



NOTICE OF WORK SESSION

In accordance with §38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Work Session meeting at 6:30 p.m., Wednesday, July 1, 2020. The Work Session 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 of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE SESION DE TRABAJO

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Sesión de Trabajo a las 6:30 p.m., el día Miércoles, 1ro 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
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
July 1, 2020
6:30 p.m.

The July 1, 2020, work session 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.

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 sesion de trabajo del Cabildo del día 1ro 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.

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.

1. **CALL TO ORDER/ROLL CALL**
2. **ITEMS FOR DISCUSSION ONLY**
 2. A. Discussion and possible directions to staff on any and all matters regarding an informational update on the modernization and expansion of Cesar Chavez Boulevard and BUILD Grants opportunity. **(Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)**

- 2. B.** Discussion and possible directions to staff 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)**
- 2. C.** Discussion and possible directions to staff 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)**
- 2. D.** Discussion and possible directions to staff 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)**
- 2. E.** Discussion and possible directions to staff 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)**
- 2. F.** Discussion and possible directions to staff 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)**
- 2. G.** Discussion and possible directions to staff 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)**
- 2. H.** Discussion and possible directions to staff 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)**
- 2. I.** Discussion and possible directions to staff 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)**

3. ADJOURNMENT

IN THE EVENT A MAJORITY OF THE COUNCIL IS NOT PRESENT, AN INFORMAL WORK SESSION MAY BE HELD.



AGENDA ITEM REVIEW FORM

Work Session**2. A.****Meeting Date:** 07/01/2020**Department Head:** Jenny Torres, Economic Development Manager, Administration, Economic Development**Submitted By:** Ivan Gutierrez, Economic Development Assistant, Administration, Economic Development**Action Requested:** Discussion Item - No Action to be Taken**ITEM:**

Discussion and possible directions to staff on any and all matters regarding an informational update on the modernization and expansion of Cesar Chavez Boulevard and BUILD Grants opportunity. **(Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)**

SUMMARY:

The City of San Luis Economic Development and Public Works departments are requesting the opportunity to provide information regarding the status of the modernization and expansion of Cesar Chavez Boulevard and the funding opportunity and constraints for this project.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** No**CITY/STATE/FEDERAL FUNDS:** N/A**TOTAL:** N/A**BUDGETED AMOUNT:** N/A**AVAILABLE AMOUNT TO TRANSFER:** N/A**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

No fiscal impact associated with this item.

Attachments

Cesar Chavez Blvd - Phasing Proposal
Financial Report

June 15, 2020

Ruben Ojeda
Manager, Rights of Way Section
Arizona State Land Department
1616 W. Adams Street
Phoenix, Arizona 85007

Subject: City of San Luis Request for Right-of-Way
Cesar Chavez Boulevard (Juan Sanchez Blvd)

Dear Mr. Ojeda,

The City of San Luis proposes to move forward with the application process for the acquisition of the Arizona State Land for the widening of the Cesar Chavez Boulevard project. The City of San Luis allocated the funding estimated based on the draft appraisal to proceed with the acquisition of the land. The City of San Luis intends to apply for state and federal funding to complete the project. The City also proposes to allocate local funding to complete the project in a period between seven (7) to ten (10) years if funds are available. The phasing of the project includes focusing on the intersection, following up with the widening of the road through different sections. A detailed scope of work for the entire project is attached for your reference.

Phase I

4th Avenue and Cesar Chavez Intersection Improvement FY 2020-2021

Phase II

10th Avenue Intersection Improvement FY-2021-2022

Phase III

6th Avenue Intersection Improvement FY-2022-2023

Phase IV

8th Avenue Intersection Improvement FY-2023-2024

Phase V

4th Avenue to 6th Avenue four lane widening FY-2024-2025

Phase VI

8th Avenue to 10th Avenue four lane widening

FY-2025-2026

Phase VII

1st Street to 4th Street four lane widening

FY 2026-2027

We appreciate all the work that you and your team have provided to the City of San Luis and we look forward to continuing to move the land acquisition process forward. Should you require further information or clarification, please do not hesitate to contact me.

Sincerely,

Jenny Torres
Economic Development Manager

CC: Tadeo de la Hoya, City Manager

Cesar Chavez Boulevard Widening Project

Scope of Work

- Widening Juan Sanchez Blvd. to four lanes
- Installing a roundabout at the intersection of Juan Sanchez Blvd. and Escondido St;
- Providing a new connector road from the US Post Office to the new roundabout;
- Eliminating left-turn lanes at Mesa St. to improve access to the US Post Office;
- Adding turn lanes or raised median centers dividers between eastbound and westbound traffic;
- Providing curb, gutter, and American with Disabilities Act (ADA)-compliant sidewalk and ramps on both sides of the roadway from Escondido ST. to 10th Ave.;
- Improving major intersections at 4th, 6th, 8th, and 10th Ave.;
- Installing traffic signals, traffic signs, and supportive infrastructure;
- Installing adjacent bike lanes along Juan Sanchez Blvd. on both sides of the roadway from Escondido ST. to 10th Ave.;
- Constructing busy bays, turnouts, and bus shelters on both sides of the roadway;
- Providing a new access road into Joe Orduno Memorial Park from US 95;
- Modifying the existing access point to Joe Orduno Memorial Park to provide right-in/right-out movements only, due to the addition of a raised median on Juan Sanchez Blvd;
- Improving drainage, including installation of new storm drain lines and retention basins, as need, from the west end of the project limits to 10th Ave., and by installing roadside retention ditches from 10th Ave. to the east end of the project area;
- Adding street lights from Escondido ST. to 10th Ave. and improving lighting at Avenue F;
- Adding paved shoulders and paved center median from 10th Ave. to Avenue E;
- Constructing new retaining walls;
- Removing a water well, storage tank, and piping west of 4th Ave. and south of the roadway;
- Relocating overhead power facilities;
- Installing conduit for future Intelligent Transportation Systems (ITS) projects; and
- Conducting geotechnical investigations and utility potholing.

Cesar Chavez Blvd. Widening Project

Appraised Value of Land \$ 451,118.01 (\$27,984. 98 per acre)

Appraisal Fee \$ 8,000.00

Acution Adm. Fee \$ 2,500.00

Administrative Fee \$ 13,533.00

Rent \$ 1,200.00

Total Estimated Cost \$ 476,351.01

Appraisal fee paid \$ 8,000.00 (Paid FY-19-20)

Deposit \$ 350,000.00

Total \$ 358,000.00

ASLD Process fund needed \$ 118,351.01

(3.78 acres)* Estimate from
ASLD, probably more

Cost of Private Land \$ 105,783.00 expensive

ROW Consultant \$ 96,652.00

Build Grant Consultant \$ 50,000.00 (estimate)

Total \$ 252,435.00

\$ 370,786.01



AGENDA ITEM REVIEW FORM

Work Session

2. B.

Meeting Date: 07/01/2020

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff 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:

Discussion and possible directions to staff only, no action.

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

Contribution Letter FY 20-21



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
Franca Alonso, Assistant to Council

RECEIVED

FEB 6 2020

By



AGENDA ITEM REVIEW FORM

Work Session

2. C.

Meeting Date: 07/01/2020

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff 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:

Discussion and possible directions to staff only, no action.

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

Luis Ramirez Proposal

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

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



Luis E. Ramirez, MSFS
President



AGENDA ITEM REVIEW FORM

Work Session

2. D.

Meeting Date: 07/01/2020

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff 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:

Discussion and possible directions to staff only, no action.

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



GYPA | Greater
Yuma
Port
Authority

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,

Buna George
Executive Director

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

RECEIVED

FEB 18 2020



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 [Signature]

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.

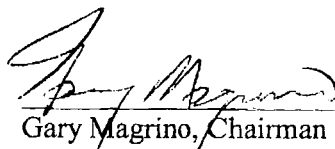
B. Within ninety (90) days following the close of the fiscal year, the Board of Directors shall have caused to be conducted an independent annual audit of the preceding year's financial activities.

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.

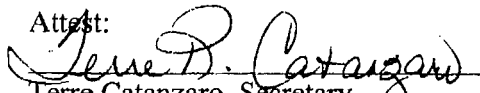
10.7 Corporate Seal.

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

Work Session

2. E.

Meeting Date: 07/01/2020

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff 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:

Discussion and possible directions to staff only, no action.

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

Contribution Letter FY 20-21

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

Work Session

2. F.

Meeting Date: 07/01/2020

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff 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:

Discussion and possible directions to staff only, no action.

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

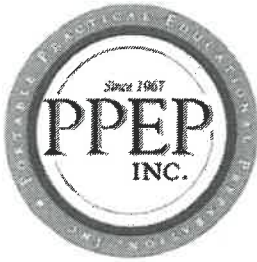
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

These funds are budgeted in FY 2020-21.

Attachments

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

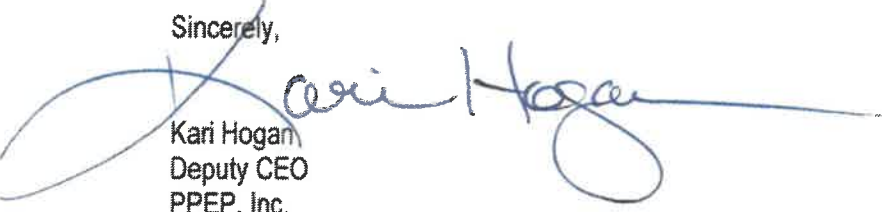
We continue to partner with many community organizations to provide community services activities that are worthwhile and give a wide variety of positive experiences for youth and continue to build low income affordable housing and rehabilitation projects for those in need.

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



AGENDA ITEM REVIEW FORM

Work Session

2. G.

Meeting Date: 07/01/2020

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff 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:

Discussion and possible directions to staff, no action.

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

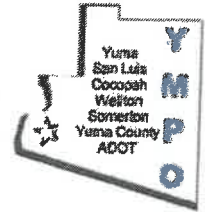
Yuma Metropolitan Planning Organization

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 

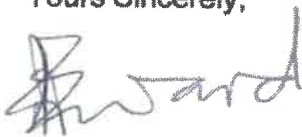
Subject: FY 2020-21 YMPO Member Agency Dues

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,



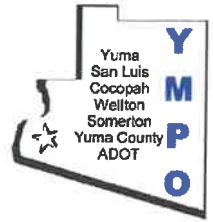
Paul D. Ward, P.E.
Executive Director

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

Subject: FY 2020-21 YMPO Member Agency Dues

Dear Mr. De La Hoya: *Tadeo*

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Yours Sincerely,

A handwritten signature in blue ink, which appears to read 'Paul D. Ward', is positioned above the typed name.

Paul D. Ward, P.E.
Executive Director

cc: Entity dues file



AGENDA ITEM REVIEW FORM

Work Session

2. H.

Meeting Date: 07/01/2020

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff 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:

Discussion and possible directions to staff only, no action.

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



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

Work Session

2. I.

Meeting Date: 07/01/2020

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff 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 services continue 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.ycipt.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:

Discussion and possible directions to staff only, no action.

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

Contribution Letter FY 20-21
Master IGA YCIPTA
Resolution No. 2135



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.

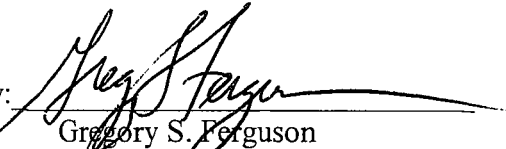
YUMA COUNTY, a body corporate and politic of the State of Arizona

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

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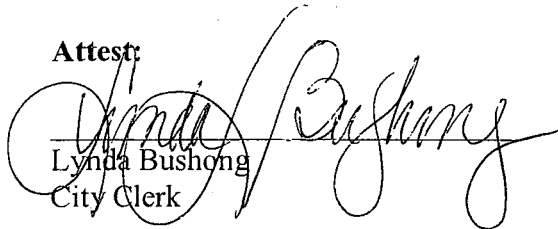
Attest:

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

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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:

Clerk of the Board

By: _____
Chairman of the Board

CITY OF YUMA, an Arizona municipal corporation

Attest:

City Clerk

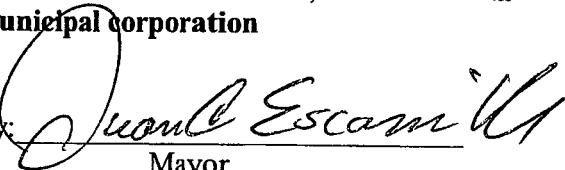
By: _____
City Administrator

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
Board Secretary

By: _____
John Andoh
Transit Director

**TOWN OF WELLTON, an Arizona
municipal corporation**

Attest:

Rodney L. Rinehart
Town Clerk

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

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
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President

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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**

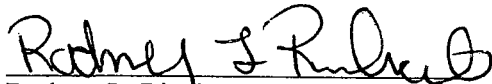
Attest:

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,

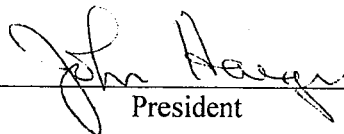
**TOWN OF WELLTON, an Arizona
municipal corporation**

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 22 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

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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.

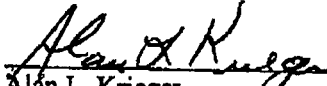
SECTION 2: That the City of Yuma shall participate in the IPTA until such time as a Regional Transportation Authority is formed pursuant to A.R.S. § 48-5301 et seq. and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the 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.

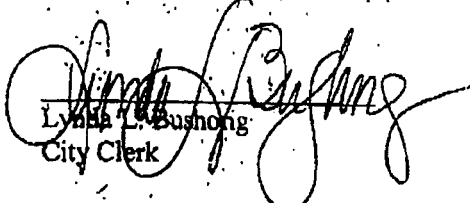
SECTION 4: That the City Council of the City of Yuma may, from time to time, amend this Resolution as necessary.

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

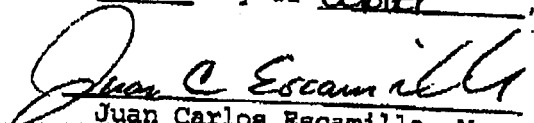
Whereas the City of Somerton has already petitioned the Yuma County Board of Supervisors to form an intergovernmental public transportation authority and it is desired that the City of San Luis join with Somerton and other municipalities in Yuma County to form such an authority;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

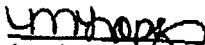
Section 1: That the City Council of the City of San Luis, Arizona hereby authorizes and approves the formation of an Intergovernmental Public Transportation Authority in Yuma County, Arizona; authorizes and approves the City of San Luis becoming a member of such an authority; and authorizes approves 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:

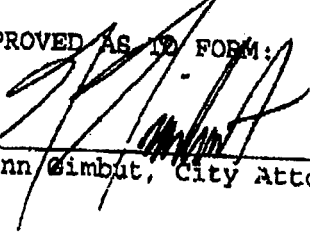

Glenn Gimbut, City Attorney

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 Yepcz- 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 Yepcz- 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 Yepcz- 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

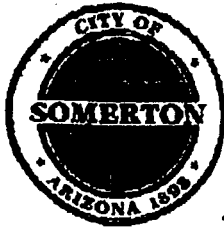
Meeting was adjourned at 8:30 P. M.


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.

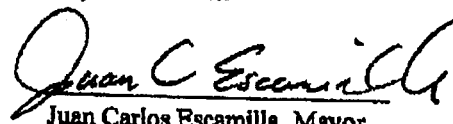
Please advise the City and Town Administrators of the petitioning entities as to what additional steps and actions may be required of them toward completion of the requested action.

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 Deermer 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.

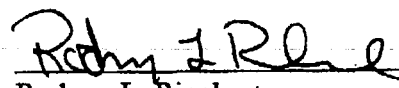
7. Adjournment

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.

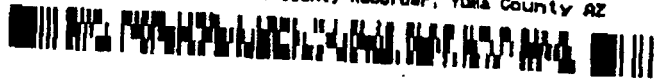
Sincerely,


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

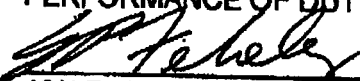
PAGE 2
RESOLUTION NO. 10-52

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



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 August 2020.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney