



## 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, October 23, 2024. 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, 23 de Octubre del 2024. 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 10/22/2024



### **AGENDA Regular Meeting San Luis City Council Council Chambers 1090 E. Union Street San Luis, AZ 85349 October 23, 2024 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. **PROCLAMATIONS/PRESENTATIONS**
  4. A. Proclamation - Extra Mile Day November 1, 2024
  4. B. Proclamation - Law Enforcement Records and Personnel Appreciation Week November 11-15, 2024
  4. C. Proclamation - Alzheimer's and Caregiver Awareness Month November 2024
  4. D. Proclamation - Lung Cancer Awareness Month November 2024
  4. E. Proclamation - National Diabetes Month November 2024
  4. F. Proclamation - National Runaway Prevention Month November 2024

4. G. Presentation of Community Service Award to Aaron Hernandez, Antonio Ochoa and Felipe Garcia. **(Nigel Reynoso, Chief of Police)**
4. H. Presentation of Certificate of Recognition to Miss Sandra Felix, who participated in the State Competition of Miss Teen Latina Arizona 2024. **(Mayor Nieves Riedel)**
4. I. Presentation and recognition of the 2024 - 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)**
4. J. Presentations followed by discussion on any and all matters regarding updates from city departments on capital projects. **(Department Heads)**
5. **CONSENT AGENDA**  
All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.
5. A. **MINUTES OF**  
- Regular Council meeting held September 25, 2024
5. B. **DISBURSEMENTS**  
**From October 4, 2024 to October 16, 2024**  
**Total \$1,695,329.98**  
(One Million, Six Hundred Ninety-Five Thousand, Three Hundred Twenty-Nine Dollars and Ninety-Eight Cents)
6. **DISCUSSION AND POSSIBLE ACTION ITEMS:**
6. A. Discussion and possible action on any and all matters regarding authorization to accept a service agreement and enter into a contract with Flock Group Inc. **(Nigel Reynoso, Chief of Police)**
6. B. Discussion and possible action on any and all matters regarding authorization to accept a service agreement and enter into a contract with Precision Protective Security Services Inc. for traffic control. **(Nigel Reynoso, Chief of Police)**
6. C. Discussion and possible action on any and all matters regarding Order No. 2024-06. 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, STEP/Selective Traffic Enforcement, and Occupant Protection Enforcement Projects by approving Highway Safety Contracts 2025-AL-027, 2025-PTS-055, and 2025-OP-021 between the City of San Luis, Arizona through the San Luis Police Department and the Arizona Governor's Office of Highway Safety. **(Nigel Reynoso, Chief of Police)**

**6. D.** Discussion and possible action on any and all matters regarding the payment to Yuma County Water Users' Association for the East Main Canal and Main Drain Improvements. **(Eulogio Vera, Director of Public Works)**

**7. SUMMARY OF CURRENT EVENTS**

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

**8. ADJOURNMENT**



# PROCLAMATION

**Regular City Council Meeting**

**4. A.**

Meeting Date: 10/23/2024

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Title:

Proclamation - Extra Mile Day November 1, 2024

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Attachments

Proclamation

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**EXTRA MILE DAY**  
**November 1, 2024**

**WHEREAS**, San Luis, Arizona, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

**WHEREAS**, San Luis, Arizona, is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment and conviction to their individual ambitions, family, friends and community; and

**WHEREAS**, San Luis, Arizona, is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile”, in order to make a difference and lift up fellow members of their community; and

**WHEREAS**, San Luis, Arizona, acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2024.

**NOW, THEREFORE, BE IT RESOLVED**, that, I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim November 1, 2024, as “**Extra Mile Day**” and urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

Dated this 23<sup>rd</sup> day of October 2024.

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Nieves Riedel, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



# PROCLAMATION

**Regular City Council Meeting**

**4. B.**

Meeting Date: 10/23/2024

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Title:

Proclamation - Law Enforcement Records and Personnel Appreciation Week November 11-15, 2024

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Attachments

Proclamation

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OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

# *Proclamation*

## **LAW ENFORCEMENT RECORDS AND PERSONNEL APPRECIATION WEEK November 11-15, 2024**

**WHEREAS**, law enforcement agencies throughout the state depend on law enforcement records personnel to provide them with vital services; and

**WHEREAS**, Law Enforcement Records personnel provide the professional link between citizens, the local governing bodies and agencies of government at other levels; and

**WHEREAS**, Law Enforcement Records personnel are crucial to helping law enforcement agencies identify, pursue, capture, and process suspected law violators; and

**WHEREAS**, these professionals continually use their expertise and experience to assist in maintaining accurate criminal history on a state and national level; and

**WHEREAS**, it is important to recognize Arizona's Law Enforcement Records personnel for their valuable contributions to our law enforcement system.

**NOW THEREFORE, BE IT RESOLVED**, that, I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim November 11-15, 2024, as "**Law Enforcement Records and Personnel Appreciation Week**".

**DATED** this 23<sup>rd</sup> day of October 2024.

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Nieves Riedel, Mayor

**ATTEST:**

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



# PROCLAMATION

**Regular City Council Meeting**

**4. C.**

Meeting Date: 10/23/2024

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Title:

Proclamation - Alzheimer's and Caregiver Awareness Month November 2024

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Attachments

Proclamation

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## **ALZHEIMER'S AND CAREGIVER AWARENESS MONTH November 2024**

**WHEREAS**, the City of San Luis recognizes the importance of Alzheimer's and related dementia care; and

**WHEREAS**, Alzheimer's and related dementias have a significant impact on the health and wellbeing of our residents; and

**WHEREAS**, more than 150,000 Arizonans live with Alzheimer's, which is the 4th leading cause of death in the state; and

**WHEREAS**, more than 257,000 Arizonans provide 501,000,000 hours in unpaid care to their loved ones living with dementia; and

**WHEREAS**, Arizonans are actively engaged in educating about the disease, advocating for a proper continuum of care, and improving the training and care of patients with Alzheimer's disease and related dementias; and

**WHEREAS**, the City of San Luis supports an Arizona without Alzheimer's, addressing this public health crisis.

**NOW, THEREFORE, BE IT RESOLVED**, that, I, Nieves Riedel, Mayor of San Luis, Arizona, do hereby proclaim November 2024, as "**Alzheimer's and Caregiver Awareness Month**", in this community and encourage all our residents to learn about Alzheimer's, related dementias and patient care.

**DATED** this 23<sup>rd</sup> day of October 2024.

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Nieves Riedel, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



# PROCLAMATION

**Regular City Council Meeting**

**4. D.**

Meeting Date: 10/23/2024

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Title:

Proclamation - Lung Cancer Awareness Month November 2024

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Attachments

Proclamation

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# *Proclamation*

## **LUNG CANCER AWARENESS MONTH November 2024**

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**WHEREAS**, lung cancer is the second most commonly diagnosed form of cancer in both men and women in the United States and is the leading cause of cancer death in the country; and,

**WHEREAS**, more than 90 percent of people diagnosed with lung cancer smoked a pack of cigarettes daily for at least 30 years or two packs a day for 15 years. Prevention and early detection can significantly reduce the number of deaths from lung cancer; and,

**WHEREAS**, researchers, scientists and numerous non-profit organizations are dedicated to discovering the cure for lung cancer. During the year 2024, the Yuma Regional Medical Center Cancer Center, will join these efforts to prevent and detect lung cancer in early stages; and,

**WHEREAS**, Yuma Regional Medical Center Cancer Center recognizes that education is the best tool to overcome, the thousands of deaths added each year to lung cancer statistics, this give us hope for a better future.

**NOW, THEREFORE, BE IT RESOLVED**, that, I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim November 2024, as " Lung Cancer Awareness Month, in the City of San Luis, Arizona. I encourage all residents of this city to support the education, prevention, and treatment efforts of those who fight against this disease.

**DATED** this 23<sup>rd</sup> day of October 2024.

\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

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



# PROCLAMATION

**Regular City Council Meeting**

**4. E.**

Meeting Date: 10/23/2024

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Title:

Proclamation - National Diabetes Month November 2024

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## Attachments

Proclamation

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## **NATIONAL DIABETES MONTH November 2024**

**WHEREAS**, in the United States, nearly 30 million people - including approximately 500,000 children and adults in Arizona - have diabetes, a serious disease with potentially life-threatening complications such as heart disease, stroke, blindness, kidney disease and amputation; and

**WHEREAS**, an additional 86 million people in the United States are at risk for developing type 2 diabetes; and

**WHEREAS**, recent estimates project that as many as one in three American adults will have diabetes in 2050 if current trends continue; and

**WHEREAS**, an increase in community awareness is necessary to put a stop to the diabetes epidemic.

**NOW, THEREFORE, BE IT RESOLVED**, that, I, Nieves Riedel, Mayor of San Luis, Arizona, do hereby proclaim November 2024, as “**National Diabetes Month**” and encourage all residents to recognize National Diabetes Month and be part of the American Diabetes Association’s Stop Diabetes movement to confront, fight and most importantly, change the future of this deadly disease.

**DATED** this 23<sup>rd</sup> day of October 2024.

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Nieves Riedel, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



# PROCLAMATION

**Regular City Council Meeting**

**4. F.**

Meeting Date: 10/23/2024

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Title:

Proclamation - National Runaway Prevention Month November 2024

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Attachments

Proclamation

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## NATIONAL RUNAWAY PREVENTION MONTH November 2024

**WHEREAS**, the future well-being of our nation is dependent on the value we place on our young people. We must provide opportunities for youth to acquire the knowledge, skills and abilities necessary to develop into healthy and productive adults; and

**WHEREAS**, the young people with the least access to these essential opportunities and support are those in runaway and homeless situations; and

**WHEREAS**, in a one-year period, it is estimated that between 2.8 and 16.6 million youth run away nationwide; and

**WHEREAS**, through this public awareness campaign designed to shine a line on the experience of runaway and homeless youth that too often remain invisible, we can prevent the situations that compel youth to run away from home.

**WHEREAS**, PREVENTION: means assisting youth in discovering the delicate balance of life-saving skills; AWARENESS: what it means to run away and why running away will not solve their problems, how to build a safety net of trusted people and organizations to turn to for help; COMMUNICATION: how to speak and listen effectively; and STRESS MANAGEMENT: how to reduce or manage stressors and solve problem.

**NOW, THEREFORE, BE IT RESOLVED**, that, I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim November 2024, as “**National Runaway Prevention Month**” and encourage the community to join us in celebrating this occasion.

Dated this 23<sup>rd</sup> day of October 2024.

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Nieves Riedel, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



# PRESENTATION

## Regular City Council Meeting

**4. G.**

Meeting Date: 10/23/2024

Submitted By: Nigel Reynoso, Police Department

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Presentation Topic/Summary:

Presentation of Community Service Award to Aaron Hernandez, Antonio Ochoa and Felipe Garcia. **(Nigel Reynoso, Chief of Police)**

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# PRESENTATION

## Regular City Council Meeting

4. H.

Meeting Date: 10/23/2024

Submitted By: Olivia Jenkins, Administration

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### Presentation Topic/Summary:

Presentation of Certificate of Recognition to Miss Sandra Felix, who participated in the State Competition of Miss Teen Latina Arizona 2024. **(Mayor Nieves Riedel)**

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### Attachments

Pictures

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  @user66592852729636





SARA ALTAIR  
PHOTOGRAPHY



# PRESENTATION

## Regular City Council Meeting

4. I.

Meeting Date: 10/23/2024

Submitted By: Crystal Ochoa, Parks & Recreation Department

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Presentation Topic/Summary:

Presentation and recognition of the 2024 - 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)**

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### Attachments

2024 3rd Quarter ERAP Winner Recipients

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# 3RD QUARTER 2024



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## JOSE LUIS CAMACHO

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*On behalf of the ERAP Committee, we would like to congratulate and present you with the*

## **AWARD OF EXCELLENCE!**

*Congratulations in winning this quarter! Your hard work and dedication to your department and the City of San Luis is greatly appreciated and will not go unnoticed. We recognize and appreciate your dedicated efforts.*

**ENRIQUE LOPEZ- ERAP CHAIR**

**CRYSTAL OCHOA- ERAP VICE-CHAIR**

# 3RD QUARTER 2024



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## WASTEWATER DIVISION

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*On behalf of the ERAP Committee, we would like to congratulate and present you with the*

## **CUSTOMER SERVICE !**

*Congratulations in winning this quarter! Your hard work and dedication to your department and the City of San Luis is greatly appreciated and will not go unnoticed. We recognize and appreciate your dedicated efforts.*

**ENRIQUE LOPEZ- ERAP CHAIR**

**CRYSTAL OCHOA- ERAP VICE-CHAIR**

# 3RD QUARTER 2024



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## CLAUDIA MONTOYA

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*On behalf of the ERAP Committee, we would like to congratulate and present you with the*

## **SAFETY AWARD !**

*Congratulations in winning this quarter! Your hard work and dedication to your department and the City of San Luis is greatly appreciated and will not go unnoticed. We recognize and appreciate your dedicated efforts.*

**ENRIQUE LOPEZ- ERAP CHAIR**

**CRYSTAL OCHOA- ERAP VICE-CHAIR**



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

4. J.

**Meeting Date:** 10/23/2024

**Department Head:** Jenny Torres, Acting City Manager, Administration

**Submitted By:** Jenny Torres, Acting City Manager, Administration

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

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#### ITEM:

Presentations followed by discussion on any and all matters regarding updates from city departments on capital projects. **(Department Heads)**

#### SUMMARY:

City departments will provide a quarterly update on all capital projects approved by council through the FY-2024-2025 budget.

#### RECOMMENDATION / SUGGESTED MOTION:

**INFORMATIONAL ITEM ONLY, NO ACTION TO BE TAKEN BY THE CITY COUNCIL.**

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#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A

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

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

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

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

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

N/A

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#### Attachments

Billing & Collections

Finance

Fire Department

I.T.

Parks & Recreation

Police Department

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# Advanced Metering Infrastructure (AMI)



- Contract awarded to Dana Kepner Co.
- Intro & Kickoff Meeting – June 19, 2024
- Final Kickoff Meeting – September 24, 2024
- Project Start Date: September 30, 2024
- Customer Notification
  - September 25, 2024
- Duration of the Project: 8 months approx.
  - Replacing about 500 meters per month
- Started Receiving Inventory Since July
  - Meters – 927
  - Antennas – 378
- Cost of the Project – \$2,761,474.63
  - WIFA Grant – \$2,017,065.21
  - Matching Fund – \$744,409.42

# Finance Department Time & Attendance Advanced Scheduling

- **Software purchased:** February 2022
- **1st phase:** Time & Attendance implementation in January 2024
- **2nd phase:** Advanced Scheduling expected in Q1 2025
  
- **Implementation Budget:** \$ 15,670.00
- **Simplify complex scheduling for Police and Fire Department staff:**
  - Manages overtime eligibility, work limits, and certifications
  - Time exchange feature simplifies shift swaps and trades
  - Support unlimited schedules and shifts
  - Provide flexible reporting



# Fire Department

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- PURCHASE OF A NEW FIRE ENGINE.
  - Cost \$1,200,000.
  - Fire Engine will be paid in three installments of \$400,000.
  - Fire Engine won't be delivered until FY 2028.



# Information Technology

By: Fernando Corona, IT Manager

# Project: Camera Replacement Initiative

**Objective:** Upgrade and replace outdated surveillance cameras, as well as video management hardware and software, to enhance security and monitoring capabilities.

**FY2025**

**Expected Completion Date:** Dec 30<sup>th</sup>, 2024

**Focus Locations:**

- City Hall
- Police Department
- Fleet Shop
- Business Incubator and Surrounding Perimeter
- Parks and Recreation Facilities
- Municipal Court



# Project: 60' ft Self Supporting Tower and Data Center

**Objective:** Install a 60-foot-tall self-supporting tower and a 16x27 data center to mount and house the YRCS Radio Frequency Repeater and related infrastructure. This upgrade will enhance public safety radio communications on the east side of the city.

## Phase 1:

Tower Construction

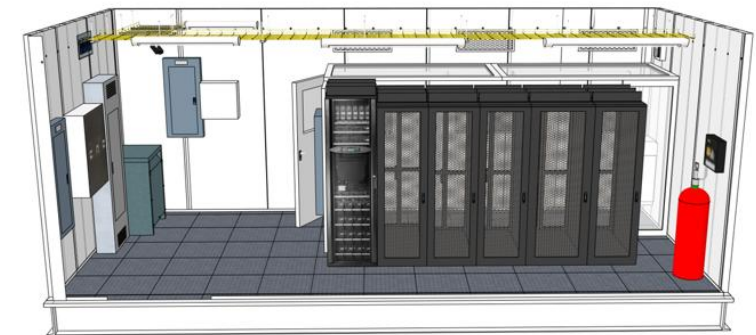
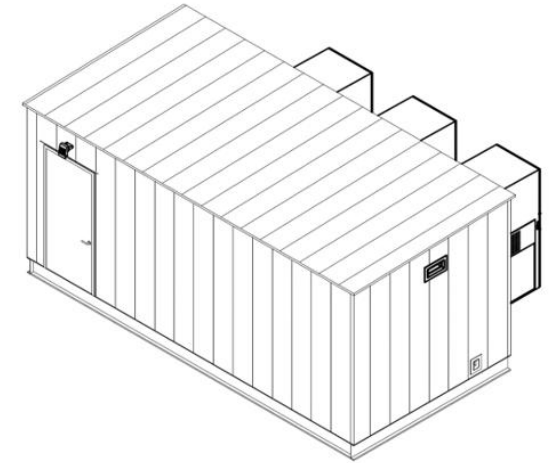
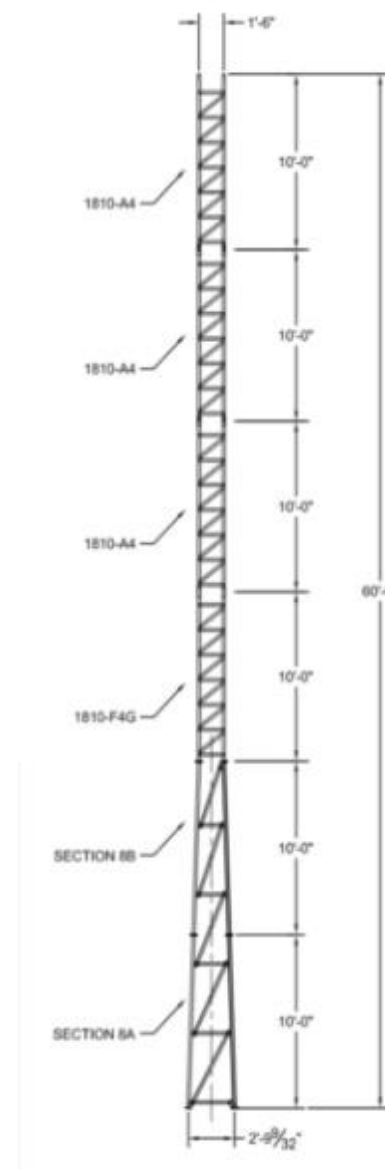
FY2025 – Police Border Security DEMA Grant

## Phase 2:

Modular Data Center (16x27)

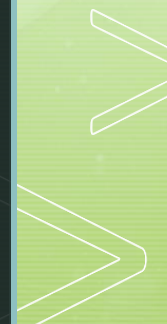
FY2026

**Location:** 3925 E County 24th ST





# Parks and Recreation 2024-2025 Capital Projects



# East Community Park

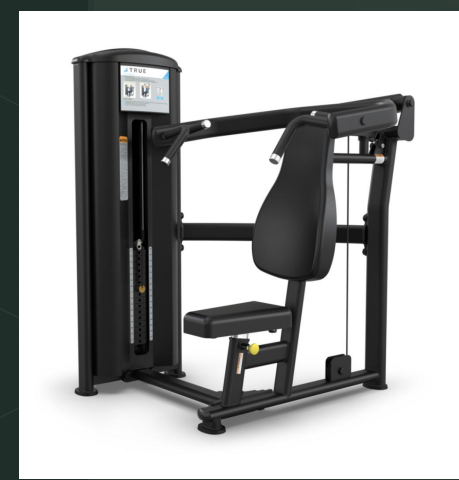
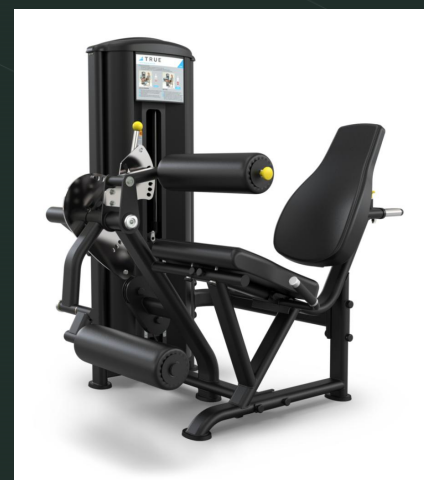
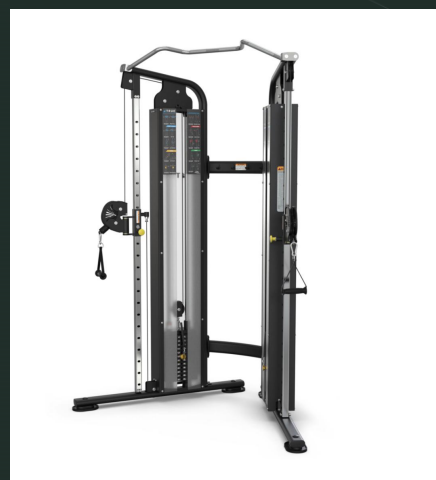
Phase 1  
• Restrooms

Phase 2  
• Baseball/Softball Field

Phase 3  
• Inclusive Playground



# Youth Center New Exercise Equipment





# Los Alamos Retention Basin Lighting Project



THANK YOU

A photograph of the San Luis Police Department building, a two-story structure with a tiled roof and arched windows. The words "Police Department" are visible above the main entrance, and the number "1030" is on the wall to the right. Two police vehicles are parked in front: a dark sedan on the left and a white SUV on the right. The scene is set during the day with some shadows. A large blue and grey diagonal graphic element is overlaid on the left side of the image.

**San Luis Police  
Department  
FY24 Capital  
Improvement  
Project updates**



# AZ DEMA Grant Funds

Purchase of three (3) fully equipped Ford Maverick trucks, which will be assigned to Transit Enforcement Units. All trucks have been delivered and we are pending schedule for the installation of emergency equipment. The total purchase cost for the trucks and equipment was \$142,991.28.



## AZ DEMA Grant Funds

Purchase of one (1) fully equipped Ford Explorer, which will be assigned to the Criminal Investigations Section. The vehicle has been delivered and we are pending schedule for the installation of emergency equipment. The total purchase cost for the vehicle and equipment was \$62,888.56.



# AZ DEMA Grant Funds

Purchase of twenty-five (25) Axon Automatic License Plate Recognition (ALPR) Fleet 3. The ALPR provides real-time in vehicle camera and alerting system for our police fleet. ALPRs pending delivery. The total purchase cost was \$412,538.56, which includes equipment, installation, software, and warranty.



# AZ DEMA Grant Funds

Purchase of one (1) fully equipped Can-Am Maverick X3 DS side-by-side vehicle, which will be available for sworn personnel to patrol desert areas within city limits. The vehicle has been delivered and we are pending schedule for the installation of emergency equipment. The total purchase cost for the side-by-side and equipment was \$45,377.33.

# AZ DEMA Grant Funds

We have requested quotes for the purchase of six (6) DJI Avata 2 and two (2) Matrice drones, for deployments related to Aerial searches, interior building or vehicle searches, and Crime scene mapping. SLPD was awarded \$35,000.00 for the drone program.



SLPD was awarded \$165,000.00 for the purchase of a tower. We are in collaboration with the IT department to obtain quotes for this project. An update will be provided by the IT Director.



AZ DEMA  
Grant  
Funds

# Three Line Message Traffic Trailer

Purchase of one (1) 4' x 8' Full Matrix Changeable Message Sign with Radar, which will be deployed throughout various locations around the city. The message sign trailer will provide information to our residents and visitors. Trailer pending delivery. The total purchase cost for the message sign was \$24,455.84.



# Mobile Light Tower w/ Diesel Engine

Purchase of one (1) Compact Light Tower, for purpose of deploying to crime scene or special events. The light tower is pending delivery. The total purchase cost was \$16,006.80.





# Direct Link Crisis Response System

Purchase of a Direct Link Crisis Response System, (1) Dual Operations Communications System and (1) Tactical Communications Unit, for the purpose of deploying during hostage/crisis negotiation incidents to aid our agency with safer resolutions to high-threat situations. The Direct Link Crisis Response System is pending delivery. The total purchase cost was \$16,287.71.





## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. A.

Meeting Date: 10/23/2024

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Summary

#### **MINUTES OF**

- Regular Council meeting held September 25, 2024

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Attachments

9/25/2024 RCM

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**MINUTES**  
**Regular Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**September 25, 2024**  
**6:00 p.m.**

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

Mayor Nieves Riedel called the Regular City Council meeting to order at approximately 6:01 p.m.

**PRESENT:** Mayor Nieves Riedel  
Council Member Luis E. Cabrera  
Council Member Maria Cecilia Cruz  
Council Member Tadeo Azael De La Hoya (arrived at approx. 6:01 p.m.; left the meeting at approximately 7:39 p.m.)  
Council Member Matias Rosales (arrived at approx. 6:01 p.m.)  
Council Member Javier Vargas

**ABSENT:** Vice Mayor Gloria Torres

**OTHERS PRESENT:** Jenny Torres, Acting City Manager  
Kay Macuil, City Attorney  
Sonia Cornelio, City Clerk  
Adela Cortez, Director of Human Resources  
Adrian Hemmer, Police Officer  
Adriana Garcia Fernandez, Human Resources Manager  
Alan Guevara, Police Lieutenant  
Angelica Roldan, Director of Parks & Recreation  
Antonio Maldonado, Multimedia Production & Operations Specialist  
Cesar Gaitan, Police Sergeant  
Domingo Sosa, Graphics and Media Specialist  
Eulogio Vera, Director of Public Works  
Francia Alonso, Public Information Officer  
Jorge Perez, Assistant Director of Public Works  
Jose A. Guzman, Director of Development Services  
Jose Barragan, Fire Battalion Chief  
Jossue Cerda, I.T. Support Supervisor  
Lizette Varela, Assistant Director of Parks & Recreation  
Maria Sabori, Risk Manager  
Nayeli Soto, Police Officer  
Nigel Reynoso, Chief of Police  
Olivia Jenkins, Administrative Services Manager  
Roula Encinas, Director of Finance

Adelaida Buchanan, Resident  
Albert Leon, Resident  
Alex Bejarano, Regional Center for Border Health  
Blanca Reyes, Resident  
Brian De La Hoya, Resident  
Cesar Neyoy, Reporter  
Columba Nuñez, Resident  
Christian Cuevas, Translator  
Elizabeth Carpenter, Developer  
Esteban Rosales, Resident  
Guillermina Fuentes, Resident  
Helia Martinez, Pastor/Resident  
James Allen Jr., Resident  
Lilia Quiñonez, Resident  
Luis Marquez, Resident  
Manuel Rojas, Resident  
Maria Gonzalez, Resident  
Marcos Ramirez, Frontera Rotary Club  
Maria Robles, Resident  
Mark Concha, Resident  
Nydia Mendenhall, Resident  
Vianey Vega, Vega & Vega Engineering

## **2. PLEDGE OF ALLEGIANCE**

Council Member Maria Cecilia Cruz led the Pledge of Allegiance.

## **3. INVOCATION**

Ms. Helia Martinez – Pastor For Templo Cristiana Vino Nuevo led the invocation.

Mayor Nieves Riedel thanked everyone for being present adding that the City Council is trying to do their best for the city. She asked that the public please not interrupt the meeting while the City Council is working.

## **4. PROCLAMATIONS/PRESENTATIONS**

- 4. A. Proclamation on Human Resources Professionals Day - September 26, 2024**
- 4. B. Proclamation on National Custodian Workers Recognition Day - October 2, 2024**
- 4. C. Proclamation on Breast Cancer Awareness Month - October 2024**
- 4. D. Proclamation on Bullying Prevention Month - October 2024**
- 4. E. Proclamation on Domestic Violence Awareness Month - October 2024**
- 4. F. Proclamation on National Community Planning Month - October 2024**
- 4. G. Proclamation on National Cyber Security Awareness Month - October 2024**

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

#### **4. H. Presentation by Ayres Associates Inc. on the Brownfields Assessment Coalition Grant Closeout. (Craig Stoffel, Landscape Architect)**

Mr. Craig Stoffel, Landscape Architect, presented on an area wide assessment grant that was given to a Coalition member from the U.S. Environmental Protection Agency (EPA). He added that it was a competitive bid process and the Coalition submitted a grant proposal and was awarded the grant in 2021. The EPA defines a brownfield as a real property that has potential complications to clean it up, to redevelop it into an active site based on presence or potential presence of hazardous substances and contaminants, so that potential presence is the key word where it might be contaminated. So the EPA will let communities look at it, do testing and find out what if any, levels of contamination are. He spoke about the tasks and timeline recap, project updates and next steps.

Mayor Nieves Riedel thanked Mr. Stoffel for the presentation.

#### **4. I. Presentation of Lifesaving Awards to Sergeant Cesar Gaitan, Officer Adrian Hemmer, and Officer Nayeli Soto. (Nigel Reynoso, Chief of Police)**

Mr. Nigel Reynoso, Chief of Police, recognized Officers Nayeli Soto, Adrian Hemmer and Sergeant Cesar Gaitan, for their performance while on duty on August 11, 2024, when they took a decisive action to render and protect a human life. Chief Reynoso stated that an individual in this case underwent several chest compressions and was administered with a nasal Narcan until the person regained consciousness and started breathing on its own. Officers Soto, Hammer, and Sergeant Gaitan contained the person who was disoriented and uncooperative until the San Luis Paramedics arrived, and the person was transported to receive a higher level of medical care. Officers Soto and Hammer's quick action, teamwork and life-saving measures are a testament of their willingness to save and protect lives; notably a skill they have obtained through training and experience, but more so evidence of their commitment to serve.

Mayor Nieves Riedel and City Council congratulated and thanked Police Officers Nayeli Soto, Adrian Hemmer and Sergeant Cesar Gaitan.

### **5. CONSENT AGENDA**

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

**- Special Council meeting held August 21, 2024**

#### **5. B. DISBURSEMENTS**

**From 9/5/2024 to 9/18/2024 Total \$1,311,396.33**

**(One Million, Three Hundred Eleven Thousand, Three Hundred Ninety-Six Dollars and Thirty-Three Cents)**

**MOTION:** Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

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

### **6. A. Discussion and possible action on any and all matters regarding authorization to contract JSA Company for full landscape maintenance of several assessment districts for Fiscal Year 2025. (Angelica Roldan, Director of Parks and Recreation).**

Ms. Angelica Roldan, Director of Parks & Recreation, explained that in Fiscal Year 2024, the City Council approved a cumulative purchase for the Public Works Department that includes JSA, the company to assist with the landscape maintenance of several assessment districts. JSA Company had entered into a Cooperative Purchasing Agreement with the City of Yuma and the city piggybacked on the City of Yuma contract number (202) 000-0098, as allowed under San Luis Purchasing Code Section 3.0 5.0 9 0. This was a five (5)-year contract from July 1, 2020, through June 30, 2025. When this agreement was approved by City Council on July 26, 2023, it was only approved for Fiscal Year 2024. Last fiscal year, JSA Company did a great job in maintaining a total of eight (8) improvement districts on the east side of the city. This fiscal year, seven (7) improvement districts were added for a total of 15 areas that staff will need assistance in maintaining. This will be the second year that we will like to partner with JSA for the landscape maintenance of 17 improvement districts. JSA Company will be assisting with the weed control, tree trimming, plant maintenance, irrigation maintenance, mowing and edging, gravel maintenance and periodical raking, outfall maintenance tree, rising outfall spillway maintenance and concrete blowing of designated areas. For Fiscal Year 2025, the total estimated fiscal impact of this service is \$334,300.00.

Council Member Javier Vargas asked how much was the previous contract for?

Mayor Nieves Riedel stated that those fees are being paid by the assessment fees that every single one of these subdivisions pays and the city collects.

Council Member Luis E. Cabrera stated that some of the service areas, the prices range significantly; for example, Bienestar 9B is 8.73 acres for \$48,000.00, but then Los Mezquites 1 is 1.59 acres for \$31,000.00, it is more acres in Bienestar 9B.

**MOTION:** Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve the contract with JSA Company for landscape maintenance services in the amount of \$334,300.00, as presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

**6. B. Discussion and possible action on any and all matters regarding Ordinance No. 455. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, requiring dog licenses, declaring the document titled "The 2024 Restatement and Amendment to the San Luis City Code-Animal Control," a public record and adopting it by reference; fixing an effective date; imposing penalties for violations; repealing conflicting provisions; and providing for severability. (Nigel Reynoso, Chief of Police)**

Mr. Nigel Reynoso, Chief of Police, stated that this ordinance reinstates and amends the San Luis City Code Animal Control which provides provisions for penalties for any violations of animal control. In a previous ordinance, those provisions were repealed and this ordinance places the penalties back in place to enforce any violations of no licensing. The city will not be licensing the dogs, instead it will be Yuma County.

**A. Action on Reading of Ordinance No. 455 by title only**

**MOTION:** Council Member Luis E. Cabrera/Council Member Javier Vargas to approve the Reading of Ordinance No. 455 by title only. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 455 by title only.

**B. Action on Ordinance No. 455**

**MOTION:** Council Member Luis E. Cabrera/Council Member Javier Vargas to approve and adopt Ordinance No. 455. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

**6. C. Discussion and possible action on any and all matters regarding a request by Grita, Canta, y Vota for an in-kind contribution to a civic engagement event. (Jenny Torres, Acting City Manager)**

Ms. Jenny Torres, Acting City Manager, stated that the city was approached by a non-profit organization to conduct a civic engagement concert. She introduced Mr. Cesar Aguilar from Arizona Student Association and Mr. Esau Torres from Grita, Canta y Vota.

Mr. Aguilar indicated that they advocate for affordable and accessible higher education and provided some background about his organization. They do work across the State of Arizona at all the community colleges and the universities that are public and private. This year they started doing a lot of work at Arizona Western College and one of the events that they are hoping to bring to San Luis is this event with Mr. Torres who is with rocks live and works for Grita, Canta y Vota. But this will actually be hosted by the Arizona Students Association, and they are contracting his LLC to help them put this event together. They do non-partisan voter registration at the three (3) universities, University of Arizona (UofA), Arizona State University (ASU) and Northern Arizona University (NAU).

Mr. Torres explained that the event Vota con Botas is aimed at the youth and Latino young voters. He added that they have been doing an amazing work across the United States and a lot of the work has been done in Arizona. They would like to host this event at the Joe Orduño Park on October 3, 2024, from 5:00 p.m. to 12:00 a.m. This is a free event for the public, however, a ticket must be obtained online. The biggest goal is making sure people are registered to vote. They anticipate having approximately 5,000 attendees.

Ms. Torres indicated that as part of the request they have asked for in-kind services totaling approximately \$5,000.00, it would be having an ambulance and two (2) staff members, having some of the police officers man the traffic control, and she thinks public works will also provide some equipment. Parks & Recreation will provide the guidance during the event. Staff is putting an amount just because, staff is trying to figure out how many police officers are going to be needed, but it is more of in-kind services; there will be no actual check cut to the organization.

There were questions and answers amongst the City Council, Mr. Torres and Mr. Aguilar.

Council Member Matias Rosales asked about the events scheduled that day at Joe Orduño Park?

Ms. Angelica Roldan, Director of Parks & Recreations, responded that a solution would be to re-schedule all the events that day.

Council Member Tadeo Azael De La Hoya asked if all these types of requests will be presented to the City Council for approval from now on, since the city has denied local non-profits like Campesinos and the Special Olympics?

Ms. Torres replied that for Dia Del Campesino, they will be asking for funding and the city has given them \$5,000.00 sponsorship donation. The difference here is like Dia Del Campesino, focuses more on agricultural workers, that is their niche. When the Gadsden School District does a special event, it focuses more on a parade for bullying, focused on the kids. A civic engagement event is opened to the entire community and the city sees the possibility of providing the in-kind services, that is the reason it is being presented to the City Council. Not only because of the in-kind services, but because of the type of event and staff wanted to know that the City Council agrees to proceed.

Council Member Maria Cecilia Cruz stated that there is going to be a donation of \$5,000.00 for a civic engagement event for voting scheduled for October 3, 2024, there is an event for October 4, 2024, which was denied. She does not see which one gets approved and why another one would get denied. The one that was denied has been doing it for 12 years, which is Proverbs 31 Home - Walk A Mile Against Domestic Violence. She had to look for somebody to do the traffic control. So how does the city chose the organization that benefits the community the best? This is a tough one for her, because when she got the news that she was not going to be supported, with police officers blocking the roads, which only takes about 30 minutes and does not think there was going to be \$5,000.00 worth of in-kind services. She did not submit the application because she was already told that it was going to be denied. The event being presented is worth \$5,000.00 in in-kind services, however the city has been denying a lot of in-kind, because the city wants to save money. Staff did know about this event as she was conversating with them, but did not submit the application because they already said they were not going to be allowed to use the Police Department for traffic control.

Mayor Nieves Riedel stated she did not know about this and asked Council Member Maria Cecilia to give the City Council and staff the opportunity to look into it, as she never heard that the event she has been doing for 12 years was denied.

Council Member Luis E. Cabrera stated that there should be a system in place, he knows that Ms. Olivia Jenkins, Administrative Services Manager, shared at the budget retreat that staff was working on having something for any of these type of proposals or requests.

Council Member Maria Cecilia Cruz mentioned that she did not apply, or she did not submit a proposal, because word of mouth said that she would not have received the support from the city, but she thinks that there has been some people that have been denied the in-kind request, because the city already provided monetary support.

Ms. Olivia Jenkins, Administrative Services Manager, said that during the budget retreat, it was discussed the plan of not using city resources to provide the traffic control or the security for non-city events. The city has received and continues to receive applications and has let applicants know who can provide those in-kind services. Also has come in forward, there are other companies that sponsor and provide those services, not through the city. Staff is not turning them away, staff is asking and let applicants know that the city is not going to provide the assistance in traffic control, Police Officers or public works to do the barricading, but are providing other options.

Ms. Torres added that staff is trying to change some of the process and trying to get all the schools to use their own resources rather than the city's overtime. The city is trying to contribute to them in a different form, like Proverbs 31 Home, was granted a \$500.00 sponsorship, just like \$500.00 sponsorships to the Grupo Norteño and to the school band. The city is trying to find other ways to help, but are really trying to provide and reduce the in-kind services. This event, staff thought it was more of a civic engagement, as it was hitting different portions, and that is why is being presented before the City Council to make that final decision.

Council Member Tadeo Azael De La Hoya asked to have consistency in general; he is all for this proposal. He has been part of the National Association of Latino Elected Officials (NALEO), which its whole purpose is to promote the Latino population participation in the political process from citizenship to voting and professional development. He is not against the proposed event, but he likes consistency. He understands the Dia del Campesino, that is targeted to campesinos, but he cannot forget that campesinos built this city on their backs and sees them crossing. Same thing when the city denies a walk of three (3) blocks for Special Olympics. Who or how does the city know who needs those services, and who does not, when it comes to that for this request?

Mayor Nieves Riedel proposed a Work Session to further discuss this matter and for staff to guide the City Council.

**MOTION:** Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to approve the in-kind contribution not to exceed \$5,000.00 to the Grita, Canta y Vota civic engagement event, as presented. Motion passed with four (4) ayes, one (1) abstention by Council Member Matias Rosales and one (1) nay vote by Council Member Maria Cecilia Cruz.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Nay
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Abstained
Council Member Javier Vargas	Aye

**6. D. Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License Application to the Arizona Department of Liquor Licenses and Control to authorize the San Luis FRONTERA Rotary Club to sell alcohol at the Asado and Brew Festival - A Founders Day Celebration on Saturday, November 16, 2024. (Marcos Ramirez, San Luis Frontera Rotary Club)**

**A. Staff and/or Applicant presentation**

Mr. Marcos Ramirez, San Luis Frontera Rotary Club, indicated that they are requesting the approval of the special event liquor license application for the upcoming Asado and Brew Festival.

**B. Open Public Hearing**

Mayor Nieves Riedel opened the Public Hearing.

**C. Call to the Public**

Mayor Nieves Riedel called upon the public on this item; there were no comments from the public.

**D. Close the Public Hearing**

Mayor Nieves Riedel closed the Public Hearing

**E. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control**

**MOTION:** Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to recommend approval to the Arizona Department of Liquor Licenses and Control for the Special Event Liquor License application for the San Luis Frontera Rotary Club, as presented. Motion passed with five (5) ayes and one (1) nay vote by Council Member Maria Cecilia Cruz.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Nay
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

**6. E. Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License Application to the Arizona Department of Liquor Licenses and Control to authorize the San Luis FRONTERA Rotary Club to sell alcohol at the Southwest Off Road Series event to be held October 18 & 19, 2024. (Marcos Ramirez, San Luis Frontera Rotary Club)**

**A. Staff presentation**

Mr. Marcos Ramirez, San Luis Frontera Rotary Club, stated that they are requesting the approval of the special event liquor license application for the Southwest Off-Road Series event.

**B. Open the Public Hearing**

Mayor Nieves Riedel opened the Public Hearing.

**C. Call to the Public**

Mr. James Allen Jr., 1549 E. Babbitt Lane, San Luis, AZ, asked if the alcohol and the libations going to be controlled? Because at an off-road event, vehicles and big machines with lots of power and people being around are a bad mix. What happens at the events where people go over the line with alcohol? The problem is the things that can happen and accidents can be prevented. Will it be monitored closely? Will there be children around the areas where these things are going on?

**D. Close the Public Hearing**

Mayor Nieves Riedel closed the Public Hearing.

**E. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control**

**MOTION:** Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to recommend approval to the Arizona Department of Liquor Licenses and Control for the Special Event Liquor License application for the San Luis Frontera Rotary Club, as presented. Motion passed with five (5) ayes and one (1) nay vote by Council Member Maria Cecilia Cruz.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Nay
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

**6. F. Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Elizabeth Carpenter on behalf of The Agave Bar @ Eddie's Food and Drink, located at 4492 E. County 24th ½ Street, San Luis, Arizona. (Sonia Cornelio, City Clerk)**

**A. Staff and/or Applicant presentation**

Mrs. Sonia Cornelio, City Clerk, explained that her office received the application and was posted at the proposed premises for the number of days as required by law. Her office did not receive any comments in favor of or against the application.

**B. Open Public Hearing**

Mayor Nieves Riedel opened the Public Hearing.

**C. Call to the public on this item**

Mr. David Loo, Member of Desert Beverage Partners, LLC, stated that it is an application for the Agave Bar, but it is part of what they are calling Eddie's Food and Drink, which will be an outdoor food hall, which will include five (5) different restaurants, each serving a specific cuisine. They will have, in addition, a coffee bar that will serve muffins, sandwiches, and acai bowls for breakfast. There will be room for eight (8) to ten (10) different food trucks in the back. These are services that are needed in East San Luis. They have space for private and charity events. All of their food vendors are local to Yuma County. They are engaging with local artists to create a mural program, so they will have art on the walls. They hope to create between 30 to 40 new jobs for the San Luis community. They are the holder and owner of a valid license 6-bar license. The Arizona Department of Liquor Licenses has approved their transfer and since their application is consistent with Title 4, in the City Code, they respectfully requested that their application be approved. Some pictures of the ongoing construction were viewed during the meeting. The location is south of the Regional Center for Border Health. Mr. Loo described some of the pictures and added that they hope to be finished with construction in about 30 days.

**D. Close Public Hearing**

Mayor Nieves Riedel closed the Public Hearing.

**E. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for The Agave Bar @ Eddie's Food and Drink**

**MOTION:** Council Member Javier Vargas/Mayor Nieves Riedel to recommend approval of the liquor license application to the Arizona Department of Liquor Licenses and Control for the Agave Bar @ Eddie's Food and Drink. Motion passed with five (5) ayes and one (1) nay vote by Council Member Maria Cecilia Cruz.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Nay
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

**6. G. Public Hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2333 and P&Z Case No. 2023-0002; a request by the City of San Luis to consider the adoption of the San Luis Parks, Paths, and Trails Master Plan. (Jose A. Guzman, Director of Development Services)**

**A. Staff Presentation**

Mr. Jose Guzman, Director of Development Services, explained that this is a request for approval and adoption of the first City of San Luis Parks, Paths and Trails Master Plan. This plan will help guide future decisions regarding recreational facilities and also provide a plan for the implementation of projects, including potential funding opportunities. Staff held several public meetings to get feedback from the community. The Planning and Zoning Commission also held a public hearing and they recommended approval of this plan. This plan was also previously presented to the City Council and has included the City Council's suggestions, including the addition of a dog park, exercise equipment and requirements for land dedication for parks of future residential developments. Regarding the last point, staff is working to establish a standard for a retention basin within residential developments that will include recreational amenities. The idea is to have a set standard for future subdivisions to implement and require amenities such as playgrounds, ramadas with barbecue grills, lighting, walking pads and other amenities. This standard will be part of the subdivision regulations update that staff plans to complete by the end of the year.

Council Member Matias Rosales asked so with the approval on this and those new requirements that Mr. Guzman is talking about, the city is not figuring out the collection of who is going to pay for that?

Mr. Guzman replied that it will be part of the subdivision regulations, this item only establishes the future plan.

## **B. Open Public Hearing**

Mayor Nieves Riedel opened the Public Hearing.

## **C. Call to the public on this item**

Ms. Maria Robles, 1195 California Street, San Luis, AZ, stated that she applauds this project being presented and asked for the City Council to consider and include exercise equipment for seniors.

## **D. Close Public Hearing**

Mayor Nieves Riedel closed the Public Hearing.

## **E. Action on Resolution No. 2333**

**MOTION:** Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve and adopt Resolution No. 2333. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

## **6. H. Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0315F, a request by Core Engineering Group PLLC., on behalf of Border Sam L.L.L.P., for the final plat approval of Belleza del Desierto Unit III Subdivision, located at the northeast corner of 20th Avenue and County 24 1/2 Street in San Luis, Arizona. (Jose A. Guzman, Director of Development Services)**

Mr. Jose Guzman, Director of Development Services, stated that this is a request by Core Engineering for the final plat approval of Belleza 3. It will be 20 acres that will be divided into 85 residential lots. The property was rezoned with conditions, including the road connection along 20<sup>th</sup> Avenue to Belleza del Desierto 2. They are providing the road connection and they will be subject to a payback agreement. Staff recommends approval of the final plat with the condition that the applicant has to address the comment letter dated September 17, 2024, and the development must comply with the conditions of the rezoning and the traffic study must be provided. They have already submitted a traffic study and they are working on addressing the comment letter. He continued to add that the condition is that they have to address the comment letter dated September 17, and that includes the submittal of the landscaping plans.

They have agreed to comply with all the landscaping requirements, in addition they have to submit the Arizona Department of Environmental Quality (ADEQ) permits. The other condition is that they have to comply with the conditions of the rezoning set by Ordinance No. 426. These conditions include the road connection, traffic study, or traffic contribution for the traffic light and submittal of the complete plans for the preliminary path, which they have. The last condition is the submission of the traffic study including any improvements required. They are providing a walking path to connect the sidewalk to make a walking path along the retention and the city will be requiring lights as per the lighting plan with Arizona Public Service (APS), though the city will be providing those lamps. Mr. Guzman added that at the moment staff does not have set amenities on the subdivisions as part of the requirements, therefore there are no conditions on amenities.

Mayor Nieves Riedel mentioned that residents complain about being dark, no walking paths and no amenities. It is time that the city starts thinking about the children in the community as they cannot enjoy the so-called parks, a walking path, or a set of swings. The parents are moving into these subdivisions to put their monies together and put in some type of amenities. She added that she has been here for two (2) years and has been hearing the same thing. This is nothing personal against any developer, but she has developed in Somerton, Foothills, Yuma and the county and they do not let anyone get away from this. The City of San Luis is not servicing the children of the community. The City of San Luis makes the rules and developers follow the rules.

Council Member Tadeo Azael De La Hoya stated that he has been saying what Mayor Nieves Riedel said since he was the Assistant City Manager.

Council Member Matias Rosales stated that it is a double-sided sword because developers follow the rules and sometimes they do not like the rules the city implements and they come back and complain about the rules. He asked what is an amenity, there is no definition within the City Code. Can the city legally add something where they have already begun the process?

Ms. Kay Macuil, City Attorney, responded that the city could add more requirements, it should be specific so that it is fair to the developer exactly what they need to do in this particular case and also districts in addition to maintaining amenities, can install them as well.

Mr. Guzman stated that staff is working on establishing a standard for retention and amenities based on lots or acreage. Staff has to determine something that will be equal to all developers and will be part of the subdivision regulations update. For these two (2) subdivisions, the City Council can add conditions as mentioned by Ms. Macuil or give direction to staff.

Council Member Luis E. Cabrera asked when will the subdivision regulations update be done?

Mr. Guzman replied by the end of the year, maybe staff can work on just the standards for the retention basins and have those sooner and adopt those as a resolution and then just make it part of the subdivision regulation.

Mayor Nieves Riedel stated that they do not want to delay any projects, time is of the essence, but she would love to see some amenities if they are already paying for the walking path and lights.

There was further discussion amongst the City Council.

Mr. Jonathan Klein, Core Engineering, said that they are committed to providing a high-quality development that follows all of the City Code and does recognize the need for some of the amenities. They applaud the growth the city has made in the areas of lighting the streets and providing large basins where some of those amenities could be provided. Currently, there is a landscaping ordinance that has to be followed and which they are following. The best place to put the amenities would be the retention basin and they are willing to put in a soccer goal if that is what would be required. However, he is not sure their landscaping plan calls for grass in the area based on the ordinance. They are willing to do what makes sense for the community and are also interested in how the maintenance of those would be funded.

Mayor Nieves Riedel stated that the amenities will be paid for by the developers and the maintenance will be paid with the money the city collects in every subdivision.

Ms. Macuil added that that is the way it has been done, but the improvement districts also allow and could pay for the initial installation as well as maintenance of the amenity.

Ms. Jenny Torres, Acting City Manager, asked if the City Council could approve the subdivision and condition it upon inclusion of amenities that are approved through the subdivision regulations, knowing that is coming in the next two (2) months?

Ms. Macuil stated that to be fair to the developer, it should be something specific, she does not know if the plans are specific enough now to put them on any kind of notice as to what is coming. It needs to be more formed before making that a condition.

Mr. Guzman indicated that for a standard playground, the cost is between \$26,000.00 - \$30,000.00, a swing set is \$5,000.00 - \$6,000.00, the soccer goals are \$1,400.00 - \$3,500.00, a shade structure, barbecue grill and bench are \$25,000.00 and the solar lights are \$5,500.00 per light and regular are \$2,200.00. The annual maintenance for everything is \$8,200.00, but a retention basin will not require all those amenities. The quote obtained did not list item by item, but with the installation, the total is approximately \$230,000.00 - \$250,000.00.

Mayor Nieves Riedel asked what if the amenities are not to exceed \$25,000.00 per acre?

Ms. Elizabeth Carpenter and Mr. David Loo, Developers for Belleza 3, stated they did not have any discussion on this with Planning & Zoning for this project, so it was never a condition that was brought forward to them. This came up when they were at the Planning & Zoning for another project. Ms. Carpenter added that at the Planning & Zoning meeting, they had a deep discussion about it and they do not have a problem providing the amenities. They understand that there is a need in the community and they are happy to contribute what they can to help. However, there are no standards, the subdivision regulations have not been written and have not been passed by the City Council, and there are no regulations put in place on how the city is going to maintain it. She is concerned about the maintenance as the trees planted in Belleza 1 and 2 are dead. In this case, something that is supposed to be a retention basin that is supposed to take water, the water will destroy it. What type of materials have to be provided for these amenities, there are a lot of unanswered questions.

Council Member Matias Rosales asked if it would make more sense to have a motion that these amenities do not exceed an amount that they are trying to do, but for these amenities to be part of the districts' installation and maintenance?

Ms. Macuil responded that it was a reasonable motion.

There was some discussion amongst the City Council on Council Member Matias Rosales' question.

Mayor Nieves Riedel stated that there is another option and that is to continue the item and hold a special meeting, give Mr. Guzman enough time to come up with the real numbers and take it from there, but this needs clarification. If it takes Mr. Guzman five (5) days, they will be there.

Mr. Loo asked if this is being done subdivision by subdivision or are these standards going to be applied to all future subdivisions, will these be ready in five (5) days?

Mr. Guzman responded that staff has a ballpark number but probably what the City Council can do is require the playground, which is the highest cost of the amenities and then the rest of the amenities can be placed through the improvement districts. But if the City Council holds a special council meeting next week, probably staff can have real numbers.

Council Member Luis E. Cabrera asked if once the regulations are approved can Mr. Loo and Ms. Carpenter give their word that they will come back and provide the amenities that the Planning & Zoning Department comes up with because staff is being placed in a situation where it is unknown if they are going to be ready in five (5) days.

Mr. Loo stated that what is hard to understand is how everybody else is going to be treated. If they say they are willing to put up \$20,000.00, and they can work with Mr. Guzman and staff to come up with some package for that number, \$1,000.00 an acre, seems like it is a fair number, they have a smaller subdivision than everybody else.

He mentioned that they would like to see the next subdivision treated in the same way and the Mayor said everyone is going to be treated equally. At the end of the day, it is going to be reflected in their prices for the lot, so they are going to pass that cost through, anyway, because that is just the way that it works. The Mayor will do the same thing so will Comite. So if it makes it easier, they are willing to say \$20,000.00 as a budget. They will do that, pass it, and then they will work with staff to come up with some sort of amenity package.

Ms. Torres expressed that maybe to make it a little bit more fair, if staff is not going to have the time to go through the entire process, maybe the City Council can do it per lot.

Mr. Vianey Vega, Vega & Vega Engineering, stated that as it has been heard, developers do not have a problem contributing towards the amenities if there is an established criteria where it can be seen what the developer is going to put. At the moment it is something that staff wants implemented that is not on paper. The developers do not have a problem with the amenities as long as there is a plan established. Projects should not be delayed because the city does not have a standard ready. The improvement districts right now cannot maintain amenities, they already looked into this with the City Council and the legal department on their last project of the townhomes as they wanted to have the improvement districts and was not possible, so they created a Homeowners' Association and that took care of the problem.

There was some discussion between the City Council and Mr. Vega.

**MOTION:** Council Member Matias Rosales/Council Member Maria Cecilia Cruz to approve Subdivision Case No. 2024-0315F with conditions as presented by staff. Motion passed with four (4) ayes and one (1) nay vote by Mayor Nieves Riedel.

Council Member Luis E. Cabrera explained his vote as he wants to be clear with the community, he added that it is not the fault of the developers and he does not want the city to be seemed as not business-friendly for future developments. If staff is not ready with new regulations, and because staff already required more than what is in the regulations and the developers agreed, he is voting Aye.

The vote was as follows:

Mayor Nieves Riedel	Nay
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	---- left the meeting at approx. 7:39 p.m.
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

**6. I. Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0461F; a request by Vega and Vega Engineering PLC, on behalf of Comite de Bienestar Inc., for the final plat approval of Bienestar Estates 12 Phase 2 subdivision, located at the southeast corner of 19th Avenue and San Fernando Street intersection in San Luis, Arizona. (Jose A. Guzman, Director of Development Services)**

Mr. Jose Guzman, Director of Development Services, stated that this is a request by Vega and Vega Engineering for the final plat approval of Bienestar Estates 12, Phase 2 subdivision located on the southeast corner of 19<sup>th</sup> Avenue and San Fernando Street, which is 39.21 acres that will be divided into 173 residential lots. Staff recommends approval of the final plat with a condition that the applicant addresses the comment letter dated September 19, 2024; the applicant agrees with the condition.

**MOTION:** Council Member Luis E. Cabrera/Council Member Maria Cecilia Cruz to approve Subdivision Case No. 2024-0461F with conditions as presented by staff. Motion passed with four (4) ayes and one (1) nay vote by Mayor Nieves Riedel. The vote was as follows:

Mayor Nieves Riedel	Nay
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	---- left the meeting at approx. 7:39 p.m.
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

**7. SUMMARY OF CURRENT EVENTS**

Council Member Maria Cecilia Cruz reported that she attended the Gran Noche Mexicana and she had the opportunity to read the Proclamation on Hispanic Heritage Month.

Council Member Luis E. Cabrera reported he could not attend the Gran Noche Mexicana because he was at the Community Forum with Police Chief Nigel Reynoso and Acting City Manager Jenny Torres. There were different organizations involved regarding the incidents that have been going on with the school threats. There was good participation from the parents in attendance. Parents are concerned about the safety of their children and the City of San Luis Police Department was thanked numerous times for their quick response to the cause and their support to the school districts.

Mayor Nieves Riedel thanked the people who worked against Proposition No. 422, the people who are being punished are the people from the City of San Luis including the children. Sometimes it is forgotten to do the right thing and instead of finding solutions where everyone wins, it is always the residents of some businesses that lose. Those people saved her over \$150,000.00 in the next subdivision.

## 8. EXECUTIVE SESSION

**Vote to hold an Executive Session pursuant to A.R.S. § 38-431.03(A) (3) (4) and (7)**

**Discussion and possible action to hold an Executive Session pursuant to A.R.S. § 38-431.03(A) (3) (4) and (7) for legal advice with the City Attorney and/or for consultation with the City Attorney in order to consider the city's position and instruct its attorneys regarding the City Council's position regarding a proposed contract that is the subject of negotiations or potential litigation regarding the Regional Center for Border Health's hospital project. (Kay Marion Macuil, City Attorney and Outside Counsel Bill Sims)**

**MOTION:** Mayor Nieves Riedel/Council Member Luis E. Cabrera to go into executive session at approximately 8:16 p.m. Motion passed unanimously

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	---- left the meeting at approx. 7:39 p.m.
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

## 9. MOTION TO GO BACK INTO REGULAR SESSION

**MOTION:** Council Member Luis E. Cabrera/Council Member Javier Vargas to go back into regular session at approximately 8:35 p.m. Motion passed unanimously

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	---- left the meeting at approx. 7:39 p.m.
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

## 10. ADJOURNMENT

**MOTION:** Council Member Luis Cabrera/Mayor Nieves Riedel to adjourn the Regular Council meeting at approximately 8:35 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	---- left the meeting at approx. 7:39 p.m.
Council Member Matias Rosales	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 September 25, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

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



## AGENDA ITEM REVIEW FORM

**Regular City Council Meeting**

**5. B.**

Meeting Date: 10/23/2024

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Summary

**DISBURSEMENTS**

**From October 4, 2024 to October 16, 2024**

**Total \$1,695,329.98**

(One Million, Six Hundred Ninety-Five Thousand, Three Hundred Twenty-Nine Dollars and Ninety-Eight Cents)

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Attachments

Disbursements

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# City of San Luis

Finance Department

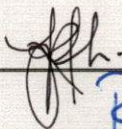
## COUNCIL MEETING OCTOBER 23, 2024 Disbursement Report from 10/04/2024 TO 10/16/2024

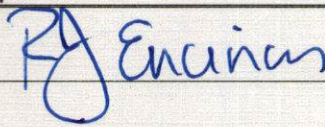
<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	10/04/2024	\$ 155,697.73	Schedule A
Payroll Check Account	10/07/2024	\$ 4,110.88	Schedule B
Payroll Check Account	10/10/2024	\$ 497,061.44	Schedule C
Accounts Payable Check Account	10/11/2024	\$ 1,038,459.93	Schedule D

**Total Disbursements: \$ 1,695,329.98**

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

155,697.73+  
4,110.88+  
1,038,459.93+  
497,061.44+  
1,695,329.98\*+

Prepared by Karla Plascencia: 

Verified by Finance:  Encinas

For Council approval on: \_\_\_\_\_

Mayor: \_\_\_\_\_

Council: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Payment Register

From Payment Date: 9/30/2024 - To Payment Date: 10/4/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
<b>1BYPAYABLE - 1st BY Accounts Payable</b>									
<b>Check</b>									
110255	10/03/2024	Open			Accounts Payable	AIRGAS USA LLC	\$767.13		
110256	10/03/2024	Open			Accounts Payable	ALDAMA, EMMANUEL	\$209.00		
110257	10/03/2024	Open			Accounts Payable	ANDRADE, CYNTHIA	\$130.08		
110258	10/03/2024	Open			Accounts Payable	ARIZONA STATE TREASURER	\$25,348.20		
110259	10/03/2024	Open			Accounts Payable	AUTOZONE STORES, INC	\$3,049.67		
110260	10/03/2024	Open			Accounts Payable	BARAJAS GUTIERREZ, MARY	\$625.00		
110261	10/03/2024	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$604.38		
110262	10/03/2024	Open			Accounts Payable	CAMPA, JOAQUIN	\$314.93		
110263	10/03/2024	Open			Accounts Payable	CENTURYLINK	\$309.60		
110264	10/03/2024	Open			Accounts Payable	ECONOMIC MODELING LLC	\$7,500.00		
110265	10/03/2024	Open			Accounts Payable	ENFORCEMENT TECHNOLOGY GROUP, INC.	\$3,000.00		
110266	10/03/2024	Open			Accounts Payable	ESCALANTE, ALVARO	\$336.00		
110267	10/03/2024	Open			Accounts Payable	GILA ELECTRONIC	\$5,709.70		
110268	10/03/2024	Open			Accounts Payable	GONZALEZ, AARON	\$209.00		
110269	10/03/2024	Open			Accounts Payable	HAJOCA CORPORATION	\$322.37		
110270	10/03/2024	Open			Accounts Payable	HD SUPPLY, INC.	\$495.30		
110271	10/03/2024	Open			Accounts Payable	HERRERA, RAMON	\$200.00		
110272	10/03/2024	Open			Accounts Payable	I AM WELLNESS STUDIO, LLC	\$150.00		
110273	10/03/2024	Open			Accounts Payable	IMSA GARAGE DOORS LLC	\$1,570.00		
110274	10/03/2024	Open			Accounts Payable	IRON MOUNTAIN INC	\$225.75		
110275	10/03/2024	Open			Accounts Payable	JAY'S ELECTRIK LLC	\$384.44		
110276	10/03/2024	Open			Accounts Payable	JIMENEZ, MARTHA	\$226.00		
110277	10/03/2024	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$120.00		
110278	10/03/2024	Open			Accounts Payable	PEREDA, JOSE	\$209.00		
110279	10/03/2024	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$165.00		
110280	10/03/2024	Open			Accounts Payable	ROBERT HALF INC.	\$1,365.00		
110281	10/03/2024	Open			Accounts Payable	ROLDAN, MARIA, ANGELICA	\$336.00		
110282	10/03/2024	Open			Accounts Payable	US POST MASTER	\$2,919.98		
110283	10/03/2024	Open			Accounts Payable	VALENZUELA, SERGIO	\$294.00		
110284	10/03/2024	Open			Accounts Payable	VARELA, LIZETTE	\$336.00		
110285	10/03/2024	Open			Accounts Payable	XEROX CORPORATION	\$839.52		
110286	10/03/2024	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$910.18		
<b>Type Check Totals:</b>							<b>\$59,181.23</b>		
<b>32 Transactions</b>									
<b>EFT</b>									
6283	10/03/2024	Open			Accounts Payable	4 IMPRINT	\$1,496.15		
6284	10/03/2024	Open			Accounts Payable	ALSCO, INC	\$6,969.74		
6285	10/03/2024	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$2,896.22		
6286	10/03/2024	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$27,872.20		
6287	10/03/2024	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	\$309.96		
6288	10/03/2024	Open			Accounts Payable	ARK WIRELESS & NETWORKING	\$300.00		
6289	10/03/2024	Open			Accounts Payable	ASSA ABLOY ENTRANCE SYSTEM US INC.	\$1,648.47		
6290	10/03/2024	Open			Accounts Payable	BILL ALEXANDER FORD	\$2,544.62		
6291	10/03/2024	Open			Accounts Payable	CDWG	\$104.00		
6292	10/03/2024	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$827.17		
6293	10/03/2024	Open			Accounts Payable	CSC OF YUMA	\$128.20		

SCHEDULE A

# Payment Register

From Payment Date: 9/30/2024 - To Payment Date: 10/4/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
6294	10/03/2024	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$150.00			
6295	10/03/2024	Open			Accounts Payable	DESERT WATER STORE INC	\$143.65			
6296	10/03/2024	Open			Accounts Payable	DIGITAL ROOM LLC	\$152.75			
6297	10/03/2024	Open			Accounts Payable	HANSBERGER REGRIGATION & ELECTRIC CO	\$3,362.00			
6298	10/03/2024	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$219.99			
6299	10/03/2024	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,125.65			
6300	10/03/2024	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$2,684.43			
6301	10/03/2024	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	\$145.00			
6302	10/03/2024	Open			Accounts Payable	PROFORCE LAW ENFORCEMENT	\$28,000.70			
6303	10/03/2024	Open			Accounts Payable	R.D. OFFUTT COMPANY	\$908.18			
6304	10/03/2024	Open			Accounts Payable	ROACH PEST CONTROL	\$1,400.00			
6305	10/03/2024	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$279.21			
6306	10/03/2024	Open			Accounts Payable	SAFELINE LLC	\$2,928.00			
6307	10/03/2024	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$3,407.93			
6308	10/03/2024	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	\$1,100.18			
6309	10/03/2024	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$1,029.05			
6310	10/03/2024	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$2,282.45			
6311	10/03/2024	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$612.56			
6312	10/03/2024	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	\$263.00			
6313	10/03/2024	Open			Accounts Payable	YUMA SUN INC	\$1,225.04			
Type EFT Totals:										
1BYPAYABLE - 1st BY Accounts Payable Totals							31 Transactions	\$96,516.50		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	\$59,181.23	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 9/30/2024 - To Payment Date: 10/4/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	32	\$59,181.23	\$0.00	
					<b>EFTs</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open	31	\$96,516.50	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>31</b>	<b>\$96,516.50</b>	<b>\$0.00</b>	
					<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open	63	\$155,697.73	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>63</b>	<b>\$155,697.73</b>	<b>\$0.00</b>	
<b>Grand Totals:</b>									
					<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open	32	\$59,181.23	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>32</b>	<b>\$59,181.23</b>	<b>\$0.00</b>	
					<b>EFTs</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open	31	\$96,516.50	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>31</b>	<b>\$96,516.50</b>	<b>\$0.00</b>	
					<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open	63	\$155,697.73	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>63</b>	<b>\$155,697.73</b>	<b>\$0.00</b>	

Karla Plascencia

Digitally signed by: Karla Plascencia  
 DN: CN = Karla Plascencia email = kplascencia@santiusaz.gov C = US O = City  
 of San Luis OU = Finance  
 Date: 2024.10.04 13:48:59 -0700



# Pay Day Register

Pay Date Range 10/01/24 - 10/31/24

Pay Batch 202410M

## Pay Batch 202410M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,650.00	ASRS Council	1,800.00
806 - TELEPHONE STIPEND	.0000	100.00	Imputed Income		ASRS LTD Council	1,800.00
Total	0.0000	\$7,650.00	FEDERAL TAX WITHHOLDING	160.49	ASRS/EORP - LEGACY RATE	1,800.00
			SOCIAL SECURITY TAX	474.30	Dental Council	.00
			MEDICARE	110.93	EODCRS - COUNCIL	2,650.00
			STATE WITHHOLDING	107.11	EODCRS - DISABILITY	2,650.00
			ASRS Council	218.16	EODCRS/EORP LEGACY RATE	2,650.00
			ASRS LTD Council	2.70	Health Council	.00
			Council Retirement EORP	403.00	Retirement Council EORP	3,100.00
			Dental Council	143.51	Vision Council	.00
			EODCRS - COUNCIL	212.00	Total	\$11,700.78
			EODCRS - DISABILITY	3.71		
			GARNISHMENT	221.11		
			Medical Council	1,440.28	Employer Taxes	Gross Base
			Vision Council	41.82	MEDICARE	7,650.00
			Net	\$4,110.88	SOCIAL SECURITY TAX	7,650.00
					SUTA/UNEMPLOYMENT	7,650.00
					Total	\$631.13

Roula J. de Encinas

Digitally signed by: Roula J. de Encinas  
DN: CN = Roula J. de Encinas email =  
rencinas@sanluisaz.gov C = US O =  
City of San Luis  
Date: 2024.10.10 11:01:43 -0700'

Workers' Comp	Gross Base
MUNICIPAL/ TOWN/	7,650.00
Total	\$133.89

Direct Deposits	Amount
1st Bank Yuma	2,373.26
Chase Bank	823.99
Navy Federal	167.18
REALTORS FED CRED UNION	31.93
Wells Fargo	714.52
Total	\$4,110.88

Check \$0.00

SCHEDULE B



# Pay Day Register

Pay Date Range 09/21/24 - 10/04/24

Pay Batch 202421

SCHEDULE C

## Pay Batch 202421 Total

Employees in Pay Batch 338

Female Employees in Pay Batch 100

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
100 - REGULAR	25,156.0000	600,688.74	Gross	721,051.19	ASRS ALTERNATE	522.54	5,128.00
1000 - ADMIN LEAVE	93.0000	2,813.76	Imputed Income		AZ STATE RETIREMENT	50,883.73	419,833.13
1001 - LEAVE WITHOUT PAY	115.2900	.00	FEDERAL TAX WITHHOLDING	44,456.04	DENTAL = FAMILY	457.70	.00
1005 - BEREAVEMENT	24.0000	398.88	SOCIAL SECURITY TAX	44,705.28	LONG TERM DISABILITY	629.77	419,833.13
1006 - CIVIC LEAVE	4.0000	88.08	MEDICARE	10,455.16	MEDICAL MEX ONLY - EE &	1,414.40	.00
1007 - ON CALL WORKED HOURS	34.2500	828.75	STATE WITHHOLDING	13,721.39	MEDICAL MEX ONLY - EE &	6,454.25	.00
1009 - PART TIME	314.1069	6,873.55	AM. FIDELITY - HEALTH FSA	233.33	MEDICAL MEX ONLY - EE &	1,768.00	.00
1010 - PART TIME FIREFIGHTERS	313.2500	5,847.50	AM. FIDELITY- ACCIDENT-POST	34.39	MEDICAL MEX ONLY - EE ONLY	440.80	.00
105 - MILITARY LEAVE	14.0000	366.24	AM. FIDELITY- ACCIDENT-PRE	557.40	MEX & US HEALTH = EE	56,552.54	.00
201 - OVERTIME	644.5000	24,053.10	AM. FIDELITY- CANCER-POST	28.70	MEX ONLY DENTAL - EE &	142.40	.00
202 - OP STONE GARDEN- O.T.	588.5000	29,035.32	AM. FIDELITY- CANCER-PRE TAX	158.25	MEX ONLY DENTAL - EE &	408.07	.00
2023 - FMLA - SICK LEAVE	5.9000	110.18	AM. FIDELITY- GCI -POST TAX	63.84	MEX ONLY DENTAL - EE &	149.52	.00
2024 - FMLA - VACATION LEAVE	49.1000	900.42	AM. FIDELITY- GHI- PRE TAX	283.46	MEX ONLY DENTAL - EE ONLY	56.98	.00
210 - SRO	80.0000	2,508.00	AM. FIDELITY- LIFE -POST TAX	392.90	PSPRS - ALTERNATE	194.18	2,427.20
300 - VACATION EARNED	1,364.3900	.00	AM. FIDELITY- TX LIFE -POST	191.27	PSPRS FIRE DB NORM - TIER 1	8,810.31	69,591.73
301 - VACATION USED	845.2700	20,971.02	AZ COPS - SLPD	520.00	PSPRS FIRE DB NORM - TIER 2	602.41	4,758.35
400 - SICK EARNED	1,272.3850	.00	AZ STATE RETIREMENT	50,883.73	PSPRS FIRE DB NORM - TIER 3	5,011.21	56,368.85
405 - SCHEDULED SICK LEAVE	305.6800	8,088.34	CHILD SUPPORT 2	234.46	PSPRS FIRE DB UNFUND - TIER	417.55	69,591.73
406 - UNSCHEDULED SICK LEAVE	442.5000	9,882.11	DEFERRED COMP - ROTH	915.00	PSPRS FIRE DB UNFUND - TIER	28.55	4,758.35
502 - ON CALL PAY I.T.	.0000	100.00	DEFERRED COMP - ROTH	322.70	PSPRS FIRE DB UNFUND - TIER	400.23	56,368.85
503 - STAND-BY PAY	647.0500	1,294.10	DEFERRED COMPENSATION	3,515.00	PSPRS POLICE DB NORM - TIER	7,020.33	70,343.94
900 - COMPENSATION EARNED	2.2500	.00	DEFERRED COMPENSATION	609.34	PSPRS POLICE DB NORM - TIER	1,223.85	12,263.14
901 - COMPENSATION USED	7.5000	131.10	FOP/ALC	420.00	PSPRS POLICE DB NORM - TIER	4,871.35	54,795.77
940 - PD - EDU ASST	.0000	550.00	GARNISHMENT - CHILD	2,968.33	PSPRS POLICE DB UNFUND -	3,116.22	70,343.94
941 - PD - EDU BCHL	.0000	525.00	IAFF- FIRE DEPT	1,575.00	PSPRS POLICE DB UNFUND -	543.25	12,263.14
942 - PD - EDU MAST	.0000	100.00	LEGAL SHIELD	59.31	PSPRS POLICE DB UNFUND -	2,608.28	54,795.77
950 - PD -SRT	.0000	200.00	LONG TERM DISABILITY	629.77	STANDARD STD	3,237.51	.00
951 - PD - K-9 HANDLER	.0000	100.00	MANHATTANLIFE ASSURANCE	114.08	U.S. MEX DENTAL - EE &	398.50	.00
952 - PD - PHLEBOTOMIS	.0000	150.00	MASS MUTUAL - LIFE	9.77	U.S. MEX DENTAL - EE &	111.58	.00
953 - PD - COLLISION	.0000	150.00	MEX ONLY DENTAL - EE &	183.20	US & MEX DENTAL - EE	3,064.32	.00
956 - PD - MIDNIGHT SHFT	.0000	700.00	MEX ONLY DENTAL - EE &	525.03	US & MEX HEALTH = C	18,439.50	.00
961 - FD - EDU ASST	.0000	700.00	MEX ONLY DENTAL - EE &	192.36	US & MEX HEALTH = FAMILY	25,237.86	.00
962 - FD - EDU BACHL	.0000	225.00	MEX ONLY HEALTH - EE & CH	414.88	US & MEX HEALTH = SP	3,882.00	.00
965 - PD - STAND-BY PAY	.0000	2,290.00	MEXICO ONLY HEALTH - EE &	1,893.25	VISION - SINGLE	1,132.31	.00
967 - FD - SPECIAL ASSIGNMNT	166.0000	332.00	MEXICO ONLY HEALTH - EE &	518.60	VSP- VISION	588.00	.00
968 - SRO 50	.0000	50.00	MISCELLANEOUS	195.00	Total	\$210,820.00	.00
Total	32,488.9219	\$721,051.19	NEW YORK LIFE - LIFE INS	36.49			
			PAC FUND- FIRE DEPT.	129.00	Employer Taxes		Gross Base
			PS DEFERRED COMP - ROTH	655.00	MEDICARE	10,455.16	721,051.19



# Pay Day Register

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Pay Batch 202421

PS DEFERRED COMP - ROTH	259.49	2,594.88	SOCIAL SECURITY TAX	44,705.28	721,051.19
PS DEFERRED COMP TIAA -	313.31	7,283.59	SUTA/UNEMPLOYMENT	<u>4,137.51</u>	689,586.22
PS DEFERRED COMPENSATION	1,590.00	.00	Total	<u>\$59,297.95</u>	
PSPRS FIRE DB RATE - TIER 1a	4,416.53	57,732.51			
PSPRS FIRE DB RATE - TIER 1b	907.24	11,859.22	<u>Workers' Comp</u>		<u>Gross Base</u>
PSPRS FIRE DB RATE - TIER 2	364.01	4,758.35	Ambulance EMT Search &	3,353.28	70,596.36
PSPRS FIRE DB RATE - TIER 3	5,011.21	56,368.85	ANIMAL CONTROL OFFICERS	71.45	3,175.57
PSPRS POLICE DB RATE - TIER	3,874.82	50,651.21	ATTORNEY- ALL & CLERICAL-	70.62	32,097.90
PSPRS POLICE DB RATE - TIER	1,506.50	19,692.73	AUTO SERVICE/ REPAIR	294.36	10,550.81
PSPRS POLICE DB RATE - TIER 2	938.12	12,263.14	BUILDING- NOC OPER BY	560.60	15,486.59
PSPRS POLICE DB RATE - TIER 3	4,871.35	54,795.77	BUS COMPANY AND DRIVERS	90.69	1,642.85
STANDARD LIFE ADDTNL	893.72	.00	CLERICAL OFFICE/ LIBRARY/	407.02	169,583.55
TRANSWESTERN MEXICAN	139.50	.00	Electrician	68.58	2,184.00
U.S. MEX DENTAL - EE &	513.25	.00	FIREFIGHTERS & DRIVERS	3,584.51	75,463.07
U.S. MEX DENTAL - EE &	143.71	.00	GARBAGE/ ASH/ REFUSE	668.53	10,696.51
UNITED WAY	14.00	.00	Homemaker Service	40.56	1,770.83
US & MEX DENTAL= FAMILY	604.53	.00	Motion Picture Production	16.45	2,530.80
US & MEX HEALTH = C	5,408.92	.00	MUNICIPAL/ TOWN/	718.12	41,036.24
US & MEX HEALTH = FAMILY	7,478.56	.00	PARKS- NOC ALL EMPLOYEES	802.08	25,873.34
US & MEX HEALTH = SP	1,138.72	.00	POLICE OFFICERS	7,089.74	149,256.66
VSP - VISION CHILDREN	257.89	.00	RECREATION- ALL EMPLOYEES/	295.32	21,557.44
VSP - VISION FAMILY	397.29	.00	SEWAGE DISPOSAL/ PLANT	1,022.87	29,735.34
VSP - VISION SPOUSE	146.37	.00	Street or Road Construction	2,563.78	29,034.78
Net	<u>\$497,061.44</u>		WATERWORKS OPERATIONS	<u>998.59</u>	28,778.55
			Total	<u>\$22,717.15</u>	

Roula J.  
de Encinas

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C = US O = City of San Luis  
Date: 2024.10.10 11:01:18 -07'00'

<u>Direct Deposits</u>	<u>Amount</u>
1st Bank Yuma	43,865.73
ACADEMY BANK	2,598.78
AVENIR FINANCIAL	39,365.12
Bank of America	6,281.41
Bank of America CA	1,103.74
Bankcorp	200.00
CAPITAL ONE	2,232.03
Charles Sch	250.00
Chase Bank	224,995.55
CHASE BANK CA	1,327.15
CHASE BANK MORGAN	1,543.52
CHASE BANK TX	2,275.49
chase centro	1,811.49
discover	400.00
FF CREDIT UNION	2,226.72
FIDELITY	324.76



# Pay Day Register

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FIREFIGHTER FIRST CREDIT UNION	10,415.69
HUGHES FCU	1,753.14
MECHANICS BANK	255.26
National Bank	1,286.61
Navy Federal	32,589.79
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	817.05
PATHWARD	1,343.80
SOFI BANK	925.95
Sunbank	1,733.38
THE FOOTHILLS BANK	672.64
USAA FEDERAL SAVING	1,186.81
VANTAGE WEST	2,036.23
WASHINGTON FEDERAL	1,094.22
Wells Fargo	93,660.54
WELLS FARGO ARKANSAS	1,440.45
WELLS FARGO CA	3,683.00
WELLS FARGO YUMA	2,851.55
Total	<u>\$488,667.60</u>
Check	\$8,393.84

# Payment Register

From Payment Date: 10/7/2024 - To Payment Date: 10/11/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
110287	10/11/2024	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$390.00		
110288	10/11/2024	Open			Accounts Payable	ARIZONA FIRE CHIEFS ASSOC.	\$475.00		
110289	10/11/2024	Open			Accounts Payable	ARIZONA STATE UNIVERSITY	\$7,000.00		
110290	10/11/2024	Open			Accounts Payable	BERMUDEZ, CARLOS	\$268.00		
110291	10/11/2024	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$6,646.92		
110292	10/11/2024	Open			Accounts Payable	CRUZ, MARIA, CECILIA	\$76.00		
110293	10/11/2024	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$230,637.92		
110294	10/11/2024	Open			Accounts Payable	ENCINAS, JOSE	\$327.00		
110295	10/11/2024	Open			Accounts Payable	ENCINAS, JOSE	\$327.00		
110296	10/11/2024	Open			Accounts Payable	ENTERPRISE FM TRUST	\$755.68		
110297	10/11/2024	Open			Accounts Payable	FLORES, EMMANUEL	\$130.00		
110298	10/11/2024	Open			Accounts Payable	FRAGOZO, WALTER	\$200.00		
110299	10/11/2024	Open			Accounts Payable	G&T ALARM CO LLC	\$180.00		
110300	10/11/2024	Open			Accounts Payable	GALVAN, AURELIO, JR	\$268.00		
110301	10/11/2024	Open			Accounts Payable	GARCIA, PABLO	\$216.00		
110302	10/11/2024	Open			Accounts Payable	GONZALEZ, JAVIER	\$177.00		
110303	10/11/2024	Open			Accounts Payable	GONZALEZ, JAVIER	\$98.00		
110304	10/11/2024	Open			Accounts Payable	HERNANDEZ, MANUEL , A	\$81.00		
110305	10/11/2024	Open			Accounts Payable	JAY'S ELECTRIK LLC	\$2,529.75		
110306	10/11/2024	Open			Accounts Payable	LIFELINE TRAINING	\$1,045.00		
110307	10/11/2024	Open			Accounts Payable	LOCMIS	\$1,531.21		
110308	10/11/2024	Open			Accounts Payable	LOPEZ, ISIDRO	\$130.00		
110309	10/11/2024	Open			Accounts Payable	MARTIN'S CUSTOM CABINETS, LLC	\$1,640.00		
110310	10/11/2024	Open			Accounts Payable	MORA, CESAR	\$130.00		
110311	10/11/2024	Open			Accounts Payable	OSUNA, JULIAN	\$130.00		
110312	10/11/2024	Open			Accounts Payable	PIERCE COLEMAN PLLC	\$3,923.50		
110313	10/11/2024	Open			Accounts Payable	PINNACLE MEDICAL GROUP AZ P.C	\$170.00		
110314	10/11/2024	Open			Accounts Payable	RAMIREZ, FELIPE	\$216.00		
110315	10/11/2024	Open			Accounts Payable	RAMIREZ, FELIPE	\$516.00		
110316	10/11/2024	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$300.00		
110317	10/11/2024	Open			Accounts Payable	RED WING BRANDS OF AMERICA INC	\$200.00		
110318	10/11/2024	Open			Accounts Payable	ROBERT HALF INC.	\$1,400.00		
110319	10/11/2024	Open			Accounts Payable	ROSALES, MATIAS	\$187.84		
110320	10/11/2024	Open			Accounts Payable	SOSA, DOMINGO	\$375.00		
110321	10/11/2024	Open			Accounts Payable	VALENCIA, LINO	\$327.00		
110322	10/11/2024	Open			Accounts Payable	VALENCIA, LINO	\$327.00		
110323	10/11/2024	Open			Accounts Payable	VARGAS, HERIBERTO	\$81.00		
110324	10/11/2024	Open			Accounts Payable	XEROX CORPORATION	\$223.46		
110325	10/11/2024	Open			Accounts Payable	YUMA VALLEY CONTRACTORS	\$441,542.87		
110326	10/11/2024	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$112.01		
110327	10/11/2024	Open			Accounts Payable	FOP/ALC	\$420.00		
110328	10/11/2024	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$520.00		
110329	10/11/2024	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,202.79		

SCHEDULE D

# Payment Register

From Payment Date: 10/7/2024 - To Payment Date: 10/11/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
110330	10/11/2024	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
110331	10/11/2024	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$129.00		
110332	10/11/2024	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	\$1,575.00		
110333	10/11/2024	Open			Accounts Payable	ALEXIS ZOEY PRICE	\$200.00		
110334	10/11/2024	Open			Accounts Payable	AUTOZONE STORES, INC	\$1,280.19		
110335	10/11/2024	Open			Accounts Payable	GARCIA, BETSABE, P	\$50.00		
110336	10/11/2024	Open			Accounts Payable	JUAREZ, ADA	\$50.00		
110337	10/11/2024	Open			Accounts Payable	MONTANO, JOSE	\$50.00		
110338	10/11/2024	Open			Accounts Payable	PETTY CASH/ CAROLINA CORRAL	\$251.46		
110339	10/11/2024	Open			Accounts Payable	PETTY CASH/POLICE	\$167.92		
110340	10/11/2024	Open			Accounts Payable	TISCHLERBISE, INC.	\$5,496.00		
110341	10/11/2024	Open			Accounts Payable	YMPO	\$2,189.00		
110342	10/11/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$221.11		
110343	10/11/2024	Open			Accounts Payable	STANDARD INSURANCE CO.	\$12,512.95		
Type Check Totals:									
EFT									
6314	10/11/2024	Open			Accounts Payable	24/7 GET FIT LLC	\$1,377.00		
6315	10/11/2024	Open			Accounts Payable	ADEMCO INC,	\$152.47		
6316	10/11/2024	Open			Accounts Payable	AMAZON WEB SERVICES INC	\$1.88		
6317	10/11/2024	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	\$525.00		
6318	10/11/2024	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$214.67		
6319	10/11/2024	Open			Accounts Payable	BALAR EQUIPMENT CORPORATION	\$2,316.30		
6320	10/11/2024	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$2,379.64		
6321	10/11/2024	Open			Accounts Payable	BORDER GYM	\$275.00		
6322	10/11/2024	Open			Accounts Payable	BORREGO BROTHERS, INC	\$1,451.28		
6323	10/11/2024	Open			Accounts Payable	CDWG	\$293.19		
6324	10/11/2024	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	\$17,040.00		
6325	10/11/2024	Open			Accounts Payable	DANA KEPNER COMPANY LLC	\$74,083.39		
6326	10/11/2024	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$1,078.56		
6327	10/11/2024	Open			Accounts Payable	DESERT WATER STORE INC	\$172.67		
6328	10/11/2024	Open			Accounts Payable	FORJACERO TR LLC	\$3,289.22		
6329	10/11/2024	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$135.00		
6330	10/11/2024	Open			Accounts Payable	GARCIA, JESUS	\$300.00		
6331	10/11/2024	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	\$15,940.75		
6332	10/11/2024	Open			Accounts Payable	HUMANE SOCIETY OF YUMA	\$7,916.64		
6333	10/11/2024	Open			Accounts Payable	KTL&C, LLC.	\$265.44		
6334	10/11/2024	Open			Accounts Payable	L.N. CURTIS & SONS	\$580.24		
6335	10/11/2024	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$300.00		
6336	10/11/2024	Open			Accounts Payable	MAYA'S CONSTRUCTION LLC.	\$1,345.00		
6337	10/11/2024	Open			Accounts Payable	MGC CONTRACTORS, INC	\$73,886.16		
6338	10/11/2024	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	\$216.00		
6339	10/11/2024	Open			Accounts Payable	RAMIREZ ADVISORS INTER-NATIONAL,LLC	\$7,500.00		

# Payment Register

From Payment Date: 10/7/2024 - To Payment Date: 10/11/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
6340	10/11/2024	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$1,875.00		
6341	10/11/2024	Open			Accounts Payable	SIMS MACKIN, LTD.	\$1,425.00		
6342	10/11/2024	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$19.50		
6343	10/11/2024	Open			Accounts Payable	STRONG, CAMERON, T	\$10,260.00		
6344	10/11/2024	Open			Accounts Payable	ULINE, INC.	\$1,625.39		
6345	10/11/2024	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$463.27		
6346	10/11/2024	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$1,587.65		
6347	10/11/2024	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$318.00		
6348	10/11/2024	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	\$750.00		
6349	10/11/2024	Open			Accounts Payable	YUMA NURSERY LLC	\$504.05		
6350	10/11/2024	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	\$5,000.00		
6351	10/11/2024	Open			Accounts Payable	JSA COMPANY	\$24,692.00		
6352	10/11/2024	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$40,528.33		
6353	10/11/2024	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,755.66		
6354	10/11/2024	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$1,000.00		
Type EFT Totals:									
1BPAYABLE - 1st BY Accounts Payable Totals								\$304,839.35	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	57	\$733,620.58	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>57</b>	<b>\$733,620.58</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	41	\$304,839.35	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 10/7/2024 - To Payment Date: 10/11/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	41	\$304,839.35	\$0.00	
					<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open	98	\$1,038,459.93	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>98</b>	<b>\$1,038,459.93</b>	<b>\$0.00</b>	
<b>Grand Totals:</b>									
					<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open	57	\$733,620.58	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>57</b>	<b>\$733,620.58</b>	<b>\$0.00</b>	
					<b>EFTs</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open	41	\$304,839.35	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>41</b>	<b>\$304,839.35</b>	<b>\$0.00</b>	
					<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open	98	\$1,038,459.93	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>98</b>	<b>\$1,038,459.93</b>	<b>\$0.00</b>	

**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: 2024.10.11 11:46:58 -0700'



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. A.

**Meeting Date:** 10/23/2024

**Department Head:** Nigel Reynoso, Chief of Police, Police Department

**Submitted By:** Michelle Boucher, Police Administrator, Police Department

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding authorization to accept a service agreement and enter into a contract with Flock Group Inc. **(Nigel Reynoso, Chief of Police)**

#### SUMMARY:

The deployment of up to 24 Flock Safety video cameras across San Luis is poised to significantly deter crime and aid in police investigations. By strategically placing these high-definition cameras in key areas, the city enhances visibility and surveillance, which serves as a strong deterrent to potential offenders who recognize that their actions are being monitored. Additionally, the cameras utilize advanced Automatic License Plate Recognition (ALPR) technology, enabling law enforcement to swiftly identify and track vehicles involved in criminal activities. This capability not only accelerates the resolution of ongoing investigations but also provides valuable evidence that can be used in court. Ultimately, the presence of these cameras fosters a safer community by discouraging criminal behavior and supporting law enforcement efforts to maintain public safety.

The San Luis Police Department, with the assistance and recommendation of Information Technology, is requesting to enter into a one-year agreement with Flock Safety for a total cost of \$99,130.00 per year. The cost will be covered through funds awarded by the Arizona Department of Emergency and Military Affairs Border Fencing and Technology Grant and approved as part of the Fiscal Year 2024-2025 Capital Projects Grant Funds.

Flock Safety is the sole manufacturer, developer, and distributor of the proprietary Flock Safety Falcon ALPR Camera and FlockOS Real Time Crime Center integrated solution. It is an exclusive service under 3.05.020 Exclusive Services.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE CONTRACT WITH FLOCK GROUP INCORPORATED FOR \$99,130.00 FOR THE INITIAL YEAR USING ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS (AZDEMA) GRANT FUNDS AS PRESENTED.**

---

#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	State
<b>TOTAL:</b>	\$99,130.00
<b>BUDGETED AMOUNT:</b>	\$265,000.00

**AVAILABLE AMOUNT TO TRANSFER:**

N/A

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** 250-181-90000/Police  
Equipment Border Security  
DEMA Grant/ \$265,000

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

Funds were approved as FY25 capital project in account 250-181-90000. There are sufficient funds in this account to make the purchase.

The contract term is for one (1) year, termination possible with 30 days' notice, with the option to renew annually thereafter.

Currently, subsequent years will be \$99,130.00 per year. There are sufficient funds in this account to renew for one additional year if desired.

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**Attachments**

Flock Safety Contract

Sole Source Letter

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**Flock Safety + AZ - San Luis PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Hamza Al Baroudi  
hamza.albaroudi@flocksafety.com  
4804892024

flock safety

# flock safety

## ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer: AZ - San Luis PD  
 Legal Entity Name: AZ - San Luis PD  
 Accounts Payable Email: nreynoso@sanluisaz.gov  
 Address: 1030 Union Street San Luis, Arizona  
 85349

Initial Term: 12 Months  
 Renewal Term: 12 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - Invoiced at First Camera Validation.  
 Retention Period: 30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$99,130.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS® Elite Package	Included	1	Included
<b>Flock Safety Video Products</b>			
Flock Safety Wing™ VMS	Included	120	Included
Flock Safety Condor™ PTZ w/ LTE Service	Included	24	Included
Solar Condor™ Fixed	Included	1	Included
<b>Flock Safety Platform Add Ons</b>			
FlockOS Community Program - 20 / 160	Included	160	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Community Program Implementation Fee - 20 / 160	\$0.00	1	\$0.00
Professional Services - Electrical Implementation Fee	\$0.00	24	\$0.00
Professional Services - Existing Infrastructure Implementation Fee	\$0.00	1	\$0.00

**Subtotal Year 1:** \$99,130.00  
**Annual Recurring Subtotal:** \$99,130.00  
**Discounts:** \$40,150.00

**Estimated Tax:** \$9,987.57

**Contract Total:** \$99,130.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Community Program will be subject to pre-payment by Customer. After 270 days, if more than 25% of the pre-paid connections have not been utilized, the outstanding connections will automatically be converted to Customer-subscribed Flock Safety Wing(s). No additional signature will be required for automatic conversion to Flock Safety Wing. In the alternative, Customer will have the option to convert unused funds from the pre-paid connections to purchase Flock Hardware (including, Flock Safety Falcon, Flock Safety Raven, Flock Safety Condor, etc.). Customer signature shall be required to convert pre-paid connections to Flock Hardware. For the avoidance of doubt, all conversions will: 1) be subject to Flock's Terms and Conditions including but not limited to the Reinstall Fee Schedule; and 2) will become part of Customer's Flock Service subscription and automatically renew for successive renewal terms of the greater of one (1) year or the length set forth on the Order Form, unless Customer gives Flock notice of non-renewal at least thirty (30) days prior to the end of the Term. Customer shall not be entitled to a refund for the Community Program, including for any unused funds or connections. Customer represents and warrants that Customer will obtain permission for Flock to install Flock Hardware related to the Community Program on any third-party property.

**Billing Schedule**

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At First Camera Validation	\$99,130.00
<b>Annual Recurring after Year 1</b>	\$99,130.00
<b>Contract Total</b>	\$99,130.00

\*Tax not included

**Discounts**

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$40,150.00

## Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS® Elite Package	Distinguishing itself from traditional brick-and-mortar real-time crime centers (RTCCs) and other cloud-based solutions, FlockOS® Elite is scalable and community-powered, offering a versatile, cloud-based RTCC platform.
Flock Safety Wing™ VMS	
FlockOS Community Program - 20 / 160	Flock Community Program with Rollover Devices. Package of 20 Locations OR 160 Connections, whichever occurs first. Flock will coordinate with the Agency on which submissions receive agency-paid connections.
Flock Safety Condor™ PTZ w/ LTE Service	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required.   *Flock provided sim card camera is limited to 25 hours per month of live streaming.
Professional Services - Community Program Implementation Fee - 20 / 160	
Professional Services - Electrical Implementation Fee	Electrical connection and maintenance services for AC powered devices by Flock qualified electrical workers.
Solar Condor™ Fixed	Law enforcement grade live streamed Solar powered Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming. AC power is also available if needed.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: AZ - San Luis PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Mark Smith

Name: Nigel Reynoso

Title: \_\_\_\_\_

Title: Chief of Police

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

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

PO Number: \_\_\_\_\_

# Customer Implementation Guide

# Law Enforcement



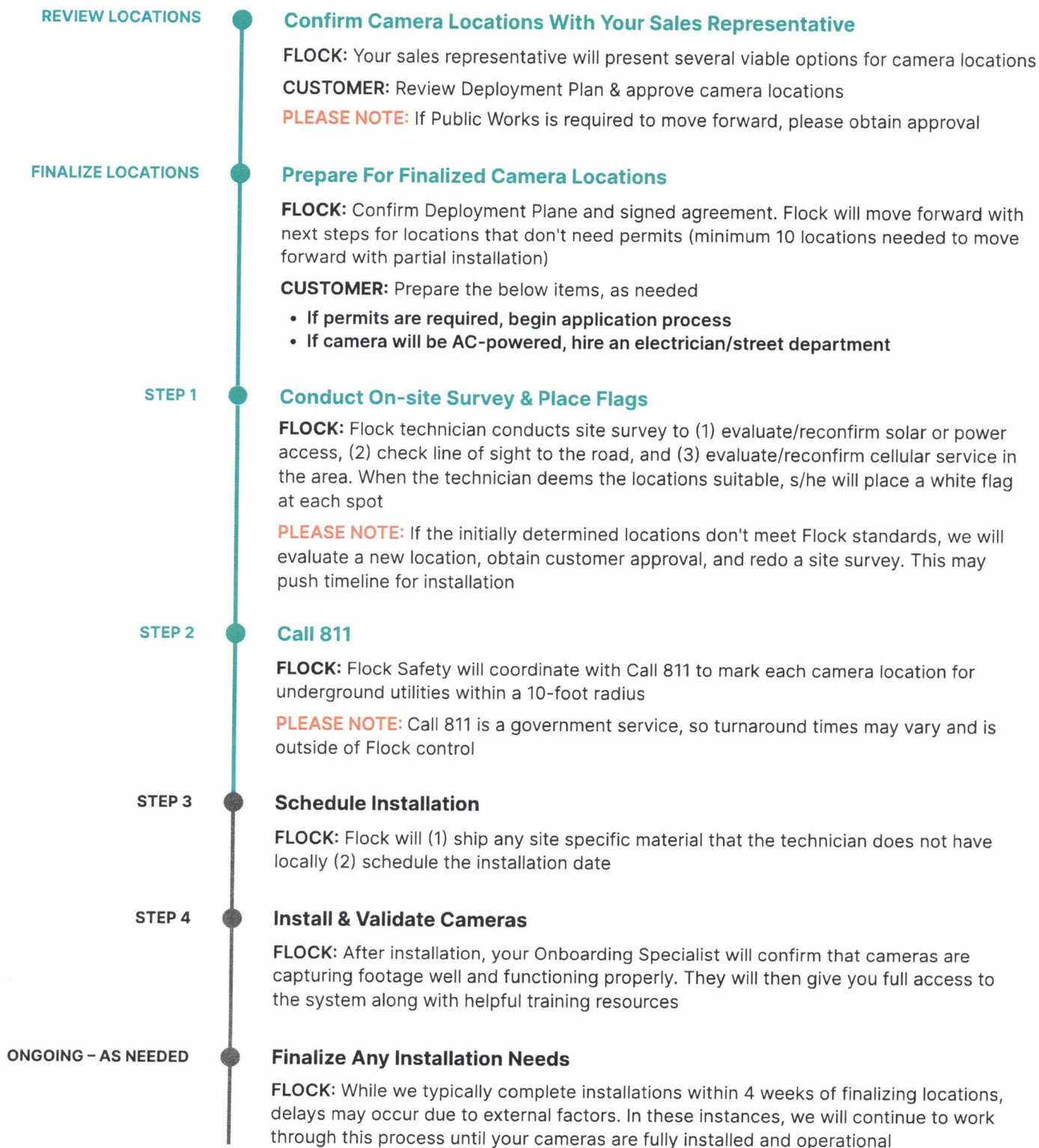
flock safety

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# Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



# Flock Safety Team

Implementation Team	How They Will Support You
 <p><b>Project Manager</b></p>	<p>Your <b>Project Manager</b> is your <b>primary contact during camera installation.</b></p> <p>Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</p>
 <p><b>Field Operations Team</b></p>	<ul style="list-style-type: none"><li>• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.</li><li>• They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.</li><li>• <b>*Note*:</b> For <b>all Installation questions or concerns</b>, please always direct them to your <b>Customer Success Manager</b> and not the technician.</li></ul>

Relationship Team	How They Will Support You
 <p><b>Customer Success Manager</b></p>	<p>Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p>While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p>Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul style="list-style-type: none"><li>• Set up Account Training</li><li>• Understand benefits of features</li><li>• Learning best practices for getting relevant data</li><li>• Identifying opportunities to expand the security network in your area</li><li>• Provide feedback on your partnership with Flock</li></ul>
 <p><b>Flock Safety Support</b></p>	<p>The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. <b>To get in touch with support</b>, simply email <a href="mailto:support@flocksafety.com">support@flocksafety.com</a> or call <b>866-901-1781 Mon-Fri 8am-8pm EST.</b></p> <p>Support can help you:</p> <ul style="list-style-type: none"><li>• Request camera maintenance</li><li>• Troubleshoot online platform</li><li>• Contract / Billing questions</li><li>• Update account information</li><li>• Camera Sharing questions</li><li>• Quick “How to” questions in your Flock Account</li></ul>

Outside Party	When They May Be Involved
Electrician/Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

**PLEASE NOTE:** On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

# Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
<b>Pole</b>	None	Flock	NCHRP 350 / MASH
<b>Timeline</b>	Short	Medium	Longest
<b>Cost</b>	Lowest	Mid	Highest

## Existing Infrastructure Implementation

**COST:** \$150 per camera (one time cost)

### Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
  - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
  - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
  - Access requiring up to a 14' using an A-frame ladder
  - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

## Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
  - Standard, 12' above grade [Flock breakaway pole](#)
  - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

## Standard Implementation

**COST:** \$650 per camera (one time cost)

### Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
  - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

## Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
  - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

## Advanced Implementation

**COST:** \$1,900 per camera (one time cost)

### Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

## Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on **Standard, 12' above grade Flock breakaway pole** or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

# Things to Consider When Selecting Locations

## Falcon Cameras

- Use Cases
  - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
  - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
  - They capture vehicles driving away from an intersection.
  - They cannot point into the middle of an intersection.
  - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
  - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.\*
  - They should be mounted one per pole.\*\* If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).\*\*\*
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.



\* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

\*\* Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

\*\*\* Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

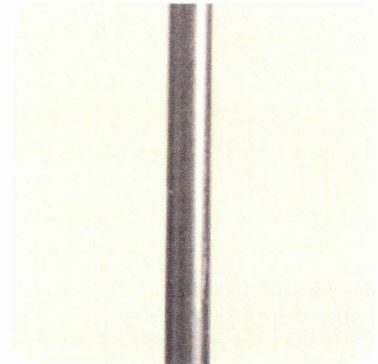
## Solar Panels

Solar panels need unobstructed southern-facing views.



## Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



# Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

## How to Get Started with a Powered Install



### 1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources

---



### 2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera

---



### 3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras

---



### 4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present

---



### 5. Install Camera

Flock will install the camera and AC power kit at the specified camera location

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### 6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

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# Electrician Handout

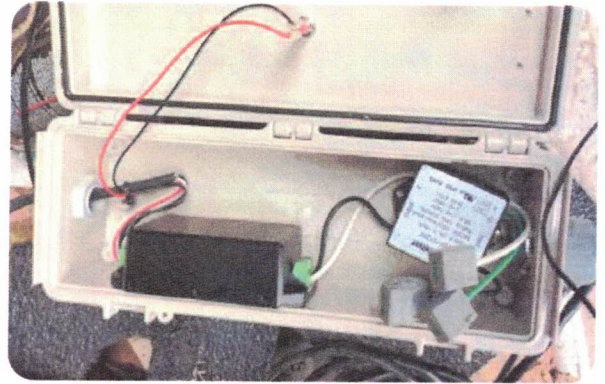
## Electrician Installation Steps

1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.

2. Open the box using hinges.

3. Connect AC Mains per wiring diagram below:

- a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
- b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
- c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.



4. Verify that both the RED LED is lit on the front of the box

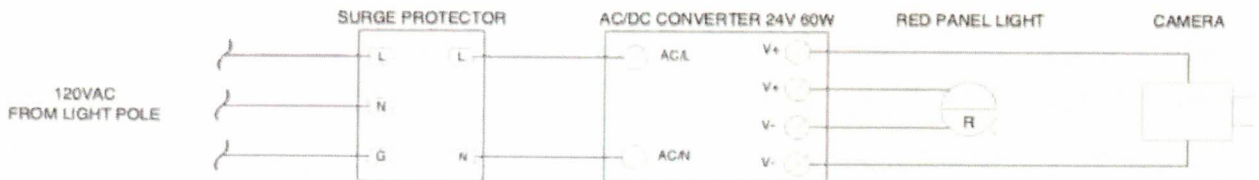
5. Close box and zip tie the box shut with the provided zip tie

6. While still on-site, call Flock, who will remotely verify that power is working correctly:

**Southeast Region - (678) 562-8766**

**West-Region - (804) 607-9213**

**Central & NE Region - (470) 868-4027**



## FAQs about AC-Powered Flock Cameras

### What voltage is supported?

The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

### How much power does this consume?

Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

### Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

### Who is responsible for maintenance?

Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

### How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

### What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

**Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

**How long does this process typically take?**

The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

**What kind of electrician should I look for?**

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

**What happens if the electrician damages the equipment?**

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

**When should the electrician perform his work?**

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

**What if my electrician has questions about Flock's AC Kit?**

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

**What if the AC power is on a timer?**

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

# Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding Changes During Initial Installation</i>
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees	
Installation Labor Costs	Permit Application Processing Fees	
Customer Support / Training	Specialist Mounting Equipment	<i>Including, But Not Limited To, **MASH Poles Or Adapters</i>
Cellular Data Coverage	Bucket Trucks	
Maintenance Fees (Review <a href="#">Fees Sheet</a> For More Details)	Loss, Theft, Damage To Flock Equipment	
Data Storage For 30 Days	Camera Downtime Due To Power Outage	<i>Only Applicable For AC-Powered Cameras</i>
	***Field Technician Maintenance For <b>Falcon™ Flex</b>	

\*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

\*\*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

\*\*\*If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

# Permitting: Pre-Install Questionnaire

## 1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline.**
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

## 2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
  - What is the RoW buffer?
  - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
  - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
    - Note: A bucket truck is required if the height exceeds 15 feet tall.

## 3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
  - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
  - Double Panel: 21.25" x 28" x 2" (LxWxD)

## 4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?\***

**PLEASE NOTE:** If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

- **If full traffic control is required (cones, arrow boards, etc.):**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices ([MUTCD](#)).
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
  - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
  - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

## 5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

## 6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
  - Permitting
  - Public Works
  - Traffic Department

## \*Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

### What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
  - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy <https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

### Incurred Fees:

- Camera relocation
  - Existing infrastructure (non-AC powered)..... **\$350**
  - Flock pole (non-AC powered)..... **\$750**
  - Advanced pole (non-AC powered)..... **\$5000**
- Replacements
  - Camera only as a result of vandalism, theft, or damage ..... **\$800**
  - Pole replacement only as a result of vandalism, theft, or damage
    - Flock pole ..... **\$500**
    - Advanced pole ..... **\$5000**
  - Full replacement as a result of vandalism, theft, or damage
    - Flock pole, camera, and solar (non-AC Powered)..... **\$1300**
    - Advanced pole, camera, and solar (non-AC Powered)..... **\$5800**

- Trip charge ..... **\$350**
  - Examples:
    - Angle adjustment (elective)
    - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email [support@flocksafety.com](mailto:support@flocksafety.com).

## Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

[How do I search camera footage?](#)

[How do I add a user?](#)

[How do I add a vehicle to my own Hot List?](#)

[How do I enable browser notifications for Hot List alerts?](#)

[How do I get text alerts for Hot List?](#)

[How do I request camera access from other nearby agencies?](#)

[How do I use the National Lookup to search for a plate?](#)

*(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)*

[How do I reset my / another user's password?](#)

## Customer Support

You can reach our customer support team anytime by emailing [support@flocksafety.com](mailto:support@flocksafety.com). They can help answer any “How-To” questions you may have.



## **Sole Source Letter for Flock Safety® RTCC and ALPR Solution**

Flock Safety® is the sole manufacturer, developer, and distributor of the proprietary Flock Safety Falcon® ALPR Camera and FlockOS® Real Time Crime Center integrated solution. Flock Safety® is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety® ALPR Camera.

**The Flock Safety® ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:**

1. **Real Time Crime Center Platform:**

- Flock Safety is the only Real-Time-Crime-Center (RTCC) platform that offers its own proprietary ALPR product *and* proprietary RTCC product with native integration from one provider
- FlockOS® is the world's first and only public safety operating system compatible with Flock Safety™ live streaming fixed and Flock Safety PTZ Condor™ camera, Flock Safety Raven™ gunshot audio detection, while seamlessly integrating first and third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center
- Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS® ESRI-based map
- FlockOS® features Flock Safety's unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its' direction of travel providing users with possible outcomes based on a confidence threshold

2. **Vehicle Fingerprint Technology®:**

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images

# flock safety

from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

- Flock Safety Falcon Flex®: an infrastructure-free, location-flexible license plate reader camera that is easy to self-install. Flock Safety Falcon Flex® ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

### 3. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Covert industrial design for minimizing visual pollution

### 4. Transparency & Ethical Product Design:

- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock Safety® system
- Built-in integration with NCMEC to receive AMBER Alerts to find missing children
- Privacy controls to enable certain vehicles to “opt-out” of being captured

### 5. Integrated Audio & Gunshot Detection:

- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

### 6. Live Video Integration:

- Ability to apply computer vision to third-party cameras using Flock Safety Wing® LPR, transforming them to evidence capture devices using the same

# flock safety

Vehicle Fingerprint technology offered on the Flock Safety Falcon® ALPR cameras

- Flock Safety Wing® Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
- Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety Wing® Suite
- Ability to access live and recorded video using Flock Safety Condor™, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep.

## 7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety® is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety®



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. B.

**Meeting Date:** 10/23/2024

**Department Head:** Nigel Reynoso, Chief of Police, Police Department

**Submitted By:** Nigel Reynoso, Chief of Police, Police Department

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding authorization to accept a service agreement and enter into a contract with Precision Protective Security Services Inc. for traffic control. **(Nigel Reynoso, Chief of Police)**

#### SUMMARY:

The San Luis Police Department would like a scalable solution to assist with traffic control during the several ongoing construction projects and heavy traffic months throughout the city.

The San Luis Police Department (SLPD) is requesting to enter into an agreement with Precision Protective Security Services (PPSS) to assist with traffic control needs. The SLPD will schedule the services as needed based on the areas and amount of traffic for that specific month. The staff from PPSS will be assigned to high-traffic areas by the SLPD to help free up Transit Enforcement and Patrol Officers for their regular patrol and enforcement duties. The heavy traffic due to the increase in population and ongoing projects during the upcoming months, as well as ongoing port of entry construction, continues to create an even greater need for this additional service.

In researching other companies who would be able to provide this service, staff found that the only other quote that was provided would be more than double the cost of the vendor selected. The intention is to request their service, as needed, beginning November 2<sup>nd</sup>, 2024. The police department, on behalf of the entire City of San Luis, is asking the Mayor and City Council to approve the contract due to urgent needs and time constraints it has placed on our first responders, public works, and the entire community. Going out to bid and knowing the cost of the only other option locally for this service is more than double would be futile. City Code authorizes the City Council to waive formal purchasing procedures under City Code 3.05.010(F).

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE CONTRACT WITH PRECISION PROTECTIVE SECURITY SERVICES FOR THE INITIAL YEAR ENDING APRIL 4TH, 2025, NOT TO EXCEED THE BUDGETED DOLLAR AMOUNT OF \$91,200.00, AUTHORIZE THE BUDGET TRANSFER AS PRESENTED IN THE FISCAL IMPACT OF THIS ITEM, AND WAIVE FORMAL PURCHASING PROCEDURES FOR THE REASONS PRESENTED.**

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#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** City

**TOTAL:** \$91,200.00  
**BUDGETED AMOUNT:** \$0  
**AVAILABLE AMOUNT TO TRANSFER:** \$91,200.00  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Contractual Services/  
100-181-80000/\$73,534

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

This item was not budgeted for FY25. Funds are available to transfer from account 100-181-50XXX Salaries GL Accounts.

Funds will be transferred to Contractual Services 100-181-80000 to pay for this contract.

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**Attachments**

Contract  
Quote 1  
quote 2

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# Precision Protection Security Services, LLC

## Business Contract | City of San Luis

City of San Luis, Yuma AZ

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between between Precision Protective Security Services, LLC. (“PPSS”) and the City of San Luis, Arizona (“City”) on the terms and for the consideration as set forth below.

### I. Length of Contract

This contract is for the length of six months beginning on the date of November 2<sup>st</sup>, 2024, through the period of April 4<sup>th</sup>, 2025. This agreement can be cancelled on thirty day written notice, without penalty.

### II. Services Contracted

- a) PPSS shall supply unarmed guards properly licensed by the State of Arizona performing the duties of traffic control for City.
- b) City shall determine on a weekly basis the total number of guards needed for that week and PPSS agrees to supply said guards up to a maximum of five (5).
- c) The hours of the traffic control (eight hours per day per guard) is to be determined by City.

### III. Terms

- (a) The hourly rate for a guard is \$23.00 (twenty-three dollars and zero cents).
- (b) No guard shall be required to work more than 40 (forty) hours per week for five, eight hour days per week, excluding break periods.
- (c) Any additional hours requested will be charged at \$23.00/hr.
  - i. PPSS will not charge additional hourly fees for holiday pay
  - ii. PPSS will bill monthly based on the hours worked the previous month.
  - iii. The City maintains the right to reduce hours worked. No penalty for hour reduction
  - iv. PPSS will provide \$10 million (ten-million) dollar liability insurance included

### IV. Contingencies & Equipment

- a) The City shall provide to Precision Security equipment including the following for performing daily duties (as loaned equipment)
  - a) Vehicle
  - b) Radio for Communication with Police Department in case of emergency
  - c) Cones
  - d) Any necessary barricades/signage for traffic control and route

- guidance
- e) Safety helmet
- b) Precision shall provide the following equipment for duty:
  - a Traffic Wands
  - b Vests

## **V. Insurance**

PPSS shall at its expense, for the performance contracted hereunder: (1) insure the instruments and equipment belonging to PPSS against loss or damage; (2) carry public liability insurance providing for a minimum of \$2,000,000.00 per person, \$3,000,000.00 per occurrence and/or accident, \$10,000,000.00 aggregate, and \$1,000,000.00 for property damage; and (3) procure a policy for accident or damages on or to the premises, or as a result of services provided under the control or use of PPSS, in the amounts set forth in item (2) above.

PPSS shall, at the expense of PPSS, carry the types and amounts of insurance that City may request to insure City against loss or damage by reason of accident, fire, damage, or other casualty during any performance.

PPSS shall procure, pay for, and deliver to City the policies of insurance covering the risks described in the preceding paragraphs. All insurance companies issuing such policies shall have what is commonly known as an "A" rating with A.M. Best Company and shall insure City. Certificates of insurance shall be delivered to City before the effective date of this agreement, and new policies shall be delivered fourteen (14) days before the old policies expire. If PPSS fails to deliver the policies in the manner stated to City, City may obtain the required policies and charge their costs to PPSS, and the city may deduct these costs from any sums due and owing PPSS. If the policy or policies of insurance is/are a "claims made" policy, it/they shall be maintained for two (2) years following termination of this agreement.

All such insurance policies shall be first payable in case of loss by means of a standard noncontributory clause, shall be written by such companies, on such terms, in such form and for such periods and amounts as the City shall from time to time designate or approve, shall be primary and without right of contribution from other insurance which may be available, shall waive any right of setoff, counterclaim, subrogation, or any deduction in respect of any liability of PPSS or City, shall provide that with respect to the City, the insurance shall not be invalidated by any action or inaction by PPSS, including but not limited to any representations made by PPSS in the procurement of such insurance, and shall provide that they shall not be cancelled or amended without at least [30] days' prior written notice to the City. PPSS grants the City full power and authority as attorney irrevocable of PPSS to cancel or transfer such insurance, to collect and endorse any checks issued in the name of PPSS and to retain any premium and to apply the same to the obligations promised by this agreement.

## **VI. Guard Duty for Traffic Control**

Under the direct supervision of the Police Department, guide or control pedestrian traffic at such places as may be directed by City including streets, schools, and special events sites. PPSS shall monitor traffic flow, direct or stop traffic so as to allow pedestrians to cross streets, and do such other tasks as may be needed to maintain a safe flow of traffic.

### **I. ESSENTIAL DUTIES AND RESPONSIBILITIES**

- a. Observe vehicle and pedestrian traffic and ensure proper safety measures are taken to mitigate incidents.
- b. Recognize motor vehicle traffic patterns and safely enlarge traffic gaps and maintain safe vehicular traffic flows.
- c. Recognize and mitigate against potentially dangerous traffic situations and hazards.
- d. Work independently and with minimum supervision.
- e. Choose appropriate times to direct traffic flow, stop traffic flow, and redirect traffic flow.
- f. Stand in Roadway with proper PPE to navigate traffic using clearly understood hand signals.
- g. Help verbally direct pedestrians across walking lanes by stopping traffic flow.
- h. Monitor and report traffic infractions to the police department.

## **VII. General Provisions.**

A. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by PPSS or City of the breach of any covenant of this agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this contract.

B. Attorneys' Fees. In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against the another party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party, and in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

C. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

D. Headings. The descriptive headings of the paragraphs of this agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

E. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this contract.

F. Time of the Essence. Time is of the essence of this contract. \_

G. No Partnership and Third Parties. It is not intended by this agreement to, and nothing contained in this agreement shall create any partnership, joint venture or other similar arrangement between PPSS or City. No term or provision of this agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

H. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, are hereby superseded and merged herein.

I. Amendment. No change or additions are to be made to this agreement except by a written amendment executed by the parties hereto.

J. Governing Law. This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this agreement is subject to the provisions of A.R.S. § 38-511.

K. Reformation. Should any term, provision, covenant or condition of this agreement be held to be void or invalid, the parties shall reform this agreement to conform as closely as possible to the original intent thereof.

L. Venue. Any legal action relating to this agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

M. Severability. Every provision of this agreement is, and will be construed to be, a separate and independent covenant. If any provision of this agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this agreement will be valid and will be enforced to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

N. No Personal Liability. No member, official or employee of the City shall be personally liable to PPSS, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to PPSS or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this contract.

O. Employment Eligibility. PPSS hereby warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreement and is subject to penalties up to and including termination of this agreement. City retains the legal right to inspect the papers of FPA and any contractor or subcontractor employee of FPA to ensure that FPA and any of its contractors or subcontractors are compliant with this warranty.

P. Compliance with Law. PPSS agrees that it will comply with all federal, state, and local statutes, laws, ordinances, rules and regulations. .

Q. Assignment. The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

In witness whereof, the City of San Luis, Arizona and Precision Protection Security Services, L.L.C., an Arizona limited liability company, have caused this agreement to be signed and executed on the \_\_\_\_ day of \_\_\_\_\_ 2024.

Precision Protection Security Services L.L.C.

By: \_\_\_\_\_  
Manager

City of San Luis, Arizona

\_\_\_\_\_  
Nieves Riedel, Mayor

Attest:

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

Approved as to form:

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

# Precision Protection Security Services, LLC

Business Contract | City of San Luis

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City of San Luis, Yuma AZ

## I. Constituents

This business contract is between Precision Protective Security Services, LLC. And the City of San Luis

## II. Length of Contract

This contract is for the length of six months beginning on the date of November 2 , 2024, through the period of April 4<sup>th</sup>, 2025. A cancellation of this contract prior to its expiration will not incur a penalty, however a cancellation of this contract must be given thirty days in advanced.

## III. Services Contracted

- a) One unarmed licensed guard through the state of Arizona performing the duties of traffic control for the city of San Luis, Arizona
- b) The hours of the traffic control (eight hours per day) is to be determined by the City of San Luis’s business needs

## IV. Pricing

The hourly rate for an unarmed guard is \$23.00 (twenty-three dollars and zero cents). The monthly rate is contingent upon the number of calendar days in each month and a breakdown is provided below.

- a) This contract price is fixed at 40 (forty) hours per week at five, eight hour days per week
  - a. Any additional hours requested outside the contract agreement will be charged at \$23.00/hr.
    - i. Precision Protective Security Services, LLC will not charge additional hourly fees for holiday pay
    - ii. Payment periodicity is monthly and is in US dollars
    - iii. No penalty for hour reduction
    - iv. \$10 million (ten-million) dollar liability insurance included

#### **IV. Contingencies & Equipment**

- a) The City shall provide to Precision Security equipment including the following for performing daily duties (as loaned equipment)
  - a Vehicle
  - b Radio for Communication with Police Department in case of emergency
  - c Cones
  - d Any necessary barricades/signage for traffic control and route guidance
  - e Safety helmet
- b) Precision shall provide the following equipment for duty:
  - a Traffic Wands
  - b Vests

#### **V. Guard Duty for Traffic Control**

Under the direct supervision of the Police Department Lieutenant, guide or control pedestrian traffic at such places as streets, schools, and special events sites. Monitor traffic flow to locate safe gaps through which pedestrians can cross streets. Monitor access or flow of people to prevent problems.

##### **I. ESSENTIAL DUTIES AND RESPONSIBILITIES**

- a. Observe vehicle and pedestrian traffic and ensure proper safety measures are taken to mitigate incidents
- b. Recognize natural gaps in motor vehicle traffic patterns and safely enlarging traffic gaps
- c. Recognize and communicate potentially dangerous traffic situations and hazards in environment
- d. Work independently and with minimum supervision
- e. Choose appropriate times to direct traffic flow, stop traffic flow, and redirect traffic flow
- f. Stand in Roadway with proper PPE to navigate traffic using clearly understood hand signals
- g. Help verbally direct pedestrians across walking lanes by stopping traffic flow
- h. Monitor and report traffic infractions to police department

# CALENDAR

	<b>NOVEMBER</b> 11/01 – 11/30  <b>DAILY COST:</b> \$184 <b>DAYS:</b> 30 <b>MONTHLY COST:</b> \$5,520	<b>DECEMBER</b> 12/01 – 12/31  <b>DAILY COST:</b> \$184 <b>DAYS:</b> 31 <b>MONTHLY COST:</b> \$5,704	<b>JANUARY (2025)</b> 01/01 – 01/31  <b>DAILY COST:</b> \$184 <b>DAYS:</b> 31 <b>MONTHLY COST:</b> \$5,704
<b>FEBRUARY</b> 02/01 – 02/29  <b>DAILY COST:</b> \$184 <b>DAYS:</b> 29 <b>MONTHLY COST:</b> \$5,336	<b>MARCH</b> 03/01 – 03/31  <b>DAILY COST:</b> \$184 <b>DAYS:</b> 31 <b>MONTHLY COST:</b> \$5,704	<b>APRIL</b> 04/01 – 04/04  <b>DAILY COST:</b> \$184 <b>DAYS:</b> 4 <b>MONTHLY COST:</b> \$736	

**Total: \$28,704**

## V. Agreement

If you understand and agree to the terms of the contract above, please sign and date below:

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
 (COSL REPRESENTATIVE) (SIGNATURE) (DATE)

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
 (PRECISION CEO) (SIGNATURE) (DATE)

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<sup>1</sup> City of San Luis



# Quail Construction LLC

2991 S Ave 4E  
Yuma, AZ 85365  
928-314-1212

## QUOTATION

Quote Date	Quote ID
10/16/2024	Traffic

Valid Through: 11/15/2024

AZROC: 331707

### City of San Luis

Nigel Reynoso  
P.O. Box 7740  
San Luis, AZ 85349  
Phone: 928-341-2420

### Job Location:

Hwy 95 & Archibald St  
San Luis  
Quote Created By: Santos Vega

Email: nreynoso@sanluisaz.gov

Item Description	Price	UOM	Qty/Day	Days	Total Qty.	Total
1 man / 1 truck	\$65.00	Per Hour	1	1	1	\$65.00
1 man / 1 truck - OT	\$100.00	Per Hour	1	1	1	\$100.00

Note: The \* indicates taxable items.

\*\*Traffic control quote is based on an hourly rate for regular time & over time. Which includes (100) traffic cones to block intersections & driveways as needed.

\*\*Over time rate applies after (8) hours of every shift.

**Scope:** All rental periods are based on calendar days.  
Rental periods are defined as: Day = 24 Hours, Week = 7 Days, Month = 28 Days.  
Hourly labor is charged port to port from branch location to job site.

**Excluded:** Any Applicable Sales Tax

**Add'l Terms:** This quote is valid for 90 days.  
A 3% transaction fee will apply to all credit card payments.

\_\_\_\_\_  
Santos Vega  
Quail Construction LLC

10/16/2024  
\_\_\_\_\_  
Date

Visit Our Website at [quailcorp.com](http://quailcorp.com)

Accepted By: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Company



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. C.

**Meeting Date:** 10/23/2024

**Department Head:** Nigel Reynoso, Chief of Police, Police Department

**Submitted By:** Michelle Boucher, Police Administrator, Police Department

**Action Requested:** Motion  
Order

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#### ITEM:

Discussion and possible action on any and all matters regarding Order No. 2024-06. 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, STEP/Selective Traffic Enforcement, and Occupant Protection Enforcement Projects by approving Highway Safety Contracts 2025-AL-027, 2025-PTS-055, and 2025-OP-021 between the City of San Luis, Arizona through the San Luis Police Department and the Arizona Governor's Office of Highway Safety. **(Nigel Reynoso, 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 enforcement for Driving Under the Influence (DUI), traffic enforcement, and occupant protection throughout the City of San Luis.

The SLPD has been awarded **\$15,000.00** for the Impaired Driver/DUI Alcohol Enforcement project under Contract No. 2025-AL-027 to support personnel services, and employee-related expenses to enhance DUI alcohol enforcement and education throughout the City of San Luis. Additional staffing 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 **\$15,000.00** for the Occupant Protection Awareness and Education Materials & Supplies project under Contract No. 2025-OP-021 to assist with providing car seats and training to the community.

The SLPD has been awarded **\$20,000.00** for the STEP/Selective Traffic Enforcement Project under Contract No. 2025-PTS-055 to support personnel services and employee-related expenses to enhance speed enforcement and education throughout the City of San Luis. Additional staffing under this grant will allow the SLPD to increase its police traffic efforts and will improve the ability to enforce aggressive driving and speeding laws.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND ADOPT ORDER NO. 2024-06.**

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#### Fiscal Impact

**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:** 250-181-50010.189 Special Rev.- Public Safety, PD - Overtime - GOHS - STEP - 2025-PTS-055 \$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 in overtime and employee related expenses from the GOHS for FY25 under the STEP project.

**GOHS 2025-PTS-055**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** State  
**TOTAL:** \$15,000.00  
**BUDGETED AMOUNT:** \$15,000.00  
**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-2025-AL-027 \$15,000.00

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

The SLPD received a total of \$15,000.00 in overtime, and employee-related expenses from the GOHS for FY25 under the DUI project.

**GOHS 2025-AL-027**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** State  
**TOTAL:** \$15,000.00  
**BUDGETED AMOUNT:** \$15,000.00  
**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 - 2025-OP-021

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

The SLPD received a total of \$15,000.00 in Occupant Protection Awareness and Education Materials & Supplies from the GOHS for FY25 under the OP project.

**GOHS 2025-OP-021**

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## Attachments

Order No. 2024-06

2025-AL-027 Grant Agreement

2025-OP-021 Grant Agreement

2025-PTS-055 Grant Agreement

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# Order

No. 2024-06

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 2025-AL-027, 2025-PTS-055 & 2025-OP-021 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 2025-AL-027, and STEP Enforcement 2025-PTS-055 and 2025-OP-021 are approved.

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

**PASSED AND ADOPTED** by the Mayor and Council of the City of San Luis, Arizona this \_\_\_\_\_ day of October 2024.

\_\_\_\_\_  
Nieves Reidel, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

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.

<b>FAIN: 69A37525300004020AZ0</b>		<b>Assistance Listings: 20.600</b>
<b>1. APPLICANT AGENCY</b> San Luis Police Department	<b>GOHS GRANT NUMBER:</b> 2025-AL-027	
<b>ADDRESS</b> 1030 E Union Street/PO Box 3720 San Luis, Arizona 85349	<b>PROGRAM AREA:</b> 402-AL	
<b>2. GOVERNMENTAL UNIT</b> City of San Luis	<b>AGENCY CONTACT:</b> Michelle Boucher	
<b>ADDRESS</b> 1030 E Union Street/PO Box 3720 San Luis, Arizona 85349	<b>3. PROJECT TITLE:</b> DUI/Impaired Driving Enforcement	
<b>4. GUIDELINES:</b> 402-Alcohol (AL)		
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of San Luis.		
<b>6. BUDGET</b>	<b>Project Period</b>	
<b>COST CATEGORY</b>	<b>FFY 2025</b>	
<b>I. Personnel Services</b>	\$10,715.00	
<b>II. Employee Related Expenses (39.99%)</b>	\$4,285.00	
<b>III. Professional and Outside Services</b>	\$0.00	
<b>IV. Travel In-State</b>	\$0.00	
<b>V. Travel Out-of-State</b>	\$0.00	
<b>VI. Materials and Supplies</b>	\$0.00	
<b>VII. Capital Outlay</b>	\$0.00	
<b>TOTAL ESTIMATED COSTS</b>	<b>\$15,000.00</b>	
<b>PROJECT PERIOD</b>	<b>FROM:</b> Effective Date (Date of GOHS Director Signature)	<b>TO:</b> 09-30-2025
<b>CURRENT GRANT PERIOD</b>	<b>FROM:</b> 10-01-2024	<b>TO:</b> 09-30-2025
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$15,000.00</b>		
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

	2022	2021	2020
Total Crashes	343	340	280
Total Serious Injury Crashes	44	1	2
Total Fatal Crashes	0	1	1
Total Unrestrained Occupant Crashes	0	0	0
Total Unrestrained Serious Injuries	0	0	0
Total Unrestrained Occupant Fatalities	0	0	0

The data above represents: County  City/Town

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

San Luis is the largest U.S. Port of Entry City in Arizona. 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. The highest number of calls occur during weekends and Holidays, celebrated by the United States and Mexico. There are many liquor stores, sports bars, strip bars, and nightclubs in the surrounding area, and the legal drinking age in Mexico is 18 years. For that reason, it draws a significant amount of underage and those of legal age people into Mexico to purchase alcohol with ease. The area also attracts a considerable number of students enrolled in the community colleges and Universities throughout the state. Additionally, those who choose not to drive into Mexico to avoid going through the U.S. Port of Entry park their vehicles within city limits at locally designated parking meter sites, paid or unpaid parking lots, and then walk into Mexico. San Luis Police Department has experienced that some students under 18 who return from Mexico to the United States do so while under the influence of alcohol and without detection at the U.S. Port of Entry. As mentioned, the legal drinking age in Mexico is 18 years, which promotes alcoholic drinks that tend to be advertised on sale to draw customers, and in most cases, even those under 18. Underage and those of legal age return to Arizona through the San Luis U.S. Port of Entry. In many cases, they drive off in their vehicles while still under the influence of alcohol, creating a public safety risk.

**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:**

With these grant funds, San Luis Police Department attempts to increase its apprehensions of impaired drivers. The department will focus 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. In addition, the funds will assist in providing an increase in patrols through the use of overtime funds.

**PROGRAM MEASURES:**

**Agency Goals:**

To decrease the number of impaired driving-related crashes 50% from 8 during calendar year 2023 to 4 by December 31, 2025.

To decrease the number of serious injuries in impaired driving-related crashes 50% from 11 in calendar year 2023 to 5 by December 31, 2025.

To decrease the number of fatalities in impaired driving-related crashes 100 % from 0 in calendar year 2023 to 0 by December 31, 2025.

**Grant Agreement Objectives:**

To participate in a minimum of 4 DUI saturation patrols per quarter during FFY 2025.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2025.

**Additional Grant Agreement Objectives:**

1. The San Luis Police Department goal and objective #1 will be to increase DUI arrests 30% above 2023 base year average of 106 to 138 by the end of FYY 2025
2. The San Luis Police Department 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 2025.

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

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

**Report Schedule**

<b>Reporting Period</b>	<b>Due Date</b>
<b>1<sup>st</sup> Quarterly Report and RCI</b> (October 1 to December 31, 2024)	January 30, 2025
<b>2<sup>nd</sup> Quarterly Report and RCI</b> (January 1 to March 31, 2025)	April 20, 2025
<b>3<sup>rd</sup> Quarterly Report and RCI</b> (April 1 to June 30, 2025)	July 20, 2025
<b>4<sup>th</sup> Quarterly Report and RCI</b> (July 1 to September 30, 2025)	<b>October 15, 2025</b>
<b>Final Statement of Accomplishments</b>	<b>October 15, 2025</b>

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

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

**Final Statement of Accomplishments**

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

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

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Nigel Reynoso, Chief of Police, San Luis Police Department, shall serve as Project Director.**

**Michelle Boucher, Police Administrator, San Luis Police Department, shall serve as Project Administrator.**

**Andrea Martinez, 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 delivered via mail or hand delivered 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

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to 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.

**Documentation**

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

**PROJECT PERIOD:**

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

**DURATION:**

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

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

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

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

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$10,715.00
II.	Employee Related Expenses ( <b>ERE 39.99%</b> )	\$4,285.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$15,000.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of \$15,000.00.

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

Reporting Period

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

**CERTIFICATIONS AND AGREEMENTS**

This 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 Grant Agreement 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 2023-01**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

## **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 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 of default.

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

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

**Instructions for Lower Tier Certification**

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

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

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

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

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

**Restriction on State Lobbying**

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

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

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

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

*Signature of Project Director:*

*Signature of Authorized Official of  
Governmental Unit:*

Nigel Reynoso, Chief of Police  
San Luis Police Department

Jenny Torres, Acting City Manager  
City of San Luis

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
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)



**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.

<b>FAIN: 69A37525300004020AZ0</b>		<b>Assistance Listings: 20.600</b>
<b>1. APPLICANT AGENCY</b> San Luis Police Department	<b>GOHS GRANT NUMBER:</b> <b>2025-OP-021</b>	
<b>ADDRESS</b> 1030 E Union Street/PO Box 3720 San Luis, Arizona 85349	<b>PROGRAM AREA:</b> <b>402-OP</b>	
<b>2. GOVERNMENTAL UNIT</b> City of San Luis	<b>AGENCY CONTACT:</b> Michelle Boucher	
<b>ADDRESS</b> 1030 E Union Street/PO Box 3720 San Luis, Arizona 85349	<b>3. PROJECT TITLE:</b> Occupant Protection Awareness and Education Related Materials and Supplies (Car Seats Distribution to Communities for Education and Awareness)	
<b>4. GUIDELINES:</b> 402–Occupant Protection (OP)		
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 402 funds will support Materials and Supplies: Car Seats Distribution to Communities for Education and Awareness to enhance Occupant Protection Awareness and Education throughout the City of San Luis.		
<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FFY 2025</b>	
<b>I. Personnel Services</b>	\$0.00	
<b>II. Employee Related Expenses</b>	\$0.00	
<b>III. Professional and Outside Services</b>	\$0.00	
<b>IV. Travel In-State</b>	\$0.00	
<b>V. Travel Out-of-State</b>	\$0.00	
<b>VI. Materials and Supplies</b>	\$15,000.00	
<b>VII. Capital Outlay</b>	\$0.00	
<b>TOTAL ESTIMATED COSTS</b>	<b>\$15,000.00</b>	
<b>PROJECT PERIOD</b>	<b>FROM:</b> Effective Date (Date of GOHS Director Signature)	<b>TO:</b> 09-30-2025
<b>CURRENT GRANT PERIOD</b>	<b>FROM:</b> 10-01-2024	<b>TO:</b> 09-30-2025
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$15,000.00</b>		
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

	2022	2021	2020
Total Crashes	343	340	280
Total Serious Injury Crashes	44	1	2
Total Fatal Crashes	0	1	1
Total Unrestrained Occupant Crashes	0	0	0
Total Unrestrained Serious Injuries	0	0	0
Total Unrestrained Occupant Fatalities	0	0	0

The data above represents: County  City/Town

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

The City of San Luis, Arizona is a border city next to Mexico. The population of San Luis is 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. As a result of the rapidly growing population, the department has seen traffic law violations 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.

**Agency Funding:**

Federal 402 funds will support Materials and Supplies: Car Seats Distribution to Communities for Education and Awareness to enhance Occupant Protection Awareness and Education throughout the City of San Luis.

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

The San Luis Police Department seeks grant funds from the Governor's Office of Highway Safety to support the Occupant Protection Program. 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 would like to purchase car seats, which would be use to replace car seats, as needed, to community members during quarterly inspections conducted by the department's certified technicians.

**PROGRAM MEASURES:**

**Agency Goals:**

To decrease unrestrained occupant fatalities 100% from 0 in calendar year 2023 to 0 by December 31, 2025.

To decrease unrestrained occupant serious injuries 100% from 0 in calendar year 2023 to 0 by December 31, 2025.

**Grant Agreement Objectives:**

To increase seatbelt citations 0 % from 0 during calendar year 2023 to 0 during FFY 2025.

To increase child safety seat citations 50 % from 16 during calendar year 2023 to 24 during FFY 2025.

Conduct/participate in 8 occupant restraint outreach/educational events each quarter during FFY 2025.

**Additional Grant Agreement Objectives:**

1. The goal for the San Luis Police Department by the end of FFY 2025, 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 Distribution to Communities for Education and Awareness to enhance Occupant Protection Awareness and Education throughout the City of San Luis.

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 Activities: **Car Seats Distribution to Communities for Education and Awareness**

**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 grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and

mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

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

#### Report Schedule

Reporting Period	Due Date
<b>1<sup>st</sup> Quarterly Report and RCI</b> (October 1 to December 31, 2024)	January 30, 2025
<b>2<sup>nd</sup> Quarterly Report and RCI</b> (January 1 to March 31, 2025)	April 20, 2025
<b>3<sup>rd</sup> Quarterly Report and RCI</b> (April 1 to June 30, 2025)	July 20, 2025
<b>4<sup>th</sup> Quarterly Report and RCI</b> (July 1 to September 30, 2025)	<b>October 15, 2025</b>
<b>Final Statement of Accomplishments</b>	<b>October 15, 2025</b>

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

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

#### Final Statement of Accomplishments

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

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

#### PROFESSIONAL AND TECHNICAL PERSONNEL:

**Nigel Reynoso, Chief of Police, San Luis Police Department, shall serve as Project Director.**

**Michelle Boucher, Police Administrator, San Luis Police Department, shall serve as Project Administrator.**

**Andrea Martinez, 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 delivered via mail or hand delivered 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

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to 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.

**Documentation**

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

**PROJECT PERIOD:**

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

**DURATION:**

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

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

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

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

**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 <b>Car Seats Distribution to Communities for Education and Awareness</b>	\$15,000.00
VII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$15,000.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of \$15,000.00.

**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 Grant Agreement 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 2023-01**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

## **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 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 of default.

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

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

**Instructions for Lower Tier Certification**

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

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

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

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

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

**Restriction on State Lobbying**

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

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

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

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

*Signature of Project Director:*

*Signature of Authorized Official of  
Governmental Unit:*

Nigel Reynoso, Chief of Police  
San Luis Police Department

Jenny Torres, Acting City Manager  
City of San Luis

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
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)



**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.

<b>FAIN: 69A37525300004020AZ0</b>		<b>Assistance Listings: 20.600</b>
<b>1. APPLICANT AGENCY</b> San Luis Police Department	<b>GOHS GRANT NUMBER:</b> <b>2025-PTS-055</b>	
<b>ADDRESS</b> 1030 E Union Street/PO Box 3720 San Luis, Arizona 85349	<b>PROGRAM AREA:</b> <b>402-PTS</b>	
<b>2. GOVERNMENTAL UNIT</b> City of San Luis	<b>AGENCY CONTACT:</b> Michelle Boucher	
<b>ADDRESS</b> 1030 E Union Street/PO Box 3720 San Luis, Arizona 85349	<b>3. PROJECT TITLE:</b> STEP Enforcement	
<b>4. GUIDELINES:</b> 402–Police Traffic Services (PTS)		
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of San Luis.		
<b>6. BUDGET</b>	<b>Project Period</b>	
<b>COST CATEGORY</b>	<b>FFY 2025</b>	
<b>I. Personnel Services</b>	\$14,287.00	
<b>II. Employee Related Expenses (39.99%)</b>	\$5,713.00	
<b>III. Professional and Outside Services</b>	\$0.00	
<b>IV. Travel In-State</b>	\$0.00	
<b>V. Travel Out-of-State</b>	\$0.00	
<b>VI. Materials and Supplies</b>	\$0.00	
<b>VII. Capital Outlay</b>	\$0.00	
<b>TOTAL ESTIMATED COSTS</b>	<b>\$20,000.00</b>	
<b>PROJECT PERIOD</b>	<b>FROM:</b> Effective Date (Date of GOHS Director Signature)	<b>TO:</b> 09-30-2025
<b>CURRENT GRANT PERIOD</b>	<b>FROM:</b> 10-01-2024	<b>TO:</b> 09-30-2025
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$20,000.00</b>		
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

	2022	2021	2020
Total Crashes	343	340	280
Total Serious Injury Crashes	44	1	2
Total Fatal Crashes	0	1	1
Total Unrestrained Occupant Crashes	0	0	0
Total Unrestrained Serious Injuries	0	0	0
Total Unrestrained Occupant Fatalities	0	0	0

The data above represents: County  City/Town

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

San Luis 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 95 is a heavy-traffic area that consists of a four-lane highway. Highway 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. The second route the department has observed as a high-traffic area of importance is State Route 195. The posted speed limit in this area is set to 65 miles per hour. The speed changes as you exit State Route (SR) 195 and transition onto Cesar Chavez Boulevard. The speed goes from 65 mph to 50 mph zone to 35 mph, which becomes a two-way road. The traffic lanes also change from 4 lanes to only a two-lane road, which creates a bottleneck, a hazardous situation for drivers attempting to speed around slower drivers, creating traffic incidents related to road rage. SR 195 is also the primary road used for all commercial trucks entering the United States from Mexico. Many motorists go off-road into the desert area to avoid traffic congestion and traffic control devices. This increases the probability of single-vehicle collision rollover due to high speeds, lack of maintained area, and non-equipped off-road vehicles.

**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:**

The San Luis Police Department aims to increase its apprehension of aggressive drivers. Funding will aid the department in enforcing Arizona Revised Statutes Title 28 laws 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. High visibility enforcement will aid in the deterrence of speed violations in areas of the city that experience high vehicular traffic during early morning and evening hours. A primary objective of speed enforcement operations conducted by officers is to identify dangerous drivers.

**PROGRAM MEASURES:**

**Agency Goals:**

To decrease the number of speeding-related crashes 50% from 4 during calendar year 2023 to 2 by December 31, 2025.

To decrease the number of serious injuries in speeding-related crashes 100% from 0 in calendar year 2023 to 0 by December 31, 2025.

To decrease the number of fatalities in speeding-related crashes 100% from 0 in calendar year 2023 to 0 by December 31, 2025.

**Grant Agreement Objectives:**

To increase the number of speeding and aggressive driving citations 20% from 1044 during Calendar Year 2023 to 1253 during FFY 2025.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2025.

**Additional Grant Agreement Objectives:**

1. The San Luis Police Department goal and objective #1 will focus on enforcing moving traffic violations.
2. The San Luis Police Department 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 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 grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

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

**Report Schedule**

Reporting Period	Due Date
<b>1<sup>st</sup> Quarterly Report and RCI</b> (October 1 to December 31, 2024)	January 30, 2025
<b>2<sup>nd</sup> Quarterly Report and RCI</b> (January 1 to March 31, 2025)	April 20, 2025
<b>3<sup>rd</sup> Quarterly Report and RCI</b> (April 1 to June 30, 2025)	July 20, 2025
<b>4<sup>th</sup> Quarterly Report and RCI</b> (July 1 to September 30, 2025)	<b>October 15, 2025</b>
<b>Final Statement of Accomplishments</b>	<b>October 15, 2025</b>

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

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

**Final Statement of Accomplishments**

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

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

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Nigel Reynoso, Chief of Police, San Luis Police Department, shall serve as Project Director.**

**Michelle Boucher, Police Administrator, San Luis Police Department, shall serve as Project Administrator.**

**Andrea Martinez, 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 delivered via mail or hand delivered 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

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to 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.

**Documentation**

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

**PROJECT PERIOD:**

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

**DURATION:**

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

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

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

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

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$14,287.00
II.	Employee Related Expenses ( <b>ERE 39.99%</b> )	\$5,713.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$20,000.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of \$20,000.00.

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

Reporting Period

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

**CERTIFICATIONS AND AGREEMENTS**

This 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 Grant Agreement 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 2023-01**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

## **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 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 of default.

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

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

**Instructions for Lower Tier Certification**

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

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

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

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

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

**Restriction on State Lobbying**

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

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

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

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

*Signature of Project Director:*

*Signature of Authorized Official of  
Governmental Unit:*

Nigel Reynoso, Chief of Police  
San Luis Police Department

Jenny Torres, Acting City Manager  
City of San Luis

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
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

6. D.

**Meeting Date:** 10/23/2024

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the payment to Yuma County Water Users' Association for the East Main Canal and Main Drain Improvements. **(Eulogio Vera, Director of Public Works)**

#### SUMMARY:

The department of Public Works is working closely with City Administration on the development and towards construction of the Cesar Chavez Blvd. widening improvements. At this stage of the project design, it has been determined that the installation of new pipe towards extending the East Main Canal and new storm drain discharge into the Main Drain are needed improvements. This is happening at the intersection of Cesar Chavez Blvd. and San Luis Plaza Dr., where plans call for a roundabout.

As per the letter received from YCWUA on October 16, 2024, as owners of the above-mentioned facilities, YCWUA have notified us that they are the ones that work on their facilities and in order for the improvements to take place they need an initial payment from the City to cover the materials expense. They will also provide a cost proposal for the labor and construction work related to these improvements, which will be payable to YCWUA as well.

For the aforementioned reasons, YCWUA is being considered a "Sole Source Vendor" for this specific project as allowed by our City Procurement Code 3.05.020. At this time, staff is seeking Mayor and Council approval to move forward with payment to YCWUA for the purchase of materials needed for said improvements.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE PAYMENT TO YUMA COUNTY WATER USERS ASSOCIATION AS AN EXCLUSIVE SERVICE IN THE AMOUNT OF \$89,207.40 FOR THE PURCHASE OF MATERIALS NEEDED FOR THE EAST MAIN CANAL AND MAIN DRAIN IMPROVEMENTS.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$89,207.40
<b>BUDGETED AMOUNT:</b>	N/A
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Highway User Impact Fees  
Capital Outlay Improvement  
Roads 200-860-90010  
\$1,425,881.00

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

As presented in this agenda item, this project was not included in the approved FY2025 budget. However, staff proposes using GL account 200-860-90010 Highway User Impact Fees since it supports the widening of Cesar Chavez Blvd. A budget transfer of \$89,210.00 will be processed between projects, not between GL accounts, from Project #2025023 Cesar Chavez Boulevard Streetlights to Project #2025058 East Main Canal & Drain Improvements. This ensures funding without increasing the overall budget.

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**Attachments**

YCWUA Invoice

YCWUA Proposal Letter

YCWUA Sole Source Vendor Memo

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**INVOICE/STATEMENT**

10/16/2024

**Yuma County Water Users' Association**

P.O. Box 5775  
Yuma, AZ 85366-5775  
928-627-8824 phone  
928-627-3065 fax

BILL TO: *City of San Luis  
Dept. Public Works  
PO BOX 3750  
San Luis, AZ 85349*

Attn: Eulogio Vera

<b>PURCHASES</b>				
REFERENCE	DATE	INVOICE NO.	DESCRIPTION	AMOUNT
YCWUA letter Dated 10/16/2024	10/16/2024	R2900.1450	East Main Canal and Main Drain Improvements as part of the Cesar Chavez Boulevard widening project  Estimated costs for: 261 L.F. of 48" diameter Class III RGRCP pipe. 57 L.F. of 18" diameter Class V RGRCP pipe. 2 New headwalls  <b>Total estimated cost</b>	       <b>\$89,207.40</b>
			<b>Balance of final actual costs billed after completion</b>	

**Please pay this amount:** **\$89,207.40**

*When sending payment, include the invoice number on the check. Thank you.*



## YUMA COUNTY WATER USERS' ASSOCIATION

MAILING ADDRESS:  
POST OFFICE BOX 5775  
YUMA, ARIZONA 85366-5775  
OFFICE: (928) 627-8824

SHIPPING ADDRESS:  
3800 WEST COUNTY 15TH STREET  
SOMERTON, ARIZONA 85350  
FAX: (928) 627-3065

EMAIL ADDRESS:  
OFFICE@YCWUA.ORG

October 16, 2024

Eulogio Vera  
Director of Public Works  
City of San Luis  
P.O. Box 3750  
San Luis, AZ 85349

Re: East Main Canal and Main Drain Improvements as Part of the Cesar Chavez Boulevard Widening Project

Dear Mr. Vera,

In response to your letter, dated October 7, 2024, concerning the installation of new pipe towards extending the East Main Canal and new storm drain discharge into the Main Drain, the cost estimate for only the acquisition of the RGRCP pipe & new headwalls is summarized just below.

The Yuma County Water Users' Association (Association) will provide a complete cost estimate for mobilization, removal of existing structure, installation of pipe, and some final field grading in the next few weeks.

The estimated total cost for the acquisition of 261 L.F. of 48" diameter Class III RGRCP pipe, acquisition of 57 L.F. of 18" diameter Class V RGRCP pipe, and two new headwalls is \$89,207.40. Please refer to the following work item breakdown:

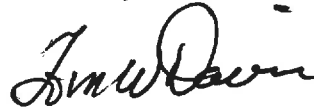
<b>Description</b>	<b>Cost</b>
261 L.F. of 48" diameter Class III RGRCP pipe	\$57,477.00
57 L.F. of 18" diameter Class V RGRCP pipe	\$3,091.20
Inlet headwall for 48" pipe	\$9,660.00
Outlet headwall for 18" pipe	\$6,279.00
Contingency	\$7,650.72
Engineering	\$5,049.48
<b>Total Cost</b>	<b>\$89,207.40</b>

If you have any comments or questions on the above costs, please feel free to call Omar Peñuñuri (Sr. Engineering Technician, Lands and Rights-Of-Way) at (928) 581-5200.

Please let us know by letter as soon as possible if you decide to proceed with this project. Once confirmed, we can schedule an exact date for the work and check for delivery schedules of the RGRCP pipe.

Payment of \$89,207.40 is required to be paid in advance by the City to purchase the pipe and materials. Any remaining balance will be used towards the installation/construction of new pipe/headwalls or the balance of the actual cost to acquire the pipe will be due within 30 days of the final invoice. Due to the continuing rise in the cost of materials this quote is valid only if accepted within 15 days from the date of this letter.

Sincerely,



Tom W. Davis  
Manager

I accept this proposal and agree to pay these charges as outlined above.

\_\_\_\_\_ Print Name  
\_\_\_\_\_ Signed  
\_\_\_\_\_ Date  
\_\_\_\_\_ Phone No.



# City of San Luis

## Department of Public Works

• Administration • Streets • Water • Wastewater • Solid Waste • Fleet Services • Facilities •

### MEMORANDUM

**To:** Angelica Cifuentes – Purchasing Coordinator  
Miguel Ramirez – Finance Accounting Manager

**From:** Jorge Perez – Assistant Director of Public Works

**cc:** Eulogio Vera – Director of Public Works  
Manuel Hernandez – Assistant Director of Public Works

**Date:** October 18, 2024

**Re:** YCWUA East Main Canal & Main Drain Improvements – Purchase Order (Sole Source Vendor)

Ms. Cifuentes and Mr. Ramirez,

The department of Public Works is working closely with City Administration on the development and towards construction of the Cesar Chavez Blvd. widening improvements. At this stage of the project design it has been determined that the installation of new pipe towards extending the East Main Canal and new storm drain discharge into the Main Drain are needed improvements.

As per letter received from YCWUA on October 16, 2024 and as owner of the above mentioned facilities have notified us that they are the ones that work on their facilities and in order for the improvements to take place they need an initial payment from the City to cover the materials expense. They will also provide a cost proposal for the labor and construction work related to these improvements which will be payable to YCWUA as well.

For the aforementioned reasons, YCWUA is being considered a “Sole Source Vendor” for this specific project. The department of Public Works will also be presenting this to Council for their review and approval given that the amount excess the \$45,000.00 threshold, thus it must be approved by City Council according to City purchasing procedures.

Proposal for the purchase of materials was received as well as invoice from YCWUA in the amount of \$89, 207.40.

Should you have any questions regarding this memorandum, please feel free to contact me.