Are you a construction contractor? ☐ No ☐ Yes <i>(see bonding requirements)</i>	
BONDING REQUIREMENTS: Prior to the issuance of a Transaction Privilege Tax license, new or out-of-state contractors are required to post a Taxpayer Bond for Contractors unless the contractor qualifies for an exemption from the bonding requirement. The primary type of contracting being performed determines the amount of bond to be posted. Bonds may also be required from applicants who are delinquent in paying Arizona taxes or have a history of delinquencies. Refer to the publication, Taxpayer Bonds, available online at www.azdor.gov or in Arizona Department of Revenue offices.			
WITHHOLDING LICENSE ONLY			
13* Withholding Physical Location Number and street <i>(Do not use PO Box, PMB or route numbers)</i>		City	State ZIP Code
County/Region		Country	

Continued on page 2 →

FOR AGENCY USE ONLY

☐ New ☐ Change ☐ Revise ☐ Reopen	ACCOUNT NUMBER	DLN
	START	TRANSACTION PRIVILEGE TAX
	S/E DATE	WITHHOLDING / SSN / EIN
	COMPLETED DATE	EMPLOYEE'S NAME
	LIABILITY	LIABILITY ESTABLISHED

CASHIER'S STAMP ONLY. DO NOT MARK IN THIS AREA.

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
---------------------------	----------------------------------

SECTION B: Identification of Owners, Partners, Corporate Officers Members/Managing Members or Officials of this Employing Unit

If you need more space, attach Additional Owner, Partner, Corporate Officer(s) form available at www.azdor.gov. If the owner, partners, corporate officers or combination of partners or corporate officers, members and/or managing members own more than 50% of or control another business in Arizona, attach a list of the businesses, percentages owned and unemployment insurance account numbers or provide a Power of Attorney (Form 285) which must be filled out and signed by an authorized corporate officer.

Owner 1	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)	*Country	
Owner 2	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)	*Country	
Owner 3	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)	*Country	

SECTION C: Transaction Privilege Tax (TPT)

1* Date Business Started in Arizona M,M,D,D,Y,Y,Y,Y	2* Date Sales Began M,M,D,D,Y,Y,Y,Y	3 What is your Estimated Tax Liability for your first twelve months of business?
4 Filing Frequency ☐ Monthly ☐ Quarterly ☐ Seasonal ☐ Annual If seasonal filer, check the months for which you intend to do business: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC		
5 Does your business sell tobacco products? ☐ Yes → ☐ Retailer OR ☐ Distributor	6 TPT Filing Method ☐ Cash Receipts ☐ Accrual	7 Does your business sell new motor vehicle tires or vehicles? ☐ Yes → You will have to file Motor Vehicle Tire Fee form available at www.azdor.gov
8* Tax Records Physical Location – number and street (Do not use PO Box, PMB or route numbers)		
City		State ZIP Code
County		Country
9* Name of Contact		* Phone Number (with area code) Extension

SECTION D: Transaction Privilege Tax (TPT) Physical Location

1* Business Name, "Doing Business As" or Trade Name at this Physical Location	2* Phone Number (with area code)
3* Physical Location of Business or Commercial/Residential Rental Number and street (Do not use PO Box, PMB or route numbers)	City State ZIP Code
County/Region	Country
Residential Rental Only – Number of Units	Reporting City (if different than the physical location city)
4* Additional County/Region Indian Reservation/City: County/Region Indian Reservation and City Codes available at www.azdor.gov	
County/Region	City
Business Codes (Include all codes that apply): See instructions. Complete list available at www.azdor.gov	
State/County	City

If you have more locations, attach Additional Business Locations form available at www.azdor.gov

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
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SECTION E: Withholding & Unemployment Tax Applicants

1* Regarding <i>THIS</i> application, Date Employees First Hired in Arizona M, M D, D Y, Y, Y, Y	2 Are you liable for Federal Unemployment Tax? ☐ Yes → First year of liability: Y, Y, Y, Y								
3 Are individuals performing services that are excluded from withholding or unemployment tax? ☐ Yes → Describe services: _____	4 Do you have an IRS ruling that grants an exclusion from Federal Unemployment Tax? ☐ Yes → Attach a copy of the Ruling Letter.								
5 Do you have, or have you previously had, an Arizona unemployment tax number? ☐ No ☐ Yes → Business Name: _____ Unemployment Tax Number: _____									
6 First calendar quarter Arizona employees were/will be hired and paid (indicate quarter as 1, 2, 3, 4):	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">Hired Year</th> <th style="width: 25%;">Hired Quarter</th> <th style="width: 25%;">Paid Year</th> <th style="width: 25%;">Paid Quarter</th> </tr> <tr> <td style="text-align: center;">Y, Y, Y, Y</td> <td style="text-align: center;">Q</td> <td style="text-align: center;">Y, Y, Y, Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Hired Year	Hired Quarter	Paid Year	Paid Quarter	Y, Y, Y, Y	Q	Y, Y, Y, Y	Q
Hired Year	Hired Quarter	Paid Year	Paid Quarter						
Y, Y, Y, Y	Q	Y, Y, Y, Y	Q						
7 When did/will you first pay a total of \$1,500 or more gross wages in a calendar quarter? (indicate quarter as 1, 2, 3, 4) Exceptions: \$20,000 gross cash wages Agricultural; \$1,000 gross cash wages Domestic/Household; not applicable to 501(c)(3) Non-Profit.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Year</th> <th style="width: 50%;">Quarter</th> </tr> <tr> <td style="text-align: center;">Y, Y, Y, Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Year	Quarter	Y, Y, Y, Y	Q				
Year	Quarter								
Y, Y, Y, Y	Q								
8 When did/will you first reach the 20 th week of employing 1 or more individuals for some portion of a day in each of 20 different weeks in the same calendar year? (indicate quarter as 1, 2, 3, 4) Exceptions: 10 or more individuals Agricultural; 4 or more individuals 501(c)(3) Non-Profit; not applicable to Domestic/Household.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Year</th> <th style="width: 50%;">Quarter</th> </tr> <tr> <td style="text-align: center;">Y, Y, Y, Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Year	Quarter	Y, Y, Y, Y	Q				
Year	Quarter								
Y, Y, Y, Y	Q								

SECTION F: Acquired Business Information

If you answered "Yes" to Section A, question 11, you must complete Section F.

1* Did you acquire or change all or part of an existing business? ☐ All ☐ Part	2* Date of Acquisition M, M D, D Y, Y, Y, Y	3* EIN of Business Under Previous Owner
4* Previous Owner's Telephone Number	5* Name of Business Under Previous Owner	6* Name of Previous Owner
7* Did you change the legal form of all or part of the Arizona operations of your existing business? (e.g., change from sole proprietor to corporation or etc.) ☐ All ☐ Part	8* Date of Change M, M D, D Y, Y, Y, Y	9* EIN of Previous Legal Form

SECTION G: AZTaxes.gov Security Administrator

Visit www.AZTaxes.gov (the Arizona Department of Revenue's online customer service center) to register for online services. The authorized individual will have full online access to transaction privilege, use, withholding and corporate tax account information and services. The authorized individual will be able to add or delete users and grant user privileges. Online services include viewing tax account information, filing tax returns, signing returns electronically with a Self-Select Personal Identification Number (PIN) and remitting tax payments.

SECTION H: Required Signatures

This application must be signed by either a sole owner, at least two partners, managing member or corporate officer legally responsible for the business, trustee or receiver or representative of an estate that has been listed in Section B.

1 Print or Type Name	2 Print or Type Name
Title	Title
Date	Date
Signature	Signature

This application must be completed, signed, and returned as provided by A.R.S. § 23-722.

Equal Opportunity Employer/Program
This application is available in alternative formats at Unemployment Insurance Tax Office.

**PLEASE COMPLETE SECTION I: STATE/COUNTY & CITY LICENSE FEE WORKSHEET
TO CALCULATE AND REMIT TOTAL AMOUNT DUE WITH THIS APPLICATION.**

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
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SECTION I: State/County & City License Fee WorksheetALL FEES ARE SUBJECT TO CHANGE. Check for updates at www.azdor.gov.To calculate **CITY FEE**: Multiply **No. of Locations** by the **License Fee** and enter sum in **License Subtotal**.

City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal
Apache Junction	AJ		\$2.00		Goodyear	GY		\$5.00		Sahuarita	SA		\$5.00	
Avondale	AV		\$0.00		Guadalupe	GU		\$2.00		San Luis	SU		\$2.00	
Benson	BS		\$5.00		Hayden	HY		\$5.00		Scottsdale	SC		\$50.00	
Bisbee	BB		\$1.00		Holbrook	HB		\$1.00		Sedona	SE		\$2.00	
Buckeye	BE		\$2.00		Huachuca City	HC		\$2.00		Show Low	SL		\$2.00	
Bullhead City	BH		\$2.00		Jerome	JO		\$2.00		Sierra Vista	SR		\$1.00	
Camp Verde	CE		\$2.00		Kearny	KN		\$2.00		Snowflake	SN		\$2.00	
Carefree	CA		\$10.00		Kingman	KM		\$2.00		Somerton	SO		\$2.00	
Casa Grande	CG		\$2.00		Lake Havasu	LH		\$5.00		South Tucson	ST		\$2.00	
Cave Creek	CK		\$20.00		Litchfield Park	LP		\$2.00		Springerville	SV		\$5.00	
Chandler	CH		\$2.00		Mammoth	MH		\$2.00		St. Johns	SJ		\$2.00	
Chino Valley	CV		\$2.00		Marana	MA		\$5.00		Star Valley	SY		\$2.00	
Clarkdale	CD		\$2.00		Maricopa	MP		\$2.00		Superior	SI		\$2.00	
Clifton	CF		\$2.00		Mesa	ME		\$20.00		Surprise	SP		\$10.00	
Colorado City	CC		\$2.00		Miami	MM		\$2.00		Taylor	TL		\$2.00	
Coolidge	CL		\$2.00		Nogales	NO		\$0.00		Tempe	TE		\$50.00	
Cottonwood	CW		\$2.00		Oro Valley	OR		\$12.00		Thatcher	TC		\$2.00	
Dewey/Humboldt	DH		\$2.00		Page	PG		\$2.00		Tolleson	TN		\$2.00	
Douglas	DL		\$5.00		Paradise Valley	PV		\$2.00		Tombstone	TS		\$1.00	
Duncan	DC		\$2.00		Parker	PK		\$2.00		Tucson	TU		\$20.00	
Eagar	EG		\$10.00		Patagonia	PA		\$0.00		Tusayan	TY		\$2.00	
El Mirage	EM		\$15.00		Payson	PS		\$2.00		Wellton	WT		\$2.00	
Eloy	EL		\$10.00		Peoria	PE		\$50.00		Wickenburg	WB		\$2.00	
Flagstaff	FS		\$20.00		Phoenix**	PX		\$50.00		Willcox	WC		\$1.00	
Florence	FL		\$2.00		Pima	PM		\$2.00		Williams	WL		\$2.00	
Fountain Hills	FH		\$2.00		Pinetop/Lakeside	PP		\$2.00		Winkelman	WM		\$2.00	
Fredonia	FD		\$10.00		Prescott	PR		\$5.00		Winslow	WS		\$10.00	
Gila Bend	GI		\$2.00		Prescott Valley	PL		\$2.00		Youngtown	YT		\$10.00	
Gilbert	GB		\$2.00		Quartzsite	QZ		\$2.00		Yuma	YM		\$2.00	
Glendale	GE		\$35.00		Queen Creek	QC		\$2.00						
Globe	GL		\$2.00		Safford	SF		\$2.00						
Subtotal City License Fees (column 1)				\$	Subtotal City License Fees (column 2)				\$	Subtotal City License Fees (column 3)				\$

AA TOTAL City License Fee(s) (column 1 + 2 + 3)..... \$

				No. of Loc's	Fee per Location	TOTAL
BB TOTAL State License Fee(s): Calculate by multiplying number of business locations by \$12.00					\$12.00	\$
Residential Rental License Fees - Only Chandler, Phoenix, and Scottsdale						
Multiply the number of units per locations by \$2.00 (\$50.00 Annual Cap per license).				No. of Units	No. of Loc's	City Fee
ONLY CHANDLER, PHOENIX, and SCOTTSDALE should use this section. DO NOT use the fee chart above to calculate license fees. The amount for each city CANNOT EXCEED \$50.00				Residential Rental License-Chandler		\$
				Residential Rental License-Phoenix		\$
				Residential Rental License-Scottsdale		\$
CC TOTAL City Residential Rental License Fees (Add Chandler, Phoenix, & Scottsdale).....						\$
DD TOTAL DUE (Add lines AA + BB + CC)						\$

- Make check payable to Arizona Department of Revenue.
- Include FEIN or SSN on payment.

- Do not send cash.
- License will not be issued without full payment of fee(s).

**If your only business is under Class 213, Commercial Lease, there is no license fee due.



ARIZONA DEPARTMENT OF REVENUE GENERAL INSTRUCTIONS FOR ARIZONA JOINT TAX APPLICATION (JT-1)

Online Application

Go to www.AZTaxes.gov

Notice for Construction Contractors: Due to bonding requirements, construction contractors are not permitted to license for transaction privilege tax online. For more information, please contact us.

Mailing Address

Arizona Department of Revenue
PO Box 29032
Phoenix, AZ 85038-9032

Customer Service Center Locations

8:00 a.m. - 5:00 p.m.
Monday through Friday
(except Arizona holidays)

Phoenix Office

1600 W Monroe
Phoenix, AZ 85007

Tucson Office

400 W Congress
Tucson, AZ 85701

7:00 a.m. - 6:00 p.m.
Monday through Thursday
8:00 a.m. - 12:00 p.m.
Friday
(except Arizona holidays)

Mesa Office

55 N Center
Mesa, AZ 85201

(This office does not handle billing or account disputes.)

Customer Service Telephone Numbers

Licensing for TPT, Withholding or Use Tax
(Arizona Department of Revenue)
(602) 255-3381

Unemployment Tax
(Arizona Department of
Economic Security)
(602) 771-6602

E-mail: uitstatus@azdes.gov

The Arizona Joint Tax Application (JT-1) is used to apply for Transaction Privilege Tax, Use Tax, and Employer Withholding and Unemployment Insurance. The Application is called "Joint" because it is used by both the Department of Revenue and Economic Security.

USE THIS APPLICATION TO:

- **License New Business:** If you are selling a product or engaging in a service subject to transaction privilege tax, you will most likely need to obtain the state transaction privilege tax license (TPT) license.
- **Change Ownership:** If acquiring or succeeding to all or part of an existing business or changing the legal form of your business (sole proprietorship to corporation, etc.).

IMPORTANT: To avoid delays in processing of your application, we recommend you read these instructions and refer to them as needed to ensure you have accurately entered all the required information. **This application must be completed, signed, and returned as provided by A.R.S. § 23-722.**

- Please read form instructions while completing the application. Additional information and forms are available at www.azdor.gov.
- Required information is designated with an asterisk (*).
- Please complete Section I: State/County & City License Fee Worksheet to calculate and remit **Total Amount Due** with this application.

When completing this form, please **print or type in black ink**. Legible applications are required for accurate processing. The following numbered instructions correspond to the numbers on the Form JT-1.

If you need to update a license, add a business location, get a copy of your license, or make other changes: Complete a Business Account Update form and include a State fee of \$12 per location and any applicable fees related to locations within the City/Town jurisdictions. Additional information and forms are available at www.azdor.gov.

Section A: BUSINESS INFORMATION

1. Provide your **Federal Employer Identification No.** (FEIN) or Social Security No. (SSN) if you are a sole proprietor without employees. Taxpayers are required to provide their taxpayer identification number (TIN) on all returns and documents. A TIN is defined as the federal employer identification number (EIN) or SSN, depending upon how income tax is reported. The EIN is required for all employers. A penalty of \$5 will be assessed by the Department of Revenue for each document filed without a TIN.

2. **License Type (Check all that apply):**

Transaction Privilege Tax (TPT): Anyone engaged in a business taxable under the TPT statutes must apply for a TPT License before engaging in business. For TPT, you are required to obtain and display a separate license certificate for each business or rental location. This may be accomplished in one of the following ways:

- Each location may be licensed as a separate business with a separate license number for purposes of reporting transaction privilege and use taxes individually. Therefore, a separate application is needed for each location.
- Multiple locations may be licensed under a consolidated license number, provided the ownership is the same, to allow filing of a single tax return. If applying for a new license, list the various business locations as instructed below. If already licensed and you are adding locations, **do not use this application to consolidate an existing license. Please submit a Business Account Update form, available at www.azdor.gov.**

Withholding & Unemployment Taxes: Employers paying wages or salaries to employees for services performed in the State must apply for a Withholding number & Unemployment number.

Use Tax: Out-of-state vendors (that is, vendors with no Arizona location) making direct sales into Arizona must obtain a Use Tax Registration Certificate. In-state business not required to be licensed in Arizona for TPT purposes, making out-of state purchases for their own use (and not for resale) must also obtain the Use Tax registration.

TPT for cities only: This type of license is needed if your business activity is subject to city TPT which is collected by the state, but the activity is not taxed at the state level.

3. **Type of Organization/Ownership:** Check as applicable. A corporation must provide the state and date of incorporation.
4. Provide the **Legal Business Name** or owner or corporation as listed in its articles of incorporation, or individual and spouse, or partners, or organization owning or controlling the business.
5. Provide the **Mailing Address** (number and street) where all correspondence is to be sent. You may use your

home address, corporate headquarters, or accounting firm's address, etc. If mailing address differs for licenses (for instance withholding and unemployment insurance), please send a cover letter with completed application to explain.

6. Provide the **Business Phone Number** including the area code.
7. Provide the **Email Address** for the business or contact person.
8. Provide the **Business Fax Number** including the area code.
9. Provide the **Description of Business** by describing the major taxable business activity, principle product you manufacture, commodity sold, or services performed. Your description of business is very important and **MUST** link to the appropriate **NAICS Code** and **Business Code**.
10. Provide all **North American Industries Classification System (NAICS) Code(s)** that apply. The NAICS is identified for your business, based on your major business activity, principle product you manufacture, commodity sold, or services performed. You must indicate at least one NAICS code. A current listing is available at www.azdor.gov.
11. If you acquired or changed the legal name of an existing business, you must complete Section F of this application. If you check NO, proceed to number 12.
12. If you are a construction contractor, read bonding requirements and submit the appropriate bonding paperwork with this application. If you check NO, proceed to number 13.
13. Provide the **Withholding Physical Location** of the business. This address cannot be a PO Box or Route Number.

Section B: IDENTIFICATION OF OWNERS, PARTNERS, CORPORATE OFFICERS, MEMBERS/ MANAGING MEMBERS OR OFFICIALS OF THIS EMPLOYING UNIT

Provide the full name, social security number and title of all Owners, Partners, Corporate Officers, Members/ Managing Members or Officials of the Employing Unit. If you need additional space, attach Additional Owners, Partners, Corporate Officer(s) Addendum available at www.azdor.gov. If the owner, partners, corporate officers or combination of partners or corporate officers, members and/ or managing members own more than 50% of, or control another business in Arizona, attach a list of the businesses, percentages owned and unemployment insurance account numbers or provide a General Disclosure/ Power of Attorney (Form 285) which must be filled out and signed by an authorized corporate officer.

Section C: TRANSACTION PRIVILEGE TAX (TPT)

1. Provide the **Date Business Started** in Arizona.
2. Provide the **Date Sales Began** in Arizona or estimate when you plan to begin selling in Arizona.
3. **Tax Liability:** Provide the amount of gross income you can reasonably expect to generate in your first twelve months of business. You will be set up for monthly filing unless your Estimated Tax Liability will result in a tax liability of less than \$8,000, which will require you to file quarterly.
4. Based on your tax liability, provide your filing frequency. If your total estimated annual combined Arizona, county and municipal TPT liability is:
 - Less than \$2,000, you may file and pay **annually**.
 - Between \$2,000 and \$8,000, you may file and pay **quarterly**.
 - Otherwise, your transaction privilege taxes are due **monthly**.
 If your business is **Seasonal** or you are a transient **vendor**, indicate the months in which you intend to do business in Arizona.
5. Indicate whether your business sells **tobacco products**. If you checked yes, check the box to indicate if you are a retailer or distributor of tobacco products.
6. **TPT Filing Method:** Check which filing method your business uses for determining tax liability. Cash basis requires the payment of tax based on sales receipts actually received during the period covered on the tax return. When filing under the accrual basis the tax is calculated on the sales billed rather than actual receipts.
7. If you sell new **Motor Vehicle Tires or Vehicles**, you must file the Motor Vehicle Waste Tire Fee form (TR-1) available at www.azdor.gov. Sellers of new motor vehicles and motor vehicle tires in the state, for on-road use, are required to report and pay a waste tire fee to the Department of Revenue.
8. through 9. **Tax Records Physical Location** indicate the physical address where your tax records are located. Include the contact person's name and phone number.

Section D: TRANSACTION PRIVILEGE TAX (TPT) PHYSICAL LOCATION

1. Provide the Business Name, "**Doing Business As**" (**DBA**). DBA is the name of a business other than the owner's name or, in the case of a corporation, a name that is different from the legal or true corporate name. If it is the same as the **Legal Business Name** enter "same".
2. Provide the **Business Phone Number** including the area code.
3. Provide the **Physical Location** of the business. This address cannot be a PO Box or Route Number. Provide:
 - County/Region
 - Residential Rentals ONLY - Number of Units
 - Reporting City, if different from the **Physical Location** city. For example, if the location for the listed address

is listed in an adjacent city, such as Scottsdale, but the location of the business is actually within the city of Phoenix. See "TPT Rate Look Up" on www.AZTaxes.gov.

4. Provide if your business is located on an Indian Reservation; provide the **Additional County/Region Indian Reservation Code(s)**. A current listing is available at www.azdor.gov.

Provide the **Business Code(s)** including all State and City Business Code(s) that apply; based on your major business activity, principle product you manufacture, commodity sold, or services performed. You must indicate at least one business code. A current listing is available at www.azdor.gov.

If you have more locations, attach Additional Business Locations form available at www.azdor.gov.

Section E: WITHHOLDING & UNEMPLOYMENT TAX APPLICANTS

1. Provide the **Date Employees First Hired** in Arizona.
2. If you are liable for Federal Unemployment Tax, check YES and enter the first year of liability.
3. If individuals in your business are performing services that are excluded from withholding or unemployment tax, check YES and describe the services these individuals are performing.
4. If your business has an IRS ruling that grants an exclusion from Federal Unemployment Tax, check YES and you must attach a copy of the Ruling Letter to this application.
5. If you have, or previously had an Arizona unemployment tax number, check YES and provide the business name you used and the unemployment number.
6. Provide the first calendar quarter Arizona employees were or will be hired and paid.
7. When do you anticipate or did you first pay a total of \$1,500 or more in gross wages in a calendar quarter? Indicate the year and quarter in which this occurred or will occur.
8. When do you anticipate or did you first reach the 20th week of employing 1 or more individuals for a full or partial day within the same calendar year? Indicate the year and quarter in which this occurred or will occur.

Section F: ACQUIRED BUSINESS INFORMATION

1. Did you acquire or change all or part of an existing business? If part, to obtain an unemployment tax rate based on the business's previous account, you must request it no later than 180 days after the date of acquisition or legal form of business change; contact the Unemployment Tax Office Experience Rating Unit for an Application & Agreement for Severable Portion Experience Rating Transfer (form UC-247; printable version available online at www.azui.com).

2. Provide the date you acquired the previous owner's business or changed the legal form of your existing business (sole proprietor to corporate, etc.).
3. through 6. Complete as indicated if you know the previous owner's information.
7. through 9. If you merely changed the legal form of your existing business, indicate whether or not you changed all or part of the business, the date of change and EIN of previous Legal Form of Business.

Section G: AZTAXES.GOV SECURITY ADMINISTRATOR

Visit www.AZTaxes.gov (the Arizona Department of Revenue's online customer service center) to register for online services. The authorized individual will have full online access to transaction privilege, use, withholding and corporate tax account information and services. The authorized individual will be able to add or delete users and grant user privileges. Online services include viewing tax account information, filing tax returns, signing returns electronically with a Self-Select Personal Identification Number (PIN) and remitting tax payments.

Section H: REQUIRED SIGNATURES

This application must be signed only by either a sole owner, at least two partners, managing member or corporate officer legally responsible for the business. This application CANNOT be signed by agents or representatives.

Section I: STATE/COUNTY & CITY LICENSE FEE WORKSHEET

There are no fees for Withholding/Unemployment Insurance, or Use Tax registrations. State license fees are calculated per business location. To calculate the city license fees, use the listing of cities on page 4, Section I of this application. City fees are subject to change. Check for updates at www.azdor.gov.

- AA: TOTAL City License Fees – To calculate the city fees, multiply No. of Locations in the city by the license fee and enter sum in Subtotal City License Fees. Then calculate and enter the sum of columns 1 + 2 + 3. If you have a location in Phoenix and the business is only under Class 213, Commercial Lease, there is no license fee due.
- BB: TOTAL State License Fees – To calculate the state fees, multiply the No. of locations in the state by \$12.
- CC: TOTAL City Residential Rental License Fee – USE THIS SECTION FOR CHANDLER, PHOENIX AND SCOTTSDALE ONLY. These cities WILL NOT use the larger fee chart. To calculate Residential Rental license fee, multiple the No. of units by the No. of locations by \$2.00 (\$50.00 Annual Cap per license). The amount for each city CANNOT EXCEED \$50.00.
- DD: TOTAL DUE – Add lines AA + BB + CC.

Please send your payment for this amount. Failure to include your payment with this application will result in a delay in processing your license. Licenses are not issued until all fees have been paid.

Make checks payable to the Arizona Department of Revenue. Be sure to return all pages of the application with your payment. Retain a copy of the application for your records.

- DO NOT SEND CASH
- Include your EIN or SSN on payment

State/County Business Codes					
Codes	Taxable Activities	Codes	Taxable Activities	Codes	Taxable Activities
002	Mining - Nonmetal	014	Personal Property Rental	051	Jet Fuel Use Tax
004	Utilities	015	Contracting - Prime	053/055	Rental Car Surcharge
005	Communications	017	Retail	129	Use Tax Direct Payments
006	Transporting	019	Severance -Metalliferous Mining	153	Rental Car Surcharge - Stadium
007	Private (Rail) Car	023	Recreational Vehicle Surcharge	315	MRRA Amount
008	Pipeline	025	Transient Lodging	911	911 Telecommunications
009	Publication	029	Use Tax Purchases	912	E911 Prepaid Wireless
010	Job Printing	030	Use Tax from Inventory		
011	Restaurants and Bars	033	Telecommunications Devices		
012	Amusement	041	Municipal Water		
013	Commercial Lease	049	Jet Fuel Tax		

City Business Codes					
Codes	Taxable Activities	Codes	Taxable Activities	Codes	Taxable Activities
004	Utilities	020	Timbering & Other Extraction	116	Feed Wholesale
005	Communications	027	Manufactured Buildings	144	Hotel/Motel (additional tax)
006	Transporting	029	Use Tax	213	Commercial Rental, Licensing for Use
009	Publication	030	Use Tax from Inventory	214	Rental, Leasing and Licensing for Use of Tangible Personal Property
010	Job Printing	037	Contracting - Owner Builder	244	Lodging-Extended Stay
011	Restaurants and Bars	040	Rental Occupancy	313	Commercial Lease (additional tax)
012	Amusement	044	Hotels	315	MRRA Amount
015	Contracting - Prime	045	Rental Residential		
016	Contracting Spec Builder	049	Jet Fuel Tax		
017	Retail	051	Jet Fuel Use		
018	Advertising	062	Retail Sales Food for Home Consumption		
019	Severance - Metalliferous Mining	111	Additional Restaurants & Bars		

NOTICE:

This *calculating* form only allows one Additional Page for each City and State. If you need more Additional Pages, please file the entire return on www.AZTaxes.gov.

Tips for Preparing Your Return

- Make sure that you type your license number on your return and it flows to each page.
- Fields that have a red border are required and the return will not print unless all are filled.
- Make sure you have the correct tax rates for the period you are completing.
- The tax rate should be expressed as a decimal. (For example, 6.3% = .063)
- Ensure we can read your return.

Before you mail in your return, make sure the following are entered and correct:

- License number
- Period beginning and end date
- The business and region codes are entered and correct
- Gross amounts and deduction codes are correct
- Please verify all information, sign the return, and mail to the correct address. You are responsible for the information printed on this return. Please double check the data to ensure it is correct.

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)**Arizona Department of Revenue**

PO Box 29010 - Phoenix, AZ 85038-9010

For assistance out of state or in the Phoenix area: (602) 255-3381 or
Statewide, toll free area codes 520 and 928: (800) 352-4090

USE BLACK INK ONLY



TPT-2 return is due the 20th day of the month following the month in which the transactions were conducted.

TAXPAYER IDENTIFICATION NUMBER		☐ SSN	☐ EIN
LICENSE NUMBER			
PERIOD BEGINNING (MMDDYYYY)		PERIOD ENDING (MMDDYYYY)	
REVENUE USE ONLY. DO NOT MARK IN THIS AREA			
POSTMARK DATE		RECEIVED DATE	

TAXPAYER INFORMATION☐ AMENDED RETURN☐ FINAL RETURN
(Cancel License)☐ CHECK HERE AND SIGN BELOW IF YOU HAVE NO GROSS RECEIPTS TO REPORT

BUSINESS NAME	
C/O	
MAILING ADDRESS	
CITY	STATE ZIP CODE
☐ ADDRESS CHANGED (MAILING ADDRESS ONLY)	BUSINESS PHONE NUMBER

AA	NET AZ/COUNTY TAX (PAGE 2, LINE MM, COLUMN (M)).....	0.00
BB	NET CITY TAX (PAGE 3, LINE RR, COLUMN (M)).....	0.00
CC	NET TAX DUE ON THIS RETURN (LINE AA + LINE BB = LINE CC).....	0.00
DD	TPT ESTIMATED PAYMENTS TO BE USED ON THIS RETURN (JUNE RETURN ONLY, DUE IN JULY).....	
EE	TAX DUE NET OF TPT ESTIMATED PAYMENTS (LINE CC - LINE DD = LINE EE).....	0.00
FF	TOTAL AMOUNT REMITTED WITH THIS RETURN.....	\$

NOTE: A TRANSACTION DETAIL PAGE IS REQUIRED OR THE RETURN WILL NOT PROCESS CORRECTLY AND PENALTIES MAY APPLY.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

☐ The taxpayer designates the individual listed below as the person to contact to schedule an audit of this return and authorizes the disclosure of confidential information to this individual.

TAXPAYER PRINTED NAME		PAID PREPARER'S PRINTED NAME (OTHER THAN TAXPAYER)		PAID PREPARER'S TIN	
TAXPAYER SIGNATURE		DATE			
TAXPAYER PHONE NO.	TITLE	PAID PREPARER'S SIGNATURE (OTHER THAN TAXPAYER)		PAID PREPARER'S PHONE	

PLEASE MAKE CHECK PAYABLE TO ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)

LICENSE NUMBER: _____

PAGE 2 OF _____

STATE (AZ) /COUNTY TRANSACTION DETAIL(See Table 1 on the Tax Rate Table, www.azdor.gov)

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
	REG. CODE	NAME OF REGION	BUS. CODE	DESC. OF BUS. ACTIVITY	GROSS RECEIPTS	DEDUCTIONS FROM SCHEDULE A	(F) - (G) = (H) NET TAXABLE	AZ / COUNTY TAX RATE	(H) X (I) = (J) TOTAL TAX	ACCTNG CREDIT RATE	(H) X (K) = (L) ACCOUNTING CREDIT	(J) - (L) = (M) AZ/COUNTY TAX DUE
1							0.00		0.00		0.00	0.00
2							0.00		0.00		0.00	0.00
3							0.00		0.00		0.00	0.00
4							0.00		0.00		0.00	0.00
5							0.00		0.00		0.00	0.00
6							0.00		0.00		0.00	0.00
7							0.00		0.00		0.00	0.00
8							0.00		0.00		0.00	0.00
9							0.00		0.00		0.00	0.00
10							0.00		0.00		0.00	0.00
11							0.00		0.00		0.00	0.00
12							0.00		0.00		0.00	0.00
13							0.00		0.00		0.00	0.00
14							0.00		0.00		0.00	0.00
15							0.00		0.00		0.00	0.00
16							0.00		0.00		0.00	0.00
17							0.00		0.00		0.00	0.00
18							0.00		0.00		0.00	0.00
19							0.00		0.00		0.00	0.00
20							0.00		0.00		0.00	0.00
21							0.00		0.00		0.00	0.00
22							0.00		0.00		0.00	0.00
23							0.00		0.00		0.00	0.00
24							0.00		0.00		0.00	0.00
25							0.00		0.00		0.00	0.00
GG SUBTOTAL							0.00		0.00		0.00	0.00
HH TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S)							0.00		0.00		0.00	0.00
II TOTAL (LINE GG + LINE HH = LINE II)					\$ 0.00	0.00	0.00		0.00		0.00	0.00
JJ EXCESS TAX COLLECTED												\$
KK EXCESS TAX ACCOUNTING CREDIT: (SEE INSTRUCTIONS)												\$
LL NET AZ/COUNTY EXCESS TAX COLLECTED (LINE JJ, COLUMN (M) - LINE KK, COLUMN (M))												\$ 0.00
MM NET AZ/COUNTY TAX (LINE II, COLUMN (M) + LINE LL, COLUMN (M))												\$ 0.00



TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)

LICENSE NUMBER: _____

PAGE 3 OF _____

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE	
1							0.00		0.00			0.00	
2							0.00		0.00			0.00	
3							0.00		0.00			0.00	
4							0.00		0.00			0.00	
5							0.00		0.00			0.00	
6							0.00		0.00			0.00	
7							0.00		0.00			0.00	
8							0.00		0.00			0.00	
9							0.00		0.00			0.00	
10							0.00		0.00			0.00	
11							0.00		0.00			0.00	
12							0.00		0.00			0.00	
13							0.00		0.00			0.00	
14							0.00		0.00			0.00	
15							0.00		0.00			0.00	
16							0.00		0.00			0.00	
17							0.00		0.00			0.00	
18							0.00		0.00			0.00	
19							0.00		0.00			0.00	
20							0.00		0.00			0.00	
21							0.00		0.00			0.00	
22							0.00		0.00			0.00	
23							0.00		0.00			0.00	
24							0.00		0.00			0.00	
25							0.00		0.00			0.00	
NN CITY SUBTOTAL							0.00		0.00			0.00	
OO CITY SUBTOTALS FROM ADDITIONAL CITY PAGE(S)							0.00		0.00			0.00	
PP CITY TOTAL (LINE NN + LINE OO = LINE PP)					\$	0.00	0.00		0.00		0.00	0.00	
QQ CITY EXCESS TAX COLLECTED												\$	
RR NET CITY TAX (LINE PP, COLUMN (M) + LINE QQ, COLUMN (M))												\$	0.00



TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

LICENSE NUMBER: _____

PAGE 2A OF _____

STATE (AZ) /COUNTY TRANSACTION DETAIL(See Table 1 on the Tax Rate Table, www.azdor.gov)

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
	REG. CODE	NAME OF REGION	BUS. CODE	DESC. OF BUS. ACTIVITY	GROSS RECEIPTS	DEDUCTIONS FROM SCHEDULE A	(F) - (G) = (H) NET TAXABLE	AZ / COUNTY TAX RATE	(H) X (I) = (J) TOTAL TAX	ACCTNG CREDIT RATE	(H) X (K) = (L) ACCOUNTING CREDIT	(J) - (L) = (M) AZ/COUNTY TAX DUE
1							0.00		0.00		0.00	0.00
2							0.00		0.00		0.00	0.00
3							0.00		0.00		0.00	0.00
4							0.00		0.00		0.00	0.00
5							0.00		0.00		0.00	0.00
6							0.00		0.00		0.00	0.00
7							0.00		0.00		0.00	0.00
8							0.00		0.00		0.00	0.00
9							0.00		0.00		0.00	0.00
10							0.00		0.00		0.00	0.00
11							0.00		0.00		0.00	0.00
12							0.00		0.00		0.00	0.00
13							0.00		0.00		0.00	0.00
14							0.00		0.00		0.00	0.00
15							0.00		0.00		0.00	0.00
16							0.00		0.00		0.00	0.00
17							0.00		0.00		0.00	0.00
18							0.00		0.00		0.00	0.00
19							0.00		0.00		0.00	0.00
20							0.00		0.00		0.00	0.00
21							0.00		0.00		0.00	0.00
22							0.00		0.00		0.00	0.00
23							0.00		0.00		0.00	0.00
24							0.00		0.00		0.00	0.00
25							0.00		0.00		0.00	0.00
AZ/COUNTY SUBTOTAL ...					\$		0.00		0.00		0.00	0.00



ADD SUBTOTALS OF AZ/COUNTY ADDITIONAL TRANSACTIONS TO THE 2ND PAGE OF RETURN

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

LICENSE NUMBER: _____

PAGE 3A OF _____

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE
1							0.00		0.00			0.00
2							0.00		0.00			0.00
3							0.00		0.00			0.00
4							0.00		0.00			0.00
5							0.00		0.00			0.00
6							0.00		0.00			0.00
7							0.00		0.00			0.00
8							0.00		0.00			0.00
9							0.00		0.00			0.00
10							0.00		0.00			0.00
11							0.00		0.00			0.00
12							0.00		0.00			0.00
13							0.00		0.00			0.00
14							0.00		0.00			0.00
15							0.00		0.00			0.00
16							0.00		0.00			0.00
17							0.00		0.00			0.00
18							0.00		0.00			0.00
19							0.00		0.00			0.00
20							0.00		0.00			0.00
21							0.00		0.00			0.00
22							0.00		0.00			0.00
23							0.00		0.00			0.00
24							0.00		0.00			0.00
25							0.00		0.00			0.00
CITY SUBTOTAL					\$		0.00		0.00			0.00



ADD SUBTOTALS OF CITY ADDITIONAL TRANSACTIONS TO THE 3RD PAGE OF RETURN

**TPT-2 – SCHEDULE A DEDUCTIONS – STATE/COUNTY
TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX**

LICENSE NUMBER: _____

Page ____ of ____

STATE (AZ) /COUNTY DEDUCTIONS DETAIL

	(A)	(B) REGION CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					\$	
2					\$	
3					\$	
4					\$	
5					\$	
6					\$	
7					\$	
8					\$	
9					\$	
10					\$	
11					\$	
12					\$	
13					\$	
14					\$	
15					\$	
16					\$	
17					\$	
18					\$	
19					\$	
20					\$	
21					\$	
22					\$	
23					\$	
24					\$	
25					\$	
26					\$	
27					\$	
28					\$	
29					\$	
30					\$	
31					\$	
32					\$	
33					\$	
34					\$	
35					\$	
AA SUBTOTAL OF DEDUCTIONS					\$	
BB DEDUCTION TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S) ...					\$	
CC TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC)					\$	0.00

TOTAL MUST EQUAL TOTAL ON PAGE 2, LINE II, COLUMN G



**TPT-2 – SCHEDULE A DEDUCTIONS – CITY
TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX**

LICENSE NUMBER: _____

Page ____ of ____

CITY DEDUCTIONS DETAIL

	(A) LOCATION CODE	(B) CITY CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					\$	
2					\$	
3					\$	
4					\$	
5					\$	
6					\$	
7					\$	
8					\$	
9					\$	
10					\$	
11					\$	
12					\$	
13					\$	
14					\$	
15					\$	
16					\$	
17					\$	
18					\$	
19					\$	
20					\$	
21					\$	
22					\$	
23					\$	
24					\$	
25					\$	
26					\$	
27					\$	
28					\$	
29					\$	
30					\$	
31					\$	
32					\$	
33					\$	
34					\$	
35					\$	
AA SUBTOTAL OF DEDUCTIONS					\$	
BB DEDUCTION TOTALS FROM ADDITIONAL CITY PAGE(S)					\$	
CC TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC)					\$	0.00

TOTAL MUST EQUAL TOTAL ON PAGE 3, LINE PP, COLUMN G



TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-EZ)**Arizona Department of Revenue**

PO Box 29010 - Phoenix, AZ 85038-9010

For assistance out of state or in the Phoenix area: (602) 255-3381 or
Statewide, toll free area codes 520 and 928: (800) 352-4090**Form TPT-EZ is for filing
periods beginning on or
after June 1, 2016.****TPT-EZ return is due the 20th day of the month following
the month in which the transactions were conducted****TAXPAYER INFORMATION**
☐ AMENDED RETURN
 ☐ FINAL RETURN
(Cancel License)
 ☐ CHECK HERE AND SIGN BELOW IF YOU
HAVE NO GROSS RECEIPTS TO REPORT

BUSINESS NAME		
C/O		
MAILING ADDRESS		
CITY	STATE	ZIP CODE
☐ ADDRESS CHANGED (MAILING ADDRESS ONLY)		BUSINESS PHONE NUMBER

TAXPAYER IDENTIFICATION NUMBER ☐ SSN ☐ EIN	
LICENSE NUMBER	
PERIOD BEGINNING M M D D Y Y Y Y	PERIOD ENDING M M D D Y Y Y Y
REVENUE USE ONLY. DO NOT MARK IN THIS AREA	
POSTMARK DATE	RECEIVED DATE

AA	NET AZ/COUNTY TAX (PAGE 2, LINE 7, COLUMN (M)).....	AA	
A1	STATE EXCESS TAX COLLECT	A1	
A2	EXCESS TAX ACCOUNTING CREDIT	A2	
A3	SUBTOTAL (LINE AA + A1 - A2 = NET/AZ COUNTY TAX)	A3	
BB	NET CITY TAX (PAGE 2, LINE 14, COLUMN (M)).....	BB	
B1	CITY EXCESS TAX COLLECTED	B1	
B2	SUBTOTAL (LINE BB + B1 = NET CITY TAX)	B2	
CC	NET TAX DUE ON THIS RETURN (LINE A3 + LINE B2 = LINE CC).....	CC	
DD	TPT ESTIMATED PAYMENTS TO BE USED ON THIS RETURN (JUNE RETURN ONLY, DUE IN JULY)	DD	
EE	TAX DUE NET OF TPT ESTIMATED PAYMENTS (LINE CC - LINE DD = LINE EE).....	EE	
FF	TOTAL AMOUNT REMITTED WITH THIS RETURN.....	FF	\$

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

☐ The taxpayer designates the individual listed below as the person to contact to schedule an audit of this return and authorizes the disclosure of confidential information to this individual.

TAXPAYER PRINTED NAME _____

PAID PREPARER'S PRINTED NAME (OTHER THAN TAXPAYER) _____

PAID PREPARER'S TIN _____

TAXPAYER SIGNATURE _____

DATE _____

TAXPAYER PHONE NO. _____

TITLE _____

PAID PREPARER'S SIGNATURE (OTHER THAN TAXPAYER) _____

PAID PREPARER'S PHONE _____

PLEASE MAKE CHECK PAYABLE TO: ARIZONA DEPARTMENT OF REVENUE

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
	REG. CODE	NAME OF REGION	BUS. CODE	DESC. OF BUS. ACTIVITY	GROSS RECEIPTS	DEDUCTIONS FROM SCHEDULE A	(F) - (G) = (H) NET TAXABLE	AZ / COUNTY TAX RATE	(H) X (I) = (J) TOTAL TAX	ACCTNG CREDIT RATE	(H) X (K) = (L) ACCOUNTING CREDIT	(J) - (L) = (M) AZ/COUNTY TAX DUE
1												
2												
3												
4												
5												
6												
7	AZ/COUNTY SUBTOTAL (AMOUNT IN COLUMN M, MUST EQUAL PAGE 1, LINE AA)											

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
LOC. CODE	CITY CODE	NAME OF CITY	BUS. CODE	DESC. OF BUS. ACTIVITY	GROSS RECEIPTS	DEDUCTIONS FROM SCHEDULE A	(F) - (G) = (H) NET TAXABLE	CITY TAX RATE	(H) X (I) = (J) TOTAL TAX		CITY CREDIT	(J) - (L) = (M) CITY TAX DUE
8												
9												
10												
11												
12												
13												
14	CITY SUBTOTAL (AMOUNT IN COLUMN M, MUST EQUAL PAGE 1, LINE BB).....											

NOTE: The deduction amounts that have been listed on the lines in column G must be itemized by category for each region code and business code reported.
The total of the amounts listed in Schedule A must equal the total of the Deduction Amounts listed in column G.

SCHEDULE A - DEDUCTION DETAIL INFORMATION
STATE (AZ) /COUNTY DEDUCTIONS DETAIL

(A)	(B)	(C)	(D)	(E)	(F)
	REGION CODE	BUS. CODE	DEDUCTION CODE	DEDUCTION AMOUNT	DESCRIPTION OF DEDUCTION CODE
1				\$	
2				\$	
3				\$	
4				\$	
5				\$	
6	AZ/COUNTY TOTAL DEDUCTIONS			\$	

TOTAL MUST EQUAL TOTAL ON PAGE 2, LINE 7, COLUMN G

SCHEDULE A - DEDUCTION DETAIL INFORMATION
CITY DEDUCTIONS DETAIL

(A)	(B)	(C)	(D)	(E)	(F)
LOC. CODE	CITY CODE	BUS. CODE	DEDUCTION CODE	DEDUCTION AMOUNT	DESCRIPTION OF DEDUCTION CODE
8				\$	
9				\$	
10				\$	
11				\$	
12				\$	
13	CITY TOTAL DEDUCTIONS			\$	

TOTAL MUST EQUAL TOTAL ON PAGE 2, LINE 14, COLUMN G



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. D.

Meeting Date: 12/13/2023

Department Head: Nigel Reynoso, Administrative Lieutenant, Police Department

Submitted By: Michelle Boucher, Police Administrator, Police Department

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2023-16. 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 2024-AL-029, 2024-OP-018, and 2024-PTS-057 between the City of San Luis, Arizona through the San Luis Police Department and the Arizona Governor's Office of Highway Safety. **(Nigel Reynoso, Acting Chief of Police)**

SUMMARY:

The City of San Luis Police Department (SLPD) has been awarded a total of **\$50,000.00** to support additional materials, training, 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 **\$20,000 .00** for the Impaired Driver/DUI Alcohol Enforcement project under Contract No. 2024-AL-029 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 **\$5,000.00** for the Occupant Protection Awareness and Education Materials & Supplies project under Contract No. 2024-OP-018 to assist with providing car seats and training to the public.

The SLPD has been awarded **\$25,000.00** for the STEP/Selective Traffic Enforcement Project under Contract No. 2024-PTS-057 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. 2023-16.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:

Yes

CITY/STATE/FEDERAL FUNDS:

State

TOTAL:

\$25,000.00

BUDGETED AMOUNT: \$25,000.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 250-181-50010.189 Special
Rev.- Public Safety, PD -
Overtime - GOHS - STEP -
2024-PTS-057 \$25,000.00

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

The SLPD received a total of \$25,000 in overtime and employee related expenses from the GOHS for FY24 under the STEP project.

GOHS 2024-PTS-057

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: State
TOTAL: \$20,000.00
BUDGETED AMOUNT: \$20,000.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 250-181-50010.187 Special
Rev - Public Safety,
PD-Overtime-GOHS-DUI-
2024-AL-029 \$20,000.00

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

The SLPD received a total of \$20,000.00 in overtime, and employee-related expenses from the GOHS for FY24 under the DUI project.

GOHS 2024-AL-029

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: State
TOTAL: \$5,000.00
BUDGETED AMOUNT: \$5,000.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 250-181-60035.188 Special
Rev - Public Safety, PD -
Minor Tools/Equip Supplies -
GOHS - 2024-OP-018

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

The SLPD received a total of \$5,000.00 in Occupant Protection Awareness and Education Materials & Supplies from the GOHS for FY24 under the OP project.

GOHS 2024-OP-018

Attachments

2024-OP-018 Contract
2024-PTS-057 Contract
2024-AL-029 Contract



Order

No. 2023-16

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 2024-AL-029, 2024-PTS-057 & 2024-OP-018 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/Impaired Driving Enforcement 2024-AL-029, and STEP Enforcement 2024-PTS-057 and 2024-OP-018 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 December 2023.

Neives Reidel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City
Attorney

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

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

FAIN: 69A37524300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY San Luis Police Department	GOHS GRANT NUMBER: 2024-OP-018	
ADDRESS 1030 E Union St San Luis, AZ 85349	PROGRAM AREA: 402-OP	
2. GOVERNMENTAL UNIT City of San Luis Police Department	AGENCY CONTACT: Nigel Reynoso	
ADDRESS 1030 E Union St San Luis, AZ 85349	3. PROJECT TITLE: Occupant Protection Enforcement Related Materials and Supplies (Car seats)	
4. GUIDELINES: 402–Occupant Protection (OP)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Materials and Supplies: Car seats to enhance Occupant Protection Enforcement throughout the City of San Luis Police Department.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2024	
I. Personnel Services	\$0.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$5,000.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$5,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2024
CURRENT GRANT PERIOD	FROM: 10-01-2023	TO: 09-30-2024
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$5,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant.		

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

Number of sworn officers: 45

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

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

	2021	2020	2019
Total Crashes	340	280	330
Total Injury Crashes	60	56	71
Total Fatal Crashes	1	1	1
Total Impaired-related Crashes	12	10	7
Total Impaired-related Serious Injuries	0	0	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	26	16	34
Total Speed-related Serious Injuries	1	2	1
Total Speed-related Fatalities	1	1	0

The data above represents: County ☒ City/Town ☒

Agency Problem/Attempts to Solve Problem:

In the City of San Luis, Arizona, it is a border city next to Mexico. The city has a population of approximately 38,000 to 40,000, and approximately 20,000 people cross through the city and Mexico on a daily basis. The community has had issues with impaired drivers, aggressive drivers, and drivers that have violated booster seat laws, speeding, and criminal speeding laws. In most recent July-September 2023 quarterly report, the following were the most significant stats: 15 DUI, 1 Aggravated-DUI, 7 Extreme DUIs, 5 criminal speed violations, 2 seat belt violations, 248 speed violations, and 508 other traffic violations. As a result of the rapidly growing population, traffic law violations increased along the two main corridors of ingress and egress, which are Highway 95 and I-195, on Main Street, Cesar Chavez Boulevard, Avenue E, Avenue F, County 22nd Street, County 24th Street, as well as all residential streets. These types of traffic violations occur throughout the day, but mostly, officers deal with these violations during night shift hours and weekends. The programs the agency has taken advantage of and continue to deploy are the STEP and DUI. The needs increase as the City of San Luis rapidly grows.

Agency Funding:

Federal 402 funds will support Materials and Supplies: Car seats to enhance Occupant Protection Enforcement throughout the City of San Luis Police.

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 Occupant Protection (OP). The SLPD would like to reduce the infant and toddler deaths and injuries in Arizona by educating the public on the effectiveness of continuous and proper use of child safety seats. The San Luis Police Department is requesting funding for the purchase of car seats, which would be used to replace car seats, as needed, to community members during quarterly inspections conducted by PD certified technicians.

PROGRAM MEASURES:**Agency Goals:**

To decrease unrestrained occupant fatalities 0% from 0 in calendar year 2022 to 0 by December 31, 2024.

To decrease unrestrained occupant serious injuries 0% from 0 in calendar year 2022 to 0 by December 31, 2024.

Program Objectives:

To increase seatbelt citations 0 % from 0 during calendar year 2022 to 0 during FFY 2024.

To increase child safety seat citations 100 % from 2 during calendar year 2022 to 0 during FFY 2024.

Conduct/participate in 8 occupant restraint outreach/educational events each quarter during FFY 2024.

Additional Program Objectives:

1. The goal for the San Luis Police Department by the end of FFY 2024, is to help the community to properly use child safety seats. They will learn about the effects of collisions without a proper car seat.
2. The types of dynamics of a child safety seat, and more importantly, they will learn how to install and use their seats correctly in their vehicle.

GOALS/OBJECTIVES:

Federal 402 funds will support Materials and Supplies: Car seats to enhance Occupant Protection Enforcement throughout the City of San Luis Police Department.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Occupant Protection Program goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program goal is to improve the use of seatbelts and child safety seats to reduce the number of fatalities and injuries due to vehicular crashes 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 Occupant Protection 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:

Materials and Supplies - To purchase/procure the following Materials and Supplies for Occupant Protection Enforcement Activities: Car seats

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. 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 Grant agreement 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 Grant agreement. Substantiation of costs shall, where possible, be made utilizing the San Luis Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2023)	January 30, 2024
2nd Quarterly Report and RCI (January 1 to March 31, 2024)	April 20, 2024
3rd Quarterly Report and RCI (April 1 to June 30, 2024)	July 20, 2024
4th Quarterly Report and RCI (July 1 to September 30, 2024)	October 15, 2024
Final Statement of Accomplishments	October 15, 2024

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 Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Miguel A. Alvarez, Interim 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 will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program 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 grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program 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 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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
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 the grant agreement including, but not limited to the Grant Agreement: 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 Grant agreement, 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 Grant agreement, 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. Granted 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 grant agreement 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 grant agreement.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies (Car seats)	\$5,000.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$5,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of \$5,000.00.

CERTIFICATIONS AND AGREEMENTS

This Grant Agreement, 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 Grant Agreement, 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 Grant agreement.
- 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 Grant agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant agreement 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 Grant agreement.
- 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 Grant agreement ceases to be used in the manner as set forth by this Grant agreement. 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 Grant agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant agreement 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 Grant agreement.

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 Grant agreement 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 Grant agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant agreement, unless otherwise provided for elsewhere in this Grant agreement, 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 Grant agreement.

B. The provisions of subparagraph A apply whether or not the project granted 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 Grant agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant 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/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant 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 Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- 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 Grant Agreement. 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 Grant Agreements.

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 agreement 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 Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement and proceed to close said operations under the Grant Agreement.
- 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 Grant Agreement 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 Grant Agreement 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/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

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

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/Grant Agreement 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 Grant Agreement 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 Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement 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 Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds

which would duplicate or overlap work described in the Grant Agreement 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: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. 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.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

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 or 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.

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:

Nigel Reynoso, Acting Chief of Police
San Luis Police Department

Date

Telephone

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

Jenny Torres, Acting City Manager
City of San Luis

Date

Telephone

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

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

FAIN: 69A37524300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY San Luis Police Department	GOHS GRANT NUMBER: 2024-PTS-057	
ADDRESS 1030 E Union St San Luis, AZ 85349	PROGRAM AREA: 402-PTS	
2. GOVERNMENTAL UNIT City of San Luis Police Department	AGENCY CONTACT: Nigel Reynoso	
ADDRESS 1030 E Union St San Luis, AZ 85349	3. PROJECT TITLE: STEP Enforcement	
4. GUIDELINES: 402–Police Traffic Services (PTS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of San Luis.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2024	
I. Personnel Services	\$17,857.00	
II. Employee Related Expenses (40%)	\$7,143.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$25,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2024
CURRENT GRANT PERIOD	FROM: 10-01-2023	TO: 09-30-2024
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$25,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.		

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

Number of sworn officers: 45

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

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

	2021	2020	2019
Total Crashes	340	280	330
Total Injury Crashes	60	56	71
Total Fatal Crashes	1	1	1
Total Impaired-related Crashes	12	10	7
Total Impaired-related Serious Injuries	0	0	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	26	16	34
Total Speed-related Serious Injuries	1	2	1
Total Speed-related Fatalities	1	1	0

The data above represents: County ☒ City/Town ☒

Agency Problem/Attempts to Solve Problem:

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). The SLPD will attempt to increase its apprehension of aggressive drivers during the grant period. Funding for the SLPD STEP will aid the department in enforcing Arizona Revised Statutes Title 28 laws and local impaired driving ordinances and reducing accidents in targeted areas. The program will significantly reduce accidents and fatalities and increase the community's awareness about the dangers of speeding and aggressive driving.

Agency Funding:

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

How Agency Will Solve Problem with Funding:

As Arizona's largest U.S. Port of Entry City, the San Luis Police Department seeks funds from the Governor's Office of Highway Safety to support the FFY 2024 SLPD Selective Traffic Enforcement Program (STEP). The San Luis Police Department comprises 45 sworn police officers complemented by twenty-one civilian personnel serving the San Luis border city to San Luis Rio Colorado, Sonora, Mexico. The city has two major highways that permit access to several unpaved county and desert roads that allow motor vehicle access to local businesses and residential areas. Highway (HWY) 95 is a heavy-traffic area that consists of a four-lane highway. HWY 95 is one of the two primary routes for motorists in and out of the city. Highway 95 has heavy traffic in the early and late evening hours. The highway's heavy traffic flow conditions make driving conditions very dangerous for drivers traveling at high speeds in an area surrounded by residential and business districts and agricultural fields. By having more visible patrols in this area, the agency plans to deter daily unsafe and aggressive driving practices.

PROGRAM MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 30% from 24 during calendar year 2022 to 17 by December 31, 2024.

To decrease the number of serious injuries in speeding-related crashes 100% from 1 in calendar year 2022 to 0 by December 31, 2024.

To decrease the number of fatalities in speeding-related crashes 100% from 1 in calendar year 2022 to 0 by December 31, 2024.

Program Objectives:

To increase the number of speeding and aggressive driving citations 100% from 1 during Calendar Year 2022 to 0 during FFY 2024.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2024.

Additional Program 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), and Employee Related Expenses 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

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. 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 Grant agreement 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 Grant agreement. 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 the grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2023)	January 30, 2024
2nd Quarterly Report and RCI (January 1 to March 31, 2024)	April 20, 2024
3rd Quarterly Report and RCI (April 1 to June 30, 2024)	July 20, 2024
4th Quarterly Report and RCI (July 1 to September 30, 2024)	October 15, 2024
Final Statement of Accomplishments	October 15, 2024

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:

Miguel A. Alvarez, Interim 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 will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program 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 grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program 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 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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
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 the grant agreement including, but not limited to the Grant Agreement: 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 Grant agreement, 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 Grant agreement, 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. Granted 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 granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement 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 grant agreement.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$17,857.00
II.	Employee Related Expenses (ERE) (40%)	\$7,143.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$25,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of \$25,000.00.

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

Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI 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 GRANT AGREEMENT, 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 Grant Agreement, 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 Grant agreement.
- 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 Grant agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant agreement 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 Grant agreement.
- 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 Grant agreement ceases to be used in the manner as set forth by this Grant agreement. 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 Grant agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant agreement 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 Grant agreement.

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 Grant agreement 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 Grant agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant agreement, unless otherwise provided for elsewhere in this Grant agreement, 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 Grant agreement.

B. The provisions of subparagraph A apply whether or not the project granted 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 Grant agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant 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/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant 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 Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- 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 Grant Agreement. 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 Grant Agreements.

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 agreement 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 Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement and proceed to close said operations under the Grant Agreement.
- 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 Grant Agreement 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 Grant Agreement 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/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

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

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/Grant Agreement 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 Grant Agreement 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 Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement 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 Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds

which would duplicate or overlap work described in the Grant Agreement 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: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. 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.

Certification on Conflict of Interest*General Requirements*

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

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 or 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.

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:

Nigel Reynoso, Acting Chief of Police
San Luis Police Department

Date

Telephone

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

Jenny Torres, Acting City Manager
City of San Luis

Date

Telephone

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

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

FAIN: 69A37524300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY San Luis Police Department	GOHS GRANT NUMBER: 2024-AL-029	
ADDRESS 1030 E Union St San Luis, AZ 85349	PROGRAM AREA: 402-AL	
2. GOVERNMENTAL UNIT City of San Luis Police Department	AGENCY CONTACT: Nigel Reynoso	
ADDRESS 1030 E Union St San Luis, AZ 85349	3. PROJECT TITLE: DUI/Impaired Driving Enforcement	
4. GUIDELINES: 402-Alcohol (AL)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of San Luis.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2024	
I. Personnel Services	\$14,286.00	
II. Employee Related Expenses (39.99%)	\$5,714.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$20,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2024
CURRENT GRANT PERIOD	FROM: 10-01-2023	TO: 09-30-2024
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$20,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.		

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

Number of sworn officers: 45

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

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

	2021	2020	2019
Total Crashes	340	280	330
Total Injury Crashes	60	56	71
Total Fatal Crashes	1	1	1
Total Impaired-related Crashes	12	10	7
Total Impaired-related Serious Injuries	0	0	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	26	16	34
Total Speed-related Serious Injuries	1	2	1
Total Speed-related Fatalities	1	1	0

The data above represents: County ☒ City/Town ☒

Agency Problem/Attempts to Solve Problem:

As Arizona's largest U.S. Port of Entry City, the San Luis Police Department seeks funds from the Governor's Office of Highway Safety to support the FFY 2024 SLPD Impaired Driving. The San Luis Police Department is staffed with 45 sworn police officers, complemented by twenty-one civilian personnel serving the San Luis border city to San Luis Rio Colorado, Sonora, Mexico. The city has two major highways that permit access to several unpaved county and desert roads that allow motor vehicle access to 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.

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 simultaneously 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.

PROGRAM MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 50% from 8 during calendar year 2022 to 4 by December 31, 2024.

To decrease the number of serious injuries in impaired driving-related crashes 100% from 0 in calendar year 2022 to 0 by December 31, 2024.

To decrease the number of fatalities in impaired driving-related crashes 100 % from 0 in calendar year 2022 to 0 by December 31, 2024.

Program Objectives:

To participate in a minimum of 4 DUI saturation patrols per quarter during FFY 2024.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2024.

Additional Program Objectives:

1. SLPD goal and objective #1 will be to increase DUI arrests 30% above 2022 base year average of 96 to 125 by the end of FFY 2024
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 2024.

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2023)	January 30, 2024
2nd Quarterly Report and RCI (January 1 to March 31, 2024)	April 20, 2024
3rd Quarterly Report and RCI (April 1 to June 30, 2024)	July 20, 2024
4th Quarterly Report and RCI (July 1 to September 30, 2024)	October 15, 2024
Final Statement of Accomplishments	October 15, 2024

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 Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Miguel A. Alvarez, Interim 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 will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program 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 grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program 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 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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
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 the grant agreement including, but not limited to the Grant Agreement: 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 Grant agreement, 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 Grant agreement, 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. Granted 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 granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement 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 grant agreement.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$14,286.00
II.	Employee Related Expenses (ERE) (39.99%)	\$5,714.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$20,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of \$20,000.00.

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

Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI 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 Grant Agreement, 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 Grant Agreement, 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 Grant agreement.
- 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 Grant agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant agreement 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 Grant agreement.
- 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 Grant agreement ceases to be used in the manner as set forth by this Grant agreement. 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 Grant agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant agreement 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 Grant agreement.

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 Grant agreement 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 Grant agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant agreement, unless otherwise provided for elsewhere in this Grant agreement, 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 Grant agreement.

B. The provisions of subparagraph A apply whether or not the project granted 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 Grant agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant 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/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant 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 Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- 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 Grant Agreement. 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 Grant Agreements.

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 agreement 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 Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement and proceed to close said operations under the Grant Agreement.
- 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 Grant Agreement 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 Grant Agreement 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/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

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

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/Grant Agreement 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 Grant Agreement 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 Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement 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 Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds

which would duplicate or overlap work described in the Grant Agreement 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: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. 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.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

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 or 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.

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:

Nigel Reynoso, Acting Chief of Police
San Luis Police Department

Date

Telephone

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

Jenny Torres, Acting City Manager
City of San Luis

Date

Telephone

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. E.

Meeting Date: 12/13/2023

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2298. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, requiring City Council approval of the designs and colors of the various City of San Luis insignia, including, but not limited to, the city seal, department logos, badges for the Police and Fire Departments; repealing conflicting provisions, and providing for severability. **(Jenny Torres, Acting City Manager)**

SUMMARY:

Vice-Mayor Luis Cabrera requested that this item be placed on the Agenda. The resolution requires the City Council to approve all city insignia or changes to them. The city insignia is a defined term in this resolution meaning any emblem representing the City of San Luis, Arizona, (City), including but not limited to the city seal, city flag, city department logos, city badges (including but not limited to the Police badges, the Fire Department badges, or other city department badges or logos).

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2298.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No
CITY/STATE/FEDERAL FUNDS: N/A
TOTAL: N/A
BUDGETED AMOUNT: N/A
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

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

N/A

Attachments

Resolution No. 2298



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2298

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, REQUIRING CITY COUNCIL APPROVAL OF THE DESIGNS AND COLORS OF THE VARIOUS CITY OF SAN LUIS INSIGNIA, INCLUDING, BUT NOT LIMITED TO, THE CITY SEAL, DEPARTMENT LOGOS, BADGES FOR THE POLICE AND FIRE DEPARTMENTS; REPEALING CONFLICTING PROVISIONS, AND PROVIDING FOR SEVERABILITY.

WHEREAS, the various insignia of the City of San Luis are vital representations of our City and its Departments; and

WHEREAS, it is essential that any alterations or updates are made with careful consideration and oversight; and

WHEREAS, in the interests of ensuring transparency, accountability, and a collective decision-making approach, the approval process for the city's insignia is best placed with the City Council;

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

Section 1: Definitions as used in this resolution:

"City" means the City of San Luis, Arizona.

"City Insignia" means any emblem representing the City of San Luis, Arizona ("City"), including but not limited to, the City Seal, City flag, City department logos, City badges (including but not limited to the Police badges, the Fire Department badges, or other City Department badges or logos).

"City Seal" means the below design, which may also be called the City Logo, the City Service Mark, the City Symbol, or the City Emblem.



Section 2: The City Council shall have final approval or denial of:

- a. all aspects of City Insignia, including but not limited to their designs and colors;
- b. any and all alterations or updates to City Insignia and
- c. any additional proposed City Insignia.

Section 3: If a conflict arises between the provisions of this resolution and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Resolution shall govern.

Section 4: If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or controlling legislation, such decision or law shall not affect the validity of the remaining portion of this Resolution.

Section 5: The City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of December 2023.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. F.

Meeting Date: 12/13/2023

Department Head: Jenny Torres, Acting City Manager, Administration

Submitted By: Olivia Jenkins, Operations Coordinator, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the appointment of a Vice Mayor.
(City Council)

SUMMARY:

The Mayor and Council may elect to appoint a new Vice Mayor. Vice Mayor Luis E. Cabrera was appointed as Vice Mayor on November 30, 2022.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO _____.

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):

No Fiscal Impact
