



NOTICE OF WORK SESSION

In accordance with §38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Work Session meeting at 6:30 p.m., Wednesday, June 02, 2021. The Work Session will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment 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/ Melissa Lopez, Deputy 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 2 de Junio del 2021. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado a la junta.

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

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

ESTE AVISO ES DADO POR:

/f/ Melissa Lopez, Asistente a la Actuaría de la Ciudad



AGENDA
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
June 02, 2021
6:30 p.m.

For the safety of the public during the COVID-19 pandemic, members of the public may attend the City Council's Work Session of June 02, 2021 in person if the 6-foot distance can be maintained which is 27 people. 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.

Por la seguridad del público durante la pandemia COVID-19, habrá asistencia en persona para los miembros del público en la Sesión de Trabajo del Cabildo del 2 de Junio del 2021, si la distancia de 6 pies puede mantenerse, que es de 27 personas. 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.

PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, BY TELEPHONE, OR IN 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. ITEM FOR DISCUSSION ONLY**
- 2. A.** Continuation of discussion, review, and possible directions to staff on any and all matters regarding the proposed City of San Luis Fiscal Year 2021-2022 Budget. **(City Staff)**
- 3. ADJOURNMENT**

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



DISCUSSION ITEM

Work Session

2. A.

Meeting Date: 06/02/2021

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

Submitted By: Marlene Lara, Assistant to Council/PIO, Administration

ITEM:

Continuation of discussion, review, and possible directions to staff on any and all matters regarding the proposed City of San Luis Fiscal Year 2021-2022 Budget. **(City Staff)**

SUMMARY:

The staff has attached proposals for consideration for the City of San Luis Fiscal Year 2021-2022 Budget. The staff has included last year's contracts, sponsorships, and contributions for the City Council's reference and possible inclusion in next week's consent agenda if the changes are merely the date and the dollar amount.

SUPPORTING INFORMATION:

Discussion and possible directions to staff only, no action.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: TBD

CITY/STATE/FEDERAL FUNDS: TBD

TOTAL: TBD

BUDGETED: TBD

AVAILABLE TO TRANSFER: TBD

ACCOUNT #/REMAINING BALANCE: TBD

FISCAL IMPACT STATEMENT:

This is a discussion item only. The staff will be proposing a tentative budget for action by City Council at a future meeting.

Attachments

FY 2022 Council List of Contracts Sponsorship Dues

Ramirez Advisors

2020 Contract Ramirez Advisors

Greater Yuma Economic Development

2020 GYEDC Contract

GYPA

Humane Society of Yuma

2020 Contract Humane Society

PPEP

2020 Contract PPEP
YMPO
YCAT
Amberly's Place
2020 Contract Amberly's Place
4Fronted
Gethsemani Food Ministry
2020 Contract Gethsemani
Yuma Community Food Bank
2020 Contract Food Bank
ComicCon
2020 Contract Comic-Con
San Luis Film Festival
2020 Contract Film Festival
Off-Road Expo
2020 Contract Off Road Expo
AIFC
Yuma County Chamber of Commerce
Border Trade Alliance
Arizona League of Cities & Towns
Western Arizona Economic Development District
Contract AIFC Farmworker Family Scholarships
Contract YRMC Cancer Support Group

2022 BUDGET						
	Agency	Approved Budget FY 20-21	Requested increases by agency FY 21-22	Recommended Budget WS 6/2/2021	Final Revised	
80000 CONTRACTUAL SERVICES						
•	Lobbyist (Ramirez Advisors)	\$ 55,000.00		\$ 55,000.00		
•	Greater Yuma Eco. Dev. Corp.	\$ 51,260.00	\$ 6,254.00	\$ 57,514.00		
•	Greater Yuma Port Authority	\$ 50,000.00		\$ 50,000.00		
•	Humane Society of Yuma	\$ 55,000.00	\$ 5,000.00	\$ 60,000.00		
•	PPEP (Youth Build)	\$ 30,000.00		\$ 30,000.00		
•	YMPO	\$ 13,319.00	\$ 81.00	\$ 13,400.00		
•	YCAT	\$ 70,573.00	\$ 17,643.25	\$ 88,216.25	Potential Increase	
	Newspaper Publications	\$ 25,000.00		\$ 25,000.00		
•	JCG Technologies	\$ 6,462.00	\$ -	\$ 6,462.00		
•	Amberly's Place	\$ 42,000.00		\$ 42,000.00		
•	GYEDC Binational/4FrontED	\$ 7,598.00	\$ 343.00	\$ 7,941.00		
•	Gethsemani Food Ministry	\$ 5,000.00		\$ 5,000.00		
	Total	\$ 411,212.00	\$ 29,321.25	\$ 440,533.25	406210	
80007 COUNCIL SPONSORSHIPS /PLEDGES						
•	Yuma Community Food Bank	\$ 25,000.00		\$ 25,000.00		
•	Yuma Community Food Bank - Snack Pack Program Youth Center	\$ -		\$ -		
•	Freedom Newspaper of SW AZ	\$ 650.00	\$ -	\$ 650.00		
•	Civic Donations	\$ 22,000.00		\$ 22,000.00		
•	Comic Con	\$ 5,000.00		\$ 5,000.00		
•	San Luis Film Festival	\$ 5,000.00		\$ 5,000.00		
•	Gadsden Marching Band	\$ -		\$ -		
•	Off Road Expo	\$ 10,000.00		\$ 10,000.00		
•	Arizona Interagency Farmworkers Coalition	\$ 3,000.00		\$ 3,000.00		
•	YRMC Cancer Center	\$ 5,000.00		\$ 5,000.00		
	Total	\$ 75,650.00	\$ -	\$ 75,650.00	80650	
60020 DUES/SUBSCRIPTIONS						
•	Arizona Mexico Commission	\$ 1,500.00		\$ 1,500.00		
•	Border Trade Alliance	\$ 10,000.00		\$ 10,000.00		
•	Arizona League of Cities & Towns	\$ 22,385.00	\$ 695.00	\$ 23,080.00		
•	NALEO	\$ 700.00		\$ 700.00		
•	National League of Cities & Towns	\$ 849.00	\$ 1,111.00	\$ 1,960.00		
•	Chamber of Commerce	\$ 1,500.00		\$ 1,500.00		
•	The Sun	\$ 340.00	\$ (170.00)	\$ 170.00		
•	Yuma County Chamber	\$ 660.00	\$ -	\$ 660.00		
•	WAEDD	\$ -	\$ -	\$ 3,569.00		
	Total	\$ 37,934.00	\$ 1,636.00	\$ 43,139.00	38000	
	Grand Total	\$ 524,796.00	\$ 30,957.25	\$ 559,322.25		
	(Letters of Interest & Dues Received)					

March 2, 2021

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

Via electronic mail: gsanchez@cityofsanluis.org

RE: Renewal of Contract for Professional Services

Dear Mayor Sanchez,

First of all, on behalf of Ramírez Advisors Inter-National, LLC, (RAI-N), I want to reaffirm our commitment to working with you and the City of San Luis to help secure the balance of the funding for the San Luis I Modernization project and to implementing the necessary strategy to help secure the necessary commitments by Mexico to make the necessary investments on the Mexican side. Projects of this magnitude and repercussion require a long-term commitment and an unwavering focus on the end game. We are proud to have been part of this journey with you!

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

OUR UNDERSTANDING

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

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

and US Customs and Border Protection in order to ensure that the investment being made at San Luis I offers the most benefits possible for San Luis and the entire region.

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

OUR PROPOSAL

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

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

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

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

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

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

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

PROFESSIONAL STAFFING

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

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

OUR FEES AND EXPENSES

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

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

In an effort to help save money for the City, whenever possible and appropriate, RAI-N will travel by rental vehicle whenever ground travel is required. Should the use of a personal vehicle be required, RAI-N will adhere to the federal mileage reimbursement rate, as provided by the US Internal Revenue Service, of \$0.575/mile as of the date indicated on this document.

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

CONFIDENTIALITY OF INFORMATION; DISCLOSURE

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

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

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

CONCLUSION

We once again congratulate you and the City for the success in advancing a pro-

The Honorable Gerardo Sanchez
City of San Luis
March 2, 2021

growth agenda and for securing the initial round of funding for the modernization of the San Luis I Port of Entry. Much work remains to be done on the modernization project, including securing the balance of the funding and making sure that the project delivers the anticipated results for the City.

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

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

Respectfully,
FOR RAMIREZ ADVISORS INTER-NATIONAL, LLC



Luis E. Ramirez, MSFS
President

AGREEMENT

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

RECITALS

- A. **WHEREAS**, the City desires to leverage the investment by the federal government on the international ports of entry to serve as catalysts for the long-term economic growth of the region and to foster the improvement of the quality of life for the residents of the City.
- B. **WHEREAS**, the City of San Luis is experiencing high rates of growth and is confronting several significant projects that stand to impact their long-term planning and the quality of life for the residents of the City.
- C. **WHEREAS**, the General Services Administration (GSA) with various other federal agencies have been delayed by the coronavirus disease 2019 pandemic and other causes in the design and construction of the modernizations to the San Luis I port of entry. Although funded, the full expected cost was not funded. Additionally, there are various transportation and other related infrastructure issues to be addressed to handle the expected growth in cross-border traffic. These projects stand to have a dramatic impact on how the volume of traffic, both commercial and non-commercial, can traverse through the City. As experienced in various other border communities, these projects typically serve as catalysts for growth. The challenge is to position the City and the region to be the beneficiary of that growth. Without planning, the City stands to be bypassed by the growth or to be left to deal with the challenges associated with the growth and traffic.
- D. **WHEREAS**, RAI-N, has direct experience in projects on the border, ability to interact with key stakeholder agencies and entities on both sides of the border and fully bicultural and binational experience.
- E. **WHEREAS**, services provided are of an expert nature.
- F. **NOW, THEREFORE**, the City desires to continue to maintain RAI-N as a value-added member of the City’s leadership team for the current fiscal year.

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

SECTION ONE.

PURPOSE, RELATIONSHIP AS INDEPENDENT CONTRACTOR AND THE RIGHTS OF THE PARTIES

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

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

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

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

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

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

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

SECTION TWO.

DURATION

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

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

SECTION THREE. RENEWAL

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

SECTION FOUR. OBLIGATION OF RAI-N

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

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

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

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

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

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

4.4 Professional Staffing

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

4.5 Ethics

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

4.6 Confidentiality

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

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

SECTION FIVE. OBLIGATION OF CITY

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

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

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

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

SECTION SIX. LIABILITY INSURANCE AND INDEMNITY

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

Coverage

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

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

Liability

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

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

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

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

SECTION SEVEN. PROVISIONS REQUIRED BY ARIZONA LAW

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

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

SECTION EIGHT. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

8.4 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement. RAI-N 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. RAI-N and the City warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.

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

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

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

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

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

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

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

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

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

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

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

**SECTION NINE.
EFFECT OF AGREEMENT**

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

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

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

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

Luis E. Ramirez Thomas, President



Greater Yuma

ECONOMIC DEVELOPMENT CORP

March 1, 2021

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

Dear Mayor Sanchez,

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

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

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

In 2019-20 the City of San Luis committed to making incremental increases towards their per capita commitment of \$63,763 by 2022 with incremental increases of \$6,254 annually for three years. We did postpone this increase last year due to the uncertainty of Covid. We are asking that the increase be considered this year. We respectfully request an increase of \$6,254 this fiscal year, bringing your total 2021/22 Investment to \$57,508. With this commitment to increase, GYEDC can continue to grow our efforts in attracting and retaining the industries desired by the entire region.

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

Sincerely,

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

cc

Tadeo DeLaHoya, City Administrator
Francia Alonso, Assistant to Council

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. THE CITY SHALL PROVIDE THE FOLLOWING:

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

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

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

III. FINANCIAL SUPPORT AND TERM OF AGREEMENT:

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

IV. TERMINATION:

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

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

V. INDEMNIFICATION:

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

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

VI. INSURANCE:

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

VII. GENERAL CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Greater Yuma Economic Development Corp.

Signature

Print Name

Title

Greater Yuma Port Authority
PO Box 4601
Yuma, AZ 85366

May 20th 2021.

The Honorable Gerardo Sanchez
Mayor, City of San Luis AZ
1090 Union Street
San Luis, AZ 85349

Re: FY 2021-2022 Membership Cash Call GYPA

Honorable Mayor Sanchez,

On behalf of the Greater Yuma Port Authority (GYPA), I want to thank you and the City of San Luis for its membership and participation in our organization. The unified support the GYPA has enjoyed over these past years has helped to increase commercial truck traffic through San Luis II by promoting multi-modal transportation and trade opportunities that have enhanced economic development in the regional community.

The organization's budget includes a cash call to the member jurisdiction in the amount of \$50,000. An invoice is enclosed.

Again, thank you for your active involvement in the GYPA. If there is anything the GYPA can do to assist the City of San Luis in planning or support through letters in conjunction with its other member jurisdictions, please do not hesitate to call upon us.

Respectfully,



Matias Rosales
Chairman
Greater Yuma Port Authority



Greater Yuma Port Authority

PO Box 4601
Yuma, AZ 85366
(928) 373-1179

Invoice

Submitted on 05/20/2021

Invoice for

City of San Luis
1090 Union Street
San Luis, AZ 85349

Payable to

Greater Yuma Port
Authority

Invoice #

2021-100

Project

Annual Cash Call

Due date

7/31/2021

Description	Qty	Unit price	Total price
Fiscal year 2021/2022 Cash Call	1	\$50,000.00	\$50,000.00
			\$0.00
			\$0.00

Notes:

Subtotal **\$50,000.00**

Adjustments

\$50,000.00



**HUMANE Society
OF YUMA**

Save one until there are none.

Humane Society of Yuma

www.hsoyuma.com

4050 S. Ave. 4 1/2 E

Yuma, AZ 85365

928.782.1621

May 24th, 2021

Good afternoon Ms. Lara,

In 2020 we had high hopes of spaying and neutering more animals from your community than years prior. I am happy to say that 44 animals from your community were altered last year through our clinic with different grants. With COVID, it was a little difficult to get more done or do a campaign in your community about spaying and neutering of pets.

Therefore, HSOY is once again requesting \$5,000, in addition to our current contract amount, to go towards spaying and neutering animals within your community. The money would only be going to people who show proof of residence within the City of San Luis, AZ. As your citizens call HSOY to schedule an appointment, they would state that they live within your City and we would schedule them.

HSOY will continue to serve your community in any way possible. From low cost vaccinations to low cost/free microchipping, we are committed to helping the stray animal population in your community decrease. The spaying/neutering component continues to be the single most important component to being a good pet parent.

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

Respectfully,

Annette Lagunas
Executive Director
Humane Society of Yuma

ANNETTE LAGUNAS

Executive Director

BOARD OF

DIRECTORS

Debbie Frydenlund

Brock Gill

Athena Godwin

David McHone

Wendy McKay

Bernadette Presloid

Courtney Sellers

OUR MISSION

STATEMENT

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

AGREEMENT FOR ANIMAL SHELTER SERVICES

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

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

1. Term of Agreement and Termination

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

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

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

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

2. Designation of the Animal Control Agent under this Agreement

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

3. HSOY Services

a. Impounding and Hours Available.

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

b. Injured Animals.

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

c. Impounding of Strays and Owned Animals.

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

d. Animals who have Bitten.

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

e. Clinics.

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

4. Public Information/Education.

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

5. Consideration.

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

6. Accountability.

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

7. Subcontracting.

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

8. Hold Harmless.

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

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

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

9. Insurance.

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

10. Compliance with the Law.

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

11. Provisions Required by Arizona Law.

Conflict of Interest

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

Employment Eligibility

The HSOY hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility (e-

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

12. Miscellaneous Provisions.

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

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

and addressed to the respective Parties as follows:

If to the City -

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

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

Copy to

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

If to the HSOY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Ratification.

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

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

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Humane Society of Yuma

Annette Lagunas, Executive Director

Date: _____



Portable Practical Educational Preparation, Inc.

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

Toll Free: (800) 376-3553

FAX: (520) 622-1480

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

"Si Se Puede"

Gertha Brown-Hurd
President

March 1, 2021

Dear Marlene, Mayor and Council members,

I hope this letter finds you well. The PPEP YouthBuild program in San Luis, Arizona is looking to increase its reach next year and serve up to 42 students in the San Luis YouthBuild program. Therefore, the program is requesting 30,000 in funding to continue to offer AmeriCorps opportunities that incorporate Post-Secondary education opportunities and significant community services objectives. This funding is critical and leverages other funding to enable the program to provide construction training and now Healthcare training in Medical Office Assistant and Nutritionist in the development of career pathways to low-income and at risk youth in the San Luis area.

We continue to seek new offerings and grow the program to serve youth in need of education and career development opportunities. Through past funding, the program has been able to offer over 500 youth additional educational opportunities and has invested in our community through significant community services activities.

Thank you again for your consideration to continue to fund this outstanding program in an effort to build community sustainability.

Kind Regards,


Kari Hogan
Deputy CEO
PPEP, Inc.

AGREEMENT

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

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

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

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

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

A. STATEMENT OF WORK

1. Name of Activity: YouthBuild Program

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

3. Funding Agreement Total: \$30,000

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

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

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

B. PERFORMANCE MONITORING

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

C. NOTICES

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

For the City

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

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

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

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

D. SPECIAL CONDITIONS

None

E. PPEP RECOGNITION

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

F. INDEPENDENT CONTRACTOR

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

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

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

G. GENERAL CONDITIONS

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

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

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

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

5. Maintenance and Availability of Records:

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

evidence pertaining to costs incurred.

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

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

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

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

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

a. Violates any provision of this Agreement; or

b. Fails to complete performance in a timely manner

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

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

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

11. Severability. If any provision of the Agreement is declared void or unenforceable by a Court of Competent Jurisdiction or by operation of legislation, such provision shall be severed from this Agreement. The remainder of this Agreement will not be affected by that invalidity or unenforceability, and each provision of this Agreement will be valid and will be enforced to the extent permitted by the law.

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

13. Venue. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in the State of Arizona. In such legal action, the Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

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

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

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

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

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

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

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

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

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

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

c. e-verify. Under A.R.S. § 41-4401:

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

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

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

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

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

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

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

[Intentionally left blank, signature page follows]

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

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

**Portable Practical Education
Preparation, Inc.**

John David Arnold, Ph.D., CEO

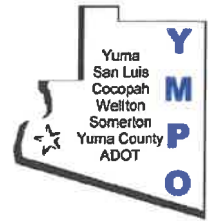
Date: _____

Yuma Metropolitan Planning Organization

230 West Morrison St
Yuma, Arizona 85364

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

www.ympo.org



*Local Governments and
Citizens Working Together*

March 17, 2021

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

Subject: FY 2021-22 YMPO Member Agency Dues

Dear Mr. De La Hoya:

Tadeo

The Yuma Metropolitan Planning Organization (YMPO) has evaluated recommended estimates of local matching funds needed to support the FY 2021-22 YMPO Unified Planning Work Program (UPWP) and annual budget. The recommended estimate for FY 2021-22 is almost identical to the current year's amounts. The total FY 2022 estimate assessment (or dues) for the City of San Luis is \$9,083.48. Please note this is a preliminary estimate, and members are not requested to pay anything at this stage.

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

Yours Sincerely,

Paul D. Ward, P.E.
Executive Director

cc: Entity dues file



Yuma County Intergovernmental Public Transportation Authority

2715 East 14th Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076
Fax: 928-783-0309, email: info@ycipta.az.gov, Web: www.ycipta.az.gov

March 24, 2021

Ralph Velez
City of San Luis
P.O. Box 1170
San Luis, AZ 85349

RE: Preliminary Notice for Request for FY 2022 Transit Funding for Yuma County Area Transit

Dear Mr. Velez:

Below is the breakdown for the City of San Luis's local share of match funding required for the operation of the transit system:

ANNUAL TOTAL

YCAT/On Call Transit Match \$ 70,573

The amount is consistent with what has been paid in FY 2021, but this amount has not formally been approved by the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors and is subject to change. Once this figure has been approved by the YCIPTA Board of Directors a formal letter of request for funding will be provided to the entities. This is not an invoice. Invoices will be sent at a later date.

Should you have any questions regarding this request, please don't hesitate to contact me at (928) 539-7076 ext. 101 or email skreger@ycipta.az.gov.

Sincerely,

Shelly Kreger
Transit Director
Yuma County Intergovernmental Public Transportation Authority

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Dr. Michael Sabath – Chairman - Northern Arizona University, Jerry Cabrera – Vice Chairman - City of Somerton,
Ralph Velez – Sec/Treas - City of San Luis, Philip Rodriguez – City of Yuma, Larry Killman – Town of Wellton, Brian
Golding, Sr.-Quechan Tribe, , Paul Soto – Cocopah Tribe, Susan Thorpe – Yuma County,
Susan M. Zambrano - Arizona Western College

Shelly Kreger, Transit Director



March 11, 2021

Tadeo Azael De La Hoya
City of San Luis City Manager
1090 E. Union Street
San Luis, AZ 85349

Mr. De La Hoya;

Amberly's Place has been a proud partner with the City of San Luis for many years as we continue to work on providing more advanced services to the victims living in your community. Recently we were able to hire a dynamic Crisis Response Advocate who is a San Luis resident. Joanna Rojas attended school in the San Luis and learned of Amberly's Place from school presentations, which sparked in her the ultimate goal of working with this agency to provide services to her own community. Ms. Rojas is graduating soon with her Masters in Social Work. Joanna is proud to be the Crisis Advocate assigned to the City of San Luis. She has been doing an excellent job, as reported by the officers and victims alike. I believe bringing on qualified hometown professionals will aid in spreading the word of services as well as encourage others to gain the needed education and skills and apply.

We have seen a dramatic drop in calls for help due to the COVID outbreak. People were more concerned with the impacts of the pandemic than living with the abuse. The schools closed down and the reports of child abuse cases dropped more drastically than ever. The abuse reports that have come in were from law enforcement, not teachers. Meaning it had reached a higher level of trauma for the child. At the end of 2020 we only saw a 5% drop in reported incidents of abuse from San Luis (242). While the first two months of 2021 we have seen a 65% drop (42) in calls. These same large drops are reported statewide and nationally as schools and businesses continue to close or adjust due to the pandemic.

Amberly's Place Family Advocacy Center never closed or stopped providing crisis advocacy, medical exams, court escort, food, clothes, diapers, etc. throughout this pandemic. In 2020 we assisted San Luis families with Thanksgiving groceries (8) and Christmas gifts and clothes for 12 families. A computer was installed in the San Luis office making it possible for domestic violence victims to go online and apply for Orders of Protection. This reduced the number of necessary trips to court.

Schools have only been reopened a short time and we have already seen a dramatic increase in reports of suspected child abuse. This sharp increase was expected once schools reopened, and we preplanned for the increase with added support.

We will be requesting the same amount in support from the City of San Luis as we did last year, which is \$42,000.00. These funds go towards the program in the City of San Luis. It is so important for our grant funders to see our local municipalities support us, as this helps us to maintain the grants we have. This agency has not requested a significant increase in years. We work hard to keep our costs down and to find outside grants to pick up any increase we experience. Thank you for your ongoing support of this agency and the victims we serve.

As you have heard I will be retiring May 14th 2021. The relationship with the City of San Luis will live on at the agency and continue to be valued by staff and the new Director. I would like to thank Mayor Sanchez and Council for their support over the years. It has been a strength that I appreciate more than words can express. I am honored to have worked with you and your Police Department.

If you have any questions please don't hesitate to call me at 928-373-9691.

Respectfully;

Diane Umphress

Diane Umphress
Executive Director
Amberly's Place
1310 S. 3rd Ave.
Yuma, AZ 85364

AGREEMENT

This agreement ("Agreement") is effective July 1, 2020, and entered into by and between the City of San Luis, Arizona, a municipal corporation of the State of Arizona, at City of San Luis c/o City Manager 1090 East Union Street, San Luis, Arizona 85336 and P.O. Box 1170 San Luis, Arizona 85349 (Mailing address by U.S. Postal Service) "CITY" and AMBERLY'S PLACE, INC., a nonprofit organization, at Amberly's Place, Inc. c/o Executive Director, 1310 S. 3rd Avenue, Yuma, Arizona 85364, "AMBERLY'S PLACE." The CITY and AMBERLY'S PLACE may be referred to singularly as the "Party" and collectively as the "Parties."

WHEREAS, AMBERLY'S PLACE was established in 2000 as a safe haven for victims of domestic violence, sexual assault and child victim crimes; and

WHEREAS, AMBERLY'S PLACE provides a service vital to the health and welfare to the residents of the CITY; and

WHEREAS, the CITY is desirous of supporting AMBERLY'S PLACE;

NOW, THEREFORE, the Parties in consideration of the above recitals and these mutual covenants and stipulations, agree:

I. PERFORMANCE

AMBERLY'S PLACE agrees to perform:

A. On a twenty-four (24) hours per day, seven (7) days per week basis provide a Crisis Response Sexual Assault/Domestic Violence/Child Abuse Advocate to coordinate services and reduce trauma to all primary and secondary victims and their families as may be referred by the San Luis Police Department.

B. Coordinate with the San Luis Police Department to provide medical exams for child abuse and sexual assault victims.

C. Provide access to a victim-friendly center (AMBERLY'S PLACE) for all victims of sexual assault, domestic violence, and child victim crimes.

D. Seek grants and corporate sponsorships to improve and expand available services.

E. Maintain accurate records of all monies received and disbursed. AMBERLY'S PLACE shall maintain an accounting system which complies with generally accepted accounting principles, including, but not limited to, SOP 78-10, FASB 116 and 117 as issued by the American Institute of Certified Public Accountants, and with the AICPA Audit Guide for Non-profit

July 1, 2020 through June 30, 2021

Page 1 of 9

Corporations and shall separately account for all funds provided by the CITY under this Agreement.

F. Annually provide the CITY with names and addresses of officers or directors, bylaws, and articles of incorporation and amendments thereof for AMBERLY'S PLACE. If any change of officer occurs and/or director, bylaws or articles of incorporation, AMBERLY'S PLACE shall also provide notice of the change within thirty (30) days thereafter. All documentation required by this Agreement shall be reviewed by AMBERLY'S PLACE'S Board of Directors prior to submission and shall be filed with the City Clerk within thirty (30) days after the period stated. The required reports and records are set forth:

1. Quarterly records of revenue and disbursements of monies received from the CITY, and

2. A semiannual status report regarding monies received for the CITY. The report shall contain analytical memoranda which:

- (a) Lists travel activities;
- (b) Lists capital expenditures;
- (c) Describes the results of activities and expected achievements;
- (d) Describes program effectiveness;

G. The City Manager may also require AMBERLY'S PLACE to provide a brief monthly statement or status report in an agreed-upon form.

H. To assess the impact of the efforts of the AMBERLY'S PLACE, the CITY shall evaluate AMBERLY'S PLACE'S performance relative to the performance criteria set forth herein. And additional information desired by the CITY, which is relevant and necessary to the CITY'S evaluation shall be provided by AMBERLY'S PLACE.

II. THE CITY SHALL PROVIDE THE FOLLOWING

A. Provide funds as directed by the City Council to AMBERLY'S PLACE for the amount provided in this Agreement, unless terminated as provided in this Agreement, that amount which is provided in the annual budget of the CITY. Such sum is to be disbursed monthly.

B. The method of payment shall be:

1. AMBERLY'S PLACE shall submit a request for payment monthly to the CITY'S Director of Finance detailing the proposal's expenditures and the actual expenditures to date.
 2. Upon approval of the request for payment by the CITY, the CITY'S Director of Finance shall make payments within fifteen (15) days to AMBERLY'S PLACE, excepts as provided in subsection C below.
- C. The CITY may withhold payment, in whole or in part, as may be necessary to protect it from loss because of:
1. AMBERLY'S PLACE'S failure to render acceptable services, as stated in the performance criteria of Section I, Performance. The City Manager, or designee, shall investigate and monitor the quality of AMBERLY'S PLACE'S services to determine whether such services are acceptable. Upon determination by the City Manager that acceptable services are not being rendered, the City Manager shall notify AMBERLY'S PLACE of the specific deficiencies in performance and provide a reasonable time for AMBERLY'S PLACE to rectify said deficiencies. In no event shall such time to rectify exceed ninety (90) days. Whether or not AMBERLY'S PLACE'S services are acceptable will be the CITY'S exclusive decision.
 2. AMBERLY'S PLACE'S failure to supply information, records or reports as required.
 3. AMBERLY'S PLACE'S failure to comply with documentation requirements or accounting procedures.
 4. AMBERLY'S PLACE'S failure to allocate money received from the CITY for the purpose described in this Agreement.

III. FINANCIAL SUPPORT AND TERM OF AGREEMENT

- A. The term of the Agreement shall be for one year commencing on July 1, 2020, and ending on June 30, 2021.

- B. The CITY agrees to pay AMBERLY'S PLACE \$42,000.00 for services to be provided by AMBERLY'S PLACE under this Agreement during the CITY's fiscal year 2020-2021.
- C. Funding of the Agreement shall be subject to the annual appropriation of funds for this activity by the City Council under the required budget process of the CITY.
- D. AMBERLY'S PLACE may request and receive, as available, from the Finance Department of the CITY, certain specified CITY surplus items as required for AMBERLY'S PLACE'S operations. Determination of which surplus items are available to AMBERLY'S PLACE shall be at the sole discretion of the CITY.
- E. Renewal of this Agreement beyond will be contingent upon AMBERLY'S PLACE performance under this Agreement. If AMBERLY'S PLACE'S performance does not, in all material respects, meet the minimum requirements as described in Section I, Performance of this Agreement, this Agreement may not be renewed by the City Council.
- F. Nothing in this Agreement shall preclude the CITY from contracting separately with AMBERLY'S PLACE for services to be provided besides those provided in this Agreement upon terms and conditions to be negotiated by the CITY and AMBERLY'S PLACE.

IV. TERMINATION

This Agreement may be terminated by the CITY before the end of the term of this Agreement if any of the following occur:

- A. With cause, by providing ninety (90) day notice to AMBERLY'S PLACE. Prior to such termination, the CITY shall notify AMBERLY'S PLACE of the specific grounds for termination and provide a reasonable time for remedial action by AMBERLY'S PLACE. In no event shall such time to remedy exceed ninety (90) days.
- B. By mutual written consent of both Parties.
- C. For breach or default by AMBERLY'S PLACE of any of its obligations under this Agreement.

V. INDEMNIFICATION

To the fullest extent permitted by law AMBERLY'S PLACE shall indemnify and hold harmless the CITY, its agents and employees from and against all claims, damages, losses, expenses, and injury to property or persons (including death), including but not limited to attorney's fees, caused in whole or in part

by any negligent act or omission of AMBERLY'S PLACE, or anyone directly or indirectly employed by AMBERLY'S PLACE for whose acts any of them may be liable, regardless of whether or not it is caused by a Party indemnified hereunder, whether authorized by AMBERLY'S PLACE or not, including theft by AMBERLY'S PLACE or any of its officers, agents, employees, guests, patrons, invitees or trespassers, arising out of or resulting from this Agreement.

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

VI. INSURANCE

AMBERLY'S PLACE shall, at AMBERLY'S PLACE'S expense, secure and maintain during the term of this Agreement commercial general liability insurance including bodily injury, property damage, contractual, personal injury, and products, completed operations. Liability limits shall be no less than \$1,000,000 per occurrence combined single limit and shall be primary to any other coverage available to the CITY. The CITY shall be named as an additional insured, and certificates of insurance for the requirements herein shall be delivered to the CITY prior to the commencement of this Agreement. Failure to provide required coverage and compliance with the terms and conditions of this Agreement shall not waive the contractual obligations herein. If the policy or policies shall be canceled by the insurance company or AMBERLY'S PLACE during the term of this Agreement, AMBERLY'S PLACE and the insurance company shall provide thirty (30) days written notice to the effective date of such cancellation or termination to the CITY

VII. GENERAL CONDITIONS

A. Nondiscrimination. AMBERLY'S PLACE shall not discriminate against any person based on race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964), and with the Americans with Disability Act of 1990. In addition, AMBERLY'S PLACE shall include similar requirements of subcontractors in any contracts entered into for performing AMBERLY'S PLACE'S obligations under this Agreement.

B. Financial Review.

1. AMBERLY'S PLACE shall make their financial records available for inspection by the CITY, or its designee, upon reasonable notice during normal business hours of the CITY.

2. If the CITY desires a financial audit by a certified public accountant of the AMBERLY'S PLACE'S financial records to verify the use of CITY funds according to the terms and audit. AMBERLY'S PLACE will not be responsible for the cost of such an audit if requested by the CITY and are entitled to a copy of any resulting reports that are received by the CITY.
- C. Compliance with Law. AMBERLY'S PLACE shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, AMBERLY'S PLACE shall include similar requirements of subcontractors in any contract entered into for performing AMBERLY'S PLACE obligations under this contract.
- D. Binding on Successors. The covenants and conditions herein contained apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties.
- E. Attorney Fees and Costs. If any action, suit proceedings are brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing Party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to witness fees, court costs, and reasonable attorney fees.
- F. Laws Governing. This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance.
- G. Venue. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in any court of competent jurisdiction in the County of Yuma, State of Arizona.
- H. Waiver. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, or any delay in exercising any rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either to insist upon strict performance of this Agreement.
- I. Severability. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- J. Integration. This Agreement contains the entire Agreement between the parties, and no oral or written statement, promises, or inducements made by either Party or agent of either Party that is not contained in

this written Agreement, or specifically referred to in this written Agreement shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

- K. No Partnership. Nothing in the Agreement is intended or shall be construed to constitute a partnership or joint venture between the parties, and neither Party shall be deemed the principal, agent, officer, or member of the other.
- L. Time is of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of AMBERLY'S PLACE of any obligation shall apply only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.
- M. Binding Arbitration. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration under the Arizona Uniform Rules of Procedure for Arbitration in effect unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing with the other Party to this Agreement.
- N. Conflict of Interest. This contract shall be subject to the Conflict of interest provisions of A.R.S. § 38-511, as amended.
- O. Notices. Any business communications in connection with this Agreement may be provided by email. All legal notices or demands related to this Agreement must be provided in writing and sent to the receiving Party at the address in the first paragraph of this Agreement. All notices to be given under this Agreement by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by major commercial delivery courier service or mailed so it requires signature by the recipient or by process service or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.
- P. Compliance with A.R.S. § 23-214. A.R.S. §23-214 imposes requirements upon employers to verify the employment eligibility of all of its employees as set forth in that statute and its related definitions (e-verify). Both the CITY and AMBERLY'S PLACE will not enter into a contract with any Company or its providers or subcontractors not in compliance with the requirements of A.R.S. § 23-214. Both the CITY and AMBERLY'S PLACE represents that it complies with the law and will continue to comply. By signing below, each represents and warrants they fully comply with all federal, state, and local laws, rules, and regulations regarding employment eligibility of all its employees, including use of the requirements of A.R.S. § 23-214, and they shall remain in compliance during the term of this Agreement.

Q. Business License. AMBERLY'S PLACE shall obtain a San Luis, Arizona Business License.

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

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

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

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

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

[Intentionally left blank, signature page follows]

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

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

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

**Amberly's Place,
Arizona Non-Profit Corporation**

Diane Umphress, Executive Director

Date: _____

4frontED City/County Commitments FY 2021-2022			
Community	2020 population	Funding Amount (\$.20 per capita)	Increase from FY 2020-2021
San Luis	39,705	\$ 7,941.00	\$ 343.00
Somerton	18,039	\$ 3,607.80	\$ 68.20
Wellton	3,354	\$ 670.80	\$ 20.00
Yuma	108,010	\$ 21,602.00	\$ 529.00
County Unincorporated	66,213	\$ 13,242.60	\$ 112.60
		\$ 47,064.20	\$ 1,072.80

4frontED City/County Commitments FY 2020-2021			
Community	2019 Population	Funding Amount (\$.20 per capita)	
San Luis	37,990	\$ 7,598.00	
Somerton	17,698	\$ 3,539.60	
Wellton	3,254	\$ 650.80	
Yuma	105,365	\$ 21,073.00	
County Unincorporated	65,650	\$ 13,130.00	
		\$ 45,991.40	

**JULY 1, 2020 PROVISIONAL POPULATION ESTIMATES
FOR ARIZONA'S COUNTIES, INCORPORATED PLACES AND UNINCORPORATED BALANCE OF COUNTIES**

ESTIMATE		ESTIMATE		ESTIMATE	
APACHE COUNTY	72,644	MARICOPA COUNTY	4,439,220	PIMA COUNTY	1,052,375
Eagar	4,994	Apache Junction *	328	Marana *	51,300
Saint Johns	3,536	Avondale	85,108	Oro Valley	46,273
Springerville	2,005	Buckeye	87,480	Sahuarita	32,181
Unincorporated	62,109	Carefree	3,794	South Tucson	5,701
		Cave Creek	5,940	Tucson	549,016
COCHISE COUNTY	131,694	Chandler	272,011	Unincorporated	367,904
Benson	5,081	El Mirage	34,857		
Bisbee	5,318	Fountain Hills	24,812	PINAL COUNTY	467,932
Douglas	16,957	Gila Bend	2,025	Apache Junction *	41,782
Huachuca City	1,797	Gilbert	263,461	Casa Grande	58,880
Sierra Vista	45,107	Glendale	244,733	Coolidge	13,212
Tombstone	1,348	Goodyear	92,865	Eloy	17,002
Willcox	3,652	Guadalupe	6,400	Florence	27,220
Unincorporated	52,434	Litchfield Park	6,942	Hayden *	0
		Mesa	504,410	Kearny	2,131
COCONINO COUNTY	145,326	Paradise Valley	14,258	Mammoth	1,559
Flagstaff	75,219	Peoria *	184,469	Marana *	0
Fredonia	1,285	Phoenix	1,634,061	Maricopa	57,765
Page	7,549	Queen Creek *	50,224	Queen Creek *	11,503
Sedona *	2,825	Scottsdale	250,903	Superior	3,093
Tusayan	578	Surprise	141,486	Winkelman *	0
Williams	3,378	Tempe	192,008	Unincorporated	233,785
Unincorporated	54,492	Tolleson	7,227		
		Wickenburg *	7,039	SANTA CRUZ COUNTY	53,731
GILA COUNTY	55,293	Youngtown	6,615	Nogales	23,031
Globe	7,526	Unincorporated	315,764	Patagonia	1,012
Hayden *	645			Unincorporated	29,688
Miami	1,809	MOHAVE COUNTY	219,583		
Payson	16,238	Bullhead City	41,573	YAVAPAI COUNTY	236,426
Star Valley	2,368	Colorado City	4,926	Camp Verde	11,075
Winkelman *	355	Kingman	31,930	Chino Valley	12,241
Unincorporated	26,352	Lake Havasu City	57,464	Clarkdale	4,569
		Unincorporated	83,690	Cottonwood	12,696
GRAHAM COUNTY	38,666			Dewey-Humboldt	4,203
Pima	2,551	NAVAJO COUNTY	113,276	Jerome	449
Safford	9,887	Holbrook	5,210	Peoria *	0
Thatcher	5,295	Pinetop-Lakeside	4,558	Prescott	43,772
Unincorporated	20,933	Show Low	11,863	Prescott Valley	47,479
		Snowflake	6,228	Sedona *	7,475
GREENLEE COUNTY	10,558	Taylor	4,456	Wickenburg *	941
Clifton	4,559	Winslow	9,772	Unincorporated	91,526
Duncan	788	Unincorporated	71,189		
Unincorporated	5,211			YUMA COUNTY	235,321
				San Luis	39,705
LA PAZ COUNTY	22,542			Somerton	18,039
Parker	3,430			Wellton	3,354
Quartzsite	4,015			Yuma	108,010
Unincorporated	15,097			Unincorporated	66,213
				ARIZONA	7,294,587

***POPULATION FOR PLACES IN TWO COUNTIES**

Apache Junction	Pinal & Maricopa	42,110
Hayden	Gila & Pinal	645
Marana	Pima & Pinal	51,300
Peoria	Maricopa & Yavapai	184,469
Queen Creek	Pinal & Maricopa	61,727
Sedona	Coconino & Yavapai	10,300
Wickenburg	Maricopa & Yavapai	7,980
Winkelman	Gila & Pinal	355



*Jose Manuel Castro
Pastor / President.*

GETHSEMANI FOOD MINISTRY

SAN LUIS INDEPENDENT FOOD BANK

1010 "B" Street / P.O. BOX 3137 San Luis AZ. 85349

Phone & Fax: (928) 627-2678 - Mobil: 928-446-2200

Facebook: *Gethsemani Church*

Manuelcastro12@msn.com

May 20, 2021

Dear City of San Luis, AZ.

Our most honorable City Mayor, Administrator and members of the Council,

It is our prayer that the good Lord be blessing and keeping each one of you. Because Scripture reminds us to pray for our leaders in the community, when we gather to pray, we intercede for you in prayer as He fills you with much wisdom and sensitivity to conduct and manage the affairs of our great city.

With great humbleness I make you aware of the program we have in place to help the needy and less fortunate of our city. We have been donating tons of food like never before. It's impressive the amount of food we gather on a weekly basis from various locations, like: Nogales, Tucson, Phoenix and Yuma. Our purpose has always been to fight hunger in our communities in the name of Christ.

Thanks to the Lord we have two trucks available to make these runs- these trucks are our way of transport in order to support hundreds of families who go hungry in our community each month.

Thank you for your contribution to our food program and feed our community and together combating the hungry.

Our prayer is that our City of San Luis, AZ can stand with us in support with \$5,000 dollars. to support caring the food. For the period of 2021-2022.

We appreciate with all of our heart your generous support as we continue to fight hunger in our city and support our community activities. Thank you!

Optimistically,

Jose M. Castro. CEO / Pastor.

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:_____

March 1, 2021

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

Mayor Gerardo Sanchez and San Luis City Council Members,

Greetings from your Yuma Community Food Bank!

2020 was a devastating year that took many hard-working residents to the hospital or home to care for loved ones, and others without jobs due to COVID. As 2021 continues to be a challenge for many residents in Yuma County, including San Luis, it is improving but still has many unable to return to work and in need of food. While government offices remain closed, the Yuma Community Food Bank continued to provide food assistance to residents in San Luis by continuing services in locations that were accessible and could be safely managed by our staff and the help of the National Guard. Using approved mass distribution methods, we were able to distribute over 18 million pounds of food to Yuma County during the COVID and distributed **\$511,734** from the Senior Center in San Luis in the past 12 months.

YCFB respectfully requests support in the amount of \$25,000 for fiscal year 2021. 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 swhitehead@yumafoodbank.org

Gratefully,



Shara Whitehead
President/CEO

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: _____

Antonio C Carrillo
P.O. Box 4293
San Luis, Arizona 85349

March 9, 2021

Mayor Mr. Gerardo Sanchez and Council Members
City of San Luis, Arizona
1090 E. Union St.
San Luis, AZ 85349

Dear Mayor Sanchez and Honorable Members of the City of San Luis Council,

In the times of COVID-19, I would like to report that volunteers, organizing members and city staff are diligently working on bringing a 2021 Blazing Desert ComicCon (BDCC) event.

After carefully reviewing data and information from the U.S. Center for Disease Control (CDC) and in consultation with city staff, we have tentatively scheduled the 2021 BDCC event for May 1, 2021 at the Joe Orduño Athletic Complex. The recommendations and advice from city staff have been crucial in the planning of this year's event. As COVID-19 conditions continue to improve, we feel that an open-air event will be the best option for group gatherings.

Upon completion of this year's event, we would like to continue planning for the 2022 BDCC event and would like to request your financial assistance for next year's event in the amount of \$5000.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Antonio Carrillo', with a stylized flourish at the end.

Antonio Carrillo
Yuma County Arts and Cultural Group

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

March 9, 2021

Mayor Mr. Gerardo Sanchez and Council Members
City of San Luis, Arizona
1090 E. Union St.
San Luis, AZ 85349

Dear Mayor Sanchez and Honorable Members of the City of San Luis Council,

In the times of COVID-19, I am proud to report that volunteers, city staff and primarily our residents were such a wonderful team in observing Center for Disease Control (CDC), state and city health guidelines and at the same time supported the 2020 San Luis Film Festival (SLFF).

Last year, we had a socially distanced-hybrid opening ceremony along with a socially distanced drive-in cinema format. During the open-air event, the community attendance exceeded our expectations and 100+ vehicles registered for the event. Volunteers, audience, and city staff adhered to the CDC health recommendations. The audience remained in their vehicles and everyone observed the social distance recommendations and the wearing of their facemasks at all times.

We screened movies from four different countries, *La Promesa* (*The Promise*) from Mexico, *Epicentro* (*Epicenter*) from France/Cuba and *Sin Señas Particulares* (*Identifying Features*) from Spain/Mexico. *Identifying Features'* lead actress Mercedes Hernandez attended the closing of the event. "I never felt so happy to hear the cars honking" referencing the audience reaction to her presentation during the event where instead of applause the audience honked to appreciate her. In a follow up meeting with Ms. Hernandez, she stated that of all the events she has attended, "the SLFF has been the best".

As we move forward to this year's event, I would like to inform you that the film fest will be achieving a great milestone. **The SLFF will be celebrating its 10th year anniversary in 2021.** The volunteers and organizing members are planning a celebration that will highlight one decade of the event and our community's place in the arts. The film fest will continue the tradition of bringing quality films, guest actors and a gathering for our residents. The plans are to have an event that will observe the CDC health guidelines and at the same time an open-air event. We are hoping that you continue providing us your financial support this year and humbly request your assistance in the amount of \$5000 for this purpose.

Actors Baltimore Beltran, Alberto Trujillo, Jorge Luis Moreno, Mercedes Hernandez, directors Jorge Leyva, Alejandro Ramirez Corona and Hill Diaz among others have tentatively accepted the invite to join us on the 10th year anniversary of the film fest.

Respectfully,



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

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 2020 San Luis Film Festival event shall be held in San Luis, Arizona, beginning on or about November 10, 2020, and ending on or about November 13, 2020, 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 the San Luis Film Festival 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 the San Luis Film Festival.

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 2020 San Luis Film Festival events. It is understood this event may be an outdoor event or a virtual event.
- C. City staff shall work with Group to make the 2020 San Luis Film Festival 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 the San Luis Film Festival shall be the sole and separate liability of Group. City assumes no financial responsibility of any kind or nature relative to the San Luis Film Festival.

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 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 the San Luis Film Festival 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 December 16, 2020, 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



PO Box 3763, San Luis, Arizona 85349

May 12, 2021

CITY OF SAN LUIS

Dear Mayor Gerardo Sanchez,

The Off-Road EXPO Organization would like to invite the CITY OF SAN LUIS to participate as a Title Sponsor with a \$10,000 contribution for the 2021 Off-Road EXPO event. The event is scheduled for Saturday, October 23, 2021 at the Joe Orduño Park from 5:00 pm to 11:00 pm. This contribution will enable us to bring to the community once more an event that will ultimately highlight the City of San Luis as one of the best community events in Yuma County.

The Off-Road EXPO Committee is administered by a group of volunteers, all motivated by excellent core values and practices. The success of this event depends solely on the support of local businesses and its direct reflection of the generosity of the community of San Luis. The Off-Road Expo is also funded through in-kind contributions that are used to bring the event to the community and consequently have supported other mean full causes such as scholarship funds and cancer awareness.

We truly value your continuous support and look forward to a stronger and successful partnership as we celebrate our ninth year serving the community of San Luis.

Sincerely,

Lizeth Chavez
Off-Road EXPO Administrator
928-941-2599
Lchavez@offroadexposanluis.com

AGREEMENT

This agreement ("Agreement") made this _____ day of September 2020, between Comite De Bienestar, Inc., an Arizona non-profit corporation, 963 East B Street, P.O. Box 7170, San Luis, Arizona 85349 ("Comite") and the City of San Luis, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona 85349 ("City"). Comite and the City may be referred to singularly as the "Party" and collectively as the "Parties."

SECTION ONE. OFF-ROAD EXPO SAN LUIS EVENT

Under the terms and conditions of this Agreement, the Off-Road Expo San Luis event shall be held in San Luis, Arizona, before June 30, 2021, when in-person gatherings are safe, considering that at the time of the execution of this Agreement, we are experiencing the coronavirus disease 2019 (COVID-19) pandemic. If 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 Comite or liability or obligation to Comite whatsoever.

SECTION TWO. DUTIES OF COMITE

Comite shall advertise and promote the Off-Road Expo San Luis event and do or cause to be done all other things necessary or advisable to make the event a success.

Comite shall use all-volunteer labor to perform this Agreement.

SECTION THREE. ADVERTISING OF THE CITY'S NAME

Comite shall cause the City's name to appear prominently in all advertising and publicity in connection with the Off-Road Expo San Luis event.

SECTION FOUR. DUTIES OF THE CITY

- A. The City shall pay \$10,000.00 to Comite. Payment shall be made out to Off-Road Expo San Luis in care of Lizeth Chavez.
- B. The City shall make the Joe Orduño Park, 1015 North Main Street, San Luis, Arizona, available for the Off-Road Expo San Luis event. It is understood that the event may take place as an outdoor event or a virtual event.
- C. The City staff shall work with Comite to make the Off-Road Expo San Luis event successful, such as promotion on the City's website and its L.E.D. sign, and assistance with set-up and tear down.
- D. Otherwise, all expenses in any way pertaining to the Off-Road Expo San Luis event shall be the sole and separate liability of Comite. The City assumes no financial responsibility of any kind or nature relative to the Off-Road Expo San Luis event.

- E. City will provide trash containers for the event and traffic control during the event

SECTION FIVE. LIABILITY INSURANCE

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

SECTION SIX. BOOKS AND RECORDS

Comite 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 the City, and the City shall have access to and the right to examine such books at any and all reasonable times. Comite shall prepare a report and submit it to the City, to the City's Public Information Officer, on or before the first business day following forty-five (45) days after the event, showing an accounting of the City's Sponsorship and providing copies of receipts. Also, by that date, Comite shall prepare a presentation for the City Council showing either photographs or video or both of the Off-Road Expo San Luis and submit it to the City's Public Information Officer.

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 Comite fails to comply with any of the terms and conditions of this Agreement, the City may terminate this Agreement immediately, in which case the City shall have no further liability or obligation to Comite.

SECTION TEN. GOVERNING LAW

It is agreed this Agreement shall be governed by, construed, and enforced under the laws of Arizona. This Agreement is subject to the cancellation for conflict of interest 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 interpreting 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.

[Intentionally left blank, signature page follows]

The Parties have executed this Agreement at San Luis, Arizona, the day and year first set forth above, which is the date of the signature of the last Party to sign.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Comite De Bienestar, Inc.

By authorized representative



March 17, 2021

Dear City of San Luis,

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 20 scholarships ranging in amounts from \$500 to \$3,000, 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. **You have graciously donated in the past and we hope to continue the tradition.**

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 2021 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

Marlene Lara

From: Sheryl Hehe <sheryl@yumachamber.org>
Sent: Wednesday, March 3, 2021 12:28 PM
To: Marlene Lara
Subject: [EXTERNAL] Chamber membership info

This message originated from outside your organization

Marlene -

Kimberly Kahl forwarded your email to me regarding any requests from the chamber for your budget this year. The City of San Luis is a member of the chamber, the dues are \$660/year. The renewal date is November 2021.

If you need further information please don't hesitate to contact me.

--

Sheryl Hehe
Operations Manager



www.yumachamber.org

928-782-2567

Marlene Lara

Subject: FW: FY 2021-2022 Funding Request

From: Ralph Velez
Sent: Tuesday, March 2, 2021 5:04 PM
To: Marlene Lara <mlara@sanluisaz.gov>
Subject: RE: FY 2021-2022 Funding Request

Hola Marlene:

Wishing you well.

Thank you for your email. As far as I know the BTA membership dues will increase for Fiscal Year 2022. Having said that, we can safely budget for Fiscal Year 2022 an amount of \$ 10,000 for BTA membership dues.

Thank you for reaching out.

Be safe

Ralph

From: Marlene Lara
Sent: Monday, March 1, 2021 3:16 PM
To: Ralph Velez <RVelez@sanluisaz.gov>
Subject: FY 2021-2022 Funding Request

Good afternoon Mr. Ralph Velez,

As you are aware we are working on our budget for the upcoming fiscal year 2021-2022 (starting July 1st).

Tadeo asked I check with you what the request for Border Trade Alliance would be. May you please provide this information?

Thank you,

Marlene Lara

PIO & Assistant to Council
City Administration | City of San Luis, Arizona
1090 E. Union Street | P.O. Box 1170 | San Luis, AZ 85349
Office: (928) 341-8520 Ext. 2324 | Mobile: (928) 315-5922



1820 W. Washington • Phoenix, AZ 85007 • Phone: (602) 258-5786 • Fax: (602) 253-3874
Email: league@azleague.org • Web site: www.azleague.org

February 11, 2021

TO: Tadeo De La Hoya, City Manager, San Luis

FROM: Tom Belshe, Executive Director

SUBJECT: **2021-2022 LEAGUE DUES**

The annual statement for your 2021-2022 membership dues for the League of Arizona Cities and Towns is enclosed.

At the recommendation of the League Budget Subcommittee, the Executive Committee voted last Friday to forgo any changes to the League membership dues formula for the upcoming year.

Therefore, your dues are calculated as follows: \$4,300 base plus a per capita amount based on population. The population figure used for this calculation is the 2019 census estimates. The payment deadline for League dues is July 31, 2021.

The League provides valuable services that benefit cities and towns in the state, focusing primarily on representation and advocacy at the state legislature, and also providing educational classes, publications, legal work, research, inquiry services, pooled programs and meetings and conferences. Your dues provide the major source of funding for the organization.

Thank you for the work you do for the people of Arizona and for your continuing support of the League. If you have any questions regarding dues or any League program, please contact me.

PLEASE NOTE:

We are sending out dues statements early for your city/town budgeting purposes. The actual due date for payment of 2021-2022 membership dues is July 31, 2021.



1820 W. Washington • Phoenix, AZ 85007 • Phone: (602) 258-5786 • Fax: (602) 253-3874
Email: league@azleague.org • Web site: www.azleague.org

**ANNUAL DUES STATEMENT
for
FY 2021-2022**

THE LEAGUE OF ARIZONA CITIES AND TOWNS

1820 West Washington Street
Phoenix, Arizona 85007
Phone: (602) 258-5786

SAN LUIS

Membership dues for the League of Arizona Cities and Towns for the fiscal year, July 1, 2021 to June 30, 2022, based on the 2019 census population estimates.

Population @ per capita rate	34,778	x	0.54	=	\$18,780
Plus \$4,300 base					\$4,300
				Dues Amount	\$23,080
				TOTAL AMOUNT DUE	\$23,080

Please make checks payable to the League of Arizona Cities & Towns.

Deadline for payment of membership dues is July 31, 2021.

Thank you!

Please use the information below if you wish to make an ACH payment:

FINANCIAL INSTITUTION: JPMorgan Chase
NAME ON ACCOUNT: League of Arizona Cities & Towns
ROUTING NUMBER: 122100024
ACCOUNT NUMBER: 68101
REMITTANCE EMAIL: ACHpayments@azleague.org



May 4, 2021

HAND-DELIVERED TO CITY OF SAN LUIS

Mr. Tadeo De La Hoya,
City Manager
1090 Union Street
San Luis, AZ 85349

Re: City of San Luis District Membership and Dues

Dear Mr. De La Hoya,

Western Arizona was designated an Economic Development District (EDD), or WAEDD, by the U.S. Economic Development Administration (EDA) on June 30, 2020. In conferring designation, the EDA has committed to providing financial assistance to economic development in western Arizona's distressed communities.

EDA assistance was essential in obtaining the EDD designation as well as completing and implementing the annual regional Comprehensive Economic Development Strategy, or CEDS report. In addition to directly funding CEDS development and implementation, EDA funding leverages other regional funding opportunities which advance the District's economic and community development work. Continued EDA funding will help reduce economic distress in our region as we address our economic challenges, including those related to the 2020 COVID-19 pandemic.

One of the most important benefits of the EDD designation and the accompanying CEDS is the City of San Luis' eligibility for EDA's competitive grant awards.

EDA's financial commitment was awarded in the Partnership Planning Program for **\$210,000** for the award period 2020-2022. The total non-Federal (local match) contribution is **\$17,500** for the award period 2020-2022 for the entire District.

The District Counties, Cities, and Towns participate with a financial commitment with prorated membership dues per population determined from the current decennial (2010) U.S. Census. The 2020 decennial U.S. Census will be adopted for future determination of dues.

The City of San Luis' prorated membership dues for the three-year period (2020-2022) is **\$1,190** (2020), **\$1,190** (2021), and **\$1,190** (2022) for **\$3,569** total.

Per the Bylaws, with membership, the City of San Luis will recommend and appoint an elected member to the WAEDD Executive Committee. Each Executive Committee member will chair or co-chair a committee and make recommendations to the Board of Directors. They will also oversee the District's membership.

Please let us know if you have any questions and need to discuss further.

Very respectfully,

Alan Pruitt
Executive Director

cc: Ms. Jenny Torres, City of San Luis Economic Development Manager

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

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. Trenchel
President and Chief Executive Officer