



NOTICE OF REGULAR COUNCIL MEETING

In accordance with §38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 7:00 p.m., Wednesday, July 8, 2020. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349.

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 7:00 p.m., el día Miercoles 8 de Julio del 2020. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
July 8, 2020
7:00 p.m.

The July 8, 2020, Regular Council meeting will be closed to members of the public in-person attendance.

However, members of the public may listen to the meeting's live audio stream on the City of San Luis' website <https://sanluisaz.gov/listenlive>. Recordings of the meetings will be available on the City's website <https://sanluisaz.gov/listenlive> after the meeting.

Public comment will be limited to the public hearing on any and all matters regarding Resolution No. 2131, a resolution of the Mayor and City Council of the City of San Luis, Arizona, adopting the budget for Fiscal Year 2020-2021. The city will receive public comments by email at cityclerksoffice@sanluisaz.gov for City Council's consideration any time before the meeting and during the meeting, which is scheduled to start at 7:00 p.m. on Wednesday, July 08, 2020. Any email comments received will be read aloud into the record.

Open meetings conducted remotely through technological means are permissible under the March 13, 2020, Arizona Attorney General opinion titled, "Re: Concerns Relating to Arizona's Open Meeting Law and COVID-19" and following the Mayor's March 18, 2020, Continued Declaration of Emergency and Amended Order-Coronavirus Disease-19 and City Council's Order 2020-7 which closed all city buildings and facilities (except the Municipal Court) to public access, to protect the public health and safety and reduce the transmission of the Coronavirus Disease 2019 (COVID-19). City Council Chambers will be closed to the public.

La Junta Regular del Cabildo del día 8 de Julio del 2020, estará cerrada al público.

Sin embargo, los miembros del público pueden escuchar el audio en vivo de la reunión transmitido en el sitio web de la Ciudad de San Luis <https://sanluisaz.gov/listenlive>. Las grabaciones de las reuniones estarán disponibles en el sitio web de la Ciudad <https://sanluisaz.gov/listenlive> después de la reunión.

Los comentarios públicos se limitarán a la audiencia pública sobre todos y cada uno de los asuntos relacionados a la Resolución No. 2131, una resolución del Alcalde y los Miembros del Cabildo para adoptar el presupuesto anual para el año fiscal 2020-2021. La ciudad recibirá comentarios públicos por correo electrónico: cityclerksoffice@sanluisaz.gov para consideración del Cabildo Municipal en cualquier momento antes de la reunión y durante la reunión, que está programada para comenzar a las 7:00 p.m. el miércoles 8 de Julio del 2020. Cualquier comentario por correo electrónico recibido se leerá en voz alta para ser documentado.

Las reuniones abiertas realizadas de forma remota a través de medios tecnológicos están permitidas bajo la opinión del Fiscal General de Arizona del 13 de marzo de 2020 titulada "Re: Preocupaciones relacionadas con Open Meeting Law de Arizona y COVID-19" y después de la Declaración de Emergencia Continua del 18 de marzo de 2020 del alcalde y Orden modificada-Enfermedad de Coronavirus-19 y Orden del Ayuntamiento 2020-7 la cual cerró todos los edificios e instalaciones de la ciudad (excepto en la Corte Municipal) al acceso público, para proteger la salud y la seguridad pública y reducir la transmisión de la Enfermedad de Coronavirus 2019 (COVID- 19). Las Sala del Cabildo del Ayuntamiento estará cerrada al público.

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.

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.

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. 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.

4. A. MINUTES OF

- Regular Council meeting held May 13, 2020
- Work Session held May 14, 2020
- Special Council meeting held May 14, 2020

4. B. DISBURSEMENTS FROM JUNE 13, 2020 TO JUNE 26, 2020

Total Disbursements \$1,309,302.82

(One Million, Three Hundred Nine Thousand, Three Hundred Two Dollars and Eighty-Two Cents)

4. C. Discussion and possible action on any and all matters regarding the agreement with Greater Yuma Economic Development Corporation for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

4. D. Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

4. E. Discussion and possible action on any and all matters regarding the contribution to the Greater Yuma Port Authority, Inc. for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

4. F. Discussion and possible action on any and all matters regarding the agreement with the Humane Society of Yuma for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**
4. G. Discussion and possible action on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**
4. H. Discussion and possible action on any and all matters regarding the dues to Yuma Metropolitan Planning Organization (YMPO) for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**
4. I. Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**
4. J. Discussion and possible action on any and all matters regarding Resolution No. 2135. A resolution of the Mayor and Council of the City of San Luis, Arizona approving a contribution to the transit fund for the Yuma County Area Transit (YCAT) Public Transportation Services. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**
5. **DISCUSSION AND POSSIBLE ACTION ITEM:**
5. A. Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2131. A resolution of the Mayor and City Council of the City of San Luis, Arizona, adopting the budget for Fiscal Year 2020 - 2021. **(Monica Castro, Director of Finance)**
- A. Open public hearing
 - 1. Staff Presentation
 - 2. Call to the public on this item
 - B. Close public hearing
 - C. Action on Resolution No. 2131
6. **SUMMARY OF CURRENT EVENTS**
Events by Mayor, Council Members and/or City Manager pursuant to A.R.S. §38-431.02 (K).
7. **ADJOURNMENT**



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4. A.

Meeting Date: 07/08/2020

Summary

MINUTES OF

- Regular Council meeting held May 13, 2020
 - Work Session held May 14, 2020
 - Special Council meeting held May 14, 2020
-

Attachments

5/13/2020 RCM

5/14/2020 WS

5/14/2020 SCM

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
May 13, 2020
7:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:15 p.m.

Mayor, City Council, and some members of staff participated remotely.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Maria Cecilia Cruz
Council Member Mario Buchanan Jr.
Council Member Africa Luna-Carrasco
Council Member Jose Ponce
Council Member Matias Rosales
Council Member Gloria Torres

OTHERS PRESENT: Tadeo A. De La Hoya, City Administrator
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Axel Chayra, Information Technology Technician
Derek Dueñas, Manager of Information Technology
Francia Alonso, Assistant to Council/PIO
James Einwaechter, Assistant Director of Public Works
Jenny Torres, Economic Development Manager
Jorge Mungaray, Information Technology Technician
Jose L. Cisneros, Executive Assistant
Jose Guzman, Director of Planning & Zoning
Ralph Velez, City Consultant (remotely)
Richard Jessup, Chief of Police
Elizabeth Carpenter, Developer

2. PLEDGE OF ALLEGIANCE

Council Member Gloria Torres led the Pledge of Allegiance.

3. INVOCATION

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

4. PROCLAMATIONS

4.A. PROCLAMATION

- Bike Month May 2020

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety. Mayor Gerardo Sanchez stated bike month is something the city has been working on and added that riding a bicycle is healthy and the City of San Luis will continue to promote biking.

Vice Mayor Maria Cecilia Cruz congratulated the Yuma Region Bicycle Coalition because they donated scholarship funds from the event they just held, totaling \$4,457.20.

4.B. PROCLAMATION

- Building Safety Month - May 2020

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

Mayor Gerardo Sanchez thanked staff from Building Safety, especially building inspectors and engineers, as they are the ones reviewing the different plans. Over the years the city has updated its building codes and has made construction much safer for the City of San Luis.

5. CONSENT AGENDA

5. A. MINUTES OF

- Regular Council meeting held March 25, 2020
- Work Session held April 1, 2020
- Special Council meeting held April 1, 2020
- Regular Council meeting held April 8, 2020
- Special Council meeting held April 15, 2020

5. B. DISBURSEMENTS FROM APRIL 11, 2020 THROUGH APRIL 30, 2020.

Total Disbursements \$1,101,244.80

(One Million, One Hundred One Thousand, Two Hundred Forty-Four Dollars and Eighty Cents).

5.C. Discussion and possible action on any and all matters regarding Rancho Los Oros Roadway Improvement (CDBG Contract #113-20) Change Order No.

1. (Jenny Torres, Economic Development Manager; Eulogio Vera, Acting Director of Public Works and Mary French-Jones, Grant Writer)

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve the Consent Agenda except for Item No. 5C as it was removed from the Consent Agenda for further discussion. Motion passed unanimously.

The vote was as follows:

| | |
|-------------------------------------|-----|
| Mayor Gerardo Sanchez | Aye |
| Vice Mayor Maria Cecilia Cruz | Aye |
| Council Member Mario Buchanan Jr. | Aye |
| Council Member Africa Luna-Carrasco | Aye |

Council Member Jose Ponce Aye
Council Member Matias Rosales Aye
Council Member Gloria Torres Aye

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

Item No. 5.C. was removed from the Consent Agenda for further discussion.

5.C. Discussion and possible action on any and all matters regarding Rancho Los Oros Roadway Improvement (CDBG Contract #113-20) Change Order No. 1. (Jenny Torres, Economic Development Manager; Eulogio Vera, Acting Director of Public Works and Mary French-Jones, Grant Writer)

Ms. Kay Macuil, City Attorney, explained there was a mistake in the amount on the motion; this is the item where the underground work had to be slowed down because people were home and due to the stay at home order. The actual amount of the increase was \$32,266.46.

Mr. Ralph Velez, City Consultant, asked why item no. 1 on the change order showed \$18,220.00 and the second amendment is \$38,000.00.

Ms. Jenny Torres, Economic Development Manager, responded part of that amount is coming from contingency from the construction contract amount, so the only additional funding needed is \$32,000.00. This is a change order to do some additional work that was unexpected totaling \$18,220.00 and the additional \$38,969.00 was the amount the contractor requested in order to get more staff and perform the work at a slower pace due to the COVID-19. Overall, the project is over \$50,000.00 and since there is a contingency amount in the construction contract, staff decreased that and the net increase totals \$32,000.00.

Council Member Gloria Torres asked if there has been any issues with the residents in that area on this project.

Ms. Torres responded there was one (1) complaint from a resident as some of the dirt was being placed at a drive way and the dirt was removed quickly, there have been no complaints on the portable potties placed, the project is moving smoothly.

MOTION: Council Member Matias Rosales/Vice Mayor Maria Cecilia Cruz to approve the change order as presented in the amount of \$32,266.46. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez Aye
Vice Mayor Maria Cecilia Cruz Aye
Council Member Mario Buchanan Jr. Aye
Council Member Africa Luna-Carrasco Aye
Council Member Jose Ponce Aye

Council Member Matias Rosales Aye
Council Member Gloria Torres Aye

This item was later discussed further and motion above was rescinded, please refer to item number 5.C. before adjourning the meeting.

6. A. Discussion and possible action on any and all matters regarding the ratification of a cost increase for the Cesar Chavez Bridge Repair Project. (Eulogio Vera, Acting Director of Public Works)

Mr. James Einwaechter, Assistant Director of Public Works, explained staff is requesting approval of the ratification of \$40,800.00 cost increase to the recently completed Cesar Chavez Boulevard bridge repair project. During the course of executing the project, there were some challenges that entailed additional work and additional costs to properly finish this project. He proceeded to summarize the changes and added that this task was performed on an emergency action.

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve and ratify the Cesar Chavez bridge repair contract modifications for \$40,800.00 and the total contract cost of \$117,300.00 and also waive formal purchase procedures due to the urgent need to repair the bridge. Motion passed unanimously.

The vote was as follows:

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

6. B. Discussion and possible action on any and all matters regarding a proposed change order number 1 for the Los Portales Del Alamo Roadway Paving project (to add Adobe Street and Aquila Street (between Merrill Avenue and Hidalgo Avenue) and Ajo Avenue. (Eulogio Vera, Acting Director of Public Works)

Mr. James Einwaechter, Assistant Director of Public Works, stated staff presented this item at a special council meeting on March 29, 2020 to request approval for the contract award of Los Portales Del Alamo roadway paving project. When presenting this agenda item to the City Council, Mr. Eulogio Vera, Director of Public Works, emphasized that extremely favorable bid prices would make it beneficial for the city to fund the paving of additional roads now, subject to the availability of funds. Adding paving of the proposed three (3) streets via change order to the city's contract with DPE would require an additional \$198,000.00. Public Works suggests using residual HURF salary funds (that were not used this fiscal year), possibly complemented by resources from the General Fund (if required). If this change order is approved and funded, only Desierto Avenue

and a small portion of San Felipe Street and Rio Sonora Street would remain to be repaved, with envisioned completion within the next couple of years (budget permitting).

Mayor Gerardo Sanchez thanked the Public Works Department and mentioned that the streets are getting fixed little by little by repaving and resurfacing those streets.

Vice Mayor Maria Cecilia Cruz thanked and congratulated the Public Works Department for their hard work.

Council Member Matias Rosales thanked the Public Works Department and added he is happy this is getting done.

MOTION: Council Member Matias Rosales/Vice Mayor Maria Cecilia Cruz to approve modification number 1 to the contract with DPE Construction, Inc., for the Los Portales Del Alamo roadway paving project in an amount of \$198,000.00. Motion passed unanimously.

The vote was as follows:

| | |
|-------------------------------------|-----|
| Mayor Gerardo Sanchez | Aye |
| Vice Mayor Maria Cecilia Cruz | Aye |
| Council Member Mario Buchanan Jr. | Aye |
| Council Member Africa Luna-Carrasco | Aye |
| Council Member Jose Ponce | Aye |
| Council Member Matias Rosales | Aye |
| Council Member Gloria Torres | Aye |

6. C. Discussion and possible action on any and all matters regarding Order No. 2020-11A. An order of the Mayor and City Council of the City of San Luis, Arizona, correcting a scrivener's error in the legal description of the property subject to the City's Order No. 2020-11. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, commented Order No. 2020-11 authorized staff to proceed with condemnation of County 23 ½ if it is necessary and that the legal description had the southeast quadrant twice, so this order is just taking off one of the southeast quadrants references from the legal description. There was also a map describing the area, it was not that City Council was confused as to what they were approving but she wanted the record to be very clear as this may go to court.

Mayor Gerardo Sanchez said it is very important that it is specific and clear. This is to make sure the order is properly written and its description is a valid one.

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve Order No. 2020-11A as presented. Motion passed unanimously.

The vote was as follows:

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|-----------------------|-----|
| Mayor Gerardo Sanchez | Aye |
|-----------------------|-----|

| | |
|-------------------------------------|-----|
| Vice Mayor Maria Cecilia Cruz | Aye |
| Council Member Mario Buchanan Jr. | Aye |
| Council Member Africa Luna-Carrasco | Aye |
| Council Member Jose Ponce | Aye |
| Council Member Matias Rosales | Aye |
| Council Member Gloria Torres | Aye |

6.D. Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2128. A resolution of the Mayor and City Council of the City of San Luis authorizing the submission of application for FY 2020 State Community Development Block Grant State Special Projects funds (CDBG-SSP), certifying that said application(s) meet the community's previously identified housing and community development needs and the requirements of the State CDBG Program, and authorizing all actions necessary to implement and complete the activities outlined in said application(s). (Jenny Torres, Economic Development Manager and Mary French-Jones, Grant Writer)

A. Open public hearing

MOTION: Council Member Africa Luna-Carrasco/Council Member Gloria Torres to open the public hearing. Motion passed unanimously.

The vote was as follows:

| | |
|-------------------------------------|-----|
| Mayor Gerardo Sanchez | Aye |
| Vice Mayor Maria Cecilia Cruz | Aye |
| Council Member Mario Buchanan Jr. | Aye |
| Council Member Africa Luna-Carrasco | Aye |
| Council Member Jose Ponce | Aye |
| Council Member Matias Rosales | Aye |
| Council Member Gloria Torres | Aye |

1. Staff presentation

Ms. Mary French-Jones, Grant Writer, explained the Arizona Department of Housing released their Notice of Funding Availability (NOFA) for the Community Development Block Grant Funds State Special Projects Account. The State's Special Projects (SSP) is a competitive round. The NOFA for the SSP was released on January 27, 2020 and the application deadline is June 17, 2020.

The focus of the Community Development Block Grant (CDBG) funds is to meet the requirements of low and moderate income benefits for activities considered as benefiting low and moderate income persons. As part of the state's process, staff advertised and conducted a community meeting on Tuesday, February 25, 2020.

Staff received one (1) proposed project during the community meeting. The second meeting is conducted through the public hearing process during a regularly scheduled City Council meeting. Initially, the CDBG public hearing was scheduled for the April 22,

2020 City Council meeting, but due to extenuating circumstances was revised to meet the current public attendance process and advertised for another month, slating it for tonight's meeting. Staff recommends submitting the Rancho Los Oros Roadway Improvements Project Phase 2 for submission to the Arizona Department of Housing CDBG SSP Project funds.

Rancho Los Oros Roadway Improvements Project Phase 2 represents the mid-phase within the Rancho Los Oros Subdivision. The project is considered shovel ready (environmental complete, engineered and bid ready) and will advance upon ADOH notification and award. The current anchor project is scheduled for completion mid-June. Staff would like to thank the City Council and administration for their support and give a special shout out to the residents within the current work zone for their patience and support during the construction improvements.

Ms. Jenny Torres, Economic Development Manager, added this project was started with Phase 1 and this will be the second application to the state for Phase 2. Eventually, there will be a Phase 3 based on the amount award that is needed in that area. Phase 1 was about \$700,000.00, another \$700,000.00 for Phase 2 and approximately \$500,000.00 will be needed for Phase 3 as this is a huge project.

Mayor Gerardo Sanchez thanked staff involved in this task and added that he hopes the city is able to obtain the funding for this important project.

2. Call to the public on this item

Mrs. Sonia Cornelio, City Clerk, stated her office did not receive any comments from the public on this item.

Ms. Jenny Torres, Economic Development Manager, mentioned her office did not receive any public comment on this item either.

B. Close public hearing

MOTION: Council Member Gloria Torres/Council Member Mario Buchanan Jr. to close the public hearing. Motion passed unanimously.

The vote was as follows:

| | |
|-------------------------------------|-----|
| Mayor Gerardo Sanchez | Aye |
| Vice Mayor Maria Cecilia Cruz | Aye |
| Council Member Mario Buchanan Jr. | Aye |
| Council Member Africa Luna-Carrasco | Aye |
| Council Member Jose Ponce | Aye |
| Council Member Matias Rosales | Aye |
| Council Member Gloria Torres | Aye |

C. Approval of and adoption of Resolution No. 2128

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve and adopt Resolution No. 2128. Motion passed unanimously.

The vote was as follows:

| | |
|-------------------------------------|-----|
| Mayor Gerardo Sanchez | Aye |
| Vice Mayor Maria Cecilia Cruz | Aye |
| Council Member Mario Buchanan Jr. | Aye |
| Council Member Africa Luna-Carrasco | Aye |
| Council Member Jose Ponce | Aye |
| Council Member Matias Rosales | Aye |
| Council Member Gloria Torres | Aye |

6.E. Discussion and possible action on any and all matters regarding Resolution No. 2129. A resolution of the Mayor and City Council of the City of San Luis, Arizona, County of Yuma, committing local funds as leverage for FY 2020 Community Development Block Grant State Special Projects (CDBG-SSP) application. (Jenny Torres, Economic Development Manager)

Ms. Mary French-Jones, Grant Writer, indicated this item has been budgeted for the next fiscal year and because this year SSP had \$500,000.00 available, that is where the city's match became more significant as this is the leverage part. This portion of the application is what advances the project to the 4Front with the Department of Housing.

MOTION: Council Member Africa Luna-Carrasco/Council Member Jose Ponce to approve Resolution No. 2129 as presented, committing city funds for Community Development Black Grant State Special Projects application as presented. Motion passed unanimously.

The vote was as follows:

| | |
|-------------------------------------|-----|
| Mayor Gerardo Sanchez | Aye |
| Vice Mayor Maria Cecilia Cruz | Aye |
| Council Member Mario Buchanan Jr. | Aye |
| Council Member Africa Luna-Carrasco | Aye |
| Council Member Jose Ponce | Aye |
| Council Member Matias Rosales | Aye |
| Council Member Gloria Torres | Aye |

6.F Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2020-068 and Ordinance No. 398. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the official zoning map of the City of San Luis by changing the zoning classification of 18.44 acres from Light Industrial (L-I) to Medium Density Residential (R1-6) for property located on the southeast corner of Avenue E 1/2 and County 24th Street. (Jose A. Guzman, Director of Planning and Zoning)

A. Open public hearing

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to open the public hearing. Motion passed unanimously.
The vote was as follows:

| | |
|-------------------------------------|-----|
| Mayor Gerardo Sanchez | Aye |
| Vice Mayor Maria Cecilia Cruz | Aye |
| Council Member Mario Buchanan Jr. | Aye |
| Council Member Africa Luna-Carrasco | Aye |
| Council Member Jose Ponce | Aye |
| Council Member Matias Rosales | Aye |
| Council Member Gloria Torres | Aye |

1. Staff presentation

Mr. Jose Guzman, Director of Planning and Zoning, explained this is a request by Vega & Vega Engineering, on behalf of Sam Group Investment Company, owner, to rezone 18.44 acres from Light Industrial (L-I) to Medium Density Residential (R1-6). The subject property is located on the east mesa of the City of San Luis on the southeast corner of Avenue E 1/2 and County 24th Street.

The purpose of the rezoning is for the construction of a new residential subdivision to be called Belleza del Desierto Phase 2 Subdivision. This subdivision will consist of 18.44 acres to be divided into approximately 88 lots with minimum size of 6,000 square feet and 1 tract for water retention. Staff recommends approval with the condition that any development of the property, or portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of \$260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.

2. Call to the Public on this item

Mrs. Sonia Cornelio, City Clerk, stated her office did not received any public comment on this item.

Ms. Elizabeth Carpenter, Developer, mentioned this is 88 lots and is located south of the current subdivision they are doing the improvements on and added that this subdivision will have natural gas and CenturyLink.

B. Close public hearing

MOTION: Council Member Africa Luna-Carrasco/Vice Mayor Maria Cecilia Cruz to close the public hearing. Motion passed unanimously.

The vote was as follows:

| | |
|-------------------------------|-----|
| Mayor Gerardo Sanchez | Aye |
| Vice Mayor Maria Cecilia Cruz | Aye |

| | |
|-------------------------------------|-----|
| Council Member Mario Buchanan Jr. | Aye |
| Council Member Africa Luna-Carrasco | Aye |
| Council Member Jose Ponce | Aye |
| Council Member Matias Rosales | Aye |
| Council Member Gloria Torres | Aye |

**C. Approval of Reading of Ordinance No. 398 by title only
(City Clerk to read the ordinance by title only)**

MOTION: Council Member Gloria Torres/Council Member Africa Luna-Carrasco to approve Reading of Ordinance No. 398 by title only. Motion passed unanimously.

The vote was as follows:

| | |
|-------------------------------------|-----|
| Mayor Gerardo Sanchez | Aye |
| Vice Mayor Maria Cecilia Cruz | Aye |
| Council Member Mario Buchanan Jr. | Aye |
| Council Member Africa Luna-Carrasco | Aye |
| Council Member Jose Ponce | Aye |
| Council Member Matias Rosales | Aye |
| Council Member Gloria Torres | Aye |

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 398 by title only.

D. Action on Ordinance No. 398

MOTION: Council Member Africa Luna-Carrasco/Council Member Jose Ponce to approve and adopt Ordinance No. 398. Motion passed unanimously.

The vote was as follows:

| | |
|-------------------------------------|-----|
| Mayor Gerardo Sanchez | Aye |
| Vice Mayor Maria Cecilia Cruz | Aye |
| Council Member Mario Buchanan Jr. | Aye |
| Council Member Africa Luna-Carrasco | Aye |
| Council Member Jose Ponce | Aye |
| Council Member Matias Rosales | Aye |
| Council Member Gloria Torres | Aye |

7. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez reported the state is currently going through testing blitz by the governor, there will be over 250,000 tests performed throughout the state, there have been tests in Yuma through Sunset, San Luis Walk-In Clinic, and hospital. Once tests are being done, there will be high numbers due to the people coming back positive. As of this evening there are 283 confirmed cases in Yuma County and out of these 283 there are 54 residents within the City of San Luis. The vast majority of people that are getting infected are between the ages of 20-44, it can be because they are not

protecting themselves or because they are doubting this is true; numbers are rising dramatically.

Mayor Gerardo Sanchez added that wearing a mask will not protect one 100% but it will create a barrier for one to be exposed. As of May 15, 2020, the governor is lifting the stay at home executive order, this does not mean that people should start going back to normal, there are some recommendations by the CDC. He emphasized the City of San Luis will not open its facilities and the Police and Fire Departments will continue to work on the Phase 3/4 plan to protect its first responders. The situation will be reassessed at the end of May. He has received phone calls from local business owners and have stated that they will not be opening as they are not ready. It is important that local businesses guarantee a safe environment for their employees and make sure that their customers feel safe in their establishments when they are ready to re-open.

He added that there are parents that are using a mask or covering their face but their children are not wearing any type of protection. The CDC will be issuing warning to parents who neglect to protect their children; children are vulnerable to COVID-19 in a different way. COVID-19 is very contagious and eventually we will all be exposed but he reminded everyone to minimize exposure.

He also reported that the legacy of Cesar Chavez donated 5,000 masks to Yuma Regional Medical Center.

Council Member Jose Ponce reported he does not foresee any relief in the future on CO-VID 19; he has seen employees at stores not wearing the proper PPE (personal protective equipment) and that makes him feel unsecure and uncomfortable; the numbers are going up. When Germany re-opened their businesses, they saw some spikes in their numbers. He added that something should be done to make face masks mandatory in the entire state and if not followed for people to be fined just like it was done in New York.

Mayor Gerardo Sanchez mentioned that different states and have different laws, however in the governor's executive order it defined/limited certain restrictions by local governments.

Vice Mayor Maria Cecilia Cruz congratulated the Planning & Zoning Department as they applied for the Rapid Response grant through the National League of Cities and that grant was awarded to the city in the amount of \$15,000.00 for efforts to make sure every resident of the community is counted. She added the census response rate is still low at 8.2%, it is the lowest in the county. She also thanked all those who participated in the National Day of Prayer.

Mr. Tadeo De La Hoya, City Administrator, reported San Luis is at an 8.3% response, Somerton is at 21.8%, Wellton is at 20% and Yuma is at 48.6%. The City of San Luis began on 5/12/2020 the Todos Contamos Sweepstakes and will end on July 30 at 5:00 p.m. People will need to send the proof of their census submission. He mentioned the prizes to be given away and thanked the sponsors Ramirez Advisors and Realty One Group.

Mr. De La Hoya also said that since there will be no graduation ceremony for the Class of 2020, the city will be highlighting graduates through the city's social media platforms, from 5/15-5/29.

Mayor Gerardo Sanchez congratulated the Class of 2020.

Ms. Kay Macuil, City Attorney, informed the Mayor and City Council that Mr. Ralph Velez, City Consultant, alerted her and Ms. Jenny Torres, Economic Development Manager, of an issue with item no. 5.C. and asked to revisit this item on the agenda.

DISCUSSION AND POSSIBLE ACTION ITEM:

5.C. Discussion and possible action on any and all matters regarding Rancho Los Oros Roadway Improvement (CDBG Contract #113-20) Change Order No. 1. (Jenny Torres, Economic Development Manager; Eulogio Vera, Acting Director of Public Works and Mary French-Jones, Grant Writer)

Ms. Kay Macuil, City Attorney, stated Mr. Ralph Velez, City Consultant, alerted staff that the F work before the contingency would alert the auditors, so another motion is needed on this item. The City Council needs to approve the change orders even though there was a contingency amount in the original contract, that even when there is a cushion approved, the auditors like to see that the City Council actually approved the change order to explain the cushion. That is why the first part of the motion is the full amount of the change order and show the increase with the \$32,266.46.

Mayor Gerardo Sanchez asked if the motion can be amended; Ms. Macuil responded yes, but recommended to rescind the motion and do a new one.

MOTION: Vice Mayor Maria Cecilia Cruz/Council Member Matias Rosales to rescind the previous motion on this item past earlier. Motion passed unanimously.

The vote was as follows:

| | |
|-------------------------------------|-----|
| Mayor Gerardo Sanchez | Aye |
| Vice Mayor Maria Cecilia Cruz | Aye |
| Council Member Mario Buchanan Jr. | Aye |
| Council Member Africa Luna-Carrasco | Aye |
| Council Member Jose Ponce | Aye |
| Council Member Matias Rosales | Aye |
| Council Member Gloria Torres | Aye |

Ms. Jenny Torres, Economic Development Manager, added the \$57,189.51 will be deducted from the original bid contingency amount of \$24,923.05 and the difference applies to the change order to the contract.

Council Member Africa Luna-Carrasco recommended that staff and the attorney double check their agenda items and make sure that when they present items like this they

have it down before the City Council votes on something that can come back and bite the city.

MOTION: Council Member Matias Rosales/Council Member Jose Ponce to approve change order number 1 in the amount of \$57,189.51 for the net amount of \$32,266.46 after the contingency deductions. Motion passed unanimously.

The vote was as follows:

| | |
|-------------------------------------|-----|
| Mayor Gerardo Sanchez | Aye |
| Vice Mayor Maria Cecilia Cruz | Aye |
| Council Member Mario Buchanan Jr. | Aye |
| Council Member Africa Luna-Carrasco | Aye |
| Council Member Jose Ponce | Aye |
| Council Member Matias Rosales | Aye |
| Council Member Gloria Torres | Aye |

Vice Mayor Maria Cecilia Cruz congratulated Council Member Matias Rosales as he is the number 1 realtor in this region and top 10 in the nation agents.

8. ADJOURNMENT

MOTION: Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to adjourn the Regular Council meeting at approximately 8:43 p.m. Motion passed unanimously.

The vote was as follows:

| | |
|-------------------------------------|-----|
| Mayor Gerardo Sanchez | Aye |
| Vice Mayor Maria Cecilia Cruz | Aye |
| Council Member Mario Buchanan Jr. | Aye |
| Council Member Africa Luna-Carrasco | Aye |
| Council Member Jose Ponce | Aye |
| Council Member Matias Rosales | Aye |
| Council Member Gloria Torres | Aye |

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on May 13, 2020. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
May 14, 2020
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Work Session to order at approximately 6:02 p.m.

Mayor, City Council, and some staff members participated remotely due to COVID-19.

PRESENT: Mayor Gerardo Sanchez
Vice-Mayor Maria Cecilia Cruz
Council Member Mario Buchanan Jr.
Council Member Africa Luna-Carrasco
Council Member Jose Ponce
Council Member Matias Rosales
Council Member Gloria Torres

OTHERS PRESENT: Tadeo A. De La Hoya, City Administrator
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Axel Chayra, I.T. Technician
Derek Dueñas, Information Technology Manager
Eulogio Vera, Acting Director of Public Works
Francia Alonso, Assistant to Council/PIO
James Einwaechter, Assistant Director of Public Works
Jorge Mungaray, I.T. Technician
Lizandro Galaviz, Director of Parks & Recreation
Miguel Ramirez, Accountant
Monica Castro, Director of Finance
Ralph Velez, City Consultant
Richard Jessup, Police Chief

2. AGENDA ITEMS:

2. A. Continuation of discussion, review, and possible directions to staff on any and all matters regarding the proposed City of San Luis Fiscal Year 2020-2021 Budget. (City Council and City Staff)

Ms. Monica Castro, Director of Finance, presented a spreadsheet that includes the deficits presented during the Budget Retreat. The following were the funds discussed, General Fund a deficit of \$1,000,000, HURF with a deficit of \$900,000 and Solid Waste with a deficit of \$152,000. She mentioned that after the Budget Retreat meeting, she met with Mr. Tadeo A. De La Hoya, City Manager and Mr. Ralph Velez, City Consultant, and review the project and came up with an additional \$49,000 in the General Fund for a Field Station for the Fire Station. The San Luis Fire Department requested this project. A copy of the spreadsheet is in file with the complete agenda packed filed in the City Clerk's Office. Furthermore, Ms. Castro presented the Mayor and Council with the Capital Projects Budget Fiscal Year 2021. A copy of this listing is included in the complete agenda packet filed in the City Clerk's Office. Ms. Castro asked the Mayor and Council to review the project listing and selected what will be subsidized during Fiscal Year 2021 Budget. She explained that she is proposing three (3) different option to reduce the deficit, Option #1 is if Council wants to do all projected submitted in HURF, then the total reduction needed in the General Fund will be \$823,930.00; Option #2, if Council decides not to subsidize HURF, then the total reduction needed is \$672,930.00; and Option #3 is the General Fund can subsidize HURF only if there are projects in excess of \$500,000.00 that are a priority to Council.

Mayor Gerardo Sanchez stated that he sees no problem subsidizing the HURF project and make the cuts in the general fund, as the projects included here are important.

Ms. Castro replied that Mayor Sanchez would be option #3 from the options presented. She stated that it is up to City Council what will be funded and added that HURF funds are not increasing, and will most likely not increase because of the pandemic.

Mayor Sanchez suggested subsidizing \$300,000.00 for HURF and cut \$300,000.00 from the General Fund, and streets are very important for the community.

Ms. Castro asked if the 10th Avenue traffic signal light can be phased out.

Mr. Vera replied that this is an option; it is just that the city will have to commit funds in the Fiscal Year budget 2020-2021 and 2021-2022.

Mayor Sanchez asked City Council if they agree on phasing out the traffic signal light on 10th Avenue, there be no objections from City Council.

Mr. Vera, Director of Public Works, suggested to phase-out the 10th Avenue Traffic Signal Light. He stated that this project could be started during Fiscal Year 2021 and finish it in the next fiscal year, as there will a delay in permits; the right-of-way will hold this project.

Council Member Gloria Torres suggested Council Members concentrate on projects that will benefit the community and not the city.

A discussion was held, and Mayor, City Council and staff addressed comments.

Mayor and City Council review the spreadsheet, discussed, and recommended approval of the following Capital Projects for Fiscal Year 2020-2021.

| GL ACCOUNT | DEPARTMENT | DESCRIPTION | ADOPTED | TOTAL |
|---------------|----------------|--|---------|----------------|
| 100-110-80005 | Eco. Dev. | Economic Development Incentive Policy | 100,000 | |
| | | | | 100,000 |
| 100-182-80000 | Fire Dept. | (3) Warranty for Zoll Cardiac Monitors | 22,000 | |
| | | | | 22,000 |
| 100-999-70025 | Facilities | Asphalt Rehab/Preservation | 4,410 | |
| 100-999-70025 | Facilities | Asphalt Rehab/Preservation | 2,700 | |
| 100-999-70025 | Facilities | Asphalt Rehab-Bldg. West Community Ctr. | 1,940 | |
| 100-999-70025 | Facilities | Asphalt Rehab-Community Center | 9,690 | |
| 100-999-70025 | Facilities | Asphalt Rehab-Police Station | 7,470 | |
| 100-999-70025 | Facilities | Asphalt Rehab-Fire Station | 3,790 | |
| 100-999-70025 | Facilities | Asphalt Rehab-City Hall | 12,130 | |
| | | | | 42,130 |
| 100-999-89000 | Facilities | 5 ton trane package unit H/P (4 units in case A/C breaks down) | 31,320 | |
| | | | | 31,320 |
| 100-999-90000 | Building Sfty. | 2020 Chevrolet Silverado CC10753 Double Cab PU | 27,380 | |
| 100-999-90000 | Parks | (2) John Deere X734 | 24,000 | |

| | | | | |
|---------------|----------------|---|---------|------------------|
| 100-999-90000 | Parks | (1) John Deere DPX615E | 10,500 | |
| 100-999-90000 | Cultural Ctr. | Cultural Center Projector & Screen | 28,900 | |
| 100-999-90000 | Police | (10) Ford F-150 PU 4x4 with Police Package | 180,000 | |
| 100-999-90000 | Police | Full Riot Gear/Active Shooter | 99,580 | |
| 100-999-90000 | Fire | SCBA's Fill Station | 49,000 | |
| 100-999-90000 | Facilities | 2020 Chevrolet Silverado Crew Cab 2WD | 31,140 | |
| | | | | 450,500 |
| 100-999-90000 | Municipal Pool | Replaster/remodel existing pool gutter | 85,000 | |
| 100-999-90000 | Municipal Pool | Remove/replace cooling decking around pool and seating area | 20,000 | |
| 100-999-90000 | Police | (1) Vehicle evidence garage | 30,000 | |
| | | | | 135,000 |
| 100-999-90015 | Admin | City Hall Expansion | 115,000 | |
| 100-999-90015 | Dev. Svcs. | Engineering design to add bicycle lane to existing streets | 10,000 | |
| 100-999-90015 | Dev. Svcs. | Aerial Ortho imagery 3in and 9in resolution | 18,000 | |
| 100-999-90015 | Eco. Dev. | Land for hotel development | 369,860 | |
| 100-999-90015 | Eco. Dev. | Public infrastructure | 130,140 | |
| 100-999-90015 | Eco. Dev. | Downtown redevelopment designation | 25,000 | |
| 100-999-90015 | Eco. Dev. | Downtown redevelopment master plan | 50,000 | |
| 100-999-90015 | Eco. Dev. | Design of Mesa Street improvements for RA application | 35,000 | |
| 100-999-90015 | Parks | Design and cost estimate | 15,000 | |
| 100-999-90015 | Fleet Svcs. | New Fleet Services Shop | 292,500 | |
| | | | | 1,060,500 |
| 100-999-90020 | Police | Brazos rapid extension framework PDA | 63,770 | |
| 100-999-90020 | IT | Phone system replacement | 150,000 | |

| | | | | |
|-------------------|-----------|--|---------|----------------|
| 100-999-90020 | IT | Rum fiber optic from FY20 | 18,000 | |
| 100-999-90020 | IT | Run fiber optic from FD to YC | 5,000 | |
| 100-999-90020 | IT | Server, storage surveillance software, licensing & cameras | 15,000 | |
| 100-999-90020 | IT | PC/laptop, monitors, keyboards, mounts, licensing | 50,000 | |
| 100-999-90020 | IT | Replace wall timeclock machines with HID readers | 31,900 | |
| 100-999-90020 | IT | Upgrade Council Chamber video, audio & new voting system | 18,000 | |
| | | | | 351,670 |
| 200-210-8900 | HW Users | Pavement Preservation Project FY21 | 350,000 | |
| | | | | 350,000 |
| 200-210-90010 | HW Users | New traffic signal and expansion @ County 22 nd Street and 4 th Avenue | 150,000 | |
| 200-210-90010 | HW Users | Traffic signal light on 10 th Avenue and Cesar Chavez Blvd. | 250,000 | |
| 200-210-90010 | HW Users | Widening of Intersection of Sidewinder Rd. and County 22 nd Street | 120,000 | |
| | | | | 520,000 |
| 200-210-90010.806 | HW Users | 4 th Avenue/Cesar Chavez Blvd. Improvements Phase 2 and Traffic Signal | 900,000 | |
| | | | | 900,000 |
| 255-135-90015.221 | Eco. Dev. | Senior Center Expansion Project | 459,770 | |
| 255-135-90015.221 | Eco. Dev. | Senior Center Expansion Project | 200,000 | |
| | | | | 659,770 |
| 255-210-90010 | Eco. Dev. | Rancho Los Oros Improvement Phase II | 500,00 | |
| 255-210-90010 | Eco. Dev. | Rancho Los Oros Improvement Phase II | 223,000 | |
| | | | | 723,000 |

| | | | | |
|-------------------|-----------------------|--|-----------|------------------|
| 300-300-70020 | Water | Entrance gate for Public Works Yard | 18,500 | |
| | | | | 18,500 |
| 300-302-89000 | Water | Horizontal split-case pump baseplate and 40 HP motor at WS#3 | 20,000 | |
| | | | | 20,000 |
| 300-302-9000 | Billing & Collections | Pitney Bowes folder and inserter machine | 7,070 | |
| | | | | 7,070 |
| 300-302-90015 | Water | Water storage tank rehabilitation project WS#5 | 425,000 | |
| 300-302-90015 | Fleet Svcs. | New Fleet Services Shop | 56,250 | |
| 300-302-90015 | Water | Land 2 acres | 80,000 | |
| 300-302-90015 | Water | Well site, storage tank and manganese removal system | 1,210,000 | |
| | | | | 1,771,250 |
| 310-311-89000 | Wastewater | Gadsden Lift Station Pump | 36,500 | |
| | | | | 36,500 |
| 310-311-90000 | Wastewater | Kubota L3901 HST | 34,000 | |
| 310-311-90000 | Wastewater | Z-34 Self-Propelled Articulating Boom | 52,000 | |
| 310-311-90000 | Wastewater | Ford F-150 4x2 crew cab | 26,500 | |
| 310-311-90000 | Wastewater | Ford F-150 4x4 crew cab | 35,000 | |
| | | | | 147,500 |
| 310-311-90015 | Fleet Svcs. | New Fleet Services Shop | 56,250 | |
| | | | | 56,250 |
| 300-311-90015.350 | Wastewater | Remaining Utility Bond S2013 | 1,320,000 | |
| | | | | 1,320,000 |
| 320-321-90015 | Fleet Svcs. | New Fleet Services Shop | 45,000 | |
| | | | | 45,000 |
| 340-341-80000 | Ambulance | 4-warranty for Zoll Cardiac Monitors | 30,670 | |
| | | | | 30,670 |
| 340-341-90000 | Ambulance | New ambulance 2020 Dodge 4500 | 211,280 | |
| | | | | 211,280 |
| 806-860-90000.181 | Police | Complete addition of full equipped dispatch console | 120,000 | |
| | | | | 120,000 |

| | | | | |
|-------------------|-------|--|-------------------|-------------------|
| 806-860-90005.145 | Parks | Construct restroom facility for recreational area | 60,000 | |
| 806-860-90005.145 | Parks | Land 20-acre community parks | 680,000 | |
| 806-860-90005.145 | Parks | 20-acre community parks amenities | 500,000 | |
| 806-860-90005.145 | Parks | Plan for new parks, pathways and bicycle line on existing and future growth area | 75,000 | |
| | | | | 1,315,000 |
| 806-860-90015.182 | Fire | Fire Station #2 | 250,000 | |
| | | | | 250,000 |
| | | TOTAL CITY WIDE | 10,273,190 | 10,723,190 |

Mayor Gerardo Sanchez thanked everyone present during this meeting and asked to continue working together amongst departments.

3. ADJOURNMENT

MOTION: Council Member Gloria Torres/Council Member Mario Buchanan Jr. to adjourn the meeting at approximately 9:28 p.m. Motion passed unanimously.

The vote was as follows:

| | |
|-------------------------------------|-----|
| Mayor Gerardo Sanchez | Aye |
| Vice-Mayor Maria Cecilia Cruz | Aye |
| Council Member Mario Buchanan Jr. | Aye |
| Council Member Africa Luna-Carrasco | Aye |
| Council Member Jose Ponce | Aye |
| Council Member Matias Rosales | Aye |
| Council Member Gloria Torres | Aye |

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session for the City Council of the City of San Luis, Arizona, held on May 14, 2020. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk

MINUTES
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
May 14, 2020
7:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Special City Council meeting to order at approximately 9:43 p.m.

Mayor, City Council, and some members of staff participated remotely.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Maria Cecilia Cruz
Council Member Mario Buchanan Jr.
Council Member Africa Luna-Carrasco
Council Member Jose Ponce
Council Member Matias Rosales
Council Member Gloria Torres

OTHERS PRESENT: Tadeo A. De La Hoya, City Administrator
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney (remotely)
Angel Ramirez, Fire Chief
Axel Chayra, Information Technology Technician
Derek Dueñas, Information Technology Manager
Enrique Lopez, Assistant Fire Chief
Eulogio Ver0a, Acting Director of Public Works
Francia Alonso, Assistant to Council/PIO
Mary French-Jones, Grant Writer
Richard Jessup, Chief of Police

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Maria Cecilia Cruz.

3. DISCUSSION AND POSSIBLE ACTION ITEM:

3.A. Discussion and possible action on any and all matters regarding authorization to the City Manager to provide a Guarantor letter and related documents confirming the City of San Luis will act as Guarantor, on a pro-rata share basis, along with the City of Yuma and Yuma County, for the Greater Yuma Port Authority refinance loan. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, explained this item is for the guarantor letter, the City of Yuma and Yuma County have already approved them through their public body. What this letter does is, it refinances a loan that the Greater Yuma Port Authority has and it changes the terms. Currently the loan they have is interest only and the new one will be both principal and interest paid down each month. The interest rate offered through First Bank is the low rate of 4% interest but they require a guarantor letter to obtain that rate.

Council Member Matias Rosales stated the Port Authority is refinancing the loan and the bank has requested guarantee letters from the members; the loan is valued at 60% of the loan. When he first joined the Port Authority there was a \$2.8 million debt and the Port Authority is in a position where they can re-adjust their budget and finances and be able to pay some interest and principal. They are planning to have some developed lots, which there is a waiting list for clients, and their goal is to pay this loan in approximately two (2) to three (3) years. This will not cost the city anything financially, worst case scenario if Greater Yuma Port Authority defaults on the loan, there is land to sell.

Mayor Gerardo Sanchez commented the fact that the City of Yuma and Yuma County are willing to do this says a lot. Refinancing this loan is a smart thing at this point as it is an investment that is paying off.

MOTION: Council Member Gloria Torres/Vice Mayor Maria Cecilia Cruz to approve the guarantor letter as presented. Motion passed unanimously.

The vote was as follows:

| | |
|-------------------------------------|-----|
| Mayor Gerardo Sanchez | Aye |
| Vice Mayor Maria Cecilia Cruz | Aye |
| Council Member Mario Buchanan Jr. | Aye |
| Council Member Africa Luna-Carrasco | Aye |
| Council Member Jose Ponce | Aye |
| Council Member Matias Rosales | Aye |
| Council Member Gloria Torres | Aye |

4. ADJOURNMENT

MOTION: Council Member Matias Rosales/Council Member Gloria Torres to adjourn the Special Council meeting at approximately 9:51 p.m. Motion passed unanimously.

The vote was as follows:

| | |
|-------------------------------------|-----|
| Mayor Gerardo Sanchez | Aye |
| Vice Mayor Maria Cecilia Cruz | Aye |
| Council Member Mario Buchanan Jr. | Aye |
| Council Member Africa Luna-Carrasco | Aye |
| Council Member Jose Ponce | Aye |

Council Member Matias Rosales
Council Member Gloria Torres

Aye
Aye

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special City Council meeting for the City Council of the City of San Luis, Arizona held on May 14, 2020. 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

4. B.

Meeting Date: 07/08/2020

Summary

DISBURSEMENTS FROM JUNE 13, 2020 TO JUNE 26, 2020

Total Disbursements \$1,309,302.82

(One Million, Three Hundred Nine Thousand, Three Hundred Two Dollars and Eighty-Two Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING JULY 8, 2020 Disbursement Reports from 6/13/2020 to 6/26/2020

| <u>Bank Accounts</u> | <u>Check Date</u> | <u>Amount</u> | <u>Schedule</u> |
|--------------------------------|-------------------|---------------|-----------------|
| Accounts Payable Check Account | 6/18/2020 | \$ 575,338.24 | Schedule A |
| Payroll Check Account | 6/23/2020 | \$ 320,147.27 | Schedule B |
| Payroll Check Account | 6/25/2020 | \$ 47,892.27 | Schedule C |
| Accounts Payable Check Account | 6/25/2020 | \$ 365,925.04 | Schedule D |

Total Disbursements: \$ 1,309,302.82

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

Prepared by Angelica V. Castro:

Verified by Director of Finance:

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

AUG 01

2020 JUN 31 A 11:50

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Payment Register

From Payment Date: 6/15/2020 - To Payment Date: 6/18/2020

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference | |
|---|------------|--------|-------------|----------------------------|------------------|------------------------------|-----------------------|----------------------|------------|--|
| 94388 | 06/18/2020 | Open | | | Accounts Payable | THE HOME DEPOT | \$62.33 | | | |
| 94389 | 06/18/2020 | Open | | | Accounts Payable | THE LIGHTHOUSE INC | \$256.52 | | | |
| 94390 | 06/18/2020 | Open | | | Accounts Payable | THE ROACH PEST CONTROL | \$330.00 | | | |
| 94391 | 06/18/2020 | Open | | | Accounts Payable | THOMSON WEST PUBLISHING CO. | \$1,269.92 | | | |
| 94392 | 06/18/2020 | Open | | | Accounts Payable | TYLER TECHNOLOGIES, INC. | \$6,742.36 | | | |
| 94393 | 06/18/2020 | Open | | | Accounts Payable | ULINE, INC. | \$380.62 | | | |
| 94394 | 06/18/2020 | Open | | | Accounts Payable | USA BLUE BOOK | \$17.87 | | | |
| 94395 | 06/18/2020 | Open | | | Accounts Payable | VCA ANIMAL HOSPITALS, INC. | \$106.25 | | | |
| 94396 | 06/18/2020 | Open | | | Accounts Payable | WAXIE SANITARY SUPPLY | \$753.99 | | | |
| 94397 | 06/18/2020 | Open | | | Accounts Payable | WRS GROUP, LTD., | \$938.95 | | | |
| 94398 | 06/18/2020 | Open | | | Accounts Payable | Y M P O | \$13,283.26 | | | |
| 94399 | 06/18/2020 | Open | | | Accounts Payable | YUMA AUTO REBUILDERS | \$2,837.59 | | | |
| 94400 | 06/18/2020 | Open | | | Accounts Payable | YUMA COUNTY RECORDER | \$120.00 | | | |
| 94401 | 06/18/2020 | Open | | | Accounts Payable | YUMA COUNTY SHERIFF'S OFFICE | \$975.00 | | | |
| 94402 | 06/18/2020 | Open | | | Accounts Payable | YUMA NURSERY SUPPLY | \$498.42 | | | |
| 94403 | 06/18/2020 | Open | | | Accounts Payable | YUMA OFFICE EQUIPMENT | \$1,641.56 | | | |
| 94404 | 06/18/2020 | Open | | | Accounts Payable | YUMA SUN INC | \$704.63 | | | |
| 94405 | 06/18/2020 | Open | | | Accounts Payable | YUMA WINNELSON CO. | \$6,718.16 | | | |
| Type Check Totals: | | | | | | | | | | |
| 1BYPAYABLE - 1st BY Accounts Payable Totals | | | | | | | 101 Transactions | \$575,338.24 | | |

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|------------|---------------------|-------------------|
| | Open | 101 | \$575,338.24 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 101 | \$575,338.24 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|------------|---------------------|-------------------|
| | Open | 101 | \$575,338.24 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 101 | \$575,338.24 | \$0.00 |

Grand Totals:

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|------------|---------------------|-------------------|
| | Open | 101 | \$575,338.24 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 101 | \$575,338.24 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|------------|---------------------|-------------------|
| | Open | 101 | \$575,338.24 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 101 | \$575,338.24 | \$0.00 |

Prepared By:
Maggie Dominguez
Date: *Maggie D.*
6/18/2020

Payment Register

From Payment Date: 6/15/2020 - To Payment Date: 6/18/2020

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|-------------------------------------|------------|--------|-------------|----------------------------|------------------------------|---------------------------------------|-----------------------|----------------------|------------|
| 1BPAYABLE - 1st BY Accounts Payable | | | | | | | | | |
| <u>Check</u> | | | | | | | | | |
| 94305 | 06/16/2020 | Open | | | Utility Management Refund | FYZICAL THERAPY & BALANCE CENTER | \$410.20 | | |
| 94306 | 06/16/2020 | Open | | | Utility Management Refund | GARCIA, MARIA & NICOLAS | \$178.79 | | |
| 94307 | 06/16/2020 | Open | | | Utility Management Refund | GARCIA, SHANTAL R & HUGO M | \$31.34 | | |
| 94308 | 06/16/2020 | Open | | | Utility Management Refund | NAVARRO, ALONDRA | \$97.32 | | |
| 94309 | 06/16/2020 | Open | | | Utility Management Refund | PENA, LUIS A & IBARRA, ELIZETH | \$133.82 | | |
| 94310 | 06/16/2020 | Open | | | Utility Management Refund | RIVAS, NORA, ALICIA | \$195.63 | | |
| 94311 | 06/18/2020 | Open | | | Accounts Payable | 4 IMPRINT | \$2,437.07 | | |
| 94312 | 06/18/2020 | Open | | | Accounts Payable | A & H ELECTRIC | \$380.00 | | |
| 94313 | 06/18/2020 | Open | | | Accounts Payable | ALSCO, INC | \$4,096.25 | | |
| 94314 | 06/18/2020 | Open | | | Accounts Payable | AMERICAN PAVEMENT PRESERVATION LLC | \$219,634.39 | | |
| 94315 | 06/18/2020 | Open | | | Accounts Payable | ANGEL'S TOWING SERVICE/AUTO SALES | \$75.00 | | |
| 94316 | 06/18/2020 | Open | | | Accounts Payable | APPLIED PRODUCTS GROUP LLC | \$10,643.51 | | |
| 94317 | 06/18/2020 | Open | | | Accounts Payable | APS/CLAIM #414-1352-AH | \$50.00 | | |
| 94318 | 06/18/2020 | Open | | | Accounts Payable | ARCTIC GLACIER USA INC | \$81.30 | | |
| 94319 | 06/18/2020 | Open | | | Accounts Payable | AUTOZONE STORES, INC | \$1,186.43 | | |
| 94320 | 06/18/2020 | Open | | | Accounts Payable | B&H PHOTO & ELECTRONICS CORP. | \$106.85 | | |
| 94321 | 06/18/2020 | Open | | | Accounts Payable | BILL ALEXANDER FORD | \$297.68 | | |
| 94322 | 06/18/2020 | Open | | | Accounts Payable | BINGHAM EQUIPMENT CO | \$1,288.84 | | |
| 94323 | 06/18/2020 | Open | | | Accounts Payable | BLT READY MIX CONCRETE LLC | \$531.42 | | |
| 94324 | 06/18/2020 | Open | | | Accounts Payable | BLUE STREAK SIGNS, LLC | \$50.00 | | |
| 94325 | 06/18/2020 | Open | | | Accounts Payable | BOUND TREE MEDICAL, LLC. | \$14,238.22 | | |
| 94326 | 06/18/2020 | Open | | | Accounts Payable | BRIDGET'S GIFT | \$410.00 | | |
| 94327 | 06/18/2020 | Open | | | Accounts Payable | BUCKSTAFF PUBLIC SAFETY, INC | \$454.90 | | |
| 94328 | 06/18/2020 | Open | | | Accounts Payable | CABLE & WIRELESS TECHNOLOGIES, INC | \$1,194.75 | | |
| 94329 | 06/18/2020 | Open | | | Accounts Payable | CAT5 COMMERCE LLC | \$166.07 | | |
| 94330 | 06/18/2020 | Open | | | Accounts Payable | CDWG | \$7,628.34 | | |
| 94331 | 06/18/2020 | Open | | | Accounts Payable | CEMEX | \$94,994.59 | | |
| 94332 | 06/18/2020 | Open | | | Accounts Payable | CENTURYLINK | \$6,647.43 | | |
| 94333 | 06/18/2020 | Open | | | Accounts Payable | DANA-KEPNER COMPANY INC. | \$5,957.00 | | |
| 94334 | 06/18/2020 | Open | | | Accounts Payable | DESERT WATER | \$149.44 | | |
| 94335 | 06/18/2020 | Open | | | Accounts Payable | DIAMONDBACK POLICE SUPPLY, INC. | \$151.04 | | |
| 94336 | 06/18/2020 | Open | | | Accounts Payable | FACTOR SALES, INC. | \$2,513.78 | | |
| 94337 | 06/18/2020 | Open | | | Accounts Payable | FBI-LEEDA | \$3,475.00 | | |
| 94338 | 06/18/2020 | Open | | | Accounts Payable | FEDERAL EASTERN INTERNATIONAL LLC | \$2,125.63 | | |
| 94339 | 06/18/2020 | Open | | | Accounts Payable | FERGUSON ENTERPRISE, INC. | \$999.22 | | |
| 94340 | 06/18/2020 | Open | | | Accounts Payable | FERTIZONA-YUMA L.L.C. | \$1,707.39 | | |
| 94341 | 06/18/2020 | Open | | | Accounts Payable | FISHER CHRYSLER | \$129.69 | | |

Payment Register

From Payment Date: 6/15/2020 - To Payment Date: 6/18/2020

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|---|-----------------------|----------------------|------------|
| 94342 | 06/18/2020 | Open | | | Accounts Payable | FLEET SERVICES INC | \$1,047.30 | | |
| 94343 | 06/18/2020 | Open | | | Accounts Payable | FOUNDATION OF YUMA REGIONAL MEDICAL CENTER | \$410.00 | | |
| 94344 | 06/18/2020 | Open | | | Accounts Payable | FRESH TERRA SERVICES LLC | \$1,813.00 | | |
| 94345 | 06/18/2020 | Open | | | Accounts Payable | GILA ELECTRONIC | \$2,439.26 | | |
| 94346 | 06/18/2020 | Open | | | Accounts Payable | GONZALEZ, FAUSTO | \$1,200.00 | | |
| 94347 | 06/18/2020 | Open | | | Accounts Payable | GUST ROSENFELD P.L.C. | \$864.00 | | |
| 94348 | 06/18/2020 | Open | | | Accounts Payable | GUTIERREZ, JUAN, F | \$500.00 | | |
| 94349 | 06/18/2020 | Open | | | Accounts Payable | HERNANDEZ, DIANA | \$537.70 | | |
| 94350 | 06/18/2020 | Open | | | Accounts Payable | HILL BROTHERS CHEMICAL CO. | \$2,997.36 | | |
| 94351 | 06/18/2020 | Open | | | Accounts Payable | HOPE BRIGADE | \$410.00 | | |
| 94352 | 06/18/2020 | Open | | | Accounts Payable | HUGHES FIRE EQUIPMENT, INC. | \$548.64 | | |
| 94353 | 06/18/2020 | Open | | | Accounts Payable | INTERBANK-EXCHANGE, LLC | \$3,713.74 | | |
| 94354 | 06/18/2020 | Open | | | Accounts Payable | IPS GROUP INC | \$527.66 | | |
| 94355 | 06/18/2020 | Open | | | Accounts Payable | IRON MOUNTAIN INC | \$39.74 | | |
| 94356 | 06/18/2020 | Open | | | Accounts Payable | ITURBIDE, VANESSA, C | \$150.00 | | |
| 94357 | 06/18/2020 | Open | | | Accounts Payable | J2 ENGINEERING & ENVIR DESIGN LLC | \$4,757.91 | | |
| 94358 | 06/18/2020 | Open | | | Accounts Payable | JAMES COOKE & HOBSON INC. | \$6,937.37 | | |
| 94359 | 06/18/2020 | Open | | | Accounts Payable | KINGHOSE INDUSTRY LLC | \$37.51 | | |
| 94360 | 06/18/2020 | Open | | | Accounts Payable | KS STATE BANK | \$236.59 | | |
| 94361 | 06/18/2020 | Open | | | Accounts Payable | LAUGHLIN, MARIALUISA | \$150.00 | | |
| 94362 | 06/18/2020 | Open | | | Accounts Payable | LESLIE'S POOL SUPPLY INC. | \$90.09 | | |
| 94363 | 06/18/2020 | Open | | | Accounts Payable | LIFE-ASSIST, INC. | \$221.60 | | |
| 94364 | 06/18/2020 | Open | | | Accounts Payable | LOWE'S HIW, INC. | \$848.50 | | |
| 94365 | 06/18/2020 | Open | | | Accounts Payable | MASTER AUTO GLASS LLC | \$235.78 | | |
| 94366 | 06/18/2020 | Open | | | Accounts Payable | MAYA'S CONSTRUCTION LLC. | \$850.00 | | |
| 94367 | 06/18/2020 | Open | | | Accounts Payable | METRO FIRE EQUIPMENT INC | \$277.00 | | |
| 94368 | 06/18/2020 | Open | | | Accounts Payable | MONOPRICE INC. | \$599.83 | | |
| 94369 | 06/18/2020 | Open | | | Accounts Payable | NAPA AUTO PARTS | \$1,625.07 | | |
| 94370 | 06/18/2020 | Open | | | Accounts Payable | O'REILLY AUTO PARTS | \$3,633.68 | | |
| 94371 | 06/18/2020 | Open | | | Accounts Payable | ORTEGA, LUZ | \$75.00 | | |
| 94372 | 06/18/2020 | Open | | | Accounts Payable | PITNEY BOWES CREDIT CORP | \$382.99 | | |
| 94373 | 06/18/2020 | Open | | | Accounts Payable | POLAR ICE LLC | \$504.29 | | |
| 94374 | 06/18/2020 | Open | | | Accounts Payable | POSITIVE PROMOTIONS | \$141.75 | | |
| 94375 | 06/18/2020 | Open | | | Accounts Payable | PURCELL TIRE CO. | \$269.28 | | |
| 94376 | 06/18/2020 | Open | | | Accounts Payable | PURCHASE POWER | \$933.36 | | |
| 94377 | 06/18/2020 | Open | | | Accounts Payable | QUIÑONES TIRES LLC | \$54.00 | | |
| 94378 | 06/18/2020 | Open | | | Accounts Payable | QUINONEZ, FRANCISCO | \$325.00 | | |
| 94379 | 06/18/2020 | Open | | | Accounts Payable | R&M ELECTRIC SUPPLY LLC | \$1,787.73 | | |
| 94380 | 06/18/2020 | Open | | | Accounts Payable | RDO EQUIPMENT CO. | \$803.62 | | |
| 94381 | 06/18/2020 | Open | | | Accounts Payable | REAL PURIFIED WATER LLC | \$155.09 | | |
| 94382 | 06/18/2020 | Open | | | Accounts Payable | RM GRAPHICS | \$306.58 | | |
| 94383 | 06/18/2020 | Open | | | Accounts Payable | SAN LUIS SPEAR POINT SOLAR I, LLC | \$89,336.05 | | |
| 94384 | 06/18/2020 | Open | | | Accounts Payable | SAN LUIS WALK IN CLINIC, INC | \$525.00 | | |
| 94385 | 06/18/2020 | Open | | | Accounts Payable | SOUTH YUMA COUNTY LANDFILL | \$17,990.86 | | |
| 94386 | 06/18/2020 | Open | | | Accounts Payable | SOUTHERN TIRE MART LLC | \$984.99 | | |
| 94387 | 06/18/2020 | Open | | | Accounts Payable | SOUTHWEST SANITATION SERVICES, LLC | \$577.56 | | |

Schedule B Pay Day Register

Pay Date Range: 06/15/20 - 06/19/20
Pay Batch: 202015

| | | |
|-------------------------------|-----------------------|-----------|
| PSPRS POLICE DB RATE - TIER | 3,137.94 | 41,018.74 |
| PSPRS POLICE DB RATE - TIER | 2,704.56 | 23,215.12 |
| PSPRS POLICE DB RATE - TIER 2 | 1,009.70 | 8,666.91 |
| PSPRS POLICE DB RATE - TIER 3 | 2,062.93 | 20,753.75 |
| STANDARD LIFE ADDTNL | 918.03 | .00 |
| TRANSWESTERN MEXICAN | 96.76 | .00 |
| U.S. MEX DENTAL - EE & | 595.37 | .00 |
| U.S. MEX DENTAL - EE & | 102.65 | .00 |
| UNITED WAY | 14.00 | .00 |
| US & MEX DENTAL= FAMILY | 691.74 | .00 |
| US & MEX HEALTH = C | 5,124.24 | .00 |
| US & MEX HEALTH = FAMILY | 7,666.54 | .00 |
| US & MEX HEALTH = SP | 996.38 | .00 |
| VSP - VISION FAMILY | 694.43 | .00 |
| Net | <u>\$320,147.27</u> ✓ | |

| Workers' Comp | | Gross Base |
|-----------------------------|----------|--------------------|
| ANIMAL CONTROL OFFICERS | 59.55 | 2,646.40 |
| ATTORNEY- ALL & CLERICAL- | 71.80 | 32,635.59 |
| AUTO SERVICE/ REPAIR | 242.84 | 8,703.93 |
| BUILDING- NOC OPER BY | 1,005.43 | 27,774.42 |
| BUS COMPANY AND DRIVERS | 152.66 | 2,765.60 |
| CLERICAL OFFICE/ LIBRARY/ | 252.81 | 105,335.27 |
| Electrician | 60.68 | 1,932.40 |
| FIREFIGHTERS & DRIVERS | 3,132.65 | 88,994.75 |
| GARBAGE/ ASH/ REFUSE | 280.40 | 4,486.36 |
| MUNICIPAL/ TOWN/ | 90.61 | 5,177.20 |
| PARKS- NOC ALL EMPLOYEES | 534.22 | 17,232.43 |
| POLICE OFFICERS | 4,218.03 | 96,300.97 |
| RECREATION- ALL EMPLOYEES/ | 220.03 | 16,060.76 |
| SEWAGE DISPOSAL/ PLANT | 674.72 | 19,614.54 |
| Street or Road Construction | 1,924.46 | 23,965.84 |
| WATERWORKS OPERATIONS | 617.93 | 17,807.49 |
| Total | | <u>\$13,538.82</u> |

| Direct Deposits | Amount |
|--------------------------------|---------------------|
| 1st Bank Yuma | 27,208.88 |
| ACADEMY BANK | 2,172.08 |
| Bank of America | 1,903.39 |
| BBVA COMPASS | 916.31 |
| Charles Sch | 200.00 |
| Chase Bank | 154,828.59 |
| CHASE BANK CA | 947.11 |
| chase centro | 1,036.32 |
| Federal Credit Union | 36,414.10 |
| FF CREDIT UNION | 1,738.82 |
| FIREFIGHTER FIRST CREDIT UNION | 3,356.71 |
| GREEN DOT BANK | 400.32 |
| National Bank | 1,884.79 |
| Navy Federal | 15,595.77 |
| NetSpend Corporation DD | 120.00 |
| NORTH ISLAND CREDIT UNION | 648.69 |
| Sunbank | 1,128.48 |
| USAA FEDERAL SAVING | 1,232.67 |
| WASHINGTON FEDERAL | 930.95 |
| Wells Fargo | 65,864.82 |
| WELLS FARGO BANK PP | 865.41 |
| Total | <u>\$319,394.21</u> |

Prepared by:
Deborah Luna

Date:

C. Cortes

Approved by

Pay Day Register

Pay Date Range 06/25/20 - 06/25/20
Pay Batch 202055V



Pay Batch 202055V Total

Employees in Pay Batch 60

Female Employees in Pay Batch 9

| Hours Description | Hours | Gross | Withholdings and Deductions | Gross Base | Benefits | Gross Base |
|---------------------|------------|-------------|-----------------------------|---------------|---------------|-----------------|
| 301 - VACATION USED | 2,400.0000 | 55,508.80 | Gross | 55,508.80 | | |
| Total | 2,400.0000 | \$55,508.80 | Imputed Income | | Workers' Comp | Gross Base |
| | | | FEDERAL TAX WITHHOLDING | 1,879.22 | 55,508.80 | |
| | | | SOCIAL SECURITY TAX | 3,441.53 | 55,508.80 | Direct Deposits |
| | | | MEDICARE | 804.91 | 55,508.80 | Amount |
| | | | STATE WITHHOLDING | 1,490.87 | 55,508.80 | Check |
| | | | Net | \$47,892.27 ✓ | | \$47,892.27 |

Prepared by:
Deborah Luna

Date:

C. Cotes
Approved by

06-25-2020

City of San Luis

Payment Register

From Payment Date: 6/22/2020 - To Payment Date: 6/25/2020

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|----------------------|------|--------|-------------|----------------------------|---------|------------|-----------------------|----------------------|-------------------|
| | | | | | Stopped | | 0 | \$0.00 | |
| | | | | | Total | | 78 | \$365,925.04 | \$0.00 |
| | | | | | | | | \$0.00 | |
| | | | | | All | Status | Count | Transaction Amount | Reconciled Amount |
| | | | | | | Open | 77 | \$365,730.93 | \$0.00 |
| | | | | | | Reconciled | 0 | \$0.00 | \$0.00 |
| | | | | | | Voided | 1 | \$194.11 | \$0.00 |
| | | | | | | Stopped | 0 | \$0.00 | \$0.00 |
| | | | | | | Total | 78 | \$365,925.04 | \$0.00 |
| Grand Totals: | | | | | | | | | |
| | | | | | Checks | Status | Count | Transaction Amount | Reconciled Amount |
| | | | | | | Open | 77 | \$365,730.93 | \$0.00 |
| | | | | | | Reconciled | 0 | \$0.00 | \$0.00 |
| | | | | | | Voided | 1 | \$194.11 | \$0.00 |
| | | | | | | Stopped | 0 | \$0.00 | \$0.00 |
| | | | | | | Total | 78 | \$365,925.04 | \$0.00 |
| | | | | | All | Status | Count | Transaction Amount | Reconciled Amount |
| | | | | | | Open | 77 | \$365,730.93 | \$0.00 |
| | | | | | | Reconciled | 0 | \$0.00 | \$0.00 |
| | | | | | | Voided | 1 | \$194.11 | \$0.00 |
| | | | | | | Stopped | 0 | \$0.00 | \$0.00 |
| | | | | | | Total | 78 | \$365,925.04 | \$0.00 |

Prepared By:
Maggie Dominguez
 Date: *6/25/2020*

Payment Register

From Payment Date: 6/22/2020 - To Payment Date: 6/25/2020

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------------------------------------|------------|--------|-------------|----------------------------|------------------|---|-----------------------|----------------------|------------|
| 1BYPAYABLE - 1st BY Accounts Payable | | | | | | | | | |
| Check | | | | | | | | | |
| 94408 | 06/25/2020 | Open | | | Accounts Payable | BELTRAN, LEANNA | \$254.70 | | |
| 94409 | 06/25/2020 | Open | | | Accounts Payable | SUPERIOR YUMA CONTRACTORS | \$1,192.62 | | |
| 94410 | 06/25/2020 | Open | | | Accounts Payable | ALSCO, INC | \$639.14 | | |
| 94411 | 06/25/2020 | Open | | | Accounts Payable | ANDAX INDUSTRIES LLC | \$10,647.74 | | |
| 94412 | 06/25/2020 | Open | | | Accounts Payable | AUTOZONE STORES, INC | \$319.39 | | |
| 94413 | 06/25/2020 | Open | | | Accounts Payable | B&H PHOTO & ELECTRONICS CORP. | \$307.84 | | |
| 94414 | 06/25/2020 | Open | | | Accounts Payable | BINGHAM AUTO & TRUCK PARTS | \$41.79 | | |
| 94415 | 06/25/2020 | Open | | | Accounts Payable | BLT READY MIX CONCRETE LLC | \$9,804.36 | | |
| 94416 | 06/25/2020 | Open | | | Accounts Payable | BORDER CONSTRUCTION SPECIALTIES | \$1,913.34 | | |
| 94417 | 06/25/2020 | Open | | | Accounts Payable | BOUND TREE MEDICAL, LLC. | \$640.82 | | |
| 94418 | 06/25/2020 | Open | | | Accounts Payable | CDWG | \$10,879.54 | | |
| 94419 | 06/25/2020 | Open | | | Accounts Payable | COCOPAH CASINO | \$475.37 | | |
| 94420 | 06/25/2020 | Open | | | Accounts Payable | D & H ELECTRIC INC. | \$31,660.20 | | |
| 94421 | 06/25/2020 | Open | | | Accounts Payable | DANA-KEPNER COMPANY INC. | \$102.98 | | |
| 94422 | 06/25/2020 | Open | | | Accounts Payable | DESERT DOCUMENT SHREDDERS, LLC | \$35.00 | | |
| 94423 | 06/25/2020 | Open | | | Accounts Payable | DESERT VALLEY POWER SYSTEMS | \$3,986.29 | | |
| 94424 | 06/25/2020 | Voided | | 06/25/2020 | Accounts Payable | DESERT VALLEY SERVICES, INC | \$194.11 | | |
| 94425 | 06/25/2020 | Open | | | Accounts Payable | DESERT WATER | \$80.24 | | |
| 94426 | 06/25/2020 | Open | | | Accounts Payable | DESTINY SOFTWARE, INC | \$6,200.00 | | |
| 94427 | 06/25/2020 | Open | | | Accounts Payable | DIGITAL ROOM LLC | \$299.72 | | |
| 94428 | 06/25/2020 | Open | | | Accounts Payable | EMPIRE MACHINERY | \$480.00 | | |
| 94429 | 06/25/2020 | Open | | | Accounts Payable | FEDERAL EASTERN INTERNATIONAL LLC | \$9,177.75 | | |
| 94430 | 06/25/2020 | Open | | | Accounts Payable | FERTIZONA-YUMA L.L.C. | \$853.70 | | |
| 94431 | 06/25/2020 | Open | | | Accounts Payable | FLEET SERVICES INC | \$5,883.63 | | |
| 94432 | 06/25/2020 | Open | | | Accounts Payable | FRESH TERRA SERVICES LLC | \$115.00 | | |
| 94433 | 06/25/2020 | Open | | | Accounts Payable | GAXIOLA, JESUS | \$25.00 | | |
| 94434 | 06/25/2020 | Open | | | Accounts Payable | HANSBERGER REGRIGERATION & ELECTRIC CO | \$3,185.24 | | |
| 94435 | 06/25/2020 | Open | | | Accounts Payable | HENNESY EQUIPMENT SALES CO. | \$2,120.00 | | |
| 94436 | 06/25/2020 | Open | | | Accounts Payable | HILL BROTHERS CHEMICAL CO. | \$2,997.36 | | |
| 94437 | 06/25/2020 | Open | | | Accounts Payable | JAMES DAVEY AND ASSOCIATES | \$9,262.00 | | |
| 94438 | 06/25/2020 | Open | | | Accounts Payable | LIFE-ASSIST, INC. | \$5,251.14 | | |
| 94439 | 06/25/2020 | Open | | | Accounts Payable | LOGMEIN USA, INC. | \$3,314.30 | | |
| 94440 | 06/25/2020 | Open | | | Accounts Payable | LOPEZ, JESUS E. | \$130.25 | | |
| 94441 | 06/25/2020 | Open | | | Accounts Payable | MARTIN'S CUSTOM CABINETS, LLC | \$1,310.00 | | |
| 94442 | 06/25/2020 | Open | | | Accounts Payable | MASTER AUTO GLASS LLC | \$229.14 | | |
| 94443 | 06/25/2020 | Open | | | Accounts Payable | MAYA'S CONSTRUCTION LLC. | \$800.00 | | |
| 94444 | 06/25/2020 | Open | | | Accounts Payable | METRO FIRE EQUIPMENT INC | \$624.30 | | |
| 94445 | 06/25/2020 | Open | | | Accounts Payable | NICKLAUS ENGINEERING | \$13,371.40 | | |
| 94446 | 06/25/2020 | Open | | | Accounts Payable | O'REILLY AUTO PARTS | \$26.29 | | |
| 94447 | 06/25/2020 | Open | | | Accounts Payable | OFFICE DEPOT | \$1,781.24 | | |
| 94448 | 06/25/2020 | Open | | | Accounts Payable | OFFICE NATION, INC. | \$831.67 | | |
| 94449 | 06/25/2020 | Open | | | Accounts Payable | PACIFIC MEDICAL WASTE | \$63.49 | | |

Payment Register

From Payment Date: 6/22/2020 - To Payment Date: 6/25/2020

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|------------|--------|-------------|----------------------------|------------------|---------------------------------------|-----------------------|----------------------|------------|
| 94450 | 06/25/2020 | Open | | | Accounts Payable | QUINONES TIRES LLC | \$252.00 | | |
| 94451 | 06/25/2020 | Open | | | Accounts Payable | REAL PURIFIED WATER LLC | \$65.62 | | |
| 94452 | 06/25/2020 | Open | | | Accounts Payable | REPUBLIC EVS LLC | \$158,832.00 | | |
| 94453 | 06/25/2020 | Open | | | Accounts Payable | RM GRAPHICS | \$39.00 | | |
| 94454 | 06/25/2020 | Open | | | Accounts Payable | RUIZ, ANDREA | \$138.46 | | |
| 94455 | 06/25/2020 | Open | | | Accounts Payable | SANFORD, JAMES | \$4,828.50 | | |
| 94456 | 06/25/2020 | Open | | | Accounts Payable | SIGN MASTERS | \$921.50 | | |
| 94457 | 06/25/2020 | Open | | | Accounts Payable | SIRCHIE FINGER PRINT LABORATORIES | \$160.00 | | |
| 94458 | 06/25/2020 | Open | | | Accounts Payable | SOUTH YUMA COUNTY LANDFILL | \$15,208.96 | | |
| 94459 | 06/25/2020 | Open | | | Accounts Payable | THE ROACH PEST CONTROL | \$4,720.00 | | |
| 94460 | 06/25/2020 | Open | | | Accounts Payable | TUMEX CORP. | \$195.00 | | |
| 94461 | 06/25/2020 | Open | | | Accounts Payable | ULINE, INC. | \$646.34 | | |
| 94462 | 06/25/2020 | Open | | | Accounts Payable | VELAZQUEZ, ELIZABETH | \$60.00 | | |
| 94463 | 06/25/2020 | Open | | | Accounts Payable | WAXIE SANITARY SUPPLY | \$4,664.81 | | |
| 94464 | 06/25/2020 | Open | | | Accounts Payable | YUMA COUNTY HUMANE SOCIETY | \$4,166.67 | | |
| 94465 | 06/25/2020 | Open | | | Accounts Payable | YUMA WINNELSON CO. | \$654.81 | | |
| 94466 | 06/25/2020 | Open | | | Accounts Payable | BALSINO, PETER, M | \$6.85 | | |
| 94467 | 06/25/2020 | Open | | | Accounts Payable | CHARGO PA, GURSTEL | \$26.95 | | |
| 94468 | 06/25/2020 | Open | | | Accounts Payable | FOP/ALC | \$390.00 | | |
| 94469 | 06/25/2020 | Open | | | Accounts Payable | SAN LUIS POLICE OFFICERS ASSOC | \$375.00 | | |
| 94470 | 06/25/2020 | Open | | | Accounts Payable | STANDARD INSURANCE COMPANY | \$8,390.40 | | |
| 94471 | 06/25/2020 | Open | | | Accounts Payable | SUPPORT PAYMENT CLEARINGHOUSE | \$3,639.25 | | |
| 94472 | 06/25/2020 | Open | | | Accounts Payable | UNITED WAY OF YUMA COUNTY INC. | \$14.00 | | |
| 94473 | 06/25/2020 | Open | | | Accounts Payable | UNITED YUMA FIRE FIGHTERS ASSOC | \$92.50 | | |
| 94474 | 06/25/2020 | Open | | | Accounts Payable | UNITED YUMA FIRE FIGHTERS- IAFF | \$1,000.00 | | |
| 94475 | 06/25/2020 | Open | | | Accounts Payable | 88 TACTICAL OMAHA LLC | \$2,025.00 | | |
| 94476 | 06/25/2020 | Open | | | Accounts Payable | ALSCO, INC | \$100.82 | | |
| 94477 | 06/25/2020 | Open | | | Accounts Payable | CDWG | \$130.95 | | |
| 94478 | 06/25/2020 | Open | | | Accounts Payable | DESERT VALLEY SERVICES, INC | \$157.18 | | |
| 94479 | 06/25/2020 | Open | | | Accounts Payable | FELIX, FABIAN | \$1,200.00 | | |
| 94480 | 06/25/2020 | Open | | | Accounts Payable | FIREFIGHTER SELECTION, INC. | \$634.60 | | |
| 94481 | 06/25/2020 | Open | | | Accounts Payable | FLINT, MARK, J. | \$1,000.00 | | |
| 94482 | 06/25/2020 | Open | | | Accounts Payable | NVISION NETWORKING, INC. | \$1,454.40 | | |
| 94483 | 06/25/2020 | Open | | | Accounts Payable | VERIZON WIRELESS MESSAGING SVC | \$7,499.78 | | |
| 94484 | 06/25/2020 | Open | | | Accounts Payable | WAXIE SANITARY SUPPLY | \$101.20 | | |
| 94485 | 06/25/2020 | Open | | | Accounts Payable | WILDERNESS TACTICAL PRODUCTS, LLC. | \$624.40 | | |
| Type Check Totals: | | | | | 78 Transactions | | \$365,925.04 | | |
| 1BYPAYABLE - 1st BY Accounts Payable Totals | | | | | | | | | |

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|------------|-------|--------------------|-------------------|
| | Open | 77 | \$365,730.93 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 1 | \$194.11 | \$0.00 |



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4. C.

Meeting Date: 07/08/2020

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Assistant to Council/PIO, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the agreement with Greater Yuma Economic Development Corporation for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: The Greater Yuma Economic Development Corporation (GYEDC) is a non-profit corporation which provides services focused on attracting commerce and industry to the region, and on assisting in developing the region's existing industry to its fullest potential. The agreement sets out the city's goals for GYEDC and how GYEDC will meet those goals. Some of the specifics are: identifying 10 qualified business prospects to locate in San Luis; a marketing plan and implementation of it; promotion of the incubator; and expanding systems of a collection of demographic statistics and indicators needed by manufacturers, distributors, retailers, and developers.

Amount: The city has entered into an agreement with GYEDC for economic development services in the past and has already budgeted **\$51,254.00** for services to continue until the end of the Fiscal Year 2020-2021. While the letter reflects a different amount, during the budget meeting held May 6, 2020, GYEDC requested the amount to remain the same as the previous fiscal year due to COVID-19 impacts.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO RATIFY AND APPROVE THE CONTRACT WITH GYEDC IN THE AMOUNT OF \$51,254.00.

N/A

Fiscal Impact

| | |
|---|--|
| IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: | Yes |
| CITY/STATE/FEDERAL FUNDS: | City |
| TOTAL: | \$51,254.00 |
| BUDGETED AMOUNT: | NA |
| AVAILABLE AMOUNT TO TRANSFER: | No transfer required |
| ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: | 100-110-80000 CONTRACTUAL SERVICES/ \$395,146.42 |

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

These funds are budgeted in FY 2020-21.

Attachments

Agreement

Contribution Letter FY 20-21

**OUTSIDE AGENCY AGREEMENT
GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION**

This agreement (“Agreement”) is entered into by and between the CITY OF SAN LUIS, an Arizona municipal corporation (“CITY”), and the GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION, an Arizona nonprofit corporation, (“GYEDC”). The CITY and the GYEDC may be referred to singularly as the “Party” and collectively as the “Parties.”

WHEREAS, the CITY is interested in obtaining for its benefit the knowledge and experience of GYEDC to perform special professional services for the development of the CITY’S economic base and GYEDC is interested in providing such services; and

WHEREAS, because the consequences of the coronavirus disease 2019 (COVID-19) pandemic on businesses and employment, the CITY crucially needs economic development.

NOW, THEREFORE, the Parties to this Agreement, in consideration of the above recitals and the following mutual covenants and stipulations, agree as follows:

I. GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION AGREES TO PERFORM THE FOLLOWING:

A. The CITY’S goals for GYEDC shall be as follows:

1. Work jointly with the CITY economic development representative to promote and strengthen regional economic development cooperation and coordination,
2. Support a strong business climate and promote the image of the City of San Luis for relocation of business to the CITY,
3. Qualify and assist companies to locate in the City of San Luis,
4. Build a strong and effective regional economic development organization,
5. Promote increases in private sector financing, support and participation,
6. Identify and develop through substantial effort at least 10 qualified prospects for location in the City of San Luis,
7. Encourage the jobs for the City of San Luis residents and targeted socio-economic persons or groups within the City of San Luis and
8. Maintain a structured Business, Retention and Expansion program, making a minimum of 15 completed survey calls annually.

B. In furtherance of the foregoing goals, GYEDC agrees as follows:

1. Implement a budget and action plan. GYEDC shall use its best efforts to expend funds and implement the budget and action plan, as adopted by the GYEDC Board of Directors (“Board”). GYEDC shall inform the CITY of changes in the adopted budget and action plan that will materially affect or alter the priorities established in each.

2. Work in direct partnership with the CITY'S economic development representative on the creation and implementation of a marketing plan. GYEDC shall, from time to time, solicit the input of CITY representatives on the formulation of future marketing strategies and advertisements.
3. Promote and strengthen regional economic development cooperation and coordination. To promote and strengthen regional economic development cooperation and coordination in Yuma County, GYEDC shall:
 - (a) Participate with national, state and regional economic development organizations involved in national and statewide economic development, and coordinate the Yuma County component of those organizations, and
 - (b) Coordinate and work in conjunction with the CITY economic development representative(s) to assist with the CITY'S participation in state and international economic development initiatives.
4. Qualify and assist companies considering locating in the greater Yuma County area. To qualify and assist new companies, GYEDC shall:
 - (a) Use its best efforts to continue to identify and through substantial efforts develop at least 10 out-of-city prospects for location in the City of San Luis in targeted economic clusters;
 - (b) Continue to provide all qualified prospects with coordinated professional services;
 - (c) Update and maintain the database of available properties;
 - (d) Coordinate and work with CITY economic development representative(s);
 - (e) Provide the CITY'S Board representatives and economic development representative(s) every other month activity reports for the prior two (2) months; and
 - (f) Engage the City of San Luis economic development representative(s) in all site visits of companies for location within the City of San Luis, including the need for a predevelopment meeting, before any proposal being made.
5. Develop a strong, effective regional development organization. To promote the development of a strong and effective regional economic development organization, GYEDC shall:
 - (a) Use its best efforts to secure public and private sector funding to achieve its goals successfully,
 - (b) Professionally develop GYEDC staff,
 - (c) Operate GYEDC under GYEDC articles of incorporation and bylaws, and all amendments to it and

- (d) Uphold and support policies of the City of San Luis with each client of GYEDC and explore economic development solutions that will uphold the goals of the City of San Luis policies.
- 6. Develop and maintain strong private sector support and participation. To achieve the goals set forth in the marketing of the region, GYEDC shall continue to secure private sector contributions.
- 7. Secure bona fide leads, such as startups or expanding manufacturing companies, to lease the San Luis Business Incubator. A minimum of two manufacturing companies shall be secured for the two larger suites at the business incubator. Continue to assist in recruiting companies as vacancies arise by assisting in building a waiting list as potential tenants.
- C. Hire or retain, at its discretion, a President/CEO and necessary staff to carry out the tasks described in this Agreement.
- D. Continue the program of identifying, contacting and attracting capital investors and other outreach services for business, commercial, and industrial development within the City of San Luis. This program is to be accomplished through
 - 1. visitations and presentations to business persons and manufacturers who have indicated an interest in locating in the City of San Luis and
 - 2. providing assistance to all prospects, including local investors and developers, in satisfying the need for information to facilitate the potential expansion and/or location of businesses, commercial and industrial facilities, or projects in the City of San Luis area.
- E. Continue to expand the system of collecting demographic statistics and economic indicators needed by manufacturers, distributors, retailers, and developers in deliberations regarding the City of San Luis as a potential site for business, commercial, and industrial development.
- F. Continue printing, publishing, and distributing of documented demographics and other information concerning the City of San Luis, as a resource document and sales tool to attract manufacturers, distributors, retailers and developers.
- G. Expend its resources to recruit, for relocation and expansion, businesses that will meet or exceed environmental rules and regulations of local, state, regional, and national governments. GYEDC shall consider any actual or potential environmental impact or threat the business may have to the community. GYEDC shall consult with the CITY economic development representative(s) or the San Luis City Manager or designee regarding the hazardous material environmental impacts of prospective businesses.
- H. GYEDC will coordinate information for potential businesses of the city code and ordinance requirements for a hazardous material impact review.
- I. Cooperate with the greater San Luis community in efforts and activities to expand economic opportunities within the region, downtown, port of entries, and industrial parks.
- J. Maintain accurate records of CITY monies received and disbursed. GYEDC shall maintain an accounting system which complies with generally accepted accounting principles and with the

American Institute of Certified Public Accountants (AICPA) Audit Guide for Nonprofit Corporations and which accounts for all funds provided by the CITY under this Agreement.

- K. Annually provide the CITY with names and addresses of officers or directors, and copies of GYEDC's bylaws, and articles of incorporation and amendments to them. If any change of officer and/or director, bylaws or articles of incorporation, GYEDC shall also provide notice of the said change to CITY within 30 days after that. All documentation required hereinafter shall be reviewed by the Board before submission and shall be filed with the San Luis City Manager within 30 days after the end of the period stated. The required reports and records are set forth as follows:
1. Monthly financial statement as presented to the Board.
 2. A semi-annual program status report regarding monies received. This report shall contain analytical memoranda which:
 - (a) Describes the results of activities and expected achievements.
 - (b) Describes program effectiveness.
- L. Provide a brief status report to CITY representatives at GYEDC's Board meeting.
- M. Provide notice of all meetings to the San Luis City Manager and/or his designee, who may attend all meetings of the Board.
- N. Make reports at meetings of the San Luis City Council no less than twice annually on the progress of its work program.

II. THE CITY SHALL PROVIDE THE FOLLOWING:

- A. Evaluate GYEDC's performance relative to the performance criteria set forth in this Agreement to assess the impact of the efforts of the GYEDC. Any additional information desired by the CITY, which is relevant and necessary to the CITY'S evaluation, shall be made available by GYEDC.
- B. Pay GYEDC for the Fiscal Year 2020-2021, unless terminated as provided in this Agreement, that amount which is stated in this Agreement. Such sum is to be disbursed on a pro-rata, quarterly basis.
- C. The method of payment shall be as follows:
1. GYEDC shall submit a request for payment quarterly to the CITY'S Director of Finance, under the approval of the GYEDC's annual budget by its Board.
 2. Upon approval of the request for payment by the CITY, the CITY'S Director of Finance shall make payments within 15 days to GYEDC, except as provided in Section II subsection D below.
- D. The CITY may withhold payment, in whole or in part, as may be necessary to protect it from loss on account of:
- GYEDC's failure to render acceptable services, as stated in the performance criteria of Section I. The San Luis City Manager, or designee, shall investigate and monitor the quality of GYEDC

services to determine whether such services are acceptable. Upon determination by the San Luis City Manager that acceptable services are not being rendered, the San Luis City Manager shall notify the GYEDC of the specific deficiencies in performance and provide a reasonable time for the GYEDC to rectify said deficiencies. In no event shall such time to rectify exceed 90 days. Whether or not GYEDC services are acceptable will be the CITY'S exclusive decision.

1. GYEDC's failure to supply information, records or reports as required
2. GYEDC's failure to comply with documentation requirements or accounting procedures.
3. GYEDC's failure to allocate money received from the CITY for the purposes described in this Agreement.

III. FINANCIAL SUPPORT AND TERM OF AGREEMENT:

- A. The term of this Agreement shall be for one (1) year commencing on July 1, 2020, and ending on June 30, 2021.
- B. The CITY agrees to pay GYEDC an amount of \$57,254 for services to be provided by GYEDC under the Agreement during the CITY's Fiscal Year 2020-2021.
- C. Funding of this Agreement shall be subject to the annual appropriation of funds for this activity by the San Luis City Council under the required budget process of the CITY.
- D. Renewal of this Agreement beyond the current Agreement will be contingent upon GYEDC's performance of the Agreement. If GYEDC's performance does not, in all material respects, meet the minimum requirements as described in Section I. Subsections A. through N. of this Agreement, this Agreement may not be renewed by the San Luis City Council.
- E. Nothing in this Agreement shall preclude the CITY from contracting separately with GYEDC for services to be provided in addition to those to be provided in this Agreement, upon terms and conditions to be negotiated by the CITY and GYEDC.

IV. TERMINATION:

The CITY may terminate this Agreement before the end of the term in this Agreement if any of the following occur:

- A. Without cause at any time with 90 days' notice whenever the CITY determines that such termination is in the best interests of the CITY.
- B. By mutual written consent of both Parties to this Agreement.
- C. For breach or default by GYEDC of any of its obligations set forth in this Agreement.

V. INDEMNIFICATION:

To the fullest extent permitted by law, GYEDC shall indemnify and hold harmless the CITY, its agents and employees from and against all claims, damages, losses, expenses, and injury to property or persons (including death), including but not limited to attorney's fees, caused in whole or in part by any negligent act or omission of GYEDC, or anyone directly or indirectly employed by GYEDC for whose acts any of them may be liable, regardless of whether or not a Party indemnified under this Agreement, whether GYEDC authorized it or not, including theft by GYEDC

or any of its officers, agents, employees, guests, patrons, invitees or trespassers, arising out of or resulting from this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this paragraph.

VI. INSURANCE:

GYEDC shall, at its own expense, secure and maintain during the term of this Agreement commercial general liability insurance, including bodily injury, property damage, contractual, personal injury, and products/completed operations. Liability limits shall be no less than \$2,000,000 per occurrence combined single limit and shall be primary and not contributory to any other coverage available to the CITY or its employees. The CITY shall be named as an additionally insured, and certificates of insurance with endorsements for the requirements in this Agreement shall be delivered to the CITY before the commencement of this Agreement. Failure to provide required coverage and compliance with the terms and conditions of this Agreement shall not waive the contractual obligations in this Agreement. If the insurance company or GYEDC cancels the policy or policies during the term of this Agreement, GYEDC and the insurance company shall provide 90 days written notice before the effective date of such cancellation or termination to the CITY.

VII. GENERAL CONDITIONS:

A. Nondiscrimination. GYEDC shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, PL 88-354 (1964), and with the Americans with Disabilities Act of 1990 as they are amended. In addition, GYEDC shall include similar requirements of subcontractors in any contracts entered into for the performance of GYEDC obligations under this Agreement.

B. Financial Review. GYEDC shall make its financial records available for inspection by the CITY, or its designee, upon reasonable notice during regular business hours of the CITY.

C. If the CITY desires a financial audit by a certified public accountant of GYEDC's financial records to verify the use of the funds of the organization according to the terms and conditions of this Agreement, GYEDC shall cooperate fully in the performance of such audit. GYEDC shall not be responsible for the cost of such an audit if requested by the CITY, and GYEDC shall be entitled to a copy of any resulting reports the CITY receives.

D. Compliance with Law. GYEDC shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, GYEDC shall include similar requirements of subcontractors in any contracts entered into for the performance of GYEDC obligations under this Agreement.

E. Binding on Successors. The covenants and conditions in this Agreement contained apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties.

F. Attorney's Fees and Costs. If any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing Party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration, and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.

G. Laws Governing. The laws of the State of Arizona shall govern this Agreement, including but not limited to validity, interpretation, and performance.

H. Venue. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in Superior Court in Yuma County, Arizona.

I. Waiver. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, or any delay in the exercise of any rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either Party to insist upon the strict performance of this Agreement.

J. Severability. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

K. Integration. This Agreement contains the entire Agreement between the Parties. No oral or written statement, promises, or inducements made by either Party or agent of either Party that is not contained in this written Agreement, or specifically referred to in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the Parties and endorsed hereon or attached to this Agreement.

L. No Partnership. Nothing in the Agreement is intended or shall be construed to constitute a partnership or joint venture between the Parties, and neither Party shall be deemed the principal, agent, officer, or member of the other.

M. Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of GYEDC of any obligation shall apply only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

N. Dispute Resolution. If the Parties mutually agree, claims, disputes or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement or the breach of it may be subject to and decided by arbitration under the Arizona Uniform Rules of Procedure for Arbitration currently in effect. Request for arbitration shall be filed in writing with the other Party to this Agreement.

O. Conflict of Interest. This Agreement shall be subject cancellation under the Conflict of Interest provisions of ARS § 38-511, as amended.

P. Environmental Conditions. GYEDC shall take all steps necessary to ensure its compliance with all applicable federal, state, and local environmental laws, regulations and ordinances. GYEDC shall indemnify and hold the CITY harmless for any remediation required and from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death to any person or damage to any property or the environment of any nature whatsoever arising out of violations of such laws, regulations, and ordinances.

Q. Employees, directors, board members, officers, and volunteers of the GYEDC are prohibited from engaging in any political activity with respect to candidates for political office beyond the private expression of personal opinion, registering as a member of a political party, signing petitions and voting in any special, general, or primary election. No employee, director, board member, officer, or volunteer shall solicit any contribution in cash or service from any GYEDC employee, director, board members, officer, or volunteer to support any candidate for public office. No employee, director, board member, officer, or

volunteer shall use the name of the GYEDC, or use their affiliation with the GYEDC, to engage in any political activity of any kind or to solicit any contribution in cash or services to support any candidate or public office. If an employee, director, board member, officer, or volunteer should engage in said activities, they shall make it clear that they are doing so in their personal and private capacity, and are not associated with the GYEDC in any way while engaging in said activity. Employees, directors, board members, officers, and volunteers will refrain from engaging in any political activity while attending or participating in the GYEDC function or event.

R. Under ARS § 41-4401, the GYEDC warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with ARS § 23-214, subsection A. A breach of the warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement. The CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with the warranty.

S. Notices. All notices, demands or other communications given under this Agreement shall be in writing and shall be deemed to have been duly delivered or refused delivery upon personal delivery, or mailing by United States mail, postage prepaid, registered or certified, return receipt, addressed as follows:

City of San Luis
Attn: City Manager
PO. Box 1170
San Luis, Arizona 85349

Greater Yuma Economic Development Corporation
Attn: Chair
899 Plaza Circle, Suite 2
Yuma, Arizona 85365

IN WITNESS WHEREOF, the Parties have executed this Agreement in Yuma County, Arizona, the day and year set forth above which the date the last Party signed this Agreement.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Greater Yuma Economic Development Corp.

Signature

Print Name

Title



Greater Yuma
ECONOMIC DEVELOPMENT CORP

February 6, 2020

Mayor Gerardo Sanchez
P.O. Box 1170
San Luis AZ 85349

Dear Mayor Sanchez,

Greater Yuma Economic Development Corporation (GYEDC) is very grateful to the City of San Luis for the outstanding partnership we have, and the financial support given to this organization. The City elected leaders and the administration continue to be disciplined stewards for all San Luis residents and visitors. The dedication and diligence demonstrated by all of you is sincerely appreciated.

I understand you are in the early stages of your budget process and I am grateful to have the opportunity to submit our request in a timely fashion.

I continue to champion the per capita funding model. As you are aware, budget stability has been a key focus of the GYEDC Governance Committee. The per capita method is widely accepted nationwide and implemented across the State of Arizona as well. The City of Yuma has met their per capita budget requirement and the County has met theirs after systematically increasing their annual budget allocation by \$10,000 per year.

In 2019/20 the City of San Luis committed to making incremental increases towards their per capita commitment of \$63,763 by 2022 with incremental increases of \$6,254 annually for three years. We are very grateful for your first increase of \$6,254 to a \$51,254 investment this past fiscal year. We respectfully request an additional increase of \$6,254 this fiscal year, bringing your total 2020/21 Investment to \$57,508. With this commitment to increase, GYEDC can continue to grow our efforts in attracting and retaining the industries desired by the entire region.

We are grateful to you for your consideration regarding this request. Please feel free to call or email me with any questions you may have about our programs. We thank you for your partnership and look forward to many more great years together.

Sincerely,

Julie Engel
President/CEO
899 E. Plaza Circle, Suite 2
Yuma, AZ 85365

cc
Tadeo DeLaHoya, City Administrator
Francia Alonso, Assistant to Council

RECEIVED

FEB 6 2020

By



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4. D.

Meeting Date: 07/08/2020

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Assistant to Council/PIO, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for Fiscal Year 2020-2021. (**Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO**)

SUMMARY:

Service: Ramirez Advisors Inter-National, LLC provides services related to assisting the City of San Luis in relation to Federal, State, and Bi-National entities to address the needs of our region.

Amount: The City of San Luis has entered into an agreement with Ramirez Advisors Inter-National, LLC in the past. The city has already budgeted funds in the amount of **\$55,000.00** for services to continue until the end of Fiscal Year 2020-2021. These funds will cover a discounted yearly retainer which was requested by the city. In addition to the retainer, the contract covers travel and out-of-pocket expenses such as mileage, lodging, airfare, and ground transportation. The city has paid these expenses in prior years.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO RATIFY AND APPROVE THE CONTRACT WITH RAMIREZ ADVISORS INTER-NATIONAL, LLC IN THE AMOUNT OF \$55,000.00

N/A

Fiscal Impact

| | |
|---|--|
| IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: | Yes |
| CITY/STATE/FEDERAL FUNDS: | City |
| TOTAL: | \$55,000.00 |
| BUDGETED AMOUNT: | N/A |
| AVAILABLE AMOUNT TO TRANSFER: | No transfer required |
| ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: | 100-110-80000 CONTRACTUAL SERVICES/ \$395,146.42 |

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

These funds are budgeted in FY 2020-21.

Attachments

Agreement

Biography

Luis Ramirez Proposal

AGREEMENT

Agreement (the "Agreement") made this _____ day of July 2020, and effective as of July 1, 2020, between Ramírez Advisors Inter-National, L.L.C. of 2642 E. Thomas Road, Phoenix, Arizona 85016, a limited liability company organized under the laws of Arizona ("RAI-N") and the City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 East Union Street, San Luis, Arizona ("City"). (RAI-N and City may be referred to singularly as the "Party" and collectively as the "Parties").

RECITALS

- A. **WHEREAS**, the City desires to leverage the investment by the federal government on the international ports of entry to serve as catalysts for the long-term economic growth of the region and to foster the improvement of the quality of life for the residents of the City.

- B. **WHEREAS**, the City of San Luis is experiencing high rates of growth and is confronting several significant projects that stand to impact their long-term planning and the quality of life for the residents of the City.

- C. **WHEREAS**, the General Services Administration (GSA) with various other federal agencies have been delayed by the coronavirus disease 2019 pandemic and other causes in the design and construction of the modernizations to the San Luis I port of entry. Although funded, the full expected cost was not funded. Additionally, there are various transportation and other related infrastructure issues to be addressed to handle the expected growth in cross-border traffic. These projects stand to have a dramatic impact on how the volume of traffic, both commercial and non-commercial, can traverse through the City. As experienced in various other border communities, these projects typically serve as catalysts for growth. The challenge is to position the City and the region to be the beneficiary of that growth. Without planning, the City stands to be bypassed by the growth or to be left to deal with the challenges associated with the growth and traffic.

- D. **WHEREAS**, RAI-N, has direct experience in projects on the border, ability to interact with key stakeholder agencies and entities on both sides of the border and fully bicultural and binational experience.

- E. **WHEREAS**, services provided are of an expert nature.

- F. **NOW, THEREFORE**, the City desires to continue to maintain RAI-N as a value-added member of the City's leadership team for the current fiscal year.

In consideration of the matters described above and of the mutual benefits and obligations in this Agreement, the Parties agree as follows.

**SECTION ONE.
PURPOSE, RELATIONSHIP AS INDEPENDENT CONTRACTOR AND
THE RIGHTS OF THE PARTIES**

1.1 Purpose. RAI-N, by working with the key representatives of the City, will work to help identify the key issues, work to define the areas of concern, help identify strategies to address the concerns and work to build consensus among the key stakeholders. There are several key infrastructure projects underway or under consideration that can impact the region's long-term economic viability and sustainability, the opportunities for growth in key sectors and the quality of life for the residents of the City. Some of the projects are immediate, and others will gain greater relevance in the long-run but must all be considered as part of a broader economic development strategy for the region.

1.2 Independent Contractor. RAI-N is an independent contractor to the City

1.3 Rights of RAI-N. Rights of RAI-N include but are not limited to control of the work, manner and methods of the work, and the right to contract with other employers.

1.4 Rights of the City. Rights of the City include but are not limited to inspection and approval of the work and the right to contract with others to perform the work.

1.5 Material, Supplies, Equipment and Tools. RAI-N shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work agreed to be performed under this Agreement.

1.6 Payroll Taxes. Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of RAI-N or for the employees of RAI-N. RAI-N shall not be treated as an employee for federal or state tax purposes regarding the services performed under this Agreement. RAI-N shall be responsible for paying all taxes as mandated by law.

1.7 Fringe Benefits. Since RAI-N is not an employee of the City, RAI-N is not eligible for and shall not participate in any employee benefit of the City, including pension, health or other fringe benefits.

**SECTION TWO.
DURATION**

2.1 The duration of this Agreement shall be for one year commencing from the date of execution or as ratified by proper legal action of the City Council if the commencement date is earlier.

2.2 Either Party shall have the option of terminating this Agreement by providing a 30-day advance notice in writing. All fees owed to that termination date shall be paid to RAI-N as per the terms of this Agreement.

SECTION THREE. RENEWAL

At the conclusion of the year term of this contract, the City and RAI-N will jointly assess whether to renew, expand, modify or terminate this Agreement. All renewals shall be in writing signed by both Parties.

SECTION FOUR. OBLIGATION OF RAI-N

4.1 Among the key projects under consideration and are to be monitored – although this is **not** an all-inclusive list – are:

- a. the San Luis I Border Station Reconfiguration Project,
- b. the San Luis Rio Colorado I Border Station Reconfiguration Project,
- c. the operations at the San Luis II border station, and
- d. others as they become better defined or as determined appropriate for consideration.

4.2 Among the areas in which RAI-N will be directly involved, RAI-N will work with the City to ensure that its efforts achieve the following:

- a. assisting in the preparation and dissemination of strategic information that outlines the critical areas of need and/or projects,
- b. assist the City of San Luis in implementing an outreach strategy at the Federal, state and binational levels to raise awareness of the needs of the region,
- c. facilitate the dialogue, communication and interaction with key state federal agencies, primarily with the General Services Administration (“GSA”), Customs and Border Protection (“CBP”), and the Arizona Department of Transportation (“ADOT”),
- d. as determined appropriate and in full coordination with the US Counterparts, establish similar outreach efforts with the relevant federal, state and municipal entities on the Mexican side as it pertains to the port of entry projects, and
- e. more as determined appropriate by the City in consultation with RAI-N.

4.3 To inform the City of RAI-N's activities and relevant matters, RAI-N will:

- a. Provide updates via electronic format to the City. At the request of the City of San Luis, all updates are to be provided to the Mayor and to the entire City Council. There will be additional exchanges of communication on an as-needed basis. RAI-N's experience has proven that more frequent reporting can cause an information overload for its clients and an inefficient use of time.
- b. RAI-N, as determined appropriate, will participate in leadership meetings, both in person or via teleconference.

4.4 Professional Staffing

- a. Luis E. Ramírez Thomas will be the primary point of contact for all services relating to this engagement. Attachment #1 is a brief biography incorporated into this Agreement by this reference.
- b. Other firm professionals will be involved in this engagement on an as-needed basis and as determined appropriate by RAI-N. Should it be deemed appropriate by both the City and RAI-N that third-party professionals be required to provide complementary services to effectively execute any portion of this engagement, RAI-N will work with the City to secure those services. The City will be responsible for payment of any third-party services

4.5 Ethics

RAI-N shall adhere to the strictest standards of ethics and professional behavior and provide professional services based on commonly accepted business principles, terms and standards unless otherwise indicated.

4.6 Confidentiality

RAI-N's practice is to hold any information provided to RAI-N by its clients as confidential. RAI-N agrees to maintain in confidence all City or City-related information which RAI-N may receive as a result of its work with the City. Further, RAI-N agrees that it will not disclose to anyone or use directly or indirectly to compete with the City or divulge such information that others may use directly or indirectly to compete with the City, any confidential information, including, but not limited to, City information, City lists, trade secrets, data, financial information, negotiation strategies, legal opinions and/or advice, etc., that may be accessible to RAI-N in connection with its working relationship with the City, without the

express permission of City or disclosure is required by law. RAI-N understands that its engagement letter to the City is a public record.

**SECTION FIVE.
OBLIGATION OF CITY**

5.1 The City will pay an annual flat retainer rate of \$55,000 to be paid in 12 equal payments of \$4,583.33. This retainer rate reflects a substantial discount on the standard fees, a discount requested by the City.

5.2 Additionally, the City will cover all essential travel-related and out of pocket expenses, including lodging, airfare and ground transportation, as they pertain to this engagement. Invoices are due within 30 days of the date they are received by the City. Delays of more than 30 days in receiving payment will result in a 1% additional charge on a per month basis.

5.3 To help save money for the City and to protect against COVID-19, whenever possible and appropriate, RAI-N will use video conferencing, and when travel is essential, travel by rental vehicle whenever ground travel is required. Should the use of a personal vehicle be required, RAI-N will adhere to the federal mileage reimbursement rate, as provided by the US General Services Administration, of \$0.54 per mile as of the date indicated on this Agreement.

5.4 RAI-N will request prior verification, either in hard copy, telefax, or via electronic mail, to incur any expenses over \$100 on behalf of the City. Seeking written approval for expenses of lesser quantities can be time-consuming. RAI-N does not anticipate incurring any expenses without prior approval from the City, and a detailed reporting of all expenses will be submitted with each invoice.

**SECTION SIX.
LIABILITY INSURANCE AND INDEMNITY**

6.1 Insurance. Without in any way limiting RAI-N's liability under the indemnification described below, RAI-N shall maintain, during the term of this contract, the following insurance:

Coverage

Commercial General Liability, including:
Premises and Operations
Contractual Liability
Personal-Injury Liability
Independent Contractors

Minimum Limits
\$1,000,000 Combined Single
Limit, per occurrence and \$2,000,000
general aggregate

Liability

Comprehensive Automobile Liability
(including, owned, non-owned and
hired autos)

\$1,000,000 Combined Single Limit, per
Occurrence

Except for Workers Compensation and Professional Liability Insurance coverage, such insurance shall include additional endorsements naming City and its directors, officers, employees, and agents as additional insured regarding liabilities arising out of performing services. RAI-N shall provide City with certificates of insurance documenting that RAI-N has obtained the above coverages. Such certificates shall include the required provisions and endorsements required by this Agreement. Such Certificates shall include a statement that insurance may not be canceled without 30 days prior written notice to City by first class mail, postage prepaid, 10 days of notice if cancellation is due to nonpayment of premium.

6.2 Indemnity. RAI-N agrees to indemnify, defend and hold harmless the City, its Council members, officers, directors, employees, insurers, indemnitors and agents for, from and against all suits, claims, liabilities, costs, expenses and debt, including reasonable attorneys' fees, incurred by the City arising from, attributable to or caused by acts or omissions of RAI-N (or its officers, directors, shareholders or agents) or any RAI-N'S employee in the performance of or related to the performance of the duties of any RAI-N employee (including, but not limited to injuries to RAI-N employees that may or may not be covered by workers compensation insurance); except, to the extent such suits, claims, liabilities, costs, expenses and debt result from acts or omissions of the City or its Council members, officers, directors, employees, insurers, indemnitors or agents. This indemnification provision shall apply to suits, claims, liabilities, costs, expenses and debt that are not otherwise covered by the City's Liability Insurance provided for by the Pool.

**SECTION SEVEN.
PROVISIONS REQUIRED BY ARIZONA LAW**

7.1 Conflict of Interest. This Agreement is subject to the cancelation provisions of ARS §38-511.

7.2 Employment Eligibility. RAI-N warrants it complies with all federal immigration laws and regulations that relate to its employees and with ARS § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. City retains the legal right to inspect the papers of RAI-N to ensure that RAI-N complies with this warranty.

**SECTION EIGHT.
MISCELLANEOUS PROVISIONS**

8.1 Notices. All notices, approvals and communications provided for herein, or given in connection, shall be validly given, made, delivered or served if in writing and

delivered personally by a process server or sent by a nationally recognized courier (e.g., Federal Express, Airborne, UPS) or by United States Postal Service certified with return receipt requested and postage prepaid to:

If to the City: City Manager
City of San Luis
P.O. Box 1170 (by United States Postal Service)
1090 East Union Street (by personal process or courier)
San Luis, Arizona 85349

With a copy to: San Luis City Attorney
The City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

If to the RAIN Luis E. Ramirez Thomas
President
Ramirez Advisors Inter-National, L.L.C.
2642 E. Thomas Road
Phoenix, Arizona 85016

or such other addresses as either Party may, from time to time, designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices, approvals, changes of addresses, and other communications provided for herein shall be effective upon receipt as hereinabove provided, prepaid and addressed as set forth above.

8.2 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

8.3 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 the provisions of the Agreement.

8.4 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement. RAIN represents and warrants it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under state laws. RAIN and the City warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.

8.5 Amendment of the Agreement. This Agreement may be amended, in whole or in part only with the mutual written consent of the Parties to this Agreement or by their successor in interest.

8.6 No Assignment nor Assumption. RAI-N shall not assign the benefits of or delegate the obligations arising under this Agreement to any person or entity.

8.7 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

8.7 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona, and the Parties waive any right to object to such venue.

8.8 Attorney's Fees and Costs. If either Party brings a legal action because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled to reasonable attorney's fees and court costs.

8.9 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a Party, shall have any right or cause of action.

8.10 No Agency Created. Nothing in this Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

8.11 No Personal Liability. No member, official or employee of the City shall be personally liable to RAI-N, or any successor (a) if any default occurs or breach by the City, (b) for any amount which may become due to the RAI-N or its successor, or (c) under any obligation of the City under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of RAI-N under this Agreement shall be limited solely to the assets of RAI-N and shall not extend to or be enforceable against (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of RAI-N; (ii) the shareholders, members or managers or constituent partners of RAI-N; or (iii) officers of RAI-N.

8.12 Time is of the essence. Time is of the essence in this Agreement, and RAI-N agrees to use the utmost diligence to perform the obligations in this contract.

8.13 Entire Agreement. This Agreement, including its Exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the Parties. This provision applies only to this entire Agreement.

8.14 Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed to be an original.

**SECTION NINE.
EFFECT OF AGREEMENT**

This Agreement shall inure to the benefit of and bind the heirs, legal representatives, and successors of the respective Parties.

The Parties have executed this Agreement the day and year set forth above, which is the day the last Party approved this Agreement.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Ramirez Advisors Inter-National, L.L.C.

Luis E. Ramirez Thomas, President

ATTACHMENT #1
Professional Biography

LUIS E. RAMÍREZ THOMAS, MSFS

Luis is the President of Ramirez Advisors Inter-National, LLC (RAI-N). He has over 29 years of experience on US-Mexico border infrastructure projects, North American relations, international business and negotiations, regional economic development, industrial site selection, government procurement, project management and governmental affairs. Luis has dedicated a considerable amount of time, both personal and professional, to fostering better relations with Mexico and Canada, improving the quality of life for the residents of the border and promoting the economic development of the region.

Before establishing his firm over 13 years ago, Luis was the International Business Advisor for Lewis and Roca, LLP (now Lewis Roca Rothgerber Christie, LLP), in Phoenix. There he worked with clients from the strategic planning phase of an international business expansion through the implementation and start-up of operations, with particular focus on Mexico. He also worked with various clients on a variety of border infrastructure and industrial projects. Additionally, he assisted on a variety of legal matters including asset recovery and crossborder litigation strategies.

Prior to joining Lewis and Roca, Luis was a Manager with the Corporate Real Estate Solutions practice (Fantus) in the Los Angeles office of Deloitte & Touche, LLP. Luis served as the National lead for Mexico: Location Strategies and Implementation, offering clients a one-stop-shop option that included fully coordinated, cross-functional, binational and bicultural grouping of services designed to assist clients with the business expansions to Mexico. He was also a member in various major site selection efforts for Deloitte & Touche clients in the US and globally.

Luis was also the Regional Director - the Americas, of the Global Market Entry Practice for Deloitte & Touche, where he helped establish the Mexico Advisory Services Group, a multidisciplinary client services team for the firm's Southern California region.

Additionally, Luis was the Bulk Power Marketer for International Markets and a Senior Consultant for Industrial Development and International Programs with Arizona Public Service Company (APS). While at APS, Luis helped develop business opportunities for Bulk Power Services in Mexico and identified opportunities to expand retail sales that enhanced the utilization of APS's existing resources along the Arizona-Mexico border. Luis led the teams that negotiated unique and innovative electric service agreements with five Maquiladoras in San Luis Rio Colorado, Sonora. These projects entailed extensive work with Mexican and US Federal regulatory agencies and local and state governments, as well as managing binational legal, consulting, engineering and construction teams.

Luis was recently appointed to the National Advisory Council for the Administrator of the Environmental Protection Agency on issues impacting the environment in the United States and North America as it pertains to the US participation in the Commission for Environmental Cooperation (CEC). He also recently completed three terms as part of the Good Neighbor Environmental Board, its mission being to advise the President and Congress of the United States on good neighbor practices along the U.S. border with Mexico with a special focus on environmental infrastructure in the four states that border Mexico. This board is managed by the US Environmental Protection Agency. Luis also completed a two-year term as a member of the Data Management Improvement Act (DMIA) Task Force, a federal advisory task force designed to advise the US Attorney General and the Secretary of Homeland Security on the design and implementation of an entry and exit control system to and from the US. This system is now called the US-VISIT system.

Luis was also the Executive Director of the Border Trade Alliance (BTA) in 1994-'95 and was the Executive Assistant to the Chairman of the BTA in 1991-'92. He also worked for Joffroy Customs Brokers as an import-export specialist in the Maquiladora department.

Luis served on the Board of Directors of the BTA from 1996 to 2008, where he was also a member of the Executive Committee, Chaired the Immigration Committee and was the Co-Chair of the Public Policy Committee. As a past-Chair of the BTA, Luis was also one of the organization's Ambassadors at Large. In his functions with the BTA, Luis helped structure and implement many of the organization's positions on key issues including those pertaining to Border Crossing Cards, federal inspection procedures at the border, utilization of resources, securing funds for border infrastructure and staffing, and many more. He also represented the organization's key positions such as supporting the creation of the Department of Homeland Security.

Luis also served on the Board of Directors of the Arizona-Mexico Commission where he also served as the Chair of the Border Infrastructure and Economic Development Initiative. Luis recently completed a two-year term as a member of the Joint Legislative Review Committee on Transportation between Arizona and Sonora. As one of the three public members of this committee, Luis was involved in the coordination of efforts on Arizona-Sonora transportation issues and making annual reports and recommendations to the Arizona legislature on the environment, transportation infrastructure and safety problems caused by the type and volume of traffic on highways that carry out commercial operations between Arizona and Mexico.

He serves on multiple professional and charitable boards, including the Arizona Hispanic Chamber of Commerce, the Citizens Advisory Group for the International Boundary and Water Commission, the Board of Trustees for United Cerebral Palsy and the Isaac Educational Foundation, the Steps of Love Foundation and he serves as President of the Isaac Education Foundation. He has served on multiple boards, including the National Law Center for Inter-American Free Trade, the West Valley Child Crisis Center, Gateway Community College Incubator Board of Advisors, the US-Mexico Chamber of Commerce - California Chapter, the BTA Foundation, Friends of Public Radio Arizona and many more. He has received various Gubernatorial Appointments, including as a member of the Governor's Canamex Task Force. He was recently selected as the Friend of the Border by the Global Chamber of Commerce and the William K. Brooks Award by the Arizona-Mexico Commission.

Luis, born in Mérida, Yucatan, attended High School in Vancouver, British Columbia. He earned his Bachelor of Arts from the University of Arizona, cum Laude where he majored in Economics and Political Science and completed extensive coursework in Mexican-American Studies. He was also a member of the University of Arizona Shotokan Karate Team that won the national collegiate championship in 1989. He earned his Master's of Science in Foreign Service from Georgetown University, where he was awarded a Dean's Citation of Service. During his studies at Georgetown, Luis did a special internship with Congressman Jim Kolbe (R-AZ), where he served as a North-American Trade Specialist during the ratification of the North American Free Trade Agreement (NAFTA).

January 21, 2020

RECEIVED

The Honorable Gerardo Sanchez
Mayor
City of San Luis
767 First Avenue
Box 1170
San Luis, Arizona 85349

FEB 18 2020


By _____

Via electronic mail: gsanchez@cityofsanluis.org

RE: Renewal of Contract for Professional Services

Dear Mayor Sanchez,

First of all, on behalf of Ram rez Advisors Inter-National, LLC, (RAI-N), I want to congratulate you and the City of San Luis for the culmination of years of effort in securing \$152.4 million for the modernization of the San Luis I port of entry. Projects of this magnitude and repercussion require a long-term commitment and an unwavering focus on the end game. We are proud to have been part of this long but fruitful journey.

To that end, I want to thank you for the opportunity of presenting this contract renewal to you and the City of San Luis (the City) as the City works to leverage the investment by the federal government on the international ports of entry to serve as catalysts for the long-term economic growth of the region and to foster the improvement of the quality of life for the residents of the region.

OUR UNDERSTANDING

The City of San Luis is experiencing high rates of growth and is confronting a number of significant issues that stand to impact their long-term planning and the quality of life for the residents of the City.

In the 2020 US Spending Bill, the US Government desi \$152.4 million towards the modernization of the San Luis I Port of Entry. Additionally, the bill includes a one-of-a-kind language that provides a 10 margin in the budget without having to seek congressional approval. This means that the project funding is actually \$167 million. Much work needs to take place with the US The General Services Administration (GSA), and US Customs and Border Protection in order to ensure that the investment being

made at San Luis I offers the most benefits possible for San Luis and the entire region.

Additionally, there are various transportation and related infrastructure issues that need to be addressed to handle the expected growth in cross-border traffic and local population growth. As experienced in various other border communities, these types of projects typically serve as catalysts for growth. The challenge is to position the City and the region to be the beneficiary of that growth. Without appropriate planning, the City stands to be bypassed by the growth and be left to deal with the challenges associated with the growth and traffic.

OUR PROPOSAL

RAI-N, by working with you and the key representatives of the City, will work to help identify the key issues, work to define the areas of concern, help identify strategies to address the concerns and work to build consensus among key stakeholders. In particular, there are a number of key infrastructure projects under way or under consideration that can impact the regions long-term economic viability and sustainability, the opportunities for growth in key sectors and the quality of life for the residents of the region. Some of the projects are of an immediate nature and others will gain greater relevance in the long-run but all have to be considered as part of a broader economic development strategy for the region.

Among the key projects under consideration and are to be monitored – though this is not an all-inclusive list – are:

- The San Luis I Border Station Reconfiguration Project, including working to secure the balance of the original funding request and that the project moves forward with the funding available as quickly and as efficiently as possible;
- Working with Mexican authorities to advance the needed improvements to the Mexican side of the border at San Luis I;
- Promote the flow of cars at San Luis II;
- By working with you and stakeholders, devise and implement strategies that promote the utilization of the San Luis II port of entry ;
- Others as they become better defined or as determined appropriate for consideration.

Among the various areas in which RAI-N will be directly involved, RAI-N will work with the City to ensure that our efforts to achieve the following:

- Assisting in the preparation and dissemination of strategic information that outline the critical areas of need and/or projects;
- Assist the City of San Luis in the implementation of an outreach strategy at the Federal, state and binational levels to raise awareness of the needs of the region;
- Facilitate the dialogue, communication and interaction with key local, state and federal agencies, primarily with the General Services Administration (“GSA”), Customs and Border Protection (“CBP”), and the Arizona Department of Transportation (“ADOT”); and
- As determined appropriate and in full coordination with the US Counterparts, establish similar outreach efforts with the relevant federal, state and municipal entities on the Mexican side as it pertains to the port of entry projects.

In an effort to maintain the City informed of our activities and relevant matters, RAI-N will:

- Provide updates via electronic format to the City. At the request of the City of San Luis, all updates are to be provided to the Mayor, Vice Mayor and City Manager. There will be additional exchanges of communication on as needed basis. Our experience has proven that more frequent reporting can result in an information overload for our clients and thus an inefficient use of time;
- We will continue our efforts to issue *#LuisOnTheBorder: San Luis* newsletter, a newsletter that has garnered a lot of attention from key leaders and decision makers throughout Arizona. This newsletter will be issued a minimum of twice per year. Additional editions may be issues depending on the issues and timeliness of information; and
- RAI-N, as determined appropriate, will participate in leadership meetings, both in person or via teleconference.

PROFESSIONAL STAFFING

I will be primary point of contact for all services relating to this engagement. Other firm professionals will be involved in this engagement on as needed basis and as determined appropriate by RAI-N.

Should it be deemed appropriate by both the City and RAI-N that third-party professionals be required to provide complementary services in order to effectively execute any portion of this engagement, RAI-N will work with you in order to secure those services. You will be responsible for payment of any third-party services.

OUR FEES AND EXPENSES

RAI-N will require an annual retainer of \$55,000 to be paid in 12 equal payments of \$4,583.33. The retainer reflects a substantial discount of the standard fees, a discount that was requested by the City of San Luis.

Additionally, the City will cover all travel related and out of pocket expenses including but not limited to lodging, airfare and ground transportation as they pertain to this engagement. Invoices are due within 30 days of the date they are received. RAI-N will submit any and all expenses as a direct pass through, without any markup. Delays of more than 30 days in receiving payment will result in a 1 additional charge on a per month basis.

In an effort to help save money for the City, whenever possible and appropriate, RAI-N will travel by rental vehicle whenever ground travel is required. Should the use of a personal vehicle be required, RAI-N will adhere to the federal mileage reimbursement rate, as provided by the US Internal Revenue Service, of \$0.58/mile as of the date indicated on this document.

RAI-N will request prior verification, either in hard copy or via electronic mail in order to incur any expenses in excess of \$100 on behalf of the City. We have found that seeking written approval for expenses that are of lesser quantities can be time consuming. Of course, we do not anticipate incurring any expenses without prior approval from you and a detailed reporting of all expenses will be submitted along with each invoice.

GENERAL TERMS AND CONDITIONS

The duration of this agreement shall be for one (1) year commencing from the date of execution. At the conclusion of that year, the City and RAI-N will jointly assess whether to renew, expand, modify or terminate this agreement. Additionally, either party shall have the option of terminating this agreement by providing a 30-day advance notice in writing and all fees owed to that termination date shall be paid to RAI-N as per the terms of this agreement.

RAI-N adheres to the strictest standards of ethics and professional behavior and provides professional services based on commonly accepted business principles, terms and standards, unless otherwise indicated.

It is our practice to hold any and all information provided to us by our clients as confidential.

RAI-N will act as an independent contractor to you and the City, and RAI-N will be directly responsible for any compensation and/or coverage of benefits and taxes to any RAI-N personnel.

This engagement letter is presented to you and your leadership team only and is to be treated as confidential information at all times.

CONFIDENTIALITY OF INFORMATION; DISCLOSURE

RAI-N agrees to maintain in confidence all City or City related information which RAI-N may receive as a result of its work with the City. Further, RAI-N agrees that it will not disclose to anyone, for any reason, or use directly or indirectly to compete with the City or divulge such information that others may use directly or indirectly to compete with the City, any confidential information, including, but not limited to, City information, City lists, trade secrets, data, financial information, negotiation strategies, legal opinions and/or advice, etc., that may be accessible to RAI-N in connection with its working relationship with the City, without express permission of City.

It is understood that RAI-N maintains a working relationship with other persons and legal entities. RAI-N shall promptly disclose the names of all other governmental entities that it is working with in the Country of Mexico and the States of Arizona, California, and New Mexico and the projects that it is working on for the purpose of avoiding conflicts of interest between clients. City agrees that any information disclosed by RAI-N shall be treated as confidential information and must be treated as either private commercial trade secret information or as private work product information of RAI-N.

This agreement is subject to the cancellation provisions of A.R.S. §38-511.

CONCLUSION

The Honorable Gerardo Sanchez
City of San Luis
February 14, 2020

We once again congratulate you and the City for the success in advancing a pro-growth agenda and for securing the initial round of funding for the modernization of the San Luis I Port of Entry. Much work remains to be done on the modernization project, including securing the balance of the funding and making sure that the project delivers the anticipated results for the City.

I believe that our direct experience in projects on the border, our ability to interact with key stakeholder agencies and entities on both sides of the border and our fully bi-cultural and binational experience allows us to assure you that we will continue to be a value-added member of the City's leadership team. Should you find the terms of this proposal acceptable kindly sign and date it and return it at your earliest convenience.

Thank you in advance for the consideration you give to this proposal. We are excited about working with you in this very unique project and we thank you for the consideration that you give to this proposal.

Respectfully,
FOR RAMIREZ ADVISORS INTER-NATIONAL, LLC

A handwritten signature in blue ink, appearing to read 'Luis E. Ramirez', is written over a faint, illegible stamp or background.

Luis E. Ramirez, MSFS
President



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4. E.

Meeting Date: 07/08/2020

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Assistant to Council/PIO, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contribution to the Greater Yuma Port Authority, Inc. for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: The Greater Yuma Port Authority (GYPA) provides Master Planning to the Port Authority's lands and capital for the development of those lands. GYPA is a non-profit corporation created by the City of San Luis, the City of Somerton, the County of Yuma, and the Cocopah Indian Tribe. Section 5.3 page 6 of the Restated and Amended By-Laws have set the contribution at \$50,000.00.

Amount: The city has contributed funds since the inception of GYPA in the year 2000. The city has already budgeted funds in the amount of **\$50,000.00** for Fiscal Year 2020-2021.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO RATIFY AND APPROVE THE MEMBERSHIP PAYMENT TO GYPA IN THE AMOUNT OF \$50,000.00.

N/A

Fiscal Impact

| | |
|---|--|
| IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: | Yes |
| CITY/STATE/FEDERAL FUNDS: | City |
| TOTAL: | \$50,000.00 |
| BUDGETED AMOUNT: | N/A |
| AVAILABLE AMOUNT TO TRANSFER: | No transfer required |
| ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: | 100-110-80000 CONTRACTUAL SERVICES/ \$395,146.42 |

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

These funds are budgeted in FY 2020-21.

Attachments

Request Letter

Bylaws
First Amended and Restated Bylaws



February 18, 2020

City of San Luis Arizona
Attn: Mayor Gerardo Sanchez
1090 E Union Street
San Luis, AZ 85349

Dear Mayor Sanchez,

The Greater Yuma Port Authority would like to extend its utmost gratitude to the City of San Luis for its continued partnership and financial support of the Greater Yuma Port Authority. We can't stress the importance of continuing to promote a more efficient flow of pedestrians, private vehicles and heavy trucks that support commerce through our Ports of Entry. We will continue these efforts with the mission and vision that as a community and region we are advocates to expand our Ports of Entry to facilitate trade and not close opportunities between both countries.

We are also pleased to promote economic development endeavors within the City of San Luis. We are seeing developments within the Magrino Industrial Park and have high hopes of continued industry growth within the vicinity of San Luis II Commercial Port of Entry.

We are grateful to you for the consideration of your continued support of the Greater Yuma Port Authority. Please feel free to call or email me with any questions you may have about the Authorities work and mission.

We look forward to achieving winning results together.

Sincerely,

A handwritten signature in black ink, appearing to read "Buna George", written over a light blue horizontal line.

Buna George
Executive Director

CC:
Tadeo A. De La Hoya, City Administrator
Francia Alonso, Assistant to Council

RECEIVED

FEB 18 2020

A handwritten signature in blue ink, written over a blue horizontal line.



GYPA

Greater
Yuma
Port
Authority

Bill to:
City of San Luis Arizona
1090E Union Street
San Luis, AZ 85349

For:
Greater Yuma Port Authority
PO Box 4601
Yuma, AZ 85366
2020/2021 Fiscal year Cash Call

| Description | Amount |
|--|--------------------|
| Greater Yuma Port Authority Membership | \$50,000.00 |
| Total Due | \$50,000.00 |

Invoice Due By 07/31/2020

RECEIVED

FEB 18 2020

By 

BYLAWS

OF

GREATER YUMA PORT AUTHORITY, INC. (An Arizona Nonprofit Corporation)

ARTICLE I

REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

1.1 Certain References. Any reference herein made to law will be deemed to refer to the law of the State of Arizona, including any applicable provision of Title 10 of the Arizona Revised Statutes, or any successor statute, as from time to time amended and in effect. Any reference herein made to the corporation's Articles will be deemed to refer to its Articles of Incorporation and all amendments thereto as at any given time on file with the Arizona Corporation Commission. References to specific sections of law herein made shall be deemed to refer to such sections, or any comparable successor provisions, as from time to time amended and in effect.

1.2 Seniority. The law and the Articles (in that order of precedence) will in all respects be considered senior and superior to these Bylaws, with any inconsistency to be resolved in favor of the law and such Articles (in that order of precedence), and with these Bylaws to be deemed automatically amended from time to time to eliminate any such inconsistency which may then exist.

1.3 Computation of Time. The time during which an act is required to be done, including the time for the giving of any required notice herein, shall be computed by excluding the first day or hour, as the case may be, and including the last day or hour.

ARTICLE II

OFFICES

2.1 Principal Office. The principal office of the corporation shall be located at any place either within the State of Arizona as designated in the corporation's most current Annual Report filed with the Arizona Corporation Commission or in any other document executed and delivered to the Arizona Corporation Commission for filing. If a principal office is not so designated, the principal office of the corporation shall mean the known place of business of the corporation. The corporation may have such other offices, either within or without the State of Arizona, as the Board of Directors may designate or as the business of the corporation may require from time to time.

2.2 Known Place of Business. A known place of business of the corporation shall be located within the State of Arizona and may be, but need not be, the address of the statutory agent of the corporation. The corporation may change its known place of business from time to time in accordance with the relevant provisions of the Arizona Nonprofit Corporation Act.

ARTICLE III

MEMBERS

3.1 Initial Members. The initial members of the corporation shall be as follows:

Yuma County, Arizona

City of San Luis, Arizona

City of Somerton, Arizona

Cocopah Indian Tribe

3.2 Additional Members. Additional members may be added by vote of the Board of Directors as provided in Section 4.1 below.

ARTICLE IV

PORT AUTHORITY BOARD OF DIRECTORS

4.1 Purpose, Empowerment and Number of Directors

A. Purpose and Empowerment

In addition to the duties of the Board set forth herein, it shall be the primary duty of the Board to make all policy statements on behalf of the corporation and to decide such policy issues as may come before the Board, as well as to supervise the direction and action of the corporation and its Officers and employees given the approved and accepted policies of record. The Board of Directors shall also review all action taken by any committees.

B. Number of Directors

The affairs of the corporation shall be directed by a Board of Directors, which shall consist of two persons appointed by each Member.

C. New Members

New corporation Members may be added by a $\frac{1}{4}$ vote of the current Board of Directors, provided that at least one Board member appointed by each Member approves the addition of a new Member. Any new Members must be federal, state or local governmental entities or Federally recognized Indian Tribes.

The cost of the Membership shall be determined by the current Board of Directors, and shall be at least what the other Members have contributed on the date that the new Member is approved. Such amount is due within 60 (sixty) days of the date of approval of the new Member, or as determined by the Board of Directors.

4.2 Master Plan

The Board shall draft a master plan for improvement of any land which shall be conveyed to, leased or acquired by the corporation. A majority vote of the Board shall be required to adopt this plan. The Board may from time to time modify the master plan by majority vote of the Board.

The provisions in the Master Plan shall not override or supersede any local existing zoning ordinance in effect at the time said lands are acquired. The jurisdiction wherein any land obtained by the corporation is situated shall govern such land.

4.3 Composition, Selection, and Qualifications of Members of the Board of Directors

A. A Member may appoint two (2) persons to serve on the Board of Directors, one of whom shall be from the business/private community and not an employee or elected official of any Member.

B. It is strongly recommended the Members shall appoint qualified person(s) to the Board. Persons experienced in economic development, transportation, and international issues are desired.

4.4 Voting Rights

Each Director shall be entitled to one vote provided the requirements of Article V are fulfilled. All votes shall be considered equal. Written proxies may not be given.

4.5 Term of Office

The term of office shall be five (5) years, with a maximum of two (2) consecutive terms. In the event, a Director fails to complete his/her five year term, a replacement will be selected by the appointing Member to serve the remaining portion of the term. Should the replacement serve equal to or greater than three (3) years, then he/she will have been deemed to have served a full five year term for the purposes of serving consecutive terms.

4.6 Initial Directors

The initial Board of Directors shall consist of directors selected to serve three or five year terms. Each Member shall select one director to serve a three year term and one director to serve a five year term. An initial director serving a three year term shall be considered to have served a full term for the purposes of this section.

4.7 Notice of Meetings

Written notice and a complete meeting packet of each Board Meeting shall be mailed or delivered to each Director at least five (5) working days prior to the date fixed for such meeting, except that, upon a declaration of emergency by a majority vote of the total number of persons

serving on the Executive Committee of the corporation Board, notice of a special meeting shall be delivered to each Director at least twenty-four (24) hours before the date and time of such meeting and shall include the matters to be addressed in the special meeting.

Notice and complete meeting packet shall also be given to the Chief Administrative Officer (CAO) of the Member agency at the prescribed corporate office and delivered in the same manner as for the Directors.

Notice of each Board Meeting shall be given in such a manner as to comply with the Arizona "Open Meeting" law.

4.8 Quorum and Required Vote

A majority of the Directors in office shall constitute a quorum for the transaction of business. A vote of a majority of the Directors present at any meeting in which a quorum is present shall constitute action by the Board unless a different vote is required by the Articles of Incorporation, these Bylaws, or by statute.

4.9 Directors' Manner of Acting

A. Participation in Meetings

Any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear one another during the meeting, in which case, any required notice of the meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. A director participating in a meeting by this means is deemed to be present in person at the meeting.

B. Dissent or Abstention of a Director

A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (1) the director objects at the beginning of the meeting (or promptly upon his or her arrival) to holding it or transacting business at the meeting, (2) his or her dissent or abstention from the action taken is entered in the minutes of the meeting, or (3) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation before 5:00 p.m. on the next business day after the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

4.10 Removal of Directors

Directors shall serve at the will of their appointing Member. An appointing Member may remove its Directors at any time with or without cause. In the event a Director is removed by a Member, the Member shall promptly appoint a successor Director.

4.11 Ex Officio Members

The Board may designate non-voting ex-officio members to the Board. The presence of ex-officio members at a meeting will not be added in order to constitute a quorum. It is anticipated the ex-officio officers will have significant experience in areas relevant to the operation and goals of the corporation.

While the Board may designate such ex-officio members as it deems appropriate, it is anticipated that the initial ex-officio Board Members shall include individuals selected from Marine Corps Air Station (Yuma), Yuma Metropolitan Planning Organization, Yuma County Airport Authority, Yuma Proving Ground, Greater Yuma Economic Development Corporation, Yuma County Chamber of Commerce and San Luis Chamber of Commerce shall serve as initial ex-officio Board Members.

ARTICLE V MEMBER PARTICIPATION, CAPITAL CONTRIBUTION, INDEMNIFICATION

5.1 Membership Participation

Membership shall include all entities identified in Article III of these Bylaws. However, both appointees of a Member to the Board of Directors shall be prohibited, unless a majority of the remaining Board Members approve otherwise, from participation, voting and/or a seat on the Board of Directors if the requirements set forth in Sections 5.1 and 5.2 below are not met within twelve (12) months from the date of the request for such funds from the corporation or during any time period that a Member elects to become a "non-voting Member" pursuant to Section 5.4 below. During the time period that any Board Member is prohibited from participating pursuant to this section, such Board Member shall not be considered a member of the Board of Directors for purposes of determining whether a quorum of Board Members are present at any meeting or for purposes of determining whether any vote was approved by a majority of the Board Members.

5.2 Initial Capital Contribution

Each Member shall be responsible to contribute capital in equal amounts of \$100,000.00. The initial Board will take into consideration all factors determined necessary to formation of the corporation and determine an operating budget for year one of the corporation. The amount necessary as determined by the Board shall then be divided by the number of Members. Each Member shall be responsible for contribution of this amount. Failure by any Member to fulfill its obligation under this paragraph shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

5.3 Cash Calls

It is anticipated that certain expenses, after the initial capital contribution, may arise prior to the corporation producing enough revenue to meet expenses. Each Member executing these bylaws, and each new Member who shall hereafter be admitted to membership in the Corporation, agrees to be responsible for its equal share of any such expense as requested by majority vote of the Board, not to exceed \$20,000.00 per year (subject to appropriation by each respective governing board). Failure by any such Members to fulfill the requirement set forth herein shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

5.4 Voluntary Withdrawal of Member

Any Member may at any time voluntarily withdraw from membership and shall be entitled to repayment without interest of the Member's capital contribution, payable over a three-year term; or

At the request of the withdrawing Member, said Member may be allowed to remain as a non-voting member until dissolution, at which time the withdrawing Member would receive the amount set forth in paragraph 5.5(C) (the withdrawing Member may at any time prior to the dissolution become reinstated as a voting Member by paying all outstanding assessments from the date of withdrawal); or

The withdrawing Member shall receive such amounts in satisfaction of his interest as the withdrawing Member and the remaining Members agree upon by unanimous consent.

5.5 Dissolution

A. Events of Dissolution

The corporation may be dissolved only upon written consent of each and every director of the Board, and at the approval of the governing body of each Member.

B. Winding up

On the corporation's dissolution, the business of the corporation shall be wound up within a reasonable period of time, its assets liquidated, a final accounting made and the corporation's books closed all in accordance with the applicable provisions of Title 10 of the Arizona Revised Statutes.

C. Distribution of Liquidation proceeds

1. Assets/proceeds

Should any assets/proceeds in excess of liabilities exist following this corporation's election to dissolve and winding up, the assets/proceeds shall be distributed to the

Members. Any assets not disposed of shall be disposed of by the Superior Court of Yuma County, Arizona.

2. Liabilities

Upon dissolution and liquidation, any liabilities in excess of assets/proceeds will be divided equally among the remaining Members. A Member will be considered responsible under this paragraph unless it terminated its membership greater than two years prior to the date of the election to dissolve. Notwithstanding the foregoing, nothing in this provision shall cause the liabilities allocated to a Member to constitute a debt of such Member and the Member's obligation to make payment of such liability shall be at the sole discretion of the Member's governing body and shall be subject to appropriation.

5.6 Indemnification

To the extent permitted by law, each Member shall hold harmless and indemnify each other Member from any claim, liability or loss related to any funding, capital contribution, or in any manner whatsoever with regard to the individual participation by that Member to the fullest extent allowed by law, save for that caused by the indemnitee's intentional misconduct or sole negligence, or as specified in 5.5.C.2.

ARTICLE VI OFFICERS

6.1 Officers of the Corporation

The officers of the corporation shall consist of the Chairperson, Vice Chairperson, and a Secretary/Treasurer and shall collectively constitute the Executive Committee.

6.2 Election-Term

The Chairperson, Vice Chairperson and Secretary/Treasurer of the corporation shall be elected by the Board at the next scheduled Board Meeting following the Annual Meeting. Officers shall serve terms of one (1) year each or until their successors are elected and qualified.

6.3 Chairperson of the Board

The Chairperson of the corporation Board shall preside at all meetings of the Board and the Executive Committee.

6.4 Vice Chairperson

The Vice Chairperson in the absence of the Chairperson, shall assume all duties of that office and, upon the death, resignation, or removal of the Chairperson, the Vice Chairperson shall assume duties until a new Chairperson has been elected.

6.5 Secretary/Treasurer

The Secretary/Treasurer shall keep the roll of Directors, give staff assistance in providing notice of all meetings and recorded minutes of the Boards, review and sign the minutes of such meetings and generally oversee the records, and shall perform such other duties as may be assigned by the Chairperson. The Secretary/Treasurer shall work with staff of the corporation and shall accept contributions to the corporation keep accurate accounts of all sums due and all expenditures made, and report the financial condition of The corporation to the Board at each Regular Meeting.

ARTICLE VII **COMPENSATION**

No Director or Officer shall be entitled to any compensation. However, the Board may reimburse reasonable out-of-pocket expenses of its Officers and/or Directors in the performance of duties, if such expenses are approved by the Board.

ARTICLE VIII **AMENDMENT**

Amendments to these Bylaws may be adopted by the Board of Directors at the Annual Meeting or at a special meeting called for that purpose. Notice of any proposed amendments shall be included in a notice to the Members of the meeting at which the proposed amendments is to be considered. A resolution adopting the proposed amendment must receive approval by a three-fourths (3/4) vote of the Board of Directors and the approval of the governing body of each member.

ARTICLE IX **CONFLICTS OF INTEREST**

9.1 Definitions

A. *Port Authority*

Only for the purposes of this Article IX, Conflicts of Interest, "Port Authority" means and includes all Officers and Directors of the Port Authority and employees of the Port Authority, and their relatives.

B. *Relatives*

"RELATIVE" means the spouse, child, stepchild, grandchild, parent, grandparent, brother, or sister, of the whole or half blood, and their spouses.

C. *Substantial Interest*

"SUBSTANTIAL INTEREST" means substantial pecuniary or proprietary interest, either direct or indirect.

9.2 Specific Guidelines

A. No Officer or Director shall participate in the decision-making process on any matter in which such person has a substantial interest, pursuant to State law.

B. Upon learning that Port Authority (or a Committee thereof) is involved in a matter in which a Officer or Director has a substantial interest, such Director or Officer shall notify the Chair of Port Authority of such interest and shall immediately withdraw from any further communication or discussion with any Officer, Director or employee of Port Authority with respect thereto.

C. No Officer or Director shall use his or her position as an Officer, Director, employee, or Committee Member of Port Authority to gain access to information or influence the decision-making process of either Port Authority or any governmental body or agency in connection with any Port Authority matter in which such Officer or Director has a substantial interest.

D. Upon receipt of notice from a Officer or Director that such person has a substantial interest in a matter in which Port Authority is involved, the Chair shall remove such Officer or Director from any discussion and not furnish or provide him or her with the information pertaining to that matter which is furnished to the other Port Authority Officer or Director; except to the extent that such information is generally available to the public at large.

9.3 Interpretation

An Officer or Director who may have a substantial interest in a Port Authority matter may disclose the potential conflict of interest to the Chair and/or counsel to Port Authority for an interpretation of this Conflict of Interest policy.

ARTICLE X
MISCELLANEOUS

10.1 Contracts, etc.

Except as otherwise provided by law or these Bylaws, an Officer or Officers, employee or employees, or agent or agents of the corporation as shall be specified by the Board may sign, in the name and on behalf of the corporation, all deeds, bonds, contracts, leases, and other instruments or documents, the execution of which shall be authorized by a majority vote of the Board, and such authority may be general or confined to specific instances.

10.2 Checks, Drafts, etc.

All checks, drafts, notes, bonds, bills of exchange, or other orders, instruments, or obligations for the payment of money shall be signed and countersigned by such Officer or Officers, employee or employees, or agency or agents of the corporation as shall be specified by the Board.

10.3 Notice and Waivers Thereof

Whenever any notice to a Director or Officer is required by the Bylaws, by the Articles of Incorporation, or by any law, such notice, except as otherwise provided by law, may be given personally or in writing by mail addressed to such Director or Officer at his or her place of business, if any, or at such address as appears in the records of the corporation as the home address of the Director or Officer. Any notice given by mail shall be deemed to have been given when it shall have been deposited, with the proper postage, in a post office in a regularly maintained letter box, or with a postal carrier. A waiver of such notice in writing, signed by the person entitled to such notice, whether before or after the time of the action for which such notice is required, shall be deemed the equivalent thereof, and the presence without objection at any meeting of any person entitled to notice thereof shall be deemed a waiver of such notice as to such person.

10.4 Interested Directors

In the absence of fraud, no contract or transaction between the corporation and a Director or any other corporation or entity in which such Director is a Director or Officer, or is financially interested, shall be void or voidable for reason of the financial interest alone, provided that the fact of such common Directorship, Officership, or financial or other interest is disclosed or known to the Board, and that the Board approves such transaction or contract by a vote sufficient for such purpose without the vote of such interested Director. Such Director may, however, be counted in determining the presence of a quorum at such meeting.

10.5 Limitation of Liability and Indemnity

A. *Liability*

No Officer or Director shall be liable to the corporation for any loss or damage suffered by it on account of any action taken or not taken by him or her as an Officer or Director, if such person (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances and in the conduct of his or her own affairs, or (2) took or failed to take such action in reliance upon advice of counsel for the corporation or upon statements made or confirmation furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law.

B. *Indemnity*

Each Officer and Director, whether or not then in office, shall be held

harmless and indemnified by the corporation against all claims and liabilities and all expenses reasonably incurred or imposed upon him or her in connection with or resulting from any action, suit, or proceeding, civil or criminal, or the settlement or compromise thereof, to which he or she may be made party be reason of any action taken or failed to be taken by him or her as an Officer or Director of the corporation in good faith, if such person, in the opinion of a court or the Board of Directors, (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances in the conduct of his or her own affairs, or (2) acted upon advice of counsel for the corporation or upon statements made or information furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe.

C. Insurance

The corporation shall purchase and maintain insurance on behalf of, or insure or cause to be insured, any person who was or is a Director or Officer against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify him or her as provided by Arizona State Law.

10.6 Books and Records

A. The corporation shall keep complete books and records of account, shall keep minutes of the proceedings of its Board, and shall keep a record giving the names and addresses of the Directors entitled to vote, at the Principal office of business.

B. Within ninety (90) days following the close of the fiscal year, the Board of Directors shall have caused to be conducted an independent annual audit of the preceding year's financial activities.

C. Each year, at the annual Meeting, an annual report shall be made to the Members, which shall include a statement of financial condition and a summary of the activities of the corporation for the preceding fiscal year.

10.7 Corporate Seal

The Seal of the corporation shall be impressed as follows: "GREATER YUMA PORT AUTHORITY, INCORPORATED 2000 ARIZONA" ADOPTED THIS 18th DAY OF Sept., 2000 BY THE BOARD OF DIRECTORS OF THE PORT AUTHORITY.

City of San Luis
By: [Signature]
Its: Mayor

Cocopah Indian Tribe
By: [Signature]
Its: Chairman

City of Somerton
By: [Signature]
Its: Mayor

Yuma County Board of Supervisors
By: [Signature]
Its: Chairman

FIRST AMENDED AND RESTATED BYLAWS

OF

GREATER YUMA PORT AUTHORITY, INC.

AN ARIZONA NONPROFIT CORPORATION

KNOW ALL MEN BY THESE PRESENTS that the GREATER YUMA PORT AUTHORITY, INC., an Arizona nonprofit corporation, being duly authorized to act pursuant to the terms of the Bylaws adopted on August 3, 2000, and by virtue of the approvals previously obtained by the Board of Directors and the governing bodies of the member entities, to amend such Bylaws, does hereby make, execute, and enter into this FIRST AMENDED AND RESTATED BYLAWS in order to amend, restate, supersede, and replace the Bylaws adopted on August 3, 2000, to the extent of the amendments set forth herein. All remaining provisions of the original Bylaws, including the signatures of the original member entities, are incorporated herein by this reference.

ARTICLE I

REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

1.1 Certain References. Any reference herein made to law will be deemed to refer to the law of the State of Arizona, including any applicable provision of Title 10 of the Arizona Revised Statutes, or any successor statute, as from time to time amended and in effect. Any reference herein made to the corporation's Articles will be deemed to refer to its Articles of Incorporation and all amendments thereto as at any given time on file with the Arizona Corporation Commission. References to specific sections of law herein made shall be deemed to refer to such sections, or any comparable successor provisions, as from time to time amended and in effect.

1.2 Seniority. The law and the Articles (in that order of precedence) will in all respects be considered senior and superior to these Bylaws, with any inconsistency to be resolved in favor of the law and such Articles (in that order of precedence), and with these Bylaws to be deemed automatically amended from time to time to eliminate any such inconsistency which may then exist.

1.3 Computation of Time. The time during which an act is required to be done, including the time for the giving of any required notice herein, shall be computed by excluding the first day or hour, as the case may be, and including the last day or hour.

ARTICLE II

OFFICES

2.1 Principal Office. The principal office of the corporation shall be located at any place either within the State of Arizona as designated in the corporation's most current Annual Report filed with the Arizona Corporation Commission or in any other document executed and delivered to

the Arizona Corporation Commission for filing. If a principal office is not so designated, the principal office of the corporation shall mean the known place of business of the corporation. The corporation may have such other offices, either within or without the State of Arizona, as the Board of Directors may designate or as the business of the corporation may require from time to time.

2.2 Known Place of Business. A known place of business of the corporation shall be located within the State of Arizona and may be, but need not be, the address of the statutory agent of the corporation. The corporation may change its known place of business from time to time in accordance with the relevant provisions of the Arizona Nonprofit Corporation Act.

ARTICLE III MEMBERS

3.1 Initial Members. The initial members of the corporation shall be as follows:

Yuma County, Arizona
City of San Luis, Arizona
City of Somerton, Arizona
Cocopah Indian Tribe

3.2 Additional Members. Additional members may be added by vote of the Board of Directors as provided in Section 4.1 below.

ARTICLE IV PORT AUTHORITY BOARD OF DIRECTORS

4.1 Purpose, Empowerment and Number of Directors.

A. *Purpose and Empowerment.*

In addition to the duties of the Board set forth herein, it shall be the primary duty of the Board to make all policy statements on behalf of the corporation and to decide such policy issues as may come before the Board, as well as to supervise the direction and action of the corporation and its Officers and employees given the approved and accepted policies of record. The Board of Directors shall also review all action taken by any committees.

B. *Number of Directors.*

The affairs of the corporation shall be directed by a Board of Directors, which shall consist of two persons appointed by each Member.

C. *New Members.*

New corporation Members may be added by a 3/4 vote of the current Board of Directors, provided that at least one Board member appointed by each Member approves the

addition of a new Member. Any new Members must be federal, state or local governmental entities or Federally recognized Indian Tribes.

The cost of the Membership shall be determined by the current Board of Directors, and shall be at least what the other Members have contributed on the date that the new Member is approved. Such amount is due within 60 (sixty) days of the date of approval of the new Member, or as determined by the Board of Directors.

4.2 Master Plan.

The Board shall draft a master plan for improvement of any land which shall be conveyed to, leased or acquired by the corporation. A majority vote of the Board shall be required to adopt this plan. The Board may from time to time modify the master plan by majority vote of the Board.

The provisions in the Master Plan shall not override or supersede any local existing zoning ordinance in effect at the time said lands are acquired. The jurisdiction wherein any land obtained by the corporation is situated shall govern such land.

4.3 Composition, Selection, and Qualifications of Members of the Board of Directors.

A. A Member may appoint two (2) persons to serve on the Board of Directors, one of whom shall be from the business/private community and not an employee or elected official of any Member.

B. It is strongly recommended the Members shall appoint qualified person(s) to the Board. Persons experienced in economic development, transportation, and international issues are desired.

4.4 Voting Rights.

Each Director shall be entitled to one vote provided the requirements of Article V are fulfilled. All votes shall be considered equal. Written proxies may not be given.

4.5 Term of Office.

The term of office shall be five (5) years, with a maximum of two (2) consecutive terms. In the event, a Director fails to complete his/her five year term, a replacement will be selected by the appointing Member to serve the remaining portion of the term. Should the replacement serve equal to or greater than three (3) years, then he/she will have been deemed to have served a full five year term for the purposes of serving consecutive terms.

4.6 Initial Directors.

The initial Board of Directors shall consist of directors selected to serve three or five year terms. Each Member shall select one director to serve a three year term and one director to serve a five year term. An initial director serving a three year term shall be considered to have served a full term for the purposes of this section.

4.7 Notice of Meetings.

Written notice and a complete meeting packet of each Board Meeting shall be mailed or delivered to each Director at least five (5) working days prior to the date fixed for such meeting, except that, upon a declaration of emergency by a majority vote of the total number of persons serving on the Executive Committee of the corporation Board, notice of a special meeting shall be delivered to each Director at least twenty-four (24) hours before the date and time of such meeting and shall include the matters to be addressed in the special meeting.

Notice and complete meeting packet shall also be given to the Chief Administrative Officer (CAO) of the Member agency at the prescribed corporate office and delivered in the same manner as for the Directors.

Notice of each Board Meeting shall be given in such a manner as to comply with the Arizona "Open Meeting" law.

4.8 Quorum and Required Vote.

A majority of the Directors in office shall constitute a quorum for the transaction of business. A vote of a majority of the Directors present at any meeting in which a quorum is present shall constitute action by the Board unless a different vote is required by the Articles of Incorporation, these Bylaws, or by statute.

4.9 Directors' Manner of Acting.

A. Participation in Meetings.

Any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear one another during the meeting, in which case, any required notice of the meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. A director participating in a meeting by this means is deemed to be present in person at the meeting.

B. Dissent or Abstention of a Director.

A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (1) the director objects at the beginning of the meeting (or promptly upon his or her arrival)

to holding it or transacting business at the meeting, (2) his or her dissent or abstention from the action taken is entered in the minutes of the meeting, or (3) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation before 5:00 p.m. on the next business day after the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

4.10 Removal of Directors.

Directors shall serve at the will of their appointing Member. An appointing Member may remove its Directors at any time with or without cause. In the event a Director is removed by a Member, the Member shall promptly appoint a successor Director.

4.11 Ex-Officio Members.

The Board may designate non-voting ex-officio members to the Board. The presence of ex-officio members at a meeting will not be added in order to constitute a quorum. It is anticipated the ex-officio officers will have significant experience in areas relevant to the operation and goals of the corporation.

While the Board may designate such ex-officio members as it deems appropriate, it is anticipated that the initial ex-officio Board Members shall include individuals selected from Marine Corps Air Station (Yuma), Yuma Metropolitan Planning Organization, Yuma County Airport Authority, Yuma Proving Ground, Greater Yuma Economic Development Corporation, Yuma County Chamber of Commerce and San Luis Chamber of Commerce shall serve as initial ex-officio Board Members.

**ARTICLE V
MEMBER PARTICIPATION, CAPITAL
CONTRIBUTION, INDEMNIFICATION**

5.1 Membership Participation.

Membership shall include all entities identified in Article III of these Bylaws. However, both appointees of a Member to the Board of Directors shall be prohibited, unless a majority of the remaining Board Members approve otherwise, from participation, voting and/or a seat on the Board of Directors if the requirements set forth in Sections 5.1 and 5.2 below are not met within twelve (12) months from the date of the request for such funds from the corporation or during any time period that a Member elects to become a "non-voting Member" pursuant to Section 5.4 below. During the time period that any Board Member is prohibited from participating pursuant to this section, such Board Member shall not be considered a member of the Board of Directors for purposes of determining whether a quorum of Board Members are present at any meeting or for purposes of determining whether any vote was approved by a majority of the Board Members.

5.2 Initial Capital Contribution.

Each Member shall be responsible to contribute capital in equal amounts of \$100,000.00. The initial Board will take into consideration all factors determined necessary to

formation of the corporation and determine an operating budget for year one of the corporation. The amount necessary as determined by the Board shall then be divided by the number of Members. Each Member shall be responsible for contribution of this amount. Failure by any Member to fulfill its obligation under this paragraph shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

5.3 Cash Calls.

It is anticipated that certain expenses, after the initial capital contribution, may arise prior to the corporation producing enough revenue to meet expenses. Each Member executing these bylaws, and each new Member who shall hereafter be admitted to membership in the Corporation, agrees to be responsible for its equal share of any such expense as requested by majority vote of the Board, not to exceed \$50,000.00¹ per year (subject to appropriation by each respective governing board). Failure by any such Members to fulfill the requirement set forth herein shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

5.4 Voluntary Withdrawal of Member.²

Any Member may at any time voluntarily withdraw from membership and shall be entitled to repayment without interest of the Member's capital contribution, payable over a three-year term; or

At the request of the withdrawing Member, said Member may be allowed to remain as a non-voting member until dissolution, at which time the withdrawing Member would receive the amount set forth in paragraph 5.5(C) (the withdrawing Member may at any time prior to dissolution become reinstated as a voting Member by paying all outstanding assessments from the date of withdrawal); or

¹ Amended on July 25, 2001, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to increase the maximum annual cash call amount to \$40,000 from \$20,000. Such action was subsequently approved by the governing bodies of the member entities.

Amended on February 24, 2005, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to increase the maximum annual cash call amount to \$50,000 from \$40,000. Such action was subsequently approved by the governing bodies of the member entities.

² Amended on February 20, 2002, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to delete and replace the language set forth in section 5.4 in the original Bylaws, as proposed by the City of Somerton. The Chairman directed staff to forward the amendment to all member entities for approval. Although the member entities approved an amendment to section 5.4, such approvals included additional revised language to the new section 5.4, which the GYPA had not considered or approved.

Amended on May 10, 2007, by action of the Greater Yuma Port Authority Board of Directors at a special meeting to delete section 5.4 of the original Bylaws, in its entirety, and substitute the language set forth in section 5.4 of the First Amended and Restated Bylaws in its place, which is the version that was previously revised, and adopted and approved, by the member entities.

That the withdrawing Member shall receive such amounts in satisfaction of its interest as the withdrawing Member and the remaining Members agree upon by unanimous consent; or that the City of Somerton, an original member, may withdraw as a member and become an ex-officio member and be entitled to repayment of the City of Somerton's capital contributions without interest, and further, that the City of Somerton may at any time prior to the dissolution become reinstated as a voting Member by paying capital contributions refunded equal to that made by each of the other original member entities prior to the City of Somerton's reinstatement. The City of Somerton specifically acknowledges that during the time the City has voluntarily withdrawn from membership it forfeits any right to the process in approving or disapproving changes of the By-Laws (except any change that would affect the City's right to reinstatement) or any other Greater Yuma Port Authority operations except as an Ex-Officio Member of the Board.

5.5 Dissolution.

A. *Events of Dissolution.*

The corporation may be dissolved only upon written consent of each and every director of the Board, and at the approval of the governing body of each Member.

B. *Winding Up.*

On the corporation's dissolution, the business of the corporation shall be wound up within a reasonable period of time, its assets liquidated, a final accounting made and the corporation's books closed all in accordance with the applicable provisions of Title 10 of the Arizona Revised Statutes.

C. *Distribution of Liquidation Proceeds.*

1. Assets/Proceeds.

Should any assets/proceeds in excess of liabilities exist following this corporation's election to dissolve and winding up, the assets/proceeds shall be distributed to the Members. Any assets not disposed of shall be disposed of by the Superior Court of Yuma County, Arizona.

2. Liabilities.

Upon dissolution and liquidation, any liabilities in excess of assets/proceeds will be divided equally among the remaining Members. A Member will be considered responsible under this paragraph unless it terminated its membership greater than two years prior to the date of the election to dissolve. Notwithstanding the foregoing, nothing in this provision shall cause the liabilities allocated to a Member to constitute a debt of such Member and the Member's obligation to make payment of such liability shall be at the sole discretion of the Member's governing body and shall be subject to appropriation.

5.6 Indemnification.

To the extent permitted by law, each Member shall hold harmless and indemnify each other Member from any claim, liability or loss related to any funding, capital contribution, or in any manner whatsoever with regard to the individual participation by that Member to the fullest extent allowed by law, save for that caused by the indemnitee's intentional misconduct or sole negligence, or as specified in 5.5.C.2.

**ARTICLE VI
OFFICERS**

6.1 Officers of the Corporation.

The officers of the corporation shall consist of the Chairperson, Vice Chairperson, and a Secretary/Treasurer and shall collectively constitute the Executive Committee.

6.2 Election-Term.

The Chairperson, Vice Chairperson and Secretary/Treasurer of the corporation shall be elected by the Board at the next scheduled Board Meeting following the Annual Meeting. Officers shall serve terms of one (1) year each or until their successors are elected and qualified.

6.3 Chairperson of the Board.

The Chairperson of the corporation Board shall preside at all meetings of the Board and the Executive Committee.

6.4 Vice Chairperson.

The Vice Chairperson in the absence of the Chairperson, shall assume all duties of that office and, upon the death, resignation, or removal of the Chairperson, the Vice Chairperson shall assume duties until a new Chairperson has been elected.

6.5 Secretary/Treasurer.

The Secretary/Treasurer shall keep the roll of Directors, give staff assistance in providing notice of all meetings and recorded minutes of the Boards, review and sign the minutes of such meetings and generally oversee the records, and shall perform such other duties as may be assigned by the Chairperson. The Secretary/Treasurer shall work with staff of the corporation and shall accept contributions to the corporation keep accurate accounts of all sums due and all expenditures made, and report the financial condition of the corporation to the Board at each Regular Meeting.

**ARTICLE VII
COMPENSATION**

No Director or Officer shall be entitled to any compensation. However, the Board may reimburse reasonable out-of-pocket expenses of its Officers and/or Directors in the performance of duties, if such expenses are approved by the Board.

**ARTICLE VIII
AMENDMENT**

Amendments to these Bylaws may be adopted by the Board of Directors at the Annual Meeting or at a special meeting called for that purpose. Notice of any proposed amendments shall be included in a notice to the Members of the meeting at which the proposed amendments is to be considered. A resolution adopting the proposed amendment must receive approval by a three-fourths (3/4) vote of the Board of Directors and the approval of the governing body of each member.

**ARTICLE IX
CONFLICTS OF INTEREST**

9.1 Definitions.

A. *Port Authority.*

Only for the purposes of this Article IX, Conflicts of Interest, "Port Authority" means and includes all Officers and Directors of the Port Authority and employees of the Port Authority, and their relatives.

B. *Relatives.*

"RELATIVE" means the spouse, child, stepchild, grandchild, parent, grandparent, brother, or sister, of the whole or half blood, and their spouses.

C. *Substantial Interest.*

"SUBSTANTIAL INTEREST" means substantial pecuniary or proprietary interest, either direct or indirect.

9.2 Specific Guidelines.

A. No Officer or Director shall participate in the decision-making process on any matter in which such person has a substantial interest, pursuant to State law.

B. Upon learning that Port Authority (or a Committee thereof) is involved in a matter in which a Officer or Director has a substantial interest, such Director or Officer shall notify the Chair of Port Authority of such interest and shall immediately withdraw from any further

communication or discussion with any Officer, Director or employee of Port Authority with respect thereto.

C. No Officer or Director shall use his or her position as an Officer, Director, employee, or Committee Member of Port Authority to gain access to information or influence the decision-making process of either Port Authority or any governmental body or agency in connection with any Port Authority matter in which such Officer or Director has a substantial interest.

D. Upon receipt of notice from a Officer or Director that such person has a substantial interest in a matter in which Port Authority is involved, the Chair shall remove such Officer or Director from any discussion and not furnish or provide him or her with the information pertaining to that matter which is furnished to the other Port Authority Officer or Director; except to the extent that such information is generally available to the public at large.

9.3 Interpretation.

An Officer or Director who may have a substantial interest in a Port Authority matter may disclose the potential conflict of interest to the Chair and/or counsel to Port Authority for an interpretation of this Conflict of interest policy.

ARTICLE X MISCELLANEOUS

10.1 Contracts, etc.

Except as otherwise provided by law or these Bylaws, an Officer or Officers, employee or employee or agent or agents of the corporation as shall be specified by the Board may sign, in the name and on behalf of the corporation, all deeds, bonds, contracts, leases, and other instruments or documents, the execution of which shall be authorized by a majority vote of the Board, and such authority may be general or confined to specific instances.

10.2 Checks, Drafts, etc.

All checks, drafts, notes, bonds, bills of exchange, or other orders, instruments, or obligations for the payment of money shall be signed and countersigned by such Officer or Officers, employee or employees, or agency or agents of the corporation as shall be specified by the Board.

10.3 Notice and Waivers Thereof.

Whenever any notice to a Director or Officer is required by the Bylaws, by the Articles of Incorporation, or by any law, such notice, except as otherwise provided by law, may be given personally or in writing by mail addressed to such Director or Officer at his or her place of business, if any, or at such address as appears in the records of the corporation as the home address of the Director or Officer. Any notice given by mail shall be deemed to have been given when it shall have been deposited, with the proper postage, in a post office in a regularly maintained letter box, or with a postal carrier. A waiver of such notice in writing, signed by the person entitled to

such notice, whether before or after the time of the action for which such notice is required, shall be deemed the equivalent thereof, and the presence without objection at any meeting of any person entitled to notice thereof shall be deemed a waiver of such notice as to such person.

10.4 Interested Directors.

In the absence of fraud, no contract or transaction between the corporation and a Director or any other corporation or entity in which such Director is a Director or Officer, or is financially interested, shall be void or voidable for reason of the financial interest alone, provided that the fact of such common Directorship, Officership, or financial or other interest is disclosed or known to the Board, and that the Board approves such transaction or contract by a vote sufficient for such purpose without the vote of such interested Director. Such Director may, however, be counted in determining the presence of a quorum at such meeting.

10.5 Limitation of Liability and Indemnity.

A. *Liability.*

No Officer or Director shall be liable to the corporation for any loss or damage suffered by it on account of any action taken or not taken by him or her as an Officer or Director, if such person (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances and in the conduct of his or her own affairs, or (2) took or failed to take such action in reliance upon advice of counsel for the corporation or upon statements made or confirmation furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law.

B. *Indemnity.*

Each Officer and Director, whether or not then in office, shall be held harmless and indemnified by the corporation against all claims and liabilities and all expenses reasonably incurred or imposed upon him or her in connection with or resulting from any action, suit, or proceeding, civil or criminal, or the settlement or compromise thereof, to which he or she may be made party be reason of any action taken or failed to be taken by him or her as an Officer or Director of the corporation in good faith, if such person, in the opinion of a court or the Board of Directors, (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances in the conduct of his or her own affairs, or (2) acted upon advice of counsel for the corporation or upon statements made or information furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe.

C. *Insurance.*

The corporation shall purchase and maintain insurance on behalf of, or insure or cause to be insured, any person who was or is a Director or Officer against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of such status,

whether or not the corporation would have the power to indemnify him or her as provided by Arizona State Law.

10.6 Books and Records.

A. The corporation shall keep complete books and records of account, shall keep minutes of the proceedings of its Board, and shall keep a record giving the names and addresses of the Directors entitled to vote, at the Principal office of business.

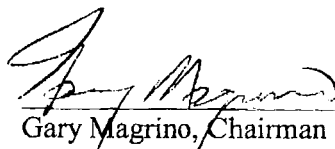
B. Within ninety (90) days following the close of the fiscal year, the Board of Directors shall have caused to be conducted an independent annual audit of the preceding year's financial activities.

C. Each year, at the annual Meeting, an annual report shall be made to the Members, which shall include a statement of financial condition and a summary of the activities of the corporation for the preceding fiscal year.

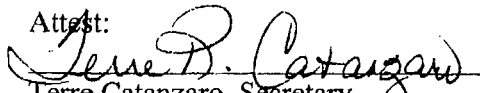
10.7 Corporate Seal.

The Seal of the corporation shall be impressed as follows: "GREATER YUMA PORT AUTHORITY, INCORPORATED 2000 ARIZONA" ADOPTED THIS 18TH DAY OF SEPTEMBER, 2000 BY THE BOARD OF DIRECTORS OF THE PORT AUTHORITY.

DATED this 17 day of May, 2007.



Gary Magrino, Chairman

Attest:

Terre Catanzaro, Secretary



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4. F.

Meeting Date: 07/08/2020

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Assistant to Council/PIO, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the agreement with the Humane Society of Yuma for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: The Humane Society of Yuma provides kenneling, quarantine, and euthanasia services for stray animals or animals that have bitten people.

Amount: In past years, the city has had agreements with the Humane Society of Yuma and has already budgeted **\$55,000.00** for services to continue until the end of the Fiscal Year 2020-2021. Under the agreement, the city will pay a flat rate for services for the year in monthly increments.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO RATIFY AND APPROVE THE CONTRACT WITH THE HUMANE SOCIETY OF YUMA IN THE AMOUNT OF \$55,000.00.

N/A

Fiscal Impact

| | |
|---|--|
| IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: | Yes |
| CITY/STATE/FEDERAL FUNDS: | City |
| TOTAL: | \$55,000.00 |
| BUDGETED AMOUNT: | N/A |
| AVAILABLE AMOUNT TO TRANSFER: | No transfer required |
| ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: | 100-110-80000 CONTRACTUAL SERVICES/ \$395,146.42 |

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

These funds are budgeted in FY 2020-21.

Attachments

Contract

Contribution Letter FY 20-21



AGREEMENT FOR ANIMAL SHELTER SERVICES

This agreement (“Agreement”) is effective the 1st day of July, 2020, (“Effective Date”) and made between the **Humane Society of Yuma**, a non-profit corporation organized under the laws of Arizona, having its offices at 4050 South Avenue 4½, Yuma, Arizona (“HSOY”) and the **City of San Luis**, a municipal corporation organized under the laws of Arizona and having its administrative offices at 1090 East Union Street, San Luis, Arizona (“City”), for animal shelter services and related services to the City. The HSOY and the City may be referred to singularly as the “Party” and collectively as the “Parties.”

In consideration of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

1. Term of Agreement and Termination

This Agreement shall be in effect from July 1, 2020, and continuing through June 30, 2021.

Either Party may terminate this agreement with 30 days of notice without cause. The City shall pay HSOY for all services rendered to the date of termination at HSOY’s regular rate if the contract is terminated before June 30, 2021, and the HSOY shall reimburse the City for any payment the City has made above the HSOY’s regular rate.

In addition, this Agreement may be terminated by either party for a material breach of nonperformance of contract requirements upon thirty (30) days’ written notice.

Efforts on the part of either party to negotiate a resolution of any breach of the Agreement shall not constitute a waiver of the right to terminate the contract upon thirty (30) days’ notice.

2. Designation of the Animal Control Agent under this Agreement

Under this Agreement the City will collect animals as allowed by law through its Animal Control Officers (“ACO”) of the San Luis Police Department.

3. HSOY Services

a. Impounding and Hours Available.

Any animal impounded by HSOY will be done by dispatch during regular business hours. Regular business hours are Monday through Sunday 9:00 a.m. through 5:00 p.m. If an animal needs to be brought into the shelter after business hours, the ACO will contact the HSOY officer on call to set a time to impound the animal at the convenience of the HSOY officer. From 11:00 p.m. to 7:00 a.m. no stray or healthy animals will be impounded into the HSOY Shelter.

b. Injured Animals.

If the ACO pick up an animal after hours that is suffering and the ACO believes the animal should be euthanized, the ACO shall call the HSOY and ask that an Animal Control Officer of the HSOY be contacted. The HSOY reserves the right to deny euthanasia of any animal if a staff member and a member of management feels that the animal should not be euthanized. The HSOY also reserves the right to euthanize any animal at any point during the animals hold period if it is in the best interest of the animal.

c. Impounding of Strays and Owned Animals.

Any animals that the ACO brings to the HSOY for impoundment will be held as a stray or possibly owned animal. An animal will be determined to be "Owned" if the animal is wearing a collar, has a microchip, or has been tattooed. If the animal is not wearing a collar, does not have a microchip, and has not been tattooed, then it will be considered a "Stray." Owned animals will be held for a total of five (5) business days. A stray animal will be held for a total of three (3) business days. Business days are Tuesday through Saturday.

d. Animals who have Bitten.

All animals that enter into the facility with a bite issue will be quarantined for ten (10) days. The ACO shall do the entire report. The ACO shall start the report. The HSOY staff shall clear each bite animal and notify the ACO once the quarantine is completed. HSOY will provide for each bite animal a "One-Day Form" which must be signed.

e. Clinics.

The HSOY shall provide clinics for the residents of San Luis to vaccinate and sterilize their pets. HSOY shall set-aside \$5,000 to spay and neuter cats and dogs of the residents of San Luis free of charge. The HSOY Letter dated February 15, 2020, has more specifics as to how the program will work, how HSOY will account for the \$5,000. The Letter is attached and incorporated into this Agreement by this reference.

4. Public Information/Education.

The HSOY shall respond to individual citizen requests for information concerning animal welfare, and shall make its staff available for public speaking events at community meetings, organizations, public hearings, schools, and to the media. The HSOY shall further provide visual and media aids in the form of brochures, handouts, information for the Internet, and other appropriate materials. Prior to distribution of any written materials bearing the City logo or the City name, the HSOY shall coordinate with the City Manager, or his designee. The City shall support the HSOY's public information/education campaigns to the City's residents regarding vaccination and sterilization of pets.

5. Consideration.

In consideration for the HSOY's performance of the duties listed herein, the City shall pay the HSOY the total flat rate sum of \$50,000.00. Payments shall be made in equal installments of \$4,166.67 for each full month of service. The City shall pay an additional lump sum of \$5,000.00 to fund the spay and neuter program described in the attached HSOY letter dated February 15, 2020. The City shall pay the \$5,000.00 no later than October 2020.

6. Accountability.

The HSOY shall provide the City with monthly reports concerning the number of animals sheltered, the number of animals vaccinated, the number of animals sterilized, and the number of animals euthanized.

7. Subcontracting.

The HSOY shall not assign or subcontract this agreement, or any part of the subject matter thereof, to any person, firm, or corporation without securing prior consent from the City Manager or his designee.

8. Hold Harmless.

To the extent permitted by law, the HSOY hereby agrees to indemnify, defend, save, and hold harmless the City, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits, or judgments, including, costs and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, in connection with, or incident to, the performance of this contract, except those caused by the sole negligence of the City.

This indemnity agreement shall include any claim made against the City by an employee of the HSOY or subcontractor or agent of the HSOY, even if the HSOY is otherwise immune from liability pursuant to the applicable workers' compensation statute.

In the event of litigation between the parties to enforce rights under this section, reasonable attorney's fees and costs shall be allowed to the prevailing Party.

9. Insurance.

The HSOY shall provide and maintain liability insurance coverage of at least \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate. Said insurance policy shall name the City as an additional insured. The HSOY shall deliver to the City a certificate of insurance in a form satisfactory to the City no later than 30 days after the signing of this Agreement. Such policy shall provide for thirty (30) days prior written notice prior to cancellation.

10. Compliance with the Law.

The HSOY agrees it will comply with all federal, state, and local statutes, laws, ordinances, rules and regulation including, but not limited to obtaining a San Luis Business License before the first Clinic in the City of San Luis. With proof of IRS §501(c)(3) tax-exempt status, the business license is free under San Luis City Code §110.03.

11. Provisions Required by Arizona Law.

Conflict of Interest

This Agreement is subject to the cancellation provisions of A.R.S. §38-511.

Employment Eligibility

The HSOY hereby warrants 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 (e-

verify). A breach of this warranty shall be deemed a material breach of this Agreement. City retains the legal right to inspect the papers of The HSOY to ensure that The HSOY complies with this warranty.

12. Miscellaneous Provisions.

a. Notices. All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid,
- personal delivery by process server or
- sent by a nationally recognized courier (e.g., Federal Express, UPS)

and addressed to the respective Parties as follows:

If to the City -

City Manager
City of San Luis
P.O. Box 1170 (by United States Postal Service)
San Luis, Arizona 85349

1090 East Union Street (by personal process or courier)
San Luis, Arizona 85336

Copy to

San Luis City Attorney
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

If to the HSOY

Executive Director
Humane Society of Yuma
4050 Avenue 4½ East
Yuma, Arizona 85365

or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

b. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

c. 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 the provisions of this Agreement.

d. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement.

e. Amendment of the Agreement. This Agreement may be amended, in whole or in part only with the mutual written consent of the Parties to this Agreement or by their successor in interest or assigns.

f. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

g. Reformation. Reformation. Should any term, provision, covenant or condition of the Agreement be held to be void or invalid, the Parties shall reform this Agreement to conform as closely as possible to the original intent of this Agreement.

h. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.

i. Venue. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Arizona at the election of the plaintiff in such legal action and the Parties waive any right to object to such venue. 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.

j. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a Party shall have any right or cause of action under this Agreement.

k. No Agency Created. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any agency, partnership, joint venture or other similar arrangement between the Parties.

l. No Personal Liability. No member, official or employee of the City shall be personally liable to HSOY, or any successor or assignee, (a) if any default occurs or breach by the City, (b) for any amount which may become due to the HSOY or its successor or assign, or (c) under any obligation of the City under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of HSOY under this Agreement shall be limited solely to the assets of HSOY and shall not extend to or be enforceable against: (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of The HSOY; (ii) the shareholders, members or managers or constituent partners of the HSOY; or (iii) officers of the HSOY.

m. Survival. All representations and warranties of the HSOY, the HSOY's indemnity, hold harmless and defense obligations shall survive the expiration or earlier termination of this Agreement.

n. Time is of the essence. Time is of the essence in this Agreement.

o. Further Acts. Each of the Parties 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 Agreement.

p. Force Majeure. If the HSOY or the City are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. This includes, but is not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.

q. Entire Agreement. This Agreement, including its Exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the Parties.

r. 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.

13. Ratification.

Acts, taken pursuant to this contract, but prior to its execution are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in Yuma County, Arizona

City of San Luis, Arizona

Gerardo Sanchez, Mayor
Date: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Humane Society of Yuma

Annette Lagunas, Executive Director
Date: _____

RECEIVED

FEB 18 2020

By 



Humane Society of Yuma
www.hsoyuma.com
4050 S. Ave. 4 ½ E
Yuma, AZ 85365

928.782.1621

February 15, 2020

Good afternoon Ms. Alonso,

Through previous conversations with City of San Luis staff, we know that in a perfect world your animal control officers would not have to bring animals to the shelter. Additionally, we know that many of your citizens are either unable or unwilling to come to the shelter to reclaim their pets. With that said, there are ways that we can decrease the amount of strays that roam your community and also ensure that more pets can be taken back to their owners before they need to come to HSOY.

HSOY is requesting \$5,000 to go towards spaying and neutering animals within your community. The money would only be going to people who show proof of residence within the City of San Luis, AZ. As your citizens call HSOY to schedule an appointment, they would state that they live within your City and we would schedule them. HSOY would provide a monthly recap of the surgeries that we have provided and how much of the funds are still remaining.

HSOY has already provided hundreds of microchips to your community through a grant received by the Arizona Community Foundation of Yuma. This will ensure that your pets are able to be quickly returned home, where they belong. The spaying/neutering component is the next step in ensuring the same. Animals that are altered are less likely to roam too far from their homes and will definitely make healthier happier pets.

Please feel free to reach out to me with any questions or concerns you may have regarding the proposal.

Respectfully,

ANNETTE LAGUNAS

Executive Director

BOARD OF

DIRECTORS

Claire Eckard

Audra Evans

Terry Farr

Debbie Frydenlund

Athena Godwin

David McHone

Wendy McKay

Bernadette Presloid

Quincy Smith

OUR MISSION

STATEMENT

*To reduce the number of
homeless pets through
adoption, rescue and
spay/neuter programs.*

Annette Lagunas
Executive Director
Humane Society of Yuma

Francia Alonso

From: Annette Lagunas <alagunas@hsoyuma.com>
Sent: Tuesday, February 18, 2020 9:38 AM
To: Francia Alonso
Subject: [EXTERNAL] RE: Funding Request

Yes you are correct. The contract amount is the same. I am only asking for an increase to help your citizens spay/neuter their pets.

Annette Lagunas

Executive Director
Humane Society of Yuma
(928) 782-1621 ext 108
alagunas@hsoyuma.com

From: Francia Alonso [mailto:falonso@sanluisaz.gov]
Sent: Tuesday, February 18, 2020 8:41 AM
To: Annette Lagunas
Subject: RE: Funding Request

Good morning,

I was going over your letter and saw you are only requesting \$5,000 is this an additional request to the \$50,000 that is traditionally requested?

Can you please clarify?

Francia

From: Annette Lagunas <alagunas@hsoyuma.com>
Sent: Saturday, February 15, 2020 2:29 PM
To: Francia Alonso <falonso@sanluisaz.gov>
Subject: [EXTERNAL] RE: Funding Request

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Good afternoon Francia,

Please see the attached request for funding.

Annette

Annette Lagunas

Executive Director
Humane Society of Yuma
(928) 782-1621 ext 108



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4. G.

Meeting Date: 07/08/2020

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Assistant to Council/PIO, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: The Youth Build Program of Portable Practical Education Preparation (PPEP), Inc., provides low-income youth, ages 17-24, education to obtain their GED, learn job skills, and leadership development. Students in the program serve their communities by building affordable housing and providing community services. Under the contract with the city, 80% of their graduates are residents of the City of San Luis.

Amount: The city has entered into an agreement with PPEP in the past. The city has already budgeted funds for **\$30,000.00** for the Youth Build Program until the end of the Fiscal Year 2020-2021.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO RATIFY AND APPROVE THE CONTRACT WITH PPEP IN THE AMOUNT OF \$30,000.00.

The Contract will be provided by the time of meeting.

Fiscal Impact

| | |
|---|--|
| IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: | Yes |
| CITY/STATE/FEDERAL FUNDS: | City |
| TOTAL: | \$30,000.00 |
| BUDGETED AMOUNT: | N/A |
| AVAILABLE AMOUNT TO TRANSFER: | No transfer required |
| ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: | 100-110-80000 CONTRACTUAL SERVICES/ \$395,146.42 |

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

These funds are budgeted in FY 2020-21.

Attachments

Contract

Contribution Letter FY 20-21
Youth Build San Luis Overview
Construction Training Plan

AGREEMENT

This agreement (“Agreement”) is effective July 1, 2020 between Portable Practical Education Preparation, Inc. (“PPEP”), a domestic non-profit corporation organized under the laws of Arizona, 802 East 46th Street, Tucson, Arizona 85713 and the City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 East Union Street, San Luis, Arizona 85336 and its U.S. Postal Service for mail delivery address at P.O. Box 1170, San Luis, Arizona 85349 (“City”). PPEP and the City may be referred to singularly as the “Party” and collectively as the “Parties.”

WHEREAS, City has allocated certain funds for a YouthBuild Program for young adults In the City of San Luis, Arizona; and

WHEREAS, the City wishes to engage PPEP to utilize such funds in PPEP's existing YouthBuild Program; and

WHEREAS, the City wishes the YouthBuild Program to serve and graduate students who are residents of San Luis by June 30, 2021.

NOW, THEREFORE, In consideration of the matters described above, and of the mutual benefits and obligations in this Agreement, the Parties agree as follows.

A. STATEMENT OF WORK

1. Name of Activity: YouthBuild Program

2. Description: (see ATTACHMENT). The YouthBuild program provides 10 months of construction training for career pathway development, a national credential certification with the National Center for Construction Education & Research (NCCER), First Aid certification, ten (10) Occupational Safety and Health Administration (OSHA) certifications, a \$1,568.00 AmeriCorps Scholarship to college good for 7 years, job placement, and extensive case management and support services. In addition, each PPEP student receives a \$600.00 per month stipend while in the program to help pay for other needs and to sustain their families.

3. Funding Agreement Total: \$30,000

4. Term: July 1, 2020, to June 30, 2021

5. Number served: 20 YouthBuild enrollees are residents of San Luis, and another 20 students will begin the 10-month program in February of 2021. For staffing salaries for teachers, construction trainers, supervisors, case managers, and credential and

leadership staff alone it costs \$14,315 per student to educate and train in the YouthBuild program. Per-student expense costs close to \$17,000 per student if supplies, uniforms, tools, book, internet, etc. were considered. This is a bargain as the Department of Labor allows up to \$18,000 per student due to the program intensity and to achieve the stated program goals. The contribution of the City will help defray the cost of educating the 20 students expected to graduate this fiscal year ending June 30, 2021 and the 20 who will start but not finish until the next fiscal year in November of 2021.

B. PERFORMANCE MONITORING

The City will monitor the performance of PPEP against goals and performance standards under this Agreement. Substandard performance, as determined by the City, will constitute noncompliance with the Agreement. If PPEP does not correct such substandard performance within a reasonable period of time after being notified by the City, the City will initiate contract suspension or termination procedures.

C. NOTICES

Communication and details about this contract shall be directed to these contract representatives:

For the City

City Manager
1090 East Union Street
San Luis, Arizona 85336 (for physical address) and
P.O. Box 1170
San Luis, Arizona 85349 (U.S. Postal Service for mail delivery)

For PPEP
Ms. Kari Hogan
Chief Administrative Officer
802 E. 46th Street
Tucson, Arizona 85713
520-770-2500

Any business communications regarding this Agreement may be provided by email.

All legal notices or demands related to this Agreement must be provided in writing and sent to the receiving Party at the address above. All notices to be given under this Agreement by either Party to the other shall be considered validly given and fully received when made in writing and delivered or refused delivery by major commercial delivery courier service or mailed, so it requires signature by the recipient or by process service. Either Party may from time to time designate in writing and deliver in a like manner a change of address. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

D. SPECIAL CONDITIONS

None

E. PPEP RECOGNITION

The PPEP shall ensure recognition of the role of the City in providing services through this Contract. All activities, facilities and items utilized under this contract shall be prominently displayed in all publications made possible with funds provided under this contract.

F. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended to or shall be construed as creating or establishing the relationship of employer/employee between the Parties. PPEP shall at all times remain an independent contractor regarding the services to be performed under this Agreement. PPEP shall be responsible for all employer responsibilities, including but not limited to the payment of Unemployment Compensation, FICA, and Workers' Compensation Insurance.

Rights of PPEP as independent contractor include but are not limited to control of the work, manner and methods of the work, and the right to contract with other employers.

Rights of the City include but are not limited to inspection and approval of the work and the right to contract with others to perform the work.

G. GENERAL CONDITIONS

1. Payment: It is expressly agreed and understood by the City that the total amount to be paid to the PPEP under this contract by the City shall not exceed \$30,000.

2. Time of Performance: **This Agreement shall take effect on the 1st day of July 2020 through and including the 30th day of June 2021.**

3. Insurance and Bonding: PPEP shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond cover all employees' in an amount equal to cash advances from the City.

4. Subcontracting: None of the services covered by this Agreement shall be subcontracted or assigned without prior written approval by the City.

5. Maintenance and Availability of Records:

a. Regarding this Agreement, PPEP shall maintain all accounting, client records, papers maps, photographs, other documentary materials, and any

evidence pertaining to costs incurred.

b. Such records shall be furnished and available for inspection by the City.

c. Such records shall be available at PPEP's offices at all reasonable times during the Agreement period. If it is a claim, investigation, or litigation pending after what is assumed to be the final payment that in effect, cancels the final payment date. The retention period will not begin until the final settlement of the claim, investigation, or litigation.

6. Financial Review. If the City desires a financial audit by a certified public accountant of the PPEP's financial records to verify the use of City funds according to the terms and audit. PPEP will not be responsible for the cost of such an audit if requested by the City and are entitled to a copy of any resulting reports received by the City.

7. Agreement Amendments/Revisions: Any changes to the Scope of Work or dollar amount of this Agreement require prior written approval from the City.

8. Suspension and Termination: With notification to PPEP, City may terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any funds at its discretion if the PPEP:

a. Violates any provision of this Agreement; or

b. Fails to complete performance in a timely manner

The City may also terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, by giving PPEP 30 days' written notice.

9. Audits: PPEP shall comply with the audit requirements in the Office of Management and Budget (OMB) Circular A-133.

10. No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement. No waiver and no modification shall be effective unless it is in writing signed by the Parties, and then only to the extent expressly set forth in such writing.

11. Severability. If any provision of the Agreement is declared void or unenforceable by a Court of Competent Jurisdiction or by operation of legislation, such provision shall be severed from this Agreement. The remainder of this Agreement 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.

12. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.

13. Venue. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in the State of Arizona. In such legal action, the Parties waive any right to object to such venue. 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.

14. Attorneys' Fees and Costs. If any Party finds it necessary to bring any action at law or other proceeding, including but not limited to arbitration, against the other Party to enforce any of the terms, covenants or conditions in this Agreement, or for any breach or default under this Agreement, the Party prevailing in any such action or other proceedings shall be paid all reasonable costs, reasonable financial services fees and reasonable attorney's fees by the other Party. In the event any judgment is secured by said prevailing Party, all such costs and attorney's fees shall be included in the judgment, such fees to be set by the court and not by jury.

15. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a Party shall have any right or cause of action under this Agreement.

16. No Agency Created. It is not intended by this Agreement to, and nothing in this Agreement shall create any agency, partnership, joint venture or other similar arrangement between the Parties.

17. No Personal Liability. No member, official or employee of the City shall be personally liable to PPEP, or any successor or assignee, (a) if any default occurs or breach by the City, (b) for any amount which may become due to PPEP or its successor or assign, or (c) under any obligation of the City under this Agreement.

18. Time is of the essence. Time is of the essence in this Agreement.

19. Force Majeure. If PPEP or City are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by exercising reasonable diligence. This includes, but is not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.

20. 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 the provisions of this Agreement.

21. Compliance with the Law. PPEP shall comply with all laws. Including but not limited to:

a. PPEP shall maintain a City of San Luis, Arizona business license. The Business License Application is available online at <https://www.sanluisaz.gov/137/Business-License-Division>, and the telephone number is (928) 314-9119.

b. PPEP expressly agrees that it shall be solely responsible for supervising its employees; that it shall comply with all rules, regulations, orders, standards, and interpretations promulgated under the Occupational Safety and Health Act of 1970 and any occupational safety and health act of Arizona; includes but not limited to training, provision of personal protective equipment; adherence to all appropriate lockout tagout procedures and providing all notices, safety data sheets, etc., as required by the right-to-know standard.

c. e-verify. Under A.R.S. § 41-4401:

- i. PPEP warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A;
- ii. that a breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract; and
- iii. that the City retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph i.

22. Conflict. The Agreement is subject to the cancelation for conflict provisions of A.R.S. § 38-511(A)

21. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement.

22. Entire Agreement. This Agreement, including its attachment, which is incorporated

herein by this reference, constitutes the entire Agreement between the Parties.

23. 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.

24. Ratification. Acts, taken under this contract, but prior to its execution are hereby ratified and confirmed.

[Intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement in Yuma County, Arizona the date the last Party signed this Agreement.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

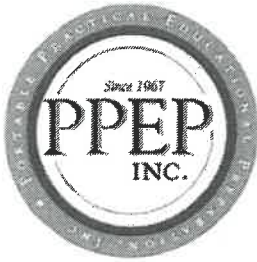
**Portable Practical Education
Preparation, Inc.**

John David Arnold, Ph.D., CEO

Date: _____

RECEIVED

FEB 12 2020



Portable Practical Educational Preparation, Inc.

Multi Service Center
802 E. 46th Street
Tucson, Arizona 85713
(520) 622-3553
Internet Address: ppep.org

Toll Free: (800) 376-3553

E-Mail Address: ppep@ppep.org

FAX: (520) 622-1480

By *John David Arnold*

John David Arnold, Ph.D.
Chief Executive Officer & Founder

"Si Se Puede"

Gertha Brown-Hurd
President

February 12, 2020

Dear Mayor, Council & City Administrator:

I would first like to take this opportunity to thank each one of you again for your continued support of the PPEP YouthBuild Program. We are now headed into our 19th year of operation and could not have accomplished what we have done without the commitment of our community and the partnership with the City of San Luis on behalf of YouthBuild.

Over the years, we have made a difference in the lives of over 300 youth in the South County area and specifically San Luis. In the previous year (2019), we served 20 youth (an increase from 15), but because of continued funding and the increase in funding from the City to Match AmeriCorps and DOL NFJP funding we continue to increase our numbers and are looking to serve 25 youth in 2020. Additionally, we will be seeking US DOL YouthBuild grant funds this year for our program in San Luis to further our reach to our at risk students in the area.

This past year, the city was very generous and increased the match amount to 30,000; **therefore, we would like to request the same amount of funding (30,000) for the coming year to match the AmeriCorps program, which allows each youth participant to leave the program with a 1600.00 college scholarship.** This funding by the city, in conjunction with other fundraising efforts, we will be able to meet our Match requirement of 50% match required for AmeriCorps funding. These funds provide the program a way to pay for additional youth training and program the grant does not allow for, and is important for certifications and skill development. The San Luis grant has also allowed youth to go on several trips to visit the University of Arizona, Arizona State University, the Young Leaders Conference in Washington DC with YouthBuild USA and other community and leadership seminars geared to youth development.

Over the past 19 years, PPEP has graduated approximate 236 youth with an 80% completion rate and an attendance rate consistent at 94%. The GED completion rate is consistently between 78% and 80% and an 82% placement rate for students working or going to full time college. **Although in 2019 there were a total of 13 students that started College at AWC in January 2020 of the 20 graduating in this class.** With all things considered, PPEP has stayed within the common measures, put in place by its funding sources and continues to meet critical outcomes. We continue to strive to increase these percentages and provide leadership development for youth in the San Luis area. Over the past 19 years we have completed over 160 housing rehab projects, and constructed 57 new homes for low income residents of the San Luis community.

"Dedicated to Improving the Quality of Rural Economic Life in Arizona" – SINCE 1967

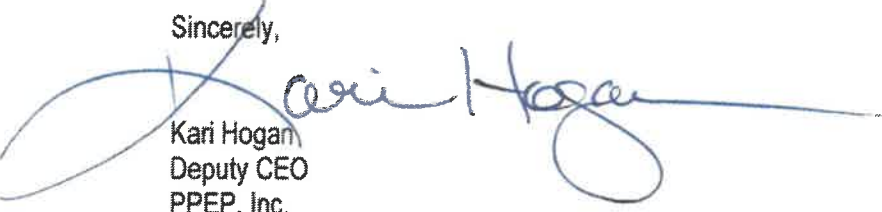
We continue to partner with many community organizations to provide community services activities that are worthwhile and give a wide variety of positive experiences for youth and continue to build low income affordable housing and rehabilitation projects for those in need.

Program benefits: The YouthBuild program is designed to alleviate and minimize the common obstacles to a participant's success through bilingual services, flexible and convenient times of services, transportation to both direct and linked services, and supportive services for a student and their family members. Through a multi-service approach, we are able to provide additional employment opportunities, job-training and even housing opportunities that can augment students' chances of successfully completing the training program and continue to improve their situations after leaving the program. Individuals enrolling in PPEP's YouthBuild program also co-enroll in programs like the National Farmworker Jobs Program (NFJP), YPIC WIOA Youth Program, and CSBG, so wrap around services are available in the support to youth and their families, and maintains a network of partnerships within the communities that can provide other services.

We believe that together through the YouthBuild program, we can help to instill value, promote partners, promote community efforts, increase the Return on Investment (ROI) in the housing and home rehab and bring forth community and civic engagement. It takes a village to make positive change, and we cannot do it alone. Together we make a difference in the lives of young people and their families and our partnership with the City of San Luis is doing just that.

If you have any questions or need further documentation, please feel free to contact me at any time. We believe in this program and guarantee a Return on Investment to everyone who collaborates with this worthwhile program. My information is below.

Sincerely,



Kari Hogan
Deputy CEO
PPEP, Inc.
Office: 520-770-2500
Cell: 520-603-5416
Email: khogan@ppep.org

Project Design

From day one, the emphasis of the program will be on success! During the first two weeks of the program youth will attend a two-week orientation and mental toughness training that will foster team building and outline the importance of setting goals, why education is important and community service learning. The orientation will describe how students can achieve success and what it will take to complete the program successfully. It will include community service and leadership, learning expectations, program rules/policies, education processes, testing, along with other program and construction safety measures needing to be followed. Vocational and educational assessments will be given during the first two weeks of the program, and career assessments to establish baselines for each youth's individual education plan and career development plan. An outline of the program and contract requirements will also be reviewed between the student and the staff of the YouthBuild program. Once students are enrolled in the program and baseline testing reviewed, staff will work to assess and identify barriers, while creating each individual plan; therefore, beginning the process for GED achievement and other industry recognized certifications.

In the beginning, it is imperative that youth understand the use and dangers of working with a variety of tools used in construction. Prior to beginning work on the construction site, youth will be trained on tool usage and tool safety. Construction supervisors will incorporate related academic materials to show the relationship between what is learned in the classroom under NCCER credentialing and the ability to do the job. This will help youth begin to tie the two areas together and how each applies when learning construction. To enhance learning, each cohort will be divided into two (2) groups, enabling them to alternate between the academic classroom and the construction site, and using the remaining 10% of their time participating in youth leadership development and community service learning activities over the 10-12 month program period. During each week the two groups will alternate between academic classes and the construction site from Monday – Thursday. Classroom will consist of a 7 hour day, Construction will consist of a 6 hour training/work day, and Friday's will be designated for community services activities, additional classes for credentialing/workshops, field trips, and community presentations for a total of 8 hours.

The program is challenging and rigorous, enabling students to draw on their experiences (Experiential Learning Model), reinforcing the learning process. The following activities will enhance our ability to meet the established performance goals of the YouthBuild program:

- Study and earn GED Certificate through approved educational curriculum and approved state testing

- NCCER industry recognized certification for required certification (received at the end of the program)

- OSHA certification training (industry recognized certificate)

Individual Employment Plan development and intensive case management for job placement in education or a job upon program completion

Tours of local Universities and Community Colleges that include information on FAFSA applications and Pell Grant information

Testing throughout the program to document literacy/numeracy gains

Student workshops on resiliency and other work related topics

Mock interviewing and interview techniques

Follow up every 30 days upon program completion for documented retention in job placement, educational placement, and reduced recidivism

Partnerships are a critical component of YouthBuild. Therefore, PPEP continues to partner with the Comité de Bien Estar for qualified construction projects, Arizona Western College for NCCER credentialing, and Campesinos Sin Fronteras for additional job readiness training. We also partner with PMHDC Micro Enterprise for Business development opportunities, the Cities of San Luis for community events, YouthBuild AmeriCorps for additional opportunities in community service and to achieve educational awards, and to the local American Job Centers for co-enrollment activities for additional employment and placement services.

Overall, The YouthBuild program is a 10 month program that offers secondary education, vocational education, certifications, national credentials, and college scholarships to students that enter the program and complete. Through a comprehensive GED program that incorporates online learning and classroom for blended learning to earn a high school diploma, students study and are able to obtain their diploma within the 10 month program. If they do not, they will then continue until it is achieved. In conjunction with the GED Program, students are also enrolled in a construction vocational education track, where they are building houses from the ground up with experienced construction supervisors and community housing partners. This is also tied into AmeriCorps, where each student is entered and participates in 450 hours of community services to earn a post-secondary scholarship that is good for 7 years once they complete the program. Because youth are working with housing partners to build low income affordable houses, it is also considered a part of their community services and giving back to the community. In addition, students will be involved within the community to offer community service and engage in multiple projects in the betterment of the community. Students will also attend college leadership classes, a National Construction credentialing class, and obtain certification in first aid, CPR, and OSHA 10 safety. Students are involved in a rigorous schedule for 10-12 months to complete all of their studies and prepare for future endeavors that include college attendance and direct job placement activities. Students are engaged in their community and also attend conferences for youth leaders and are a part of the local youth LULAC chapter.

Attachment B: Construction Training Plan

| | |
|--|--|
| Training Plan YouthBuild San Luis | |
| Summary of Project | <p>YBSL will work with licensed construction partners to build new affordable housing, rehabilitate multi-family housing projects for very low and low income individuals, incorporate NCCER curriculum for Pre-Apprenticeship, and teach GED common core curriculum for GED diploma. Through this process students will develop the necessary soft skills and work related skills for employment or post-secondary education once completing the program.</p> |
| Training Scope Including Objectives , Goals | <p>Objectives for construction and education training include working toward pre-apprenticeship credentials, gaining job experience for opportunities that increase wages, obtain education credentials for post-secondary opportunities, provide community interaction for partnership development and leadership opportunities, and to avail mentoring opportunities for positive interactions with adults.</p> <p>Goals for Construction and Education Training</p> <p>70% of Youth will obtain their GED credential</p> <p>75% of Youth will obtain job placement or attend post-secondary education</p> <p>75% of youth will obtain NCCER certification</p> |
| Training Strategy | <p>YBSL uses a strategy that offers reinforcement of learned information between class and worksite. Curriculum from the classroom is tied to learning on the job site and lessons are repeated through hands on</p> |

| | |
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| | <p>experience. Youth will be trained in cohorts split into two groups. Each group will spend 1 week studying for GED in computer equipped classrooms and 1 week week on the construction site, for the remainder of the program they will continue to alternate each week between construction and classroom learning. Students will spend no less than 6 hours in class and on construction sites. These techniques will allow for a better grasp of information learned in the classroom and on site. Each Friday, 8 hours will be set aside for community service projects, other activities/presentations, NCCER classes and leadership development for approximately. Online testing will occur bi-weekly to assess youth progress. Each student will spend 32 hours per week at the YBSL program. Each cohort will be in session for an 11 month period and earn a \$600.00 per month stipend.</p> <p>Post Program Follow will occur after each cohort completes for a one year period and continue until performance measures are met.</p> |
| <p>Roles and Responsibilities</p> | <p>The Program Director will oversee program, project development, budgeting, and reporting to ensure training and program requirements are met. They will oversee all student enrollments, interviews and hiring of qualified staff to train in construction and education. They are responsible for partnership development, service coordination, partner relationships and weekly meetings. Construction Supervisors will oversee all construction training and have mastery level skills. Construction supervisors will conduct on-site safety training, will establish rules for</p> |

| | |
|--------------------------------|--|
| | <p>communication, and communicate safety issues with partner organization site supervisors. Construction supervisors will be responsible for sustaining worksite schedules and amending if scheduling issues arise and report to the program director. NCCER training and certification will be done by certified construction instructors through Arizona Western College. The director will work with the college to get this person on board and students enrolled in the NCCER program within the initial development period. GED Instructors will oversee classroom instruction for GED Common Core attainment and work with students on Computer based learning. Instructors will work to incorporate NCCER materials with GED learning. GED instructors will have teaching credentials. Program Coordinator will be responsible for continued partnership development, community service activities, coordination with youth and staff, program/partner relations, jobsite coordination, activity coordination, and acquire all necessary documentation. The Youth Navigator will be responsible for all case management and support services to the youth will attending the program. This position will work with the colleges to fill out FASFA information if attending college when completing the program and will help with job placement for full time employment</p> |
| <p>Contingency Plan</p> | <p>If for any reason students cannot be onsite, trips with local universities, colleges, or other field trips/presentation are scheduled. Community Service projects are continuously scheduled and can replace potential down time. Though we do not plan on staff vacancy, contingencies are</p> |

| | |
|---|---|
| | <p>available because of the availability of 2 construction supervisors. If any were to leave, the others can cover until positions are filled. Because of relationship development with the local NFJP and HEP programs there is back up available for GED instructors, if the program were to lose its instructor until another could be hired. In addition, other housing partnerships are in the works with Housing America and Housing Authority of Yuma for new construction and rehab activities.</p> |
| <p>Training Materials, Design, and Standards</p> | <p>YBSL uses certified NCCER curriculum for accreditation in partnership with Arizona Western College/YPIC. Training materials are provided by the college and the certified instructor. GED materials are sought from the GED testing center and are approved education materials by the department of education, and meet common core standards for practice testing and learning. Official testing is provided by the community college. In addition, the YBSL is looking into advanced curricula to add for STEM education.</p> |
| <p>Restrictive Covenant Clause</p> | <p>Not Applicable. No DOL YouthBuild funds will be used for construction.</p> |



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4. H.

Meeting Date: 07/08/2020

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Assistant to Council/PIO, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the dues to Yuma Metropolitan Planning Organization (YMPO) for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: Yuma Metropolitan Planning Organization (YMPO) provides regional transportation planning services through the cooperative efforts of the YMPO members. The members are the cities of San Luis, Somerton, Yuma, Town of Wellton, the County of Yuma, and the Cocopah Indian Tribe. Federal funding for the development of transportation infrastructure in our region is channeled through YMPO. Services include the work of Unified Planning Work Program and the Rural Transportation Liaison.

Amount: The City of San Luis has paid dues to YMPO in the past and has already budgeted funds in the amount of **\$13,319.42** for Fiscal Year 2020-2021.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO RATIFY AND APPROVE THE DUES TO YMPO IN THE AMOUNT OF \$13,319.42.

N/A

Fiscal Impact

| | |
|---|--|
| IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: | Yes |
| CITY/STATE/FEDERAL FUNDS: | City |
| TOTAL: | \$13,319.42 |
| BUDGETED AMOUNT: | N/A |
| AVAILABLE AMOUNT TO TRANSFER: | No transfer required |
| ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: | 100-110-80000 CONTRACTUAL SERVICES/ \$395,146.42 |

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

These funds are budgeted in FY 2020-21.

Attachments

Contribution Letter FY 20-21

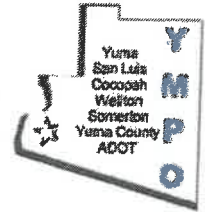
Yuma Metropolitan Planning Organization

502 South Orange Avenue
Yuma, Arizona 85364

Phone: (928) 783-8911

Fax: (928) 329-1674

www.ympo.org



*Local Governments and
Citizens Working Together*

February 18, 2020

Tadeo A. De La Hoya, City Manager
City of San Luis
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

RECEIVED

FEB 18 2020

By 

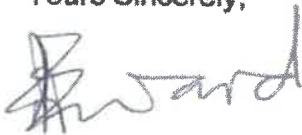
Subject: FY 2020-21 YMPO Member Agency Dues

Dear Mr. De La Hoya: *Tadeo*

The Yuma Metropolitan Planning Organization (YMPO) has re-evaluated recommended estimates of local matching funds needed to support the FY 2020-21 YMPO Unified Planning Work Program (UPWP) and annual budget. The recommended estimate for FY 2020-21 is almost identical to the current year's amounts. **The total FY 2021 estimate assessment (or dues) for the Yuma County is \$13,319.42.** Please note this is a preliminary estimate, and members are not requested to pay anything at this stage.

During the early development of the UPWP, estimates on prior funding and projections of new funding are used to develop the budget and to calculate local matching funds. To provide a final dues assessment, many factors must be considered, including the closing and starting of succeeding fiscal years, and future updates will be necessary to provide the most accurate and fair assessment. A precise amount is not usually known until the December timeframe; however, the above estimate may be used for your planning purposes.

Yours Sincerely,



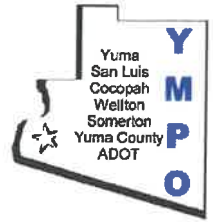
Paul D. Ward, P.E.
Executive Director

cc: Entity dues file

Yuma Metropolitan Planning Organization

502 South Orange Avenue
Yuma, Arizona 85364
www.ympo.org

Phone: (928) 783-8911
Fax: (928) 329-1674



*Local Governments and
Citizens Working Together*

February 18, 2020

Tadeo A. De La Hoya, City Manager
City of San Luis
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

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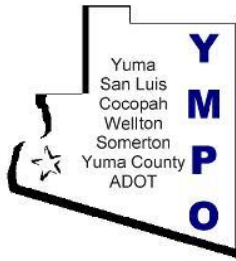
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Yours Sincerely,

A handwritten signature in blue ink that reads 'Paul D. Ward'.

Paul D. Ward, P.E.
Executive Director

cc: Entity dues file



EXECUTIVE BOARD REGULAR MEETING AGENDA

Local Governments & Citizens Working Together

EXECUTIVE BOARD**Regular Meeting****Thursday, May 31, 2018****1:30 P.M.****Cocopah Resort and Conference Center****15268 South Avenue B****Somerton, Arizona 85364****See Map at the End of the Agenda**

YMPO EXECUTIVE BOARD

| | |
|------------|---|
| Chairwoman | Cecilia McCollough, Mayor, Town of Wellton |
| Vice Chair | Jose Yopez, Mayor, City of Somerton |
| Treasurer | J. Deal Begay, Jr., Vice Chairman, Cocopah Indian Tribe |
| Member | Gary Knight, Deputy Mayor, City of Yuma |
| Member | Maria Ramos, Vice Mayor, City of San Luis |
| Member | Paul Patane, Southwest District Engineer, ADOT |
| Member | Jacob Miller, Councilmember, City of Yuma |
| Member | Lynne Pancrazi, Board of Supervisors, Yuma County |
| Member | Martin Porchas, Board of Supervisors, Yuma County |
| Member | Karen Watts, Councilmember, City of Yuma |

A regular meeting of the Executive Board of the Yuma Metropolitan Planning Organization will be held starting at **1:30 P.M., on Thursday, May 31, 2018, at the Cocopah Indian Tribe Resort and Conference Center, 15268 South Avenue B, Somerton, Arizona 85364**, to discuss, consider, and/or take action with respect to the items listed below:

1. Call to Order and the Pledge of Allegiance.
The meeting will be called to order and members will be asked to recite the Pledge of Allegiance.
2. Roll Call Attendance and Declaration of Votes.
The YMPO Executive Assistant/Accountant II, Crystal Figueroa, will call the attendance roll, and if any members of the City of Yuma are not in attendance, those members that are in attendance will have the opportunity to declare which members will carry their respective number of proxy votes.
3. Call to the Public
This item is to provide an opportunity for presentation of comments by the public on subjects not on the agenda. Individuals wishing to address the Board need not request permission in advance and are limited to three (3) minutes.

4. Consent Agenda

A. Approval of the April 26, 2018, Meeting Minutes.

A copy of the draft minutes of the previous meeting was sent out with the agenda packet. Members will be requested to review, report any changes, and vote on the approval of the minutes of the April 26, 2018, YMPO Executive Board meeting.

B. YMPO Income and Expenditure Report for April 2018

The Income and Expenditure Report for April 2018 was sent out with the agenda packet and will be presented for review and approval.

This item is on the agenda for information, discussion, and possible action to approve the Consent Agenda. A copy of the draft minutes is included in the agenda packet as Item 4A and the Income and Expenditure Report is included as Item 4B.

5. Resolution in Support of a BUILD Grant Application for the City of Yuma and YCIPTA.

During the September 2017 Executive Board meeting, the Board adopted a Resolution in support of a Transportation Investment Generating Economic Recovery (TIGER) Grant for the development of the YMPO regions first Multi-Modal Transportation Center, located at the Hotel Del Sol in downtown Yuma. Unfortunately, the application was not successful. The TIGER Grant funding category has now been replaced by the Better Utilizing Investments to Leverage Development (BUILD) Grant and the City of Yuma and the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) have requested additional support for a similar application for a BUILD Grant for the same project.

This item is on the agenda for information, discussion, and possible action to either approve the sending of a letter of support and/or adopting a Resolution supporting the request. A draft Letter of Support and a draft resolution are in an Information Summary which is attached as Item 5.

6. TIP Federal Funding Reimbursement

In May 2018, ADOT notified YMPO staff that \$194,712.01 would be returned to YMPO as part of the Federal Funds Ledger. As the deadline had already passed, there was no opportunity to utilize the federal funds on another local federally funded project, so rather than “lose” the funds; the funds have been “loaned” to ADOT. ADOT has agreed to accept the funds and return these funds back to the YMPO for FY 2019. YMPO staff will consult with the TAC regarding where to program the loaned funds for the FY 19.

This item is on the agenda for information, discussion, and action to approve the Loan of YMPO Obligation Authority and Funds to FY 2019. Mr. Gutierrez will present this item and further details are in an Information Summary that is attached as Item 6.

7. FY 2018-2022 YMPO Transportation Improvement Program (TIP) Amendment #4
ADOT has requested the YMPO to split the City of San Luis Safety project currently shown in the TIP into two separately listed phases, for design and construction. A TIP Amendment/Administrative Adjustment is needed to accomplish this splitting of the original project.

This item is on the agenda for information, discussion, and possible approval of Amendment #4 to the FY 2018-2022 YMPO TIP, for submittal to ADOT. Mr. Gutierrez will present this item and further details are included in an Information Summary that is attached as Item 7.

8. Matching Funds in the Unified Planning Work Program
YMPO develops a Unified Planning Work Program and Annual Budget (UPWP/B) each year. The UPWP/B is largely federally funded, the federal funds often have different match rates and member agencies provide the appropriate local funds to match the federal funds. These local matching funds can be either In-Kind matching funds or cash matching funds. This item was reviewed with YMPO member agencies earlier in the year and YMPO has recently sent out revised requests for payment of the member agency dues for the current fiscal year. How the In-Kind and cash matching funds are determined for future is the subject of a formal procedure that is being submitted for possible approval.

This item is on the agenda for information, discussion, and possible action to approve a procedure for deciding how to forecast in-kind local matching funds and to estimate and calculate the cash matching funds (local dues) needed to match the federal funds included in the YMPO UPWP each year. Mr. Ward and Ms. Figueroa will present this item and further details are included in an Information Summary that is attached as Item 8.

9. Executive Director's Report/Summary of Current Events/Board Member Reports & Comments by Other Participants.
This agenda item is an opportunity for members and staff to update the Board regarding recent occurrences, as shown below. If written information is available, it will be included in the attached Information Summary.
 - A. Staff Reports.
 - B. TAC Minutes.
 - C. Conference Updates.
 - D. COG/MPO Director's/Planner's Meeting.
 - E. Rural Transportation Advocacy Council activities.
 - F. Projects - Economic Development and Transportation.
 - G. FY 2018-41 YMPO Long-Range Transportation Plan.

10. Possible Future Agenda Items.

The following item will be heard at a future meeting.

- A. New FY 2019-2023 YMPO Transportation Improvement Program (TIP).
- B. Possible exchange of YMPO STBG funds with MAG CMAQ funds.
- C. Regional Transportation Conference - future process.

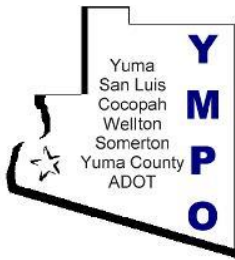
11. Progress Reports.

Members and staff will update the Board on the progress of ongoing projects and other events.

- A. Apr 23 - YMPO Bike Study discussion with CivTech, Paul Ward and De'Laurien McKenzie attended.
- B. Apr 26 - YMPO Audit Committee meeting, Paul Ward and Crystal Figueroa attended.
- C. Apr 26 - YMPO Executive Board, Paul Ward, Crystal Figueroa, De'Laurien McKenzie and Melissa Ramos attended.
- D. Apr 30 - Discussion of future Studies with Stanley Consultants, Paul Ward and De'Laurien McKenzie attended.
- E. May 1 - Two Dust Control Working Groups held by ADEQ, Paul Ward attended.
- F. May 2 - Statewide ITS Architecture Workshop #1, Paul Ward and De'Laurien McKenzie participated by teleconference.
- G. May 7 - FTA 5310 Funds Application Panel Review of Projects, Charles Gutierrez provided input for the YMPO region.
- H. May 10 – YMPO TAC, Paul Ward, De'Laurien McKenzie, Melissa Ramos attended
- I. May 14 – Charles Gutierrez returns back to YMPO from Medical Leave
- J. May 14 – Southwest ADOT Coordination Meeting, Paul Ward and Charles Gutierrez attended
- K. May 14 – Review ADOT Contract, Paul Ward, Charles Gutierrez, Crystal Figueroa participated
- L. May 16 – OSHA Meeting/Training, Robert Aguilar attended
- M. May 16 – City of San Luis POE I & II Meeting, Paul Ward attended
- N. May 16 – City of San Luis Council Meeting, Paul Ward attended
- O. May 17 – Wilson & Co. & Y2K Engineering Briefing, Paul Ward, Charles Gutierrez, De'Laurien McKenzie attended
- P. May 18 – AZ State Transportation Board Meeting, Paul Ward attended
- Q. May 18 – Arizona State Retirement System meeting, Paul Ward attended
- R. May 23 – ADOT Bike/Ped Webinar, De'Laurien participated
- S. May 24 – Michael Baker International Bike/Ped Study discussion, Charles Gutierrez, participated

12. Adjournment.

Notice: In accordance with the Americans with Disabilities Act (ADA) and section 504 of the Rehabilitation Act of 1973, YMPO 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. If you have any questions regarding YMPO programs, activities, or services, please contact Paul Ward or Charles Gutierrez at 928-783-8911.



**EXECUTIVE BOARD
REGULAR MEETING MINUTES**

Local Governments & Citizens Working Together

**Executive Board
Regular Meeting
Thursday, April 26, 2018
1:32 p.m.**

**City of Yuma
City One Plaza
Yuma, Arizona 85364
Room 190**

1. Call to Order and the Pledge of Allegiance.
YMPO Chairwoman Cecilia McCollough called the Executive Board (the Board) meeting of the Yuma Metropolitan Planning Organization (YMPO) to order at 1:32 p.m. She called on Cocopah Indian Tribe Vice Chairman, J. Deal Begay, Jr., to lead the Pledge of Allegiance.

2. Roll Call Attendance.
The YMPO Executive Assistant/Accountant II, Crystal Figueroa, called the roll as follows:

YMPO Executive Board Members Present:

| | |
|---------------------|---|
| Chairwoman | Cecilia McCollough, Mayor, Town of Wellton |
| Secretary/Treasurer | J. Deal Begay, Jr., Vice-Chairman, Cocopah Indian Tribe |
| Member | Gary Knight, Deputy Mayor, City of Yuma |
| Member | Maria Ramos, Vice-Mayor, City of San Luis |
| Member | Paul Patane, ADOT SW District Engineer |
| Member | Lynne Pancrazi, Board of Supervisors, Yuma County |
| Member | Martin Porchas, Board of Supervisors, Yuma County |
| Member | Karen Watts, Councilmember, City of Yuma |

YMPO Executive Board Members Absent:

| | |
|------------|---|
| Vice Chair | Jose Yopez, Mayor, City of Somerton |
| Member | Jacob Miller, Councilmember, City of Yuma |

As members from six, of the seven, constituent member agencies were present, the quorum requirement was met.

YMPO Staff Present:

| | |
|--------------------|--------------------|
| Executive Director | Paul Ward |
| Accountant II | Crystal Figueroa |
| Assistant Planner | Melissa Ramos |
| Associate Planner | DeLaurien McKenzie |

Additional Attendees:

| | |
|--------------|----------|
| Gene Dalbey | YRBC |
| Blake Herzog | Yuma Sun |

Declaration of Votes.

Deputy Mayor Knight submitted to Mr. Paul Ward, YMPO Executive Director, a proxy letter from Councilmember Jacob Miller and declared his proxy vote for a total of three votes for the City of Yuma.

3. Call to the Public

No public members addressed the Board.

4. Consent Agenda

A. Approval of March 29, 2018, Board Meeting Minutes.

B. YMPO Income and Expenditure Report for March 2018.

MOTION: Supervisor Pancrazi moved to approve the consent agenda, as presented. Vice Mayor Maria Ramos seconded, and the consent agenda was unanimously approved.

5. FY 2017 YMPO Audit

YMPO Accountant and Executive Assistant, Crystal Figueroa, introduced the audit of YMPO's accounts for the fiscal year ended June 30, 2017. She mentioned the review of accounts was done by Lumbard and Associates and audited by Walker and Armstrong. The auditors prepared and submitted a formal letter to staff and gave a more detailed presentation of the audit to members of the Audit Committee earlier that day. Ms. Figueroa introduced Walker and Armstrong representative, Randy Ottaway.

Mr. Ottaway gave a brief presentation on the summary of audit results. He reported a "clean" unmodified opinion on the Financial Statements, meaning no changes were made by the firm. He called out a decrease in expenses due to personnel changes, specifically the vacant positions of the Executive Director and YMPO Accountant, for part of the year. Mr. Ottaway mentioned no findings were issued on the internal control report in accordance with Government Auditing Standards and the report was in compliance for Major Programs required by the Uniform Guidance for the federal funding.

He reported on two comments which pertained to a delay in employee pay rate implementation, corrected by management, and bank reconciliations not prepared or reviewed in a timely matter. He further explained such issues arose from having essential personnel vacancies and being able to adapt and bring things back up to speed. In summary, no findings were reported and the Audit Committee commented that it was a very good audit. On seeing no further questions or comments, the Chairwoman called for a motion to approve the FY 2017 YMPO Audit.

MOTION: Supervisor Pancrazi moved to approve the FY 2017 YMPO Audit, as presented. Deputy Mayor Knight seconded, and the motion was unanimously approved.

6. Presentation on Transportation Projects in the ADOT Southwest District

Paul Patane, ADOT Southwest District Engineer delivered his annual presentation on ADOT projects happening around the county. This item was on the agenda for information and discussion only, with no action anticipated.

7. FY 2018-19 YMPO Unified Planning Work Program (UPWP) & Annual Budget
Mr. Ward presented on the FY 2018-19 UPWP. No changes were reported since it was last presented to the Board on March 29, 2018. He reported a suggestion to possibly change one of the studies to develop early pre-scoping for State Route 95 if the Board decides to make it a priority and implement the change in Amendment #1. Mr. Ward mentioned the new proposed studies for FY 2018-19 are included and the carry-forward balances from this fiscal year to the next weren't fully confirmed. He finalized his presentation by stating this item was on the agenda for information, discussion and possible action to approve the FY 2018-19 YMPO UPWP & Annual Budget.

MOTION: Supervisor Pancrazi moved to approve the FY 2018-19 YMPO UPWP & Annual Budget, as presented. Vice-Mayor Ramos seconded, and the motion was unanimously approved.

8. FY 2018-2041 YMPO Regional Transportation Plan (RTP) Amendment #1
Mr. Ward informed the Board about the Regional Transportation Plan Amendment #1. He mentioned that the Avenue E Extension project had been omitted from the original RTP, in error. The Amendment put it back into the RTP and that a necessary Air Conformity Analysis had been carried out. Mr. Ward mentioned that the Technical Advisory Committee recommended approval of the RTP Amendment to allow the project to move forward. He emphasized the importance of including the roadway in the RTP as Yuma County wishes to receive an environmental clearance based on the recently completed Design Concept Report. This would allow them to start negotiating for Rights of Way

MOTION: ADOT Southwest District Engineer Paul Patane moved to approve FY 2018-2041 Amendment #1 to the RTP and the Air Quality Conformity Analysis. Deputy-Mayor Knight seconded, and the motion was unanimously approved.

9. Possible Change to the Schedule YMPO Executive Board October Meeting
Mr. Ward reported on a possible change to the Executive Board meeting due to a conflict with the Annual Rural Transportation Summit (RTS) in October. Mr. Ward suggested that an option was to defer the October Board meeting one week, to November 1, 2018.

MOTION: Deputy Mayor Knight moved to defer the October 25, 2018, Board meeting to November 1, 2018, remaining at the City of Yuma, Room 190. Vice Mayor Ramos seconded, and the motion was unanimously approved.

10. Status Update on the "In-Kind" Process and Confirmation of FY 2018 YMPO Member Agency Cash Dues.

Mr. Ward presented an update on the "In-Kind" process and informed the board that YMPO does not yet have a detailed procedure/policy in place for calculating each year how much in-kind match is provided and how much cash match is required from member agencies. He reported that he and Crystal Figueroa were scheduled to meet with the City of Yuma Finance Director Pat Wicks to discuss the value of in-kind services currently provided by the City of Yuma to YMPO, later in the day.

Mr. Ward also mentioned that he and Ms. Figueroa had met with Yuma County Finance Director Gill Villegas to discuss the value of in-kind services provided by the County to YMPO. In addition, he mentioned that official invoices for the current fiscal year would be

sent out during the next few weeks. He anticipated invoices being a bit higher than the amounts provided in October but lower than the original estimates sent ten months ago. He mentioned a formal "In-Kind" procedure would be provided during the May Board meeting for review and possible action.

Vice-Mayor Ramos asked Mr. Ward if he knew what the percentage increase would be. Mr. Ward anticipated no more than a five percent increase. This item was on the agenda for information and comment only but would most likely be brought back to the Board the following month for action.

11. Executive Director's Report/Summary of Current Events/Board Member Reports & Comments by Other Participants.

- A. Staff Reports.
- B. TAC Minutes.
- C. Conference Updates.
 - i. ACEC Roads and Streets Conference, Tucson; DeLaurien McKenzie reported on his attendance at the conference.
 - ii. Arizona Transportation Association Conference, Tucson; Melissa Ramos reported on her attendance.
 - iii. Yuma Regional Transportation Conference. Mr. Ward reported receiving feedback from agency needs and wants. He will consolidate all of the reported needs at a later board meeting.
- D. MPO/COG Director/Planner Meeting.
- E. Rural Transportation Advocacy Council activities. Four members attended
- F. Projects - Economic Development and Transportation.
- G. FY 2018-41 YMPO Long-Range Transportation Plan.

12. Possible Future Agenda Items

- A. YMPO In-Kind Matching and Annual Dues Policy.
- B. Annual Transportation Improvement Program.

11. Progress Reports

- A. March 23 - Public Meeting on Water Conservation, Paul Ward attended.
- B. March 27 - YMPO Bike Plan discussion with Kimley-Horn, Paul Ward and Charles Gutierrez participated.
- C. Mar 28-30 - Roads & Streets (Tucson, incl. travel). Charles Gutierrez and De'Laurien McKenzie attended.
- D. Mar 29 - EB meeting (Yuma County - Aldrich). Paul Ward and Crystal Figueroa attended.
- E. Mar 30 - A Submitted audit to clearinghouse.
- F. Apr 2 - YMPO staff meeting, All YMPO Office staff participated.
- G. Apr 2 - Lunch meeting with Greenlight TE, Paul Ward and Charles Gutierrez participated.
- H. Apr 4 - Breakfast meeting with Councilmember Watts, Paul Ward attended.
- I. Apr 4-24 - Charles' Surgery.
- J. Apr 8-10 - AzTA Transit Conference (Tucson), Melissa Ramos attended.
- K. Apr 9 - ADOT/YMPO Coordination meeting, Deputy Mayor Knight and Paul Ward attended.

- L. Apr 9-11 - ESRI training course, De'Laurien McKenzie attended
- M. Apr 10 - COG/MPO Planner's meeting, Paul Ward attended by telecon.
- N. Apr 12 - TAC meeting, Paul Ward and Melissa Ramos attended.
- O. Apr 16 - OSHA Training (Fred Pryor), Paul Ward and Crystal Figueroa attended.
- P. Apr 19 - In-Kind Matching Funds review and discussion with Yuma County Finance Director, Gilberto Villegas, Paul Ward and Crystal Figueroa attended.
- Q. Apr 20 - STB meeting (Flagstaff), Deputy Mayor Knight and Paul Ward attended.
- R. Apr 23 - RTAC Board meeting, Vice-Mayor Ramos attended and Paul Ward participated by teleconference.
- S. Apr 23 - YMPO Bike Study discussion with CivTech, Paul Ward and De'Laurien McKenzie participated.
- T. Apr 25 - Administrative Professionals Day, all YMPO staff participated.
- U. Apr 26 - YMPO Audit Committee meeting, Paul Ward and Crystal Figueroa attended.

20. Adjournment.

There being no further business to discuss, the meeting was adjourned at 2:51 p.m.

Notice: In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, YMPO 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 YMPO programs, activities, or services, contact Paul Ward at 928-783-8911.

Minutes prepared by:

Crystal Figueroa, Accountant II/
Executive Assistant, YMPO

Minutes approved in regular session on
May 31, 2018

Minutes reviewed to form by:

Paul D. Ward, Executive Director
Yuma Metropolitan Planning Organization

Mayor Cecilia McCollough, Chairwoman
YMPO Executive Board

**Yuma Metropolitan Planning Organization
Income Expenditure (Budget Performance) Report
April 2018**

| | Apr 18 | Jul '17 - Apr 18 | Budget | % of Budget |
|--|------------------|-------------------|---------------------|----------------|
| Income | | | | |
| 4000 · ADOT Grant | | | | |
| 4001 · PL | 0.00 | 168,435.99 | 443,614.00 | 37.97% |
| 4002 · SPR | 0.00 | 87,382.18 | 252,569.00 | 34.6% |
| 4003 · HSIP | 0.00 | 0.00 | 87,000.00 | 0.0% |
| Total 4000 · ADOT Grant | 0.00 | 255,818.17 | 783,183.00 | 32.66% |
| 4010 · FTA Grant | | | | |
| 4020 · 5303/5305 | 0.00 | 32,886.33 | 184,520.00 | 17.82% |
| 4021 · 5304 | 0.00 | 0.00 | 0.00 | 0.0% |
| Total 4010 · FTA Grant | 0.00 | 32,886.33 | 184,520.00 | 17.82% |
| 4050 · ADEQ Grant | 0.00 | 0.00 | 10,000.00 | 0.0% |
| 4055 · 5310 Funds | 0.00 | 42,539.51 | 90,000.00 | 47.27% |
| 4200 · YMPO UPWP Dues | 0.00 | 468.72 | | |
| 4400 · Interest Income | 941.40 | 12,452.07 | 14,378.00 | 86.61% |
| Total Income | 941.40 | 344,935.41 | 1,082,081.00 | 31.88% |
| Expenditures | | | | |
| 5110 · Payroll Expenses | | | | |
| 5111 · Fringe Benefits | 1,657.33 | 17,362.31 | 24,645.78 | 70.45% |
| 5112 · Part Time Staff-Salaries | 5,867.34 | 37,443.56 | 86,331.00 | 43.37% |
| 5113 · Full Time Staff-Salaries | 15,901.68 | 193,575.84 | 235,835.00 | 82.08% |
| 5115 · Health Insurance-ER Portion | 3,850.00 | 32,340.00 | 37,116.00 | 87.13% |
| 5116 · ASRS | 2,084.80 | 22,971.90 | 29,400.87 | 78.13% |
| 5117 · Workman's Comp Insurance | 0.00 | 1,205.00 | 1,385.31 | 86.98% |
| 5118 · FUTA Payroll Expense | 35.00 | 361.61 | 1,933.00 | 18.71% |
| 5119 · AZ SUI Expense | 0.00 | 778.60 | 0.00 | 100.0% |
| 5120 · Life Insurance | 104.00 | 1,040.00 | 1,248.00 | 83.33% |
| Total 5110 · Payroll Expenses | 29,500.15 | 307,078.82 | 417,894.96 | 73.48% |
| 5123 · Consulting Services | 0.00 | 46,600.13 | 410,216.55 | 11.36% |
| 5124 · Staff Training/Education | 0.00 | 5,033.80 | 16,500.00 | 30.51% |
| 5125 · Audit and Accounting | 10,000.00 | 46,733.00 | 41,700.00 | 112.07% |
| 5126 · Payroll Processing Fees | 336.10 | 3,730.06 | 4,114.00 | 90.67% |
| 5131 · Data Process, Software, Hardware | 0.00 | 9,926.81 | 15,000.00 | 66.18% |
| 5132 · Furniture and Equipment | 0.00 | 3,451.37 | 4,000.00 | 86.28% |
| 5140 · Legal | 0.00 | 468.75 | 6,776.00 | 6.92% |
| 5150 · IT Support | 0.00 | 182.70 | 900.00 | 20.3% |
| 5151 · Building, Contents Insurance | 0.00 | 3,990.74 | 4,550.00 | 87.71% |
| 5152 · Equipment Maintenance | 0.00 | 459.87 | 650.00 | 70.75% |
| 5153 · Office Supplies | 94.60 | 1,740.35 | 5,000.00 | 34.81% |
| 5154 · Postage | 0.00 | 106.39 | 800.00 | 13.3% |
| 5155 · Printing | 0.00 | 926.36 | 1,000.00 | 92.64% |
| 5157 · Publications, Subscriptions | 0.00 | 205.67 | 1,500.00 | 13.71% |
| 5158 · Registration Fees | 0.00 | 3,020.00 | 5,000.00 | 60.4% |
| 5159 · Special Meetings | 0.00 | 15.00 | 4,000.00 | 0.38% |

**Yuma Metropolitan Planning Organization
 Income Expenditure (Budget Performance) Report
 April 2018**

| | Apr 18 | Jul '17 - Apr 18 | Budget | % of Budget |
|---|-------------------|-------------------------|---------------------|--------------------|
| 5160 · Telecommunications | 606.63 | 6,810.41 | 11,000.00 | 61.91% |
| 5162 · Vehicle Insurance | 0.00 | 4,324.74 | 6,000.00 | 72.08% |
| 5163 · Vehicle Maint., Repairs, Parts | 36.00 | 2,644.87 | 3,000.00 | 88.16% |
| 5164 · YMPO Memberships & Dues | 0.00 | 2,021.71 | 3,500.00 | 57.76% |
| 5165 · Finance Charges and Interest | 3.50 | 196.01 | 500.00 | 39.2% |
| 5166 · Website Maintenance | 68.00 | 341.99 | 2,000.00 | 17.1% |
| 5167 · Miscellenous Consumables | 0.00 | 666.71 | 0.00 | 100.0% |
| 5169 · Miscellaneous-Expense | 18.05 | 451.11 | 0.00 | 100.0% |
| 5171 · Alarm System | 93.00 | 466.93 | 497.00 | 93.95% |
| 5172 · Lease | 0.00 | 18,306.00 | 33,000.00 | 55.47% |
| 5173 · Electric Bill | 715.00 | 5,542.00 | 9,000.00 | 61.58% |
| 5174 · Grounds Maintence | 160.00 | 1,985.42 | 2,700.00 | 73.53% |
| 5175 · Janitorial | 300.00 | 3,150.00 | 4,500.00 | 70.0% |
| 5179 · Office Building Repairs | | | | |
| 5181 · Pest Control | 96.00 | 379.00 | 500.00 | 75.8% |
| 5179 · Office Building Repairs - Other | 0.00 | 95.49 | 1,000.00 | 9.55% |
| Total 5179 · Office Building Repairs | 96.00 | 474.49 | 1,500.00 | 31.63% |
| 5180 · Office Water | 0.00 | 637.89 | 0.00 | 100.0% |
| 5182 · Sewer & Water | 66.06 | 880.25 | 900.00 | 97.81% |
| 5190 · Travel - Local & Outside County | 919.76 | 7,633.96 | 10,000.00 | 76.34% |
| 5191 · Travel- Local Fuel Charges | 552.07 | 2,314.32 | 4,000.00 | 57.86% |
| 5630 · T530 Traffic Count Equipment | 0.00 | 3,067.61 | 3,575.00 | 85.81% |
| Total Expense | 43,564.92 | 495,569.24 | 1,035,273.51 | 47.87% |
| Net Ordinary Income | -42,623.52 | -150,633.83 | 46,807.49 | -321.82% |
| Other Income | | | | |
| 9200 · In-Kind Match Expenses | 0.00 | 0.00 | 158,845.00 | 0.0% |
| Net Other Income | 0.00 | 0.00 | -6,053.00 | 0.0% |
| Net Income | -42,623.52 | -150,633.83 | 40,754.49 | -369.61% |

- The amount for YMPO dues is pending further action
- Unexpected unemployment, will budget for in the future.
- These expenses covered by Local funds, which are not programed in the budget

| | |
|--|-----------------------|
| 10000 - Wells Fargo - YMPO General Account | \$25,782.36 |
| 10009 - Wells Fargo - YMPO Payroll Account | \$35,830.74 |
| 10100 - Yuma County Treasurer - YMPO Account | \$1,471,628.95 |
| | \$1,599,816.03 |

YMPO INFORMATION SUMMARY for Agenda Item #5 **Resolution For a BUILD Grant Application for City of Yuma/YCIPTA.**

DATE: May 21, 2018.

SUBJECT: Resolution in Support of a BUILD Grant Application for the City of Yuma and YCIPTA.

SUMMARY:

During the September 2017, Executive Board meeting, the Board adopted a Resolution in support of a Transportation Investment Generating Economic Recovery (TIGER) Grant for the development of the YMPO region's first Multi-Modal Transportation Center, located at the Hotel Del Sol in downtown Yuma. Unfortunately, the application was not successful. The TIGER Grant funding category has now been replaced by the Better Utilizing Investments to Leverage Development (BUILD) Grant and the City of Yuma and the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) have requested additional support for a similar application for a BUILD Grant for the same project.

The Center is part of an ambitious economic revitalization plan for the region, where the unemployment rate is extremely high. The new Center will strengthen the mobility and safety of citizens, consolidate several modes of transportation at one location, transform the heart of the City, and most of all, support the movement of citizens to and from school and work as they pursue opportunities to improve their quality of life. Businesses located in downtown Yuma will directly benefit as citizens and tourists are provided with more robust transportation alternatives.

The Center will include, at a minimum, bus bays for Greyhound and Yuma County Area Transit vehicles, a renovated pedestrian pathway to the Amtrak platform, an indoor passenger waiting area with ticketing kiosks, waiting areas for bus, rail and taxi/shuttle providers, and office space for Yuma County Intergovernmental Public Transportation Authority. The location of the project will also provide efficient access to jobs and services by enhancing transit access to the historic downtown, one of the community's largest job centers with thousands of City, County, and Federal employees working in the area. Other benefits of the project include an expected reduction of congestion and environmental impacts from single vehicle traffic while providing residents with alternative methods of transportation to augment the automobile.

The total project cost of the Center is estimated to be \$18.51 million. Of this total, the City is prepared to contribute an estimated \$3.88 million; providing a non-federal match of 20 percent of the total project cost. The investment will promote transportation change, help create opportunities for citizens to advance their lives educationally, professionally, and economically, support job creation, enhance job transportation opportunities for low-income citizens, and stimulate the economic development of one of the nation's most economically distressed areas.

A Letter of Support and a Draft Resolution are attached for review, comment and possible action as outlined below.

PUBLIC INPUT:

There have been no public comments on this process, to date.

TECHNICAL & POLICY IMPLICATIONS:

TECHNICAL: A letter of support is usually viewed as a statement from the technical planners within a Metropolitan Planning Organization (MPO) that the project meets the criteria set for it in the Federal Notification of Funding Opportunity. A Resolution is an acknowledgement that the project receives wide political support for the project from the municipal agencies that form the MPO.

POLICY: Adopting a resolution similar to the attached document is the highest possible supporting mechanism that YMPO can provide as an agency.

ACTION NEEDED:

This item is on the agenda for information, discussion, and possible action to either approve the sending of a letter of support and/or to adopt a Resolution supporting the request.

PRIOR BOARD/COMMITTEE ACTIONS:

At their meeting at the City of Somerton, New City Hall, on September 28, 2017, the Board adopted a Resolution supporting a TIGER Grant for the same project.

MEMBERS ATTENDING:

| | |
|---|---|
| Gary Knight, Yuma, Chairman | ^ William "Bill" Craft, Yuma, Member |
| Cecilia McCollough, Wellton, Vice Chair | J. Deal Begay, Jr., Cocopah Tribe, Member |
| Jose Yepez, Somerton, Treasurer | ^ Jacob Miller, Yuma, Member |
| Maria Ramos, San Luis, Member | ^ Martin Porchas, Yuma Co., Member |
| Paul Patane, ADOT, Member | |
| Lynne Pancrazi, Yuma Co., Member | |

^ Those members not present but represented by proxy.

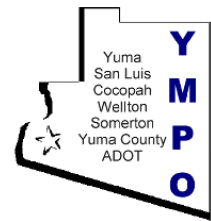
CONTACT PERSON:

Paul Ward, Executive Director, 928-783-8911

Yuma Metropolitan Planning Organization

502 S. Orange Ave.
Yuma, Arizona 85364
www.ympo.org

Phone: (928) 783-8911
Fax: (928) 329-1674



*Local Governments and
Citizens Working Together*

YUMA METROPOLITAN PLANNING ORGANIZATION RESOLUTION NO. 143

A RESOLUTION OF THE YMPO EXECUTIVE BOARD SUPPORTING THE BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) APPLICATION BEING SUBMITTED BY THE CITY OF YUMA

Whereas: The Yuma Metropolitan Planning Organization (YMPO) has the responsibility for conducting the area-wide continuing, comprehensive, and cooperative transportation system planning program and must maintain the regional transportation system plan and short-range transportation improvement program on a current basis pursuant to Section 134 of Title 23, and the *Urban Mass Transportation Act of 1964*, as amended (most recently) by the *Fixing America's Surface Transportation (FAST) Act of 2015*; and

Whereas: On May 26, 1994 the YMPO adopted a system of Regionally Significant Routes to assist in the definition of Regionally Significant Projects; and

Whereas: The joint Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) Metropolitan Transportation Planning regulations, call for production of a Transportation Improvement Program (TIP), including an Annual (or Biennial) Element; and

Whereas: The YMPO's TIP is a central program management tool for structuring metropolitan transportation programs and reflects the integrated nature of the regional transportation system; and

Whereas: The YMPO reviews the roadway, transit, and bicycle/pedestrian improvement programs prepared by the member agencies for correlation, and advises the member jurisdictions concerned of any conflicts, and prepares, as a coordinated composite of local programs, a TIP for the Yuma region; and

Whereas: The YMPO's Technical Advisory Committee and Executive Board, consisting of local and state officials, are involved in a process to annually coordinate the preparation of the regional TIP; and

Whereas: The YMPO, the State's Governor's designee, FHWA and FTA, in cooperation with the Environmental Protection Agency (EPA), have approved the 2018 Air Quality Conformity Analysis, the FY 2018-2041 YMPO Regional Transportation Plan, the FY 2018-2022 YMPO TIP, and the 2010 PM-10 Nonattainment Area State Implementation Plan (SIP); and

Whereas: The project supported in this BUILD Application, is consistent with the TIP, approved June 29, 2017 and the Transportation Policy Framework of goals, objectives, and policies, also approved on June 29, 2017; and

Whereas: The YMPO HEREBY CERTIFIES that the metropolitan transportation planning process is being carried on in conformance with all applicable requirements of 23 U.S.C. 134, and as amended by the FAST Act of 2015; and the 1990 Clean Air Act Amendments; and

Whereas: The YMPO FURTHER CERTIFIES that the Metropolitan Transportation Planning Program is being performed to satisfy the following federal regulations:

1. Statewide/Metropolitan Planning (Final Rule); and
2. Air Quality Conformity (Final Rule); and
3. Management, and Monitoring System (Final Rule).

NOW, THEREFORE, BE IT RESOLVED that the Yuma Metropolitan Planning Organization does HEREBY SUPPORT the City of Yuma BUILD Grant Application for the Regional Multimodal Transportation Center in downtown Yuma, Arizona.

ADOPTED AND SIGNED this 31st day of May, 2018.

Cecilia McCollough, Chairwoman
Yuma Metropolitan Planning Organization
Mayor, Town of Wellton

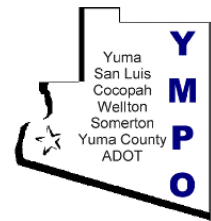
Attest:

Paul D. Ward, P.E., Executive Director
Yuma Metropolitan Planning Organization

Yuma Metropolitan Planning Organization

502 S. Orange Ave.
Yuma, Arizona 85364
www.ympo.org

Phone: (928) 783-8911
Fax: (928) 329-1674



*Local Governments and
Citizens Working Together*

May 8, 2018

The Honorable Elaine L. Chao, Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Dear Secretary Chao:

I am the Executive Director of the Yuma Metropolitan Planning Organization (YMPO) and, therefore, a leading regional partner in transportation planning for the Yuma Urbanized area and the Yuma County planning area. As such, I am writing in support of an application by the City of Yuma, Arizona (the City) for an estimated \$11,975,691 Better Utilizing Investments to Leverage Development (BUILD) Transportation Grant to help support the development of a Multi-Modal Transportation Center (Center) in downtown Yuma.

The Center is part of an ambitious economic revitalization plan for the region, where the unemployment rate is extremely high. The new Center will strengthen the mobility and safety of citizens, consolidate several modes of transportation at one location, transform the heart of the City, and most of all, support the movement of citizens to and from school and work as they pursue opportunities to improve their quality of life. Businesses located in downtown Yuma will directly benefit as citizens and tourists are provided with more robust transportation alternatives.

The Center will include, at a minimum, bus bays for Greyhound and Yuma County Area Transit vehicles, a renovated pedestrian pathway to the Amtrak platform, an indoor passenger waiting area with ticketing kiosks, waiting areas for bus, rail and taxi/shuttle providers, and office space for Yuma County Intergovernmental Public Transportation Authority. The location of the project will also provide efficient access to jobs and services by enhancing transit access to the historic downtown, one of the community's largest job centers with thousands of City, County, and Federal employees working in the area. Other benefits of the project include an expected reduction in congestion and of environmental impacts from single occupancy vehicle traffic, while providing residents with alternative methods of transportation to augment the automobile.

The total project cost of the Center is estimated to be \$18.51 million. Of this total, the City is prepared to contribute an estimated \$3.88 million; providing a non-federal match of 20 percent of the total project cost. The investment will promote transportation change, help create opportunities for citizens to advance their lives educationally, professionally, and economically, support job creation, enhance job transportation opportunities for low-income citizens, and stimulate the economic development of one of the nation's most economically distressed areas.

I express my strong support for the Center project as we work to advance and improve the quality of life within the Yuma region. These efforts would not be made possible without the partnerships forged within the City and County of Yuma. These agencies support and share our vision of being a more livable and sustainable community, providing insight and expertise to augment the resources and enthusiasm of our citizens. I would greatly appreciate your careful consideration of this grant application by the City of Yuma.

Yours Sincerely,

Paul D. Ward, P.E., Executive Director
Yuma Metropolitan Planning Organization

YMPO INFORMATION SUMMARY for Agenda Item #6

TIP Federal Funding Reimbursement

DATE: May 21, 2018.

SUBJECT: Loaning a TIP Federal Funding Reimbursement to ADOT.

SUMMARY:

YMPO receives \$1,080,229 in STBG (Formerly STP) Apportionments discretionary funds each year for programming on TIP projects. Projects may use these federal funds for ALL phases in the project cycle, pre-design (scoping), design, acquiring rights of-way, utilities and construction. They tend to be mainly used for the design and construction phases of projects. However, once a project has been constructed, it sometimes takes several years for the project to finalize. This is primarily due to a close out documentary process, warranty periods on some items, and lawsuits on others.

Nevertheless, when projects close out, they often release federal funds back to the region that initiated the project. Depending on when these funds are released, this can cause problems with utilizing these released funds. Generally, if they are released early in the fiscal annual cycle, they can be allocated to advance future year projects, or can be used to allocate new funds for projects which have run over budget.

When they are released later in the fiscal year, ADOT usually offers to “borrow” the funds and uses them on ADOT projects in the current fiscal year. However, ADOT then “carries forward” the funds into the next fiscal year and returns them back to the MPO at the beginning of the fiscal year.

PUBLIC INPUT:

No public comments were made for this process

TECHNICAL & POLICY IMPLICATIONS:

TECHNICAL: If more time is available, member agencies have more options for using the funds available. However, due to the short time-frame involved, “loaning” these recently released funds to ADOT is the only realistic option. The YMPO TAC normally decides if the funds can be used on a project that is in need of extra funds, but in this case it is too late in the Fiscal Year to Program these funds.

POLICY: There are no policy implications in this request.

ACTION NEEDED:

This item is on the agenda for information, discussion, and action to approve the Loan of YMPO Obligation Authority and Funds to ADOT for return in FY 2019.

PRIOR BOARD/COMMITTEE ACTIONS:

Last time we “loaned” federal funds to ADOT was:

MEMBERS ATTENDING:

| | |
|---|---|
| Gary Knight, Yuma, Chairman | William “Bill” Craft, Yuma, Member |
| Cecilia McCollough, Wellton, Vice Chair | J. Deal Begay, Jr., Cocopah Tribe, Member |
| * Jose Yepez, Somerton, Treasurer | ^ Jacob Miller, Yuma, Member |
| Maria Ramos, San Luis, Member | Martin Porchas, Yuma Co., Member |
| Paul Patane, ADOT, Member | |
| Lynne Pancrazi, Yuma Co., Member | |

* Those members neither present nor represented by proxy.

^ Those members not present but represented by proxy.

CONTACT PERSON:

Paul Ward, Executive Director, 928-783-8911

YMPO INFORMATION SUMMARY for Agenda Item #7

FY 2018-2022 YMPO TIP Amendment #4

DATE: May 21, 2018.

SUBJECT: FY 2018-2022 YMPO Transportation Improvement Program (TIP) Amendment #4.

SUMMARY:

The City of San Luis has a Highway Safety Improvement Program (HSIP) federally funded project programmed in the current year of the TIP and the original intent is to complete the project as a “design build” type of project. ADOT has requested the City to split the project into two phases, for design and construction, and that both of these phases should be listed as separate projects in the current TIP. The project changes being proposed are shown in the attached Table One. The amount needed is slightly reduced, but ADOT has through the loan process as mentioned in an earlier agenda item to return the difference in the funds to the YMPO account following the adjustment. There is no effect on the air quality conformity analysis and no change in fiscal years. A TIP Amendment/Administrative Adjustment is needed to accomplish this splitting of the original project.

PUBLIC INPUT:

No public comments were made for this process.

TECHNICAL & POLICY IMPLICATIONS:

TECHNICAL: The request is, officially, an Administrative Adjustment, but we follow almost all of the steps needed for a TIP Amendment. This normally would go in front of the YMPO TAC, but there needed to be an amendment to correctly process this project for construction.

POLICY: There are no policy implications regarding this particular request.

ACTION NEEDED:

This item is on the agenda for information, discussion and possible approval of the FY 2018-2022 YMPO TIP Amendment #4 for submittal to ADOT for approval by the Governor’s designee and an eventual amendment to/adjustment of the ADOT STIP.

PRIOR BOARD/COMMITTEE ACTIONS:

The TIP was originally approved during the June 29, 2017, Executive Board meeting and was amended in September and December 2017, and most recently in February 2018. The Technical Advisory Committee were consulted prior to each action by the Board and matching recommendations for approval were made by them during the same months. All TAC recommendations and Board approvals were unanimous. Details of attendance and voting during those meetings can be provided, upon request.

CONTACT PERSON:

Charles Gutierrez, Senior Planning/Mobility Manager, 928-783-8911

Table One - Proposed Amendment #4 to the FY 2018-2022 YMPO TIP

The following project in the FY 2018-2022 YMPO TIP will be deleted:

Agency: City of San Luis

| TIP # | Project | Description | Fund Type | Local \$ | Federal \$ | Total \$ |
|--------------|---|--|------------------|-----------------|-------------------|-----------------|
| SL-18-01C | Juan Sanchez Blvd: 10th Ave to SR 195 (Ave E) | Design and Construct Safety Improvements | HSIP | \$0 | \$320,910 | \$320,910 |

And will be replaced by the following two projects:

Agency: City of San Luis

| TIP # | Project | Description | Fund Type | Local \$ | Federal \$ | Total \$ |
|--------------|---|-------------------------------|------------------|-----------------|-------------------|-----------------|
| SL-18-01D | Juan Sanchez Blvd: 10th Ave to SR 195 (Ave E) | Design Safety Improvements | HSIP | \$0 | \$95,000 | \$95,000 |
| SL-18-01CR | Juan Sanchez Blvd: 10th Ave to SR 195 (Ave E) | Construct Safety Improvements | HSIP | \$0 | \$223,374 | \$223,374 |

YMPO INFORMATION SUMMARY for Agenda Item #8

UPWP Matching Funds Policy and Procedure

DATE: May 21, 2018.

SUBJECT: Matching Funds in the Unified Planning Work Program.

SUMMARY: YMPO develops a Unified Planning Work Program and Annual Budget (UPWP/B) each year. The UPWP/B is largely federally funded, the federal funds often have different match rates and member agencies are responsible for providing the appropriate local funds to match the federal funds. These local matching funds can be in the form of In-Kind Services or Cash.

YMPO member agencies have reviewed and discussed this item twice in the previous year and YMPO has recently sent out revised requests for payment of the member agency dues for the current fiscal year. The most recent requests are primarily based on procedures used in prior years and the new procedure will guide the funds needed for next fiscal year and onwards.

“In-Kind” contributions come from member agency staff, materials, and services. They must be tracked and quantified by work element and by task. The UPWP must identify the anticipated in-kind contributions, including narrative descriptions of the services provided and the organizations that provide the in-kind services. To date, the tracking of in-kind contributions has not been as detailed as it could be (or should be) and has not been taken to the extent that it should be. The new procedure offers further suggestions as to how the region can increase the amount of in-kind contributions and how they should be tracked.

As it is impossible to predict how many member agency staff members will attend meetings, the precise amount of in-kind contributions are always used in arrears. So, for the FY 2019 UPWP, we use what the in-kind contribution records have been for FY 2018.

The process is summarized as follows:

- (1) Compare the current UPWP to the future program;
- (2) Estimate the brought forward amounts from the previous year;
- (3) Estimate the “new” funds that are expected to be made available;
- (4) Distinguish between the “old” and “new” funds;
- (5) Estimate the cash matching funds charged to members, for the OLD funds;
- (6) Add both old funds and new funds are added together;
- (7) Calculate the total matching funds on the combined Old and New funds;
- (8) Deduct the total amount of In-kind funds from last year;
- (9) Deduct the total amount of Cash from the deferred funds as in step (5);
- (10) This results in the Cash matching funds for the new year.
- (11) The Cash total is split between member agencies based on the most recent population estimates available from the State Office of Economic Opportunity;
- (12) Estimates are sent to member agencies for budget preparation.

Steps (1) through (11) usually occur during the January through March. costs. By October of each year, the UPWP fiscal year has closed out, all the requests for reimbursement have been submitted; the precise amounts of new federal funds allocations are known, and the latest State population estimates are available. At this point a UPWP Amendment often occurs, to reflect the new funds and the status of carry forward funds. Final revisions are made, and new invoices are sent to member agencies.

PUBLIC INPUT:

No public comments were made for this process.

TECHNICAL & POLICY IMPLICATIONS:

TECHNICAL: There is no direct procedure available in YMPO Guidelines, Policies and/or Procedures. Ippon approval, this will be included in the YMPO P&P.

POLICY: There are no policy implications regarding this particular request.

ACTION NEEDED:

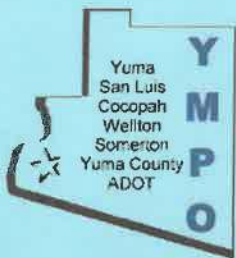
This item is on the agenda for information, discussion, and possible action to approve a procedure for deciding how to forecast in-kind local matching funds and to estimate and calculate the cash matching funds (local dues) needed to match the federal funds included in the YMPO UPWP each year.

PRIOR BOARD/COMMITTEE ACTIONS:

The TIP was originally approved during the June 29, 2017, Executive Board meeting and was amended in September and December, 2017, and most recently in February, 2018. The Technical Advisory Committee were consulted prior to each action by the Board and matching recommendations for approval were made by them during the same months. All TAC recommendations and Board approvals were unanimous. Details of attendance and voting during those meetings can be provided, upon request.

CONTACT PERSON:

Paul Ward, Executive Director, 928-783-8911



EXECUTIVE BOARD REGULAR MEETING MINUTES

Local Governments & Citizens Working Together

**Executive Board
Regular Meeting
Thursday, May 31, 2018
1:33 p.m.**

**Cocopah Resort and Conference Center
15268 South Avenue B
Somerton, Arizona 85364**

1. Call to Order and the Pledge of Allegiance.

YMPO Chairwoman Cecilia McCollough called the Executive Board (the Board) meeting of the Yuma Metropolitan Planning Organization (YMPO) to order at 1:33 p.m. She called on the Mayor of the City of Somerton, Jose Yepez, to lead the Pledge of Allegiance.

2. Roll Call Attendance.

The YMPO Executive Assistant/Accountant II, Crystal Figueroa, called the roll as follows:

YMPO Executive Board Members Present:

| | |
|------------|--|
| Chairwoman | Cecilia McCollough, Mayor, Town of Wellton |
| Vice Chair | Jose Yepez, Mayor, City of Somerton |
| Member | Maria Ramos, Vice-Mayor, City of San Luis (by telephone) |
| Member | Paul Patane, ADOT SW District Engineer |
| Member | Lynne Pancrazi, Board of Supervisors, Yuma County |
| Member | Karen Watts, Councilmember, City of Yuma |

YMPO Executive Board Members Absent:

| | |
|---------------------|---|
| Member | Jacob Miller, Councilmember, City of Yuma |
| Secretary/Treasurer | J. Deal Begay, Jr., Vice-Chairman, Cocopah Indian Tribe |
| Member | Gary Knight, Deputy Mayor, City of Yuma |
| Member | Martin Porchas, Board of Supervisors, Yuma County |

As members from six, of the seven, constituent member agencies were present, the quorum requirement was met.

YMPO Staff Present:

| | |
|--------------------|-------------------|
| Executive Director | Paul Ward |
| Senior Planner | Charles Gutierrez |
| Accountant II | Crystal Figueroa |

Additional Attendees:

| | |
|--------------|-------------|
| Susan Thorpe | Yuma County |
| Blake Herzog | Yuma Sun |

Declaration of Votes.

Councilmember Karren Watts submitted to Mr. Paul Ward, YMPO Executive Director, proxy letters from Councilmember Jacob Miller and Deputy Gary Knight, she declared her proxy vote for a total of five votes for the City of Yuma.

3. Call to the Public

No public members addressed the Board.

4. Consent Agenda

- A. Approval of April 26, 2018, Board Meeting Minutes.
- B. YMPO Income and Expenditure Report for April 2018.

MOTION: Vice Chair Yepez moved to approve the consent agenda, as presented. Supervisor Pancrazi seconded, and the consent agenda was unanimously approved.

5. Resolution in Support of a BUILD Grant Application for the City of Yuma and YCIPTA.

YMPO Executive Director Paul Ward presented on the Better Utilizing Investments to Leverage Development (BUILD) Grant, replacing the TIGER Grant. He reminded members that YMPO had originally adopted a Resolution in support of a TIGER Grant application for the development of the YMPO region's first Multi-Modal Transportation Center during the September 2017 Board meeting. He mentioned that the City of Yuma and the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) have requested additional support for the similar application for a BUILD Grant for the same project in the form of a letter of support and a draft resolution.

Paul Patane, the ADOT Southwest District Engineer, asked if there were any other local governments within the YMPO region applying for the same funding. Mr. Ward mentioned that the City of San Luis may apply for funding improvements in their City. San Luis Vice-Mayor Maria Ramos confirmed that the City of San Luis were looking to apply for improvements to Juan Sanchez Blvd. Mr. Patane, then asked if the City of Yuma and the City of San Luis would then be competing against each other for the same grant. Mr. Ward affirmed it would be a competitive situation within the region in this case if San Luis decided to apply for the BUILD Grant. He continued to explain that the request for the support letter came from the City of Yuma and YCIPTA for their application and it wouldn't be a question of money coming to the region and then dividing it.

The Chairwoman asked if there was a negative in promoting a letter of support for both. Mr. Ward mentioned he did not foresee a problem with supporting both applications equally if they are valid and carry the support of the public. At that point, Vice-Chair Jose Yepez recommended that the City of San Luis should submit their request for a letter of support to the YMPO Board. The Chairwoman asked for a motion approving a letter of support and adopting a Resolution supporting the City of Yuma and YCIPTA's request.

MOTION: Supervisor Pancrazi moved to approve the request for a BUILD letter of support and Resolution as requested. Councilmember Karen Watts seconded. The motion was unanimously approved, with Mr. Patane not voting.

6. TIP Federal Funding Reimbursement

Mr. Ward informed the Board that ADOT returned \$194,712.01 of Federal Funds back to the region. Since funds were released late in the fiscal year, ADOT has agreed to borrow the funds so the region doesn't 'lose' them and they will be returned by ADOT in the next fiscal year.

MOTION: Vice-Chair Yopez moved to approve the Loan of YMPO Obligation Authority and Funds to ADOT with their return in FY 2019. Vice Mayor Ramos seconded and the motion was unanimously passed.

7. FY 2018-2022 YMPO Transportation Improvement Program (TIP) Amendment #4

Mr. Ward presented on the FY 2018-22 YMPO Transportation Improvement Program (TIP) Amendment#4. He mentioned that currently, the City of San Luis has a Highway Safety Improvement Program (HSIP) federally funded project programmed in the current year of the TIP. The original intent was to complete the project as a "design-build" type of project but ADOT had suggested that the project should be moved forward in two separate phases, design and then construction. A TIP Amendment/Administrative Adjustment is needed to accomplish the splitting of the original project.

MOTION: Councilmember Ramos moved to approve Amendment #4 to the FY 2018-2022 YMPO TIP for submittal to ADOT. Councilmember Watts seconded, and the motion was unanimously approved.

8. Matching Funds in the Unified Planning Work Program

Mr. Ward presented to the Board with a formal procedure for deciding how to forecast In-Kind and Cash Matching Funds. He reminded members that he had made a similar presentation in the past, outlining the federal funds and the matching funds being split between "In-Kind" and "Cash" matching funds. The only slight difference was to emphasize that, in this process, the deduction of all the agencies' combined "In-Kind" matching funds from the total amount would occur BEFORE dividing the "Cash" matching funds between member agencies on a population basis. These "Cash" matching funds would form the annual dues for each member agency.

MOTION: Supervisor Pancrazi moved to approve the calculation of matching funds as explained during the presentation. Vice Mayor Ramos seconded, and the motion was unanimously approved.

9. Executive Director's Report/Summary of Current Events/Board Member Reports & Comments by Other Participants.

- A. Staff Reports.
- B. TAC Minutes.
- C. Conference Updates.
- D. MPO/COG Director/Planner Meeting.
- E. Rural Transportation Advocacy Council activities. Kevin Adams presented update.
- F. Projects - Economic Development and Transportation.
- G. FY 2018-41 YMPO Long-Range Transportation Plan.

10. Possible Future Agenda Items

- A. New FY 2019-2023 YMPO Transportation Improvement Program (TIP)
- B. Possible exchange of YMPO STBG funds with MAG CMAQ funds.
- C. Regional Transportation Conference – future process.

11. Progress Reports

- A. Apr 23 - YMPO Bike Study discussion with CivTech, Paul Ward and De'Laurien McKenzie attended.
- B. Apr 26 - YMPO Audit Committee meeting, Paul Ward and Crystal Figueroa attended.
- C. Apr 26 - YMPO Executive Board, Paul Ward, Crystal Figueroa, De'Laurien McKenzie and Melissa Ramos attended.
- D. Apr 30 - Discussion of future Studies with Stanley Consultants, Paul Ward and De'Laurien McKenzie attended.
- E. May 1 - Two Dust Control Working Groups held by ADEQ, Paul Ward attended.
- F. May 2 - Statewide ITS Architecture Workshop #1, Paul Ward and De'Laurien McKenzie participated by teleconference.
- G. May 7 - FTA 5310 Funds Application Panel Review of Projects, Charles Gutierrez provided input for the YMPO region.
- H. May 10 – YMPO TAC, Paul Ward, De'Laurien McKenzie, Melissa Ramos attended
- I. May 14 – Charles Gutierrez returns back to YMPO from Medical Leave
- J. May 14 – Southwest ADOT Coordination Meeting, Paul Ward and Charles Gutierrez attended
- K. May 14 – Review ADOT Contract, Paul Ward, Charles Gutierrez, Crystal Figueroa participated
- L. May 16 – OSHA Meeting/Training, Robert Aguilar attended
- M. May 16 – City of San Luis POE I & II Meeting, Paul Ward attended
- N. May 16 – City of San Luis Council Meeting, Paul Ward attended
- O. May 17 – Wilson & Co. & Y2K Engineering Briefing, Paul Ward, Charles Gutierrez, De'Laurien McKenzie attended
- P. May 18 – AZ State Transportation Board Meeting, Paul Ward attended
- Q. May 18 – Arizona State Retirement System meeting, Paul Ward attended
- R. May 23 – ADOT Bike/Ped Webinar, De'Laurien participated
- S. May 24 – Michael Baker International Bike/Ped Study discussion, Charles Gutierrez, participated

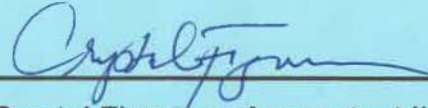
20. Adjournment.

There being no further business to discuss, the meeting was adjourned at 2:41 p.m.

Notice: In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, YMPO 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 YMPO programs, activities, or services, contact Paul Ward at 928-783-8911.

Preparation and Approval of Minutes:

Minutes prepared by:



Crystal Figueroa, Accountant II/
Executive Assistant, YMPO

Minutes approved in regular session on
July 26, 2018

Minutes reviewed to form by:



Paul D. Ward, Executive Director
Yuma Metropolitan Planning Organization



Mayor Cecilia McCollough, Chairwoman
YMPO Executive Board



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4. I.

Meeting Date: 07/08/2020

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Assistant to Council/PIO, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: Amberly's Place provides a Crisis Response Sexual Assault/Domestic Violence/Child Abuse Advocate to coordinate services and reduce trauma to all primary and secondary victims and their families as may be referred by the San Luis Police Department on a twenty-four (24) hour per day, seven (7) days per week basis.

Amount: The city has entered into agreements with Amberly's Place, Inc. in past years and has already budgeted funds in the amount of **\$42,000.00** for services to continue until the end of the Fiscal Year 2020-2021.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO RATIFY AND APPROVE THE CONTRACT WITH AMBERLY'S PLACE IN THE AMOUNT OF \$42,000.00.

N/A

Fiscal Impact

| | |
|---|--|
| IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: | Yes |
| CITY/STATE/FEDERAL FUNDS: | City |
| TOTAL: | \$42,000.00 |
| BUDGETED AMOUNT: | N/A |
| AVAILABLE AMOUNT TO TRANSFER: | No transfer required |
| ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: | 100-110-80000 CONTRACTUAL SERVICES/ \$395,146.42 |

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

These funds are budgeted in FY 2020-21.

Attachments

AGREEMENT

This agreement ("Agreement") is effective July 1, 2020, and entered into by and between the City of San Luis, Arizona, a municipal corporation of the State of Arizona, at City of San Luis c/o City Manager 1090 East Union Street, San Luis, Arizona 85336 and P.O. Box 1170 San Luis, Arizona 85349 (Mailing address by U.S. Postal Service) "CITY" and AMBERLY'S PLACE, INC., a nonprofit organization, at Amberly's Place, Inc. c/o Executive Director, 1310 S. 3rd Avenue, Yuma, Arizona 85364, "AMBERLY'S PLACE." The CITY and AMBERLY'S PLACE may be referred to singularly as the "Party" and collectively as the "Parties."

WHEREAS, AMBERLY'S PLACE was established in 2000 as a safe haven for victims of domestic violence, sexual assault and child victim crimes; and

WHEREAS, AMBERLY'S PLACE provides a service vital to the health and welfare to the residents of the CITY; and

WHEREAS, the CITY is desirous of supporting AMBERLY'S PLACE;

NOW, THEREFORE, the Parties in consideration of the above recitals and these mutual covenants and stipulations, agree:

I. PERFORMANCE

AMBERLY'S PLACE agrees to perform:

A. On a twenty-four (24) hours per day, seven (7) days per week basis provide a Crisis Response Sexual Assault/Domestic Violence/Child Abuse Advocate to coordinate services and reduce trauma to all primary and secondary victims and their families as may be referred by the San Luis Police Department.

B. Coordinate with the San Luis Police Department to provide medical exams for child abuse and sexual assault victims.

C. Provide access to a victim-friendly center (AMBERLY'S PLACE) for all victims of sexual assault, domestic violence, and child victim crimes.

D. Seek grants and corporate sponsorships to improve and expand available services.

E. Maintain accurate records of all monies received and disbursed. AMBERLY'S PLACE shall maintain an accounting system which complies with generally accepted accounting principles, including, but not limited to, SOP 78-10, FASB 116 and 117 as issued by the American Institute of Certified Public Accountants, and with the AICPA Audit Guide for Non-profit

July 1, 2020 through June 30, 2021

Page 1 of 9

Corporations and shall separately account for all funds provided by the CITY under this Agreement.

F. Annually provide the CITY with names and addresses of officers or directors, bylaws, and articles of incorporation and amendments thereof for AMBERLY'S PLACE. If any change of officer occurs and/or director, bylaws or articles of incorporation, AMBERLY'S PLACE shall also provide notice of the change within thirty (30) days thereafter. All documentation required by this Agreement shall be reviewed by AMBERLY'S PLACE'S Board of Directors prior to submission and shall be filed with the City Clerk within thirty (30) days after the period stated. The required reports and records are set forth:

1. Quarterly records of revenue and disbursements of monies received from the CITY, and

2. A semiannual status report regarding monies received for the CITY. The report shall contain analytical memoranda which:

- (a) Lists travel activities;
- (b) Lists capital expenditures;
- (c) Describes the results of activities and expected achievements;
- (d) Describes program effectiveness;

G. The City Manager may also require AMBERLY'S PLACE to provide a brief monthly statement or status report in an agreed-upon form.

H. To assess the impact of the efforts of the AMBERLY'S PLACE, the CITY shall evaluate AMBERLY'S PLACE'S performance relative to the performance criteria set forth herein. And additional information desired by the CITY, which is relevant and necessary to the CITY'S evaluation shall be provided by AMBERLY'S PLACE.

II. THE CITY SHALL PROVIDE THE FOLLOWING

A. Provide funds as directed by the City Council to AMBERLY'S PLACE for the amount provided in this Agreement, unless terminated as provided in this Agreement, that amount which is provided in the annual budget of the CITY. Such sum is to be disbursed monthly.

B. The method of payment shall be:

1. AMBERLYS PLACE shall submit a request for payment monthly to the CITY'S Director of Finance detailing the proposal's expenditures and the actual expenditures to date.
 2. Upon approval of the request for payment by the CITY, the CITY'S Director of Finance shall make payments within fifteen (15) days to AMBERLYS PLACE, excepts as provided in subsection C below.
- C. The CITY may withhold payment, in whole or in part, as may be necessary to protect it from loss because of:
1. AMBERLYS PLACE'S failure to render acceptable services, as stated in the performance criteria of Section I, Performance. The City Manager, or designee, shall investigate and monitor the quality of AMBERLYS PLACE'S services to determine whether such services are acceptable. Upon determination by the City Manager that acceptable services are not being rendered, the City Manager shall notify AMBERLYS PLACE of the specific deficiencies in performance and provide a reasonable time for AMBERLYS PLACE to rectify said deficiencies. In no event shall such time to rectify exceed ninety (90) days. Whether or not AMBERLYS PLACE'S services are acceptable will be the CITY'S exclusive decision.
 2. AMBERLYS PLACE'S failure to supply information, records or reports as required.
 3. AMBERLYS PLACE'S failure to comply with documentation requirements or accounting procedures.
 4. AMBERLYS PLACE'S failure to allocate money received from the CITY for the purpose described in this Agreement.

III. FINANCIAL SUPPORT AND TERM OF AGREEMENT

- A. The term of the Agreement shall be for one year commencing on July 1, 2020, and ending on June 30, 2021.

- B. The CITY agrees to pay AMBERLY'S PLACE \$42,000.00 for services to be provided by AMBERLY'S PLACE under this Agreement during the CITY's fiscal year 2020-2021.
- C. Funding of the Agreement shall be subject to the annual appropriation of funds for this activity by the City Council under the required budget process of the CITY.
- D. AMBERLY'S PLACE may request and receive, as available, from the Finance Department of the CITY, certain specified CITY surplus items as required for AMBERLY'S PLACE'S operations. Determination of which surplus items are available to AMBERLY'S PLACE shall be at the sole discretion of the CITY.
- E. Renewal of this Agreement beyond will be contingent upon AMBERLY'S PLACE performance under this Agreement. If AMBERLY'S PLACE'S performance does not, in all material respects, meet the minimum requirements as described in Section I, Performance of this Agreement, this Agreement may not be renewed by the City Council.
- F. Nothing in this Agreement shall preclude the CITY from contracting separately with AMBERLY'S PLACE for services to be provided besides those provided in this Agreement upon terms and conditions to be negotiated by the CITY and AMBERLY'S PLACE.

IV. TERMINATION

This Agreement may be terminated by the CITY before the end of the term of this Agreement if any of the following occur:

- A. With cause, by providing ninety (90) day notice to AMBERLY'S PLACE. Prior to such termination, the CITY shall notify AMBERLY'S PLACE of the specific grounds for termination and provide a reasonable time for remedial action by AMBERLY'S PLACE. In no event shall such time to remedy exceed ninety (90) days.
- B. By mutual written consent of both Parties.
- C. For breach or default by AMBERLY'S PLACE of any of its obligations under this Agreement.

V. INDEMNIFICATION

To the fullest extent permitted by law AMBERLY'S PLACE shall indemnify and hold harmless the CITY, its agents and employees from and against all claims, damages, losses, expenses, and injury to property or persons (including death), including but not limited to attorney's fees, caused in whole or in part

by any negligent act or omission of AMBERLY'S PLACE, or anyone directly or indirectly employed by AMBERLY'S PLACE for whose acts any of them may be liable, regardless of whether or not it is caused by a Party indemnified hereunder, whether authorized by AMBERLY'S PLACE or not, including theft by AMBERLY'S PLACE or any of its officers, agents, employees, guests, patrons, invitees or trespassers, arising out of or resulting from this Agreement.

No Personal Liability. No member, official or employee of the CITY shall be personally liable to AMBERLY'S PLACE, or any successor or assignee, (a) if any default occurs or breach by the CITY, (b) for any amount which may become due to the AMBERLY'S PLACE or its successor or assign, or (c) under any obligation of the CITY under this Agreement.

VI. INSURANCE

AMBERLY'S PLACE shall, at AMBERLY'S PLACE'S expense, secure and maintain during the term of this Agreement commercial general liability insurance including bodily injury, property damage, contractual, personal injury, and products, completed operations. Liability limits shall be no less than \$1,000,000 per occurrence combined single limit and shall be primary to any other coverage available to the CITY. The CITY shall be named as an additional insured, and certificates of insurance for the requirements herein shall be delivered to the CITY prior to the commencement of this Agreement. Failure to provide required coverage and compliance with the terms and conditions of this Agreement shall not waive the contractual obligations herein. If the policy or policies shall be canceled by the insurance company or AMBERLY'S PLACE during the term of this Agreement, AMBERLY'S PLACE and the insurance company shall provide thirty (30) days written notice to the effective date of such cancellation or termination to the CITY

VII. GENERAL CONDITIONS

A. Nondiscrimination. AMBERLY'S PLACE shall not discriminate against any person based on race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964), and with the Americans with Disability Act of 1990. In addition, AMBERLY'S PLACE shall include similar requirements of subcontractors in any contracts entered into for performing AMBERLY'S PLACE'S obligations under this Agreement.

B. Financial Review.

1. AMBERLY'S PLACE shall make their financial records available for inspection by the CITY, or its designee, upon reasonable notice during normal business hours of the CITY.

2. If the CITY desires a financial audit by a certified public accountant of the AMBERLY'S PLACE'S financial records to verify the use of CITY funds according to the terms and audit. AMBERLY'S PLACE will not be responsible for the cost of such an audit if requested by the CITY and are entitled to a copy of any resulting reports that are received by the CITY.

- C. Compliance with Law. AMBERLY'S PLACE shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, AMBERLY'S PLACE shall include similar requirements of subcontractors in any contract entered into for performing AMBERLY'S PLACE obligations under this contract.
- D. Binding on Successors. The covenants and conditions herein contained apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties.
- E. Attorney Fees and Costs. If any action, suit proceedings are brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing Party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to witness fees, court costs, and reasonable attorney fees.
- F. Laws Governing. This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance.
- G. Venue. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in any court of competent jurisdiction in the County of Yuma, State of Arizona.
- H. Waiver. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, or any delay in exercising any rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either to insist upon strict performance of this Agreement.
- I. Severability. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- J. Integration. This Agreement contains the entire Agreement between the parties, and no oral or written statement, promises, or inducements made by either Party or agent of either Party that is not contained in

this written Agreement, or specifically referred to in this written Agreement shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

- K. No Partnership. Nothing in the Agreement is intended or shall be construed to constitute a partnership or joint venture between the parties, and neither Party shall be deemed the principal, agent, officer, or member of the other.
- L. Time is of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of AMBERLYS PLACE of any obligation shall apply only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.
- M. Binding Arbitration. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration under the Arizona Uniform Rules of Procedure for Arbitration in effect unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing with the other Party to this Agreement.
- N. Conflict of Interest. This contract shall be subject to the Conflict of interest provisions of A.R.S. § 38-511, as amended.
- O. Notices. Any business communications in connection with this Agreement may be provided by email. All legal notices or demands related to this Agreement must be provided in writing and sent to the receiving Party at the address in the first paragraph of this Agreement. All notices to be given under this Agreement by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by major commercial delivery courier service or mailed so it requires signature by the recipient or by process service or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.
- P. Compliance with A.R.S. § 23-214. A.R.S. §23-214 imposes requirements upon employers to verify the employment eligibility of all of its employees as set forth in that statute and its related definitions (e-verify). Both the CITY and AMBERLYS PLACE will not enter into a contract with any Company or its providers or subcontractors not in compliance with the requirements of A.R.S. § 23-214. Both the CITY and AMBERLYS PLACE represents that it complies with the law and will continue to comply. By signing below, each represents and warrants they fully comply with all federal, state, and local laws, rules, and regulations regarding employment eligibility of all its employees, including use of the requirements of A.R.S. § 23-214, and they shall remain in compliance during the term of this Agreement.

- Q. Business License. AMBERLY'S PLACE shall obtain a San Luis, Arizona Business License.
- R. Force Majeure. If AMBERLY'S PLACE or CITY are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by exercising reasonable diligence. This includes, but is not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.
- S. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement.
- T. 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 this Agreement.
- U. Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed to be an original.
- V. Ratification. Acts, taken pursuant to this contract, but prior to its execution are hereby ratified and confirmed.

[Intentionally left blank, signature page follows]

This Agreement shall inure to the benefit of and bind the heirs, legal representatives, assignees, and successors of the respective parties.

The parties have executed this Agreement in Yuma County, Arizona.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

**Amberly's Place,
Arizona Non-Profit Corporation**

Diane Umphress, Executive Director

Date: _____



RECEIVED

February 7, 2020

Tadeo Azael De la Hoya
City of San Luis City Manager
1090 E. Union Street
San Luis, AZ. 85349

FEB 10 2020

By 

Mr. De La Hoya,

On January 21 we were honored to take Governor and First Lady Ducey on a tour of Amberly's Place Family Advocacy Center in Yuma. Governor Ducey stated that he was not surprised by the close working relationship we have with the City of San Luis, as I told him of our partnership. He commented how much he enjoys working with Mayor Sanchez and he was glad to hear we have made services available in San Luis. I am very proud of our relationship and the amount of victims we have been able to assist.

We signed a formal MOU with the Mexican Consulate on February 7, 2020 which also is a major milestone for the abuse victims we serve. The Consulate has always been very helpful to us when we provide services for Mexican nationals. The MOU formalizes this relationship. Amberly's Place is the only Family Advocacy Center (FAC) in the USA which has this formal MOU. Partnerships are very important to us and for those we assist.

We have provided services to the City of San Luis since 2008. In this time our services have continued to increase, from the calls from your community, to the basic services we offer. We have not asked for an increase in the funding we receive from you since 2010. I believe. This year I would like to request a slight increase from \$41,808.00 received last year to \$42,000.00 to cover a small part of the additional insurance expense on the new Journey we have purchased to use for the City of San Luis. This is an increase of \$192.00. We saw a 15% increase in calls for services in 2019, representing an additional 256 victims assisted in the City of San Luis, not counting those who came to the FAC for assistance without law enforcement. These self-reporting victims usually need referral assistance and/or food and emergency supplies.

Amberly's Place continues to hold monthly forensic interviewers, peer reviews, monthly case review of all child abuse cases, sexual assault and domestic violence task force meetings, and various training for our multidisciplinary team members (including law enforcement). The National Children's Alliance has estimated that utilizing an FAC, such as Amberly's Place, saves the investigating agency \$1,000 per case. We believe these partnerships also provide emotional support and assistance in healing for the victims and their families of these crimes. It really is a win-win for all who participate.

Please feel free to contact me if you have any questions regarding this request.

Sincerely;

Diane Umphress

Diane Umphress
Executive Director



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4. J.

Meeting Date: 07/08/2020

Department Head: Tadeo A. De La Hoya, City Manager, Administration

Submitted By: Francia Alonso, Assistant to Council/PIO, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2135. A resolution of the Mayor and Council of the City of San Luis, Arizona approving a contribution to the transit fund for the Yuma County Area Transit (YCAT) Public Transportation Services. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: Yuma County Area Transit (YCAT) provides bus and transit services for the city and the surrounding county areas.

Amount: The city has contributed to YCAT since 2012 under an Intergovernmental Agreement (IGA). The city has already budgeted funds in the amount of **\$70,573.00** to help the continued services until the end of Fiscal Year 2020-2021. The City of San Luis and seven (7) other entities entered into the IGA in 2012 with YCAT to provide regional public transportation. Under the IGA, San Luis is to contribute a share of funding YCAT's public transportation. Other contributions come from Yuma County, the City of Yuma, the City of Somerton, the Town of Wellton, the Cocopah Indian Tribe, Arizona Western College, and Northern Arizona University. Under the twenty-five year, IGA of January 1, 2012 (expiring January 1, 2037), a formula for the percentage of contribution is developed every year.

At the April 27, 2020, meeting of the Yuma County Intergovernmental Public Transportation Authority, the contribution was calculated for San Luis for a total of \$70,573.00. As of the writing of this agenda item, YCAT did not have approved minutes from the April 27, 2020, meeting. The request letter is attached.

Here is the link to the YCAT Agenda

https://www.ycipta.org/documents/042720_Packet_copy_1.pdf .

Procedure of Approval: Under the IGA, the city's approval is to be by way of resolution and the city must not use federal money to pay for the contribution.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO RATIFY AND APPROVE RESOLUTION NO. 2135 FOR THE YCAT CONTRIBUTION IN THE AMOUNT OF \$70,573.00.

N/A

Fiscal Impact

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

TOTAL: \$70,573.00
BUDGETED AMOUNT: N/A
AVAILABLE AMOUNT TO TRANSFER: No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 100-110-80000
CONTRACTUAL SERVICES/
\$395,146.42

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

These funds are budgeted in FY 2020-21.

Attachments

Resolution No. 2135
Contribution Letter FY 20-21
Master IGA YCIPTA



Resolution

No. 2135

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING CONTRIBUTION TO TRANSIT FUND FOR THE YUMA COUNTY AREA TRANSIT (YCAT) PUBLIC TRANSPORTATION SERVICES

WHEREAS, in 2012, the City of San Luis entered into a twenty-five-year, intergovernmental agreement (IGA) with the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) along with Yuma County, the City of Yuma, the City of Somerton, the Town of Wellton, the Cocopah Tribe, Arizona Western College, and Northern Arizona University; and

WHEREAS, Paragraph 2.3 of said IGA requires that YCIPTA develop a formula annually and each member timely contribute its designated share of non-federal funds with the approval by resolution of each member in its budgetary process; and

WHEREAS, the YCIPTA at its April 27, 2020 meeting adopted a formula for a total amount of \$70,573.00 for the contribution for San Luis which is the same dollar amount that was approved by City Council last fiscal year; and

WHEREAS, the Council of the City of San Luis has approved a budget which included this contribution;

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

Section 1. The appropriate City officials are authorized and directed to submit the contribution for YCAT transportation services in the amount not to exceed \$70,573.00 of non-federal funds.

[Intentionally left blank, signature page to follow]

PASSED, ADOPTED and APPROVED by the Mayor and Common Council of the City of San Luis, Arizona, this ____ day of July 2020.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



Yuma County Intergovernmental Public Transportation Authority

2715 East 14th Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076
Fax: 928-783-0309, email: info@ycipta.az.gov, Web: www.ycipta.az.gov

RECEIVED

February 19, 2020

FEB 19 2020

Ralph Velez
City of San Luis
P.O. Box 1170
San Luis, AZ 85349

RE: Preliminary Notice for Request for FY 2021 Transit Funding for Yuma County Area Transit

Dear Mr. Velez:

Below is the breakdown for the City of San Luis's local share of match funding required for the operation of the transit system:

ANNUAL TOTAL

YCAT/On Call Transit Match \$ 70,573

The amount is consistent with what has been paid in FY 2020, but this amount has not formally been approved by the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors and is subject to change. Once this figure has been approved by the YCIPTA Board of Directors a formal letter of request for funding will be provided to the entities. This is not an invoice. Invoices will be sent at a later date.

Should you have any questions regarding this request, please don't hesitate to contact me at (928) 539-7076 ext. 101 or email skreger@ycipta.az.gov.

Sincerely,

Shelly Kreger
Transit Director
Yuma County Intergovernmental Public Transportation Authority

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Susan M. Zambrano – Chairperson - Arizona Western College, Dr. Michael Sabath – Vice Chairperson - Northern Arizona University, Ian McGaughey – Secretary/Treasurer-City of Somerton, Larry Killman – Town of Wellton, Phillip Rodriguez– City of Yuma, Brian Golding, Sr.-Quechan Tribe, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe, Susan Thorpe – Yuma County

Shelly Kreger, Transit Director

**MASTER INTERGOVERNMENTAL AGREEMENT
YUMA COUNTY INTERGOVERNMENTAL PUBLIC
TRANSPORTATION AUTHORITY**

This Master Intergovernmental Agreement ("Master IGA") is made effective as of the 1st day of January, 2012, ("Effective Date") by and between Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"); Yuma County, a body politic and corporate of the State of Arizona ("County"); the City of Yuma, an Arizona municipal corporation ("Yuma"); the City of San Luis, an Arizona municipal corporation ("San Luis"); the City of Somerton, an Arizona municipal corporation ("Somerton"); the Town of Wellton, an Arizona municipal corporation ("Wellton"); the Arizona Board of Regents acting for and on behalf of Northern Arizona University-Yuma, an Arizona state university ("NAU-Yuma"); Arizona Western College, an Arizona community college ("AWC") and the Cocopah Indian Tribe, organized pursuant to the Indian Reorganization Act of 1934 ("Cocopah"). The parties to this Master IGA may be collectively referred to herein as the Parties, or each individually as a Party.

RECITALS

A. The County is authorized by the provisions of A.R.S. §28-9101 et seq. to establish an intergovernmental public transportation authority ("IPTA") with authority to conduct a periodic survey of regional transportation needs in the IPTA; to determine an appropriate public transportation system to meet those needs and the means to finance the system; to operate the system directly or to contract with outside parties for the operation of all or part of the system; and to enter into an intergovernmental agreement with the member entities (hereinafter a "Member," or the "Members") to provide that IPTA has sole authority for designing, operating and maintaining the public transportation system within the designated area (the "Regional Transportation System"). The IPTA shall exercise its authority to operate and maintain a Regional Transportation System pursuant to the terms of this Master IGA and as provided in one or more Service Agreements and Service Provider Agreements (as further defined herein) to be executed in the future.

B. Coordination of public transportation services to meet regional needs is a primary objective of YCIPTA. During the transition from transit services currently provided by other entities ("Existing Transit Services") to the Regional Transportation System operated by YCIPTA, the Parties agree that it may be effective and efficient to provide for the continued operation of Existing Transit Services through an agreement ("Service Provider Agreement") with a public entity or a private contractor capable of providing such services through the fiscal year ending June 30, 2012.

C. On October 20, 2010, the Yuma City Council adopted a resolution authorizing the City Administrator to petition the Yuma County Board of Supervisors ("Board of Supervisors") to establish an IPTA, pursuant to A.R.S. §28-9102(B). The Yuma Petition is attached hereto as Exhibit "A" ("Yuma Resolution and Petition").

D. On October 13, 2010, the San Luis City Council adopted a resolution to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The San Luis Petition is attached hereto as Exhibit "B" ("San Luis Resolution").

E. On September 21, 2010, the Somerton City Council voted to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The Somerton documentation is attached hereto as Exhibit "C" ("The Somerton Request").

F. On September 21, 2010, the Wellton Town Council voted to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The Wellton documentation is attached hereto as Exhibit "D" ("The Wellton Request").

G. On October 4, 2010, under the authority of President John Haeger, NAU-Yuma petitioned the Board of Supervisors for inclusion into a prospective IPTA through an IGA, as provided by A.R.S. §28-9102(B). The NAU-Yuma Petition is attached hereto as Exhibit "E" ("The NAU-Yuma Petition").

H. On or about December 13, 2010, the County Board of Supervisors, pursuant to the provisions of A.R.S. §28-9101 et seq. adopted Resolution (No.10-52) to establish the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"). The Resolution is attached hereto as Exhibit "F". (The "Board of Supervisors" Resolution)

I. On August 16, 2011, under the authority of President Dr. Glenn Mayle, AWC petitioned the YCIPTA for inclusion into YCIPTA through an IGA, as provided by A.R.S. §28-9102 et seq. The AWC Petition is attached hereto as Exhibit "G" ("The AWC Petition").

J. On October 18, 2011, the Cocopah Indian Tribe petitioned YCIPTA for inclusion into YCIPTA through an IGA as provided by A.R.S. §28-9102 et seq. The Cocopah request is attached hereto as Exhibit "H". ("The Cocopah Request")

K. Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") is a corporate body and political subdivision of the state of Arizona, with all of the powers and privileges granted to it by law.

L. The purpose of this Master IGA is to provide that the YCIPTA has sole authority for designing, operating and maintaining the public transportation system, as provided by A.R.S. §28-9124(A).

M. The goals of the Parties in creating YCIPTA are to take a regional, collaborative approach to creating a comprehensive integrated Regional Transportation System to serve the transportation needs of the region efficiently. The Regional Transportation System will endeavor to provide services that assist each of the Parties to meet federal transit-related requirements, with an equitable allocation of costs.

N. The boundaries of YCIPTA include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis and the Town of Wellton, as well as all of the unincorporated areas within Yuma County.

O. Members. The Members of YCIPTA are currently:

1. Yuma County
2. City of Yuma
3. City of San Luis
4. City of Somerton
5. Town of Wellton
6. NAU – Yuma
7. Arizona Western College
8. Cocopah Indian Tribe

P. The YCIPTA may be dissolved in accordance with the provisions of A.R.S. §28-9104, and this Master IGA shall terminate following dissolution and the winding up of the affairs of YCIPTA.

Q. The growth of Yuma County's population to more than two hundred thousand persons shall not cause the dissolution of YCIPTA pursuant to A.R.S. §28-9104(C).

AGREEMENTS

For and in consideration of the covenants and conditions hereinafter set forth, it is agreed as follows:

1. **Power and Authority.** YCIPTA agrees that it will perform all functions required by statute.

1.1 **Sole Authority.** The Parties agree that YCIPTA shall have sole authority for designing, operating and maintaining the Regional Transportation System, including a regional bus system (the "Bus System") and community funded transportation services including dial-a-ride programs and special needs transportation services within the boundaries established and subject to the terms and conditions of this Master IGA and any Service Agreements or Service Provider Agreements.

1.2 **Definitions.** As used in this Master IGA, the enumerated terms shall be defined as follows:

A. "Regional Transportation System" means a system of public transportation within the boundaries of YCIPTA including a regional bus system and community funded transportation services including dial-a-ride programs and special needs transportation services as developed by YCIPTA.

B. "Public Transportation Program" means the five year public transportation program described in A.R.S. §28-9123B.

C. "Regional Transportation Plan" means the plan adopted by Yuma Metropolitan Planning Organization pursuant to requirements of the Federal Transit Administration.

D. "Public Transportation System" means a system of public transportation established pursuant to A.R.S. §28-9124A, and is used interchangeably with the term "Regional Transportation System."

1.3 **Service Provider Agreements.** YCIPTA may enter into one or more Service Provider Agreements as part of the Regional Transportation System. No new public transportation services may be provided by any Party to this Master IGA after the Effective Date, except as provided in the plans for the Regional Transportation System (the "Public Transportation Program") or with the approval of YCIPTA.

1.4 **Coordination.** YCIPTA shall be responsible for coordinating and implementing among the Parties the establishment of the Public Transportation Program, subject to the terms of this Master IGA, any Service Agreements and any Service Provider Agreements.

1.5 **YCIPTA Treasurer and Accounting Systems.** YCIPTA has entered into an intergovernmental agreement with the Yuma County Treasurer to provide financial services for YCIPTA.

1.6 **Non-Member Participation.** An agency, person, or entity that is not a Party to this Master IGA, but wishes to purchase transit services from YCIPTA shall be required to enter into a Service Agreement that describes the services to be purchased and assigns responsibilities for construction, operation and maintenance of the services and any related capital improvements.

1.7 **Voting Rights.** Each Member, through its appointed Director, will have one equally weighted vote on any decision that does not involve program funding. For votes on funding matters, each Member of YCIPTA, through its appointed Director, will have one vote, regardless of the respective financial contributions of any individual entity toward program funding. Additional votes on program funding matters will be granted to only those Member entities making financial contributions to the particular program being voted upon. In those instances, the appointed Director of any Member entity contributing 35% or more of the funding for a specific program will be entitled to four (4) additional votes, for a total of five (5) votes.

2. **Responsibilities of the Members.**

2.1 **Collaboration for Planning.** Each of the Parties shall, upon request, collaborate with the planning staff of YCIPTA as required by the Federal Transit Administration ("FTA") to maintain the Regional Transportation Plan adopted by Yuma Metropolitan Planning Organization ("YMPO").

2.2 **Furnishing Update for Plans.** Each of the Members shall, upon request, provide YCIPTA staff with updates for inclusion in the Regional Transportation Plan and/or Public Transportation Program as appropriate.

2.3 **Contribution of Funding.** Each of the Members shall timely contribute its designated share of non-federal funds pursuant to a formula to be developed and adopted annually by the YCIPTA with the approval by resolution of each Member in its budgetary process. The current formula is the same formula applied by YMPO, to wit:

Contributions FY 2011/2012

| Agency | Funding | % |
|-----------------------------|------------------|-------------|
| Yuma County | \$ 154,960 | 30.30% |
| City of Yuma | \$ 200,000 | 39.10% |
| City of Somerton | \$ 29,919 | 5.85% |
| Town of Wellton | \$ 14,499 | 2.85% |
| City of San Luis | \$ 70,572 | 13.80% |
| Cocopah Tribe | \$ 41,496 | 8.11% |
| Arizona Western College | \$50,000* | 0.00% |
| Northern Arizona University | \$3,400* | 0.00% |
| TOTAL | \$564,846 | 100% |

*Arizona Western College and Northern Arizona University each have a separate memorandum of understanding with YCIPTA and their contributions are based on their student populations per semester. The numbers reflected above are based on their participation as of January 2012 for half the fiscal year.

2.4 **Qualifying YCIPTA as Designated Recipient.** YMPO is the designated recipient of federal funds for the area included in the boundaries of YCIPTA, and will remain as such until YCIPTA is designated as a recipient and/or a grantee of federal funds. Each of the Members shall, at the request of YCIPTA or YMPO, take such actions as are necessary to secure the designation of YCIPTA as the recipient and/or grantee of federal funds for the area included in the boundaries of YCIPTA.

2.5 **Cooperation Regarding Federal Funding.** Each of the Members will support the pursuit of federal funds that will enable YCIPTA to achieve its goals.

3. **Records and Audit Rights.**

Each Member's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by YCIPTA or a funding agency to substantiate charges and claims related to this Master IGA shall be open to inspection and subject to audit and/or reproduction by authorized representatives of YCIPTA, the FTA, and the Auditor General of the State of Arizona ("Auditors"), as applicable, to the extent necessary to adequately permit evaluation and verification of the performance of the work, and to conduct and prepare all audits and reports required by law. Auditors shall be afforded access, at reasonable times and places, to a Member's pertinent records and personnel, pursuant to the provisions of this Section, throughout the terms of this Agreement, and for a period of five (5) years after last or final payment.

4. **Mediation.**

4.1 **Dispute Resolution.** If a dispute arises out of or relates to this agreement and if the dispute cannot be resolved through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. This section does not constitute a waiver of the parties' rights to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

4.2 **Fees and Costs.** Each Party agrees to bear its own fees and costs in mediation. The Parties shall enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The Parties shall share equally the mediators' fees and mediation expenses.

5. **Term.** This Master IGA shall be for an Initial Term of twenty-five (25) years, commencing on the Effective Date and continuing on an annual basis thereafter until terminated.

6. **Insurance and Indemnification.**

6.1 **Liability Insurance.** YCIPTA shall maintain, and shall require Service Provider to maintain, insurance for activities associated with operating a public transportation system. Insurance provided by YCIPTA or its Service Provider will include property, general liability, business/auto transit, public officials errors and omissions, employment practices liability and umbrella liability at levels deemed appropriate by the YCIPTA Board of Directors. YCIPTA, and a Service Provider, as applicable, will purchase the insurance policies and keep them on file for all Members to review, and provide certificates of insurance naming each Member entity as additional insured. Such insurance shall be in an amount of not less than Thirty Million Dollars (\$30,000,000) and shall be primary against all related claims. The policy of insurance shall contain a waiver of subrogation against any Member, its departments, agencies, boards, representatives, commissions, officers, officials, agent and employees for any losses or claims paid.

Service IGA's and Service Provider Agreements may require additional insurance to be maintained against risks arising from or related to the services provided pursuant to such IGA or Agreement.

6.2 **Indemnification.** YCIPTA (as "Indemnitor") agrees to defend, indemnify and hold harmless the Member entities, their officers, officials, employees, agents, representatives and directors (collectively the "Indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys fees and other reasonable costs of defense and any appeals) (collectively "Claims"), which may be imposed upon, incurred by or asserted against the Indemnitee, attributable (directly or indirectly) to, or arising in any manner by reason of,

the act, omission, negligence, misconduct or other fault of the Indemnitor, or of any agent, officer, servant or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable in the performance of this Master IGA.

Insurance provisions set forth in this Master IGA are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

7. **Conflict of Interest.** This Agreement is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. §38-511.

8. **Adherence to Laws.** YCIPTA and all committees, subcommittees and advisory committees appointed by the YCIPTA Board of Directors are subject to and shall adhere to all of the requirements of the Arizona Open Meeting Law (A.R.S. §38-431 et seq.), the Conflicts of Interest Law (A.R.S. §38-501 et seq.) and the Public Records Law (A.R.S. §39-121 et seq.) as they may from time to time be amended.

9. **Withdrawal.** A Member may resign from YCIPTA by appropriate resolution of the Member's governing body delivered to the YCIPTA Board of Directors. Delivery of the resignation shall divest the Member of voting rights and representation on the Board of Directors. Such resignation shall not relieve the Member of any accrued obligation to pay dues, assessments or other charges which have accrued prior to the effective date of the Member's resignation. No Member shall have any right to the return or withdrawal of any capital contributions to YCIPTA, unless such withdrawal is consented to by all other Members.

10. **General Provisions.**

10.1 **Entire Agreement.** This Master IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

10.2 **Governing Law and Venue.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona. The Parties shall institute and maintain any legal actions or judicial proceedings arising from this Master IGA in Yuma County Superior Court. The Parties irrevocably consent to jurisdiction and venue in such court, and agree not to seek transfer or removal of any action therefrom.

10.3 **Assignability.** This Agreement is non-assignable in whole or in part by any Party hereto without the written consent of all Parties.

10.4 **Modifications.** Except as otherwise specifically provided in this Master IGA, any amendment, modification or variation of the terms of this Master IGA requires the written approval of all Parties.

10.5 **Attorneys Fees and Damages Limitation.** In the event any Party brings any action for any relief, declaratory or otherwise, arising out of this Master IGA, or on account of any breach or default of this Master IGA, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys fees and reasonable costs and expenses, as determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages.

10.6 **Individual Nonliability.** Unless expressly stated otherwise in this Master IGA, no Member, official, representative, agent, attorney or employee shall be individually liable for any obligation of YCIPTA.

10.7 **Notices.** All notices or demand required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. Services shall be deemed complete within three (3) business days of mailing, or actual receipt of notice, whichever is first.

If to YCIPTA: Transit Director
 2715 East 14th Street
 Yuma, Arizona 85365
 Tel: (928) 539-7076 ext 237
 Fax: (928) 783-0309

If to County: County Administrator
 198 S. Main St.
 Yuma, Arizona 85364
 Tel: (928) 373-1010
 Fax: (928) 373-1120

If to Yuma: City Administrator
 One City Plaza
 Yuma, Arizona 85364
 Tel: (928) 373-5011
 Fax: (928) 373-5012

If to San Luis: City Manager
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349
Tel: (928) 341-8520
Fax: (928) 341-8539

If to Somerton: City Manager
110 North State Avenue
P.O. Box 637
Somerton, Arizona 85350
Tel: (928) 627-8866
Fax: (928) 627-3794

If to Wellton: Town Manager
28364 Oakland Avenue
Wellton, Arizona 85356
Tel: (928) 785-3348
Fax: (928) 785-4374

If to NAU-Yuma: Campus Executive Officer
P.O. Box 6236
Yuma, Arizona 85366-6236
Tel: (928) 317-6400
Fax: (928) 317-6419

If to AWC: President
P.O. Box 929
Yuma, Arizona 85366-0929
Tel: (928) 344-7501
Fax: (928) 344-7730

If to Cocopah: Chairperson
Cocopah Indian Tribe
14515 S. Veterans Drive
Somerton, AZ 85350
Tel: (928) 627-2102
Fax: (928) 627-1617

10.8 **Force Majeure.** No Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

10.9 **Counterparts.** This Master IGA may be executed in one or more

counterparts, and each originally executed duplicate counterpart of this Master IGA shall be deemed to possess the full force and effect of the original.

10.10 **Severability.** If any term or provision of this Master IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Master IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.


10.11 **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Master IGA, and that the person signing on behalf of each Party has been properly authorized and empowered to enter this Master IGA. Each Party further acknowledges that it has read this Master IGA, understands it, and agrees to be bound by it.

10.12 **Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Master IGA.

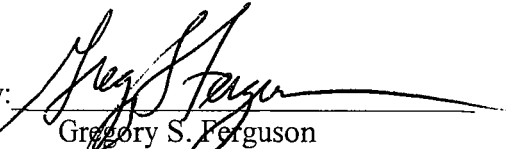
YUMA COUNTY, a body corporate and politic of the State of Arizona

Attest:



Robert L. Pickels, Jr.
County Administrator/Clerk of the Board

By:



Gregory S. Ferguson
Chairman of the Board

CITY OF YUMA, an Arizona municipal corporation

Attest:

Lynda Bushong
City Clerk

By:

Greg Wilkinson
City Administrator

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:

Sonia Cuello
City Clerk

By:

Juan Carlos Escamilla
Mayor

10.10 **Severability.** If any term or provision of this Master IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Master IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

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IN WITNESS WHEREOF, the Parties hereto have executed this Master IGA.

YUMA COUNTY, a body corporate and politic of the State of Arizona

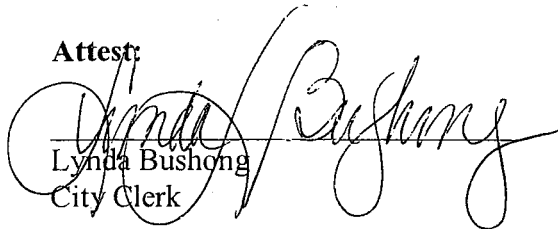
Attest:

Robert L. Pickels, Jr.
Clerk of the Board

By: _____
Gregory S. Ferguson
Chairman of the Board

CITY OF YUMA, an Arizona municipal corporation

Attest:


Lynda Bushong
City Clerk

By: _____
Greg Wilkinson
City Administrator

MAY 31, 2012

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:

Sonia Cuello
City Clerk

By: _____
Juan Carlos Escamilla
Mayor

CITY OF SOMERTON, an Arizona municipal corporation

Attest:

Bill Lee
City Clerk

By: _____
Martin Porchas
Mayor

counterparts, and each originally executed duplicate counterpart of this Master IGA shall be deemed to possess the full force and effect of the original.

10.10 **Severability.** If any term or provision of this Master IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Master IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

10.11 **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Master IGA, and that the person signing on behalf of each Party has been properly authorized and empowered to enter this Master IGA. Each Party further acknowledges that it has read this Master IGA, understands it, and agrees to be bound by it.

10.12 **Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Master IGA.

YUMA COUNTY, a body corporate and politic of the State of Arizona

Attest:

Clerk of the Board

By: _____
Chairman of the Board

CITY OF YUMA, an Arizona municipal corporation

Attest:

City Clerk

By: _____
City Administrator

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:



City Clerk

By: 

Mayor

Attest:

Bill Lee
Bill Lee
City Clerk

**CITY OF SOMERTON, an Arizona
municipal corporation**

By: Martin Porchas
Martin Porchas
Mayor

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION
AUTHORITY**

Attest:

Christy Isbell
Christy Isbell
Board Secretary

By: John Andoh
John Andoh
Transit Director

**TOWN OF WELLTON, an Arizona
municipal corporation**

Attest:

Rodney L. Rinehart
Rodney L. Rinehart
Town Clerk

By: James L. Deermer
James L. Deermer
Mayor

**Arizona Board of Regents, acting for and
on behalf of Northern Arizona University-
Yuma, an Arizona State University**

By: John Haeger
John Haeger
President

**ARIZONA WESTERN COLLEGE, an
Arizona community college**

By: Dr. Glenn E. Mayle
Dr. Glenn E. Mayle
President

**COCOPAH INDIAN TRIBE, pursuant to
the Indian Reorganization Act of 1934**

By: Sherry Cordova
Sherry Cordova
Chairperson

Attest:

Bill Lee
City Clerk

**CITY OF SOMERTON, an Arizona
municipal corporation**

By: _____
Martin Porchas
Mayor

Attest:

Christy Isbell

Christy Isbell
Board Secretary

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION
AUTHORITY**

By: _____
John Andoh
John Andoh
Transit Director

Attest:

Rodney L. Rinehart
Town Clerk

**TOWN OF WELLTON, an Arizona
municipal corporation**

By: _____
James L. Deermer
Mayor

**Arizona Board of Regents, acting for and
on behalf of Northern Arizona University-
Yuma, an Arizona State University**

By: _____
John Haeger
President

**ARIZONA WESTERN COLLEGE, an
Arizona community college**

By: _____
Dr. Glenn E. Mayle
President

**COCOPAH INDIAN TRIBE, pursuant to
the Indian Reorganization Act of 1934**

By: _____
Sherry Cordova
Chairperson

**CITY OF SOMERTON, an Arizona
municipal corporation**

Attest:

Bill Lee
City Clerk

By: _____
Martin Porchas
Mayor

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION
AUTHORITY**

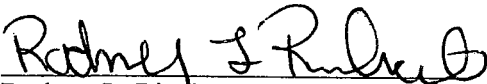
Attest:

Christy Isbell
Board Secretary


By: _____
John Andoh
Transit Director

**TOWN OF WELLTON, an Arizona
municipal corporation**

Attest:



Rodney L. Rinchart
Town Clerk

By: 

James L. Deerner
Mayor

**Arizona Board of Regents, acting for and
on behalf of Northern Arizona University-
Yuma, an Arizona State University**

By: _____
John Haeger
President

**ARIZONA WESTERN COLLEGE, an
Arizona community college**

By: _____
Dr. Glenn E. Mayle
President

**COCOPA INDIAN TRIBE, pursuant to
the Indian Reorganization Act of 1934**

By: _____
Sherry Cordova
Chairperson

**CITY OF SOMERTON, an Arizona
municipal corporation**

Attest:

City Clerk

By: _____
Mayor

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION
AUTHORITY**

Attest:

By: _____
John Andoh,

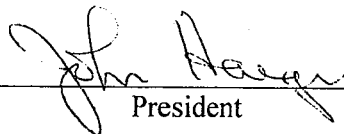
**TOWN OF WELLTON, an Arizona
municipal corporation**

Attest:

Town Clerk

By: _____
Mayor

**Arizona Board of Regents, acting for and
on behalf of Northern Arizona University-
Yuma, an Arizona State University**

By:  _____
President

AWC, an Arizona community college

By: _____
President

**COCOPAH INDIAN TRIBE, pursuant to
the Indian Reorganization Act of 1934**

By: _____
Chairperson

Attest:

Bill Lee
City Clerk

**CITY OF SOMERTON, an Arizona
municipal corporation**

By: _____
Martin Porchas
Mayor

Attest:

Christy Isbell
Board Secretary

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION
AUTHORITY**

By: _____
John Andoh
Transit Director

Attest:

Rodney L. Rinehart
Town Clerk

**TOWN OF WELLTON, an Arizona
municipal corporation**

By: _____
James L. Deerner
Mayor

**Arizona Board of Regents, acting for and
on behalf of Northern Arizona University-
Yuma, an Arizona State University**

By: _____
John Haeger
President

**ARIZONA WESTERN COLLEGE, an
Arizona community college**

By: Glenn E. Mayle
Dr. Glenn E. Mayle
President

**COCOPA INDIAN TRIBE, pursuant to
the Indian Reorganization Act of 1934**

By: _____
Sherry Cordova
Chairperson

**CITY OF SOMERTON, an Arizona
municipal corporation**

Attest:

City Clerk

By: _____
Mayor

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION
AUTHORITY**

Attest:

By: _____
John Andoh,

**TOWN OF WELLTON, an Arizona
municipal corporation**

Attest:

Town Clerk

By: _____
Mayor

**Arizona Board of Regents, acting for and
on behalf of Northern Arizona University-
Yuma, an Arizona State University**

By: _____
President

AWC, an Arizona community college

By: _____
President


**COCOPAH INDIAN TRIBE, pursuant to
the Indian Reorganization Act of 1934**

By: _____
Chairperson

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this 12 day of April, 2012

By: 
Jon R. Smith
Yuma County Attorney

Dated this ____ day of _____, 2012

By: _____
Steven W. Moore
Yuma City Attorney

Dated this ____ day of _____, 2012

By: _____
Glenn Gimbut
San Luis City Attorney

Dated this ____ day of _____, 2012

By: _____
Gerald Hunt
Somerton City Attorney

Dated this ____ day of _____, 2012

By: _____
Don B. Engler
Wellton Town Attorney

Dated this ____ day of _____, 2012

By: _____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this ____ day of _____, 2012

By: _____
Jon R. Smith
Yuma County Attorney

Dated this ____ day of _____, 2012

By: Richard W. Files (for)
Steven W. Moore
Yuma City Attorney

Dated this ____ day of _____, 2012

By: _____
Glenn Gimbut
San Luis City Attorney

Dated this ____ day of _____, 2012

By: _____
Gerald Hunt
Somerton City Attorney

Dated this ____ day of _____, 2012

By: _____
Don B. Engler
Wellton Town Attorney

Dated this ____ day of _____, 2012

By: _____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this ____ day of _____, 2012

By: _____
Yuma County Attorney

Dated this ____ day of _____, 2012

By: _____
Yuma City Attorney

Dated this 29 day of April, 2012

By: _____
San Luis City Attorney

Dated this ____ day of _____, 2012

By: _____
Somerton City Attorney

Dated this ____ day of _____, 2012

By: _____
Wellton Town Attorney

Dated this ____ day of _____, 2012

By: _____
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this ____ day of _____, 2012

By: _____
Jon R. Smith
Yuma County Attorney

Dated this ____ day of _____, 2012

By: _____
Steven W. Moore
Yuma City Attorney

Dated this ____ day of _____, 2012

By: _____
Glenn Gimbut
San Luis City Attorney

Dated this 1st day of JUNE, 2012

By: _____
Gerald Hunt
Somerton City Attorney

Dated this ____ day of _____, 2012

By: _____
Don B. Engler
Wellton Town Attorney

Dated this ____ day of _____, 2012

By: _____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this ____ day of _____, 2012

By: _____
Jon R. Smith
Yuma County Attorney

Dated this ____ day of _____, 2012

By: _____
Steven W. Moore
Yuma City Attorney

Dated this ____ day of _____, 2012

By: _____
Glenn Gimbut
San Luis City Attorney

Dated this ____ day of _____, 2012

By: _____
Gerald Hunt
Somerton City Attorney

Dated this 24 day of MAY, 2012

By: _____
Don B. Engler
Wellton Town Attorney

Dated this ____ day of _____, 2012

By: _____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By: _____
Yuma County Attorney

Dated this _____ day of _____, 2012

By: _____
Yuma City Attorney

Dated this _____ day of _____, 2012

By: _____
San Luis City Attorney

Dated this _____ day of _____, 2012

By: _____
Somerton City Attorney

Dated this _____ day of _____, 2012

By: _____
Wellton Town Attorney

Dated this 20th day of April, 2012

By: Michelle R. Fisher
Attorney for Arizona Board of Regents

Dated this 8th day of May, 2012

By: *John C. Richardson*
Attorney for Arizona Western College

Dated this ____ day of _____, 2012

By: _____
Michael M. Smith
Attorney for Cocopah Indian Tribe

Dated this ____ day of _____, 2012

By: _____
Wayne C. Benesch
Attorney for YCIPTA

Dated this _____ day of _____, 2012

By: _____
Attorney for Arizona Western College

Dated this 29 day of March, 2012

By: Wm. Michael Smith
Attorney for Cocopah Indian Tribe

Dated this 2nd day of May, 2012

By: Wayne C. Benish
Attorney for YCIPTA

Exhibit "A"

RESOLUTION NO. R2010-58

**A. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AUTHORIZING THE CITY'S PARTICIPATION IN AN
INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY
WITH A SUNSET CLAUSE**

WHEREAS, an Intergovernmental Public Transportation Authority (IPTA) is a public body organized in counties with populations of 200,000 or less to operate public transportation systems in a designated operating area; and,

WHEREAS, the City of Yuma acknowledges a need for public transportation; and,

WHEREAS, an IPTA is eligible to apply for and receive United States Department of Transportation grants for operation of a public transportation system until such time as the urbanized area exceeds 200,000 population; and

WHEREAS, until such time as a Regional Transportation Authority is formed and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the IPTA is no longer eligible to receive transportation system operational grants, it is the intent of the City of Yuma to petition the Yuma County Board of Supervisors for the formation of an IPTA and to participate therein; and,

WHEREAS, an initial IPTA Board of Directors shall be appointed by the governing bodies/participants of the public entities, with at least five (5), but not more than nine (9) members on the board; and,

WHEREAS one board member of the IPTA will be appointed by the County Board of Supervisors if any part of the authority is located in an unincorporated area of Yuma County with the balance of the members apportioned among the participating municipalities according to their respective populations; and,

WHEREAS, Yuma County has offered to provide support functions regarding financial services and human resource assistance upon request by the organizing board of the IPTA; and,

WHEREAS, it is reasonably anticipated that the other participating entities would offer similar support as resources may allow.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma as follows:

SECTION 1: That the City Administrator is hereby authorized to perform all necessary acts to petition the Yuma County Board of Supervisors to form an Intergovernmental Public Transportation Authority pursuant to Arizona Revised Statutes (A.R.S.) §28-9101 et seq.

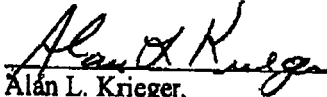
SECTION 2: That the City of Yuma shall participate in the IPTA until such time as a Regional Transportation Authority is formed pursuant to A.R.S. § 48-5301 et seq. and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the IPTA is no longer eligible to receive transportation system operational grants.

SECTION 3: That the City Administrator shall give 90 days written notice of the City's intent to withdraw from the IPTA and thereafter withdraw from the IPTA when either: (1) the IPTA is no longer eligible, as determined by United States Department of Transportation criteria, to receive federal transportation system operational grants, or (2) a Regional Transportation Authority is formed and more than one year has passed since the formation of the Regional Transportation Authority and (a) no election on a transportation excise tax to fund a regional transportation system has been held, or (b) an election on a transportation excise tax has been held and the qualified electors of Yuma County have either approved or rejected the ballot measure.

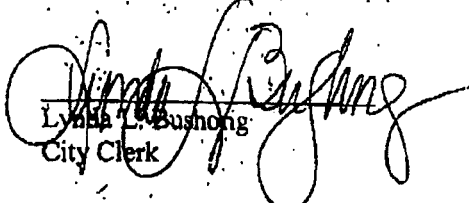
SECTION 4: That the City Council of the City of Yuma may, from time to time, amend this Resolution as necessary.

Adopted this 20th day of October, 2010.

APPROVED:


Alan L. Krieger,
Mayor

ATTESTED:


Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:



Steven W. Moore
City Attorney

Exhibit "B"



City of San Luis

P.O. Box 1170
1090 E. Union Street
San Luis, AZ 85349-1170
Ph (928) 341-8520 • Fax (928) 341-8538

October 7, 2010

Kathryn R. "Casey" Prochaska, Chairman
Yuma County Board of Supervisors
198 S. Main Street
Yuma, AZ 85364

RE: Petition for Formation of an Intergovernmental Public Transportation Authority,
Pursuant to A.R.S. §28-9101, et seq.

Dear Chairman Prochaska,

The City Council for the City of San Luis, having voted in a public meeting on October 13, 2010, and pursuant to A.R.S. §28-9102, hereby requests the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundary of the City of San Luis, and any other city or town within Yuma County petitioning for said formation.

It is further requested that all actions described in A.R.S. §28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise the City Manager for the City of San Luis as to what additional steps and actions may be required of the City of San Luis toward completion of the requested action.

Sincerely,

Juan Carlos Escamilla
Mayor

JUAN CARLOS ESCAMILLA, Mayor
GERARDO SANCHEZ, Vice Mayor

MARIO BUCHANAN JR., Council Member
MARCO A. PINZON, Council Member

AFRICA LUNA-CARRASCO, Council Member
JOSE LEONARDO SUAREZ, Council Member

RAFAEL TORRES, Council Member
RALPH VELEZ, City Manager



Resolution

RESOLUTION NO.903

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING JOINING IN THE FORMATION OF AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY IN YUMA COUNTY, ARIZONA; BECOMING A MEMBER OF SUCH AN AUTHORITY; AND AUTHORIZING PETITIONING THE BOARD OF SUPERVISORS OF YUMA COUNTY, ARIZONA FOR SUCH FORMATION

Whereas, Chapter 26 of Title 28 of the Arizona Revised Statutes provides for the Intergovernmental Public Transportation Authorities;

Whereas, the formation of such an authority is deemed to be in the best interests of the citizens and residents of the City of San Luis, State of Arizona;

Whereas, A.R.S. §28-9102 provides that to form such an authority, the governing body of one or more incorporated cities or towns may petition the county board of supervisors to establish such an authority; and

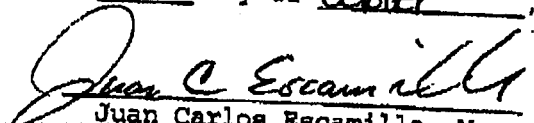
Whereas the City of Somerton has already petitioned the Yuma County Board of Supervisors to form an intergovernmental public transportation authority and it is desired that the City of San Luis join with Somerton and other municipalities in Yuma County to form such an authority;

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

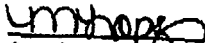
Section 1: That the City Council of the City of San Luis, Arizona hereby authorizes and approves the formation of an Intergovernmental Public Transportation Authority in Yuma County, Arizona; authorizes and approves the City of San Luis becoming a member of such an authority; and authorizes approves petitioning the Board of Supervisors of Yuma County, Arizona, to form such an authority.

Section 2: That the Mayor is hereby authorized to petition the Board of Supervisors of Yuma County, Arizona of behalf of the City of San Luis, Arizona, to form an Intergovernmental Public Transportation Authority and to execute any document needed or necessary to accomplish and/or effectuate such formation.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 13th day of October, 2010.


Juan Carlos Escamilla, Mayor

ATTEST:


for Sonia Cuello, City Clerk

APPROVED AS TO FORM:


Glenn Gimbut, City Attorney

Exhibit "C"

CITY OF SOMERTON
MINUTES
REGULAR COUNCIL MEETING
OF THE CITY COUNCIL

7:00 P.M.

Tuesday September 21, 2010

Council Members:

M. Porchas, Mayor
A. Magaña, Vice-Mayor
L. Ramirez
G. Anaya
M. Villalpando
L. Galindo
J. Yepez

Staff:

B. Lee, City Manager (P)
L. Galaviz, Park & Rec. Dir (P)
B.B. Cotman, Int. Chief of Police (P)
S. Palacios, Int. Public Works Dir (P)
G.W. Hunt, City Attorney (P)
M. Figueroa, City Magistrate (A)
G. Halford, Admin. Svcs. Dir (P)
VACANT, Com. Dev. Dir (A)
P. De Anda, Fire Chief (P)

Mayor Porchas called the meeting to order at 7:02 p.m.

Pledge of Allegiance was led by Vice-Mayor Magana and recited in unison.

The City Clerk took Roll Call. Council member Villalpando and Ramirez were absent.

PETITION OR COMMENTS BY THOSE CITIZENS PRESENT

Call to the Public:

NONE

CONSENT AGENDA

1. Arizona's State Treasure's Report LGIP for August 2010
2. Regular Council Meeting Minutes September 7, 2010.

Mayor Porchas requested a motion on the consent agenda. Council member Yepez moved to approve the Consent Agenda as presented. Council Member Galindo seconded. All voted in favor of the motion. Motion passed.

OLD BUSINESS

All items are for discussion and possible action

1. **ORDINANCE 2010-006 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SOMERTON, ARIZONA, AMENDING THE CITY CODE, "CHAPTER 10, OFFENSES" BY ADDING "SECTION 10-1-29, FIREWORKS"**

- a) Second Reading by Title Only
- b) Approval of Ordinance

Paul De Anda – presented the second reading of Ordinance 2010-006 and also address the question by Vice-Mayor Magana concerning who has adopted this Ordinance, spoke to Steven Shon from Arizona Marshals Association and gave me a list of participants and they are Payson, Prescott, Tempe, El Mirage, Flagstaff, Kingman, Paradise Valley just to mention a few.

Council member Yopez- are they doing any amendments to that or just going as is? Paul-Carefree did mention New Year's they were going to make an exception.

Council member Yopez- not to satisfy totally banning the fireworks believes we should have special occasions or holidays when they are allowed. Can we later amend something to this.

Jerry Hunt- Yes you can amend the Ordinance. Mayor Porchas- I see it as we don't do it now why start!

Mayor Porchas entered a motion on second reading by title only. Council member Yopez moved to approve the second reading of Ordinance 2010-006. Council member Anaya seconded the motion. All voted in favor of the motion. Motion passed.

Mayor Porchas entered a motion to approve of the Ordinance. Council member Yopez moved to approve the Ordinance. Council members Galindo seconded the motion. All voted in favor of the motion. Motion passed.

2. Update on Sales Tax.

Gary Halford- presented the Council with an update on sales tax collected in the month of August thru today. August received \$140,000 in September \$85,000 so far.

3. Discussion and possible award of equipment for our Somerton Curbside Recycling Program.

Bill Lee – approval to purchase conveyor belt from local agency for \$49,295.00 funded from sanitation budget.

Chris Coil- from Allied waste very interested in the recycling program and once operation is in full force would like to tour facility and maybe even partnering together.

Council member Yopez- next time would like all bidders presented and amount for the bid.

Mayor Porchas entered a motion to award the equipment to AR-2 Mechanical & Consulting, LLC. for the Somerton Curbside Recycling Program. Council member Anaya moved to approve the award. Council member Galindo seconded the motion. All voted in favor of the motion. Motion passed.

4. Request on direction on trial 4 day work week for City employees.

Bill Lee- presented the council the customer and employee surveys that were completed. Bringing this back for direction to keep 4 day work week or back to 5 days.

Council member Yopez- asked if there was a way people could pay their bill somewhere else around town on Friday? Would like to see if we could set something up where people could pay around town.

Mayor Porchas entered a motion to approve 4 day work week.

Patty Salazar took Roll Call:

Jerry Anaya - yea

Jose Yopez- yea

Martin Porchas- yea

Luis Galindo- yea

Arturo Magana- Nay

4 yea and 1 nay. Motion passed.

NEW BUSINESS

All items are for discussion and possible action

1. Discussion and possible direction pertaining to commercial trash collection within the City of Somerton City Limits.

Bill Lee- new legislation in Arizona in which municipalities must open up there commercial trash collection does not affect our residential customers. Should the City stay in commercial trash I believe we should keep it for the next six months and bring it back to council in March 2011 and will see what our numbers look like. Vice-Mayor Magana liked the idea that the City Manager presented to keep it for 6 months.

Mayor Porchas entered a motion to keep commercial trash for the next 6 months. Vice-Mayor Magana moved to approve the six month trial. Council member Galindo seconded the motion. All voted in favor. Motion passed.

2. Discussion and possible direction on possible support for information of Intergovernmental Public Transportation Authority within Yuma County.

Bill Lee- presented document put together by the County Administrator on Public Transportation Authority within Yuma County and what they are looking for is that all the municipalities to sign on to request to form the board made up of the City Managers.

Mayor Porchas moved to approve to support the Intergovernmental Public Transportation Authority. Vice-Mayor Magana seconded the motion. All voted in favor of the motion. Motion Passed.

3. Discussion and possible direction to enter agreement with Humane Society of Yuma.

Bill Lee- city has always had a contract with Humane Society and we have reduced the contract they are no longer picking up dead animals and now falling on our public works department. We are looking into the Community Development to take over the animal control that we have.

Council member Yopez- is there a proper way to dispose of the animals. Pancho- put them in a bag and throw them in the trash. What is the actually cost now? Bill - \$2500.00.

Mayor Porchas entered a motion to approve the Humane Society agreement. Vice-Mayor Magana moved to approve the agreement. Council member Galindo seconded the motion. All voted in favor of the motion. Motion passed.

4. Parks and Recreation Commission Appointment

Louie Galaviz- presented Frank Atondo's letter of interest to the Parks and Recreation Commission.

Mayor Porchas entered a motion to approve new Parks and Recreation Commissioner. Vice-Mayor Magana moved to approve Frank Atondo as a new commissioner. Council member Yopez seconded the motion. All voted in favor. Motion passed.

Summary of current events by Mayor, Council Members, and or City Manager, pursuant to A.R.S. §38-431.02(K) provided that the public body does not propose, discuss, deliberate or take legal action on any matter in the summary.

A motion to ADJOURN was made by Mayor Porchas. Motion approved 6-0.

ADJOURNMENT

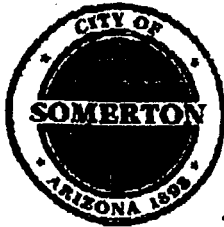
Meeting was adjourned at 8:30 P. M.


MAYOR MARTIN PORCHAS

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of Tuesday September 21, 2010.


CITY CLERK



City of Somerton

110 N. State Avenue
P.O. Box 638
Somerton, Arizona 85350

(928) 627-8866
Fax: (928) 627-3794
TTD: (928) 627-8866

AGENDA ITEM REVIEW FORM

TO: *Mayor and City Council*
FROM: Bill Lee, City Manager
SUBJECT: Discussion and Possible Direction on possible support for formation of Intergovernmental Public Transportation Authority within Yuma County.
DATE: Aug. 10th 2010

Background: *See attached letter from County Administrator.*

Recommendation: Without LTAF funding from the State this may be one of the only options available to the Cities in Yuma County to keep public transportation available to the public at this time.

Fiscal Impact:

000028

Intergovernmental Public Transportation Authorities

What are they?

Intergovernmental Public Transportation Authorities (IPTA) are public bodies organized in counties with populations of 200,000 or less to operate public transportation systems in a designated operating area.

How are they formed?

The governing bodies of those cities or towns that want to form an IPTA petition the county board of supervisors to establish one. Once the board of supervisors receives the petition, it will hold at least one (1) public hearing in one of the petitioning municipalities to determine public support and whether establishing the authority would be in the public interest. If the board of supervisors determines that establishing the authority would serve the public convenience, necessity, safety or welfare, the board of supervisors shall establish the authority by a resolution that includes a description of the boundaries of the authority.

Can any other organizations be included?

The enabling statutes limit representative membership to cities and towns. However, any university under the jurisdiction of the Arizona board of regents located within a petitioning municipality may become a member by intergovernmental agreement. Further, Indian tribes could be included for service by intergovernmental agreement, but not as members of the IPTA.

What is the operating area?

The area within the incorporated boundary of the municipalities petitioning for the formation will be the operating area for the IPTA. Additionally, if there are intervening unincorporated areas separating those municipalities, then the county must be included in the IPTA.

How would an IPTA be funded in Yuma County?

The dedicated funding currently supporting the YCAT and Dial-A-Ride programs through the Yuma Metropolitan Planning Organization (YMPO) would be used as the local match funding for the IPTA. The IPTA would continue to draw down the Federal Transit Administration (FTA) reimbursement funds that YMPO uses to make up the balance of the transit system costs.

000029

How is the initial IPTA board of directors organized?

The initial board of directors is appointed by the governing bodies of the public entities. There must be at least five (5), but not more than nine (9) members on the board. One (1) member will be appointed by the county board of supervisors is any part of the IPTA boundary is in an unincorporated area. If a university is a member, then the president of the university appoints one (1) member. The balance of the members is apportioned among the participating public entities according to their population.

When would the IPTA take over managing the transit system?

Once the IPTA is formed, the executive director of the regional council of governments (COG) functions as the organizing director of the authority (*note - as Yuma County is an urban planning area, transit functions are managed by the Yuma Metropolitan Planning Organization. As such, the Executive Director of that organization may qualify to serve as the initial organizing director of the IPTA). As soon as possible, the organizing board appoints a general manager and the executive director of the COG is relieved. The organizing board will also employ other employees as may be necessary. Once the appropriate employees are in place, the IPTA should be in a position to assume all management functions for the transit system.

Where would the IPTA offices be located?

Initially, the IPTA would likely maintain offices within the Yuma Metropolitan Planning Organization building.

Would operational support be offered by other public entities?

Yuma County would continue to offer support functions (financial services, human resources assistance, etc.) as may be requested by the organizing board of the IPTA. Further, it is anticipated that the other participating entities would offer similar support as resources may allow.

000076

September 14, 2010

Kathryn R. "Casey" Prochaska, Chairman
Yuma County Board of Supervisors
198 S. Main St.
Yuma, Arizona 85364

Re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant
to A.R.S. § 28-9101, et seq.

Dear Chairman Prochaska:

The undersigned cities and towns of Yuma County, having voted in a public meeting, and pursuant to A.R.S. § 28-9102, hereby request the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities and town requesting formation, and any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise the City and Town Administrators of the petitioning entities as to what additional steps and actions may be required of them toward completion of the requested action.

Sincerely,

James Deermer, Mayor
Town of Wellton

Martin Porchas, Mayor
City of Somerton

Al Krieger, Mayor
City of Yuma

Juan Carlos Escamilla, Mayor
City of San Luis

000021

Exhibit "D"

September 14, 2010

Kathryn R. "Casey" Prochaska, Chairman
Yuma County Board of Supervisors
198 S. Main St.
Yuma, Arizona 85364

Re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. § 28-9101, et seq.


Dear Chairman Prochaska:

The undersigned cities and towns of Yuma County, having voted in a public meeting, and pursuant to A.R.S. § 28-9102, hereby request the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities and town requesting formation, and any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

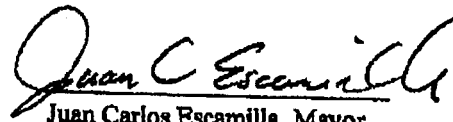
Please advise the City and Town Administrators of the petitioning entities as to what additional steps and actions may be required of them toward completion of the requested action.

Sincerely,


James Deerner, Mayor
Town of Welton


Martin Porchas, Mayor
City of Somerton

Al Krieger, Mayor
City of Yuma


Juan Carlos Escamilla, Mayor
City of San Luis

OFFICE OF THE
WELLTON TOWN COUNCIL
28634 Oakland Avenue
Wellton, Arizona 85356



TOWN OF WELLTON
COUNCIL MINUTES
SEPTEMBER 21, 2010

Mayor James L. Deermer called the regular session to order at 7:00 p.m. on Tuesday, September 21, 2010, lead the pledge of allegiance and gave the invocation. Roll call was taken.

Council Members Present: Mayor James L. Deermer, Vice Mayor Emma Q. Moser and Councilmen J. Keith Milam, Cecilia C. McCollough and Alejandro M. Bejarano establishing there was a quorum present.

Staff Present: Town Manager Rodney L. Rinehart, Deputy Town Clerk Becky J. Hopkins, Police Chief Keith W. Titus, Judge Cora M. Romine, Fire Chief Mark Rivera and Public Works Director Joe Grant.

Guests: Juell and Vera Barker, Gilbert Lopez Jr. and Terry Signor.

- **Call To The Public - No Comments**
- **Department Head Reports**
 - A. **Police Department**
 - B. **Magistrate & Court Department**
 - C. **Fire Department**
 - D. **Public Works Department**

The Police Department, Town Magistrate, Fire Department and Public Works Department heads gave the Council a summary of their Department's current activity.

DISCUSSION AND ACTION ITEMS

Discussion and possible action to sponsor a petition to submit to the Yuma County Board of Supervisors to form an independent Transportation Authority.

A motion was made by Councilman Milam, seconded by Vice Mayor Moser, to submit a petition to the Yuma County Board of Supervisors to form an independent Transportation Authority. Voice vote 5-0, motion carried.

2. **Discussion and action to enter into contract #103-11 with the State of Arizona, Department of Housing, for a grant in the amount of \$566,376 to construct water system improvements.**

A motion was made by Councilman Bejarano, seconded by Councilman McCollough, to enter into CDBG contract #103-11 with the State of Arizona, Department of Housing, for a grant in the Amount of \$566,376 to construct water system improvements. Voice vote 5-0, motion carried.

3. Discussion and possible action on the payment arrangements for the water meter at the new Border Patrol Station site:

Town Manager Rinehart gave the Council a handout showing the different size meters and the prices. The Corps of Engineers omitted the meter and the backflow preventer from their plans. Now that the water line is in, it is time for them to purchase a meter from the Town. They have had their legal department weighing the options of who is responsible for the meter.

It is now a moot point since the manager of Okland Construction, the contract, came into the office this afternoon and said they would pay for the meter in full.

4. Other Reports

Councilman Bejarano commented on the nuisances around Town and stated that we need to follow up on these cases. Town Manager Rinehart said he and Police Chief Titus would put their heads together and get a handle on this situation.

Mayor Deermmer said he had a complaint about a man who was attacked by a pack of dogs. Chief Titus said he would have an office follow up on this incident.

5. Manager's Report

Town Manager Rinehart reported on the following items:

- The Planning Assistance for Rural Areas (PARA) study is planning to host an Open House for the community's input on October 27th;
- Bids for the Water Control Services Building are due on Monday, September 27th at 5:00 p.m.
- We are in the process of reevaluating our Commercial Sanitation rates in light of the House Bill passed which allows competition for Commercial Sanitation Services in all municipalities.

6. Executive Session

- A. For legal, real estate or personnel Matters pursuant to A.R.S. Section 38-431.03, Section A (1), (3) And (7).

There was no need for an Executive Session.

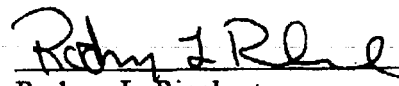
7. Adjournment

A motion was made by Vice Mayor Moser, seconded by Councilman Bejarano, to adjourn. Voice vote 5-0. Motion carried. Meeting adjourned at 7:36 p.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Wellton, Arizona held on the 21st day of September 2010. I further certify that the meeting was duly called and held and that a quorum was present.

Approved this 5th day of October 2010


Rodney L. Rinehart
Town Manager/Clerk

OFFICE OF THE
WELLTON TOWN COUNCIL
28634 Oakland Avenue
Wellton, Arizona 85356



TOWN OF WELLTON
COUNCIL MINUTES
JANUARY 18, 2011

Mayor James L. Deermer called the regular session to order at 7:00 p.m. on Tuesday, January 18, 2011, lead the pledge of allegiance and gave the invocation. Roll call was taken.

Council Members Present: Mayor James L. Deermer, Vice Mayor Emma Q. Moser and Councilmen J. Keith Milam, Cecilia C. McCollough and Alejandro M. Bejarano establishing there was a quorum present.

Staff Present: Town Manager Rodney L. Rinehart, Deputy Town Clerk Becky J. Hopkins, Police Chief Keith W. Titus, Fire Chief Mark Rivera and Public Works Director Joe Grant.

Guests: Juell & Vera Barker, Mr. & Mrs. Jerome Wells and Judge Russ Jones.

- **Call To The Public - No Comments**
- **Department Head Reports**
 - A. Police Department
 - B. Magistrate & Court Department
 - C. Fire Department
 - D. Public Works Department

The Police Department, Fire Department and Public Works Department heads gave the Council a summary of their Department's current activity.

DISCUSSION AND ACTION ITEMS

1. **Approval of Cash Disbursements List**
 - A. **For the month of December 2010**

A motion was made by Vice Mayor Moser, seconded by Councilman McCollough, to approve the Cash Disbursements List for the month of December 2010. Voice vote 5-0, motion carried.

2. **Approval of Minutes**
 - A. **For the Regular Meeting of November 16, 2010**
 - B. **For the Regular Meeting of December 7, 2010**
 - C. **For the Regular Meeting of December 21, 2010**

A motion was made by Councilman Milam, seconded by Councilman Moser, to approve the minutes of the regular meeting of November 16, 2010, the regular meeting of December 7, 2010 and the regular meeting of December 21, 2010. Voice vote 5-0, motion carried.

3. Presentation by Police Chief Titus on the current Nuisance Ordinance.

Police Chief Titus gave the Council a PowerPoint presentation and a hand out to review.

After the presentation he summed up with these recommendations:

- Conducted a complete review of current cases the Police Department has identified of which there are twenty-four (24);
- complete a communication risk review;
- revise the entire nuisance process as it is not in compliance
- update the Nuisance Ordinance;
- we will need to revise and update the forms
- Chief Titus suggests putting a form on the website for people to report nuisances.
- He and his Department can create a data base so these properties can be tracked.

Chief Titus commented on whether this process was or could be considered a civil violation vs. a criminal violation. He recommended our initial focus be on a voluntary compliance vs. coercive compliance; the more voluntary it is, the less expensive it will be, less controversial, otherwise we go back to writing tickets. The nuisance abatement process for just one home can take time, staffing and funding; funding that will have to be budgeted.

During his Departments research of this issue, it was found that A.R.S. 13-2917 made the non-compliance of a nuisance a class 2 misdemeanor. According to this statute our Town Attorney would have to bring action in superior court to abate, enjoin and prevent the nuisance vs. bringing action to our municipal court.

If a residents property gets to the point that Town Attorney Engler has to bring action for abatement to the Superior Court to issue an abatement notice and the notice is issued, the town staff will do the clean up and document our time and we can then place a lien on the property. He pointed out that this can possibly be a very expensive process.

In addition to the above, when Chief Titus discussed this issue with our prosecuting attorney, Mr. Gregory Torok, he felt our nuisance ordinance is out of date and is not prosecutable and he would be reluctant to prosecute.

Town Manager Rinehart suggested that we do a little further research and compare Yuma County and the City of Yuma's nuisance procedures with ours to see what alternatives are available. The Council wants to have a work session with them, the Town Manager and the Police Chief to discuss our options when we have these comparisons and go from there.

4. Recess as Common Council of the Town of Wellton and convene a public hearing as the Board of Adjustment of the Town of Wellton to consider the following item:

Common Council recessed at 7:30 p.m. and convened as the Board of Adjustment.

- A. **VARIANCE CASE #11-401: Mr. and Mrs. Jerome Wells request a Variance of three (3) foot from a six (6) foot required interior yard setback to construct an unattached carport between his home and the property line located at 30211 Mountain View Avenue.**

The Council was given a packet of information which included property diagrams, pictures and a letter from both their neighbors stating they have no problems with the position of the carport. After reviewing all the information, the Board of Adjustment agreed, by consensus, to recommend approval of the Variance request to the Council.

B. Adjourn as Board of Adjustment for the Town of Wellton and reconvene as the Common Council of the Town of Wellton.

Board of Adjustment meeting adjourned and the Common Council reconvened at 7:35 p.m.

5. Discussion and action to consider recommendations of the Board of Adjustment for the Town of Wellton in the matter of Variance Case #11-401.

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser, to accept the recommendation of the Board of Adjustment and approve Variance Case #11-401. Voice vote 5-0, motion carried.

Discussion and action to appoint Town Manager Rodney L. Rinehart to the Intergovernmental Public Transportation Authority (IPTA).

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser to appoint Town Manager Rodney L. Rinehart to the Intergovernmental Public Transportation Authority (IPTA). Voice vote 5-0, motion carried.

7. Discussion and action to enter into an Intergovernmental Agreement between the Yuma County Flood Control District and the Town of Wellton to adopt the latest edition of the "Regulations" to be used to delineate, govern, and manage Special Flood Hazard Areas ("SFHA") within the Town of Wellton.

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser to enter into an Intergovernmental Agreement between the Yuma County Flood Control District and the Town of Wellton to adopt the latest edition of the "Regulations" to be used to delineate, govern, and manage Special Flood Hazard Areas (SFHA) within the Town of Wellton. Voice vote 5-0, motion carried.

8. First reading of Ordinance #106, an ordinance of the Town of Wellton, Arizona, amending the Wellton Town Code, amending Section 8-6, renaming this section Manufactured Homes, Mobile Homes, Recreation Vehicles and Travel Trailers from Manufactured Home Placement Permits and providing regulations for each type of structure.

Town Manager Rinehart addressed the Council informing them that he feels some people have gotten the idea that we are restricting these types of residences in the Town but it is just the opposite, we are just hoping to give the Town staff guidelines on standards when these units are being used as principle living quarters on Town lots.

Mayor Deermer acknowledges Juell Barker who wishes to speak to this subject. Mr. Barker made the following comments: He wants to discuss public input on Council meetings. He is

concerned that citizens don't have enough timely or convenient access agendas so they can speak to the items on the agenda and so he feels that the staff should notify the public in the newsletter each month as to what will be discussed at the Council meetings each month and to inform the public when they can pick up an agenda. Also he feels the staff should pass out any documentation or information the Council receives at a Council meeting because it is germane to the agenda item and so the public will have the same advantage as the Council in the decision making process.

Mr. Barker then began to comment on the draft ordinance the staff had presented to provide guidelines for manufactured homes, mobile homes, recreational vehicles and travel trailers. He first wanted to comment on item #4 under travel trailers. He didn't feel we should restrict travel trailers from being used as storage sheds or in his words "you cannot store things in a travel trailer that is in storage". He feels this is going to have an unintended consequence because you have a lot of people that store items in their travel trailers in a designated storage area at the RV parks they live in. Now we are trying to say that is illegal. He doesn't think that is what we intended to do. He feels we want to clean up Wellton and he suggests we call this program the Wellton Appearance Improvement Program. He feels this is what we want to address. He feels we should cut this item from the Ordinance and draft another Ordinance and call it the Wellton Appearance Improvement Program.

Mr. Barker then addressed the issue of allowing Arizona Rooms on a travel trailer and went on to discuss low income housing and the types of homes a person or family could afford if they are only living on Social Security. These low income residents benefit greatly if they have the extra space an Arizona Room would afford them. He felt the solution was to enforce the CC&R's and if need be, to make amendments to the CC&R's.

Council Person Bejarano addressed the Council and public and informed them he had done a little research on the CC&R's at Butterfield Bluff Estates 3 which does allow travel trailers on the last street of the subdivision, but the CC&R's in Butterfield Bluff Estates 2 does not allow travel trailers at all. Council Person Bejarano does not think we should impose an ordinance on the Town that would restrict the use of the RV's, travel trailers and 5-wheels throughout the whole town especially if it affects a low income housing RV park.

Councilman Bejarano feels we should look into the CC&R's of each subdivision before we proceed to restrict the use of these trailers Town wide. He felt going into RV Parks and establishing new standards for them was discriminatory.

Mayor Deermer commented that the intent was not to include RV Parks in this Ordinance; it was for individual lots in subdivisions in Town some of which do not have CC&R's. If someone pulled in a travel trailer or 5-wheel into a subdivision that was a disgrace, this Ordinance would give the staff guidelines on standards when these units are being used as principle living quarters on Town lots and the staff would have some type of recourse to have it moved. We need to establish standards for primary principal residences.

Council Person Bejarano felt the way the Ordinance was set up, it was going to impose restrictions on the entire community not just on noticeable eye sores. Mayor Deermer commented this was the first step in the process for discussion and to invite comments to establish guidelines that will improve our community rather than impede our progress we have already made for the good of the whole.

Council Person Bejarano commented that he felt we needed more public input, more workshops with the Council and Town Manager and public meetings with major stakeholders such as developer's of the subdivisions involved.

Town Manager Rinehart told the Council he needed direction. He commented that right now this is all conversation and public input.

Town Manager Rinehart did comment on the "attachments" such as Arizona Rooms attached to travel trailers. He pointed out that in the instance of travel trailers this would not be an acceptable application for an Arizona Room. Arizona Rooms have to be anchored to the ground so the wind can't blow it away. This is specified in the Uniform Building Codes.

We are going to have to look at the Uniform Building Codes and rely on them as part of our guide. The Town has adopted the 1997 Uniform Building Code as our guidelines for construction. In the instance of the construction of an Arizona Room, you can't put any weight on the travel trailer to hold up the Arizona Room roof because the travel trailer is not structurally sound enough to hold up the external roof of the Arizona Room. These are additional issues we are going to have to address.

Our intent is good but we don't want to cause any undue hardships that can have a rippling effect. There are just no hard and fast rules out there that would help to govern our unique community. The Council suggested that age should be one of the deciding factors, and Town Manager Rinehart mentioned that RV's are going to be hard to govern because they move in and out all the time. We don't track them, there is no permitting process; unless they turn on water, we don't know they are there. Also everything that is already in place will be grandfathered in. Whatever regulations we come up with is going to apply to future issues.

We still need to research these issues; as Mr. Rinehart said, there is no straight forward answer to these issues. This ordinance needs more work, refine things, talk to engineers for structural issues, reach out to other towns for assistance, we rely on City of Yuma and Yuma County as a guide, talk to other development departments, gather more information. We need to look at our demographics and our verbiage to be fair. We want people to survive in Wellton.

Council Person McCollough commented we also need to have foresight; we need to keep our eye on the community and to establish a basis for a standard which will attract new growth.

No action taken of this item. Council would like to have a work session to explore options more fully.

9. Other Reports

Council Person McCollough asked when the museum was open and if there was a local Wellton historian. She also commented on the after school parking and would like someone to look at cars cued up in the parking lot, waiting for their children, blocking cars from parking in the parking lots or these parked cars blocking cars from backing out of parking spaces. Police Chief Titus said one of his officers will look into this situation.

10. Manager's Report

Town Manager Rinehart updated the Council on the work the rail road will be doing in and around Avenue 25E and William Street and the possibility of reopening the rail road spur that splits at Wellton going to Phoenix.

Deputy Clerk Hopkins gave the Council a report on the upcoming election. She reported there will be 891 publicity pamphlets set to be mail within the week. The election will be on March 8th and since we only have our two incumbents running the Council Election is pretty much a slam dunk but we still need to encourage people to vote, either early or at the poll, on Proposition #401, our expenditure limitation option. Yuma County handling our early ballot process; they will mail out the "request for early ballots", then send the early ballots out, receive them and verify the signatures. The County Recorder will then deliver the verified early ballots to us on the Friday before Election Day for counting by our poll works after the poll closes.

11. Executive Session - No need for an Executive Session

12. Adjournment

A motion was made by Council Person Bejarano, seconded by Vice Mayor Moser, to adjourn. Voice vote 5-0. Motion carried. Meeting adjourned at 8:20 p.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Wellton, Arizona held on the 18th day of January 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Approved this 5th day of April 2011



Rodney L. Rinehart
Town Manager/Clerk

Exhibit "E"



NORTHERN
ARIZONA
UNIVERSITY

YUMA
Branch Campus

NAU-Yuma
PO Box 6238
Yuma, AZ 85366-6238

928-317-8400
928-317-6419 fax
neu.edu/yuma

October 4, 2010

Kathryn R. "Casey" Prochaska, Chair
Yuma County Board of Supervisors
198 S. Main Street
Yuma, AZ 85364

CC Robert Pickels

In re: Petition for Formation of an Intergovernmental Public Transportation
Authority, Pursuant to A.R.S. § 28-9101, et seq.


Dear Chair Proshaska,

The Yuma Branch Campus of Northern Arizona University, with the permission of President John Haeger, joins with others in Yuma County in requesting that the Yuma County Board of Supervisors establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities, towns and the university requesting such, as well as any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise me, as the Campus Executive Officer of the Yuma Branch Campus of Northern Arizona University, as to what additional steps and actions may be required toward the completion of the requested action.

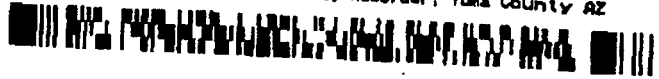
Sincerely,


Larry A. Gould, PhD
Associate Vice President and Campus Executive Officer
Yuma Branch Campus of Northern Arizona University

Cc: Robert Pickels, County Administrator

Exhibit "F"

2011-00660 RESOLUTION
01/10/2011 10:37:33 AM Pages: 3 Fees: \$0.00
Requested By: CITY OF YUMA
Recorded By: dshepard
Robyn Stallworth Pinal County Recorder, Yuma County AZ



Please return original document
to the Board of Supervisors Office,
ATTENTION: Dezarae Doten, 373-1105
(Name & phone number)

TYPE OF DOCUMENT:

Resolution No. 10-52

A Resolution of the Yuma County Board of Supervisors Establishing an
Intergovernmental Public Transportation Authority within Yuma County, Pursuant to
A.R.S. § 28-9102

DOCUMENT APPROVAL:

Approved by Yuma County Board of Supervisors:
December 13, 2010, Item No. D1.



**YUMA COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 10-52**

**A RESOLUTION OF THE YUMA COUNTY BOARD OF SUPERVISORS
ESTABLISHING AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION
AUTHORITY WITHIN YUMA COUNTY, PURSUANT TO A.R.S. § 28-9102.**

WHEREAS: Yuma County has a population of 200,000 or less persons, as identified by the last preceding certified decennial census in 2000; and

WHEREAS: The governing bodies of the Cities of Yuma, Somerton, San Luis and the Town of Wellton have petitioned the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority (authority) consisting of the areas within the incorporated boundaries of their respective municipalities; and

WHEREAS: The organizing municipalities are not contiguous and have unincorporated areas between them; and

WHEREAS: The Yuma County Board of Supervisors held a public hearing on November 17, 2010 in the City of Yuma to determine public support for the formation of an authority and whether establishing the authority would be in the public interest; and

WHEREAS: The Yuma County Board of Supervisors has determined that establishing an authority would serve the public convenience, necessity, safety or welfare;

NOW, THEREFORE, it is hereby resolved that an intergovernmental public transportation authority is established within Yuma County, Arizona.

It is further resolved that the boundaries of the authority will include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis and the Town of Wellton, as well as all unincorporated areas within Yuma County; that the initial member entities shall be the Cities of Yuma, Somerton, San Luis, the Town of Wellton and Yuma County; and, that each member entity, both now and hereafter, of the intergovernmental public transportation authority shall be entitled to equal representation and voting rights on the organization's governing board.

Adopted this 13th day of December, 2010

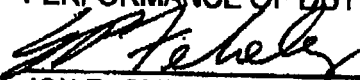

KATHRYN "CASEY" PROCHASKA, Chairman

PAGE 2
RESOLUTION NO. 10-52

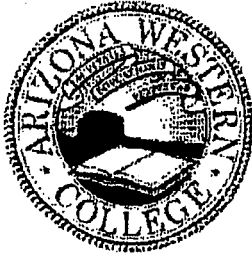
ATTEST:


ROBERT L. PICKELS, JR
County Administrator/Clerk of Board

APPROVED AS TO FORM AND DETERMINED TO BE WITHIN THE SCOPE OF
PERFORMANCE OF DUTY OF THE YUMA COUNTY BOARD OF SUPERVISORS:


JON R. SMITH, County Attorney

P:\Resolutions\2010\Res 10-52_Draft #3 RPks.doc



Office of the President
P.O. Box 929
Yuma, Arizona 85366-0929
Voice: (928) 344-7500
Fax: (928) 344-7709
www.azwestern.edu

Exhibit "G"

August 8, 2011

John Andoh, CCTM, Transit Director
Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street
Yuma, AZ 85364

Re: Request to Join the Yuma County Intergovernmental Public Transportation Authority

John,

Arizona Western College requests that Arizona Western College wishes to join the Yuma County Intergovernmental Public Transportation Authority as defined in ARS 28-9101 as already formed per Yuma County Board of Supervisors Resolution 10-52 on December 13, 2010.

Please advise me what additional steps and actions may be required toward the completion of this requested action.

Sincerely,

A handwritten signature in cursive script that reads "Glenn E. Mayle".

Dr. Glenn Mayle, President

Exhibit "H"



THE COCOPAH INDIAN TRIBE

Office of the Tribal Chairwoman

14515 S. Veterans Drive

Somerton, AZ 85350

Tel: (928) 627-2102

Fax: (928) 627-3173

Email: cocotcsec@cocopah.com

October 18, 2011

John Andoh, Transit Director
2715 E. 14th Street
Yuma, AZ 85364

**RE: Request to join the Yuma County Intergovernmental Public
Transportation Authority.**

Mr. Andoh,

The Cocopah Tribal Council at a duly called session conducted on October 14, 2011 agreed to join the Yuma County Intergovernmental Public Transportation Authority.

Mr. Paul Soto will contact you and provide the co-operation needed to complete this action.

Thank you,

A handwritten signature in black ink, appearing to read "Sherry Cordova", written over a horizontal line.

Sherry Cordova, Chairwoman
Cocopah Tribal Council

Exhibit "I"

Formula for Funding

Among the non-college/university members, match contributions are determined by the deficit of total cost over federal funds received, divided by percent of total county population.

College/university members contribute on a fee per student basis, calculated each semester – current per student fee per semester is \$5.00.00.

See attached Schedule for FY 2011-2012.

| Match Contributions - FY 2011-2012 | | | | | | |
|------------------------------------|------------|----------|----------------|----------------|-------------------|----------------|
| Agency | Membership | Votes | Population | % | Funding | % |
| Yuma County | Public | 1 | 59,196 | 29.89% | \$ 158,011 | 29.89% |
| City of Yuma | Public | 1 | 93,064 | 46.99% | \$ 248,415 | 46.99% |
| City of Somerton | Public | 1 | 14,287 | 7.21% | \$ 38,136 | 7.21% |
| Town of Wellton | Public | 1 | 2,882 | 1.46% | \$ 7,693 | 1.46% |
| City of San Luis | Public | 1 | 25,505 | 12.88% | \$ 68,080 | 12.88% |
| Northern Arizona University* | College | 1 | - | 0.00% | \$ - | 0.00% |
| Arizona Western College* | College | 1 | - | 0.00% | \$ - | 0.00% |
| | | | | | | |
| Cocopah Tribe* | Tribal | 1 | 817 | 0.41% | \$ 2,181 | 0.41% |
| TOTAL | | 9 | 198,051 | 100.00% | \$ 528,655 | 100.00% |

*Buys access for students to ride YCAT for free.

*Buys access for students to ride YCAT for free.

*Cocopah pays an additional \$39,015 to provide Grey Route free fares and \$242,007 for Purple Route (separate route outside system).

Local Match Deficit Per YMPO \$ 528,655



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. A.

Meeting Date: 07/08/2020

Department Head: Monica Castro, Director of Finance, Finance Department

Submitted By: Carlos Cortes, Assistant Director of Finance, Finance Department

Action Requested: Motion
Public Hearing
Resolution

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2131. A resolution of the Mayor and City Council of the City of San Luis, Arizona, adopting the budget for Fiscal Year 2020 - 2021. **(Monica Castro, Director of Finance)**

- A. Open public hearing
 - 1. Staff Presentation
 - 2. Call to the public on this item
- B. Close public hearing
- C. Action on Resolution No. 2131

SUMMARY:

Pursuant to state statute, the City Council is required to hold a public hearing before adopting the final budget that will establish the maximum ceiling for the city's budget.

Budget preparation workshops were held during the months of April and May, followed by the submission of a tentative recommended budget that was provided to City Council on June 10, 2020. At this point, staff has reviewed, revised, and compiled the data from all the work sessions for expected Fiscal Year 2020 - 2021 revenues and expenditures. Therefore, we are submitting the final budget to Council for acceptance and adoption.

RECOMMENDATION / SUGGESTED MOTION:

- A. I MOVE TO OPEN THE PUBLIC HEARING**
 - 1. Presentation by Staff**
 - 2. Call to the public on this item**
- B. I MOVE TO CLOSE THE PUBLIC HEARING**
- C. I MOVE TO RATIFY, APPROVE AND ADOPT RESOLUTION NO. 2131.**

Supporting information is attached to this Agenda Item Review Form.

Fiscal Impact

| | |
|--|--------------------|
| IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: | YES |
| CITY/STATE/FEDERAL FUNDS: | CITY/STATE/FEDERAL |
| TOTAL: | TBD |
| BUDGETED AMOUNT: | TBD |

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):

TBD

Attachments

Resolution No. 2131



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2131

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS,
ARIZONA ADOPTING THE BUDGET FOR THE FISCAL YEAR 2020 - 2021.**

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the City Council did, on July 8, 2020, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and

WHEREAS, in accordance with said chapter of said title, and following due public notice, the Council met on July 8, 2020, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses, and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on July 8, 2020, at the office of the Council for the purpose of hearing taxpayer, therefore be it

RESOLVED, that the said estimates of revenues and expenditures/expenses shown on the accompanying schedules, as now increased, reduced, or changed, are hereby adopted as the budget of the City of San Luis for the fiscal year 2020 - 2021.

PASSED AND ADOPTED by the San Luis City Council, this 8th day of July 2020, in the City of San Luis, Arizona.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Macuil, City Attorney

