

## AGREEMENT

This agreement ("Agreement") is made this \_\_\_\_\_ day of August 2020, between:

Yuma Regional Medical Center 2400 South Avenue A Yuma, Arizona 85364  A domestic nonprofit corporation, organized under the laws of Arizona ("YRMC")	The City of San Luis City Hall 1090 East Union Street (Physical Address) San Luis, Arizona  P.O. Box 1170 (Mailing Address) San Luis, Arizona 85349  A municipal corporation, Organized under the laws of Arizona ("City")
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The YRMC and the City may be referred to singularly as the "Party" and collectively as the "Parties."

### **SECTION ONE. DUTIES OF YRMC**

- YRMC shall conduct outreach to inform San Luis, Arizona residents of the benefits of YRMC Cancer Center Hispanic Support Group for those battling cancer.
  
- YRMC shall use the City's funds solely to benefit San Luis residents who participate in the YRMC Cancer Center Hispanic Support Group.

### **SECTION TWO. BOOKS AND RECORDS**

YRMC shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City's sponsorship. Such books shall be kept in a place convenient for City, and City shall have access to and the right to examine such books at any and all reasonable times. YRMC shall prepare a report and submit it to the City, to the City's Public Information Officer, by July 31, 2021, showing an accounting of the City's Sponsorship and providing copies of receipts.

### **SECTION THREE. DUTIES OF City**

City shall pay \$5,000.00 to YRMC solely for the purpose described in SECTION ONE above with no more than \$250.00 of the funds going to outreach.

### **SECTION FOUR. TERMINATION ON DEFAULT**

If YRMC violates any of the terms and conditions of this Agreement, City may terminate this Agreement immediately, in which case City shall have no further liability or obligation to YRMC.

**SECTION FIVE.  
NOTICES**

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

- deposit in the United States Postal Service by certified mail, return receipt requested,
- personal delivery by a process server or
- sent by a nationally recognized courier (for example, Federal Express, U.P.S.)

and addressed to the respective Parties at the addresses in the opening paragraph of this Agreement, or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. For the City, a notice under this Agreement shall be to the attention of the City Manager and a copy to the City Attorney.

**SECTION SIX.  
COMPLIANCE WITH LAWS AND REGULATIONS**

Services performed by YRMC under this Agreement shall be performed in full compliance of all applicable federal, state, and City laws and any rules or regulations promulgated under such laws, including but not limited to the cancellation provisions for conflict of interest of A.R.S. § 38-511.

**SECTION ELEVEN.  
MISCELLANEOUS PROVISIONS**

- No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement. No waiver and no modification shall be effective unless it is in writing signed by the Parties, and then only to the extent expressly set forth in such writing.
- Amendment of the Agreement. Neither Party shall change or add to this Agreement except by written amendment executed by the Parties.
- Severability. If any provision of the Agreement is declared void or unenforceable by a court of competent jurisdiction or by operation of legislation, such provision shall be severed from this Agreement. The remainder of this Agreement shall not be affected by that invalidity or unenforceability, and each provision of this Agreement shall be valid and shall be enforced to the extent permitted by the law.
- Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.
- Venue. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona. In such legal action, the Parties waive any right to object to such venue. Nothing in this paragraph shall be deemed to have authorized the bringing of any legal action in a court without jurisdiction to adjudicate it.
- Attorneys' Fees and Costs. Any action commenced in connection with this Agreement (including court action or arbitration) the Party prevailing in any such action or other proceeding shall be paid all reasonable costs, reasonable financial services fees and reasonable attorney's fees by the

other Party. In the event any judgment is secured by said prevailing Party, all such costs and attorney's fees shall be included in the judgment, such fees to be set by the court and not by jury.

- G. No Assignment. The YRMC shall not assign the obligations arising under this Agreement to any person or entity without the consent of the City.
- H. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a Party shall have any right or cause of action under this Agreement.
- I. No Agency Created. The Parties do not intend to create, and nothing in this Agreement shall create any agency, partnership, joint venture or other similar arrangement between the Parties.
- J. Personal Liability. The elected officials, officers, directors, managers, agents or employees of the City shall not have any personal liability under this Agreement.
- K. Survival. All provisions that logically should survive termination of this Agreement shall survive.
- L. Time is of the essence. Time is of the essence in this Agreement.
- M. Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
- N. Force Majeure. If the YRMC or the City are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by exercising reasonable diligence. This includes, but is not limited to, acts of God, fire, flood, explosions, strikes or labor disputes (over which the affected Party has no control), sabotage, riots, civil commotion, acts of civil or military authority, wars, epidemics or pandemics, orders and measures of governmental authorities in response to the epidemic or pandemic, or material changes in applicable business laws or regulations.
- O. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of this Agreement.
- P. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.
- Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts, and such signature pages all attached to a single instrument, so the signature of all Parties may be physically attached to a single document.
- R. Signed copies. A signed original of this Agreement may be scanned and delivered by facsimile, by email or by other electronic or digital means and may be printed from that scanned original and shall be treated by the Parties as an original of this Agreement and shall be given the same force and effect.

**City of San Luis, Arizona**

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Gerardo Sanchez, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

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Kay Marion Macuil, City Attorney

**Yuma Regional Medical Center**

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Robert J. Trenschel  
President and Chief Executive Officer