



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 at 6:30 p.m., Wednesday, August 5, 2020. The Work Session will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. The August 5, 2020 Work Session, for the safety of the public during the COVID-19 pandemic, will not have in-person attendance for members of the public.

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, 5 de Agosto del 2020. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. Por la seguridad del público durante la pandemia COVID-19, no habrá asistencia en persona para los miembros del público en la sesión de trabajo del 5 de Agosto del 2020.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AMENDED AGENDA

8/4/2020

**AGENDA
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
August 5, 2020
6:30 p.m.**

The August 5, 2020 Work Session, for the safety of the public during the COVID-19 pandemic, will not have in-person attendance for members of the public.

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. The August 5, 2020 Work Session, for the safety of the public during the COVID-19 pandemic, will not have in-person attendance for members of the public.

Por la seguridad del público durante la pandemia COVID-19, no habrá asistencia en persona para los miembros del público en la sesión de trabajo del 5 de Agosto del 2020.

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). Por la seguridad del público durante la pandemia COVID-19, no habrá asistencia en persona para los miembros del público en la sesión de trabajo del 5 de Agosto del 2020.

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 the contract with Yuma Community Food Bank for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**
- 2. B. Discussion and possible directions to staff on any and all matters regarding the contract with Gethsemani Food Ministry 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 approval of a contract with Yuma County Arts and Cultural Group for the 2021 Annual Blazing Desert ComicCon event in San Luis, Arizona 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 approval of a contract with Yuma County Arts and Cultural Group for the San Luis Film Festival event in San Luis, Arizona 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 proposed agreement with Arizona Interagency Farmworkers Coalition, Inc., 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 annual contribution to the 4FrontED Binational Regional Program to promote education, infrastructure, tourism, and economic development. **(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 proposed agreement with Yuma Regional Medical Center (YRMC) Cancer Center 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 building of a temporary Fire Station #2. **(Angel Ramirez, Fire Chief)**
- 2. I. Discussion and possible directions to staff on any and all matters regarding the selection of concept design to move forward with the master plan and cost estimates for the new Community Park. **(Lizandro Galaviz, Director of Parks and Recreation)**
- 2. J. Discussion and possible directions to staff on any and all matters regarding the bidding process for the construction of the 9B restroom facilities project. **(Lizandro Galaviz, Director of Parks & Recreation)**
- 2. K. Discussion and possible directions to staff on any and all matters regarding the modification of the general rules and policies for all open areas and parks around the city. **(Lizandro Galaviz, Director of Parks and Recreation)**

2. L. Discussion and possible directions to staff on any and all matters regarding the temporary suspension of the imposition of a late penalty fee, including shut-off fees on utility accounts during the period of emergency due to the Coronavirus (COVID-19) pandemic. (**Jorge Perez, Billing & Collections Manager**)

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: 08/05/2020

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 Yuma Community Food Bank for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: Yuma Community Food Bank provides, free of charge, food to low-income persons in the City of San Luis.

Amount: The city has entered into an agreement with the Yuma Community Food Bank in the past and has already budgeted **\$25,000.00** for food to low-income persons in the City of San Luis 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:	\$25,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ \$395,146.42

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

These funds are budgeted in FY 2020-21.

Attachments

Agreement

Contribution Letter FY 20-21



AGREEMENT

This agreement (the "Agreement") is effective July 1, 2020, between the City of San Luis, Arizona, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona (the "City"), and Yuma Community Food Bank, a non-profit corporation organized under the laws of Arizona of 2404 E. 24th Street, Yuma, AZ 85365 (the "Food Bank"). The City and the Food Bank may be referred to singularly as the "Party" and collectively as the "Parties").

In consideration of the mutual promises in this Agreement, the Parties agree as follows:

SECTION ONE. PURPOSE

The Parties have the mutual purpose of delivering food to low-income residents of the City of San Luis, Arizona.

SECTION TWO. DURATION

The term of this Agreement shall start on July 1, 2020, and end on June 30, 2021,

SECTION THREE. OBLIGATION OF THE FOOD BANK

- 3.1 The Food Bank promises to deliver food to low-income persons within the city limits of the City of San Luis at least twice per month and to do so free to said low-income persons for the duration of this Agreement.
- 3.2 The Food Bank shall provide to the City of San Luis at the Youth Center food for youth through the Food Bank's Snack Pack Program if feasible.
- 3.3 Food shall be distributed to all qualified persons regardless of religious faith. Money paid in this Agreement shall not be used to promote religious faith or beliefs.
- 3.4 Distribution of food shall conform to all federal, state and local legal requirements, including, but not limited to, all rules and regulations of the Yuma County Health Department.
- 3.5 The Food Bank shall make their financial records available for inspection by the City, or its designee, upon reasonable notice during regular business hours of the City to verify the City's funds are used to benefit the low-income people and youth of the City.

SECTION FOUR. OBLIGATION OF CITY

The City agrees to pay a total of \$25,000 (twenty-five thousand dollars) to the Food Bank for the below separate services.

- 4.1 The City agrees to pay the Food Bank \$25,000.00 (twenty-five thousand dollars) for food services to low-income persons in the city limits of the City of San Luis.

SECTION FIVE. LIABILITY INSURANCE AND INDEMNITY

The Food Bank agrees to defend, indemnify and hold City, their respective affiliates, officers, directors, employees and agents harmless against any losses, claims, demands, suits, actions, judgments, fines or payments for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of food distribution by the Food Bank. The Food Bank obligations under this paragraph shall survive the expiration or termination of this Agreement.

SECTION SIX. COMPLIANCE WITH THE LAW

6.1 Conflict of Interest. Under Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to A.R.S. §38-511.

6.2 Employment Eligibility E-verify. The Food Bank warrants it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. The City retains the legal right to inspect the papers of the Food Bank to ensure that the Food Bank complies with this warranty.

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

SECTION SEVEN. MISCELLANEOUS PROVISIONS

7.1 Notices. All notices, approvals and communications provided for herein, or given in connection, shall be validly given, made, delivered or served if in writing and delivered personally by a process server or sent by a nationally recognized courier (e.g., Federal Express, Airborne, and UPS) or by United States Postal Service certified with return receipt requested and postage prepaid to:

If to the City: City Manager
 City of San Luis
 P.O. Box 1170 (by United States Postal Service)
 1090 East Union Street (by personal process or courier)
 San Luis, Arizona 85336

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

If to the
Food Bank President/CEO
 Yuma Community Food Bank
 2404 E. 24TH Street, Suite A
 Yuma, Arizona 85365

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

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

7.3 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of the provisions of the Agreement.

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

7.5 Amendment of the Agreement. No change or additions are to be made to this Agreement except by written amendment executed by the Parties.

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

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

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

7.9 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 or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action. Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

7.10 Attorney's Fees and Costs. If any Party finds it necessary to bring any action at law or other proceedings, including arbitration, against the other Party to enforce any of the terms, covenants or conditions of this Agreement or for any breach or default, the Party prevailing in any such action or other proceedings shall be paid all reasonable costs 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 this Agreement such fees to be set by the court and not by a jury.

7.11 Assignment. The rights of each Party under this Agreement shall not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

7.12 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.

7.13 No Agency Created. It is not intended by this Agreement to, and nothing in this Agreement shall create any partnership, joint venture or other similar arrangements between the City and the Food Bank.

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

7.15 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 contract.

7.16 Time is of the essence. Time is of the essence in this Agreement, and the Food Bank agrees to use the utmost diligence to perform this Agreement.

7.17 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject of this Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.

7.18 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.

7.19 Ratification. Acts taken under this contract, but before its execution, are hereby ratified and confirmed.

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

The Parties have executed this Agreement in Yuma County, Arizona.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Yuma Community Food Bank

Signature

Print Name

Title

Date: _____

February 7, 2020

San Luis City Council
City of San Luis
1090 E. Union Street
San Luis, Arizona 85349

RECEIVED

FEB 10 2020

By *[Signature]*

Mayor Gerardo Sanchez and San Luis City Council Members,

Greetings from your Yuma Community Food Bank!

For over 40 years, the Yuma Community Food Bank (YCFB) has served Yuma and the surrounding communities in Yuma County with donated food through multiple programs, to the San Luis Community. These programs include the distribution of USDA Commodities through The Emergency Food Assistance Program (TEFAP), the Commodity Supplemental Food Program (CSFP) all managed by DES, privately donated produce distributions and food support to the San Luis Senior Nutrition Center location.

In fiscal year 2018-19 YCFB served 4532 residents in San Luis, with two programs, TEFAP for families and CSFP for seniors. In FY19, the pounds distributed with a total value of \$403,724.

We look forward to supporting the families & seniors in San Luis in the new expansion of the facilities in 2021 that will include TEFAP & CSFP commodities that will be managed locally under the auspices of City of San Luis, Parks and Recreation. Having the designation of Agency will give more autonomy to the time and dates of distribution. We will support the staff with training and governance for agency reporting and documentation required by USDA/DES.

YCFB respectfully requests support in the amount of \$25,000 for fiscal year 2020. YCFB has truly appreciated the support and partnership that the City Council has provided to the Food Bank. We look forward to continued collaboration in our fight against hunger in your community.

If you need any additional information or if I may make a presentation to your council, please feel free to contact me: (928) 259-2203 or whitehead@yumafoodbank.org

Gratefully,

[Signature: Jason Whitehead]



AGENDA ITEM REVIEW FORM

Work Session

2. B.

Meeting Date: 08/05/2020

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 Gethsemani Food Ministry for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: Gethsemani Food Ministry provides, free of charge, food to low-income persons in the City of San Luis.

Amount: The city has entered into an agreement with Gethsemani Food Ministry in the past and has already budgeted **\$5,000.00** to provide food for families that are going through an economic hardship in the City of San Luis. This agreement is 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:	\$5,000.00
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):

N/A

Attachments

Contract

Contribution Letter FY 20-21



AGREEMENT

This agreement (this "Agreement") is effective the date of the last signature, between the City of San Luis, Arizona, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona (the "City"), and Gethsemani Food Ministries, a faith-based charitable organization of 1011 B Street, P.O. Box 2067, San Luis, AZ 85349 ("Food Ministries"). The City and the Food Ministries may be referred to singularly as the "Party" and collectively as the "Parties").

In consideration of the mutual promises in this Agreement, the Parties agree as follows:

SECTION ONE. PURPOSE

The public purpose of this contract is to deliver food to low-income residents of the City of San Luis, Arizona.

SECTION TWO. DURATION

The term of this Agreement shall start on the date of execution which is the day the last Party approved this Agreement and end on June 30, 2021.

SECTION THREE. OBLIGATION OF THE FOOD BANK

- 3.1 The Food Ministries promises to deliver food to low-income persons within the city limits of the City of San Luis at least twice per month and to do so free of charge to said low-income persons for the duration of this Agreement. The Food Ministries shall provide proof to the City that it provided \$5,000.00 worth of food to low-income persons.
- 3.2 Food shall be distributed to all above-qualified persons regardless of religious faith. Monies provided herein shall not be used to promote religious faith or beliefs.
- 3.3 Distribution of food shall conform to all federal, state and local legal requirements, including, but not limited to all rules and regulations of the Yuma County Health Department.

SECTION FOUR. OBLIGATION OF CITY

The City agrees to pay the Food Ministries \$5,000.00 (five thousand dollars) for

food services to low-income persons in the city limits of the City of San Luis.

SECTION FIVE. LIABILITY INSURANCE AND INDEMNITY

The Food Ministries agrees to defend, indemnify and hold City, their respective affiliates, officers, directors, employees and agents harmless against any losses, claims demands, suits, actions, judgments, fines or payments for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of food distribution by the Food Ministries. The Food Ministries obligations under this paragraph shall survive the expiration or termination of this Agreement.

SECTION SIX. PROVISIONS REQUIRED BY ARIZONA LAW

6.1 Conflict of Interest. Under Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to A.R.S. §38-511.

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

SECTION SEVEN. MISCELLANEOUS PROVISIONS

7.1 Notices. All notices, approvals and communications provided for herein, or given in connection, shall be validly given, made, delivered or served if in writing and delivered personally by process server or sent by a nationally recognized courier (e.g., Federal Express, Airborne, UPS) or by United States Postal Service certified with return receipt requested and postage prepaid to:

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

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

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

If to the
Food Ministries President
Gethsemani Food Ministries
P.O. Box 2067 (by United States Postal Service)
San Luis, Arizona 85349

1101 B Street (by personal process or courier)
San Luis, Arizona 85336

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

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

7.3 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of the provisions of the Agreement.

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

7.5 Amendment of the Agreement. No change or additions are to be made to this Agreement except by written amendment executed by the Parties.

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

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

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

7.9 Venue. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona or in the United State District Court for the District of Arizona at the election of the plaintiff in such legal action. Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

7.10 Attorney's Fees and Costs. If any Party finds it necessary to bring any action at law or other proceeding, including arbitration, against the other Party to enforce any of the terms, covenants or conditions hereof, or for any breach or default, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorney's fees by the other Party, and in the event any judgment is secured by said prevailing Party, all such costs and attorney's fees shall be included therein, such fees to be set by the court and not by jury.

7.11 Assignment. The rights of each Party under this Agreement shall not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

7.12 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.

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

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

7.15 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 contract.

7.16 Time is of the essence. Time is of the essence in this Agreement, and the Food Ministries agrees to use the utmost diligence in the performance of this Agreement.

7.17 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.

7.18 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.

SECTION EIGHT. EFFECT OF AGREEMENT

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

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

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date:_____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Gethsemani Food Ministries

Jose Manuel Castro, Pastor

Date:_____



AGENDA ITEM REVIEW FORM

Work Session

2. C.

Meeting Date: 08/05/2020

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 approval of a contract with Yuma County Arts and Cultural Group for the 2021 Annual Blazing Desert ComicCon event in San Luis, Arizona for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Arizona Western College Students through the Yuma County Arts and Cultural Group have put on successful Blazing Desert ComicCon events in March since 2016. We are expecting another successful Blazing Desert ComicCon in March 2021. They will use the city logo in their advertising for the event. The City Council has already budgeted funds in the amount of **\$5,000.00** 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:	\$5,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ \$395,146.42

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

These funds are budgeted in FY 2020-21.

Attachments

Contract

Contribution Letter FY 20-21

AGREEMENT

This agreement (“Agreement”) made this _____ day of August 2020, between Yuma County Arts and Cultural Group, of P.O. Box 4293 San Luis, Arizona 85349, (“Group”), and City of San Luis, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona (“City”). The Group and the City may be referred to singularly as the “Party” and collectively as the “Parties.”

SECTION ONE. ANNUAL SAN LUIS FILM FESTIVAL

Under the terms and conditions of this Agreement, the 2021 Annual Blazing Desert ComicCon event shall be held in San Luis, Arizona, in March of 2021 or a date before June 30, 2021, when in-person gatherings are safe, considering that at the time of the execution of this contract, we are experiencing the coronavirus disease 2019 (COVID-19) pandemic. And there is news of a possible flu pandemic. In the event that the City, in its sole discretion, determines that in person gatherings are not safe or this event should not be held, for whatever reason, including no reason at all, then the City reserves the right to terminate this agreement, in full, without legal recourse by Group or liability or obligation to Group whatsoever..

SECTION TWO. DUTIES OF GROUP

Group shall advertise and promote Blazing Desert ComicCon and do or cause to be done all other things necessary or advisable to make the event a success.

SECTION THREE. ADVERTISING OF CITY’S NAME

Group shall cause City’s name to appear prominently in all advertising and publicity in connection with Blazing Desert ComicCon.

SECTION FOUR. DUTIES OF CITY

- A. City shall pay \$5,000.00 to Group. Payment shall be made out to Yuma County Arts and Cultural Group in care of Antonio Carrillo.
- B. City shall make the Cesar Chavez Cultural Center, 1015 North Main Street, San Luis, Arizona, available for the 2021 Annual Blazing Desert ComicCon events. It is understood that the event may take place as an outdoor event or a virtual event.
- C. City staff shall work with Group to make Blazing Desert ComicCon successful, such as promotion on the City’s website and led sign, and assistance with set-up and tear down.
- D. Otherwise, all expenses in any way pertaining to Blazing Desert ComicCon shall be the sole and separate liability of Group. City assumes no financial responsibility of any kind or nature relative to Blazing Desert ComicCon.

SECTION FIVE. LIABILITY INSURANCE

Group shall provide City a Certificate of Insurance. Group shall carry proper liability insurance in an amount and with companies acceptable to City, naming City as an additionally insured and fully protecting and indemnifying City from every possible claim for accidents or other liabilities, to employees and all other persons, that might arise in connection with Blazing Desert ComicCon, including preparation for the events, the events themselves, and any acts in any way connected with the events.

SECTION SIX. BOOKS AND RECORDS

Group 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. Group shall prepare a report and submit it to the City, to the City's Public Information Officer, by April 6, 2021, showing an accounting of the City's Sponsorship and providing copies of receipts.

SECTION SEVEN. ASSIGNMENT OF RIGHTS

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

SECTION EIGHT. NO WAIVER

The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION NINE. TERMINATION ON DEFAULT

If Group fails to comply with 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 Group.

SECTION TEN. GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced under the laws of Arizona. This agreement is subject to the cancellation provisions of A.R.S. Sec. 38-511.

SECTION ELEVEN. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

SECTION TWELVE. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if placed in writing and signed by each Party or an authorized representative of each Party.

SECTION THIRTEEN. SECTION HEADINGS

The titles to the sections of this Agreement are solely for the convenience of the Parties. They shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

SECTION FOURTEEN. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

The Parties have executed this Agreement at San Luis, Arizona, the day and year first set forth above.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Yuma County Arts & Cultural Group

Antonio Carrillo, President & CEO

Yuma County Arts and Cultural Group
% Antonio Carrillo
P.O. Box 4293
San Luis, Arizona 85349

February 4, 2020

Mayor Gerardo Sanchez and City of San Luis Council Members
P.O. Box 1170
San Luis, Arizona 85349

Dear Mayor Sanchez and members of the City Council,

The **2020 Blazing Desert ComicCon** – San Luis, Arizona will be held on Saturday March 7, 2020 from 12 pm to 8 pm at the Joe Orduno Complex.

The program will be made available as soon as is fully completed. It will be published on all online platforms for the event. A preliminary list of special guests from Dallas, Los Angeles, Burbank, San Francisco, Phoenix, Tucson, San Diego and Tempe is included below for your convenience.

- *Ian Sinclair*, American voice actor and voice director who works with *Funimation* and *Sentai Filmworks*. He provides voices for English versions of Japanese anime series and video games.
- *Michael Sorich*, American actor, voice actor, writer, director and voice director.
- *Lorentz iWood*, youtuber and cosplayer artist 76K followers on Instagram, 12K on Facebook
- *Heartless Aquarius*, 13K followers on Instagram, 7K on Facebook
- *Mandalorian Mercs*, 67K followers on Instagram, 5K on Facebook
- *Nicole Spickerman* [Corgi Cosplay], 12K followers on Facebook
- *AZ Legacy Rangers*, charity cosplayers.
- *Choco Cosplay*, cosplay artist
- *Royal Cosplay Café*, cosplayer artists
- And many other local artists and cosplayers.

For the past six years, we have hosted so many pop artists in our city, more than our sister cities in the area in the same period. All the logistics, organization and costs has made it difficult for our group of volunteers to sustain an event of this magnitude. We hope that our city government continues to support this event and provides us with the financial support to bring the **2021 Blazing Desert ComicCon** to San Luis. For these reasons and on behalf of the organizers, I would like to request your financial assistance in the amount of \$5,000 for this purpose.

I have included a list of benefits that this event has brought to our community.

- Promotes a positive image of San Luis
- Fun for all family members
- Diversity of comic con fans in our city
- Access to activities that are usually only available in large urban and cosmopolitan cities
- Encourages inclusion of peoples of all backgrounds in a single event
- Impacts San Luis businesses positively
- Mentors youngsters as future leaders
-

If you have any questions, please contact me at your convenience at (928) 246-5212 or via email.

Respectfully,



Antonio C. Carrillo, MA/MEd

RECEIVED

FEB 5 2020

Cc: Mr. Tadeo de La Hoya





AGENDA ITEM REVIEW FORM

Work Session**2. D.****Meeting Date:** 08/05/2020**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 approval of a contract with Yuma County Arts and Cultural Group for the San Luis Film Festival event in San Luis, Arizona for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Every year the San Luis Film Festival committee puts on a successful venue, which will take place in November 2020. They will use the city logo in their advertising for the event. The City Council has already budgeted funds in the amount of **\$5,000.00** for Fiscal Year 2020-2021.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff, no motion.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$5,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ \$395,146.42

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

These funds are budgeted in FY 2020-21.

Attachments

Contract

Contribution Letter FY 20-21

Yuma County Arts and Cultural Group
P.O. Box 4293
San Luis, Arizona 85349

February 4, 2020

City of San Luis Mayor Gerardo Sanchez and Council Members
P.O. Box 1170
San Luis, Arizona 85349

Dear Mayor Sanchez and members of the Council,

I am hereby asking for your financial assistance to organize and celebrate the 2020 San Luis Film Festival on November 10-13, 2020 in San Luis, Arizona.

For the past eight years, we have programmed more than 20 different movies from the following countries; USA, Mexico, Austria, Spain, France, Dominican Republic and Spain. We have hosted more than thirty actors, directors and producers during these years. Many of our guests have been recognized by the film industries of different countries around the world.

This festival premiered in the year 2012 as part the statewide centennial celebration. Our goal is to screen quality films and to serve as a platform for local and regional talents to showcase their own projects. This event provides excellent and entertaining movies for the entire family. The dynamics of the event include four movie screenings, one each night, along with a Q&A audience session with actors/directors who have participated in the film. Last year, we included the "Sonrie San Luis" [*What Makes Me Smile About San Luis?*] short film competition open to senior and junior students from San Luis High School and PPEP-Tec High School. We are extremely satisfied with the response from our community and look forward to expand in this area.

These year activities are still under discussion and will be communicated to the public though the film festival online platforms as soon as they become available.

We are grateful to the community of San Luis and the region for their participation and their support. The film screenings during the four days of the festival have always been offered free of charge. For the volunteers, the logistics, costs associated with administration, film fees, transportation, marketing, printing, planning, volunteers' incentives, etc., continues to be a challenge for us. We will be able to hold this San Luis event this year and would like to request your assistance. We would like to request your financial assistance in the amount of \$5,000.00.

This event has established as an attraction at the City of San Luis and the region. Public participation has been increasing year by year. The festival helps highlight San Luis as an artistic hub along the different artistic activities taking place here throughout the year. We want to continue offering this type of activities only available in big cities, but cannot do it without your help.

If you have any questions, please contact me at your convenience at (928) 246-5212 or via email.

Respectfully,



Antonio C. Carrillo, MA/MEd

Cc: Mr. Tadeo de La Hoya

RECEIVED

FEB 5 2020

By 



AGENDA ITEM REVIEW FORM

Work Session

2. E.

Meeting Date: 08/05/2020

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 Arizona Interagency Farmworkers Coalition, Inc., for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: Arizona Interagency Farmworkers Coalition, Inc. (AIFC) is a non-profit organization whose primary focus is to increase awareness and coordinate efforts for migrant and seasonal agricultural workers in the state of Arizona. Each year, AIFC awards between 5 to 10 scholarships in the amount of \$1,500.00 to students from migrant families. The Agreement requires that the city's funds would go no more than 5% to promote the scholarship in San Luis and the rest for scholarships to students who are residents of San Luis seeking post-secondary education.

Amount: The city has already budgeted funds for **\$3,000.00** for AIFC scholarships 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:	3,000.00
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

AIFC Agreement

Contribution Letter FY 20-21

AGREEMENT

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

Arizona Interagency Farmworkers Coalition, Inc. 5201 North Nisbet Road Scottsdale, Arizona 85254 A domestic nonprofit corporation, organized under the laws of Arizona ("AIFC")	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")
--	--

The AIFC and the City may be referred to singularly as the "Party" and collectively as the "Parties."

**SECTION ONE.
DUTIES OF AIFC**

- AIFC shall promote the post-secondary scholarships available through AIFC to students who are residents of San Luis, Arizona.
- AIFC shall award funds provided by the City solely to students who are San Luis residents and only for scholarship money to be used for post-secondary education. The funds shall be awarded no later than June 30, 2021.

**SECTION TWO.
BOOKS AND RECORDS**

AIFC 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. AIFC 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.

By July 31, 2021, AIFC shall prepare a presentation for City Council of how the City's funds were spent, obtaining any necessary consents from scholarship recipients. Outlines, documents, photographs, or video produced for the presentation shall be submitted to the City's Public Information Officer.

**SECTION THREE.
DUTIES OF City**

City shall pay \$3,000.00 to AIFC solely for the purpose described in SECTION ONE above with no more than \$150.00 of the funds going to promotion.

**SECTION FOUR.
TERMINATION ON DEFAULT**

If AIFC 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 AIFC.

**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 AIFC 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.

- F. 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 AIFC 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 ought to 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 AIFC 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

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

**Arizona Interagency Farmworkers
Coalition, Inc.**

Fernando Quiroz, President



RECEIVED

FEB. 18 2020

February 18, 2020,

Dear Mr. De La Hoya,

In Arizona, there are tens of thousands of migrant and seasonal agricultural workers that make it possible for everyone to have fresh fruits and vegetables on their tables every day.

The Arizona Interagency Farmworkers Coalition, Inc. (AIFC) is a non-profit organization whose primary focus is to increase awareness and coordinate efforts around available resources and programs for migrant and seasonal agricultural workers in the state of Arizona. Our working Board of Directors includes representatives from such diverse areas as Education, Health, Labor, and other community based organizations.

AIFC's main activity is our annual educational conference and scholarship award ceremony. Each year, AIFC awards between five and ten \$1,500 scholarships to students from families that earn a living as migrant or seasonal agricultural workers. The AIFC conference is the only one of its kind in Arizona that provides opportunities to build collaborative relationships across agencies and disciplines to provide the most relevant, useful, and updated information for those that work with the people that put food on all of our tables.

We hope you will consider a donation to AIFC. All scholarship donations and proceeds from items auctioned at our live and silent auctions go directly to supporting awardees' post-secondary academic pursuits. We gratefully accept both monetary contributions and items that may be auctioned at our silent and live auction during the conference to support our scholarship program, as well as general donations to support the conference.

Included you will find our sponsor and donation forms, a description of benefits for donating at various levels, and the registration form if you are able to join us at our conference in Yuma, September 22-23, 2020. We would love to see you there!

If you have questions or would like any additional information about AIFC, the scholarship program, or the conference, please contact either Fernando Quiroz at 928-287-4125 or Lisa Nieri at 602-312-5016.

The 2020 AIFC Board Members thank you for considering an investment in our next generation by supporting post-secondary education for students of agricultural worker families.

Sincerely,

Fernando Quiroz, President
Maria Silva, Vice-President
Lisa Nieri, Treasurer
Maria V. Chavez
Rosa Varela
John Arnold
Iris Castaneda
Miguel Ramos
Karina Salcedo
Ernesto Lugo
Miguel A. Garcia

ARIZONA INTERAGENCY FARMWORKERS COALITION, INC.
5201 E NISBET ROAD | SCOTTSDALE AZ 85254 | 602.288.7569



AGENDA ITEM REVIEW FORM

Work Session

2. F.

Meeting Date: 08/05/2020

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 annual contribution to the 4FrontED Binational Regional Program to promote education, infrastructure, tourism, and economic development. **(Tadeo A. De La Hoya, City Manager and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

The municipalities within Yuma County and Yuma County entered into an intergovernmental agreement creating 4FrontED; a binational program focused on education, infrastructure, tourism, and economic development. The mayors, county supervisor and the economic development staff or designee of each community compose the 4FrontED membership. The member county and cities contribute to the funding to meet the goals of this agreement based on twenty cents (20¢) per capita for each jurisdiction.

The total due for the City of San Luis based on the 2019 population is \$7,598.00.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff item only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$7,598.00
BUDGETED AMOUNT:	\$7,598.00
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000, Contractual Services/\$399,920.00

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

2020-2021 Funding Commitment
2019 Population Estimate

**JULY 1, 2019 POPULATION ESTIMATES
FOR ARIZONA'S COUNTIES, INCORPORATED PLACES AND UNINCORPORATED BALANCE OF COUNTIES**

	ESTIMATE		ESTIMATE		ESTIMATE
APACHE COUNTY	71,808	MARICOPA COUNTY	4,367,835	PIMA COUNTY	1,044,675
Eagar	4,925	Apache Junction *	322	Marana *	49,323
Saint Johns	3,483	Avondale	84,595	Oro Valley	45,901
Springerville	1,986	Buckeye	81,624	Sahuarita	31,451
Unincorporated	61,414	Carefree	3,771	South Tucson	5,705
		Cave Creek	5,834	Tucson	546,576
COCHISE COUNTY	129,778	Chandler	266,804	Unincorporated	365,719
Benson	5,054	El Mirage	34,359		
Bisbee	5,369	Fountain Hills	24,225	PINAL COUNTY	455,210
Douglas	16,656	Gila Bend	2,019	Apache Junction *	41,066
Huachuca City	1,794	Gilbert	259,386	Casa Grande	56,962
Sierra Vista	44,035	Glendale	243,262	Coolidge	12,734
Tombstone	1,338	Goodyear	88,870	Eloy	19,438
Willcox	3,652	Guadalupe	6,373	Florence	27,980
Unincorporated	51,880	Litchfield Park	6,811	Hayden *	0
		Mesa	497,439	Kearny	2,115
COCONINO COUNTY	147,275	Paradise Valley	14,134	Mammoth	1,546
Flagstaff	76,338	Peoria *	180,161	Marana *	0
Fredonia	1,313	Phoenix	1,617,344	Maricopa	54,791
Page	7,686	Queen Creek *	46,271	Queen Creek *	6,867
Sedona *	2,885	Scottsdale	247,944	Superior	3,063
Tusayan	589	Surprise	136,194	Winkelman *	0
Williams	3,352	Tempe	188,616	Unincorporated	228,648
Unincorporated	55,112	Tolleson	7,085		
		Wickenburg *	6,988	SANTA CRUZ COUNTY	53,161
GILA COUNTY	55,159	Youngtown	6,599	Nogales	22,917
Globe	7,514	Unincorporated	310,805	Patagonia	1,000
Hayden *	644			Unincorporated	29,244
Miami	1,815	MOHAVE COUNTY	216,985		
Payson	16,168	Bullhead City	41,193	YAVAPAI COUNTY	232,386
Star Valley	2,353	Colorado City	4,912	Camp Verde	11,162
Winkelman *	355	Kingman	31,480	Chino Valley	11,914
Unincorporated	26,310	Lake Havasu City	56,738	Clarkdale	4,517
		Unincorporated	82,662	Cottonwood	12,249
GRAHAM COUNTY	38,476			Dewey-Humboldt	4,128
Pima	2,534	NAVAJO COUNTY	112,825	Jerome	450
Safford	9,951	Holbrook	5,215	Peoria *	0
Thatcher	5,255	Pinetop-Lakeside	4,563	Prescott	42,566
Unincorporated	20,736	Show Low	11,736	Prescott Valley	46,458
		Snowflake	6,118	Sedona *	7,489
GREENLEE COUNTY	10,375	Taylor	4,447	Wickenburg *	809
Clifton	4,405	Winslow	9,481	Unincorporated	90,644
Duncan	759	Unincorporated	71,265		
Unincorporated	5,211			YUMA COUNTY	229,957
				San Luis	37,990
LA PAZ COUNTY	22,085			Somerton	17,698
Parker	3,341			Wellton	3,254
Quartzsite	3,950			Yuma	105,365
Unincorporated	14,794			Unincorporated	65,650
				ARIZONA	7,187,990

***POPULATION FOR PLACES IN TWO COUNTIES**

Apache Junction	Pinal & Maricopa	41,388
Hayden	Gila & Pinal	644
Marana	Pima & Pinal	49,323
Peoria	Maricopa & Yavapai	180,161
Queen Creek	Pinal & Maricopa	53,138
Sedona	Coconino & Yavapai	10,374
Wickenburg	Maricopa & Yavapai	7,797
Winkelman	Gila & Pinal	355



AGENDA ITEM REVIEW FORM

Work Session

2. G.

Meeting Date: 08/05/2020

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 Yuma Regional Medical Center (YRMC) Cancer Center for Fiscal Year 2020-2021. **(Tadeo A. De La Hoya, City Manager, and Francia Alonso, Assistant to Council/PIO)**

SUMMARY:

Service: Yuma Regional Medical Center (YRMC) Cancer Center Hispanic Support Group provides support and guidance to cancer patients, their families, and loved ones. YRMC Cancer Center currently has 40 active participants from Yuma County, a majority of which are from the City of San Luis and the City of Somerton. The city's funds will go to benefit those in the group who are residents of San Luis and no more than 5% of the funds for outreach in San Luis regarding the support group.

Amount: The City of San Luis has already budgeted funds in the amount of **\$5,000.00** 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:	\$5,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ \$395,146.42

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

These funds are budgeted in FY 2020-21.

Attachments

AGREEMENT

This agreement ("Agreement") is 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")
--	---

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

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Yuma Regional Medical Center

Robert J. Trensche
President and Chief Executive Officer



AGENDA ITEM REVIEW FORM

Work Session

2. H.

Meeting Date: 08/05/2020

Department Head: Angel Ramirez, Fire Chief, Fire Department

Submitted By: Angel Ramirez, Fire Chief, Fire Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the building of a temporary Fire Station #2. **(Angel Ramirez, Fire Chief)**

SUMMARY:

The Fire Station #2 project will get us to the east side of the city. Fire Station #2 will be built as temporary housing in order to respond in a more efficient and timely manner to the residents of East San Luis. We have seen our city grow exponentially, and it's time to have a presence in this area.

We also had our annual audit from the Arizona Department of Health Services (ADHS), and they recommend having a station on the east side because our response times keep increasing due to the location of Fire Station #1. Being able to maintain our response times down will make us provide better services and meet the standards imposed by ADHS on our Certificate of Necessity (CON).

Also, by having a station on the east side will also help us with our ISO (Insurance Services Office) rating. Right now, we are a class 3 Fire Department, but we were two (2) points away from obtaining a class 2 designation, which only 1,597 can say they have this designation in the country.

Fire Station #1 was built to house ten (10) firefighters. Today, we have 14 firefighters on a daily basis. During this pandemic, we have been actively seeking ways to minimize the spread of COVID-19 amongst the crews. It has been very difficult, but we have managed. It is necessary to be able to split up the crews because if one gets infected, there is a possibility that all crew members might get exposed and infected. This is something we don't want to have since it would create a shortage of personnel, and we would want to keep the same levels of staffing throughout this pandemic.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, not an action item.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$250,000
BUDGETED AMOUNT:	\$250,000
AVAILABLE AMOUNT TO TRANSFER:	0

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 806-860-90015.182

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

n/a



AGENDA ITEM REVIEW FORM

Work Session

2. I.

Meeting Date: 08/05/2020

Department Head: Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the selection of concept design to move forward with the master plan and cost estimates for the new Community Park. **(Lizandro Galaviz, Director of Parks and Recreation)**

SUMMARY:

The Parks & Recreation Department has been working alongside the Planning & Zoning Department, Public Works, Police Department, and Fire Department regarding the new San Luis Community Park that will be located on the East side of San Luis, AZ. Staff would like to present to City Council the conceptual design for approval to move forward with the master plan and cost estimates. Parks and Recreation Director is requesting direction from the City Council to move forward with the design concept and develop cost estimates for future development.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action item.

N/A

Fiscal Impact

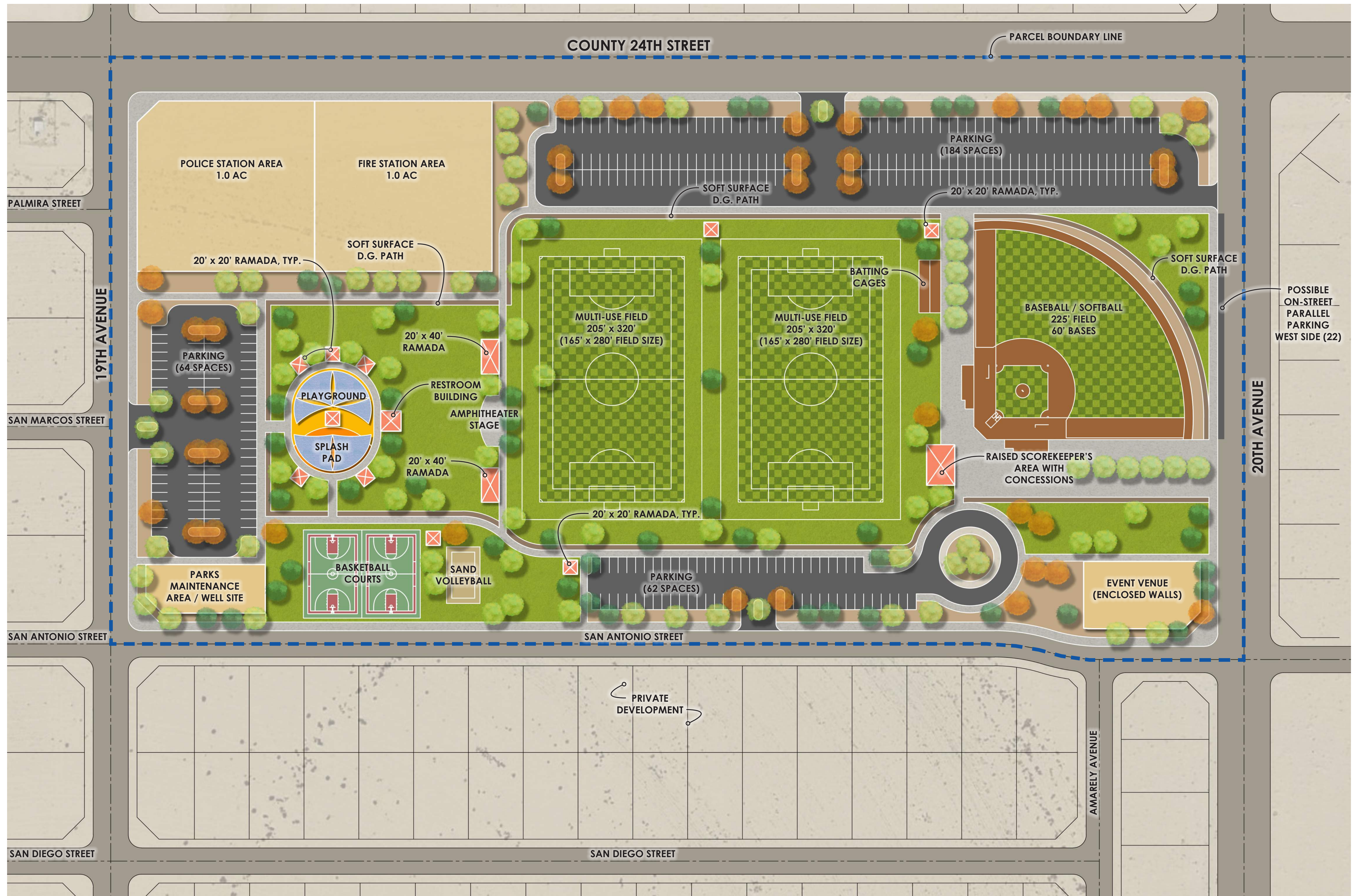
IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	N/A
BUDGETED AMOUNT:	\$75,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	CAPITAL PROJECTS 806-860-90015.145

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

Project is budgeted under the Capital Projects Budget for Fiscal Year 2020-2021.

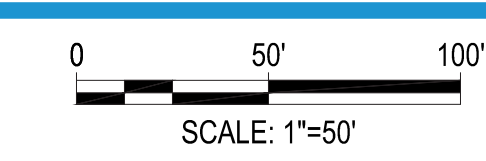
Attachments

San Luis Community Park - Master Plan Proposal



SAN LUIS COMMUNITY PARK

CONCEPTUAL MASTER PLAN - C (19.96 ACRES)



MAY 27, 2020



AGENDA ITEM REVIEW FORM

Work Session

2. J.

Meeting Date: 08/05/2020

Department Head: Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the bidding process for the construction of the 9B restroom facilities project. **(Lizandro Galaviz, Director of Parks & Recreation)**

SUMMARY:

Last month an invitation to bid was placed in the newspaper on behalf of the City of San Luis - Parks & Recreation Department for the 9-B Retention Basin Park Restroom Facilities Project. This was done in hopes of getting qualified vendors to assist with the construction of an ADA-Compliant Restrooms facility, keeping in mind mobilization, construction of a 473 square foot restroom facility, and post-construction clean up as well as any other work incidental to the project as specified in the Specifications and Project Plans.

On July 08, 2020, the Office of the City Clerks received bids from 4 Powers Contracting, LLC, Merrill Walker Builders, Inc., and Yuma Valley Contractors. All closed bids were opened on July 08, 2020, at 3:00 pm. Upon staff reviewing bids, staff would like to recommend to City Council to reject the current bids due to them being higher than expected. All three bids are currently extremely over budget. Staff would like to recommend the possibility of using subcontractors as well as in-house labor. Subcontractors & in house labor would stay within budget and begin the construction of the 9B restroom facilities project.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, not an action item.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	YES
TOTAL:	N/A
BUDGETED AMOUNT:	60,000
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Captal outlay CIP Parks \$1,315,000

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

Attachments

Bid Opening Log

Bid Number 1: 4 Powers Contracting, LLC

Bid Number 2: Merrill Walker Builders, Inc.

Bid Number 3: Yuma Valley Contractors

BID FORM A – Solicitation Response Cover Sheet

SOLICITATION RESPONSE COVER SHEET

City of San Luis, Arizona

Solicitation Response: **No. 2020-PR-001**

Description – **9-B Retention Basin Park Restroom Facilities Project**

City Department: **Parks and Recreation Department**

Please note all that apply:

- Addenda Number(s) Received (if any)
- Original Forms A THROUGH F One Original and One Photocopy

Business Name: 4 Powers Contracting, LLC

Business Address 3075 South Avenue 4E

Yuma, AZ 85365

Business Email: najeh@edaisgroup.com or wes@4powerscontracting.com

Business Phone: 928-317-0446 Business Fax: 928-341-1075

Business Contact: Najeh K Edais Title: Member Date: 07-08-2020

The undersigned has carefully examined the plans, specifications, bid documents and illustrative contract documents, addenda carefully examined the site, is familiar with local conditions affecting cost of the Work and miscellaneous items of adjunct work, the nature and extent of excavation needed and type, character and general conditions of material to excavated, existing and probable construction difficulties and hazards and all other factors and conditions affected by specified Work, and proposes to furnish labor, supervision, tools, equipment, materials, utilities and transportation services, and all other things necessary to perform and complete the WORK in an acceptable manner as described in the plans, specifications, bid documents and illustrative contract documents for the following **unit prices, which shall prevail** over all bidding offers made by the undersigned:

Dated this 8th day of July 2020.

Najeh K. Edais

Signature

Member

Title

FORM B – SCHEDULE/PROPOSAL/BID BOND

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described therein for the following unit Prices or lump sum amounts.

Note: Bids shall include sales tax and all other applicable taxes and fees. All bids shall be checked for errors. If errors are made, unit Prices shall govern and corrections will be made according to the unit Price and totals will be revised to reflect the corrections. The City of San Luis, Arizona reserves the right to select any and/or all items with or without alternatives or any combination of items and alternatives, deemed to be in the best interest of the City of San Luis, Arizona.

9-B RETENTION BASIN PARK RESTROOM FACILITIES PROJECT No.: 2020-PR-001					
BID Schedule					
Bid Item	Quantity	Unit	Description	Unit Cost (\$/___)	Total Cost (\$_____)
1	1	LS	Mobilization		\$5,000.00
2	1	LS	Construction		\$160,000.00
3	1	LS	Post Cleanup		\$5,000.00

TOTAL ALL PARTS BID AMOUNT (Items 1 –3), TOTAL LUMP SUM	\$170,000.00
--	---------------------

Total Bid Amount In Words: One Hundred Seventy thousand Dollars and Zero Cents.

Time of Completion: The undersigned proposed to complete the Work within the ***ninety (90) calendar days*** as referenced in Section 1 Project Schedule, after the date set of commencement established by the Notice to Proceed.

Bid: The undersigned agrees to hold this bid open for **30 days** after the date set for receipt of bids.

City’s Rights: The undersigned recognized the City’s rights to waive informalities in the bidding and to accept or reject any or all bids.

Contract and Bonds: Upon receipt of written notice that this bid has been accepted, the undersign will execute the formal Contract, a sample of which is appended, hereafter, and will deliver a one hundred (100%) percent Statutory Payment Bond.

Bid Security: The attached Bid Security in the sum of not less than ten (10%) percent of the total maximum bid price will be retained by the City of San Luis, Arizona if the Contract and Bonds are not executed as specified in the Instructions to Bidders.

The undersigned understands that any quantities stated or implied in the Plans, Specifications or Bid Documents are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of Work either increase or decrease, and hereby proposes to perform all quantities



ORIGINAL

BID FORM A – Solicitation Response Cover Sheet

SOLICITATION RESPONSE COVER SHEET

City of San Luis, Arizona

Solicitation Response: **No. 2020-PR-001**

Description – **9-B Retention Basin Park Restroom Facilities Project**

City Department: **Parks and Recreation Department**

Please note all that apply:

- Addenda Number(s) Received (if any) Addendum No. 1 dated 6/22/2020
Addendum No. 2 dated 6/30/2020
- Original Forms A THROUGH F One Original and One Photocopy

Business Name: Merrill Walker Builders, Inc.

Business Address 3266 E. 33rd Place

Yuma, Arizona 85365

Business Email: mikem@merrilldevelopment.com

Business Phone: (928) 341-0185 Business Fax: (928) 341-0186

Business Contact: Mike Merrill Title: Project Manager Date: 7/6/2020

The undersigned has carefully examined the plans, specifications, bid documents and illustrative contract documents, addenda carefully examined the site, is familiar with local conditions affecting cost of the Work and miscellaneous items of adjunct work, the nature and extent of excavation needed and type, character and general conditions of material to excavated, existing and probable construction difficulties and hazards and all other factors and conditions affected by specified Work, and proposes to furnish labor, supervision, tools, equipment, materials, utilities and transportation services, and all other things necessary to perform and complete the WORK in an acceptable manner as described in the plans, specifications, bid documents and illustrative contract documents for the following **unit prices, which shall prevail** over all bidding offers made by the undersigned:

Dated this 8th day of July 2020.

Richard Merrill
Signature

President
Title

FORM B – SCHEDULE/PROPOSAL/BID BOND

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described therein for the following unit Prices or lump sum amounts.

Note: Bids shall include sales tax and all other applicable taxes and fees. All bids shall be checked for errors. If errors are made, unit Prices shall govern and corrections will be made according to the unit Price and totals will be revised to reflect the corrections. The City of San Luis, Arizona reserves the right to select any and/or all items with or without alternatives or any combination of items and alternatives, deemed to be in the best interest of the City of San Luis, Arizona.

9-B RETENTION BASIN PARK RESTROOM FACILITIES PROJECT No.: 2020-PR-001					
BID Schedule					
Bid Item	Quantity	Unit	Description	Unit Cost (\$/____)	Total Cost (\$____)
1	1	LS	Mobilization	4,035.00	4,035.00
2	1	LS	Construction	153,769.00	153,769.00
3	1	LS	Post Cleanup	750.00	750.00

TOTAL ALL PARTS BID AMOUNT (Items 1 –3), TOTAL LUMP SUM	\$ 158,554.00
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Total Bid Amount In Words: ONE HUNDRED FIFTY EIGHT THOUSAND FIVE HUNDRED FIFTY FOUR DOLLARS

Time of Completion: The undersigned proposed to complete the Work within the ninety (90) calendar days as referenced in Section 1 Project Schedule, after the date set of commencement established by the Notice to Proceed.

Bid: The undersigned agrees to hold this bid open for **30 days** after the date set for receipt of bids.

City's Rights: The undersigned recognized the City's rights to waive informalities in the bidding and to accept or reject any or all bids.

Contract and Bonds: Upon receipt of written notice that this bid has been accepted, the undersign will execute the formal Contract, a sample of which is appended, hereafter, and will deliver a one hundred (100%) percent Statutory Payment Bond.

Bid Security: The attached Bid Security in the sum of not less than ten (10%) percent of the total maximum bid price will be retained by the City of San Luis, Arizona if the Contract and Bonds are not executed as specified in the Instructions to Bidders.

The undersigned understands that any quantities stated or implied in the Plans, Specifications or Bid Documents are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of Work either increase or decrease, and hereby proposes to perform all quantities

BID FORM A – Solicitation Response Cover Sheet

SOLICITATION RESPONSE COVER SHEET

City of San Luis, Arizona

Solicitation Response: **No. 2020-PR-001**

Description – **9-B Retention Basin Park Restroom Facilities Project**

City Department: **Parks and Recreation Department**

Please note all that apply:

X Addenda Number(s) Received (if any)
Addendum #1, 6/22/20 (received 6/26/20)

X Original Forms A THROUGH F One Original and One Photocopy

Business Name: Yuma Valley Contractors

Business Address 1334 S 5th Ave

Yuma, AZ 83564

Business Email: kirkp@jsyinc.com

Business Phone: (928)728-1801 Business Fax: _____

Business Contact: Kirk Perkins Title: VP/Construction Manager Date: 7/7/20

The undersigned has carefully examined the plans, specifications, bid documents and illustrative contract documents, addenda carefully examined the site, is familiar with local conditions affecting cost of the Work and miscellaneous items of adjunct work, the nature and extent of excavation needed and type, character and general conditions of material to excavated, existing and probable construction difficulties and hazards and all other factors and conditions affected by specified Work, and proposes to furnish labor, supervision, tools, equipment, materials, utilities and transportation services, and all other things necessary to perform and complete the WORK in an acceptable manner as described in the plans, specifications, bid documents and illustrative contract documents for the following **unit prices, which shall prevail** over all bidding offers made by the undersigned:

Dated this 7th day of July 2020.


Signature

VP/Construction Manager
Title

FORM B – SCHEDULE/PROPOSAL/BID BOND

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described therein for the following unit Prices or lump sum amounts.

Note: Bids shall include sales tax and all other applicable taxes and fees. All bids shall be checked for errors. If errors are made, unit Prices shall govern and corrections will be made according to the unit Price and totals will be revised to reflect the corrections. The City of San Luis, Arizona reserves the right to select any and/or all items with or without alternatives or any combination of items and alternatives, deemed to be in the best interest of the City of San Luis, Arizona.

9-B RETENTION BASIN PARK RESTROOM FACILITIES PROJECT No.: 2020-PR-001					
BID Schedule					
Bid Item	Quantity	Unit	Description	Unit Cost (\$/____)	Total Cost (\$____)
1	1	LS	Mobilization		1000
2	1	LS	Construction		135,600
3	1	LS	Post Cleanup		400

TOTAL ALL PARTS BID AMOUNT (Items 1 –3), TOTAL LUMP SUM	\$137,003.13
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Total Bid Amount In Words: One Hundred Thirty Seven Thousand and Three dollars and Thirteen cents
_____.

Time of Completion: The undersigned proposed to complete the Work within the ***ninety (90) calendar days*** as referenced in Section 1 Project Schedule, after the date set of commencement established by the Notice to Proceed.

Bid: The undersigned agrees to hold this bid open for **30 days** after the date set for receipt of bids.

City's Rights: The undersigned recognized the City's rights to waive informalities in the bidding and to accept or reject any or all bids.

Contract and Bonds: Upon receipt of written notice that this bid has been accepted, the undersign will execute the formal Contract, a sample of which is appended, hereafter, and will deliver a one hundred (100%) percent Statutory Payment Bond.

Bid Security: The attached Bid Security in the sum of not less than ten (10%) percent of the total maximum bid price will be retained by the City of San Luis, Arizona if the Contract and Bonds are not executed as specified in the Instructions to Bidders.



AGENDA ITEM REVIEW FORM

Work Session

2. K.

Meeting Date: 08/05/2020

Department Head: Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the modification of the general rules and policies for all open areas and parks around the city. (Lizandro Galaviz, Director of Parks and Recreation)

SUMMARY:

The Parks & Recreation Department has been reviewing the general rules and policies for all open green areas and parks around the City that are currently in place. Upon reviewing the current rules and policies, staff would like to recommend some modifications and updates. Currently, the rules and policies are very limited, and staff would like to update them in order to support the maintenance of all green areas and parks as well as enforcing rules and policies. Staff is also open to any recommendations that City Council may have.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, not an action item.

N/A

Fiscal Impact

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

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

N/A

Attachments

Modified Park Rules & Policies



Park Rules & Policies

1. Vehicles are prohibited in park area (Authorized Vehicles or Equipment Only)
2. Individual or groups with reservation permits have priority use
3. Alcohol Permits are required to consume alcohol at park-designated areas.
4. Glass Beverage containers are prohibited.
5. Park Hours: Sunrise to 10 pm (Unless authorized by City)
6. Dogs must be on a leash and owners clean-up after pet.
7. Non-Supervised facility when not in use for City events.
8. Serious injuries are possible when using facility (Use at Own Risk)
9. No soliciting/loitering/littering in park area
10. Disorderly conduct, loud music, unlawful or dangerous activities are prohibited
11. No overnight camping (Authorization required)
12. This is a tobacco and drug free area.
13. Report hazards, damaged equipment or vandalism. Damaging property is a crime.

Reservations can be done at Parks and Rec. Office (928) 341-8535

For reporting issues (San Luis Police Department): (928) 627-5436 or Emergencies 911

Skate Park Rules

1. Skateboard at your own risk (This is a non-supervised facility)
2. Helmets and protective equipment must be worn at all times.
3. No loud music or inappropriate behavior tolerated.
4. This is a tobacco/alcohol and drug free area.
5. No bikes allowed. (Skateboards and In-Line skates only)
6. Park is open from sunrise to 10 pm. (Unless authorized by City)

To report repairs or concerns: Parks and Recreation Office (928)341-8535

For reporting issues (San Luis Police Department): (928) 627-5436 or Emergencies 911



AGENDA ITEM REVIEW FORM

Work Session**2. L.****Meeting Date:** 08/05/2020**Department Head:** Jorge Perez, Billing & Collections Manager, Finance Department, Billing & Collections**Submitted By:** Jorge Perez, Billing & Collections Manager, Finance Department, Billing & Collections**Action Requested:** Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the temporary suspension of the imposition of a late penalty fee, including shut-off fees on utility accounts during the period of emergency due to the Coronavirus (COVID-19) pandemic. **(Jorge Perez, Billing & Collections Manager)**

SUMMARY:

Back in April of this year, City Council approved and adopted Resolution No. 2127. A resolution of the Mayor and City Council of the City of San Luis, Arizona, suspending imposition of late penalty charge on water utility accounts; suspending shut-offs of water service for non-payment; and suspending imposition of shut-offs fee due to the declared COVID-19 emergency.

This resolution states that water utility services shall not be discontinued nor penalty charges be imposed on utility accounts for late payment on or after March 13, 2020, until the emergency proclamations of the City of San Luis issued as a result of the COVID-19 virus pandemic shall terminate on September 1, 2020, whichever first occurs.

At this point, we are approximately a month away from the expiration of this resolution, and the COVID-19 pandemic continues to be a public health concern. Social distancing continues to be our best tool, along with the use of the appropriate PPE and face coverings.

Since the first declaration of emergency in March of this year, the number of delinquent accounts each month has quadrupled in comparison to pre-pandemic months. We understand the needs during these difficult times and that there are constituents that are struggling financially. Thus, we would like the Council's guidance and direction on how to proceed with this matter.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible direction to staff only, not an action item.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES

CITY/STATE/FEDERAL FUNDS: CITY
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):

The fiscal impact is unknown, and will be determined by the amount of customers that fall behind on their utility bill that will not be charged the additional penalty fee.

Attachments

Resolution No. 2127

WHEN RECORDED MAIL TO:



CITY OF SAN L UIS
P.O. BOX 1170
SAN LUIS, ARIZONA
ATTN: CITY CLERK

The above area is to be reserved for recording information

CAPTION HEADING:

Resolution No. 2127

Suspending imposition of late penalty charge on water utility accounts; suspending shut-off of water service for non-payment; and suspending imposition of shut-off fee due to the declared COVID-19 emergency.

RECEIVED

MAY 12 2020

Office of the City Clerk
City of San Luis, Arizona



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2127

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, SUSPENDING IMPOSITION OF LATE PENALTY CHARGE ON WATER UTILITY ACCOUNTS; SUSPENDING SHUT-OFF OF WATER SERVICE FOR NON-PAYMENT; AND SUSPENDING IMPOSITION OF SHUT-OFF FEE DUE TO THE DECLARED COVID-19 EMERGENCY; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and City Council have issued proclamations and orders declaring an emergency due to the COVID-19 virus pandemic on March 13, 2020, March 18, 2020, March 20, 2020, and March 30, 2020, under the power granted by A.R.S. §26-311;

WHEREAS, the residents of the City of San Luis are experiencing extreme economic difficulties due to the COVID-19 virus pandemic causing the need for social distancing and emergency orders of the Governor of the State of Arizona and the City of San Luis; and

WHEREAS, the Mayor and City Council of the City of San Luis desire to not impose unnecessary economic hardship upon the residents of San Luis and recognize that public health, safety, and welfare benefits can accrue to the community due to the continued provision of public utility service during this time of emergency;

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

Section 1. That the ten percent (10%) late penalty charge on water utility accounts for late payment is hereby suspended and shall not be imposed for any late payment of any water utility charge that was incurred on or after March 13, 2020, until such time as the emergency proclamations of the City of San Luis issued as a result of the COVID-19 virus pandemic shall terminate or September 1, 2020, whichever first occurs.

Section 2. That water utility service shall not be discontinued, nor the water shut-off fee imposed for non-payment of utility charges incurred on or after March 13, 2020, until the emergency proclamations of the City of San Luis issued as a result of the COVID-19 virus pandemic shall terminate or September 1, 2020, whichever first occurs.

Section 3. In the event of a conflict between the provisions of this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this resolution shall govern.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this resolution is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution.

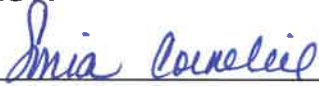
Section 5. It is necessary for the preservation of the peace, health and safety of the City of San Luis, Arizona, that an emergency is declared to exist, and this ordinance shall become immediately operative and in force from and after the date of posting hereof.

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 29th day of April 2020.



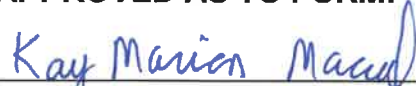
Gerardo Sanchez, Mayor

ATTEST:



Sonia Cornelio, City Clerk

APPROVED AS TO FORM:



Kay Marion Macuil, City Attorney