NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 7:00 p.m., Wednesday, May 11, 2022. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. 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/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 7:00 p.m., el día Miercoles, 11 de Mayo del 2022. 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 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/ Sonia Cornelio, Actuaria de la Ciudad

AMENDED AGENDA 5/10/2022

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
May 11, 2022
7:00 p.m.

For the safety of the public during the COVID-19 pandemic, members of the public may attend the City Council's Regular Meeting of May 11, 2022 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. Call to the Public will only be available to those attending the meeting in person.

PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION. THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS; IF AUTHORIZED BY LAW AND BY A MAJORITY VOTE OF A QUORUM OF CITY COUNCIL MEMBERS PRESENT, AN EXECUTIVE SESSION WILL BE HELD IMMEDIATELY FOLLOWING THE VOTE IN ACCORDANCE WITH A.R.S. § 38-431.03(A) AND THE MEETING WILL BE TEMPORARILY RECESSED WHILE THE CITY COUNCIL RETIRES TO EXECUTIVE SESSION WHICH WILL NOT BE OPEN TO THE PUBLIC.

Por la seguridad del público durante la pandemia COVID-19, habrá asistencia en persona para los miembros del público en la Junta Regular del Cabildo del 11 de Mayo del 2022, 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. Llamado al Publico estara disponible solo a quienes asistan a la junta en persona.

TENGA EN CUENTA QUE LOS MIEMBROS DEL CABILDO DE LA CIUDAD ASISTIRÁN EN PERSONA, TELÉFONO O COMUNICACIÓN POR VIDEO CONFERENCIA. EL ALCALDE O VICE-ALCALDE DE ESTA REUNIÓN PUEDE CAMBIAR EL ORDEN DE LOS TEMAS; SI ESTÁ AUTORIZADO POR LA LEY Y POR MAYORÍA DE VOTOS DE UN QUÓRUM DE MIEMBROS DEL CABILDO PRESENTES, SE LLEVARÁ A CABO UNA SESIÓN EJECUTIVA INMEDIATAMENTE DESPUÉS DE LA VOTACIÓN DE ACUERDO CON LOS ESTATUTOS DEL ESTADO DE ARIZONA A.R.S. § 38-431.03 (A) Y LA REUNIÓN SERÁ TEMPORALMENTE RECESADA MIENTRAS EL CABILDO DE LA CIUDAD SE RETIRE A UNA SESIÓN EJECUTIVA QUE NO ESTARÁ ABIERTA AL PÚBLICO.

1. CALL TO ORDER/ROLL CALL 7:00 P.M.

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. PROCLAMATIONS/PRESENTATIONS

4. A.	- Professional Municipal Clerks Week May 1 - 7, 2022	**Proclaimed**
4. B.	- Economic Development Week May 9-13, 2022	**Proclaimed**
4. C.	- National Public Works Week May 15 - 21, 2022.	**Proclaimed**

4. D.	- Peace Officers' Memorial Day May 15, 2022 and National Police Week May 15 - 21, 2022	**Proclaimed**
4. E.	- Bike Month May 2022	**Proclaimed**
4. F.	- Building Safety Month 2022	
4. G.	Presentation of the Safety Award issued to the City of San Luis by the Industrial Commission of Arizona. **(Maria Sabori, Risk Property Analyst and Yolanda Dueñas, Facilities Supervisor)**	**Presentation Done**
4. H.	Presentation on any and all matters regarding the donation of photographs to the City of San Luis and request of surplus goods by the 29 H. Ayuntamiento de San Luis Rio Colorado, Sonora. **(Council Member Rebecca Ching-Hurtado from San Luis Rio Colorado)**	**Presentation Done**
5.	**CONSENT AGENDA** All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.	
5. A.	**MINUTES OF** - Work Session held April 6, 2022 - Special Council meeting held April 6, 2022 - Regular Council meeting held April 13, 2022 - Work Session held April 27, 2022	**Approved**
5. B.	**Disbursements from April 5, 2022 to May 2, 2022** Total Disbursements $2,200,557.87 (Two Million, Two Hundred Thousand, Five Hundred Fifty-Seven Dollars and Eighty-Seven Cents)	**Approved**
5. C.	Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for Fiscal Year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**	**Approved**
5. D.	Discussion and possible action on any and all matters regarding the annual contribution under the 4FrontED Intergovernmental Agreement for a binational regional program to promote education, infrastructure, and tourism, to stimulate mutual economic development for the fiscal year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**	**Approved**
5. E.	Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry for Fiscal Year 2021-2022. **(Lizandro Galaviz, Acting City Manager)**	**Approved**

5. F.	Discussion and possible action on any and all matters regarding the contract with Greater Yuma Economic Development Corporation for Fiscal Year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**	**Approved**
5. G.	Discussion and possible action on any and all matters regarding the annual contribution under the Greater Yuma Port Authority, Inc. Intergovernmental Agreement for economic development near the Land Port of Entry 2, Magrino Industrial Park for the fiscal year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**	**Approved**
5. H.	Discussion and possible action on any and all matters regarding the contract with the Humane Society of Yuma for the Fiscal Year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**	**Approved**
5. I.	Discussion and possible action on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**	**Approved**
5. J.	Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for the Fiscal Year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**	**Approved**
5. K.	Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for the fiscal year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**	**Approved**
5. L.	Discussion and possible action on any and all matters regarding Resolution No. 2216. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the annual contribution under the Intergovernmental Agreement with Yuma County Intergovernmental Public Transportation Authority for the Yuma County Area Transit ("YCAT"), the regional public transportation services for the fiscal year 2022-2023: repealing conflicting provisions; and providing for severability. **(Lizandro Galaviz, Acting City Manager)**	**Approved**
5. M.	Discussion and possible action on any and all matters regarding approval of a contract with Yuma County Arts and Cultural Group for the 2023 Annual Blazing Desert ComicCon event in San Luis, Arizona, for the fiscal year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**	**Approved**
5. N.	Discussion and possible action on any and all matters regarding Resolution No. 2217. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving a one-time contribution under the Intergovernmental Agreement with Yuma County Intergovernmental Public Transportation Authority for the Yuma County Area Transit ("YCAT"), the regional public transportation services for the fiscal year 2022-2023: repealing conflicting provisions; and providing for severability. **(Lizandro Galaviz, Acting City Manager)**	**Approved**

5. O.	Discussion and possible action on any and all matters regarding approval of a contract with Yuma County Arts and Cultural Group for the San Luis Film Festival event in San Luis, Arizona, for the fiscal year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**	**Approved**
5. P.	Discussion and possible action on any and all matters regarding the dues to Yuma Metropolitan Planning Organization (YMPO) for the fiscal year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**	**Approved**
6.	**DISCUSSION AND POSSIBLE ACTION ITEMS:**	
6. A.	Discussion and possible action on any and all matters regarding a Guaranty for Greater Yuma Port Authority ("GYPA") infrastructure loan from Yuma County. **(Kay Marion Macuil, City Attorney)**	**Approved**
6. B.	Discussion and possible action on any and all matters regarding Council ratification of an emergency contract with Desert Excavating Inc. to lower and relocate water lines on north 4th Avenue. **(Eulogio Vera, Director of Public Works)**	**Continued**
6. C.	Discussion and possible action on any and all matters regarding the engagement of DPE Construction, Inc., for the City of San Luis 5th and 7th Avenue Improvements. **(Eulogio Vera, Director of Public Works)**	**Approved**
6. D.	Discussion and possible action on any and all matters regarding the change of appointment of a Vice-Mayor. **(Vice Mayor Africa Luna-Carrasco; Council Member Gloria Torres and Council Member Luis Cabrera)**	**Approved**
6. E.	Discussion and possible directions to staff on any and all matters regarding Ordinance No. 425. An ordinance of the Mayor and City Council of the City of San Luis amending Title 6 of the San Luis City Code by adding a new Chapter 6.20 Abuse of Animals; imposing penalties for violation; repealing any conflicting provisions and ordinances; and providing for severability. **(Kay Marion Macuil, City Attorney)** A. Action on Reading of Ordinance No. 425 by title only (City Clerk to read the ordinance by title only) B. Action and adoption of Ordinance No. 425	**Approved**
7.	**SUMMARY OF CURRENT EVENTS** Events by Mayor, Council Members and/or City Manager pursuant to A.R.S. § 38-431.02 (K).	**Informational Update**

8. CALL TO THE PUBLIC **No Legal Action Permitted**

This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01 (H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.

9. ADJOURNMENT 8:30 P.M.

PROCLAMATION

Regular City Council Meeting **4. A.**

Meeting Date: 05/11/2022

Title:

- Professional Municipal Clerks Week May 1 - 7, 2022

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

53RD ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK
May 1 - 7, 2022

WHEREAS, the City Clerk's Office, a time honored and vital part of local government exists throughout the world; and

WHEREAS, the City Clerk's Office is the oldest among public servants; and

WHEREAS, the City Clerk's Office provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, City Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the City Clerk serves as the information center on functions of local government and community; and

WHEREAS, City Clerks continually strive to improve the administration of the affairs of the City Clerk's Office through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the City Clerk's Office.

NOW, THEREFORE BE IT RESOLVED, that, I, Gerardo Sanchez, Mayor of the City of San Luis, hereby proclaim the week of May 1 to May 7, 2022, as **"Professional Municipal Clerks Week"**, and further extend appreciation to our **City Clerk Sonia Cornelio; Deputy City Clerk Melissa Lopez** and to all City Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

DATED this **11th** day of **May** 2022.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **4. B.**

Meeting Date: 05/11/2022

Title:

- Economic Development Week May 9-13, 2022

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

ECONOMIC DEVELOPMENT WEEK

May 9 - May 13, 2022

WHEREAS, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers; and

WHEREAS, the International Economic Development Council provides leadership and excellence in economic development for communities, members, and partners through conferences, training courses, advisory services and research, in-depth publications, public policy advocacy, and initiatives such as the Accredited Economic Development Organization program, the Certified Economic Developer designation, and the Entrepreneurship Development Professional; and

WHEREAS, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, economic developers stimulate and incubate entrepreneurism in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and

WHEREAS, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

WHEREAS, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and

WHEREAS, economic developers work in the City of San Luis within the State of Arizona.

NOW, THEREFORE, BE IT RESOLVED, that, I, Gerardo Sanchez, Mayor of the City of San Luis, hereby proclaim the week of May 9 through May 13, 2022, as **"Economic Development Week"**, and remind individuals of the importance of this community celebration which supports expanding career opportunities and making lives better.

Dated this **11th** day of **May** 2022.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **4. C.**

Meeting Date: 05/11/2022

Title:

- National Public Works Week May 15 - 21, 2022.

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL PUBLIC WORKS WEEK
May 15 – 21, 2022
"Ready and Resilient"

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of San Luis; and

WHEREAS, these infrastructures, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of San Luis to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2022 marks the 62nd Annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now.

NOW, THEREFORE, BE IT RESOLVED, THAT, I, Gerardo Sanchez, Mayor of the City of San Luis, do hereby proclaim the week of May 15 to May 21, 2022 as **"National Public Works Week"**; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety and quality of life.

DATED this **11th** day of **May** 2022.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **4. D.**

Meeting Date: 05/11/2022

Title:

- Peace Officers' Memorial Day May 15, 2022 and
  National Police Week May 15 - 21, 2022

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

PEACE OFFICERS' MEMORIAL DAY
May 15, 2022; and
NATIONAL POLICE WEEK
May 15 – 21, 2022

WHEREAS, the Congress and the President of the United States have designated May 15th as the Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the members of the City of San Luis Police Department; and

WHEREAS, the members of the City of San Luis Police Department play an essential role in safeguarding the rights and freedoms of the City of San Luis, Arizona; and

WHEREAS, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries; and

WHEREAS, since the first recorded death in 1791, almost 23,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 1 member of the City of San Luis Police Department; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 34th Annual Candlelight Vigil, on the evening of May 13th, 2022; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their Police Officers, and that members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the City of San Luis Police Department unceasingly provide vital public service; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half staff.

NOW, THEREFORE, BE IT RESOLVED, that, I, Gerardo Sanchez, Mayor of the City of San Luis, hereby proclaim May 15th, 2022 as **"Peace Officers' Memorial Day"**, in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty and let us recognize and pay respect to the survivors of our fallen heroes.

I further proclaim the week of May 15 to May 21, 2022 as **"National Police Week"**, in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered dedicated service to their communities and in doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all residents.

DATED this **11th** day of **May** 2022.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **4. E.**

Meeting Date: 05/11/2022

Title:

- Bike Month May 2022

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

BIKE MONTH
May 2022

WHEREAS, the bicycle is an economical, healthy, convenient, and environmentally sound form of transportation and an excellent tool for recreation and enjoyment of San Luis' scenic beauty; and

WHEREAS, throughout the month of May, the residents of San Luis and its visitors will experience the joys of bicycling through educational programs, races, commuting events, charity events, or by simply getting out and going for a ride; and

WHEREAS, San Luis' road and trail system attracts bicyclists each year, providing economic health, transportation, tourism, and scenic benefits; and

WHEREAS, creating a bicycling-friendly community has been shown to improve citizens' health, well-being, and quality of life, growing the economy of San Luis, attracting tourism dollars, improving traffic safety, supporting student learning outcomes, and reducing pollution, congestion, and wear and tear on our streets and roads; and

WHEREAS, Yuma Region Bicycle Coalition, Yuma Visitors Bureau dba Visit Yuma, Yuma Metropolitan Planning Organization, the League of American Bicyclists, schools, parks and recreation departments, police departments, public health districts, hospitals, companies and civic groups believe in the benefit of bicycling; and

WHEREAS, these groups are also promoting bicycle tourism year-round to attract more visitors to enjoy our local restaurants, hotels, retail establishments, cultural, and scenic attractions; and

WHEREAS, these groups are also promoting greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries, and fatalities and improve health and safety for everyone on the road;

NOW, THEREFORE, BE IT RESOLVED, that, I, Gerardo Sanchez, Mayor of the City of San Luis, do hereby proclaim May 2022 as **"Bike Month"** in San Luis and I urge all residents to join me in this special observance.

DATED this **27th** day of **April** 2022.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **4. F.**

Meeting Date: 05/11/2022

Title:

- Building Safety Month 2022

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

BUILDING SAFETY MONTH
May 2022

WHEREAS, the City of San Luis is committed to recognizing that our growth and strength depend on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike; and

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings; and

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play; and

WHEREAS, "Safety for All: Building Codes in Action", the theme for Building Safety Month 2022, encourages us all to raise awareness about planning for safe and sustainable construction; career opportunities in building safety; understanding disaster mitigation, energy conservation and creating a safe and abundant water supply to all of our benefit; and

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience, and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Gerardo Sanchez, Mayor of the City of San Luis, Arizona, do hereby proclaim the month of May 2022 as **"Building Safety Month"**, and I encourage our citizens to join us as we participate in Building Safety Month activities.

DATED this **11th** day of **May** 2022.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PRESENTATION

Regular City Council Meeting **4. G.**

Meeting Date: 05/11/2022

Submitted By: Maria Sabori, Finance Department, Risk Management

Presentation Topic/Summary:

Presentation of the Safety Award issued to the City of San Luis by the Industrial Commission of Arizona. **(Maria Sabori, Risk Property Analyst and Yolanda Dueñas, Facilities Supervisor)**

Attachments

Safety Award Presentation

CITY OF SAN LUIS SAFETY AWARD







Industrial Commission of Arizona

Protection of life, health, safety, and welfare of Arizona's workforce

INDUSTRIAL COMMISSION OF ARIZONA

ANNUAL WORKPLACE SAFETY RECOGNITION DAY

APRIL 2022













































Thank you!

Let's continue to put workplace safety first!

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. H.**

Meeting Date: 05/11/2022

Summary

Presentation on any and all matters regarding the donation of photographs to the City of San Luis and request of surplus goods by the 29 H. Ayuntamiento de San Luis Rio Colorado, Sonora. **(Council Member Rebecca Ching-Hurtado from San Luis Rio Colorado)**

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. A.**

Meeting Date: 05/11/2022

Summary

MINUTES OF

- Work Session held April 6, 2022
- Special Council meeting held April 6, 2022
- Regular Council meeting held April 13, 2022
- Work Session held April 27, 2022

Attachments

4/6/2022 WS

4/6/2022 SCM

4/13/2022 RCM

4/27/2022 WS

M I N U T E S
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
April 6, 2022
6:30 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Work Session to order at approximately 6:32 p.m.

PRESENT:
Mayor Gerardo Sanchez
Vice Mayor Africa Luna-Carrasco-arrived at 6:33 p.m.
Council Member Mario Buchanan Jr.
Council Member Luis Cabrera-arrived at 6:33 p.m.
Council Member Jose Ponce
Council Member Matias Rosales
Council Member Gloria Torres-arrived at 6:33 p.m.

OTHERS PRESENT:
Lizandro Galaviz, Acting City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Maria A. Roldan, Acting Director of Parks & Recreation
Domingo Sosa, Graphics & Media Specialist
Eulogio Vera, Director of Public Works
Jenny Torres, Economic Development Manager
Jorge Perez, Assistant Director of Public Works
Jose A. de la Vara, City Prosecutor
Jose L. Cisneros, Acting PIO/Assistant to Mayor and Council
Monica Castro, Director of Finance
Ralph Velez, City Consultant
Richard Jessup, Chief of Police
Ruben Lopez, IT Technician
James Davey, Davey and Associates
Columba Nuñez, Resident
Tadeo A. De La Hoya, Resident
Genaro Soto, Resident
Gladys Brown, Director of of the Yuma County International Airport
James Daveny, James Davey and Associates
Nydia Mendenhall, Resident
Nieves Riedel, Resident

2. ITEMS FOR DISCUSSION ONLY:

2. A. Discussion and possible directions to staff on any and all matters regarding Yuma County Airport Authority's request for Yuma County to terminate the lease with the Bureau of Reclamation for Rolle Airfield. (Jenny Torres, Economic Development Manager)

Ms. Jenny Tores, Economic Development Manager, commented she had done some research regarding the Rolle Airfield. She mentioned that in 2009 the previous Yuma Airport Master Plan stated that Rolle Airfield could be a reliever in the future, but unfortunately, this is not included in the current master plan. She added that the previous executive director made some statements to the media on how Rolle Airfield could become a relief during that time, that they wanted to expand Rolle Airfield. In addition, they tried to secure federal aviation funds. That is when the process started to get Yuma County to terminate the lease and the Yuma County Airport Authority to take it over. Furthermore, she mentioned that Ms. Gladys Brown, Director of the Yuma County International Airport, is following the same procedure and is moving forward with that. She also commented that, as directed by Mayor and City Council, she requested a feasibility study proposal, which came out at $99,000.00. She added that this feasibility study would inventory the existing conditions, forecasts of aviation demand, define a future development plan, provide a market rate survey, an option of potential revenue, options of probable cost, opinion of probable annual maintenance, and operations. She explained that she reviewed that Bureau of Reclamation draft lease, and it is a standard lease focused on aviation. She highlighted that the city does not have experience in operating an airport. She commented that any development at Rolle Airfield would have to come to the city for approval. She concluded that the Yuma County Airport Authority is currently requesting the city’s support for Yuma County to terminate the lease with the Bureau of Reclamation.

Ms. Gladys Brown, Director of the Yuma County International Airport, explained that the Yuma County Airport Authority does not own any land. The land is leased from Yuma County, and in that lease agreement, the authority acts as a sole sponsor to the Federal Aviation Administration as well as to the Arizona Department of Transportation; because of that, the authority is the sponsor of the overall property through the lease agreement, and potentially that is what is wanted with the Bureau of Reclamation lease agreement. She pointed out that today's current does not make the authority eligible for grants until it is clarified who the actual sponsor is and who holds the lease assignment. Currently, that lease assignment is held by Yuma County. Ms. Brown commented that this could be rectified and work with the Bureau of Reclamation and release Yuma County, but during that discussion Chairman Marco A. Reyes stated that before doing that, the City of San Luis needs to see if it is something that they are interested in. She added that the city could become the lease assignment and work on behalf of the city and run that airport. She mentioned that that is not difficult as grant assurances need to be fulfilled and prorated and pay both the Department of Transportation and the ACA grant agreement that is currently in place, and those have 20-year commitments. She informed that today Rolle Airfield brings $12,000.00 in revenues. It depends on the user base; currently, Skydive San Luis is leasing, and their lease rate is well-positioned to be successful as a startup company. She stated that operating Rolle Airfield would be a loss ledger of about $80,000.00 because of the emergency diesel generator and

the different systems that have been employed that need to be maintained on an annual basis.

Council Member Matias Rosales asked if the funding obtained from grants goes into the general fund for Yuma County or goes directly to Rolle Airfield.

Ms. Brown replied that it is treated as two (2) different entities because of the classification; in the State Aviation System, Rolle Airfield is an airport, and Yuma International is a separate airport even though it is the same entity the authority oversees it, but the funding is separate.

Mayor Gerardo Sanchez asked when does Yuma County agreement expire and how long will it take for the authority to become the main sponsor.

Ms. Brown replied that the agreement expires in 2024, and the Bureau of Reclamation is ready for when it expires, and once the termination happens with Yuma County, they will process the new license agreement. The agreement will not be terminated until it is agreed that everybody supports the termination of the lease.

Mayor Gerardo Sanchez stated that he supports terminating the lease and having the Yuma County Airport Authority obtain the lease; Rolle Airfield will benefit as well as the City of San Luis. There was no opposition from members of the City Council.

2. B. Discussion and possible directions to staff on any and all matters regarding the Yuma Mesa Irrigation and Drainage District water supply for the City of San Luis. (Jenny Torres, Economic Development Manager, and Eulogio Vera, Public Works Director)

Ms. Jenny Torres, Economic Development Manager, informed that staff has been working on a water study. Mr. James Davey from James Davey and Associate has worked in the different types of water availability that the city has; the report is expected to be done in June 2022. This report will provide what water availability does the city has, what options does the city have and, if there is infrastructure that is needed; During this process, the Yuma Mesa Irrigation and Drainage District has expressed its interest to work with the city to allocate 2,000 acre-feet of water for future use. This water would be raw, from which the city will need infrastructure to treat this water. Ms. Torres outlined that from the Economic Development perspective, water has become a valuable asset to attract new business opportunities. She stated that this would be a 10-year agreement, and at the end of the ten (10) years, staff hopes that an extension could be negotiated, but if not, there would be a cost. A 10-year contract would include an administrative fee of $100.00 per year at the end of the contract; the city will pay an estimated $300.00 per acre-feet or about $600,000.00 per year for 2,000 acre-feet per year.

Mr. James Davey, James Davey and Associates reiterated that, staff is in the process of doing a water analysis for the city's future needs. He further explained that staff is doing an analysis for ground, and surface water in the valley from the Yuma County Water Users Association and possibly the Yuma mesa source and which lands they can be applied to, and at what point does the water supply now tend to limit growth. He explained that currently, the city is all on groundwater, and there is a significant groundwater base under the city. He

added that there are issues with groundwater over time, the water level will go down as Mexico pumps a lot. He said that pumping costs would increase, groundwater quality tends to decline over time, it gets more concentrated, and it is already twice as salty as the surface water from the Colorado River. Mr. Davey informed that the city has water rights in the Yuma Valley from the Yuma County Water Users Association of all the land developed in the valley. Those rights have not been used, but that is water that can only be used in the Yuma Valley, per the water users' contract. He emphasized that this would give the city flexibility and would allow the city to bring in more land if available; this will also provide another source and another selling point for future development.

Mayor Gerardo Sanchez asked if a new system would be needed to process surface water.

Mr. Davey replied that the city would need a different system to process surface water, just like the City of Yuma and the Town of Welton have in place.

Mayor Gerardo Sanchez stated that staff should start planning now; it is a 10-year commitment, and the city would be ready by then as the city needs to guarantee future development, and the city cannot depend on groundwater.

Mr. Eulogio Vera, Director of Public Works, informed that for surface water, then the city will need a surface water treatment plant. He mentioned that one of the benefits would be to provide water for larger companies. This will bring surface water from Yuma Mesa or the Yuma County Water Users Association.

Mayor Gerardo Sanchez stated that we need to guarantee the water allocation now and not wait five (5) or ten (10) years. Therefore, he directed staff to proceed with this item as agreed by all members of the City Council.

2. C. Discussion and possible directions to staff on any and all matters regarding a contract with Lantis Productions, Inc., for a fireworks presentation during the 4th of July Celebration. (Maria A. Roldan, Acting Director of Parks and Recreation)

Ms. Maria A. Roldan, Acting Director of Parks and Recreation, stated that staff is currently works on the 4th of July celebration. She explained that the city has been working with Lantis Productions, Inc., for many years. They have provided exceptional service and have helped make the event a memorable event for all residents. She informed that this year’s contract is for $23,000.00.

Mayor Gerardo Sanchez directed Ms. Roldan to proceed with this item.

2. D. Discussion and possible directions to staff on any and all matters regarding a proposed ordinance on animal abuse. A proposed ordinance amending Title 6 of the San Luis City Code by adding a new Chapter 6.20 Abuse of Animals; imposing penalties for violation; repealing any conflicting provisions and ordinances; and providing for severability. (José A. de la Vara, City Prosecutor)

Mr. Jose A. de la Vara, City Prosecutor, explained that this proposed ordinance is because of the case that was dismissed because the animal had no injury. He stated that under the

Arizona Revised Statutes, one could kick, beat, etc., an animal, and if the animal sustains no injuries, then there is no crime prosecuted. He informed that the proposed ordinance would close the above gap in the law within the San Luis city limits, not criminalize using reasonable force against an animal to protect one's self, another person, or another animal, and be a class 1 misdemeanor (under A.R.S. § 13-707 the maximum sentence is 6-months in jail and under A.R.S. § 13-707 the maximum fine is $2,500.00). He added that if the City of San Luis adopts the proposed ordinance, it will be the first city to adopt something like this.

Mayor Gerardo Sanchez directed Mr. de la Vara to proceed with this item as agreed by all members of the City Council.

3. ADJOURNMENT

MOTION: Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to adjourn the meeting at approximately 7:16 p.m. Motion passed unanimously.

The vote was as follows:

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

APPROVED:

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the Work Session minutes for the City Council of the City of San Luis, Arizona, held on April 6, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

M I N U T E S
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
April 6, 2022
7:30 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Special City Council meeting to order at approximately 7:33 p.m.

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

OTHERS PRESENT: Lizandro Galaviz, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Domingo Sosa, Graphics and Media Specialist
Eulogio Vera, Director of Public Works
Jenny Torres, Economic Development Manager
Jose Luis Cisneros, Acting Public Information Officer/Executive Assistant
Monica Castro, Director of Finance
Ralph Velez, City Consultant (via Zoom)
Richard Jessup, Chief of Police
Ruben Lopez, I.T. Technician
Columba Nuñez, Resident
Genaro Soto Cordova, Resident
Nieves Riedel, Riedel Construction/Resident
Nydia Mendenhall, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Matias Rosales led the Pledge of Allegiance.

3. DISCUSSION AND POSSIBLE ACTION ITEMS:

3. A. Discussion and possible action on any and all matters regarding the City of San Luis accepting slurry seal application services from American Pavement Preservation for application of Type 2 slurry seal as part of the 2022 Pavement Preservation Project. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, explained that in continuance of the Pavement Preservation Program, staff recommends that the city accepts services offered by American Pavement Preservation, for a total amount not to exceed $160,000.00. The city would piggyback on a contract the City of Yuma has with American Pavement Preservation, Slurry Seal Service. The City of Yuma completed the full bidding process for slurry services in 2020 for a 5-year contract, which allows for the cooperative use of the contract. This request also complies with the San Luis Purchasing Code Section 3.05.090, Cooperative Purchasing.

There was some discussion among the City Council and Mr. Vera regarding the different subdivisions where pavement improvement will take place as well as how staff determines which roads are candidates for pavement preservation. Mr. Vera also spoke about Rancho Los Oros Subdivision and its problems with the material underneath the roadway. He added that staff has been working with Community Development Block Grants (CDBG) to try and rebuild those sections of the road.

Ms. Jenny Torres, Economic Development Manager, indicated that staff submitted a CDBG grant application to the Arizona Department of Housing (ADOH) and the city was awarded a $500,000.00 grant which the city will match.

MOTION: Council Member Matias Rosales/Council Member Luis Cabrera to approve the purchase of slurry seal and application services through American Pavement Preservation not to exceed $160,000.00. Motion passed unanimously.

The vote was as follows:

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

3. B. Discussion and possible action on any and all matters regarding the City of San Luis accepting chip seal application services from VSS International for the application of Asphalt Chip Seal as part of the 2022 Pavement Preservation Project. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, stated that the city has performed chip seal two (2) times as continuance of the Pavement Preservation Program, staff recommends that the city accepts services offered by VSS International, for a total amount not to exceed $230,000.00. The city would piggyback on a contract the City of Yuma has with VSS International, Pavement Preservation Services. The City of Yuma completed the full bidding process for slurry services in 2020 for a 5-year contract, which allows for the cooperative use of the contract. He added that chip seal is more practical where there is no curb and gutter on the sides.

This request also complies with the San Luis Purchasing Code Section 3.05.090, Cooperative Purchasing; the justification for Cooperative Purchasing under San Luis Purchasing Code is that another entity (in this case the City of Yuma) went out to bid, so duplicating the expense of the bidding process is not cost-effective where the result will likely be the same cost the City of Yuma already obtained under its bid.

MOTION: Council Member Matias Rosales/Vice Mayor Africa Luna-Carrasco to transfer $230,000.00 from Capital Projects Budget to the HURF Non-Capital Projects and approve the purchase of chip seal application services through VSS International not to exceed $230,000.00 for the reasons presented and waive procurement code as allowed under Purchasing Code Section 3.05.010(F). Motion passed unanimously.

The vote was as follows:

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

4. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./Council Member Luis Cabrera to adjourn the Special Council meeting at approximately 7:50 p.m. Motion passed unanimously.

The vote was as follows:

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

APPROVED:

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special City Council meeting of the City Council of the City of San Luis, Arizona, held on April 6, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

M I N U T E S
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
April 13, 2022
7:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:02 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Africa Luna-Carrasco
Council Member Mario Buchanan Jr.
Council Member Luis Cabrera
Council Member Jose Ponce
Council Member Matias Rosales (via Zoom)
Council Member Gloria Torres

OTHERS PRESENT: Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Domingo Sosa, Graphics and Media Specialist
Edgar Esparza, Acting Billing & Collections Manager
Eulogio Vera, Director of Public Works
Isaac Gutierrez, GIS Specialist
Jorge Perez, Assistant Director of Public Works
Jose Luis Cisneros, Executive Assistant
Marco Santana, Police Lieutenant
Maria Muñoz, Human Resources Coordinator
Melissa Lopez, Deputy City Clerk
Miguel Ramirez, Assistant Director of Finance
Monica Castro, Director of Finance
Ralph Velez, Consultant (via Zoom)
Richard Jessup, Chief of Police
Roula Encinas, Assistant Director of Finance
Ruben Lopez, I.T. Techinician
Christian Cuevas, Simultanous Translator
Mario Buchanan Sr., Resident
Nydia Mendenhall, Resident
Nieves Riedel, Developer – Riedel Construction
Olivia Jenkins, Riedel Construction
Veronica Zavala, Developer – VZ Construction

2. PLEDGE OF ALLEGIANCE

Council Member Jose Ponce led the Pledge of Allegiance.

3. INVOCATION

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

4. PROCLAMATIONS

4. A. - PowerTalk 21 Day April 21, 2022

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

Mayor Gerardo Sanchez stated that the City of San Luis recognizes the importance of parents talking to their children about alcohol and other substances to reduce the risks and dangers posed to teens; he commended Mothers Against Drunk Driving (MADD).

4. B. - Administrative Professionals Day April 27, 2022, and Administrative Professionals Week April 24 - 30, 2022

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

Mayor Gerardo Sanchez thanked and acknowledged all Administrative Professionals in the City of San Luis adding that thay they are in charge of coordinating the workplace operations in various offices.

5. CONSENT AGENDA

5. A. MINUTES OF

- Regular Council meeting held March 23, 2022

5. B. Disbursements from March 15, 2022 to April 4, 2022
Total Disbursements $2,144,341.04
(Two Million, One Hundred Forty-Four Thousand, Three Hundred Forty-One Dollars and Four Cents)

5. C. Discussion and possible action on any and all matters regarding a contract with Lantis Productions, Inc., for a fireworks' presentation during the 4th of July Celebration. (Angelica Roldan, Acting Director of Parks and Recreation)

MOTION: Council Member Gloria Torres/Council Member Mario Buchanan Jr. to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

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

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding the acceptance and approval for the filing of the Annual Comprehensive Financial Report for the City of San Luis, Fiscal Year Ended June 30, 2021. (Monica Castro, Director of Finance and Heinfeld, Meech & Co., P.C.)

Ms. Monica Castro, Director of Finance, introduced Ms. Brittney Williams from Heinfeld, Meech & Co, P.C.

Ms. Williams, Certified Public Accountant/Engagement Partner from Heinfeld, Meech & Co., presented the audit status update for the City of San Luis for the Fiscal Year Ended June 30, 2021. She added that there was a change in law this past year and the Arizona Revised Statutes now require the external Certified Public Accountant (CPA) to be present either virtually or in person, at a City Council meeting to present the audit results to the City Council. She explained the audits performed and provided a brief synopsis of the results. The audit is attached to the complete agenda packet filed at the City Clerk's Office. She added that this is a clean report, there were no findings and this is a positive thing for management and the city as a whole.

MOTION: Council Member Jose Ponce/Vice Mayor Africa Luna-Carrasco to accept and approve the filing of the Annual Comprehensive Financial Report for the City of San Luis for the Fiscal Year Ended June 30, 2021. Motion passed unanimously.

The vote was as follows:

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

6. B. Discussion and possible action on any and all matters regarding the East San Luis Community Park Perimeter Street construction contract for 19th Avenue, 20th Avenue, and San Antonio Street. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, stated that this item is to award the Community Park Street Improvements contract to Evans Custom Concrete, LLC for the 19th Avenue, 20th Avenue and San Antonio Street road improvements. As part of the quote approval, staff asked the Mayor and City Council to waive the formal procurement code as allowed under San Luis Purchasing Code Section 3.05.010 (F). Project scope includes earthwork (subgrade preparation), vertical curb and gutter, cross gutter and paving to widen all three (3) roads to a full width providing that a half road was already constructed as part of adjacent residential development.

MOTION: Vice Mayor Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to approve and award the construction of the East San Luis Community Park perimeter roads improvements to Evans Custom Concrete, LLC in the amount of $245,897.00, utilizing Non ARPA funds and to waive formal Procurement Code for the reasons presented. Motion passed unanimously.

The vote was as follows:

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

6. C. Discussion and possible action on any and all matters regarding the 4th Avenue Road Widening Improvements contract. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, explained that this was not in the budget but some of these improvements began with the Comite De Bien Estar Apartments. As part of the project, 4th Avenue needed to be realigned horizontally and vertically for better visibility which required road closure. Staff would like to take the opportunity to widen this collector road to full width. The proposed improvements consist of earthwork (subgrade preparation), vertical curb and gutter and paving for additional road width to accommodate bike lanes and improvements along the Public Work's yard extending improvements up north to taper beyond the East Main Canal. Staff asked the Mayor and City Council the approval to direct hire Evans Customs Concrete, LLC, granted that they are currently working on 4th Avenue as part of the Valley View Apartment Project. Completing this widening at this time would prevent having to close the roadway in the future and would be completed at a lower cost as there would be savings on not having to relocate drainage infrastructure that is being installed by the private development. Bidding out this project will not guarantee a better price and would delay the work and would extend the 4th Avenue closure incurring more traffic control costs. Staff asked the Mayor and City Council to waive the formal Procurement Code as allowed under San Luis Purchasing Code Section 3.05.010 (F).

MOTION: Council Member Mario Buchanan Jr./Vice Mayor Africa Luna-Carrasco to approve and award the 4th Avenue road improvements construction to Evans Custom Concrete, LLC in the amount of $111,269.00, authorize the use of funds from the Capital Outlay – Improvements Roads Account and to waive formal procurement code for the reasons presented. Motion passed unanimously.

The vote was as follows:

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

6. D. Update followed by discussion and possible action on any and all matters regarding the selection of a proposal from a consulting agency to assist with the recruitment of a City Manager. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, stated that this item is a follow-up on the March 23, 2022 item regarding the recruitment for a City Manager and explained that there are two (2) contracts that are currently under consideration. Both contracts, from CPS HR Consulting and Protham, are very similar in the recruitment activity. The professional fees with CPS HR Consulting is $25,000.00 while Protham is $20,500.00. She added that CPS HR does not itemize while Protham does. Ms. Macuil and the City Council discussed some of the fees, expenses and services.

MOTION: Mayor Gerardo Sanchez/Council Member Luis Cabrera to continue this item to the next scheduled Council meeting. Motion passed unanimously.

The vote was as follows:

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

6. E. Discussion and possible action on any and all matters regarding Resolution No. 2212. A resolution of the Mayor and City Council of the City of San Luis, Arizona, ratifying and approving the creation of positions in the classified service of the city; amending the classification and service plan of the city; superseding any conflicting provisions of existing regulations or policies; providing for severability; and declaring an emergency. (Maria Munoz, Human Resources Coordinator)

Ms. Maria Muñoz, Human Resources Coordinator, stated that this resolution is to ratify seven (7) positions in the classified service plan.

She added that in Fiscal Year 2021 the Court Security Officer and the Network & I.T. Security Administrator positions were approved; and in Fiscal Year 2022 the Systems Administrator position was approved and was a promotion for an exisiting Senior I.T. Technician without adding personnel as well as the Civil Engineer position, which is currently vacant and open for recruitment. The Code Compliance Specialist was approved and is currently vacant. The Police Records Supervisor and I.T. Manager were identified after the budgeting process. The Police Records Supervisor was a promotional for an Assistant Administrative Coordinator without adding any personnel nor changes in the pay grade. The I.T. Manager position was reclassified to a higher pay grade due to the incumbents top technology already within the department and the results of the labor market analysis.

Mayor Gerardo Sanchez asked staff to define why this is being done as an emergency.

Ms. Kay Macuil, City Attorney, replied so that it is effective immediately, since these positions have been there rather than waiting 30 days for the resolutions to become effective and the 30 days is in the statutes to allow for a referendum on the item. However, the resolution can be adopted without the emergency clause.

Mayor Gerardo Sanchez indicated that he has an issue adopting this resolution with the emergency clause because it is no emergency and a referendum is not likely to occur.

MOTION: Council Member Luis Cabrera/Council Member Mario Buchanan Jr. to approve and ratify Resolution No. 2212 as presented. Motion passed unanimously.

The vote was as follows:

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

6. F. Discussion and possible action on any and all matters regarding Resolution No. 2213. A resolution of the Mayor and City Council of the City of San Luis, Arizona, amending the classification and service plan to create 14 positions, superseding any conflicting provisions of existing regulations or policies; providing for severability; and declaring an emergency. (Maria Munoz, Human Resources Coordinator)

Ms. Maria Muñoz, Human Resources Coordinator, explained that some of these positions have not been through the budget process, therefore, these are new positions; there will be no new personnel added, as some of these are promotions. These positions are for the new classification plan, these got approved by management for budgeting purposes and recommended by CPS Consulting during the restructuring analysis.

Ms. Monica Castro, Director of Finance, said that these positions were not discussed during the budget process but were discussed in numerous occasions. The positons are becoming a need for the city, but due to the contraints of Human Resources, staff has not been able to address them in time for the budget. The emergency on this resolution also exists because if the City Council approves them without the emergency clause, then they start in 30 days. This items was brought to CPS Consulting and they evaluated the city's concern and they provided a recommendation as to where these positions should be since all the departments have different necessities. Ms. Castro spoke about her department's structuring needs. This will reclassify the employees to the duties they are already performing without being compensated.

Mayor Gerardo Sanchez stated that there is a process of going through the City Council and there is a reason why the city holds a budget retreat. He understands that not only the Finance Department needs the help but so does every other department and the restructuring needs to happen. He would like to see a written recommendation by CPS Consulting and discuss these items for all departments.

Council Member Luis Cabrera stated that the City Council should move forward with the resolution and remove the emergency clause, since employees are already performing the duties and should be compensated for. Furthermore, he wants to make sure that all the departments follow the process during the budget retreat.

Some discussion amongt Ms. Castro, Mr. Eulogio Vera, Director of Public Works; Mr. Richard Jessup, Chief of Police and City Council took place regarding competitive salaries to its employees and their department needs. Ms. Castro mentioned that the issue is not that employees are not being compensated appropriately, but they have been given additional tasks to their duties to their class than when they were hired.

Council Member Matias Rosales left the meeting at 8:00 p.m., therefore he did not vote on this item.

MOTION: Council Member Luis Cabrera/Council Member Jose Ponce to approve Resolution No. 2213 to create the positions as presented. Motion passed with four (4) aye votes and two (2) nay votes by Mayor Gerardo Sanchez and Council Member Mario Buchanan Jr.

The vote was as follows:

Mayor Gerardo Sanchez	Nay
Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Nay
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

Council Member Matias Rosales returned via Zoom at 8:20 p.m.

6. G. Discussion and possible action on any and all matters regarding Resolution Number 2214 and 2215. Resolutions of the City of San Luis, Arizona Mayor, and Common Council, designating the Chief Fiscal Officer for officially submitting the fiscal years 2020- 2021 and 2021- 2022 expenditure limitation report to the Arizona Auditor General; and declaring an emergency. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, explained that state statute requires the designation of the Chief Financial Officer every year be filed with the Auditor. Due to an oversight the city has not done it for the last few years, so these resoutions are to file those with the Auditor.

MOTION: Council Member Luis Cabrera/Council Member Gloria Torres to approve Resolution No. 2214 and 2215, designating and ratifying Monica Castro as the C.F.O. to submit the annual expenditure reports for the fiscal years starting July 2020 and 2021 to the Auditor General and declare an emergency. Motion passed unanimously.

The vote was as follows:

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

7. SUMMARY OF CURRENT EVENTS

Council Member Luis Cabrera reported tha, per the City Manager, the city has been moving forward with the recruitment of the Human Resources Director and explained how great it is since the the department has been without a Human Resources Director for a while and it will help the city and staff.

Vice Mayor Africa Luna-Carrasco reported that she attend the Library Board meeting at the Foothills branch, since they will be rotating the place of the meetings since the emergencies has been lifted. The San Luis branch continues to offer the continued services and activities.

8. CALL TO THE PUBLIC

Mr. Gilbert Zarate, resident, commented that Vice Mayor Africa Luna-Carrasco has three (3) charges and asked what is going to happen, will she sit there or defend herself along with Council Member Luis Cabrera, who was her helper that night. He added that he has been asking and asking the Mayor, the city is not only theirs but everyones and deserve a descent representation. He thinks Vice Mayor Africa Luna-Carrasco should be separated from her position until there is a resolution from the court. He mentioned that if she has dignity she should step down from her position temporarily.

He added that he hopes they are not offering jobs to family members, that is why there is a Human Resources Department to offer employment. That is they did something wrong…soon there will be elections and one will find out who the community supported, Ms. Luna-Carrasco or the Mayor. He commented to remember sooner or later all gets paid and all gets charged and asked the Mayor to do something about it.

9. ADJOURNMENT

MOTION: Council Member Luis Cabrera/Council Member Mario Buchanan Jr. to adjourn the Regular Council meeting at approximately 8:29 p.m. Motion passed unanimously.

The vote was as follows:

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

APPROVED:

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on April 13, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

M I N U T E S
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
April 27, 2022
6:30 p.m.

1. CALL TO ORDER/ROLL CALL

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

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Africa Luna-Carrasco
Council Member Mario Buchanan Jr.
Council Member Luis Cabrera
Council Member Matias Rosales
Council Member Gloria Torres

ABSENT: Council Member Jose Ponce

OTHERS PRESENT: Lizandro Galaviz, Acting City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Fire Chief-via Zoom
Crystal Ochoa, Acting Assistant to Council/PIO
Derek Dueñas, Information Technology Manager
Domingo Sosa, Graphics & Media Specialist
Eulogio Vera, Director of Public Works
Jenny Torres, Economic Development Manager
Joaquin Campa, Building Official
Jorge Perez, Assistant Director of Public Works
Jose A. Guzman, Director of Planning & Zoning
Jose L. Cisneros, Executive Assistant
Maria A. Roldan, Acting Director of Parks & Recreation
Maria Sabori, Risk Property Analyst
Miguel Ramirez, Accountant II
Monica Castro, Director of Finance
Nohemy Echavarria, Magistrate
Richard Jessup, Chief of Police
Ruben Lopez, IT Technician
Tadeo A. De La Hoya, Resident

2. ITEMS FOR DISCUSSION ONLY:

2. A. Discussion, review, and possible directions to staff on any and all matters regarding the proposed City of San Luis Fiscal Year 2022-2023 Budget for Capital Projects and Personnel. (City Council and City Staff)

Ms. Monica Castro, Director of Finance, provided Mayor and City Council with an overview budget on the Capital Improvements and Personnel Budget. She presented Mayor and City Council with a PowerPoint presentation, which is included in the completed agenda packet filed in the City Clerk's Office. She mentioned that there is a process put in place when working on the preparation of the budget. The primary goal to address the city's immediate and long term capital needs; it is also important to identify all possible funding sources to finance capital needs and ensure the timeline reflects the feasibility of the completion of the projects, and finally consider incremental operational costs connected with a project. Mr. Castro provided Mayor and City Council with a listing of all proposed capital projects for fiscal year 2022-2023. She asked Mayor and City Council for their input regarding the proposed projects.

Mayor Gerardo Sanchez mentioned that he had the opportunity to go through the list, and he agrees with all the proposed projects. However, there were no questions or comments from Mayor and City Council regarding capital projects.

Mr. Lizandro Galaviz, Acting City Manager, commented that during the meeting with the different departments regarding the capital projects listing, it was agreed that if any of the projects get delayed, there will be an option to bring other projects to the listing.

Ms. Castro explained that staff wants to ensure that new positions can be sustainable in the long term in the personnel budget. She added that new positions could not be funded with carryovers of one-time revenues. She also added that new positions were evaluated and priorities aligned with department heads and mentioned that incremental revenues that support new positions in the long term were identified. This information is also included in the PowerPoint presentation filed with the complete agenda packet in the City Clerk's Office. Furthermore, she added that it is difficult to make reductions, especially in personnel. She provided possible budget reductions to the Mayor and City Council. Those options are as follows: reduce COLA adjustment by half, reduce vacation buyback, eliminate positions that can be performed by volunteers, interns, etc., contracting out for the most critical needs, consider filling positions part-time instead of full-time and reduce operational costs for departments.

A discussion was held and reviewed the requested personnel position from Public Works, Information Technology, and Risk Management.

Mayor Sanchez thanked everybody for their job and for being present during this Work Session.

3. ADJOURNMENT

MOTION: Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to adjourn the meeting at approximately 6:38 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

APPROVED:

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the Work Session minutes for the City Council of the City of San Luis, Arizona, held on April 27, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. B.**

Meeting Date: 05/11/2022

Summary

Disbursements from April 5, 2022 to May 2, 2022
Total Disbursements $2,200,557.87
(Two Million, Two Hundred Thousand, Five Hundred Fifty-Seven Dollars and Eighty-Seven Cents)

Attachments

Disbursements

City of San Luis
Finance Department

COUNCIL MEETING MAY 11, 2022
Disbursement Report from 04/05/2022 TO 05/02/2022

Bank Accounts	Check Date	Amount	Schedule
Accounts Payable Check Account	04/07/2022	$ 369,765.62	Schedule A
Payroll Check Account	04/07/2022	$ 4,674.18	Schedule B
Payroll Check Account	04/13/2022	$ 376,945.49	Schedule C
Accounts Payable Check Account	04/13/2022	$ 266,003.29	Schedule D
Accounts Payable Check Account	04/21/2022	$ 458,648.31	Schedule E
Payroll Check Account	04/27/2022	$ 353,884.54	Schedule F
Accounts Payable Check Account	04/28/2022	$ 370,636.44	Schedule G
	Total Disbursements:	**$ 2,200,557.87**	

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

Prepared by David A. Espitia: David Espitia

Verified by Director of Finance: _____

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
2022 MAY -2 A 9:45
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

City of San Luis

Payment Register

From Payment Date: 4/4/2022 - To Payment Date: 4/7/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
101557	04/04/2022	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	$57,107.27		
101558	04/05/2022	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	$27,177.38		
101559	04/07/2022	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$221.11		
101560	04/07/2022	Voided		04/07/2022	Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	$2,623.58		
101561	04/07/2022	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$225.00		
101562	04/07/2022	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	$36.44		
101563	04/07/2022	Open			Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC	$193.43		
101564	04/07/2022	Open			Accounts Payable	AUTOZONE STORES, INC	$462.71		
101565	04/07/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$87.50		
101566	04/07/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$80.10		
101567	04/07/2022	Open			Accounts Payable	BALAR EQUIPMENT CORPORATION	$667.22		
101568	04/07/2022	Open			Accounts Payable	BTE BODY COMPANY INC	$668.40		
101569	04/07/2022	Open			Accounts Payable	COMITE DE BIEN ESTAR INC.	$101.95		
101570	04/07/2022	Open			Accounts Payable	CORNELIO, SONIA	$91.00		
101571	04/07/2022	Open			Accounts Payable	DURAZO, ESTEBAN	$95.00		
101572	04/07/2022	Open			Accounts Payable	FREIGHTLINER OF ARIZONA, LLC	$1,163.98		
101573	04/07/2022	Open			Accounts Payable	GLOBAL EQUIPMENT COMPANY INC.	$169.68		
101574	04/07/2022	Open			Accounts Payable	GONZALEZ, ELIAS	$95.00		
101575	04/07/2022	Open			Accounts Payable	GONZALEZ, JERAMY	$95.00		
101576	04/07/2022	Open			Accounts Payable	JC WELDING, LLC	$1,545.00		
101577	04/07/2022	Open			Accounts Payable	LASTRA, KARLA	$871.51		
101578	04/07/2022	Open			Accounts Payable	MAJCO LLC	$665.44		
101579	04/07/2022	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	$291.54		
101580	04/07/2022	Open			Accounts Payable	MARTINEZ, GILBERTO	$95.00		
101581	04/07/2022	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	$20.00		
101582	04/07/2022	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	$103.00		
101583	04/07/2022	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	$108.97		
101584	04/07/2022	Open			Accounts Payable	O'REILLY AUTO PARTS	$779.54		
101585	04/07/2022	Open			Accounts Payable	OFFICE DEPOT	$527.13		
101586	04/07/2022	Open			Accounts Payable	OHD LLLP	$860.00		
101587	04/07/2022	Open			Accounts Payable	PREPAID LEGAL SERVICES	$112.60		
101588	04/07/2022	Open			Accounts Payable	QUINONEZ, FRANCISCO	$150.00		
101589	04/07/2022	Open			Accounts Payable	RAMIREZ, MARISOL	$95.00		
101590	04/07/2022	Open			Accounts Payable	REMINGTON INDUSTRIAL SUPPLY LLC	$3,513.25		
101591	04/07/2022	Open			Accounts Payable	ROMO, OSCAR	$95.00		
101592	04/07/2022	Open			Accounts Payable	RUSH TRUCK CENTER	$73.43		
101593	04/07/2022	Open			Accounts Payable	SAN LUIS AZ NEWS	$757.12		
101594	04/07/2022	Open			Accounts Payable	SECRETARY OF STATE	$43.00		
101595	04/07/2022	Open			Accounts Payable	SOUTHWEST RISK SERVICES	$5,521.20		
101596	04/07/2022	Open			Accounts Payable	SPECIALTY ELECTRIC	$337.50		

Schedule 4

Payment Register

From Payment Date: 4/4/2022 - To Payment Date: 4/7/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
101597	04/07/2022	Open			Accounts Payable	STANDARD INSURANCE CO.	$2,212.15		
101598	04/07/2022	Open			Accounts Payable	SWEETWATER SOUND INC.	$9,493.52		
101599	04/07/2022	Open			Accounts Payable	TEXAS LIFE INSURANCE COMPANY	$588.74		
101600	04/07/2022	Open			Accounts Payable	THE HOME DEPOT	$1,078.25		
101601	04/07/2022	Open			Accounts Payable	TORRES, GILBERTO	$113.00		
101602	04/07/2022	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	$194.00		
101603	04/07/2022	Open			Accounts Payable	U.S. SAWS, INC.	$209.76		
101604	04/07/2022	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	$4,407.26		
101605	04/07/2022	Open			Accounts Payable	YUMA COUNTY SHERIFF'S OFFICE	$840.00		
101606	04/07/2022	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	$901.83		
101607	04/07/2022	Open			Accounts Payable	IMAGEWARE SYSTEMS INC	$2,682.92		
101608	04/07/2022	Open			Accounts Payable	PEDIATRIC EMERGENCY STANDARDS, INC	$1,225.34		
101609	04/07/2022	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	$2,583.58		
101610	04/07/2022	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	$40.00		
101611	04/07/2022	Open			Accounts Payable	ATLAS TECHNICAL CONSULTANTS LLC	$13,158.65		
101612	04/07/2022	Open			Accounts Payable	AUTOZONE STORES, INC	$26.83		
101613	04/07/2022	Open			Accounts Payable	GARCIA, JESUS	$500.00		
101614	04/07/2022	Open			Accounts Payable	GREEN TECH PLUMBING	$1,220.00		
101615	04/07/2022	Open			Accounts Payable	LAGUNA, JOSE, LUZ	$3,184.00		
101616	04/07/2022	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	$300.00		
101617	04/07/2022	Open			Accounts Payable	NIEBLA, JORGE LUIS	$75.00		
101618	04/07/2022	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	$35.55		
101619	04/07/2022	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	$401.03		
Type Check Totals:					63 Transactions		$153,398.39		
EFT									
1138	04/07/2022	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL - WC	$122,570.00		
1139	04/07/2022	Open			Accounts Payable	ALSCO, INC	$1,101.96		
1140	04/07/2022	Open			Accounts Payable	AMAZON WEB SERVICES INC	$2.02		
1141	04/07/2022	Open			Accounts Payable	BILL ALEXANDER FORD	$232.89		
1142	04/07/2022	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	$77.51		
1143	04/07/2022	Open			Accounts Payable	CSC OF YUMA	$1,158.54		
1144	04/07/2022	Open			Accounts Payable	DESERT WATER STORE INC	$91.33		
1145	04/07/2022	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$2,170.00		
1146	04/07/2022	Open			Accounts Payable	FRUTH GROUP INC	$1,296.82		
1147	04/07/2022	Open			Accounts Payable	KTL&C, LLC.	$212.73		
1148	04/07/2022	Open			Accounts Payable	MASTER AUTO GLASS LLC	$739.48		
1149	04/07/2022	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	$56,778.60		
1150	04/07/2022	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	$4,762.18		
1151	04/07/2022	Open			Accounts Payable	NAPA AUTO PARTS	$165.81		
1152	04/07/2022	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	$4,400.00		

City of San Luis

Payment Register

From Payment Date: 4/4/2022 - To Payment Date: 4/7/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1153	04/07/2022	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	$30.00		
1154	04/07/2022	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	$9,425.00		
1155	04/07/2022	Open			Accounts Payable	REAL PURIFIED WATER LLC	$32.01		
1156	04/07/2022	Open			Accounts Payable	SMITH, RALPH E. SR.	$1,120.00		
1157	04/07/2022	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$1,178.70		
1158	04/07/2022	Open			Accounts Payable	TRUCKPRO, LLC	$329.83		
1159	04/07/2022	Open			Accounts Payable	YUMA TRUCK PARTS	$2,500.38		
1162	04/07/2022	Open			Accounts Payable	AMAZON.COM SALES, INC.	$86.33		
1163	04/07/2022	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$950.00		
1164	04/07/2022	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	$1,300.00		
1165	04/07/2022	Open			Accounts Payable	RM GRAPHICS	$45.50		
1166	04/07/2022	Open			Accounts Payable	SAM'S CLUB	$2,666.43		
1167	04/07/2022	Open			Accounts Payable	YUMA SIGN MASTERS LLC	$943.18		
Type EFT Totals:					28 Transactions		$216,367.23		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	62	$150,774.81	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$2,623.58	$0.00
	Stopped	0	$0.00	$0.00
	Total	63	$153,398.39	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	28	$216,367.23	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	28	$216,367.23	$0.00

City of San Luis

Payment Register

From Payment Date: 4/4/2022 - To Payment Date: 4/7/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	$367,142.04	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$2,623.58	$0.00
	Stopped	0	$0.00	$0.00
	Total	91	$369,765.62	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**62**	**$150,774.81**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$2,623.58**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**63**	**$153,398.39**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**28**	**$216,367.23**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**28**	**$216,367.23**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**90**	**$367,142.04**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$2,623.58**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**91**	**$369,765.62**	**$0.00**

David Espitia

Digitally signed by: David Espitia
DN: CN = David Espitia email = despitia@sanluisaz.gov C = AD O = City of San Luis OU = Finance
Date: 2022.04.07 16:35:25 -07'00'

Pay Day Register

Pay Date Range 04/01/22 - 04/30/22
Pay Batch 202204M

Pay Batch 202204M Total

Employees in Pay Batch 7
Female Employees in Pay Batch 2

Hours Description	Hours	Gross
102 - SALARY	.0000	7,550.00
806 - TELEPHONE STIPEND	.0000	150.00
Total	0.0000	$7,700.00

Monica Castro Digitally signed by: Monica Castro DN: CN = Monica Castro email = mcastro@sanluisaz.gov C = AD Date: 2022.04.07 17:24:41 -07'00'

Withholdings and Deductions		Gross Base
Gross	7,700.00	
Imputed Income		
FEDERAL TAX WITHHOLDING	58.75	5,661.47
SOCIAL SECURITY TAX	477.40	7,700.00
MEDICARE	111.65	7,700.00
STATE WITHHOLDING	111.67	5,661.47
ASRS Council	109.98	900.00
ASRS LTD Council	1.71	900.00
Council Retirement EORP	447.50	4,850.00
Dental Council	174.38	.00
EODCRS - COUNCIL	144.00	1,800.00
EODCRS - DISABILITY	2.26	1,800.00
GARNISHMENT	221.11	.00
Medical Council	1,108.53	.00
MISCELLANEOUS	5.00	.00
Vision Council	51.88	.00
Net	$4,674.18	

Benefits		Gross Base
ASRS Council	109.98	900.00
ASRS LTD Council	1.71	900.00
ASRS/EORP - LEGACY RATE	442.89	900.00
Dental Council	244.85	.00
EODCRS - COUNCIL	108.00	1,800.00
EODCRS - DISABILITY	2.26	1,800.00
EODCRS/EORP LEGACY RATE	997.74	1,800.00
Health Council	5,593.67	.00
Retirement Council EORP	2,979.36	4,850.00
Vision Council	79.03	.00
Total	$10,559.49	

Workers' Comp		Gross Base
MUNICIPAL/ TOWN/	134.77	7,700.00
Total	$134.77	

Direct Deposits	Amount
1st Bank Yuma	734.11
Chase Bank	738.14
Federal Credit Union	1,087.99
Navy Federal	523.36
REALTORS FED CRED UNION	22.55
WASHINGTON FEDERAL	797.17
Wells Fargo	770.86
Total	$4,674.18

Check $0.00

Schedule B

Pay Day Register

Pay Date Range 03/26/22 - 04/08/22
Pay Batch 202208

PSPRS FIRE DB RATE - TIER 3	3,408.80	34,293.79
PSPRS FIRE DC RATE - TIER 3	218.82	2,431.38
PSPRS FIRE DISABILITY RATE	21.40	2,431.38
PSPRS POLICE DB RATE - TIER	3,906.38	51,063.78
PSPRS POLICE DB RATE - TIER	2,390.52	20,519.58
PSPRS POLICE DB RATE - TIER 2	1,144.93	9,827.69
PSPRS POLICE DB RATE - TIER 3	3,137.31	31,562.57
STANDARD LIFE ADDTNL	1,022.48	.00
TRANSWESTERN MEXICAN	97.00	.00
U.S. MEX DENTAL - EE &	574.84	.00
U.S. MEX DENTAL - EE &	164.24	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	563.64	.00
US & MEX HEALTH = C	5,835.94	.00
US & MEX HEALTH = FAMILY	6,532.20	.00
US & MEX HEALTH = SP	1,565.74	.00
VSP - VISION CHILDREN	240.13	.00
VSP - VISION FAMILY	350.46	.00
VSP - VISION SPOUSE	97.35	.00
Net	$376,945.49	

Electrician	60.29	1,920.00
FIREFIGHTERS & DRIVERS	5,533.38	116,492.02
GARBAGE/ ASH/ REFUSE	372.83	5,965.26
Homemaker Service	22.83	996.76
MUNICIPAL/ TOWN/	99.05	5,660.19
PARKS- NOC ALL EMPLOYEES	722.36	23,301.44
POLICE OFFICERS	5,742.58	120,895.89
RECREATION- ALL EMPLOYEES/	227.92	16,636.69
SEWAGE DISPOSAL/ PLANT	716.89	20,839.62
Street or Road Construction	1,732.22	19,617.31
WATERWORKS OPERATIONS	555.18	15,999.27
Total	$17,941.41	

Direct Deposits	Amount
1st Bank Yuma	29,660.03
ACADEMY BANK	2,379.83
Bank of America	593.66
Bankcorp	200.00
Charles Sch	200.00
Chase Bank	177,650.39
CHASE BANK MORGAN	1,036.03
chase centro	1,153.71
Federal Credit Union	39,314.08
FF CREDIT UNION	1,882.59
FIREFIGHTER FIRST CREDIT UNION	6,897.99
MIT FEDERAL CREDIT UNION	442.89
National Bank	2,249.62
Navy Federal	21,345.25
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	725.50
Sunbank	1,451.30
THE FOOTHILLS BANK	885.81
USAA FEDERAL SAVING	1,015.69
VANTAGE WEST	1,217.85
WASHINGTON FEDERAL	2,194.73
Wells Fargo	81,347.41
WELLS FARGO CALE	1,081.51
Total	$375,045.87

Check	$1,899.62

Monica Castro

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Schedule

City of San Luis

Payment Register

From Payment Date: 4/11/2022 - To Payment Date: 4/13/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
101620	04/11/2022	Open			Accounts Payable	ZARATE RUEDA, JOSE, DE JESUS	$150.00		
101621	04/13/2022	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$1,745.91		
101622	04/13/2022	Open			Accounts Payable	24/7 GET FIT LLC	$999.00		
101623	04/13/2022	Open			Accounts Payable	ADOT MVD	$2.34		
101624	04/13/2022	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$150.00		
101625	04/13/2022	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	$6,000.66		
101626	04/13/2022	Open			Accounts Payable	ARIZONA DEPARTMENT OF PUBLIC SAFETY	$0.36		
101627	04/13/2022	Open			Accounts Payable	ARIZONA STATE TREASURER	$29,877.08		
101628	04/13/2022	Open			Accounts Payable	AZ LAW ENFORCEMENT LEGAL ADVISORS ASSOC	$50.00		
101629	04/13/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$89.00		
101630	04/13/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$42.00		
101631	04/13/2022	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$873.64		
101632	04/13/2022	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$2,727.30		
101633	04/13/2022	Open			Accounts Payable	CAMPA, JOAQUIN	$133.00		
101634	04/13/2022	Open			Accounts Payable	CENTURYLINK	$5,517.38		
101635	04/13/2022	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	$50,833.34		
101636	04/13/2022	Open			Accounts Payable	CITY OF YUMA	$50.00		
101637	04/13/2022	Open			Accounts Payable	DOMINGUEZ, ALEJANDRO	$2,500.00		
101638	04/13/2022	Open			Accounts Payable	ENTERPRISE FM TRUST	$755.68		
101639	04/13/2022	Open			Accounts Payable	FACTOR SALES, INC.	$1,370.06		
101640	04/13/2022	Open			Accounts Payable	HERNANDEZ, JERRY	$400.00		
101641	04/13/2022	Open			Accounts Payable	HIGUERA, JONATHAN	$350.00		
101642	04/13/2022	Open			Accounts Payable	IPS GROUP INC	$526.46		
101643	04/13/2022	Open			Accounts Payable	JIMENEZ, MARTHA	$133.00		
101644	04/13/2022	Open			Accounts Payable	LOPEZ, MELISSA	$91.00		
101645	04/13/2022	Open			Accounts Payable	LOWE'S HIW, INC.	$5,565.82		
101646	04/13/2022	Open			Accounts Payable	NAVARRETE PAINTING LLC	$3,780.00		
101647	04/13/2022	Open			Accounts Payable	OFFICE DEPOT	$2,606.07		
101648	04/13/2022	Open			Accounts Payable	ORTEGA, LUZ	$75.00		
101649	04/13/2022	Open			Accounts Payable	PINNACLE MEDICAL GROUP AZ P.C	$235.00		
101650	04/13/2022	Open			Accounts Payable	PINNACLE MEDICAL GROUP, AZ-P.C	$35.00		
101651	04/13/2022	Open			Accounts Payable	PRIETO, ERNESTO	$118.00		
101652	04/13/2022	Open			Accounts Payable	SWIFTCOMPLY US OPCO INC	$1,000.00		
101653	04/13/2022	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	$55,516.91		
101654	04/13/2022	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	$41,327.49		
101655	04/13/2022	Open			Accounts Payable	BALSINO, PETER, M	$6.85		
101656	04/13/2022	Open			Accounts Payable	CBT NUGGETS, LLC	$2,652.66		

Schedule D

City of San Luis

Payment Register

From Payment Date: 4/11/2022 - To Payment Date: 4/13/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
101657	04/13/2022	Open			Accounts Payable	CHARGO PA, GURSTEL	$26.95		
101658	04/13/2022	Open			Accounts Payable	FOP/ALC	$390.00		
101659	04/13/2022	Open			Accounts Payable	GARCIA & CORNEJO, SERGIO & OSCAR	$311.10		
101660	04/13/2022	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$360.00		
101661	04/13/2022	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$3,245.79		
101662	04/13/2022	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
101663	04/13/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$96.50		
101664	04/13/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,110.00		
101665	04/13/2022	Open			Accounts Payable	WAL-MART INC.C/O BANK OF AMERICA LOCK BOX	$8,736.11		
Type Check Totals:					46 Transactions		$232,576.46		
EFT									
1169	04/11/2022	Open			Accounts Payable	BENCHMARK SOLUTIONS LLC	$535.60		
1170	04/13/2022	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$2,590.00		
1171	04/13/2022	Open			Accounts Payable	AMAZON.COM SALES, INC.	$3,149.33		
1172	04/13/2022	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL P&C	$242.00		
1173	04/13/2022	Open			Accounts Payable	BLT ASPHALT LLC	$2,629.49		
1174	04/13/2022	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$6,778.02		
1175	04/13/2022	Open			Accounts Payable	COOPERATIVE PERSONNEL SERVICES	$4,141.25		
1176	04/13/2022	Open			Accounts Payable	DE LA HOYA, TADEO	$2,036.91		
1177	04/13/2022	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$107.00		
1178	04/13/2022	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	$526.16		
1179	04/13/2022	Open			Accounts Payable	DESERT WATER STORE INC	$63.56		
1180	04/13/2022	Open			Accounts Payable	FRUTH GROUP INC	$1,332.84		
1181	04/13/2022	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	$1,382.46		
1182	04/13/2022	Open			Accounts Payable	PUBLIC SAFETY CENTER, INC	$531.08		
1183	04/13/2022	Open			Accounts Payable	RAMIREZ ADVISORS INTER-NATIONAL,LLC	$4,583.33		
1184	04/13/2022	Open			Accounts Payable	RM GRAPHICS	$1,013.75		
1185	04/13/2022	Open			Accounts Payable	SUPREME PLUMBING SOLUTIONS LLC	$480.00		
1186	04/13/2022	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$352.44		
1187	04/13/2022	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	$91.04		
1188	04/13/2022	Open			Accounts Payable	YUMA COUNTY TREASURER'S OFFICE	$133.88		
1190	04/13/2022	Open			Accounts Payable	BSN SPORTS	$657.60		
1191	04/13/2022	Open			Accounts Payable	CDWG	$69.09		
Type EFT Totals:					22 Transactions		$33,426.83		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount

City of San Luis

Payment Register

From Payment Date: 4/11/2022 - To Payment Date: 4/13/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	46		$232,576.46	$0.00	
					Reconciled	0		$0.00	$0.00	
					Voided	0		$0.00	$0.00	
					Stopped	0		$0.00	$0.00	
					Total	46		$232,576.46	$0.00	
				EFTs	Status	Count		Transaction Amount	Reconciled Amount	
					Open	22		$33,426.83	$0.00	
					Reconciled	0		$0.00	$0.00	
					Voided	0		$0.00	$0.00	
					Total	22		$33,426.83	$0.00	
				All	Status	Count		Transaction Amount	Reconciled Amount	
					Open	68		$266,003.29	$0.00	
					Reconciled	0		$0.00	$0.00	
					Voided	0		$0.00	$0.00	
					Stopped	0		$0.00	$0.00	
					Total	68		$266,003.29	$0.00	

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**46**	**$232,576.46**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**46**	**$232,576.46**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**22**	**$33,426.83**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**22**	**$33,426.83**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**68**	**$266,003.29**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**68**	**$266,003.29**	**$0.00**

David Espitia

Digitally signed by: David Espitia
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City of San Luis

Payment Register

From Payment Date: 4/18/2022 - To Payment Date: 4/21/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
101666	04/18/2022	Open			Utility Management Refund	CONTRERAS, EMELIN, Y	$31.34		
101667	04/18/2022	Open			Utility Management Refund	CORDOVA, ALEJANDRA	$74.24		
101668	04/18/2022	Open			Utility Management Refund	DELGADO, MARIA OFELIA	$78.50		
101669	04/18/2022	Open			Utility Management Refund	DIAZ, EDGAR	$184.72		
101670	04/18/2022	Open			Utility Management Refund	EDNA MENDOZA & FRANCO DAYANARA	$167.94		
101671	04/18/2022	Open			Utility Management Refund	GARCIA, JESUS & IRMA PATINO	$177.04		
101672	04/18/2022	Open			Utility Management Refund	GARCIA, ALFREDO & NELEODORA	$198.66		
101673	04/18/2022	Open			Utility Management Refund	GAYTAN, ERICK & CLAUDIA AGUILAR	$168.54		
101674	04/18/2022	Open			Utility Management Refund	GIL, VICTOR M & VICTOR A	$178.69		
101675	04/18/2022	Open			Utility Management Refund	GRP #77 MARCELA MAGANA RUIZ	$66.41		
101676	04/18/2022	Open			Utility Management Refund	GRP #77 MARTIN CASTANEDA	$12.00		
101677	04/18/2022	Open			Utility Management Refund	GUERRERO, MARIA , R	$144.30		
101678	04/18/2022	Open			Utility Management Refund	GUTIERREZ CANALES ENGINEERING, PC , C/O MARISOL KELLAND	$1,979.30		
101679	04/18/2022	Open			Utility Management Refund	GUTIERREZ, RICARDO G	$45.23		
101680	04/18/2022	Open			Utility Management Refund	KNAM & D CONSTRUCTION LLC/ CO: FABIAN LOZANO	$1,501.63		
101681	04/18/2022	Open			Utility Management Refund	NAVARRO, GUSTAVO	$35.53		
101682	04/18/2022	Open			Utility Management Refund	OROZCO MELINA & GONZALEZ GLORIA	$158.80		
101683	04/18/2022	Open			Utility Management Refund	ORTIZ, CUAUHTEMOC	$138.71		
101684	04/18/2022	Open			Utility Management Refund	PINA, MIGUEL & BRISEIDA	$233.07		
101685	04/18/2022	Open			Utility Management Refund	PRIETO , JOYCE	$148.88		
101686	04/18/2022	Open			Utility Management Refund	ROJAS, DIXIE, E	$15.78		
101687	04/18/2022	Open			Utility Management Refund	ROMAN, VELIA ELENA	$228.88		
101688	04/18/2022	Open			Utility Management Refund	SERNA CARMONA, TANIA L	$220.51		
101689	04/18/2022	Open			Utility Management Refund	TORRES, BRIANDA	$114.73		

Schedule E

City of San Luis

Payment Register

From Payment Date: 4/18/2022 - To Payment Date: 4/21/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
101690	04/18/2022	Open			Utility Management Refund	VAZQUEZ, CECILIA	$78.89		
101691	04/18/2022	Open			Utility Management Refund	VEGA, JOSEFINA/TAQUERIA LA SAN LUISINA	$307.34		
101692	04/18/2022	Open			Utility Management Refund	VILLANUEVA, HERLINDA A & JOSE M, A	$74.69		
101693	04/19/2022	Open			Accounts Payable	BILL ALEXANDER FORD	$32,868.67		
101694	04/21/2022	Open			Accounts Payable	ABBOTT LABORATORIES AND US SUBSIDIARIES	$2,037.66		
101695	04/21/2022	Open			Accounts Payable	AIRGAS USA LLC	$2,607.76		
101696	04/21/2022	Open			Accounts Payable	ALVAREZ, MIGUEL	$118.00		
101697	04/21/2022	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$225.00		
101698	04/21/2022	Open			Accounts Payable	APCO INTERNATIONAL INC.	$75.00		
101699	04/21/2022	Open			Accounts Payable	ARGENTO, VICTORIA	$123.00		
101700	04/21/2022	Open			Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC	$108.38		
101701	04/21/2022	Open			Accounts Payable	ARZOLA, RODRIGO, JAIME	$30.32		
101702	04/21/2022	Open			Accounts Payable	AUTOZONE STORES, INC	$984.08		
101703	04/21/2022	Open			Accounts Payable	BOTELLO, EMMANUEL	$133.00		
101704	04/21/2022	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$500.34		
101705	04/21/2022	Open			Accounts Payable	CATS ARMS, LLC	$10,738.47		
101706	04/21/2022	Open			Accounts Payable	CENTURYLINK	$119.77		
101707	04/21/2022	Open			Accounts Payable	CENTURYLINK	$293.28		
101708	04/21/2022	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	$140.94		
101709	04/21/2022	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	$766.20		
101710	04/21/2022	Open			Accounts Payable	DELL MARKETING L.P.	$71,131.36		
101711	04/21/2022	Open			Accounts Payable	DOMINGUEZ, MARGARITA	$98.22		
101712	04/21/2022	Open			Accounts Payable	EDAIS ENGINEERING INC.	$1,894.00		
101713	04/21/2022	Open			Accounts Payable	ENCINAS, JOSE	$118.00		
101714	04/21/2022	Open			Accounts Payable	ESSARY, JOSEPH, AARON	$623.33		
101715	04/21/2022	Open			Accounts Payable	ESTRADA, FERNANDO	$137.12		
101716	04/21/2022	Open			Accounts Payable	GILA ELECTRONIC	$4,952.75		
101717	04/21/2022	Open			Accounts Payable	GIMBUT, GLENN J.	$113.00		
101718	04/21/2022	Open			Accounts Payable	GUTIERREZ, GUADALUPE	$432.00		
101719	04/21/2022	Open			Accounts Payable	IMPERIAL PIPE AND STEEL SUPPLY	$382.41		
101720	04/21/2022	Open			Accounts Payable	INTERSTATE BATTERY OF DESERT CITIES	$199.50		
101721	04/21/2022	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	$64,911.21		
101722	04/21/2022	Open			Accounts Payable	JESSUP , RICHARD	$118.00		
101723	04/21/2022	Open			Accounts Payable	JKAP INDUSTRIES - LLC	$5,512.40		
101724	04/21/2022	Open			Accounts Payable	JUAREZ, NANCY	$118.00		
101725	04/21/2022	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	$892.33		
101726	04/21/2022	Open			Accounts Payable	KS STATE BANK	$236.59		
101727	04/21/2022	Open			Accounts Payable	LAWSON PRODUCTS INC.	$189.96		
101728	04/21/2022	Open			Accounts Payable	LOOMIS	$988.87		
101729	04/21/2022	Open			Accounts Payable	LOPEZ, ISIDRO	$432.00		
101730	04/21/2022	Open			Accounts Payable	LOPEZ, JESUS E.	$150.00		
101731	04/21/2022	Open			Accounts Payable	LUERA, ERIKA	$123.00		

City of San Luis

Payment Register

From Payment Date: 4/18/2022 - To Payment Date: 4/21/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
101732	04/21/2022	Open			Accounts Payable	MYRON CORP	$287.15		
101733	04/21/2022	Open			Accounts Payable	O'REILLY AUTO PARTS	$954.88		
101734	04/21/2022	Open			Accounts Payable	OFFICE DEPOT	$156.17		
101735	04/21/2022	Open			Accounts Payable	PEREZ, JORGE	$322.00		
101736	04/21/2022	Open			Accounts Payable	PETTY CASH/POLICE	$165.22		
101737	04/21/2022	Open			Accounts Payable	PINNACLE MEDICAL GROUP, AZ-P.C	$1,075.00		
101738	04/21/2022	Open			Accounts Payable	POINT EMBLEMS, LLC	$1,921.00		
101739	04/21/2022	Open			Accounts Payable	POWERWERX INC	$164.97		
101740	04/21/2022	Open			Accounts Payable	PRIETO, ERNESTO	$133.00		
101741	04/21/2022	Open			Accounts Payable	QUINN LIFT INC	$1,127.64		
101742	04/21/2022	Open			Accounts Payable	QUINONEZ, FRANCISCO	$225.00		
101743	04/21/2022	Open			Accounts Payable	RAMIREZ, ANGEL	$432.00		
101744	04/21/2022	Open			Accounts Payable	REYNOSO, NIGEL	$118.00		
101745	04/21/2022	Open			Accounts Payable	ROLLS AND BOWLS LLC	$220.00		
101746	04/21/2022	Open			Accounts Payable	RUIZ, OSCAR	$510.00		
101747	04/21/2022	Open			Accounts Payable	SHERWIN WILLIAM	$1,571.97		
101748	04/21/2022	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	$33,535.77		
101749	04/21/2022	Open			Accounts Payable	THE EMPIRE AGENCY	$500.00		
101750	04/21/2022	Open			Accounts Payable	US POST MASTER	$1,863.20		
101751	04/21/2022	Open			Accounts Payable	VALENZUELA, SERGIO	$150.00		
101752	04/21/2022	Open			Accounts Payable	YUMA WINLECTRIC CO.	$808.01		
101753	04/21/2022	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	$1,161.75		
101754	04/21/2022	Open			Accounts Payable	LIBERTEL ASSOCIATES	$1,400.90		
101755	04/21/2022	Open			Accounts Payable	CUEVAS, CHRISTIAN	$100.00		
101756	04/21/2022	Open			Accounts Payable	CARAHSOFT TECHNOLOGY CORPORATION	$757.04		
101757	04/21/2022	Open			Accounts Payable	SWEETWATER SOUND INC.	$10.65		
101758	04/21/2022	Open			Accounts Payable	ALLUVIAL MEDIA LLC	$125.00		
101759	04/21/2022	Open			Accounts Payable	ARISE ROOTS	$500.00		
101760	04/21/2022	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	$36,689.45		
101761	04/21/2022	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	$345.54		
101762	04/21/2022	Open			Accounts Payable	GARCIA, JESUS	$100.00		
101763	04/21/2022	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	$5,000.00		
101764	04/21/2022	Open			Accounts Payable	HERNANDEZ, JERRY	$1,200.00		
101765	04/21/2022	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	$3,975.85		
101766	04/21/2022	Open			Accounts Payable	MACGREW, GUSTAVO	$125.00		
101767	04/21/2022	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	$3,000.00		
101768	04/21/2022	Open			Accounts Payable	POSITIVE PROMOTIONS	$1,109.67		
101769	04/21/2022	Open			Accounts Payable	PPEP INC.	$7,500.00		
101770	04/21/2022	Open			Accounts Payable	RODRIGUEZ, DANIEL	$1,138.33		
101771	04/21/2022	Open			Accounts Payable	SOCIAL DEMICS LLC	$1,100.00		
101772	04/21/2022	Open			Accounts Payable	YMPO	$10,940.67		
101773	04/21/2022	Open			Accounts Payable	YUMA COUNTY PUBLIC WORKS	$1,834.01		
101774	04/21/2022	Open			Accounts Payable	YUMA WINLECTRIC CO.	$830.33		
101775	04/21/2022	Open			Accounts Payable	GUST ROSENFELD P.L.C.	$340.00		
Type Check Totals:					110 Transactions		$337,913.44		

City of San Luis

Payment Register

From Payment Date: 4/18/2022 - To Payment Date: 4/21/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EFT									
1192	04/21/2022	Open			Accounts Payable	ALSCO, INC	$2,516.66		
1193	04/21/2022	Open			Accounts Payable	AMAZON.COM SALES, INC.	$6,060.00		
1194	04/21/2022	Open			Accounts Payable	AMBERLY'S PLACE	$3,770.52		
1195	04/21/2022	Open			Accounts Payable	ARIZONA MEDICAL WASTE	$90.74		
1196	04/21/2022	Open			Accounts Payable	BILL ALEXANDER FORD	$1,030.53		
1197	04/21/2022	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	$530.14		
1198	04/21/2022	Open			Accounts Payable	BRAY SALES INC	$3,037.56		
1199	04/21/2022	Open			Accounts Payable	BSN SPORTS	$645.84		
1200	04/21/2022	Open			Accounts Payable	CDWG	$1,522.57		
1201	04/21/2022	Open			Accounts Payable	CITY OF YUMA	$1,195.43		
1202	04/21/2022	Open			Accounts Payable	CSC OF YUMA	$17.89		
1203	04/21/2022	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$494.00		
1204	04/21/2022	Open			Accounts Payable	DESERT WATER STORE INC	$58.11		
1205	04/21/2022	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY CO, INC.	$171.69		
1206	04/21/2022	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$480.00		
1207	04/21/2022	Open			Accounts Payable	FRUTH GROUP INC	$255.96		
1208	04/21/2022	Open			Accounts Payable	FS.COM INC	$1,253.03		
1209	04/21/2022	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	$287.51		
1210	04/21/2022	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$7,425.44		
1211	04/21/2022	Open			Accounts Payable	INDUSTRIAL SERVICE & SUPPLY, INC	$1,099.90		
1212	04/21/2022	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	$42,362.50		
1213	04/21/2022	Open			Accounts Payable	MAGU ENTERPRISE	$920.00		
1214	04/21/2022	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	$1,149.18		
1215	04/21/2022	Open			Accounts Payable	NAPA AUTO PARTS	$72.80		
1216	04/21/2022	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	$2,800.00		
1217	04/21/2022	Open			Accounts Payable	POLAR ICE LLC	$504.29		
1218	04/21/2022	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	$4,882.96		
1219	04/21/2022	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	$70.47		
1220	04/21/2022	Open			Accounts Payable	PRO SALES GROUP INC	$1,615.33		
1221	04/21/2022	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	$82.73		
1222	04/21/2022	Open			Accounts Payable	REAL PURIFIED WATER LLC	$24.97		
1223	04/21/2022	Open			Accounts Payable	ROACH PEST CONTROL	$125.00		
1224	04/21/2022	Open			Accounts Payable	RON TURLEY ASSOCIATES INC.	$1,605.24		
1225	04/21/2022	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$350.00		
1226	04/21/2022	Open			Accounts Payable	SAN LUIS INDUSTRIAL PARK, LLC	$3,329.70		
1227	04/21/2022	Open			Accounts Payable	SIMS MACKIN, LTD.	$2,120.00		
1228	04/21/2022	Open			Accounts Payable	SKAGGS COMPANIES, INC	$129.96		
1229	04/21/2022	Open			Accounts Payable	SMITH, RALPH E. SR.	$100.00		
1230	04/21/2022	Open			Accounts Payable	SPECTRUM BUSINESS	$175.22		
1231	04/21/2022	Open			Accounts Payable	SPRAGUES SPORTS INC.	$1,879.08		
1232	04/21/2022	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	$1,456.39		
1233	04/21/2022	Open			Accounts Payable	SUPREME PLUMBING SOLUTIONS LLC	$680.00		

City of San Luis

Payment Register

From Payment Date: 4/18/2022 - To Payment Date: 4/21/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1234	04/21/2022	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$1,313.90		
1235	04/21/2022	Open			Accounts Payable	ULINE, INC.	$1,858.24		
1236	04/21/2022	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$574.36		
1237	04/21/2022	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	$159.00		
1238	04/21/2022	Open			Accounts Payable	YUMA SIGN MASTERS LLC	$48.79		
1239	04/21/2022	Open			Accounts Payable	YUMA TRUCK PARTS	$9,768.93		
1240	04/21/2022	Open			Accounts Payable	YUMA WINNELSON CO.	$645.05		
1246	04/21/2022	Open			Accounts Payable	ALSCO, INC	$65.05		
1247	04/21/2022	Open			Accounts Payable	CYBER MARKETING NETWORK, INC	$136.44		
1248	04/21/2022	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY CO, INC.	$73.70		
1249	04/21/2022	Open			Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC	$396.04		
1250	04/21/2022	Open			Accounts Payable	SPECTRUM BUSINESS	$7,316.03		
Type EFT Totals:					54 Transactions		$120,734.87		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	110	$337,913.44	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	110	$337,913.44	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	54	$120,734.87	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	54	$120,734.87	$0.00

City of San Luis

Payment Register

From Payment Date: 4/18/2022 - To Payment Date: 4/21/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	164	$458,648.31	$0.00	
					Reconciled	0	$0.00	$0.00	
					Voided	0	$0.00	$0.00	
					Stopped	0	$0.00	$0.00	
					Total	164	$458,648.31	$0.00	

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**110**	**$337,913.44**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**110**	**$337,913.44**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**54**	**$120,734.87**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**54**	**$120,734.87**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**164**	**$458,648.31**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**164**	**$458,648.31**	**$0.00**

David Espitia

Digitally signed by: David Espitia
DN: CN = David Espitia email = despitia@sanluisaz.gov C = AD O = City of San Luis OU = Finance
Date: 2022.04.21 16:29:43 -07'00'

Pay Day Register

Pay Date Range 04/09/22 - 04/22/22

Pay Batch 202209

Monica Castro

Digitally signed by: Monica Castro
DN: CN = Monica Castro email = mcastro@sanluisaz.gov C = AD
Date: 2022.04.27 14:02:48 -07'00'

PSPRS FIRE DB RATE - TIER 1b	1,090.79	9,362.99
PSPRS FIRE DB RATE - TIER 2	466.73	4,006.24
PSPRS FIRE DB RATE - TIER 3	2,579.55	25,951.05
PSPRS FIRE DC RATE - TIER 3	177.06	1,967.36
PSPRS FIRE DISABILITY RATE	17.31	1,967.36
PSPRS POLICE DB RATE - TIER	3,668.47	47,953.85
PSPRS POLICE DB RATE - TIER	2,378.24	20,414.20
PSPRS POLICE DB RATE - TIER 2	985.63	8,460.35
PSPRS POLICE DB RATE - TIER 3	3,031.07	30,493.76
STANDARD LIFE ADDTNL	1,022.48	.00
TRANSWESTERN MEXICAN	97.00	.00
U.S. MEX DENTAL - EE &	574.84	.00
U.S. MEX DENTAL - EE &	164.24	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	563.64	.00
US & MEX HEALTH = C	5,835.94	.00
US & MEX HEALTH = FAMILY	6,532.20	.00
US & MEX HEALTH = SP	1,565.74	.00
VSP - VISION CHILDREN	240.13	.00
VSP - VISION FAMILY	350.46	.00
VSP - VISION SPOUSE	97.35	.00
Net	$353,884.54	

BUILDING- NOC OPER BY	1,295.52	35,788.08
BUS COMPANY AND DRIVERS	168.82	3,058.40
CLERICAL OFFICE/ LIBRARY/	282.40	117,666.70
Electrician	60.29	1,920.00
FIREFIGHTERS & DRIVERS	4,461.52	93,926.10
GARBAGE/ ASH/ REFUSE	371.30	5,940.82
Homemaker Service	20.70	903.81
MUNICIPAL/ TOWN/	100.55	5,746.02
PARKS- NOC ALL EMPLOYEES	706.58	22,793.10
POLICE OFFICERS	5,464.97	115,051.62
RECREATION- ALL EMPLOYEES/	226.54	16,535.78
SEWAGE DISPOSAL/ PLANT	721.15	20,963.19
Street or Road Construction	1,776.28	20,116.25
WATERWORKS OPERATIONS	563.32	16,233.46
Total	$16,606.10	

Direct Deposits	Amount
1st Bank Yuma	28,142.95
ACADEMY BANK	2,381.46
Bank of America	255.11
Bankcorp	200.00
Charles Sch	200.00
Chase Bank	171,053.40
CHASE BANK MORGAN	1,052.91
chase centro	1,153.72
Federal Credit Union	34,969.54
FF CREDIT UNION	1,744.08
FIREFIGHTER FIRST CREDIT UNION	5,688.45
MIT FEDERAL CREDIT UNION	537.41
National Bank	1,730.48
Navy Federal	19,586.75
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	723.22
Sunbank	1,343.58
THE FOOTHILLS BANK	807.18
USAA FEDERAL SAVING	1,024.15
VANTAGE WEST	1,447.22
WASHINGTON FEDERAL	1,555.11
Wells Fargo	76,094.66
WELLS FARGO CALE	1,042.41
Total	$352,853.79
Check	$1,030.75

Schedule F

City of San Luis

Payment Register

From Payment Date: 4/25/2022 - To Payment Date: 4/28/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
101776	04/25/2022	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	$308.94		
101777	04/27/2022	Open			Accounts Payable	BALSINO, PETER, M	$6.85		
101778	04/27/2022	Open			Accounts Payable	CHARGO PA, GURSTEL	$26.95		
101779	04/27/2022	Open			Accounts Payable	FOP/ALC	$390.00		
101780	04/27/2022	Open			Accounts Payable	GARCIA & CORNEJO, SERGIO & OSCAR	$311.10		
101781	04/27/2022	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$345.00		
101782	04/27/2022	Open			Accounts Payable	STANDARD INSURANCE COMPANY	$9,305.51		
101783	04/27/2022	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$3,245.79		
101784	04/27/2022	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
101785	04/27/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$93.50		
101786	04/27/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,080.00		
101787	04/28/2022	Open			Accounts Payable	24 KARAT JEWELERS	$541.30		
101788	04/28/2022	Open			Accounts Payable	A & H ELECTRIC	$4,790.00		
101789	04/28/2022	Open			Accounts Payable	AFABLE, ROBERTO	$17.80		
101790	04/28/2022	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$300.00		
101791	04/28/2022	Open			Accounts Payable	ARCTIC GLACIER USA INC	$476.26		
101792	04/28/2022	Open			Accounts Payable	AUTOZONE STORES, INC	$933.92		
101793	04/28/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$62.30		
101794	04/28/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$24.50		
101795	04/28/2022	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$1,499.58		
101796	04/28/2022	Open			Accounts Payable	BANNING, TIMOTHY, W	$13.35		
101797	04/28/2022	Open			Accounts Payable	BINGHAM EQUIPMENT CO	$513.96		
101798	04/28/2022	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$5,031.94		
101799	04/28/2022	Open			Accounts Payable	CABLE & WIRELESS TECHNOLOGIES, INC	$1,625.02		
101800	04/28/2022	Open			Accounts Payable	CARLOS, FERNANDO	$850.00		
101801	04/28/2022	Open			Accounts Payable	CELIS, SERGIO, A	$1.16		
101802	04/28/2022	Open			Accounts Payable	CELIZ, EFREN	$17.80		
101803	04/28/2022	Open			Accounts Payable	CENTURYLINK	$234.42		
101804	04/28/2022	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	$136.60		
101805	04/28/2022	Open			Accounts Payable	CODE PUBLISHING COMPANY	$341.10		
101806	04/28/2022	Open			Accounts Payable	CONTRERAS, CESAREO	$1,452.27		
101807	04/28/2022	Open			Accounts Payable	CONTRERAS TAPIA, ISABEL	$10.68		
101808	04/28/2022	Open			Accounts Payable	CORRAL, RICARDO	$120.00		
101809	04/28/2022	Open			Accounts Payable	CORREA, DIEGO	$1.34		
101810	04/28/2022	Open			Accounts Payable	CORREA, JUAN	$150.00		
101811	04/28/2022	Open			Accounts Payable	CORTEZ, GLADYS, A	$1.78		
101812	04/28/2022	Open			Accounts Payable	DANIEL, ANGELICA	$2,000.00		
101813	04/28/2022	Open			Accounts Payable	DIAZ, FABIAN	$1.34		

Schedule G

City of San Luis

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
101814	04/28/2022	Open			Accounts Payable	DIGITAL ROOM LLC	$306.47		
101815	04/28/2022	Open			Accounts Payable	EMBREE, CODY, C	$16.91		
101816	04/28/2022	Open			Accounts Payable	FACTOR SALES, INC.	$172.71		
101817	04/28/2022	Open			Accounts Payable	FAGIN, DENISE	$8.90		
101818	04/28/2022	Open			Accounts Payable	FERGUSON WATERWORKS	$3,025.34		
101819	04/28/2022	Open			Accounts Payable	FORJACERO TR LLC	$24,564.13		
101820	04/28/2022	Open			Accounts Payable	FRANCO OLIVARES, ROSA, M	$0.89		
101821	04/28/2022	Open			Accounts Payable	FRIAS GONZALEZ, INES	$10.68		
101822	04/28/2022	Open			Accounts Payable	GARCIA, ALEXANDRA	$16.91		
101823	04/28/2022	Open			Accounts Payable	GARCIA, IMELDA	$0.89		
101824	04/28/2022	Open			Accounts Payable	GARCIA, JESUS	$1,000.00		
101825	04/28/2022	Open			Accounts Payable	GONZALEZ, JEANETTE	$500.00		
101826	04/28/2022	Open			Accounts Payable	HEFNER, CHAD, W	$4.45		
101827	04/28/2022	Open			Accounts Payable	IRIBE, RAMON, ALBERTO	$100.00		
101828	04/28/2022	Open			Accounts Payable	J2 ENGINEERING & ENVIR DESIGN LLC	$3,100.15		
101829	04/28/2022	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	$96.61		
101830	04/28/2022	Open			Accounts Payable	LIRA, HEBERTO, L	$3.56		
101831	04/28/2022	Open			Accounts Payable	LOMELI, STEVEN	$35.60		
101832	04/28/2022	Open			Accounts Payable	LOPEZ, ALBERTO	$11.57		
101833	04/28/2022	Open			Accounts Payable	LOPEZ, SARAHI, D	$0.45		
101834	04/28/2022	Open			Accounts Payable	LUNA HAROS, PAUL	$6.23		
101835	04/28/2022	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	$2,000.00		
101836	04/28/2022	Open			Accounts Payable	MARLOW WHITE UNIFORMS, INC.	$879.96		
101837	04/28/2022	Open			Accounts Payable	MEJIA, JULISSA	$1.34		
101838	04/28/2022	Open			Accounts Payable	MEZA FRIAS, VICTORIA	$500.00		
101839	04/28/2022	Open			Accounts Payable	MOTION INDUSTRIES, INC.	$1,992.08		
101840	04/28/2022	Open			Accounts Payable	NUNEZ, GRISELDA	$9.35		
101841	04/28/2022	Open			Accounts Payable	O'REILLY AUTO PARTS	$387.55		
101842	04/28/2022	Open			Accounts Payable	OFFICE DEPOT	$178.41		
101843	04/28/2022	Open			Accounts Payable	ORTIZ, JUAN, C	$65.00		
101844	04/28/2022	Open			Accounts Payable	PARTIDA, JENNIFER, M	$1.34		
101845	04/28/2022	Open			Accounts Payable	PEREZ, ANGEL, A	$9.79		
101846	04/28/2022	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	$4,157.14		
101847	04/28/2022	Open			Accounts Payable	QUEVEDO, ERICK	$150.00		
101848	04/28/2022	Open			Accounts Payable	QUIÑONEZ, FRANCISCO	$450.00		
101849	04/28/2022	Open			Accounts Payable	REYES SERNA, MARICARMEN	$4.45		
101850	04/28/2022	Open			Accounts Payable	RODRIGUEZ, DANIEL	$813.09		
101851	04/28/2022	Open			Accounts Payable	RODRIGUEZ, OSVALDO	$147.43		
101852	04/28/2022	Open			Accounts Payable	SANCHEZ, RICARDO	$200.00		
101853	04/28/2022	Open			Accounts Payable	SANDOVAL, RAQUEL	$0.89		
101854	04/28/2022	Open			Accounts Payable	SOLORZANO, GUADALUPE	$0.89		
101855	04/28/2022	Open			Accounts Payable	SOTO-CHAVIRA, MARGOTH, A	$25.81		
101856	04/28/2022	Open			Accounts Payable	SYNCRETIC PRESS LLC	$3,896.00		
101857	04/28/2022	Open			Accounts Payable	TORRES, RUBY, A	$26.70		
101858	04/28/2022	Open			Accounts Payable	VALENZUELA, EMMA, L	$23.14		
101859	04/28/2022	Open			Accounts Payable	VALTIERRA, JOSE, A	$22.25		
101860	04/28/2022	Open			Accounts Payable	VASQUEZ, NAOMI	$8.46		

City of San Luis

Payment Register

From Payment Date: 4/25/2022 - To Payment Date: 4/28/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
101861	04/28/2022	Open			Accounts Payable	WESTAIR GASES & EQUIPMENT INC.	$283.48		
101862	04/28/2022	Open			Accounts Payable	WESTMOOR ELECTRIC INC.	$22,080.00		
101863	04/28/2022	Open			Accounts Payable	YUMA WINLECTRIC CO.	$892.23		
101864	04/28/2022	Open			Accounts Payable	ZAMORA CERVANTES, ARISTEO	$4.45		
101865	04/28/2022	Open			Accounts Payable	ZEPEDA, ELIA	$80.00		
101866	04/28/2022	Open			Accounts Payable	L.N. CURTIS & SONS	$96.16		
101867	04/28/2022	Open			Accounts Payable	AMERICAN PLANNING ASSOCIATION	$109.00		
101868	04/28/2022	Open			Accounts Payable	DPE CONSTRUCTION, INC	$53,744.24		
101869	04/28/2022	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	$105.00		
101870	04/28/2022	Open			Accounts Payable	LAWSON PRODUCTS INC.	$1,196.26		
101871	04/28/2022	Open			Accounts Payable	OFFICE DEPOT	$2,669.15		
101872	04/28/2022	Open			Accounts Payable	TORRES, JESUS, A	$375.00		
101873	04/28/2022	Open			Accounts Payable	TORRES, OMAR	$600.00		
Type Check Totals:					98 Transactions		$167,444.55		
EFT									
1252	04/25/2022	Open			Accounts Payable	DANA KEPNER COMPANY LLC	$101,905.40		
1253	04/28/2022	Open			Accounts Payable	ALSCO, INC	$1,134.46		
1254	04/28/2022	Open			Accounts Payable	AMAZON.COM SALES, INC.	$1,615.55		
1255	04/28/2022	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	$11,175.68		
1256	04/28/2022	Open			Accounts Payable	BILL ALEXANDER FORD	$1,148.33		
1257	04/28/2022	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	$235.80		
1258	04/28/2022	Open			Accounts Payable	BOTACH INC	$58.78		
1259	04/28/2022	Open			Accounts Payable	CDWG	$36,545.84		
1260	04/28/2022	Open			Accounts Payable	COPPER STATE BOLTS & NUT CO.	$163.76		
1261	04/28/2022	Open			Accounts Payable	CORDOVA LAW, PLC	$400.00		
1262	04/28/2022	Open			Accounts Payable	CSC OF YUMA	$270.77		
1263	04/28/2022	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$109.00		
1264	04/28/2022	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	$4,200.00		
1265	04/28/2022	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	$555.04		
1266	04/28/2022	Open			Accounts Payable	DESERT WATER STORE INC	$176.84		
1267	04/28/2022	Open			Accounts Payable	FRUTH GROUP INC	$209.83		
1268	04/28/2022	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$748.00		
1269	04/28/2022	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$5,538.60		
1270	04/28/2022	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	$1,087.50		
1271	04/28/2022	Open			Accounts Payable	MASTER AUTO GLASS LLC	$961.09		
1272	04/28/2022	Open			Accounts Payable	MAYA'S CONSTRUCTION LLC.	$1,100.00		
1273	04/28/2022	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	$396.56		
1274	04/28/2022	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	$1,400.00		
1275	04/28/2022	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	$8,047.25		
1276	04/28/2022	Open			Accounts Payable	PENN NEON SIGN CO., INC.	$1,040.76		
1277	04/28/2022	Open			Accounts Payable	RDO EQUIPMENT CO.	$181.90		
1278	04/28/2022	Open			Accounts Payable	REAL PURIFIED WATER LLC	$38.42		

City of San Luis

Payment Register

From Payment Date: 4/25/2022 - To Payment Date: 4/28/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1279	04/28/2022	Open			Accounts Payable	RM GRAPHICS	$1,045.18		
1280	04/28/2022	Open			Accounts Payable	SAM'S CLUB	$3,800.10		
1281	04/28/2022	Open			Accounts Payable	SKAGGS COMPANIES, INC	$227.44		
1282	04/28/2022	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$626.86		
1283	04/28/2022	Open			Accounts Payable	SPECTRUM BUSINESS	$1,630.76		
1284	04/28/2022	Open			Accounts Payable	SPRAGUES SPORTS INC.	$2,818.62		
1285	04/28/2022	Open			Accounts Payable	TORRES, ALEJANDRA , S	$1,688.76		
1286	04/28/2022	Open			Accounts Payable	TRUCKPRO, LLC	$84.84		
1287	04/28/2022	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$715.43		
1288	04/28/2022	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	$167.79		
1289	04/28/2022	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	$308.44		
1291	04/28/2022	Open			Accounts Payable	ALSCO, INC	$58.47		
1292	04/28/2022	Open			Accounts Payable	BOTACH INC	$673.62		
1293	04/28/2022	Open			Accounts Payable	CIVICPLUS	$752.46		
1294	04/28/2022	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY CO, INC.	$1,141.26		
1295	04/28/2022	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$280.00		
1296	04/28/2022	Open			Accounts Payable	SPRAGUES SPORTS INC.	$939.54		
1297	04/28/2022	Open			Accounts Payable	USA BLUE BOOK	$128.37		
1298	04/28/2022	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	$2,595.23		
1299	04/28/2022	Open			Accounts Payable	YUMA TRUCK PARTS	$3,063.56		
Type EFT Totals:					47 Transactions		$203,191.89		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	98	$167,444.55	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	98	$167,444.55	$0.00

City of San Luis

Payment Register

From Payment Date: 4/25/2022 - To Payment Date: 4/28/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	47	$203,191.89	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	47	$203,191.89	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	145	$370,636.44	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	145	$370,636.44	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**98**	**$167,444.55**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**98**	**$167,444.55**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**47**	**$203,191.89**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**47**	**$203,191.89**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**145**	**$370,636.44**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**145**	**$370,636.44**	**$0.00**

David Espitia

Digitally signed by: David Espitia
DN: CN = David Espitia email = despitia@sanluisaz.gov C = AD O = City of San Luis OU = Finance
Date: 2022.04.28 17:50:57 -07'00'

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. C.**

Meeting Date: 05/11/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for Fiscal Year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

Service: Amberly's Place provides a Crisis Response Sexual Assault/Domestic Violence/Child Abuse Advocate to coordinate services and reduce trauma to all primary and secondary victims and their families as may be referred by the San Luis Police Department on a twenty-four (24) hour per day, seven (7) days per week basis.

Amount: The city has entered into agreements with Amberly's Place, Inc. in past years. The City Council directed staff to budget **$42,000.00** (the same as last year) for Fiscal Year 2022-2023.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH AMBERLY'S PLACE IN THE AMOUNT OF $42,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$42,000.00
BUDGETED AMOUNT:	See fiscal impact stmt
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement

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

These funds are budgeted for the fiscal year 2022-2023

Attachments

2022-07-01 Amberly's Place Contract

2021-11-12 Amberly's Place Request

AGREEMENT

This Agreement ("Agreement") is effective July 1, 2022, and entered into this ____ day of May 2022 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 victims of crimes; and

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

WHEREAS, the CITY desires to support the service AMBERLY'S PLACE provides;

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, S.O.P. 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 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 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, 2022, and ending on June 30, 2023.

B. The CITY agrees to pay AMBERLY'S PLACE $42,000.00 for services provided by AMBERLY'S PLACE under this Agreement during the CITY's fiscal year 2022-2023.

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, and 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 proceedings 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, on the date written above, which is the date of the last Party to sign.

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor

Date: _____

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Amberly's Place,
Arizona Non-Profit Corporation

_____
Tori Bourguignon, Executive Director

Date: _____

Amberly's PLACE
Family Advocacy Center

November 12, 2021

Kay Macuil
City of San Luis
1090 E. Union Street
San Luis, AZ 85349

Ms. Macuil,

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. Last year, Johanna Rojas became the Crisis Response Advocate for the City of San Luis. Johanna graduated last spring with her Masters of Social Work and is excited to provide services in her community. Johanna is a native of San Luis and proud to serve in this capacity.

Calls for service have increased as the community has reopened and the effects of the pandemic have begun to subside. In 2020, Amberly's Place provided services to 242 victims of abuse. This year, 2021, as of this date, we have provided services to 213 primary and secondary victims of abuse. Amberly's Place Family Advocacy Center maintained continuity of operations throughout the pandemic providing essential services including crisis response, advocacy, court assistance, food boxes, emergency shelter, diapers and formula and other provisions. In 2020, we assisted San Luis families with Thanksgiving groceries and Christmas gifts and clothes. We are anticipating that we will be providing the same assistance for San Luis families this year.

Currently, we are seeing a significant increase in cases of domestic violence and child sexual abuse. We are up 15 % above this same time last year. This is due to our schools and communities reopening as we continue to grapple with the impact of the ongoing pandemic.

We are once again requesting the same amount of funding of $42,000.00. These funds help us to continue to expand the services we are able to provide to the City of San Luis. The collaboration between the City of San Luis and Amberly's Place is vital to victims of abuse. The partnership demonstrates to our grant administrators that our local municipalities support the program. 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.

Respectfully,



Tori Bourguignon, M.Ed.
Executive Director
Amberly's Place

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. D.**

Meeting Date: 05/11/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the annual contribution under the 4FrontED Intergovernmental Agreement for a binational regional program to promote education, infrastructure, and tourism, to stimulate mutual economic development for the fiscal year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

IGA Organizational Structure: The 4FrontED IGA includes the municipalities within Yuma County and Yuma County. The board consists of the mayors and a county supervisor. The staff is each community's economic development staff or designee. 4FrontED hires an Executive Director. The City of San Luis is the Fiscal Agent.

Service: 4FrontED provides a binational program focused on education, infrastructure, tourism, and economic development in the region of the U.S.-Mexican Border communicating with California, Baja California Norte, Sonora, and Arizona border regions with the goal of mutually uplifting the economy of the region.

Amount: 4FrontED calculates the contribution at twenty cents (20¢) per capita per member jurisdiction under the IGA. Section 2.2 of the 4FrontED Intergovernmental Agreement says: "The contributions shall be adjusted on an annual basis based on the Arizona Department of Revenue ("ADR") population estimates and on the recommendation of the 4FrontED staff and the approval of all the Parties through their respective budgeting and procurement procedures." 4FrontED recommended using the Arizona Commerce Authority, Office of Economic Opportunity's ("ACA") estimate because it includes an estimate for unincorporated areas of the County and ADR does not.

ACA 2020 San Luis population estimate was 39,705 x 0.20 = $7,941.00
($7,941 was the San Luis contribution FY 2021-2022)
ACA 2021 San Luis population estimate was 36,081 x 0.20 = $7,216.20
($724.80 less than the 2021-2022 Fiscal Year).

With all the jurisdictions using the 2021 estimate, there would be $5,600.00 less than last year for services. The economy has entered an inflationary period, so the loss of $5,600.00 would hurt 4FrontED's service capacity. So 4FrontED is asking for the same contribution as the 2021-2022 fiscal year, $7,941.00.

The City Council has directed staff to budget an amount not to exceed $7,950.00 for the Fiscal Year 2022-2023.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE ANNUAL CONTRIBUTION TO 4FRONTED IN AN AMOUNT NOT TO EXCEED $7,950.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$7,950.00
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement

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

These funds are budgeted for the fiscal year 2022-2023

Attachments

All Jurisdictions Commitment Compare 2021 Pop Estimate
ACA 2020 Population
ACA 2021 Population
IGA

Calculation Using ACA 2021 Population Estimate			
Community	**2021 population**	**Funding Amount ($.20 per capita)**	**Decrease from FY 2020-2021**
San Luis	36,081	$ 7,216.20	$ (724.80)
Somerton	14,477	$ 2,895.40	$ (712.40)
Wellton	2,482	$ 496.40	$ (174.40)
Yuma	97,883	$ 19,576.60	$ (2,025.40)
County Unincorporated	56,395	$ 11,279.00	$ (1,963.60)
		$ 41,463.60	$ (5,600.60)

4frontED City/County Commitments FY 2022-2023 (ACA 2020 Estimate)			
Community	**2020 Population**	**Funding Amount ($.20 per capita)**	
San Luis	39,705	$ 7,941.00	
Somerton	18,039	$ 3,607.80	
Wellton	3,354	$ 670.80	
Yuma	108,010	$ 21,602.00	
County Unincorporated	66,213	$ 13,242.60	
		$ 47,064.20	

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

	ESTIMATE
APACHE COUNTY	72,644
Eagar	4,994
Saint Johns	3,536
Springerville	2,005
Unincorporated	62,109
COCHISE COUNTY	131,694
Benson	5,081
Bisbee	5,318
Douglas	16,957
Huachuca City	1,797
Sierra Vista	45,107
Tombstone	1,348
Willcox	3,652
Unincorporated	52,434
COCONINO COUNTY	145,326
Flagstaff	75,219
Fredonia	1,285
Page	7,549
Sedona *	2,825
Tusayan	578
Williams	3,378
Unincorporated	54,492
GILA COUNTY	55,293
Globe	7,526
Hayden *	645
Miami	1,809
Payson	16,238
Star Valley	2,368
Winkelman *	355
Unincorporated	26,352
GRAHAM COUNTY	38,666
Pima	2,551
Safford	9,887
Thatcher	5,295
Unincorporated	20,933
GREENLEE COUNTY	10,558
Clifton	4,559
Duncan	788
Unincorporated	5,211
LA PAZ COUNTY	22,542
Parker	3,430
Quartzsite	4,015
Unincorporated	15,097

	ESTIMATE
MARICOPA COUNTY	4,439,220
Apache Junction *	328
Avondale	85,108
Buckeye	87,480
Carefree	3,794
Cave Creek	5,940
Chandler	272,011
El Mirage	34,857
Fountain Hills	24,812
Gila Bend	2,025
Gilbert	263,461
Glendale	244,733
Goodyear	92,865
Guadalupe	6,400
Litchfield Park	6,942
Mesa	504,410
Paradise Valley	14,258
Peoria *	184,469
Phoenix	1,634,061
Queen Creek *	50,224
Scottsdale	250,903
Surprise	141,486
Tempe	192,008
Tolleson	7,227
Wickenburg *	7,039
Youngtown	6,615
Unincorporated	315,764
MOHAVE COUNTY	219,583
Bullhead City	41,573
Colorado City	4,926
Kingman	31,930
Lake Havasu City	57,464
Unincorporated	83,690
NAVAJO COUNTY	113,276
Holbrook	5,210
Pinetop-Lakeside	4,558
Show Low	11,863
Snowflake	6,228
Taylor	4,456
Winslow	9,772
Unincorporated	71,189

	ESTIMATE
PIMA COUNTY	1,052,375
Marana *	51,300
Oro Valley	46,273
Sahuarita	32,181
South Tucson	5,701
Tucson	549,016
Unincorporated	367,904
PINAL COUNTY	467,932
Apache Junction *	41,782
Casa Grande	58,880
Coolidge	13,212
Eloy	17,002
Florence	27,220
Hayden *	0
Kearny	2,131
Mammoth	1,559
Marana *	0
Maricopa	57,765
Queen Creek *	11,503
Superior	3,093
Winkelman *	0
Unincorporated	233,785
SANTA CRUZ COUNTY	53,731
Nogales	23,031
Patagonia	1,012
Unincorporated	29,688
YAVAPAI COUNTY	236,426
Camp Verde	11,075
Chino Valley	12,241
Clarkdale	4,569
Cottonwood	12,696
Dewey-Humboldt	4,203
Jerome	449
Peoria *	0
Prescott	43,772
Prescott Valley	47,479
Sedona *	7,475
Wickenburg *	941
Unincorporated	91,526
YUMA COUNTY	235,321
San Luis	39,705
Somerton	18,039
Wellton	3,354
Yuma	108,010
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

Arizona Office of Economic Opportunity (602) 771-2222 or (602) 771-1236

JULY 1, 2021 POPULATION ESTIMATES
FOR ARIZONA'S COUNTIES, INCORPORATED PLACES AND UNINCORPORATED BALANCE OF COUNTIES

	ESTIMATE
APACHE COUNTY	66,411
Eagar	4,474
Saint Johns	3,434
Springerville	1,724
Unincorporated	56,779
COCHISE COUNTY	126,463
Benson	5,365
Bisbee	4,968
Douglas	16,302
Huachuca City	1,626
Sierra Vista	45,851
Tombstone	1,313
Willcox	3,229
Unincorporated	47,809
COCONINO COUNTY	147,434
Flagstaff	76,960
Fredonia	1,374
Page	7,618
Sedona *	2,606
Tusayan	614
Williams	3,384
Unincorporated	54,878
GILA COUNTY	53,525
Globe	7,161
Hayden *	512
Miami	1,539
Payson	16,502
Star Valley	2,526
Winkelman *	294
Unincorporated	24,991
GRAHAM COUNTY	39,025
Pima	2,921
Safford	10,324
Thatcher	5,332
Unincorporated	20,448
GREENLEE COUNTY	9,593
Clifton	3,909
Duncan	692
Unincorporated	4,992
LA PAZ COUNTY	16,820
Parker	3,431
Quartzsite	2,417
Unincorporated	10,972

	ESTIMATE
MARICOPA COUNTY	4,507,419
Apache Junction *	399
Avondale	90,755
Buckeye	101,987
Carefree	3,708
Cave Creek	5,021
Chandler	280,189
El Mirage	36,101
Fountain Hills	23,906
Gila Bend	1,893
Gilbert	273,796
Glendale	250,585
Goodyear	101,662
Guadalupe	5,329
Litchfield Park	6,957
Mesa	510,792
Paradise Valley	12,707
Peoria *	195,585
Phoenix	1,630,195
Queen Creek *	56,321
Scottsdale	243,528
Surprise	149,710
Tempe	181,548
Tolleson	7,309
Wickenburg *	6,687
Youngtown	7,060
Unincorporated	323,689
MOHAVE COUNTY	216,527
Bullhead City	42,027
Colorado City	2,507
Kingman	33,716
Lake Havasu City	57,974
Unincorporated	80,303
NAVAJO COUNTY	107,748
Holbrook	4,877
Pinetop-Lakeside	4,044
Show Low	11,966
Snowflake	6,266
Taylor	4,065
Winslow	9,019
Unincorporated	67,511

	ESTIMATE
PIMA COUNTY	1,058,318
Marana *	55,174
Oro Valley	48,222
Sahuarita	35,588
South Tucson	4,603
Tucson	546,061
Unincorporated	368,670
PINAL COUNTY	439,128
Apache Junction *	38,610
Casa Grande	56,242
Coolidge	14,291
Eloy	16,485
Florence	25,250
Hayden *	0
Kearny	1,741
Mammoth	1,079
Marana *	0
Maricopa	61,109
Queen Creek *	9,954
Superior	2,415
Winkelman *	0
Unincorporated	211,952
SANTA CRUZ COUNTY	48,468
Nogales	19,921
Patagonia	807
Unincorporated	27,740
YAVAPAI COUNTY	241,173
Camp Verde	12,216
Chino Valley	13,429
Clarkdale	4,563
Cottonwood	12,185
Dewey-Humboldt	4,440
Jerome	467
Peoria *	0
Prescott	46,826
Prescott Valley	47,998
Sedona *	7,178
Wickenburg *	1028
Unincorporated	90,843
YUMA COUNTY	207,318
San Luis	36,081
Somerton	14,477
Wellton	2,482
Yuma	97,883
Unincorporated	56,395

ARIZONA	**7,285,370**

***POPULATION FOR PLACES IN TWO COUNTIES**

Apache Junction	Pinal & Maricopa	39,009
Hayden	Gila & Pinal	512
Marana	Pima & Pinal	55,174
Peoria	Maricopa & Yavapai	195,585
Queen Creek	Pinal & Maricopa	66,275
Sedona	Coconino & Yavapai	9,784
Wickenburg	Maricopa & Yavapai	7,715
Winkelman	Gila & Pinal	294

Arizona Office of Economic Opportunity (602) 771-2222 or (602) 771-1236

CONFORMED COPY
2019-07687 RESOLUTION
03/28/2019 11:25:58 AM Pages: 32 Fees: $21.50
Requested By:SAN LUIS CITY OF
Recorded By: mlopez
Robyn Stallworth Pouquette County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

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

The above area is to be reserved for recording information

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CAPTION HEADING:

Resolution No. 2063

For the continued support of Economic Development in the Greater Yuma Region

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2063

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO THE 4FRONTED BINATIONAL PROGRAM THROUGH AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF WELLTON, THE CITIES OF SOMERTON AND YUMA, AND YUMA COUNTY FOR THE CONTINUED SUPPORT OF ECONOMIC DEVELOPMENT OF THE GREATER YUMA REGION.

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

Section 1. That it is deemed in the best interest of City of San Luis and its residents that the city enter into an Amended and Restated Intergovernmental Agreement with the Town of Wellton, the cities of Somerton and Yuma, and Yuma County for the continued support of economic development of the greater Yuma region;

Section 2. That a true copy of said Intergovernmental Agreement is incorporated herein as though fully set forth again in full;

Section 3. That the Mayor or City Manager and his designee are hereby authorized and directed to execute this Amended and Restated Intergovernmental Agreement on behalf of the City of San Luis and to take any and all actions as may be necessary to put the agreement into effect; and

Section 4. That the San Luis City Clerk and her designee are authorized and directed to maintain this Amended and Restated Intergovernmental Agreement in the official files of the City Clerk and to deliver it to the other Parties to said Agreement.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this 13th day of February 2019.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT OF THE
4FRONTED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

This Amended and Restated Agreement (this "Agreement") is made as of the date of the last governing agencies' signature below, this 13th day of February, 2019, (the "Agreement Date").

This Agreement is made among the following governmental agencies:

City of San Luis, an Arizona municipal corporation
1090 East Union Street
San Luis, Arizona 85349 ("San Luis");

City of Somerton, an Arizona municipal corporation
110 North State Avenue
Somerton, Arizona 85350 ("Somerton");

Town of Wellton, an Arizona municipal corporation
28634 Oakland Avenue
Wellton, Arizona 85356 ("Wellton");

City of Yuma, an Arizona municipal corporation with Charter
One City Plaza
Yuma, Arizona 85364 ("Yuma") and

County of Yuma, a body corporate and politic of the State of Arizona
198 West Main Street
Yuma, Arizona 85364 (the "County").

The above governmental agencies may be referred to individually as a "Party," and collectively as the "Parties" or as the "Cities and County." The governmental agencies which are municipalities may be referred to collectively as the "Cities." The Cities and County comprise a funding committee of the area inside Yuma County for the sole purposes of this Agreement.

RECITALS

A. The Parties entered into an Intergovernmental Agreement dated September 19, 2016, to promote economic development of the Region (the "Original Agreement").

B. The County and the Cities joining in this Agreement wish to continue to have a formalized

multilateral relationship to promote growth and expand economic opportunities in Yuma County, Arizona, U.S.A.; Imperial County, California, U.S.A.; San Luis Rio Colorado, Sonora, Mexico; and regions within Baja California, Mexico.

C. Yuma County is authorized to participate in Economic Development activities pursuant to A.R.S. §§11-251(21), 11-254, and 11-254.04. The Cities are authorized to participate in Economic Development pursuant to A.R.S. §9-500.11.

D. The County and the Cities support the 4FrontED Binational Program objectives which include but are not limited to the following:

Binational Cluster Development

1. Identify, map, and define binational regional business clusters such as advanced manufacturing opportunities. Establish and strengthen relationships with companies in northern Mexico in aerospace, automotive, electronic, agribusiness, and electrical devices, and promote the Region's logistics/distribution and cost competitive advantages for potential advanced manufacturing opportunities. Sustain the momentum with the University of Arizona cluster work and the North American Research Partnership cluster mapping.

- Engage the Region's manufacturers in RevAZ (Arizona Commerce Authority's Manufacturing Extension Partnership program), particularly with the ExporTech Boot Camp.

- Further leverage the economic benefit of the agriculture trade moving through the San Luis II Port of Entry. Maintain and grow agribusiness trade by addressing binational infrastructure and transportation improvements from major growing regions in Mexico and strengthening relationships throughout western Mexico. Continue to expand value-added produce opportunities in packaged food.

- Work to attract foreign direct investment (FDI) projects within the transportation, tourism, and economic development sectors. Leverage the international and foreign investment partners working with the University of Arizona Yuma Center of Excellence for Desert Agriculture to develop a larger footprint in the Region.

- Focus on manufacturing industries to provide higher average wages, create more indirect economic activity for the Region, impact the regional tax base, and attract new revenues to the Region resulting in an expanded economy

through the following manufacturing sectors: perishable prepared food, storage battery, fluid milk, aircraft, fabricated structural metals, metal stamping, truck trailer, sign, unmanned vehicle and computerized numerical control machining.

- Continue to implement the Investing in Manufacturing Communities Partnership (IMCP) strategy working collaboratively to develop and promote advanced manufacturing.

- Work with existing industries to improve access and attract a supply chain of businesses to the 4FrontED Region.

- Actively engage the private sector and regional businesses to assist in the implementation of the 4FrontED initiative.

2. Strengthen Binational Workforce Development.

- Broaden the educational exchange among the Region's institutions and Mexico by establishing a binational education task force to ensure a stronger regional labor force that meets the current and future needs of regional businesses.

- Collaborate with Arizona Western College, Northern Arizona University, Arizona State University, University of Arizona and other institutions of higher learning to target advanced degrees to maquila managers or leadership.

3. Develop binational tourism.

- Work collaboratively to leverage existing tourism assets and further develop visitor destinations within the binational Region. Create and actively implement a binational tourism development and marketing program with a focus on recreation and culture.

- Implement a strategy to develop and attract medical tourism to the 4FrontED Region.

- Develop and promote a binational calendar of events.

4. Leverage port of entry and border infrastructure investments.

- Aggressively promote the San Luis commercial port of entry, San Luis II Port of Entry.

- Continue to pursue improvements to the ports of entry.

- Pursue increased ports of entry staffing to improve efficiencies of border crossings.

- Build cross-border public transportation, bicycling and pedestrian improvements.

5. Spur innovation and entrepreneurism.

- Leverage the San Luis Business Incubator to foster business growth in manufacturing, machining, distribution, and support businesses.

- Make the 4FrontED binational Region an entrepreneurial hub by leveraging the U.S. entrepreneurial visa program that can promote new business start-ups and innovation.

6. Maximize developable industrial land.

- Move forward with economic development strategies to ensure that the industrial border land is ready for manufacturing facilities. Focus on project readiness of industrial sites.

7. Continue to improve regional infrastructure.

- The Cities of San Luis, San Luis Rio Colorado, Somerton, Wellton, Yuma and Yuma County are committed to building a rail connection between the City of San Luis Rio Colorado and Yuma to support economic development.

- Work to implement project priorities identified in the Border Master Plans (2013)

- Prioritize regional infrastructure projects to support economic development efforts and pursue grant funding.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, and the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION ONE. DEFINITION OF TERMS

The following terms and expressions as used in this Agreement, unless the context clearly shows otherwise, shall have the following meaning:

1.1 "Binational Program" means the 4FrontED Binational Program for attracting businesses for

regional economic development and growth as described in this Agreement.

1.2 "Region" means Yuma County, Arizona, U.S.A.; Imperial County, California, U.S.A.; San Luis Rio Colorado, Sonora; and regions within Baja California, Mexico.

SECTION TWO. GENERAL PROVISIONS

2.1 San Luis is the "Fiscal Agent" responsible for administering the funds for the Binational Program. The Fiscal Agent is the Finance Director for the City of San Luis. San Luis shall only use the funds for the objectives stated in this Agreement's recitals, and the funds expended, shall not exceed the one-year budget as set forth in Exhibit A, attached hereto and incorporated herein by reference. The Fiscal Agent shall not distribute and expend any funds without the prior authorization from the Executive Director and or at least one other Party. The Fiscal Agent is responsible for the engagement of the services of the Executive Director, as defined in this section, along with the rest of the Cities and the County, and for preparing and providing expenses and budget reports to the other Cities and the County on a quarterly basis. The reports shall be prepared in accordance with generally accepted accounting principles.

2.2 Through their respective budgeting processes, the Parties shall budget for and contribute to the funding of services for a bilingual and bi-cultural executive director ("Executive Director") and related economic activities. Each Parties funding amount shall be based on twenty cents (20¢) per capita and using the Parties' 2017 population estimates from the Arizona Department of Revenue, attached hereto as a part of Exhibit A, and incorporated herein by reference. The 2017 population estimates and respective Parties contribution is as follows:

Location	Population	Contribution
San Luis, AZ	35,289	$ 7,058.00
Somerton	17,103	$ 3,421.00
Wellton	3,171	$ 634.00
Yuma City	101,620	$ 20,324.00
Yuma County[1]	64,465	$ 12,893.00
Total	**221,648**	**$ 44,330.00**

[1] Yuma County population only includes population not within an incorporated area.

The contributions shall be adjusted on an annual basis based on the Arizona Department of Revenue population estimates and on the recommendation of the 4FrontED staff and the approval of all of the Parties through their respective budgeting and procurement procedures.The funds should be submitted to the Fiscal Agent by August 1st of each year.

2.3 The County and the Cities may, through the Fiscal Agent, engage the services of an Executive Director to manage the Binational Program. The Executive Director responsibilities include, but are not limited to, maintaining websites and social media accounts for 4FrontED, preparing and giving presentations to large groups, promoting the binational Region and being the main link between organizations on both sides of the border.

2.4 The County and the Cities shall, through the Fiscal Agent, contract with any other contractor(s) or entity/entities to meet the goals as stated in this Agreement.

2.5 The County and the Cities shall work with San Luis Rio Colorado, Sonora, Mexico and other cities in Mexico as deemed appropriate.

SECTION THREE. FORCE MAJEURE

If by reason of force majeure any Party to this Agreement shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but not for any longer period. Any such Party shall diligently endeavor to remove or overcome such inability with all reasonable dispatch. If a Party cannot remove or overcome its force majeure, then such Party may terminate its participation in this Agreement by providing 30 days of written notice to the other Parties. The term "force majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Arizona, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machines, pipelines or canals, and inability on the part of the County or the Cities to provide services under this Agreement on account of any other causes not reasonably within the control of the Party.

SECTION FOUR. TERM OF AGREEMENT; EXTENSION; RENEWAL

4.1 Original Agreement: The term of the Original Agreement was from September 19, 2016, to September 19, 2017. The Original Agreement is attached hereto at Exhibit B.

4.2 Extension: This Agreement extends the term of the Original Agreement retroactively. The term of Original Agreement shall terminate as of the Agreement Date of this Agreement.

4.3 Effective: This Agreement shall be effective upon the Agreement Date. The Agreement Date is the date the last Party signs this Agreement. There shall be no gap in time between the extension of the Original Agreement and the Agreement Date.

4.4 Term: The term of this Agreement shall be from the Agreement Date for a period of five years and shall automatically renew for up to five successive one-year terms (the "Renewal Terms") unless terminated by all of the Parties pursuant to the terms of this Subsection 4.6 below.

4.5 Termination by Individual Party: With or without cause, a Party may terminate its participation in this Agreement upon providing all the other Parties written notice of termination a minimum of thirty (30) days prior to the termination date. Following termination of participation by one or more Parties, this Agreement shall remain in full effect with respect to the remaining participating Parties. If an individual Party terminates its participation in the Agreement, such Party shall not receive a reimbursement of the funds it contributed pursuant to this Agreement except as set forth in Section 4.9.

4.6 Termination of Entire Agreement: If all Parties terminate this Agreement, this Agreement shall terminate within 30 days of termination. The Agreement terminates upon all but one of the Parties electing to terminate their participation in this Agreement pursuant to Section 4.5 above.

4.7 Termination by Failure to Contribute: If a Party fails to contribute the amount required pursuant to Subsection 2.2 above, the Fiscal Agent may request said contribution from the Party in breach. If within twelve months from the date of the request for contribution, the Party has not cured its breach, then the breaching Party shall be deemed to have terminated its participation in this Agreement. A Party may reinstate its participation in this Agreement by making its contribution pursuant to Subsection 2.2 above, in the amount applicable to the year the Party wishes to reinstate.

4.8 Continuation Subject to Appropriation: Each Party is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during such Party's then current fiscal year. Each Party's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Party concerning budgeted purposes and appropriations of funds. Should any Party elect not to appropriate and budget funds to pay its obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and such Party shall be relieved of any subsequent obligation under this Agreement. The Parties agree that each Party has no obligation or duty of good faith to budget or appropriate the payment of the Party's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Each Party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of any Party to make any payment pursuant to this Agreement is not a general obligation or indebtedness of such Party. The Parties hereby waive any and all rights to bring any claim against each other from or relating in any way to any Party's termination of this Agreement pursuant to Subsection 4.7.

4.9 Disposition of Funds: Upon termination or expiration of this Agreement, the Fiscal Agent shall return any and all remaining unexpended funds to the Cities and the County in a pro-rata proportion of the amounts originally contributed by each Party.

SECTION FIVE. SEVERABILITY

The Parties to this Agreement specifically agree that if any one or more of the sections, paragraphs, provisions, clauses, or words of this Agreement or the application of such section, paragraph, provision, clause or word to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of Arizona or the United States of America, or in contravention of any such laws or constitutions, then such invalidity, unconstitutionality, or contravention shall not affect any other section, paragraph, provision, clause or word of this Agreement or the application of such section, paragraph, provision, clause or word to any other situation or circumstance. It is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, paragraph, provision, clause or word had not been included in this Agreement. The rights and obligations of the Parties to this Agreement shall be construed and remain in force accordingly.

SECTION SIX. COUNTERPARTS

This Agreement may be executed in counterparts, and the counterparts may be exchanged by electronic transmission (including by email), each of which shall be deemed to be an original, but all of which together constitute one and the same instrument.

SECTION SEVEN. WORKERS' COMPENSATION

For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

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///

SECTION EIGHT. INDEMNIFICATION

To the extent permitted by law, each Party to this Agreement agrees (as indemnitor) to indemnify, defend, and hold harmless every other Party (as indemnitee) from and against any and all claims, losses, fines, penalties, damages, judgments, liabilities, costs, or expenses (including reasonable attorney fees) (collectively, "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused, in whole or in part, by the negligent acts, directives, errors, omissions, or misconduct, or other fault of the Indemnitor may be legally liable. The Indemnitee and Indemnitor shall cooperate with each other in fulfilling their obligations under this section. Within ten (10) day after indemnitee receives a notice of claim that is likely to become subject to this indemnity provision, such Party shall provide written notice to the indemnitor(s) ("Claim Notice"). Indemnitee's failure to provide a Claim Notice to indemnitor does not relieve indemnitor of any liability that indemnitor may have to indemnitee, but in no event shall indemnitor be liable for any Claims that result from a delay in providing a Claim Notice. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related Claims (to the extent that the nature and amount of the Claims are known at the time). Indemnitee shall furnish promptly to indemnitor copies of all papers and official documents received in respect of any Claims. The obligations under this Section Eight shall survive a Party's individual termination of its participation and the termination of this Agreement as a whole.

SECTION NINE. INSURANCE COVERAGE

The Parties shall have for the duration of their participation in this Agreement insurance coverage in the U.S. Dollar amounts listed in the below table, and shall provide proof to any other Party upon request. If a Party carries out the terms of this Agreement in Mexico, that Party shall obtain Mexican Insurance in sufficient amount to cover those activities.

General Liability per Occurrence	$2,000,000
General Liability in the Aggregate	$6,000,000
Auto combined single limit	$2,000,000
Workers' Compensation	Arizona Statutory Limits
All Workers' Compensation Employer Liability	$1,000,000

SECTION TEN. MISCELLANEOUS PROVISIONS

10.1 Compliance with the Law: The Parties agree to comply with all federal, state, and local statutes, laws, ordinances, rules, and regulation including but not limited to

conflicts of interest at A.R.S. § 38-511 and e-verify at A.R.S. §41-4401 and 23-214. The Parties certify by signing this Agreement that they do not participate in and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01.

10.2 Notices: All notices to be given under this Agreement, or which may be given by any Party to the other Parties, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by: (i) deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid, (ii) personal delivery by a process server or (iii) sent by a nationally recognized courier (e.g., Federal Express, UPS) and addressed to the City Manager and City Attorney or County Administrator and County Attorney of each respective Party at their official addresses.

10.3 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.

10.4 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.

10.5 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.

10.6 Amendment of the Agreement: No changes or additions are to be made to this Agreement except by written amendment executed by all of the Parties.

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

10.8 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 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.

10.9 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 under this Agreement.

10.10 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 arrangements among the Parties.

10.11 No Personal Liability: No member, official, or employee of the Parties shall be personally liable for any breach of this Agreement.

10.12 Time is of the essence: Time is of the essence in this Agreement.

10.13 Entire Agreement: This Agreement, including its Exhibits, which are incorporated herein by this reference, constitutes the entire Agreement among 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.

The Parties have executed this Agreement in Yuma County, Arizona as of the date of their respective signatures set forth below.

[Intentionally left blank, signature pages follow.]

CITY OF SAN LUIS

Gerardo Sanchez, Mayor

Date: 2/13/2019

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she has reviewed the above Agreement on behalf of her client and (ii) as to her client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Kay Marion Macuil, City Attorney

CITY OF SOMERTON

Gerardo Anaya, Mayor

Date: 2/5/19

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Jorge Lozano, City Attorney

TOWN OF WELLTON

Cecilia C. McCollough

Cecilia C. McCollough, Mayor

Date: 2/5/2019

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she has reviewed the above Agreement on behalf of her client and (ii) as to her client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Nicholle Harris, Town Attorney

CITY OF YUMA

Douglas J. Nicholls, Mayor

Date: 3/20/2019

Gregory K. Wilkinson

Date: 3/20/2019

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Richard W. Files, City Attorney

Approved at the City Council Meeting of:
March 6, 2019
City Clerk:

COUNTY OF YUMA

_____ For

Marco Antonio Reyes, Chair of the Board of Supervisors

Date: 2/20/19

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____

Jon R. Smith, Yuma County Attorney

EXHIBIT A
TO
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT OF THE
4FrontED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

[Budget and 2017 Population Estimates]

Location	Population	Contribution
San Luis, AZ	35,289	$ 7,058.00
Somerton	17,103	$ 3,421.00
Wellton	3,171	$ 634.00
Yuma City	101,620	$ 20,324.00
Yuma County[1]	64,465	$ 12,893.00
Total	**221,648**	**$ 44,330.00**

EXHIBIT B
TO
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT OF THE
4FrontED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

[Original Agreement]

INTERGOVERNMENTAL AGREEMENT OF THE
4FrontED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

This AGREEMENT is made on this 25th day of October 2017 (the "Agreement Date"), among the following governing Agencies of the State of Arizona and in or of the County of Yuma:

the City of San Luis, an incorporated city under the laws of Arizona and having its administrative offices at
1090 East Union Street
San Luis, Arizona 85349 ("San Luis");

the City of Somerton, an incorporated city under the law of Arizona and having its administrative offices at
110 North State Avenue
Somerton, Arizona 85350 ("Somerton");

the Town of Wellton, an incorporated town under the laws of Arizona and having its administrative offices at
28634 Oakland Avenue
Wellton, Arizona 85356 ("Wellton");

the City of Yuma, a charter city under the laws of Arizona and having its administrative offices at
One City Plaza
Yuma, Arizona 85364 ("Yuma") and

the County of Yuma, a body corporate and politic of the State of Arizona and having its administrative offices at
198 South Main Street
Yuma, Arizona 85364 (the "County").

The above-listed cities are known collectively as (the "Cities" and" the "County"). The County and Cities comprise a funding committee of the Yuma area for the sole purposes of this Agreement.

RECITALS

A. The County and the Cities joining in this Agreement wish to formalize a bilateral relationship to promote growth and expand economic opportunities in Yuma County, Arizona, U.S.A.; regions within the State of California, U.S.A.; San Luis Rio Colorado; regions within Baja California, Mexico.

B. Yuma County is authorized to participate in Economic Development activities pursuant to A.R.S. §§11-251(21), 11-254, and 11-254.04. The Cities are authorized to participate in Economic Development pursuant to A.R.S. §9-500.11

C. The County and the Cities support the 4FrontED Binational Region program objectives which include but are not limited to the following:

Binational Cluster Development

- Identify, map, and define binational regional business clusters such as advanced manufacturing opportunities. Establish and/or strengthen relationships with companies in northern Mexico in aerospace, automotive, electronic, agribusiness, and electrical devices, and promote the region's logistics/distribution and cost competitive advantages for potential advanced manufacturing opportunities. Sustain the momentum with the University of Arizona cluster work and the North American Research Partnership cluster mapping.
- Engage the region's manufacturers in RevAZ(Arizona Commerce Authority's Manufacturing Extension Partnership program), particularly with the ExportTech Boot Camp.
- Further leverage the economic benefit of the agriculture trade moving through the San Luis Port of Entry. Maintain and grow agribusiness trade by addressing binational infrastructure and transportation improvements from major growing regions in Mexico and strengthening relationships throughout western Mexico. Continue to expand value-add produce opportunities in packaged food.
- Work to attract foreign direct investment (FDI) projects within the transportation, tourism, and economic development sectors. Leverage the international and foreign investment partners working with the University of Arizona Yuma Center of Excellence for Desert Agriculture to attract a larger footprint in the region.
- Focus on manufacturing industries to provide higher average wages, create more indirect economic activity for the region, impact the regional tax base, and attract new revenues to the region resulting in an expanded economy through the following manufacturing sectors: perishable prepared food, storage battery, fluid milk, aircraft, fabricated structural metals, metal stamping, truck trailer, sign, unmanned vehicle and computerized numerical control machining.

- Continue to implement the IMPC strategy working collaboratively to develop and promote advanced manufacturing.
- Work with existing industries to improve access and attract a supply chain of businesses to the 4FrontED region.
- Actively engage the private sector and regional businesses to assist in the implementation of the 4FrontED initiative.

Strengthen Binational Workforce Development

- Broaden the educational exchange between the region's institutions and Mexico by establishing a binational education task force to ensure a stronger regional labor force that meets the current and future needs of regional businesses.
- Collaborate with Arizona Western College, Northern Arizona University and other institutions of higher learning to target advanced degrees to maquila managers or leadership.

Develop Binational Tourism

- Work collaboratively to leverage existing tourism assets and further develop visitor destinations within the binational region. Create and actively implement a binational tourism development and marketing program with a focus on recreation and culture.
- Implement a strategy to develop and attract medical tourism to the 4FrontED region.
- Develop and promote a binational calendar of events.

Leverage Port of Entry and Border Infrastructure Investments

- Aggressively promote the San Luis commercial port of entry.
- Continue to pursue improvements to the port of entry.
- Pursue increased port of entry staffing to improve efficiencies of border crossings.
- Build cross-border public transportation, bicycling and pedestrian improvements.

Spur Innovation and Entrepreneurism

- Leverage the San Luis Business Incubator to foster business growth in manufacturing, machining, distribution, and support businesses.
- Make the 4FrontED binational region an entrepreneurial hub by leveraging the U.S. entrepreneurial visa program that can promote new business start-ups and innovation.

Maximize Developable Industrial Land

- Move forward with development strategies to ensure that the border industrial land is ready for manufacturing facilities. Focus on project readiness of industrial sites.

Continue to Improve Regional Infrastructure

- The cities of San Luis, San Luis Rio Colorado, Somerton, Wellton, and Yuma are committed to building a rail connection between the city of San Luis Rio Colorado and Yuma to support economic development.
- Work to implement project priorities identified in the Border Master Plans (2013)
- Prioritize regional infrastructure projects to support economic development efforts and pursue grant funding.

NOW THEREFORE, the parties agree as follows:

SECTION ONE. DEFINITION OF TERMS

The following terms and expressions as used in this Agreement, unless the context clearly shows otherwise, shall have the following meanings:

"Region" means Yuma County, Arizona, U.S.A.; San Luis Rio Colorado, Sonora, Mexico and regions within Baja California Norte, Mexico bordering the municipality of San Luis Rio Colorado, Sonora, Mexico and Yuma County, Arizona, U.S.A.

SECTION TWO. GENERAL PROVISIONS

A. The City of San Luis, Arizona is the fiscal agent responsible for administering the funds for the binational program. San Luis shall only use the funds for the objectives stated in the recitals, and the funds expended, not exceed the one-year budget as set forth in Exhibit A, attached and incorporated by reference to this Agreement. The fiscal agent will require at least one City and/or, County to approve expenses in writing. The fiscal agent will be responsible for the engagement of the services of the coordinator along with the rest of the Cities, expenses and budget reports to the other Cities.

B. The County and Cities shall contribute to the funding of services for a bi-lingual/bi-cultural coordinator and related economic activities based on twenty cents (20¢) per capita and using the Parties' 2015 population estimates as follows:

Location	Population	Contribution
San Luis, AZ	34,001	$ 6,800.00
Somerton	15,759	$ 3,152.00
Wellton	3,101	$ 620.00
Yuma City	97,950	$ 19,590.00
Yuma County[1]	64,180	$ 12,836.00
Total	**214,991**	**$ 42,998.00**

[1] Yuma County population only includes population not within an incorporated area.

C. The Binational program shall meet the goals in the border business case incorporated in this Agreement.

D. The County and the Cities shall, through the fiscal agent, engage the services of a bi-lingual/bi-cultural coordinator to manage the Binational program.

E. The County and the Cities shall, through the fiscal agent, contract with any other contractor (s) or entity to meet the goals as stated in this Agreement.

F. The County and the Cities shall work with San Luis Rio Colorado, Sonora, Mexico and other Mexico cities as deemed appropriate.

G. The recitals set forth in this Agreement, by this reference, are incorporated and deemed part of this Agreement.

SECTION THREE. FORCE MAJEURE

If by reason of force majeure any party to this Agreement shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but not for any longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Arizona, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machines, pipelines or canals, and inability on the part of the County or the Cities to provide services under this Agreement for any reason, or on account of any other causes not reasonably within the control of the party claiming such liability.

SECTION FOUR. TERM OF AGREEMENT; RENEWAL

This Agreement shall be effective as of the 25th day of October 2017 and shall have a term of one year, ending the 25th day of October 2018 unless a party provides the other parties with written notice of termination a minimum of 30 days prior to terminating. This Agreement may be terminated by any party with or without cause, provided that such party provides written notice of termination to all other parties as set forth above.

If this Agreement is terminated prior to the expiration date, the fiscal agent shall return any and all remaining unexpended funds to the Cities and the County in proportion to the amounts originally disbursed by each party.

SECTION FIVE. SEVERABILITY

The parties to this Agreement specifically agree that if any one or more of the sections, paragraphs, provisions, clauses, or words of this Agreement or the application of such section, paragraph, provision, clause or word to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of Arizona or the United States of America, or in contravention of any such laws or constitutions, then such invalidity, unconstitutionality, or contravention shall not affect any other section, paragraph, provision, clause or word of this Agreement or the application of such section, paragraph, provision, clause or word to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, paragraph, provision, clause or word had not been included in this Agreement, and the rights and obligations of the parties to this Agreement shall be construed and remain in force accordingly.

SECTION SIX. COUNTERPARTS

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

The parties have executed this Agreement in Yuma County, Arizona as follows:

The City of San Luis
By _____
Gerardo Sanchez
Mayor

This 28 day of December 2017

The City of Somerton
By: _____
Jose Yepez
Mayor

This 4 day of December 2017

The Town of Wellton
By: Cecilia C. McCullough
Cecilia C. McCullough
Mayor

This 2nd day of November 2017

The City of Yuma
By: _____
Douglas Nicholls
Mayor

This 1st day of November 2017

The County of Yuma
By: _____
Marco A. (Tony) Reyes
Chair of the County Board of Supervisors

This 16th day of October 2017

I hereby state that I am the attorney for the City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of San Luis, Arizona under the laws of the State of Arizona.

Dated this 25 day of October, 2017

Kay Marion Macuil

Kay Marion Macuil
San Luis City Attorney

I hereby state that I am the attorney for the City of Somerton, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of Somerton, Arizona under the laws of the State of Arizona.

Dated this 4th day of December, 2017

Jorge Lozano
Somerton City Attorney

I hereby state that I am an attorney for the Town of Wellton, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the Town of Wellton, Arizona under the laws of the State of Arizona.

Dated this 31st day of Oct., 2017

Gary Verburg
Wellton Town Attorney

I hereby state that I am the attorney for the City of Yuma, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of Yuma, Arizona under the laws of the State of Arizona.

Dated this 7 day of November, 2017

Richard W. Files

Richard W. Files
Yuma City Attorney

I hereby state that I am the attorney for the County of Yuma, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the County of Yuma, Arizona under the laws of the State of Arizona.

Dated this 16th day of October, 2017

Jon R. Smith
Yuma County Attorney

EXHIBIT A
TO
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT OF THE
4FrontED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

[Budget and 2017 Population Estimates]

4frontED Binational 2017-2018 Budget

		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
REVENUE														
Yuma County														$ 12,836.00
Town of Wellton														$ 620.00
City of Yuma														$ 19,590.00
City of Somerton														$ 3,152.00
City of San Luis														$ 6,800.00
2017-2018 carry over funds														$ 33,090.07
Donations														$ -
Total Revenue														$ 76,088.07
EXPENSES														
Office Supplies				$ 50.00			$ 50.00			$ 50.00			$ 50.00	$ 200.00
Other Supplies	drinks, coffee			$ 20.00			$ 20.00			$ 20.00			$ 20.00	$ 80.00
External Printing	letterhead, business cards			$ 300.00						$ 300.00				$ 600.00
Subscriptions	AMC							$ 250.00						$ 250.00
Postage				$ 50.00						$ 50.00				$ 100.00
Minor Tool/equiptment	laptop								$ 1,200.00					$ 1,200.00
Miscellaneous	catering			$ 100.00			$ 100.00			$ 100.00			$ 100.00	
Contractual Services	Executive Director	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,174.00	$ 50,000.00
Special services	website support/hosting	$ 70.00	$ 55.00	$ 100.00	$ 55.00	$ 55.00	$ 100.00	$ 55.00	$ 55.00	$ 100.00	$ 55.00	$ 55.00	$ 100.00	$ 855.00
Travel and Per Diem	AMC			$ 1,000.00			$ 1,000.00			$ 1,000.00			$ 1,000.00	$ 4,000.00
Conference/Registration				$ 300.00			$ 300.00			$ 300.00			$ 300.00	$ 1,200.00
Sponsorships										$ 2,000.00				$ 2,000.00
Total Expenses														$ 60,485.00
Total Budget														$ 15,603.07

JULY 1, 2017 POPULATION ESTIMATES
FOR ARIZONA'S COUNTIES, INCORPORATED PLACES AND UNINCORPORATED BALANCE OF COUNTIES

	ESTIMATE
APACHE COUNTY	72,713
Eagar	4,946
Saint Johns	3,534
Springerville	1,991
Unincorporated	62,242
COCHISE COUNTY	128,383
Benson	4,994
Bisbee	5,320
Douglas	16,588
Huachuca City	1,783
Sierra Vista	43,824
Tombstone	1,325
Willcox	3,612
Unincorporated	50,937
COCONINO COUNTY	144,057
Flagstaff	72,961
Fredonia	1,331
Page	7,665
Sedona *	2,926
Tusayan	590
Williams	3,256
Unincorporated	55,328
GILA COUNTY	54,947
Globe	7,562
Hayden *	648
Miami	1,828
Payson	15,944
Star Valley	2,346
Winkelman *	353
Unincorporated	26,266
GRAHAM COUNTY	38,275
Pima	2,548
Safford	9,915
Thatcher	5,217
Unincorporated	20,595
GREENLEE COUNTY	10,961
Clifton	4,870
Duncan	718
Unincorporated	5,373
LA PAZ COUNTY	21,598
Parker	3,201
Quartzsite	3,882
Unincorporated	14,515

	ESTIMATE
MARICOPA COUNTY	4,221,684
Apache Junction *	311
Avondale	81,621
Buckeye	69,947
Carefree	3,669
Cave Creek	5,676
Chandler	257,948
El Mirage	34,174
Fountain Hills	23,862
Gila Bend	2,010
Gilbert	246,423
Glendale	239,858
Goodyear	81,447
Guadalupe	6,332
Litchfield Park	6,452
Mesa	481,275
Paradise Valley	13,913
Peoria *	171,580
Phoenix	1,579,253
Queen Creek *	39,714
Scottsdale	242,540
Surprise	130,129
Tempe	179,794
Tolleson	6,992
Wickenburg *	6,903
Youngtown	6,575
Unincorporated	303,286
MOHAVE COUNTY	209,792
Bullhead City	40,551
Colorado City	4,872
Kingman	29,600
Lake Havasu City	54,801
Unincorporated	79,968
NAVAJO COUNTY	111,266
Holbrook	5,167
Pinetop-Lakeside	4,463
Show Low	11,377
Snowflake	5,882
Taylor	4,292
Winslow	9,567
Unincorporated	70,518

	ESTIMATE
PIMA COUNTY	1,026,099
Marana *	45,378
Oro Valley	44,517
Sahuarita	29,049
South Tucson	5,664
Tucson	537,634
Unincorporated	363,857
PINAL COUNTY	427,603
Apache Junction *	39,719
Casa Grande	54,866
Coolidge	12,485
Eloy	18,993
Florence	25,866
Hayden *	0
Kearny	2,077
Mammoth	1,519
Marana *	0
Maricopa	49,550
Queen Creek *	494
Superior	3,008
Winkelman *	0
Unincorporated	219,026
SANTA CRUZ COUNTY	51,507
Nogales	22,327
Patagonia	981
Unincorporated	28,199
YAVAPAI COUNTY	225,364
Camp Verde	11,083
Chino Valley	11,557
Clarkdale	4,282
Cottonwood	11,974
Dewey-Humboldt	4,015
Jerome	447
Peoria *	7
Prescott	42,300
Prescott Valley	43,950
Sedona *	7,393
Wickenburg *	350
Unincorporated	88,006
YUMA COUNTY	221,648
San Luis	35,289
Somerton	17,103
Wellton	3,171
Yuma	101,620
Unincorporated	64,465

ARIZONA	**6,965,897**

***POPULATION FOR PLACES IN TWO COUNTIES**

Apache Junction	Pinal & Maricopa	40,030
Hayden	Gila & Pinal	648
Marana	Pima & Pinal	45,378
Peoria	Maricopa & Yavapai	171,587
Queen Creek	Pinal & Maricopa	40,208
Sedona	Coconino & Yavapai	10,319
Wickenburg	Maricopa & Yavapai	7,253
Winkelman	Gila & Pinal	353

Arizona Office of Economic Opportunity (602) 771-2222 or (602) 771-1236

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. E.**

Meeting Date: 05/11/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry for Fiscal Year 2021-2022. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

Service: Gethsemani Food Ministry provides food (free of charge) to low-income persons going through economic hardship in the City of San Luis.

Amount: The city has entered into an agreement with Gethsemani Food Ministry in the past.The City Council directed staff to budget **$7,000.00** for the Fiscal Year 2022-2023.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH THE GETHSEMANI FOOD MINISTRY IN THE AMOUNT OF $7,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$7,000.00
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement

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

These funds are to be budgeted for the Fiscal Year 2022-2023.

Attachments

2022-07-01 Food Ministry

2022-03-30 Food Ministry Request

AGREEMENT

This agreement (this "Agreement") is effective on July 1, 2022, and entered into the _____ day of May 2022 (the date of the last Party signed this Agreement). This Agreement is 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 Ministry, a faith-based charitable organization of 1011 B Street, P.O. Box 2067, San Luis, AZ 85349 ("Food Ministry"). The City and the Food Ministry 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 be one year, starting on July 1, 2022, and ending on June 30, 2023.

SECTION THREE. OBLIGATION OF THE FOOD MINISTRY

3.1 The Food Ministry 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 Ministry shall provide proof to the City that it provided $7,000.00 (seven thousand dollars) worth of food to low-income persons.

3.2 The Food Ministry shall distribute to all above-qualified persons regardless of religious faith. Food Ministry shall not use the money provided herein to promote religious faith or beliefs.

3.3 The Food Ministry 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 Ministry $7,000.00 (seven thousand dollars) for food services to low-income persons within the city limits of the City of San Luis.

SECTION FIVE. LIABILITY INSURANCE AND INDEMNITY

The Food Ministry agrees to defend, indemnify and hold City, their respective affiliates, elected officials, 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 Ministry. The Food Ministry 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 to 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 the cancelation provisions of A.R.S. §38-511.

6.2 Employment Eligibility. The Food Ministry 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 Ministry to ensure that Food Ministry complies with this warranty.

SECTION SEVEN. MISCELLANEOUS PROVISIONS

7.1 Notice. 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, U.P.S., etc.) 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 Ministry President
Gethsemani Food Ministry
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 designate in writing and deliver in a like manner from time to time. For any such change of address, notice shall be given at least ten (10) days before the date 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. No waiver by the City or the Food Ministry 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 Ministry 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 Ministry 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. 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. 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 Ministry.

7.14 No Personal Liability. No member, official, or employee of the City shall be personally liable to the Food Ministry, 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 Ministry 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 Ministry under this Agreement shall be limited solely to the assets of the Food Ministry 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 Ministry; (ii) the shareholders, members or managers or constituent partners of the Food Ministry; or (iii) officers of the Food Ministry.

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 Ministry 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. Such signature pages may all be 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.

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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 Ministry

Jose Manuel Castro, Pastor
Date:
_____

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

Jose Manuel Castro
Pastor / President.

March 30th, 2022.

RECEIVED
2022 MAR 30 P 1:
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Dear City of San Luis, AZ.

To: Mrs. Kay Macuil - CITY ATTORNEY

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 $7,000 dollars. to support caring the food. For the year of ….2022- 2023

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.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. F.**

Meeting Date: 05/11/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Greater Yuma Economic Development Corporation for Fiscal Year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

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

Amount: The city has entered into an agreement with GYEDC for economic development services in past years. City Council directed staff to budget an amount not to exceed **$63,770.00** for the Fiscal Year 2022-2023.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH GYEDC IN THE AMOUNT NOT TO EXCEED $63,770.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$63,770.00
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement

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

These funds are budgeted for the fiscal year 2022-2023.

Attachments

2022-07-01 GYEDC Contract

AGREEMENT

This agreement ("Agreement") is effective on July 1, 2022. It is entered into on the _____ day of May 2022 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 of the consequences of the 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 businesses 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 ten (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 l 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 ten (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 is 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 for 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. aiding 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 that 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 describe:

(a) the results of activities and expected achievements and

(b) 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 2022-2023, 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, 2022, and ending on June 30, 2023.

B. The CITY agrees to pay GYEDC an amount of $57,508 for services to be provided by GYEDC under the Agreement during the CITY's Fiscal Year 2022-2023.

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 in any of the following circumstances:

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, or

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 obligate ions 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 and 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 to cancelation 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

[Intentionally left blank, signature page follows]

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 Corporation.

_____
Signature

_____
Print Name

_____
Title

March 21, 2022

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 in2020 due to the uncertainty of Covid. We are asking that the final increase be considered this year. We respectfully request the final, per capita installment of $6,254 to reach the full amount of **$63,763**. We are grateful for the incremental increases that have been made over the past years and we will certainly celebrate this final increase. We will not be moving into the new census population numbers; we are grateful for the commitment to GYEDC to bring the per capita funding into actuality. This commitment will allow GYEDC to 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
Louie Galaviz, City Administrator
Francia Alonso, Assistant to Council

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. G.**

Meeting Date: 05/11/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the annual contribution under the Greater Yuma Port Authority, Inc. Intergovernmental Agreement for economic development near the Land Port of Entry 2, Magrino Industrial Park for the fiscal year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

IGA Organizational Structure: The Greater Yuma Port Authority ("GYPA") is a non-profit. Currently, its voting members include the City of San Luis, the City of Yuma, and the Sovereign Nation of the Cocopahs/Cocopah Tribe. Each member has representatives on GYPA's Board.

Service: GYPA provides master planning to GYPA's Magrino Industrial Park. It provides capital for the development of the Industrial Park to attract economic development, taking advantage of its proximity to the commercial Land Port of Entry II ("POE 2"). It is also involved with POE 2 users and other stakeholders to improve the cross-border traffic flow.

Amount: The city has contributed funds since the inception of GYPA in the year 2000. Section 5.3, page 6 of the Restated and Amended By-Laws has set the contribution (technically an annual cash call) at $50,000.00. The City Council directed staff to budget **$50,000.00** for the fiscal year 2022-2023.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE ANNUAL CASH CALL OF $50,000.00 TO THE GREATER YUMA PORT AUTHORITY.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$50,000.00
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement

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

These funds are budgeted for the fiscal year 2022-2023.

Attachments

2022-2023 GYPA Invoice
GYPA Bylaws authorizing cash calls

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

Invoice

Submitted on 10/17/2021

Invoice for

City of San Luis Arizona
1090 Unions Street
San Luis, AZ 85349

Payable to

Greater Yuma Port Authority

Invoice #

2022-001

Project

Annual Cash Call

Due date

7/31/2022

Description	Qty	Unit price	Total price
Fiscal year 2022/2023 Cash Call	1	$50,000.00	$50,000.00
			$0.00
			$0.00

Notes:

Subtotal **$50,000.00**

Adjustments

$50,000.00

Please make checks payable to:
Greater Yuma Port Authority
PO BOX 4601
Yuma, AZ 85366

FIRST AMENDED AND RESTATED BYLAWS

OF

GREATER YUMA PORT AUTHORITY, INC.

AN ARIZONA NONPROFIT CORPORATION

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

ARTICLE I
REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

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

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

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

ARTICLE II
OFFICES

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

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

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

ARTICLE III
MEMBERS

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

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

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

ARTICLE IV
PORT AUTHORITY BOARD OF DIRECTORS

4.1 Purpose, Empowerment and Number of Directors.

A. *Purpose and Empowerment.*

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

B. *Number of Directors.*

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

C. *New Members.*

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

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

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

4.2 Master Plan.

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

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

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

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

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

4.4 Voting Rights.

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

4.5 Term of Office.

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

4.6 Initial Directors.

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

4.7 Notice of Meetings.

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

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

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

4.8 Quorum and Required Vote.

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

4.9 Directors' Manner of Acting.

A. *Participation in Meetings.*

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

B. *Dissent or Abstention of a Director.*

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

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

4.10 Removal of Directors.

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

4.11 Ex-Officio Members.

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

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

ARTICLE V
MEMBER PARTICIPATION, CAPITAL CONTRIBUTION, INDEMNIFICATION

5.1 Membership Participation.

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

5.2 Initial Capital Contribution.

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

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

5.3 Cash Calls.

It is anticipated that certain expenses, after the initial capital contribution, may arise prior to the corporation producing enough revenue to meet expenses. Each Member executing these bylaws, and each new Member who shall hereafter be admitted to membership in the Corporation, agrees to be responsible for its equal share of any such expense as requested by majority vote of the Board, not to exceed $50,000.00[1] per year (subject to appropriation by each respective governing board). Failure by any such Members to fulfill the requirement set forth herein shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

5.4 Voluntary Withdrawal of Member.[2]

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

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

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

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

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

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

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

5.5 Dissolution.

A. *Events of Dissolution.*

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

B. *Winding Up.*

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

C. *Distribution of Liquidation Proceeds.*

1. Assets/Proceeds.

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

2. Liabilities.

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

5.6 Indemnification.

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

ARTICLE VI
OFFICERS

6.1 Officers of the Corporation.

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

6.2 Election-Term.

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

6.3 Chairperson of the Board.

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

6.4 Vice Chairperson.

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

6.5 Secretary/Treasurer.

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

ARTICLE VII
COMPENSATION

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

ARTICLE VIII
AMENDMENT

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

ARTICLE IX
CONFLICTS OF INTEREST

9.1 Definitions.

A. *Port Authority.*

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

B. *Relatives.*

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

C. *Substantial Interest.*

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

9.2 Specific Guidelines.

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

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

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

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

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

9.3 Interpretation.

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

ARTICLE X
MISCELLANEOUS

10.1 Contracts, etc.

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

10.2 Checks, Drafts, etc.

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

10.3 Notice and Waivers Thereof.

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

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

10.4 Interested Directors.

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

10.5 Limitation of Liability and Indemnity.

A. *Liability.*

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

B. *Indemnity.*

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

C. *Insurance.*

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

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

10.6 Books and Records.

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

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

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

10.7 Corporate Seal.

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

DATED this 17 day of May, 2007.

Gary Magrino, Chairman

Attest:
Terre Catanzaro, Secretary

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. H.**

Meeting Date: 05/11/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with the Humane Society of Yuma for the Fiscal Year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

Service: (1) The Humane Society of Yuma provides kenneling, quarantine, and euthanasia services for stray animals or animals that have bitten people. Since the city does not have these services, the Animal Control crew of the Police Department relies on these services. (2) They also provide pets with low-cost vaccinations and low-cost or free injection of microchips with pet owners' contact information. (3) Last year and in past years, the Humane Society has provided spay and neuter clinics for cats and dogs in San Luis with grant money. In the fiscal year 2021-2022, the Humane Society was again able to find grant money for spay-neuter clinics for San Luis animals and did not use the additional $5,000 budgeted. However, the grant money is unavailable now. So, they requested an additional $5,000.00 to provide this service in San Luis. With this $5,000.00 fund, the Humane Society will require proof of residency in San Luis, Arizona.

Amount: The city has entered into contracts with the Humane Society of Yuma in past years. The City Council has directed staff to budget **$50,000.00** (the same as last year) for the Fiscal Year 2022-2023. Under the agreement, the city will pay a flat rate for services for the year in monthly increments.

In addition, the City Council has directed staff to budget **$5,000.00** to spay and neuter pets for the residents of San Luis. The contract requires that the City pay in a lump sum no later than October 2022 as part of the budget for the Fiscal Year 2022-2023.

RECOMMENDATION / SUGGESTED MOTION:

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

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$55,000.00
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement

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

These funds are budgeted for the fiscal year 2022-2023.

Attachments

2022-07-01 Humane Society Contract

2022-04-15 Humane Society Request

AGREEMENT

This agreement ("Agreement") is entered into this ____ day of May, 2022 and is effective the 1st day of July, 2022, ("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, 2022, and continuing through June 30, 2023.

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, 2023, 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.

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 Exhibit A, HSOY letter dated April 15, 2022, which is incorporated into this Agreement by this reference. The City shall pay the $5,000.00 no later than October 2022.

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 obaiting a San Luis Business License before the fisrt Clinic in the City of San Luis. With proof of IRS §501(c)(3) tax-exempt status, the business license if free under San Luis City Code §110.03.

11. Provisions Required by Arizona Law.

Conflict of Interest

This Agreement is subject to the cancelation 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.

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
Date: _____

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Humane Society of Yuma

_____
Annette Lagunas, Executive Director
Date:_____

Exhibit A

HUMANE SOCIETY OF YUMA
Save one until there are none.

Humane Society of Yuma
www.hsoyuma.com
4050 S. Ave. 4 ½ E
Yuma, AZ 85365
928.782.1621

April 15, 2022

Good afternoon Ms. Macuil,

We appreciate the City of San Luis' interest in assisting your community with spaying and neutering their pets. I am happy to say that approximately 24animals from your community were altered last year through our clinic with different grants. But a lot of work still needs to be done in your area of our community.

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
Bernadette Presloid
Courtney Sellers
Charlen Williamson

OUR MISSION STATEMENT

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

HUMANE SOCIETY OF YUMA
Save one until there are none.

Humane Society of Yuma
www.hsoyuma.com
4050 S. Ave. 4 ½ E
Yuma, AZ 85365
928.782.1621

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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.

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Respectfully,

Annette Lagunas
Executive Director
Humane Society of Yuma

ANNETTE LAGUNAS
Executive Director

BOARD OF
DIRECTORS

Debbie Frydenlund
Brock Gill
Athena Godwin
David McHone
Bernadette Presloid
Courtney Sellers
Charlen Williamson

OUR MISSION STATEMENT

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

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. I.**

Meeting Date: 05/11/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

Service: The Youth Build Program of Portable Practical Education Preparation (PPEP), Inc., provides low-income youth, ages 17-24, education to obtain their GED, and AmeriCorp opportunities for post-secondary education. Students learn job skills and leadership development. Students in the program serve their communities by building affordable housing and providing community services. Training opportunities have expanded beyond construction work to training for the healthcare sector. This year they are recruiting 30 students. 80% of the 30 (24 students) will be from San Luis under the contract

Amount: The city has entered into an agreement with PPEP, Inc., in the past. The City Council has directed staff to budget **$30,000.00** for the Youth Build Program and other training programs for the Fiscal Year 2021-2022.

RECOMMENDATION / SUGGESTED MOTION:

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

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$30,000.00
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement

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

These funds are budgeted for FY 2022-2023.

Attachments

2022-07-01 PPEP Contract

2021-11-08 PPEP Request

AGREEMENT

This agreement ("Agreement") is entered into this ____ day of May, 2022 and is effective July 1, 2022 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 and the health care training for medical assistants and for nutritionists 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, 2023;

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 and training for medical assistants and nutrionists.

2. Description: (see Exhibit A which is incorporated into this Agreement by this reference.). 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, 2022, to June 30, 2023

5. Number served: Under this Agreement 24 students shall be residence of San Luis, Arizona. 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 students expected to graduate this fiscal year ending June 30, 2023 and those who will start but not finish until the next fiscal year in November of 2023. In addition, the fund may be used education opportunities for San Luis residents for medical assistants and nutritionists.

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, notices and other 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 2022 through and including the 30th day of June 2023.**

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 coverall 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:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Portable Practical Educational Preparation, Inc.

_____
John David Arnold, Ph.D., CEO

Date: _____

Exhibit A

Portable Practical Educational Preparation, Inc.

Multi Service Center
802 E. 46th Street
Tucson, Arizona 85713
(520) 622-3553 Toll Free: (800) 376-3553 FAX: (520) 622-1480
Internet Address: ppep.org E-Mail Address: ppep@ppep.org

John David Arnold, Ph.D. **"Si Se Puede"** **Gertha Brown-Hurd**
Chief Executive Officer & Founder President

November 8, 2021

Dear Mayor, Council & City Administrator:

First, I would like to take this opportunity to thank all of you again for your continued support of the PPEP YouthBuild Program. We are now heading into our 20th year of operation and could not have accomplished what we have done without the commitment of our community and the partnership with the City of San Luis

In these past years, we have worked to impact the lives of at-risk youth in a positive way, bringing education, training, job placement and college opportunity to those living in the South County area and specifically San Luis. **Looking to program year 2022-2023 we are looking to enroll a total of 30 youth, and 80% of youth will reside in the San Luis area** and be served under the YouthBuild/AmeriCorps program located in San Luis, Arizona. Now that the Pandemic seems to be behind us, we are hoping to see an increase in our enrollments.

This past year, the city was very generous with a funding amount of **$30,000**; ***therefore, we would like to request the same amount of funding (30,000) for the coming year to match the AmeriCorps program,*** which allows each youth participant to leave the program with a 1600.00 college scholarship. This funding by the city, in conjunction with other fundraising efforts, helps the program to meet our Match requirement of $50,000. With these funds, we can provide for additional youth training and program services by leveraging other grant funds and fundraising for certification and skill development. The City of San Luis funding helps to defray uniform costs, boots, training tools, transportation, education materials, testing costs, certification courses, and staffing, as each student enrolled in the program, costs on average 14,315 to educate and participate in skill development training.

Program Description: Education and Training Services for 2022-2023
Over the past 20 years, PPEP has served over 300 youth with an 80% completion rate and an attendance rate consistent at 92%. The GED completion rate is consistently between 78% and 80% and an 80% placement rate for students working or going to full time college. ***Although in 2020, it left us with reduced numbers due to the Pandemic, a total of 14 student completed the program and in our current program (2021) we have 21 youth enrolled and are still enrolling through December.*** With all things considered, PPEP has stayed on course, even in the midst of a pandemic; put in place funding sources and continued to meet critical outcomes per their larger grant requirements under USDOL. We continue to strive to increase these percentages and provide leadership development for youth in the San Luis area. *Over the past 20 years we have completed over 160 housing rehab projects, constructed 60 new homes for low-income residents*

of the San Luis community and provided over 128,000 hours of community service, with the bulk of service done in the City of San Luis.

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

The YouthBuild program is designed to alleviate and minimize the common obstacles to a student's success through bilingual services, flexible and convenient times of services, transportation to both direct and linked services, and supportive services for a student and their family members. Through a multi-service approach, we can provide additional employment opportunities, job-training and even housing opportunities that can augment students' chances of successfully completing the training program and continue to improve their situations after leaving the program. Individuals enrolling in PPEP's YouthBuild program also co-enroll in programs like the National Farmworker Jobs Program (NFJP), YPIC WIOA Youth Programs, and Community Service Block Grant program for extensive wrap around services in the support to youth and their families. We maintain a network of partnerships within the communities to provide other services and **this coming year we have added Healthcare training tracks to the YouthBuild program. Through this new initiative, we have partnered with Regional Center for Border Health to offer YouthBuild students training opportunities in Medical Office Assistant and Nutrition, along with Construction and Community Service Activities.**

We believe together through the YouthBuild program, we can help to instill value, promote partners, promote community efforts, increase the Return on Investment (ROI) and offer career pathways in construction and healthcare through constructive programming and civic engagement in the building of low-income housing and home rehab and now training in healthcare fields. It continues to take a village to make positive change, and we cannot do it alone. Together, with the City of San Luis, we can make a difference in the lives of young people and their families and our community. It is because of the past investment by the City of San Luis, that we can leverage additional funding sources, add career pathways, increase enrollments, and provide a stipend of 650.00 per month to youth participating in the program so they stay on track with education and training goals, without worrying where their next meal will come from.

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

- Study and earn GED Certificate through approved educational curriculum and approved state testing
- NCCER industry recognized certification for required certification (received at the end of the program)
- OSHA certification training (industry recognized certificate)
- First Aid/CPR certification
- Healthcare certifications (for those who enter this training component)
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- Testing throughout the program to document literacy/numeracy gains
- Student workshops on resiliency and other work-related topics
- Mock interviewing and interview techniques
- Follow up every 30 days upon program completion for documented retention in job placement, educational placement, and reduced recidivism

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

Sincerely,



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

Portable Practical Educational Preparation, Inc.

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

Sincerely,



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

Project Design

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

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

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

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

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

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

Testing throughout the program to document literacy/numeracy gains

Student workshops on resiliency and other work related topics

Mock interviewing and interview techniques

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

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

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

Attachment B: Construction Training Plan

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

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

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

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

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. J.**

Meeting Date: 05/11/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for the Fiscal Year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

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

Amount: The City of San Luis has entered into an agreement with Ramirez Advisors Inter-National, LLC in the past. City Council has directed staff to budget **$61,500.00.** (The contract provides for $60,000 to be paid in $5,000 monthly installments and $1,500 for travel expense contingency) for the Fiscal Year 2022-2023,

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH RAMIREZ ADVISORS INTER-NATIONAL, LLC FOR $60,000 PLUS A $1,500 CONTINGENCY BUDGET FOR POTENTIAL TRAVEL EXPENSES.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	61,500.00
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement

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

These funds are budgeted for the fiscal year 2022-2023.

Attachments

20212-07-01 Ramirez Advisors Contract

2022-04-28 Ramirez Advisors Request

2022-11-13 Travel Expense Estimate email

AGREEMENT

Agreement (the "Agreement") made this _____ day of May 2022, and effective as of July 1, 2022, 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 starting July 1, 2022 and ending June 30, 2023.

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 $60,000 to be paid in 12 equal payments of $5,000.00. 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:	Minimum Limits
Premises and Operations Contractual Liability Personal-Injury Liability Independent Contractors	$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) San Luis, Arizona 85349 090 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 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:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

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

_____
Luis E. Ramirez Thomas, President

Ramírez Advisors Inter-National, LLC
Innovative Cross-border Solutions and Governmental Affairs

2642 East Thomas Road
Phoenix, Arizona 85016
(602) 820-3931
luis@ramirezadvisors.com

April 28, 2022

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 ensure that the modernization of the San Luis 1 port of entry moves forward on time and on budget 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.

With just over $298 million in combined funding for the modernization fo the San Luis 1 port of entry, the City must continue working on the related infrastructure and the coordination with Mexico to ensure the maximum return on the federal investment and of benefit for the community. Much work remains to be done with the US 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 ensure that the project moves forward 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;
- Assist in the development of related transportation and public service infrastructure, including roads and more;
- 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 $60,000 to be paid in 12 equal payments of $5,000. 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-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

From: luis[redacted]
To: Kay Macuil
Cc: Martin Rodriguez Nunez; Janet Taylor
Subject: Re: FY 22 Proposal
Date: Saturday, November 13, 2021 8:07:41 PM

Kay.

Travel is very hit and miss. I would suggest a set aside of $1,500 but it would not surprise that it may go unused.

Luis

Sent from my iPhone

> On Nov 13, 2021, at 5:04 PM, Kay Macuil <kmacuil@sanluisaz.gov> wrote:
>
> Hi Luis,
>
> How much should we budget for travel expenses? I just realized I have not been taking that into account over the years.
>
> Kay Marion Macuil
> CITY ATTORNEY
> CITY OF SAN LUIS
> 1090 East Union Street | P.O. Box 1170 | San Luis, AZ 85349
>
> (928) 919-6838 Cell
> kmacuil@sanluisaz.gov
>
> CONFIDENTIALITY NOTICE: This email and any attachment to it are STRICTLY CONFIDENTIAL and may contain privileged information for the intended recipient or recipients. If the reader of this email is not the intended recipient, this notifies you that reading the email is strictly prohibited. If you have received this email in error, please immediately notify me by reply email kmacuil@sanluisaz.gov and delete the emails and all attachments from your system. Thank you
>
> -----Original Message-----
> From: Kay Macuil
> Sent: Monday, November 8, 2021 5:50 PM
> To: 'luis@[redacted]
> Cc: Martin Rodriguez Nunez [redacted]; Janet Taylor <jtaylor[redacted]
> Subject: RE: FY 22 Proposal
>
> Thank you, Luis. I am copying our Legal Secretary who is helping me.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. K.**

Meeting Date: 05/11/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for the fiscal year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

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

Amount: The city has entered into contracts with the Yuma Community Food Bank in past years. The City Council directed staff to budget **$30,000.00** for Fiscal Year 2022-2023.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH YUMA COMMUNITY FOOD BANK IN THE AMOUNT OF $30,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$30,000.00
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement

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

These funds are budgeted for the fiscal year 2022-2023.

Attachments

2022-07-01 Food Bank Contract

2022-03-25 Food Bank Request

AGREEMENT

This agreement (the "Agreement") is effective July 1, 2022, and entered into this ____ day of May 2022 (which is the date of the last Party signed). This Agreement is 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, 2022, and end on June 30, 2023,

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

4.1 The City agrees to pay the Food Bank thirty thousand dollars ($30,000.00) to provide food to low-income persons residing within the San Luis, Arizona, city limits.

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: _____

YUMA COMMUNITY FOOD BANK
Serving Southwestern Arizona

2404 East 24th Street, Suite A | Yuma, AZ 85365

928. 343.1243 Office 928.726.1679 Fax

***yumafoodbank.org | info@yumafoodbank.org

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

Shara Whitehead
President/CEO

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. L.**

Meeting Date: 05/11/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2216. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the annual contribution under the Intergovernmental Agreement with Yuma County Intergovernmental Public Transportation Authority for the Yuma County Area Transit ("YCAT"), the regional public transportation services for the fiscal year 2022-2023: repealing conflicting provisions; and providing for severability. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

IGA Organizational Structure: The Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") Intergovernmental Agreement ("IGA") consists of 9 entities: Yuma County, Wellton, Somerton, San Luis, the City of Yuma, Northern Arizona University, Arizona Western College, the Cocopah Tribe, and the Quechan Tribe. Under the twenty-five-year IGA of January 1, 2012 (expiring January 1, 2037), YCIPTA develops a formula for the percentage of contribution every year. The YCIPTA board approves the formula. Each jurisdiction that signed the IGA appoints a representative to the YCIPTA board, including the City of San Luis.

Service: Yuma County Area Transit (YCAT) provides public bus and transit services for the city and the region.

Approval procedure: Under the IGA, the city's approval must be by resolution. The city must not use federal money to pay for the contribution.

Amount: The city has contributed to YCAT since 2012. Last year's budgeted contribution was $88,216.25. However, YCAT only invoiced, and the city only paid $70,573. This year, the contribution is $119,891.43, which is due in full on July 31, 2022. The City Council directed staff to budget an amount not to exceed $119,900.00 for the Fiscal year 2022-2022.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2216 FOR THE ANNUAL CONTRIBUTION IN AN AMOUNT NOT TO EXCEED $119,900.00 TO THE YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$119,900.00
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement

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

These funds are budgeted for the fiscal year 2022-2023.

Attachments

Resolution No. 2216
Master IGA YCIPTA
2022-04-04 YCAT Ltr on Board Decision

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2216

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING THE ANNUAL CONTRIBUTION UNDER THE INTERGOVERNMENTAL AGREEMENT WITH THE YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY FOR THE YUMA COUNTY AREA TRANSIT ("YCAT"), THE REGIONAL PUBLIC TRANSPORTATION, FOR THE FISCAL YEAR 2022-2023; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, in 2012, the City of San Luis entered into a twenty-five-year, intergovernmental agreement ("IGA") with the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") along with Yuma County, the City of Yuma, the City of Somerton, the Town of Wellton, the Cocopah Tribe, the Quechan Tribe, Arizona Western College, and Northern Arizona University; and

WHEREAS, Paragraph 2.3 of said IGA requires that YCIPTA develop a formula annually and each member timely contribute its designated share of non-federal funds with the approval by resolution of each member in its budgetary process; and

WHEREAS, at its April 4, 2022 board meeting, YCIPTA adopted a formula which calculates out to be $199,891.43 for the City of San Luis for the fiscal year 2022-2023; and

WHEREAS, San Luis City Council directed staff to budget an amount not to exceed **$199,900.00** for the annual contribution to YCIPTA.

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

Section 1: The annual contribution in an amount not to exceed $199,900.00 to YCIPTA for the fiscal year 2022-2023 is approved.

Section 2: The appropriate city officials are authorized and directed to promptly submit the contribution in section 1 above, upon the invoice for YCIPTA using non-federal funds.

Section 3: City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Section 3: If a conflict arises between the provisions of this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this resolution shall govern.

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

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____day of May 2022.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

MASTER INTERGOVERNMENTAL AGREEMENT
YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

This Master Intergovernmental Agreement ("Master IGA") is made effective as of the 1st day of January, 2012, ("Effective Date") by and between Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"); Yuma County, a body politic and corporate of the State of Arizona ("County"); the City of Yuma, an Arizona municipal corporation ("Yuma"); the City of San Luis, an Arizona municipal corporation ("San Luis"); the City of Somerton, an Arizona municipal corporation ("Somerton"); the Town of Wellton, an Arizona municipal corporation ("Wellton"); the Arizona Board of Regents acting for and on behalf of Northern Arizona University-Yuma, an Arizona state university ("NAU-Yuma"); Arizona Western College, an Arizona community college ("AWC") and the Cocopah Indian Tribe, organized pursuant to the Indian Reorganization Act of 1934 ("Cocopah"). The parties to this Master IGA may be collectively referred to herein as the Parties, or each individually as a Party.

RECITALS

A. The County is authorized by the provisions of A.R.S. §28-9101 et seq. to establish an intergovernmental public transportation authority ("IPTA") with authority to conduct a periodic survey of regional transportation needs in the IPTA; to determine an appropriate public transportation system to meet those needs and the means to finance the system; to operate the system directly or to contract with outside parties for the operation of all or part of the system; and to enter into an intergovernmental agreement with the member entities (hereinafter a "Member," or the "Members") to provide that IPTA has sole authority for designing, operating and maintaining the public transportation system within the designated area (the "Regional Transportation System"). The IPTA shall exercise its authority to operate and maintain a Regional Transportation System pursuant to the terms of this Master IGA and as provided in one or more Service Agreements and Service Provider Agreements (as further defined herein) to be executed in the future.

B. Coordination of public transportation services to meet regional needs is a primary objective of YCIPTA. During the transition from transit services currently provided by other entities ("Existing Transit Services") to the Regional Transportation System operated by YCIPTA, the Parties agree that it may be effective and efficient to provide for the continued operation of Existing Transit Services through an agreement ("Service Provider Agreement") with a public entity or a private contractor capable of providing such services through the fiscal year ending June 30, 2012.

C. On October 20, 2010, the Yuma City Council adopted a resolution authorizing the City Administrator to petition the Yuma County Board of Supervisors ("Board of Supervisors") to establish an IPTA, pursuant to A.R.S. §28-9102(B). The Yuma Petition is attached hereto as Exhibit "A" ("Yuma Resolution and Petition").

D. On October 13, 2010, the San Luis City Council adopted a resolution to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The San Luis Petition is attached hereto as Exhibit "B" ("San Luis Resolution").

E. On September 21, 2010, the Somerton City Council voted to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The Somerton documentation is attached hereto as Exhibit "C" ("The Somerton Request").

F. On September 21, 2010, the Wellton Town Council voted to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The Wellton documentation is attached hereto as Exhibit "D" ("The Wellton Request").

G. On October 4, 2010, under the authority of President John Haeger, NAU-Yuma petitioned the Board of Supervisors for inclusion into a prospective IPTA through an IGA, as provided by A.R.S. §28-9102(B). The NAU-Yuma Petition is attached hereto as Exhibit "E" ("The NAU-Yuma Petition").

H. On or about December 13, 2010, the County Board of Supervisors, pursuant to the provisions of A.R.S. §28-9101 et seq. adopted Resolution (No.10-52) to establish the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"). The Resolution is attached hereto as Exhibit "F". (The "Board of Supervisors" Resolution)

I. On August 16, 2011, under the authority of President Dr. Glenn Mayle, AWC petitioned the YCIPTA for inclusion into YCIPTA through an IGA, as provided by A.R.S. §28-9102 et seq. The AWC Petition is attached hereto as Exhibit "G" ("The AWC Petition").

J. On October 18, 2011, the Cocopah Indian Tribe petitioned YCIPTA for inclusion into YCIPTA through an IGA as provided by A.R.S. §28-9102 et seq. The Cocopah request is attached hereto as Exhibit "H". ("The Cocopah Request")

K. Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") is a corporate body and political subdivision of the state of Arizona, with all of the powers and privileges granted to it by law.

L. The purpose of this Master IGA is to provide that the YCIPTA has sole authority for designing, operating and maintaining the public transportation system, as provided by A.R.S. §28-9124(A).

M. The goals of the Parties in creating YCIPTA are to take a regional, collaborative approach to creating a comprehensive integrated Regional Transportation System to serve the transportation needs of the region efficiently. The Regional Transportation System will endeavor to provide services that assist each of the Parties to meet federal transit-related requirements, with an equitable allocation of costs.

N. The boundaries of YCIPTA include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis and the Town of Wellton, as well as all of the unincorporated areas within Yuma County.

O. Members. The Members of YCIPTA are currently:

1. Yuma County
2. City of Yuma
3. City of San Luis
4. City of Somerton
5. Town of Wellton
6. NAU – Yuma
7. Arizona Western College
8. Cocopah Indian Tribe

P. The YCIPTA may be dissolved in accordance with the provisions of A.R.S. §28-9104, and this Master IGA shall terminate following dissolution and the winding up of the affairs of YCIPTA.

Q. The growth of Yuma County's population to more than two hundred thousand persons shall not cause the dissolution of YCIPTA pursuant to A.R.S. §28-9104(C).

AGREEMENTS

For and in consideration of the covenants and conditions hereinafter set forth, it is agreed as follows:

1. **Power and Authority.** YCIPTA agrees that it will perform all functions required by statute.

1.1 **Sole Authority.** The Parties agree that YCIPTA shall have sole authority for designing, operating and maintaining the Regional Transportation System, including a regional bus system (the "Bus System") and community funded transportation services including dial-a-ride programs and special needs transportation services within the boundaries established and subject to the terms and conditions of this Master IGA and any Service Agreements or Service Provider Agreements.

1.2 **Definitions.** As used in this Master IGA, the enumerated terms shall be defined as follows:

A. "Regional Transportation System" means a system of public transportation within the boundaries of YCIPTA including a regional bus system and community funded transportation services including dial-a-ride programs and special needs transportation services as developed by YCIPTA.

B. "Public Transportation Program" means the five year public transportation program described in A.R.S. §28-9123B.

C. "Regional Transportation Plan" means the plan adopted by Yuma Metropolitan Planning Organization pursuant to requirements of the Federal Transit Administration.

D. "Public Transportation System" means a system of public transportation established pursuant to A.R.S. §28-9124A, and is used interchangeably with the term "Regional Transportation System."

1.3 **Service Provider Agreements.** YCIPTA may enter into one or more Service Provider Agreements as part of the Regional Transportation System. No new public transportation services may be provided by any Party to this Master IGA after the Effective Date, except as provided in the plans for the Regional Transportation System (the "Public Transportation Program") or with the approval of YCIPTA.

1.4 **Coordination.** YCIPTA shall be responsible for coordinating and implementing among the Parties the establishment of the Public Transportation Program, subject to the terms of this Master IGA, any Service Agreements and any Service Provider Agreements.

1.5 **YCIPTA Treasurer and Accounting Systems.** YCIPTA has entered into an intergovernmental agreement with the Yuma County Treasurer to provide financial services for YCIPTA.

1.6 **Non-Member Participation.** An agency, person, or entity that is not a Party to this Master IGA, but wishes to purchase transit services from YCIPTA shall be required to enter into a Service Agreement that describes the services to be purchased and assigns responsibilities for construction, operation and maintenance of the services and any related capital improvements.

1.7 **Voting Rights.** Each Member, through its appointed Director, will have one equally weighted vote on any decision that does not involve program funding. For votes on funding matters, each Member of YCIPTA, through its appointed Director, will have one vote, regardless of the respective financial contributions of any individual entity toward program funding. Additional votes on program funding matters will be granted to only those Member entities making financial contributions to the particular program being voted upon. In those instances, the appointed Director of any Member entity contributing 35% or more of the funding for a specific program will be entitled to four (4) additional votes, for a total of five (5) votes.

2. **Responsibilities of the Members.**

2.1 **Collaboration for Planning**. Each of the Parties shall, upon request, collaborate with the planning staff of YCIPTA as required by the Federal Transit Administration ("FTA") to maintain the Regional Transportation Plan adopted by Yuma Metropolitan Planning Organization ("YMPO").

2.2 **Furnishing Update for Plans**. Each of the Members shall, upon request, provide YCIPTA staff with updates for inclusion in the Regional Transportation Plan and/or Public Transportation Program as appropriate.

2.3 **Contribution of Funding.** Each of the Members shall timely contribute its designated share of non-federal funds pursuant to a formula to be developed and adopted annually by the YCIPTA with the approval by resolution of each Member in its budgetary process. The current formula is the same formula applied by YMPO, to wit:

Contributions FY 2011/2012

Agency	Funding	%
Yuma County	$ 154,960	30.30%
City of Yuma	$ 200,000	39.10%
City of Somerton	$ 29,919	5.85%
Town of Wellton	$ 14,499	2.85%
City of San Luis	$ 70,572	13.80%
Cocopah Tribe	$ 41,496	8.11%
Arizona Western College	$50,000*	0.00%
Northern Arizona University	$3,400*	0.00%
TOTAL	**$564,846**	**100%**

*Arizona Western College and Northern Arizona University each have a separate memorandum of understanding with YCIPTA and their contributions are based on their student populations per semester. The numbers reflected above are based on their participation as of January 2012 for half the fiscal year.

2.4 **Qualifying YCIPTA as Designated Recipient.** YMPO is the designated recipient of federal funds for the area included in the boundaries of YCIPTA, and will remain as such until YCIPTA is designated as a recipient and/or a grantee of federal funds. Each of the Members shall, at the request of YCIPTA or YMPO, take such actions as are necessary to secure the designation of YCIPTA as the recipient and/or grantee of federal funds for the area included in the boundaries of YCIPTA.

2.5 **Cooperation Regarding Federal Funding.** Each of the Members will support the pursuit of federal funds that will enable YCIPTA to achieve its goals.

3. **Records and Audit Rights.**

Each Member's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by YCIPTA or a funding agency to substantiate charges and claims related to this Master IGA shall be open to inspection and subject to audit and/or reproduction by authorized representatives of YCIPTA, the FTA, and the Auditor General of the State of Arizona ("Auditors"), as applicable, to the extent necessary to adequately permit evaluation and verification of the performance of the work, and to conduct and prepare all audits and reports required by law. Auditors shall be afforded access, at reasonable times and places, to a Member's pertinent records and personnel, pursuant to the provisions of this Section, throughout the terms of this Agreement, and for a period of five (5) years after last or final payment.

4. **Mediation.**

4.1 **Dispute Resolution.** If a dispute arises out of or relates to this agreement and if the dispute cannot be resolved through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. This section does not constitute a waiver of the parties' rights to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

4.2 **Fees and Costs.** Each Party agrees to bear its own fees and costs in mediation. The Parties shall enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The Parties shall share equally the mediators' fees and mediation expenses.

5. **Term.** This Master IGA shall be for an Initial Term of twenty-five (25) years, commencing on the Effective Date and continuing on an annual basis thereafter until terminated.

6. **Insurance and Indemnification.**

6.1 **Liability Insurance.** YCIPTA shall maintain, and shall require Service Provider to maintain, insurance for activities associated with operating a public transportation system. Insurance provided by YCIPTA or its Service Provider will include property, general liability, business/auto transit, public officials errors and omissions, employment practices liability and umbrella liability at levels deemed appropriate by the YCIPTA Board of Directors. YCIPTA, and a Service Provider, as applicable, will purchase the insurance policies and keep them on file for all Members to review, and provide certificates of insurance naming each Member entity as additional insured. Such insurance shall be in an amount of not less than Thirty Million Dollars ($30,000,000) and shall be primary against all related claims. The policy of insurance shall contain a waiver of subrogation against any Member, its departments, agencies, boards, representatives, commissions, officers, officials, agent and employees for any losses or claims paid.

Service IGA's and Service Provider Agreements may require additional insurance to be maintained against risks arising from or related to the services provided pursuant to such IGA or Agreement.

6.2 **Indemnification.** YCIPTA (as "Indemnitor") agrees to defend, indemnify and hold harmless the Member entites, their officers, officials, employees, agents, representatives and directors (collectively the "Indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys fees and other reasonable costs of defense and any appeals) (collectively "Claims"), which may be imposed upon, incurred by or asserted against the Indemnitee, attributable (directly or indirectly) to, or arising in any manner by reason of,

the act, omission, negligence, misconduct or other fault of the Indemnitor, or of any agent, officer, servant or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable in the performance of this Master IGA.

Insurance provisions set forth in this Master IGA are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

7. **Conflict of Interest.** This Agreement is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. §38-511.

8. **Adherence to Laws.** YCIPTA and all committees, subcommittees and advisory committees appointed by the YCIPTA Board of Directors are subject to and shall adhere to all of the requirements of the Arizona Open Meeting Law (A.R.S. §38-431 et seq.), the Conflicts of Interest Law (A.R.S. §38-501 et seq.) and the Public Records Law (A.R.S. §39-121 et seq.) as they may from time to time be amended.

9. **Withdrawal**. A Member may resign from YCIPTA by appropriate resolution of the Member's governing body delivered to the YCIPTA Board of Directors. Delivery of the resignation shall divest the Member of voting rights and representation on the Board of Directors. Such resignation shall not relieve the Member of any accrued obligation to pay dues, assessments or other charges which have accrued prior to the effective date of the Member's resignation. No Member shall have any right to the return or withdrawal of any capital contributions to YCIPTA, unless such withdrawal is consented to by all other Members.

10. **General Provisions.**

10.1 **Entire Agreement.** This Master IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

10.2 **Governing Law and Venue.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona. The Parties shall institute and maintain any legal actions or judicial proceedings arising from this Master IGA in Yuma County Superior Court. The Parties irrevocably consent to jurisdiction and venue in such court, and agree not to seek transfer or removal of any action therefrom.

10.3 **Assignability.** This Agreement is non-assignable in whole or in part by any Party hereto without the written consent of all Parties.

10.4 **Modifications.** Except as otherwise specifically provided in this Master IGA, any amendment, modification or variation of the terms of this Master IGA requires the written approval of all Parties.

10.5 **Attorneys Fees and Damages Limitation.** In the event any Party brings any action for any relief, declaratory or otherwise, arising out of this Master IGA, or on account of any breach or default of this Master IGA, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys fees and reasonable costs and expenses, as determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages.

10.6 **Individual Nonliability.** Unless expressly stated otherwise in this Master IGA, no Member, official, representative, agent, attorney or employee shall be individually liable for any obligation of YCIPTA.

10.7 **Notices.** All notices or demand required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. Services shall be deemed complete within three (3) business days of mailing, or actual receipt of notice, whichever is first.

If to YCIPTA:
Transit Director
2715 East 14th Street
Yuma, Arizona 85365
Tel: (928) 539-7076 ext 237
Fax: (928) 783-0309

If to County:
County Administrator
198 S. Main St.
Yuma, Arizona 85364
Tel: (928) 373-1010
Fax: (928) 373-1120

If to Yuma:
City Administrator
One City Plaza
Yuma, Arizona 85364
Tel: (928) 373-5011
Fax: (928) 373-5012

If to San Luis:
City Manager
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349
Tel: (928) 341-8520
Fax: (928) 341-8539

If to Somerton:
City Manager
110 North State Avenue
P.O. Box 637
Somerton, Arizona 85350
Tel: (928) 627-8866
Fax: (928) 627-3794

If to Wellton:
Town Manager
28364 Oakland Avenue
Wellton, Arizona 85356
Tel: (928) 785-3348
Fax: (928) 785-4374

If to NAU-Yuma:
Campus Executive Officer
P.O. Box 6236
Yuma, Arizona 85366-6236
Tel: (928) 317-6400
Fax: (928) 317-6419

If to AWC:
President
P.O. Box 929
Yuma, Arizona 85366-0929
Tel: (928) 344-7501
Fax: (928) 344-7730

If to Cocopah:
Chairperson
Cocopah Indian Tribe
14515 S. Veterans Drive
Somerton, AZ 85350
Tel: (928) 627-2102
Fax: (928) 627-1617

10.8 **Force Majeure.** No Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

10.9 **Counterparts.** This Master IGA may be executed in one or more

counterparts, and each originally executed duplicate counterpart of this Master IGA shall be deemed to possess the full force and effect of the original.

10.10 **Severability.** If any term or provision of this Master IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Master IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

10.11 **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Master IGA, and that the person signing on behalf of each Party has been properly authorized and empowered to enter this Master IGA. Each Party further acknowledges that it has read this Master IGA, understands it, and agrees to be bound by it.

10.12 **Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Master IGA.

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

Attest:

Robert L. Pickels, Jr.
County Administrator/Clerk of the Board

By: _____
Gregory S. Ferguson
Chairman of the Board

CITY OF YUMA, an Arizona municipal corporation

Attest:

_____
Lynda Bushong
City Clerk

By: _____
Greg Wilkinson
City Administrator

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:

_____
Sonia Cuello
City Clerk

By: _____
Juan Carlos Escamilla
Mayor

10.10 **Severability.** If any term or provision of this Master IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Master IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

10.11 **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Master IGA, and that the person signing on behalf of each Party has been properly authorized and empowered to enter this Master IGA. Each Party further acknowledges that it has read this Master IGA, understands it, and agrees to be bound by it.

10.12 **Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Master IGA.

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

Attest:

_____
Robert L. Pickels, Jr.
Clerk of the Board

By:_____
Gregory S. Ferguson
Chairman of the Board

CITY OF YUMA, an Arizona municipal corporation

Attest:

_____
Lynda Bushong
City Clerk

By:_____ MAY 31, 2012
Greg Wilkinson
City Administrator

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:

_____
Sonia Cuello
City Clerk

By:_____
Juan Carlos Escamilla
Mayor

CITY OF SOMERTON, an Arizona municipal corporation

Attest:

_____
Bill Lee
City Clerk

By:_____
Martin Porchas
Mayor

counterparts, and each originally executed duplicate counterpart of this Master IGA shall be deemed to possess the full force and effect of the original.

10.10 **Severability.** If any term or provision of this Master IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Master IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

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Attest:

_____
Clerk of the Board

By:_____
Chairman of the Board

CITY OF YUMA, an Arizona municipal corporation

Attest:

_____
City Clerk

By:_____
City Administrator

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:

_____
City Clerk

By: Juan C Escamilla
Mayor

Attest:

Bill Lee
City Clerk

CITY OF SOMERTON, an Arizona municipal corporation

By: _____
Martin Porchas
Mayor

Attest:

_____
Christy Isbell
Board Secretary

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

By: _____
John Andoh
Transit Director

Attest:

_____
Rodney L. Rinehart
Town Clerk

TOWN OF WELLTON, an Arizona municipal corporation

By: _____
James L. Deermer
Mayor

Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

By: _____
John Haeger
President

ARIZONA WESTERN COLLEGE, an Arizona community college

By: _____
Dr. Glenn E. Mayle
President

COCOPAH INDIAN TRIBE, pursuant to the Indian Reorganization Act of 1934

By: _____
Sherry Cordova
Chairperson

Attest:

_____
Bill Lee
City Clerk

CITY OF SOMERTON, an Arizona municipal corporation

By:_____
Martin Porchas
Mayor

Attest:

Christy Isbell
Christy Isbell
Board Secretary

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

By: _____
John Andoh
Transit Director

Attest:

_____
Rodney L. Rinehart
Town Clerk

TOWN OF WELLTON, an Arizona municipal corporation

By:_____
James L. Deermer
Mayor

Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

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ARIZONA WESTERN COLLEGE, an Arizona community college

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Sherry Cordova
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Attest:

_____
Bill Lee
City Clerk

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By:_____
Martin Porchas
Mayor

Attest:

_____
Christy Isbell
Board Secretary

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

By: _____
John Andoh
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By:_____
Dr. Glenn E. Mayle
President

COCOPAH INDIAN TRIBE, pursuant to the Indian Reorganization Act of 1934

By: _____
Sherry Cordova
Chairperson

CITY OF SOMERTON, an Arizona municipal corporation

Attest:

_____
City Clerk

By:_____
Mayor

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

Attest:

_____

By: _____
John Andoh,

TOWN OF WELLTON, an Arizona municipal corporation

Attest:

_____
Town Clerk

By:_____
Mayor

Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

By:_____
President

AWC, an Arizona community college

By:_____
President

COCOPAH INDIAN TRIBE, pursuant to the Indian Reorganization Act of 1934

By: _____
Chairperson

Attest:

Bill Lee
City Clerk

CITY OF SOMERTON, an Arizona municipal corporation

By: _____
Martin Porchas
Mayor

Attest:

Christy Isbell
Board Secretary

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

By: _____
John Andoh
Transit Director

Attest:

Rodney L. Rinehart
Town Clerk

TOWN OF WELLTON, an Arizona municipal corporation

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James L. Deerner
Mayor

Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

By: _____
John Haeger
President

ARIZONA WESTERN COLLEGE, an Arizona community college

By: Glenn E. Mayle
Dr. Glenn E. Mayle
President

COCOPAH INDIAN TRIBE, pursuant to the Indian Reorganization Act of 1934

By: _____
Sherry Cordova
Chairperson

CITY OF SOMERTON, an Arizona municipal corporation

Attest:

_____
City Clerk

By:_____
Mayor

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

Attest:

_____

By: _____
John Andoh,

TOWN OF WELLTON, an Arizona municipal corporation

Attest:

_____
Town Clerk

By:_____
Mayor

Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

By:_____
President

AWC, an Arizona community college

By:_____
President

COCOPAH INDIAN TRIBE, pursuant to the Indian Reorganization Act of 1934

By: _____
Chairperson

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this 12 day of April, 2012

By: _____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By: _____
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By: _____
Glenn Gimbut
San Luis City Attorney

Dated this _____ day of _____, 2012

By: _____
Gerald Hunt
Somerton City Attorney

Dated this _____ day of _____, 2012

By: _____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By: _____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By: Richard W. Files (For)
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
Glenn Gimbut
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Gerald Hunt
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Yuma City Attorney

Dated this 7th day of April, 2012

By:_____
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

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Dated this _____ day of _____, 2012

By:_____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
Glenn Gimbut
San Luis City Attorney

Dated this 1st day of June, 2012

By:_____
Gerald Hunt
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
Glenn Gimbut
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Gerald Hunt
Somerton City Attorney

Dated this 24 day of MAY, 2012

By:_____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Wellton Town Attorney

Dated this 20th day of April, 2012

By: Michelle Q. Fisher
Attorney for Arizona Board of Regents

Dated this 8th day of May, 2012

By: John C. Richardson
Attorney for Arizona Western College

Dated this _____ day of _____, 2012

By:_____
Michael M. Smith
Attorney for Cocopah Indian Tribe

Dated this _____ day of _____, 2012

By:_____
Wayne C. Benesch
Attorney for YCIPTA

Dated this _____ day of _____, 2012

By:_____
Attorney for Arizona Western College

Dated this 29 day of March, 2012

By:_____
Attorney for Cocopah Indian Tribe

Dated this 2nd day of May, 2012

By: Wayne C Bennett
Attorney for YCIPTA

Exhibit "A"

RESOLUTION NO. R2010-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING THE CITY'S PARTICIPATION IN AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY WITH A SUNSET CLAUSE

WHEREAS, an Intergovernmental Public Transportation Authority (IPTA) is a public body organized in counties with populations of 200,000 or less to operate public transportation systems in a designated operating area; and,

WHEREAS, the City of Yuma acknowledges a need for public transportation; and,

WHEREAS, an IPTA is eligible to apply for and receive United States Department of Transportation grants for operation of a public transportation system until such time as the urbanized area exceeds 200,000 population; and

WHEREAS, until such time as a Regional Transportation Authority is formed and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the IPTA is no longer eligible to receive transportation system operational grants, it is the intent of the City of Yuma to petition the Yuma County Board of Supervisors for the formation of an IPTA and to participate therein; and,

WHEREAS, an initial IPTA Board of Directors shall be appointed by the governing bodies/participants of the public entities, with at least five (5), but not more than nine (9) members on the board; and,

WHEREAS one board member of the IPTA will be appointed by the County Board of Supervisors if any part of the authority is located in an unincorporated area of Yuma County with the balance of the members apportioned among the participating municipalities according to their respective populations; and,

WHEREAS, Yuma County has offered to provide support functions regarding financial services and human resource assistance upon request by the organizing board of the IPTA; and,

WHEREAS, it is reasonably anticipated that the other participating entities would offer similar support as resources may allow.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma as follows:

SECTION 1: That the City Administrator is hereby authorized to perform all necessary acts to petition the Yuma County Board of Supervisors to form an Intergovernmental Public Transportation Authority pursuant to Arizona Revised Statutes (A.R.S.) §28-9101 et seq.

SECTION 2: That the City of Yuma shall participate in the IPTA until such time as a Regional Transportation Authority is formed pursuant to A.R.S. § 48-5301 et seq. and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the IPTA is no longer eligible to receive transportation system operational grants.

SECTION 3: That the City Administrator shall give 90 days written notice of the City's intent to withdraw from the IPTA and thereafter withdraw from the IPTA when either: (1) the IPTA is no longer eligible, as determined by United States Department of Transportation criteria, to receive federal transportation system operational grants, or (2) a Regional Transportation Authority is formed and more than one year has passed since the formation of the Regional Transportation Authority and (a) no election on a transportation excise tax to fund a regional transportation system has been held, or (b) an election on a transportation excise tax has been held and the qualified electors of Yuma County have either approved or rejected the ballot measure.

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

Adopted this 20th day of October, 2010.

APPROVED:

Alan L. Krieger,
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files (for)
Steven W. Moore
City Attorney

Exhibit "B"

City of San Luis

P.O. Box 1170
1090 E. Union Street
San Luis, AZ 85349-1170
Ph (928) 341-8520 • Fax (928) 341-8539

October 7, 2010

Kathryn R. "Casey" Prochaska, Chairman
Yuma County Board of Supervisors
198 S. Main Street
Yuma, AZ 85364

RE: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. §28-9101, et seq.

Dear Chairman Prochaska,

The City Council for the City of San Luis, having voted in a public meeting on October 13, 2010, and pursuant to A.R.S. §28-9102, hereby requests the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundary of the City of San Luis, and any other city or town within Yuma County petitioning for said formation.

It is further requested that all actions described in A.R.S. §28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise the City Manager for the City of San Luis as to what additional steps and actions may be required of the City of San Luis toward completion of the requested action.

Sincerely,

Juan C Escamilla

Juan Carlos Escamilla
Mayor

JUAN CARLOS ESCAMILLA, Mayor
GERARDO SANCHEZ, Vice Mayor
MARIO BUCHANAN JR., Council Member
MARCO A. PINZON, Council Member
AFRICA LUNA-CARRASCO, Council Member
JOSE LEONARDO SUAREZ, Council Member
RAFAEL TORRES, Council Member
RALPH VELEZ, City Manager

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

RESOLUTION NO.903

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING JOINING IN THE FORMATION OF AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY IN YUMA COUNTY, ARIZONA; BECOMING A MEMBER OF SUCH AN AUTHORITY; AND AUTHORIZING PETITIONING THE BOARD OF SUPERVISORS OF YUMA COUNTY, ARIZONA FOR SUCH FORMATION

Whereas, Chapter 26 of Title 28 of the Arizona Revised Statutes provides for the Intergovernmental Public Transportation Authorities;

Whereas, the formation of such an authority is deemed to be in the best interests of the citizens and residents of the City of San Luis, State of Arizona;

Whereas, A.R.S. §28-9102 provides that to form such an authority, the governing body of one or more incorporated cities or towns may petition the county board of supervisors to establish such an authority; and

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

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

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

Section 2: That the Mayor is hereby authorized to petition the Board of Supervisors of Yuma County, Arizona of behalf of the City of San Luis, Arizona, to form an Intergovernmental Public Transportation Authority and to execute any document needed or necessary to accomplish and/or effectuate such formation.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 13th day of October, 2010.

Juan C Escamilla

Juan Carlos Escamilla, Mayor

ATTEST:

for Sonia Cuello, City Clerk

APPROVED AS TO FORM:

Glenn Gimbut, City Attorney

Exhibit "C"

CITY OF SOMERTON
MINUTES
REGULAR COUNCIL MEETING
OF THE CITY COUNCIL

7:00 P.M. Tuesday September 21, 2010

Council Members:	Staff:	
M. Porchas, Mayor	B. Lee, City Manager	(P)
A. Magaña, Vice-Mayor	L. Galaviz, Park & Rec. Dir	(P)
L. Ramirez	B.B. Cotman, Int. Chief of Police	(P)
G. Anaya	S. Palacios, Int. Public Works Dir	(P)
M. Villalpando	G.W. Hunt, City Attorney	(P)
L. Galindo	M. Figueroa, City Magistrate	(A)
J. Yepez	G. Halford, Admin. Svcs. Dir	(P)
	VACANT, Com. Dev. Dir	(A)
	P. De Anda, Fire Chief	(P)

Mayor Porchas called the meeting to order at 7:02 p.m.

Pledge of Allegiance was led by Vice-Mayor Magana and recited in unison.

The City Clerk took Roll Call. Council member Villalpando and Ramirez were absent.

PETITION OR COMMENTS BY THOSE CITIZENS PRESENT

Call to the Public:

NONE

CONSENT AGENDA

1. Arizona's State Treasure's Report LGIP for August 2010
2. Regular Council Meeting Minutes September 7, 2010.

Mayor Porchas requested a motion on the consent agenda. Council member Yepez moved to approve the Consent Agenda as presented. Council Member Galindo seconded. All voted in favor of the motion. Motion passed.

OLD BUSINESS
All items are for discussion and possible action

1. **ORDINANCE 2010-006** AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SOMERTON, ARIZONA, AMENDING THE CITY CODE, "CHAPTER10, OFFENSES" BY ADDING "SECTION 10-1-29, FIREWORKS"

    a) Second Reading by Title Only
    b) Approval of Ordinance

Paul De Anda – presented the second reading of Ordinance 2010-006 and also address the question by Vice-Mayor Magana concerning who has adopted this Ordinance, spoke to Steven Shon from Arizona Marshals Association and gave me a list of participants and they are Payson, Prescott, Tempe, El Mirage, Flagstaff, Kingman, Paradise Valley just to mention a few.

Council member Yepez- are they doing any amendments to that or just going as is? Paul- Carefree did mention New Year's they were going to make an exception.

Council member Yepez- not to satisfy totally banning the fireworks believes we should have special occasions or holidays when they are allowed. Can we later amend something to this.

Jerry Hunt- Yes you can amend the Ordinance. Mayor Porchas- I see it as we don't do it now why start!

Mayor Porchas entered a motion on second reading by title only. Council member Yepez moved to approve the second reading of Ordinance 2010-006. Council member Anaya seconded the motion. All voted in favor of the motion. Motion passed.

Mayor Porchas entered a motion to approve of the Ordinance. Council member Yepez moved to approve the Ordinance. Council members Galindo seconded the motion. All voted in favor of the motion. Motion passed.

2. Update on Sales Tax.

Gary Halford- presented the Council with an update on sales tax collected in the month of august thru today. August received $140,000 in September $85,000 so far.

3. Discussion and possible award of equipment for our Somerton Curbside Recycling Program.

Bill Lee – approval to purchase conveyor belt from local agency for $49,295.00 funded from sanitation budget.

Chris Coil- from Allied waste very interested in the recycling program and once operation is in full force would like to tour facility and maybe even partnering together.

Council member Yepez- next time would like all bidders presented and amount for the bid.

Mayor Porchas entered a motion to award the equipment to AR-2 Mechanical & Consulting, LLC. for the Somerton Curbside Recycling Program. Council member Anaya moved to approve the award. Council member Galindo seconded the motion. All voted in favor of the motion. Motion passed.

4. Request on direction on trial 4 day work week for City employees.

Bill Lee- presented the council the customer and employee surveys that were completed. Bringing this back for direction to keep 4 day work week or back to 5 days.

Council member Yepez- asked if there was a way people could pay their bill somewhere else around town on Friday? Would like to see if we could set something up where people could pay around town.

Mayor Porchas entered a motion to approve 4 day work week.
Patty Salazar took Roll Call:
Jerry Anaya – yea
Jose Yepez- yea
Martin Porchas-yea
Luis Galindo-yea
Arturo Magana- Nay

4 yea and 1 nay. Motion passed.

NEW BUSINESS
All items are for discussion and possible action

1. Discussion and possible direction pertaining to commercial trash collection within the City of Somerton City Limits.

Bill Lee- new legislation in Arizona in which municipalities must open up there commercial trash collection does not affect our residential customers. Should the City stay in commercial trash I believe we should keep it for the next six months and bring it back to council in March 2011 and will see what our numbers look like. Vice-Mayor Magana liked the idea that the City Manager presented to keep it for 6 months.

Mayor Porchas entered a motion to keep commercial trash for the next 6 months. Vice-Mayor Magana moved to approve the six month trial. Council member Galindo seconded the motion. All voted in favor. Motion passed.

2. Discussion and possible direction on possible support for information of Intergovernmental Public Transportation Authority within Yuma County.

Bill Lee- presented document put together by the County Administrator on Public Transportation Authority within Yuma County and what they are looking for is that all the municipalities to sign on to request to form the board made up of the City Managers.

Mayor Porchas moved to approve to support the Intergovernmental Public Transportation Authority. Vice-Mayor Magana seconded the motion. All voted in favor of the motion. Motion Passed.

3. Discussion and possible direction to enter agreement with Humane Society of Yuma.

Bill Lee- city has always had a contract with Humane Society and we have reduced the contract they are no longer picking up dead animals and now falling on our public works department. We are looking into the Community Development to take over the animal control that we have.

Council member Yepez- is there a proper way to dispose of the animals. Pancho- put them in a bag and throw them in the trash. What is the actually cost now? Bill - $2500.00.

Mayor Porchas entered a motion to approve the Humane Society agreement. Vice-Mayor Magana moved to approve the agreement. Council member Galindo seconded the motion. All voted in favor of the motion. Motion passed.

4. Parks and Recreation Commission Appointment

Louie Galaviz- presented Frank Atondo's letter of interest to the Parks and Recreation Commission.

Mayor Porchas entered a motion to approve new Parks and Recreation Commissioner. Vice-Mayor Magana moved to approve Frank Atondo as a new commissioner. Council member Yepez seconded the motion. All voted in favor. Motion passed.

Summary of current events by Mayor, Council Members, and or City Manager, pursuant to A.R.S. §38-431.02(K) provided that the public body does not propose, discuss, deliberate or take legal action on any matter in the summary.

A motion to ADJOURN was made by Mayor Porchas. Motion approved 6-0.

ADJOURNMENT

Meeting was adjourned at 8:30 P. M.

MAYOR MARTIN PORCHAS

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of Tuesday September 21, 2010.

CITY CLERK

City of Somerton

110 N. State Avenue
P.O. Box 638
Somerton, Arizona 85350

(928) 627-8866
Fax: (928) 627-3794
TTD: (928) 627-8866

AGENDA ITEM REVIEW FORM

TO: *Mayor and City Council*

FROM: Bill Lee, City Manager

SUBJECT: **Discussion and Possible Direction on possible support for formation of Intergovernmental Public Transportation Authority within Yuma County.**

DATE: Aug. 10th 2010

Background: See attached letter from County Administrator.

Recommendation: Without LTAF funding from the State this may be one of the only options available to the Cities in Yuma County to keep public transportation available to the public at this time.

Fiscal Impact:

Intergovernmental Public Transportation Authorities

What are they?

Intergovernmental Public Transportation Authorities (IPTA) are public bodies organized in counties with populations of 200,000 or less to operate public transportation systems in a designated operating area.

How are they formed?

The governing bodies of those cities or towns that want to form an IPTA petition the county board of supervisors to establish one. Once the board of supervisors receives the petition, it will hold at least one (1) public hearing in one of the petitioning municipalities to determine public support and whether establishing the authority would be in the public interest. If the board of supervisors determines that establishing the authority would serve the public convenience, necessity, safety or welfare, the board of supervisors shall establish the authority by a resolution that includes a description of the boundaries of the authority.

Can any other organizations be included?

The enabling statutes limit representative membership to cities and towns. However, any university under the jurisdiction of the Arizona board of regents located within a petitioning municipality may become a member by intergovernmental agreement. Further, Indian tribes could be included for service by intergovernmental agreement, but not as members of the IPTA.

What is the operating area?

The area within the incorporated boundary of the municipalities petitioning for the formation will be the operating area for the IPTA. Additionally, if there are intervening unincorporated areas separating those municipalities, then the county must be included in the IPTA.

How would an IPTA be funded in Yuma County?

The dedicated funding currently supporting the YCAT and Dial-A-Ride programs through the Yuma Metropolitan Planning Organization (YMPO) would be used as the local match funding for the IPTA. The IPTA would continue to draw down the Federal Transit Administration (FTA) reimbursement funds that YMPO uses to make up the balance of the transit system costs.

How is the initial IPTA board of directors organized?

The initial board of directors is appointed by the governing bodies of the public entities. There must be at least five (5), but not more than nine (9) members on the board. One (1) member will be appointed by the county board of supervisors is any part of the IPTA boundary is in an unincorporated area. If a university is a member, then the president of the university appoints one (1) member. The balance of the members is apportioned among the participating public entities according to their population.

When would the IPTA take over managing the transit system?

Once the IPTA is formed, the executive director of the regional council of governments (COG) functions as the organizing director of the authority (*note – as Yuma County is an urban planning area, transit functions are managed by the Yuma Metropolitan Planning Organization. As such, the Executive Director of that organization may qualify to serve as the initial organizing director of the IPTA). As soon as possible, the organizing board appoints a general manager and the executive director of the COG is relieved. The organizing board will also employ other employees as may be necessary. Once the appropriate employees are in place, the IPTA should be in a position to assume all management functions for the transit system.

Where would the IPTA offices be located?

Initially, the IPTA would likely maintain offices within the Yuma Metropolitan Planning Organization building.

Would operational support be offered by other public entities?

Yuma County would continue to offer support functions (financial services, human resources assistance, etc.) as may be requested by the organizing board of the IPTA. Further, it is anticipated that the other participating entities would offer similar support as resources may allow.

September 14, 2010

Kathryn R. "Casey" Prochaska, Chairman
Yuma County Board of Supervisors
198 S. Main St.
Yuma, Arizona 85364

Re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. § 28-9101, et seq.

Dear Chairman Prochaska:

The undersigned cities and towns of Yuma County, having voted in a public meeting, and pursuant to A.R.S. § 28-9102, hereby request the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities and town requesting formation, and any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

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

Sincerely,

James Deermer, Mayor
Town of Wellton

Martin Porchas, Mayor
City of Somerton

Al Krieger, Mayor
City of Yuma

Juan Carlos Escamilla, Mayor
City of San Luis

Exhibit "D"

September 14, 2010

Kathryn R. "Casey" Prochaska, Chairman
Yuma County Board of Supervisors
198 S. Main St.
Yuma, Arizona 85364

Re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. § 28-9101, et seq.

Dear Chairman Prochaska:

The undersigned cities and towns of Yuma County, having voted in a public meeting, and pursuant to A.R.S. § 28-9102, hereby request the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities and town requesting formation, and any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

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

Sincerely,

James Deerner, Mayor
Town of Wellton

Martin Porchas, Mayor
City of Somerton

Al Krieger, Mayor
City of Yuma

Juan Carlos Escamilla, Mayor
City of San Luis

OFFICE OF THE
WELLTON TOWN COUNCIL
28634 Oakland Avenue
Wellton, Arizona 85356

TOWN OF WELLTON
COUNCIL MINUTES
SEPTEMBER 21, 2010

Mayor James L. Deermer called the regular session to order at 7:00 p.m. on Tuesday, September 21, 2010, lead the pledge of allegiance and gave the invocation. Roll call was taken.

Council Members Present: Mayor James L. Deermer, Vice Mayor Emma Q. Moser and Councilmen J. Keith Milam, Cecilia C. McCollough and Alejandro M. Bejarano establishing there was a quorum present.

Staff Present: Town Manager Rodney L. Rinehart, Deputy Town Clerk Becky J. Hopkins, Police Chief Keith W. Titus, Judge Cora M. Romine, Fire Chief Mark Rivera and Public Works Director Joe Grant.

Guests: Juell and Vera Barker, Gilbert Lopez Jr. and Terry Signor.

- **Call To The Public** - No Comments

- **Department Head Reports**
  - **A. Police Department**
  - **B. Magistrate & Court Department**
  - **C. Fire Department**
  - **D. Public Works Department**

The Police Department, Town Magistrate, Fire Department and Public Works Department heads gave the Council a summary of their Department's current activity.

DISCUSSION AND ACTION ITEMS

Discussion and possible action to sponsor a petition to submit to the Yuma County Board of Supervisors to form an independent Transportation Authority.

A motion was made by Councilman Milam, seconded by Vice Mayor Moser, to submit a petition to the Yuma County Board of Supervisors to form an independent Transportation Authority. Voice vote 5-0, motion carried.

2. **Discussion and action to enter into contract #103-11 with the State of Arizona, Department of Housing, for a grant in the amount of $566,376 to construct water system improvements.**

A motion was made by Councilman Bejarano, seconded by Councilman McCollough, to enter into CDBG contract #103-11 with the State of Arizona, Department of Housing, for a grant in the Amount of $566,376 to construct water system improvements. Voice vote 5-0, motion carried.

3. Discussion and possible action on the payment arrangements for the water meter at the new Border Patrol Station site:

Town Manager Rinehart gave the Council a handout showing the different size meters and the prices. The Corps of Engineers omitted the meter and the backflow preventer from their plans. Now that the water line is in, it is time for them to purchase a meter from the Town. They have had their legal department weighing the options of who is responsible for the meter.

It is now a moot point since the manager of Okland Construction, the contract, came into the office this afternoon and said they would pay for the meter in full.

4. Other Reports

Councilman Bejarano commented on the nuisances around Town and stated that we need to follow up on these cases. Town Manager Rinehart said he and Police Chief Titus would put their heads together and get a handle on this situation.

Mayor Deermer said he had a complaint about a man who was attacked by a pack of dogs. Chief Titus said he would have an office follow up on this incident.

5. Manager's Report

Town Manager Rinehart reported on the following items:

- The Planning Assistance for Rural Areas (PARA) study is planning to host an Open House for the community's input on October 27th;
- Bids for the Water Control Services Building are due on Monday, September 27th at 5:00 p.m.
- We are in the process of reevaluating our Commercial Sanitation rates in light of the House Bill passed which allows competition for Commercial Sanitation Services in all municipalities.

6. Executive Session

A. For legal, real estate or personnel Matters pursuant to A.R.S. Section 38-431.03, Section A (1), (3) And (7).

There was no need for an Executive Session.

7. Adjournment

A motion was made by Vice Mayor Moser, seconded by Councilman Bejarano, to adjourn. Voice vote 5-0. Motion carried. Meeting adjourned at 7:36 p.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Wellton, Arizona held on the 21st day of September 2010. I further certify that the meeting was duly called and held and that a quorum was present.

Approved this 5th day of October 2010

Rodney L. Rinehart
Town Manager/Clerk

OFFICE OF THE
WELLTON TOWN COUNCIL
28634 Oakland Avenue
Wellton, Arizona 85356

TOWN OF WELLTON
COUNCIL MINUTES
JANUARY 18, 2011

Mayor James L. Deermer called the regular session to order at 7:00 p.m. on Tuesday, January 18, 2011, lead the pledge of allegiance and gave the invocation. Roll call was taken.

Council Members Present: Mayor James L. Deermer, Vice Mayor Emma Q. Moser and Councilmen J. Keith Milam, Cecilia C. McCollough and Alejandro M. Bejarano establishing there was a quorum present.

Staff Present: Town Manager Rodney L. Rinehart, Deputy Town Clerk Becky J. Hopkins, Police Chief Keith W. Titus, Fire Chief Mark Rivera and Public Works Director Joe Grant.

Guests: Juell & Vera Barker, Mr. & Mrs. Jerome Wells and Judge Russ Jones.

- **Call To The Public** - No Comments

- **Department Head Reports**
  - A. Police Department
  - B. Magistrate & Court Department
  - C. Fire Department
  - D. Public Works Department

The Police Department, Fire Department and Public Works Department heads gave the Council a summary of their Department's current activity.

DISCUSSION AND ACTION ITEMS

1. **Approval of Cash Disbursements List**
   - **A. For the month of December 2010**

A motion was made by Vice Mayor Moser, seconded by Councilman McCollough, to approve the Cash Disbursements List for the month of December 2010. Voice vote 5-0, motion carried.

2. **Approval of Minutes**
   - **A. For the Regular Meeting of November 16, 2010**
   - **B. For the Regular Meeting of December 7, 2010**
   - **C. For the Regular Meeting of December 21, 2010**

A motion was made by Councilman Milam, seconded by Councilman Moser, to approve the minutes of the regular meeting of November 16, 2010, the regular meeting of December 7, 2010 and the regular meeting of December 21, 2010. Voice vote 5-0, motion carried.

3. Presentation by Police Chief Titus on the current Nuisance Ordinance.

Police Chief Titus gave the Council a PowerPoint presentation and a hand out to review.

After the presentation he summed up with these recommendations:

- Conducted a complete review of current cases the Police Department has identified of which there are twenty-four (24);
- complete a communication risk review;
- revise the entire nuisance process as it is not in compliance
- update the Nuisance Ordinance;
- we will need to revise and update the forms
- Chief Titus suggests putting a form on the website for people to report nuisances.
- He and his Department can create a data base so these properties can be tracked.

Chief Titus commented on whether this process was or could be considered a civil violation vs. a criminal violation. He recommended our initial focus be on a voluntary compliance vs. coercive compliance; the more voluntary it is, the less expensive it will be, less controversial, otherwise we go back to writing tickets. The nuisance abatement process for just one home can take time, staffing and funding; funding that will have to be budgeted.

During his Departments research of this issue, it was found that A.R.S. 13-2917 made the non-compliance of a nuisance a class 2 misdemeanor. According to this statute our Town Attorney would have to bring action in superior court to abate, enjoin and prevent the nuisance vs. bringing action to our municipal court.

If a residents property gets to the point that Town Attorney Engler has to bring action for abatement to the Superior Court to issue an abatement notice and the notice is issued, the town staff will do the clean up and document our time and we can then place a lien on the property. He pointed out that this can possibly be a very expensive process.

In addition to the above, when Chief Titus discussed this issue with our prosecuting attorney, Mr. Gregory Torok, he felt our nuisance ordinance is out of date and is not prosecutable and he would be reluctant to prosecute.

Town Manager Rinehart suggested that we do a little further research and compare Yuma County and the City of Yuma's nuisance procedures with ours to see what alternatives are available The Council wants to have a work session with them, the Town Manager and the Police Chief to discuss our options when we have these comparisons and go from there.

4. Recess as Common Council of the Town of Wellton and convene a public hearing as the Board of Adjustment of the Town of Wellton to consider the following item:

Common Council recessed at 7:30 p.m. and convened as the Board of Adjustment.

A. **<u>VARIANCE CASE #11-401</u>: Mr. and Mrs. Jerome Wells request a Variance of three (3) foot from a six (6) foot required interior yard setback to construct an unattached carport between his home and the property line located at 30211 Mountain View Avenue.**

The Council was given a packet of information which included property diagrams, pictures and a letter from both their neighbors stating they have no problems with the position of the carport. After reviewing all the information, the Board of Adjustment agreed, by consensus, to recommend approval of the Variance request to the Council.

B. Adjourn as Board of Adjustment for the Town of Wellton and reconvene as the Common Council of the Town of Wellton.

Board of Adjustment meeting adjourned and the Common Council reconvened at 7:35 p.m.

5. Discussion and action to consider recommendations of the Board of Adjustment for the Town of Wellton in the matter of Variance Case #11-401.

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser, to accept the recommendation of the Board of Adjustment and approve Variance Case #11-401. Voice vote 5-0, motion carried.

Discussion and action to appoint Town Manager Rodney L. Rinehart to the Intergovernmental Public Transportation Authority (IPTA).

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser to appoint Town Manager Rodney L. Rinehart to the Intergovemmental Public Transportation Authority (IPTA). Voice vote 5-0, motion carried.

7. Discussion and action to enter into an Intergovernmental Agreement between the Yuma County Flood Control District and the Town of Wellton to adopt the latest edition of the "Regulations" to be used to delineate, govern, and manage Special Flood Hazard Areas ("SFHA") within the Town of Wellton.

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser to enter into an Intergovernmental Agreement between the Yuma County Flood Control District and the Town of Wellton to adopt the latest edition of the "Regulations" to be used to delineate, govern, and manage Special Flood Hazard Areas (SFHA) within the Town of Wellton. Voice vote 5-0, motion carried.

8. First reading of Ordinance #106, an ordinance of the Town of Wellton, Arizona, amending the Wellton Town Code, amending Section 8-6, renaming this section Manufactured Homes, Mobile Homes, Recreation Vehicles and Travel Trailers from Manufactured Home Placement Permits and providing regulations for each type of structure.

Town Manager Rinehart addressed the Council informing them that he feels some people have gotten the idea that we are restricting these types of residences in the Town but it is just the opposite, we are just hoping to give the Town staff guidelines on standards when these units are being used as principle living quarters on Town lots.

Mayor Deermer acknowledges Juell Barker who wishes to speak to this subject. Mr. Barker made the following comments: He wants to discuss public input on Council meetings. He is

concerned that citizens don't have enough timely or convenient access agendas so they can speak to the items on the agenda and so he feels that the staff should notify the public in the newsletter each month as to what will be discussed at the Council meetings each month and to inform the public when they can pick up an agenda. Also he feels the staff should pass out any documentation or information the Council receives at a Council meeting because it is germane to the agenda item and so the public will have the same advantage as the Council in the decision making process.

Mr. Barker then began to comment on the draft ordinance the staff had presented to provide guidelines for manufactured homes, mobile homes, recreational vehicles and travel trailers. He first wanted to comment on item #4 under travel trailers. He didn't feel we should restrict travel trailers from being used as storage sheds or in his words "you cannot store things in a travel trailer that is in storage". He feels this is going to have an unintended consequence because you have a lot of people that store items in their travel trailers in a designated storage area at the RV parks they live in. Now we are trying to say that is illegal. He doesn't think that is what we intended to do. He feels we want to clean up Wellton and he suggests we call this program the Wellton Appearance Improvement Program. He feels this is what we want to address. He feels we should cut this item from the Ordinance and draft another Ordinance and call it the Wellton Appearance Improvement Program.

Mr. Barker then addressed the issue of allowing Arizona Rooms on a travel trailer and went on to discuss low income housing and the types of homes a person or family could afford if they are only living on Social Security. These low income residents benefit greatly if they have the extra space an Arizona Room would afford them. He felt the solution was to enforce the CC&R's and if need be, to make amendments to the CC&R's.

Council Person Bejarano addressed the Council and public and informed them he had done a little research on the CC&R's at Butterfield Bluff Estates 3 which does allow travel trailers on the last street of the subdivision, but the CC&R's in Butterfield Bluff Estates 2 does not allow travel trailers at all. Council Person Bejarano does not think we should impose an ordinance on the Town that would restrict the use of the RV's, travel trailers and 5-wheels throughout the whole town especially if it affects a low income housing RV park.

Councilman Bejarano feels we should look into the CC&R's of each subdivision before we proceed to restrict the use of these trailers Town wide. He felt going into RV Parks and establishing new standards for them was discriminatory.

Mayor Deermer commented that the intent was not to include RV Parks in this Ordinance; it was for individual lots in subdivisions in Town some of which do not have CC&R's. If someone pulled in a travel trailer or 5-wheel into a subdivision that was a disgrace, this Ordinance would give the staff guidelines on standards when these units are being used as principle living quarters on Town lots and the staff would have some type of recourse to have it moved. We need to establish standards for primary principal residences.

Council Person Bejarano felt the way the Ordinance was set up, it was going to impose restrictions on the entire community not just on noticeable eye sores. Mayor Deermer commented this was the first step in the process for discussion and to invite comments to establish guidelines that will improve our community rather than impede our progress we have already made for the good of the whole.

Council Person Bejarano commented that he felt we needed more public input, more workshops with the Council and Town Manager and public meetings with major stakeholders such as developer's of the subdivisions involved.

Town Manager Rinehart told the Council he needed direction. He commented that right now this is all conversation and public input.

Town Manager Rinehart did comment on the "attachments" such as Arizona Rooms attached to travel trailers. He pointed out that in the instance of travel trailers this would not be an acceptable application for an Arizona Room. Arizona Rooms have to be anchored to the ground so the wind can't blow it away. This is specified in the Uniform Building Codes.

We are going to have to look at the Uniform Building Codes and rely on them as part of our guide. The Town has adopted the 1997 Uniform Building Code as our guidelines for construction. In the instance of the construction of an Arizona Room, you can't but any weight on the travel trailer to hold up the Arizona Room roof because the travel trailer is not structurally sound enough to hold up the external roof of the Arizona Room. These are additional issues we are going to have to address.

Our intent is good but we don't want to cause any undue hardships that can have a rippling effect. There are just no hard and fast rules out there that would help to govern our unique community. The Council suggested that age should be one of the deciding factors, and Town Manager Rinehart mentioned that RV's are going to be hard to govern because they move in and out all the time. We don't track them, there is not permitting process; unless they turn on water, we don't know they are there. Also everything that is already in place will be grandfathered in. Whatever regulations we come up with is going to apply to future issues.

We still need to research these issues; as Mr. Rinehart said, there is no straight forward answer to these issues. This ordinance needs more work, refine things, talk to engineers for structural issues, reach out to other towns for assistance, we rely on City of Yuma and Yuma County as a guide, talk to other development departments, gather more information. We need to look at our demographics and our verbiage to be fair. We want people to survive in Wellton.

Council Person McCollough commented we also need to have foresight; we need to keep our eye on the community and to establish a basis for a standard which will attract new growth.

No action taken of this item. Council would like to have a work session to explore options more fully.

9. Other Reports

Council Person McCollough asked when the museum was open and if there was a local Wellton historian. She also commented on the after school parking and would like someone to look at cars cued up in the parking lot, waiting for their children, blocking cars from parking in the parking lots or these parked cars blocking cars from backing out of parking spaces. Police Chief Titus said one of his officers will look into this situation.

10. Manager's Report

Town Manager Rinehart updated the Council on the work the rail road will be doing in and around Avenue 25E and William Street and the possibility of reopening the rail road spur that splits at Wellton going to Phoenix.

Deputy Clerk Hopkins gave the Council a report on the upcoming election. She reported there will be 891 publicity pamphlets set to be mail within the week. The election will be on March 8th and since we only have our two incumbents running the Council Election is pretty much a slam dunk but we still need to encourage people to vote, either early or at the poll, on Proposition #401, our expenditure limitation option. Yuma County handling our early ballot process; they will mail out the "request for early ballots", then send the early ballots out, receive them and verify the signatures. The County Recorder will then deliver the verified early ballots to us on the Friday before Election Day for counting by our poll works after the poll closes.

11. Executive Session - No need for an Executive Session

12. Adjournment

A motion was made by Council Person Bejarano, seconded by Vice Mayor Moser, to adjourn. Voice vote 5-0. Motion carried. Meeting adjourned at 8:20 p.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Wellton, Arizona held on the 18th day of January 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Approved this 5th day of April 2011

Rodney L. Rinehart
Town Manager/Clerk

Exhibit "E"

NORTHERN ARIZONA UNIVERSITY | YUMA *Branch Campus*

NAU-Yuma
PO Box 6238
Yuma, AZ 85366-6238

928-317-6400
928-317-6419 fax
nau.edu/yuma

October 4, 2010

Kathryn R. "Casey" Prochaska, Chair
Yuma County Board of Supervisors
198 S. Main Street
Yuma, AZ 85364

cc Robert Pickels

In re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. § 28-9101, et seq.

Dear Chair Proshaska,

The Yuma Branch Campus of Northern Arizona University, with the permission of President John Haeger, joins with others in Yuma County in requesting that the Yuma County Board of Supervisors establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities, towns and the university requesting such, as well as any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et eq. toward the formation of an intergovernmental public transportation authority be undertake forthwith.

Please advise me, as the Campus Executive Officer of the Yuma Branch Campus of Northern Arizona University, as to what additional steps and actions may be required toward the completion of the requested action.

Sincerely,

Larry A. Gould, PhD
Associate Vice President and Campus Executive Officer
Yuma Branch Campus of Northern Arizona University

Cc: Robert Pickels, County Administrator

Exhibit "F"

2011-00660 RESOLUTION
01/10/2011 10:37:33 AM Pages: 3 Fees: $0.00
Requested By:CITY OF YUMA
Recorded By: dshepard
Robyn Stallworth Pouquette County Recorder, Yuma County AZ

Please return original document
to the **Board of Supervisors Office,**
ATTENTION: Deserae Doten, 373-1105
(Name & phone number)

TYPE OF DOCUMENT:

Resolution No. 10-52
A Resolution of the Yuma County Board of Supervisors Establishing an Intergovernmental Public Transportation Authority within Yuma County, Pursuant to A.R.S. § 28-9102

DOCUMENT APPROVAL:

Approved by Yuma County Board of Supervisors:
December 13, 2010, Item No. D1.

YUMA COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 10-52

A RESOLUTION OF THE YUMA COUNTY BOARD OF SUPERVISORS ESTABLISHING AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY WITHIN YUMA COUNTY, PURSUANT TO A.R.S. § 28-9102.

WHEREAS: Yuma County has a population of 200,000 or less persons, as identified by the last preceding certified decennial census in 2000; and

WHEREAS: The governing bodies of the Cities of Yuma, Somerton, San Luis and the Town of Wellton have petitioned the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority (authority) consisting of the areas within the incorporated boundaries of their respective municipalities; and

WHEREAS: The organizing municipalities are not contiguous and have unincorporated areas between them; and

WHEREAS: The Yuma County Board of Supervisors held a public hearing on November 17, 2010 in the City of Yuma to determine public support for the formation of an authority and whether establishing the authority would be in the public interest; and

WHEREAS: The Yuma County Board of Supervisors has determined that establishing an authority would serve the public convenience, necessity, safety or welfare;

NOW, THEREFORE, It is hereby resolved that an intergovernmental public transportation authority is established within Yuma County, Arizona.

It is further resolved that the boundaries of the authority will include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis and the Town of Wellton, as well as all unincorporated areas within Yuma County; that the initial member entities shall be the Cities of Yuma, Somerton, San Luis, the Town of Wellton and Yuma County; and, that each member entity, both now and hereafter, of the intergovernmental public transportation authority shall be entitled to equal representation and voting rights on the organization's governing board.

Adopted this 13th day of December, 2010

Kathryn "Casey" Prochaska

KATHRYN "CASEY" PROCHASKA, Chairman

ATTEST:

ROBERT L. PICKELS, JR
County Administrator/Clerk of Board

APPROVED AS TO FORM AND DETERMINED TO BE WITHIN THE SCOPE OF PERFORMANCE OF DUTY OF THE YUMA COUNTY BOARD OF SUPERVISORS:

JON R. SMITH, County Attorney

P:\Resolutions\2010\Res 10-52_Draft #3 RPks.doc

Exhibit "G"

Office of the President
P.O. Box 929
Yuma, Arizona 85366-0929
Voice (928) 344-7500
Fax (928) 344-7709
www.azwestern.edu

August 8, 2011

John Andoh, CCTM, Transit Director
Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street
Yuma, AZ 85364

Re: Request to Join the Yuma County Intergovernmental Public Transportation Authority

John,

Arizona Western College requests that Arizona Western College wishes to join the Yuma County Intergovernmental Public Transportation Authority as defined in ARS 28-9101 as already formed per Yuma County Board of Supervisors Resolution 10-52 on December 13, 2010.

Please advise me what additional steps and actions may be required toward the completion of this requested action.

Sincerely,

Glenn E. Mayle

Dr. Glenn Mayle, President

Exhibit "H"

THE COCOPAH INDIAN TRIBE

Office of the Tribal Chairwoman
14515 S. Veterans Drive
Somerton, AZ 85350
Tel: (928) 627-2102
Fax: (928) 627-3173
Email: cocotcsec@cocopah.com

October 18, 2011

John Andoh, Transit Director
2715 E. 14th Street
Yuma, AZ 85364

RE: Request to join the Yuma County Intergovernmental Public Transportation Authority.

Mr. Andoh,

The Cocopah Tribal Council at a duly called session conducted on October 14, 2011 agreed to join the Yuma County Intergovernmental Public Transportation Authority.

Mr. Paul Soto will contact you and provide the co-operation needed to complete this action.

Thank you,

Sherry Cordova, Chairwoman
Cocopah Tribal Council

Exhibit "I"

Formula for Funding

Among the non-college/university members, match contributions are determined by the deficit of total cost over federal funds received, divided by percent of total county population.

College/university members contribute on a fee per student basis, calculated each semester – current per student fee per semester is $5.00.00.

See attached Schedule for FY 2011-2012.

Match Contributions - FY 2011-2012						
Agency	Membership	Votes	Population	%	Funding	%
Yuma County	Public	1	59,196	29.89%	$ 158,011	29.89%
City of Yuma	Public	1	93,064	46.99%	$ 248,415	46.99%
City of Somerton	Public	1	14,287	7.21%	$ 38,136	7.21%
Town of Wellton	Public	1	2,882	1.46%	$ 7,693	1.46%
City of San Luis	Public	1	25,505	12.88%	$ 68,080	12.88%
Northern Arizona University*	College	1	-	0.00%	$ -	0.00%
Arizona Western College*	College	1	-	0.00%	$ -	0.00%
[redacted]						
Cocopah Tribe*	Tribal	1	817	0.41%	$ 2,181	0.41%
TOTAL		9	198,051	100.00%	$ 528,655	100.00%

*Buys access for students to ride YCAT for free.
*Buys access for students to ride YCAT for free.

*Cocopah pays an additional $39,015 to provide Grey Route free fares and $242,007 for Purple Route (separate route outside system).

Local Match Deficit Per YMPO $ 528,655

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

April 25, 2022

Ralph Velez
City of San Luis
PO Box 1170
San Luis, AZ 85349

RE: Request for FY 2023 Transit Funding for Yuma County Area Transit

Dear Mr. Velez:

On April 4, 2022, the Yuma County Intergovernmental Public Transportation Authority Board of Directors approved the Fiscal Year 2023 Member Agencies Contributions which will fund Yuma County Area Transit and YCAT On Call services from July 1, 2022 to June 30, 2023. Below is the breakdown for City of San Luis' local share of match funding required for the operation of the transit system:

	ANNUALTOTAL
YCAT/On Call Transit Match	$ 119,891.43

The amount has increased from what was paid in FY 2022. This is ***not*** an invoice, but is a request based on the Board of Directors action on April 4, 2022. Invoices will be sent out in first week of July 2022. They will be due payable in full on July 31, 2022.

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
Jerry Cabrera - Chairman - City of Somerton, Ralph Velez – Vice Chairman - City of San Luis,
Jay Simonton Sec/Treas– City of Yuma, Richard Marsh – Town of Wellton,
Brian Golding, Sr.-Quechan Tribe, , Eric Holland – Cocopah Tribe, Susan Thorpe – Yuma County,
Susan M. Zambrano - Arizona Western College, Dr. Michael Sabath - Northern Arizona University

Shelly Kreger, Transit Director

Replacement of the funds lost due to non eligble inkind from Yuma County and Greyhound totaling $434,489. Total cash match needed from the enities to make up the shortage is $1,056,228

Based on Current percentages

Governmental Entity	Amount of Annual Contributions		New Annual Dues	One-time contribution
Yuma County	$154,960	24.92%	$263,250.48	$ 348,930.98
City of Yuma	$200,000	32.17%	$339,765.72	$ 450,349.74
Town of Wellton	$14,499	2.33%	$24,631.32	$ 32,648.10
City of San Luis	$70,573	11.35%	$119,891.43	$ 158,912.66
City of Somerton	$29,919	4.81%	$50,827.25	$ 67,370.07
Quechan Indian Tribe	$5,757	0.93%	$9,780.16	$ 12,963.32
Cocopah Indian Tribe	$41,031	6.60%	$69,704.64	$ 92,391.50
NAU	$5,000	0.80%	$8,494.14	$ 11,258.74
AWC	$100,000	16.08%	$169,882.86	$ 225,174.87
Total	**$621,739**		**$1,056,228.00**	**$ 1,400,000.00**

INTERGOVERNMENTAL AGREEMENT BETWEEN THE YUMA COUNTY INTERGOVERNMENTAL TRANSPORTATION AUTHORITY AND NORTHERN ARIZONA UNIVERSITY - YUMA

This Intergovernmental Agreement ("IGA") is made effective as of the 15 day of February, 2011 ("Effective Date") and is entered into by and between the Yuma County Intergovernmental Public Transportation Authority, a corporate body and political subdivision of the State of Arizona ("YCIPTA") and the Arizona Board of Regents acting on behalf of Northern Arizona University - Yuma ("NAU-Yuma"). The parties to this IGA may be collectively referred to herein as the Parties, or each individually as a Party.

PURPOSE

The purpose of this IGA is to include NAU-Yuma as a member of YCIPTA.

RECITALS

WHEREAS: On November 17, 2010, the Yuma County Board of Supervisors held a Public Hearing on the Yuma, San Luis, Somerton and Wellton Petitions to determine public support for the IPTA and whether establishing the IPTA would be in the public interest. Following the Public Hearing, the Yuma County Board of Supervisors determined that establishing the IPTA would serve the public convenience, necessity, safety and welfare, and authorized the establishment of an IPTA with Yuma, San Luis, Somerton, Wellton and the County pursuant to Resolution No. 10-52, attached hereto as Exhibit "A"; and

WHEREAS: A.R.S. § 28-9102 authorizes the inclusion of a university under the jurisdiction of the Arizona Board of Regents and located in a municipality in the authority as a member of an intergovernmental public transportation authority ; and

WHEREAS: NAU-Yuma is located within the City of Yuma, which City is a municipality in the YCIPTA; and

WHEREAS: On October 4, 2010, under the authority of President John Haeger, NAU-Yuma petitioned the Yuma County Board of Supervisors for inclusion into a prospective IPTA through an IGA, as provided by A.R.S. § 28-9102 *et seq.* The NAU-Yuma Petition is attached hereto as Exhibit "B"; and

WHEREAS: The Parties are authorized by A.R.S. § 28-9102 and A.R.S. 11-951 et seq. to enter into an intergovernmental agreement for the inclusion of NAU-Yuma as a member of the YCIPTA.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the Parties contained herein, and other consideration, the receipt and sufficiency of which is acknowledged, the Parties do hereby agree to the following:

1. **Membership.** NAU-Yuma shall be recognized, as of the Effective Date, as a full member of the YCIPTA, with all rights, responsibilities and liabilities of each other member entity upon formation of the YCIPTA. Any qualification, modification or other change to the membership status of NAU-Yuma may only be accomplished by a majority vote of the YCIPTA board of directors at a duly noticed public meeting.

2. **Term.** This IGA is for an initial term of twenty-five (25) years, commencing on the Effective Date, unless previously terminated by action of the Parties or operation of law as described herein.

3. **Termination.** NAU-Yuma may terminate this agreement upon ninety (90) days written notice to the Chairman of the YCIPTA board of directors. Unilateral termination by NAU-Yuma may only be effective if all contractual obligations and debts, as more particularly set forth in a Master IGA among the members to be entered into in the future, of the YCIPTA for which NAU-Yuma is responsible are satisfied, or if another governmental entity or entities accept said obligation. This IGA shall terminate, by operation of law, upon the dissolution of the YCIPTA pursuant to A.R.S. § 28-9104.

4. **Mutual Indemnifications.** Each Party to this IGA (as "indemnitor") agrees to defend, indemnify and hold harmless the other Party, and their officers, officials, employees, agents, representatives and directors (collectively, "indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys fees and other reasonable costs of defense and any appeals) (collectively "Claims") which may be imposed upon, incurred by or asserted against the indemnitees, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissionsof the indemnitor, or of any agent, officer, servant or employee of the indemnitor, or anyone for whom the indemnitor may be legally liable in the performance of this IGA

5. **Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest, pursuant to the provisions of A.R.S. § 38-511.

6. **General Provisions.**

a. **Incorporation of Recitals and Exhibits.** The Recitals, Exhibits, and any Appendices attached hereto are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

b. **Entire Agreement.** This IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a

written document, signed by authorized representatives of each Party Provided, however, the parties acknowledge they will be entering into a Master IGA among all members of YCIPTA.

c. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

d. **Assignability.** This Agreement may not be assigned except with the written consent of both Parties.

e. **Modifications.** Except as otherwise specifically provided in this IGA, any amendment, modification or variation from the terms of this IGA requires the written approval of all Parties.

f. **Notices.** All notices or demands required to be given pursuant to the terms of this IGA shall be given to the other Party in writing, delivered in person by hand or via registered or certified mail, or sent via any commercial air courier or express service, to the addresses set forth below, or to such other address as the Parties may substitute by written noticeprovided in the manner prescribed in this paragraph. Notices shall be deemed received on the date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail or by a commercial courier or express service. In order to facilitate communication during the term of this IGA, each Party shall provide to the other Party e-mail addresses for the primary contacts in relation to this IGA.

If to YCIPTA:
YCIPTA Transit Director
2715 E. 14th Street
Yuma, Arizona 85364
Tel: (928) 539-7076, ext. 237
Fax: (928) 783-0309

If to NAU-Yuma:
Campus Executive Officer
P.O. Box 6236
Yuma, Arizona 85366-6236
Tel: (928) 317-6400
Fax: (928) 317-6419

g. **Force Majeure.** Neither Party shall be responsible for delays or failures in performance under this IGA resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact fire, communication line failures or power failures.

h. **Counterparts.** This IGA may be executed in one or more counterparts, and each originally executed duplicate counterpart of this IGA shall be deemed to possess the full force and effect of the original.

i. **Severability.** If any term or provision of this IGA shall be found to be illegal or unenforceable, then outstanding such illegality or unenforceability, this IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

j. **Mediation.** If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, to the extent required by state law, litigation or some other dispute resolution procedure.

k. **Arbitration.** In the event of a dispute under this IGA, the Parties agree to use arbitration to the extent required under A.R.S. §12-1518 and A.R.S. §12-133.

l. **Records.** To the extent required by A.R.S. § 35-214, the Parties agree to retain all books, accounts, reports, files, and other records (hard copies, as well as computer-readable data) relating to this Agreement, and any other supporting evidence deemed necessary by the other Party, and to make such records available at all reasonable times for inspection, reproduction and audit by the Parties or the Auditor General of the State of Arizona, or their agents, during the term of and for a period of five (5) years after the completion of the Agreement.

m. **Prohibition of Doing Business with Sudan and Iran.** Pursuant to A.R.S. §§35-391.06 and 35-393.06, each Party hereby certifies to the other Party that the certifying Party does not have "scrutinized" business operations, as defined in A.R.S. §§35-391 and 35-393, in either Sudan or Iran. The Parties acknowledge that, in the event either of the certifications to a Party by the other Party contained in the paragraph is determined to be false, this IGA may be terminated and the terminating Party may exercise other remedies as provided by law, in accordance with A.R.S. §§35-391.06 and 35-393.06.

n. **Compliance with Immigration Laws and Regulations.** Pursuant to the provisions of A.R.S. §41-4401, each Party warrants to the other Party that the warranting Party and its subconsultants, if any, are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). The Parties acknowledge that a breach of this warranty by a Party or any of its subconsultants is a material breach of this IGA subject to penalties up to and including termination of this IGA or any subcontract. Each Party retains the legal right to inspect the papers of any employee of the other Party or any subconsultant who works on this IGA to ensure compliance with this warranty. A Party may conduct random verification of the employment records of the other Party, and any of its subconsultants to ensure compliance with this warranty. A Party will not consider the other Party or any of its subconsultatnts in material breach of the foregoing warranty

if the other Party and its subconsultants establish that they have complied with the employment verification provisions presecribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A). The provisions of this Section must be included in any contract a Party enters into with any and all of its subconsultants who provide services under this IGA or any subcontract. As used in this Section m, "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building, or transportation facility, or improvement to real property.

o. The parties agree to comply with all applicable state and federal laws, rules, and regulations regarding equal opportunity, nondiscrimination, and affirmative action, and incorporate the same into this IGA.

7. **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this IGA, and that the person signing on behalf of each has been properly authorized and empowered to enter into this IGA. Each Party further acknowledges that it has read this IGA, understands it, and agrees to be bound by it.

8. **Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this IGA this 31st day of December, 2011.

YCIPTA, a corporate body and political subdivision of the State of Arizona

By: _____
Robert L. Pickels, Jr. Chairman

Arizona Board of Regents acting on behalf of NAU-Yuma

By: _____
John Haeger, President

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing intergovernmental agreement has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to such Party.

Dated this 27th day of December, 2011

By: Wayne O Benesch
YCIPTA Attorney

Dated this 20th day of January, 2012

By: Michelle G. Parker
NAU-Yuma Attorney

NORTHERN ARIZONA UNIVERSITY | YUMA *Branch Campus*

NAU-Yuma
PO Box 6236
Yuma, AZ 85366-6236

928-317-6400
928-317-6419 fax
nau.edu/yuma

October 4, 2010

Kathryn R. "Casey" Prochaska, Chair
Yuma County Board of Supervisors
198 S. Main Street
Yuma, AZ 85364

cc Robert Pickels

In re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. § 28-9101, et seq.

Dear Chair Proshaska,

The Yuma Branch Campus of Northern Arizona University, with the permission of President John Haeger, joins with others in Yuma County in requesting that the Yuma County Board of Supervisors establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities, towns and the university requesting such, as well as any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et eq. toward the formation of an intergovernmental public transportation authority be undertake forthwith.

Please advise me, as the Campus Executive Officer of the Yuma Branch Campus of Northern Arizona University, as to what additional steps and actions may be required toward the completion of the requested action.

Sincerely,

Larry A. Gould, PhD
Associate Vice President and Campus Executive Officer
Yuma Branch Campus of Northern Arizona University

Cc: Robert Pickels, County Administrator

INTERGOVERNMENTAL AGREEMENT BETWEEN THE YUMA COUNTY INTERGOVERNMENTAL TRANSPORTATION AUTHORITY AND ARIZONA WESTERN COLLEGE

This Intergovernmental Agreement ("IGA") is made effective as of the 22nd day of August, 2011 ("Effective Date") by and between the Yuma County Intergovernmental Public Transportation Authority, a body politic and corporate of the State of Arizona ("YCIPTA") and Arizona Western College ("AWC"). The parties to this IGA may be collectively referred to herein as the Parties, or each individually as a Party.

RECITALS

WHEREAS: On November 17, 2010, the Yuma County Board of Supervisors held a public hearing on the Yuma, San Luis, Somerton and Wellton Petitions to determine public support for the IPTA and whether establishing the IPTA would be in the public interest (a "Public Hearing"). Following the Public Hearing, the Yuma County BOS determined that establishing the IPTA would serve the public convenience, necessity, safety and welfare and authorized the establishment of an IPTA with Yuma, San Luis, Somerton, Wellton and the County; and

WHEREAS: A.R.S. § 28-9102 authorizes the inclusion as members in an intergovernmental public transportation authority, community college districts which are located in a municipality in the authority; and

WHEREAS: AWC is located within the City of Yuma, which City is a municipality in the YCIPTA; and

WHEREAS: On **August 16, 2011**, under the authority of President Dr. Glenn Mayle, AWC petitioned Yuma County for inclusion into a prospective IPTA through an IGA, as provided by A.R.S. § 28-9102 et seq. The AWC Petition is attached hereto as Exhibit A ("The AWC Petition").

WHEREAS: The Parties are authorized by the provisions of A.R.S. § 28-9102 and A.R.S. 11-952 to enter into an intergovernmental agreement for the inclusion as a member in the YCIPTA of AWC;

NOW THEREFORE: The parties do hereby mutually agree to the following:

1. **Membership.** AWC shall be recognized, as of the Effective Date, as a full member of YCIPTA, with all rights, responsibilities and liabilities of each other member entity upon formation of YCIPTA. Any qualification, modification or other change to the membership status of AWC may only be accomplished by a majority vote of the YCIPTA board of directors at a duly noticed public meeting.

2. **Term.** This IGA shall be for an initial term of twenty-five (25) years, commencing on the Effective Date, unless previously terminated by action of the Parties or operation of law as described herein.

3. **Termination.** AWC may terminate this agreement upon ninety (90) days written notice to the Chairman of the YCIPTA board of directors. Unilateral termination by AWC may only be effective if all contractual obligations and debts of YCIPTA for which AWC is responsible are satisfied, or if another governmental entity or entities accept said obligation. This IGA shall terminate, by operation of law, upon the dissolution of YCIPTA, pursuant to A.R.S. § 28-9104.

4. **Indemnification.** Each Party to this IGA agrees to defend, indemnify and hold harmless the other Party, and their officers, officials, employees, agents, representatives and directors from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys fees and other reasonable costs of defense and any appeals) (collectively "Claims"), which may be imposed upon, incurred by or asserted against a Party, attributable (directly or indirectly) to, or arising in any manner by reason of, the act, omission, negligence, misconduct or other fault of the other Party, or of any agent, officer, servant or employee of the other Party, or anyone for whom the other Party may be legally liable in the performance of this IGA.

5. **Conflict of Interest.** This Agreement is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. § 38-511.

6. **General Provisions.**

a. **Incorporation of Recitals.** The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

b. **Entire Agreement.** This IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

c. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

d. **Assignability.** This Agreement is non-assignable in whole or in part by any Party hereto without the written consent of both Parties.

e. **Modifications.** Except as otherwise specifically provided in this IGA, any amendment, modification or variation from the terms of this IGA requires the written approval of all Parties.

f. **Attorneys Fees.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this IGA, or on account of any breach or default of this IGA, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys fees and reasonable costs and expenses, as determined by the arbitrator or court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment.

g. **Notices.** All notice s or demand required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express services at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to YCIPTA:
YCIPTA Transit Director
2715 East 14th Street
Yuma, Arizona 85365
Tel: (928) 539-7076, ext 237
Fax: (928) 783-0309

If to AWC:
President
P.O. Box 929
Yuma, Arizona 85366-0929
Tel: (928) 344-7501
Fax: (928) 344-7730

h. **Force Majeure.** Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

i. **Counterparts.** This IGA may be executed in one or more counterparts, and each originally executed duplicate counterpart of this IGA shall be deemed to possess the full force and effect of the original.

j. **Severability.** If any term or provision of this IGA shall be found to be illegal or unenforceable, then outstanding such illegality or unenforceability, this IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

7. **Authority.** Each Party hereby warrants and represents that it has full power

and authority to enter into and perform this IGA, and that the person signing on behalf of each has been properly authorized and empowered to enter this IGA. Each Party further acknowledges that it has read this IGA, understands it, and agrees to be bound by it.

8. **Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a party to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this IGA this 22 day of August, 2011

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY
a body corporate and politic
of the State of Arizona

By: _____
Robert L. Pickels, Jr., Chairman

ARIZONA WESTERN COLLEGE

By: _____
Dr. Glenn F. Mayle, President

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing intergovernmental agreement has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this 4th day of August, 2011

By: _____
YCIPPA Attorney

Dated this 23rd day of August, 2011

By: _____
AWP Attorney

MASTER INTERGOVERNMENTAL AGREEMENT YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

This Master Intergovernmental Agreement ("Master IGA") is made effective as of the 1st day of January, 2012, ("Effective Date") by and between Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"); Yuma County, a body politic and corporate of the State of Arizona ("County"); the City of Yuma, an Arizona municipal corporation ("Yuma"); the City of San Luis, an Arizona municipal corporation ("San Luis"); the City of Somerton, an Arizona municipal corporation ("Somerton"); the Town of Wellton, an Arizona municipal corporation ("Wellton"); the Arizona Board of Regents acting for and on behalf of Northern Arizona University-Yuma, an Arizona state university ("NAU-Yuma"); Arizona Western College, an Arizona community college ("AWC") and the Cocopah Indian Tribe, organized pursuant to the Indian Reorganization Act of 1934 ("Cocopah"). The parties to this Master IGA may be collectively referred to herein as the Parties, or each individually as a Party.

RECITALS

A. The County is authorized by the provisions of A.R.S. §28-9101 et seq. to establish an intergovernmental public transportation authority ("IPTA") with authority to conduct a periodic survey of regional transportation needs in the IPTA; to determine an appropriate public transportation system to meet those needs and the means to finance the system; to operate the system directly or to contract with outside parties for the operation of all or part of the system; and to enter into an intergovernmental agreement with the member entities (hereinafter a "Member," or the "Members") to provide that IPTA has sole authority for designing, operating and maintaining the public transportation system within the designated area (the "Regional Transportation System"). The IPTA shall exercise its authority to operate and maintain a Regional Transportation System pursuant to the terms of this Master IGA and as provided in one or more Service Agreements and Service Provider Agreements (as further defined herein) to be executed in the future.

B. Coordination of public transportation services to meet regional needs is a primary objective of YCIPTA. During the transition from transit services currently provided by other entities ("Existing Transit Services") to the Regional Transportation System operated by YCIPTA, the Parties agree that it may be effective and efficient to provide for the continued operation of Existing Transit Services through an agreement ("Service Provider Agreement") with a public entity or a private contractor capable of providing such services through the fiscal year ending June 30, 2012.

C. On October 20, 2010, the Yuma City Council adopted a resolution authorizing the City Administrator to petition the Yuma County Board of Supervisors ("Board of Supervisors") to establish an IPTA, pursuant to A.R.S. §28-9102(B). The Yuma Petition is attached hereto as Exhibit "A" ("Yuma Resolution and Petition").

D. On October 13, 2010, the San Luis City Council adopted a resolution to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The San Luis Petition is attached hereto as Exhibit "B" ("San Luis Resolution").

E. On September 21, 2010, the Somerton City Council voted to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The Somerton documentation is attached hereto as Exhibit "C" ("The Somerton Request").

F. On September 21, 2010, the Wellton Town Council voted to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The Wellton documentation is attached hereto as Exhibit "D" ("The Wellton Request").

G. On October 4, 2010, under the authority of President John Haeger, NAU-Yuma petitioned the Board of Supervisors for inclusion into a prospective IPTA through an IGA, as provided by A.R.S. §28-9102(B). The NAU-Yuma Petition is attached hereto as Exhibit "E" ("The NAU-Yuma Petition").

H. On or about December 13, 2010, the County Board of Supervisors, pursuant to the provisions of A.R.S. §28-9101 et seq. adopted Resolution (No.10-52) to establish the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"). The Resolution is attached hereto as Exhibit "F". (The "Board of Supervisors" Resolution)

I. On August 16, 2011, under the authority of President Dr. Glenn Mayle, AWC petitioned the YCIPTA for inclusion into YCIPTA through an IGA, as provided by A.R.S. §28-9102 et seq. The AWC Petition is attached hereto as Exhibit "G" ("The AWC Petition").

J. On October 18, 2011, the Cocopah Indian Tribe petitioned YCIPTA for inclusion into YCIPTA through an IGA as provided by A.R.S. §28-9102 et seq. The Cocopah request is attached hereto as Exhibit "H". ("The Cocopah Request")

K. Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") is a corporate body and political subdivision of the state of Arizona, with all of the powers and privileges granted to it by law.

L. The purpose of this Master IGA is to provide that the YCIPTA has sole authority for designing, operating and maintaining the public transportation system, as provided by A.R.S. §28-9124(A).

M. The goals of the Parties in creating YCIPTA are to take a regional, collaborative approach to creating a comprehensive integrated Regional Transportation System to serve the transportation needs of the region efficiently. The Regional Transportation System will endeavor to provide services that assist each of the Parties to meet federal transit-related requirements, with an equitable allocation of costs.

N. The boundaries of YCIPTA include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis and the Town of Wellton, as well as all of the unincorporated areas within Yuma County.

O. Members. The Members of YCIPTA are currently:

1. Yuma County
2. City of Yuma
3. City of San Luis
4. City of Somerton
5. Town of Wellton
6. NAU – Yuma
7. Arizona Western College
8. Cocopah Indian Tribe

P. The YCIPTA may be dissolved in accordance with the provisions of A.R.S. §28-9104, and this Master IGA shall terminate following dissolution and the winding up of the affairs of YCIPTA.

Q. The growth of Yuma County's population to more than two hundred thousand persons shall not cause the dissolution of YCIPTA pursuant to A.R.S. §28-9104(C).

AGREEMENTS

For and in consideration of the covenants and conditions hereinafter set forth, it is agreed as follows:

1. **Power and Authority.** YCIPTA agrees that it will perform all functions required by statute.

1.1 **Sole Authority.** The Parties agree that YCIPTA shall have sole authority for designing, operating and maintaining the Regional Transportation System, including a regional bus system (the "Bus System") and community funded transportation services including dial-a-ride programs and special needs transportation services within the boundaries established and subject to the terms and conditions of this Master IGA and any Service Agreements or Service Provider Agreements.

1.2 **Definitions.** As used in this Master IGA, the enumerated terms shall be defined as follows:

A. "Regional Transportation System" means a system of public transportation within the boundaries of YCIPTA including a regional bus system and community funded transportation services including dial-a-ride programs and special needs transportation services as developed by YCIPTA.

B. "Public Transportation Program" means the five year public transportation program described in A.R.S. §28-9123B.

C. "Regional Transportation Plan" means the plan adopted by Yuma Metropolitan Planning Organization pursuant to requirements of the Federal Transit Administration.

D. "Public Transportation System" means a system of public transportation established pursuant to A.R.S. §28-9124A, and is used interchangeably with the term "Regional Transportation System."

1.3 **Service Provider Agreements.** YCIPTA may enter into one or more Service Provider Agreements as part of the Regional Transportation System. No new public transportation services may be provided by any Party to this Master IGA after the Effective Date, except as provided in the plans for the Regional Transportation System (the "Public Transportation Program") or with the approval of YCIPTA.

1.4 **Coordination.** YCIPTA shall be responsible for coordinating and implementing among the Parties the establishment of the Public Transportation Program, subject to the terms of this Master IGA, any Service Agreements and any Service Provider Agreements.

1.5 **YCIPTA Treasurer and Accounting Systems.** YCIPTA has entered into an intergovernmental agreement with the Yuma County Treasurer to provide financial services for YCIPTA.

1.6 **Non-Member Participation.** An agency, person, or entity that is not a Party to this Master IGA, but wishes to purchase transit services from YCIPTA shall be required to enter into a Service Agreement that describes the services to be purchased and assigns responsibilities for construction, operation and maintenance of the services and any related capital improvements.

1.7 **Voting Rights.** Each Member, through its appointed Director, will have one equally weighted vote on any decision that does not involve program funding. For votes on funding matters, each Member of YCIPTA, through its appointed Director, will have one vote, regardless of the respective financial contributions of any individual entity toward program funding. Additional votes on program funding matters will be granted to only those Member entities making financial contributions to the particular program being voted upon. In those instances, the appointed Director of any Member entity contributing 35% or more of the funding for a specific program will be entitled to four (4) additional votes, for a total of five (5) votes.

2. **Responsibilities of the Members.**

2.1 **Collaboration for Planning**. Each of the Parties shall, upon request, collaborate with the planning staff of YCIPTA as required by the Federal Transit Administration ("FTA") to maintain the Regional Transportation Plan adopted by Yuma Metropolitan Planning Organization ("YMPO").

2.2 **Furnishing Update for Plans**. Each of the Members shall, upon request, provide YCIPTA staff with updates for inclusion in the Regional Transportation Plan and/or Public Transportation Program as appropriate.

2.3 **Contribution of Funding.** Each of the Members shall timely contribute its designated share of non-federal funds pursuant to a formula to be developed and adopted annually by the YCIPTA with the approval by resolution of each Member in its budgetary process. The current formula is the same formula applied by YMPO, to wit:

Contributions FY 2011/2012

Agency	Funding	%
Yuma County	$ 154,960	30.30%
City of Yuma	$ 200,000	39.10%
City of Somerton	$ 29,919	5.85%
Town of Wellton	$ 14,499	2.85%
City of San Luis	$ 70,572	13.80%
Cocopah Tribe	$ 41,496	8.11%
Arizona Western College	$50,000*	0.00%
Northern Arizona University	$3,400*	0.00%
TOTAL	**$564,846**	**100%**

*Arizona Western College and Northern Arizona University each have a separate memorandum of understanding with YCIPTA and their contributions are based on their student populations per semester. The numbers reflected above are based on their participation as of January 2012 for half the fiscal year.

2.4 **Qualifying YCIPTA as Designated Recipient.** YMPO is the designated recipient of federal funds for the area included in the boundaries of YCIPTA, and will remain as such until YCIPTA is designated as a recipient and/or a grantee of federal funds. Each of the Members shall, at the request of YCIPTA or YMPO, take such actions as are necessary to secure the designation of YCIPTA as the recipient and/or grantee of federal funds for the area included in the boundaries of YCIPTA.

2.5 **Cooperation Regarding Federal Funding.** Each of the Members will support the pursuit of federal funds that will enable YCIPTA to achieve its goals.

3. **Records and Audit Rights.**

Each Member's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by YCIPTA or a funding agency to substantiate charges and claims related to this Master IGA shall be open to inspection and subject to audit and/or reproduction by authorized representatives of YCIPTA, the FTA, and the Auditor General of the State of Arizona ("Auditors"), as applicable, to the extent necessary to adequately permit evaluation and verification of the performance of the work, and to conduct and prepare all audits and reports required by law. Auditors shall be afforded access, at reasonable times and places, to a Member's pertinent records and personnel, pursuant to the provisions of this Section, throughout the terms of this Agreement, and for a period of five (5) years after last or final payment.

4. **Mediation.**

4.1 **Dispute Resolution.** If a dispute arises out of or relates to this agreement and if the dispute cannot be resolved through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. This section does not constitute a waiver of the parties' rights to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

4.2 **Fees and Costs.** Each Party agrees to bear its own fees and costs in mediation. The Parties shall enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The Parties shall share equally the mediators' fees and mediation expenses.

5. **Term.** This Master IGA shall be for an Initial Term of twenty-five (25) years, commencing on the Effective Date and continuing on an annual basis thereafter until terminated.

6. **Insurance and Indemnification.**

6.1 **Liability Insurance.** YCIPTA shall maintain, and shall require Service Provider to maintain, insurance for activities associated with operating a public transportation system. Insurance provided by YCIPTA or its Service Provider will include property, general liability, business/auto transit, public officials errors and omissions, employment practices liability and umbrella liability at levels deemed appropriate by the YCIPTA Board of Directors. YCIPTA, and a Service Provider, as applicable, will purchase the insurance policies and keep them on file for all Members to review, and provide certificates of insurance naming each Member entity as additional insured. Such insurance shall be in an amount of not less than Thirty Million Dollars ($30,000,000) and shall be primary against all related claims. The policy of insurance shall contain a waiver of subrogation against any Member, its departments, agencies, boards, representatives, commissions, officers, officials, agent and employees for any losses or claims paid.

Service IGA's and Service Provider Agreements may require additional insurance to be maintained against risks arising from or related to the services provided pursuant to such IGA or Agreement.

6.2 **Indemnification.** YCIPTA (as "Indemnitor") agrees to defend, indemnify and hold harmless the Member entites, their officers, officials, employees, agents, representatives and directors (collectively the "Indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys fees and other reasonable costs of defense and any appeals) (collectively "Claims"), which may be imposed upon, incurred by or asserted against the Indemnitee, attributable (directly or indirectly) to, or arising in any manner by reason of,

the act, omission, negligence, misconduct or other fault of the Indemnitor, or of any agent, officer, servant or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable in the performance of this Master IGA.

Insurance provisions set forth in this Master IGA are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

7. **Conflict of Interest.** This Agreement is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. §38-511.

8. **Adherence to Laws.** YCIPTA and all committees, subcommittees and advisory committees appointed by the YCIPTA Board of Directors are subject to and shall adhere to all of the requirements of the Arizona Open Meeting Law (A.R.S. §38-431 et seq.), the Conflicts of Interest Law (A.R.S. §38-501 et seq.) and the Public Records Law (A.R.S. §39-121 et seq.) as they may from time to time be amended.

9. **Withdrawal**. A Member may resign from YCIPTA by appropriate resolution of the Member's governing body delivered to the YCIPTA Board of Directors. Delivery of the resignation shall divest the Member of voting rights and representation on the Board of Directors. Such resignation shall not relieve the Member of any accrued obligation to pay dues, assessments or other charges which have accrued prior to the effective date of the Member's resignation. No Member shall have any right to the return or withdrawal of any capital contributions to YCIPTA, unless such withdrawal is consented to by all other Members.

10. **General Provisions.**

10.1 **Entire Agreement.** This Master IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

10.2 **Governing Law and Venue.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona. The Parties shall institute and maintain any legal actions or judicial proceedings arising from this Master IGA in Yuma County Superior Court. The Parties irrevocably consent to jurisdiction and venue in such court, and agree not to seek transfer or removal of any action therefrom.

10.3 **Assignability.** This Agreement is non-assignable in whole or in part by any Party hereto without the written consent of all Parties.

10.4 **Modifications.** Except as otherwise specifically provided in this Master IGA, any amendment, modification or variation of the terms of this Master IGA requires the written approval of all Parties.

10.5 **Attorneys Fees and Damages Limitation.** In the event any Party brings any action for any relief, declaratory or otherwise, arising out of this Master IGA, or on account of any breach or default of this Master IGA, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys fees and reasonable costs and expenses, as determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages.

10.6 **Individual Nonliability.** Unless expressly stated otherwise in this Master IGA, no Member, official, representative, agent, attorney or employee shall be individually liable for any obligation of YCIPTA.

10.7 **Notices.** All notices or demand required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. Services shall be deemed complete within three (3) business days of mailing, or actual receipt of notice, whichever is first.

If to YCIPTA:
Transit Director
2715 East 14th Street
Yuma, Arizona 85365
Tel: (928) 539-7076 ext 237
Fax: (928) 783-0309

If to County:
County Administrator
198 S. Main St.
Yuma, Arizona 85364
Tel: (928) 373-1010
Fax: (928) 373-1120

If to Yuma:
City Administrator
One City Plaza
Yuma, Arizona 85364
Tel: (928) 373-5011
Fax: (928) 373-5012

If to San Luis:
City Manager
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349
Tel: (928) 341-8520
Fax: (928) 341-8539

If to Somerton:
City Manager
110 North State Avenue
P.O. Box 637
Somerton, Arizona 85350
Tel: (928) 627-8866
Fax: (928) 627-3794

If to Wellton:
Town Manager
28364 Oakland Avenue
Wellton, Arizona 85356
Tel: (928) 785-3348
Fax: (928) 785-4374

If to NAU-Yuma:
Campus Executive Officer
P.O. Box 6236
Yuma, Arizona 85366-6236
Tel: (928) 317-6400
Fax: (928) 317-6419

If to AWC:
President
P.O. Box 929
Yuma, Arizona 85366-0929
Tel: (928) 344-7501
Fax: (928) 344-7730

If to Cocopah:
Chairperson
Cocopah Indian Tribe
14515 S. Veterans Drive
Somerton, AZ 85350
Tel: (928) 627-2102
Fax: (928) 627-1617

10.8 **Force Majeure.** No Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

10.9 **Counterparts.** This Master IGA may be executed in one or more

counterparts, and each originally executed duplicate counterpart of this Master IGA shall be deemed to possess the full force and effect of the original.

10.10 **Severability.** If any term or provision of this Master IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Master IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

10.11 **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Master IGA, and that the person signing on behalf of each Party has been properly authorized and empowered to enter this Master IGA. Each Party further acknowledges that it has read this Master IGA, understands it, and agrees to be bound by it.

10.12 **Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Master IGA.

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

Attest:

Robert L. Pickels, Jr.
County Administrator/Clerk of the Board

By: _____
Gregory S. Ferguson
Chairman of the Board

CITY OF YUMA, an Arizona municipal corporation

Attest:

_____
Lynda Bushong
City Clerk

By: _____
Greg Wilkinson
City Administrator

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:

_____
Sonia Cuello
City Clerk

By: _____
Juan Carlos Escamilla
Mayor

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Clerk of the Board

By:_____
Gregory S. Ferguson
Chairman of the Board

CITY OF YUMA, an Arizona municipal corporation

Attest:

_____
Lynda Bushong
City Clerk

By:_____ MAY 31, 2012
Greg Wilkinson
City Administrator

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:

_____
Sonia Cuello
City Clerk

By:_____
Juan Carlos Escamilla
Mayor

CITY OF SOMERTON, an Arizona municipal corporation

Attest:

_____
Bill Lee
City Clerk

By:_____
Martin Porchas
Mayor

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_____
Clerk of the Board

By:_____
Chairman of the Board

CITY OF YUMA, an Arizona municipal corporation

Attest:

_____
City Clerk

By:_____
City Administrator

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:

_____
City Clerk

By: Juan C Escamilla
Mayor

Attest:

Bill Lee
City Clerk

CITY OF SOMERTON, an Arizona municipal corporation

By: _____
Martin Porchas
Mayor

Attest:

_____
Christy Isbell
Board Secretary

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

By: _____
John Andoh
Transit Director

Attest:

_____
Rodney L. Rinehart
Town Clerk

TOWN OF WELLTON, an Arizona municipal corporation

By: _____
James L. Deermer
Mayor

Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

By: _____
John Haeger
President

ARIZONA WESTERN COLLEGE, an Arizona community college

By: _____
Dr. Glenn E. Mayle
President

COCOPAH INDIAN TRIBE, pursuant to the Indian Reorganization Act of 1934

By: _____
Sherry Cordova
Chairperson

Attest:

Bill Lee
City Clerk

CITY OF SOMERTON, an Arizona municipal corporation

By:
Martin Porchas
Mayor

Attest:

Christy Isbell
Board Secretary

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Mayor

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John Andoh,

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Attest:

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Town Clerk

By:_____
Mayor

Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

By:_____
President

AWC, an Arizona community college

By:_____
President

COCOPAH INDIAN TRIBE, pursuant to the Indian Reorganization Act of 1934

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Chairperson

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Bill Lee
City Clerk

CITY OF SOMERTON, an Arizona municipal corporation

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Christy Isbell
Board Secretary

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

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John Andoh
Transit Director

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Town Clerk

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City Clerk

By:_____
Mayor

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By: _____
John Andoh,

TOWN OF WELLTON, an Arizona municipal corporation

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Town Clerk

By:_____
Mayor

Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

By:_____
President

AWC, an Arizona community college

By:_____
President

COCOPAH INDIAN TRIBE, pursuant to the Indian Reorganization Act of 1934

By: _____
Chairperson

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this 12 day of April, 2012

By: _____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By: _____
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By: _____
Glenn Gimbut
San Luis City Attorney

Dated this _____ day of _____, 2012

By: _____
Gerald Hunt
Somerton City Attorney

Dated this _____ day of _____, 2012

By: _____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By: _____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By: Richard W. Files (For)
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
Glenn Gimbut
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Gerald Hunt
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Yuma City Attorney

Dated this 1st day of April, 2012

By:_____
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
Glenn Gimbut
San Luis City Attorney

Dated this 1st day of June, 2012

By:_____
Gerald Hunt
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
Glenn Gimbut
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Gerald Hunt
Somerton City Attorney

Dated this 24 day of MAY, 2012

By:_____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Wellton Town Attorney

Dated this 20th day of April, 2012

By: Michelle G. Parker
Attorney for Arizona Board of Regents

Dated this 8th day of May, 2012

By: John C. Richardson
Attorney for Arizona Western College

Dated this _____ day of _____, 2012

By: _____
Michael M. Smith
Attorney for Cocopah Indian Tribe

Dated this _____ day of _____, 2012

By: _____
Wayne C. Benesch
Attorney for YCIPTA

Dated this _____ day of _____, 2012

By:_____
Attorney for Arizona Western College

Dated this 29 day of March, 2012

By: Wm. Michael Smith
Attorney for Cocopah Indian Tribe

Dated this 2nd day of May, 2012

By: Wayne C Bennett
Attorney for YCIPTA

Exhibit "A"

RESOLUTION NO. R2010-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING THE CITY'S PARTICIPATION IN AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY WITH A SUNSET CLAUSE

WHEREAS, an Intergovernmental Public Transportation Authority (IPTA) is a public body organized in counties with populations of 200,000 or less to operate public transportation systems in a designated operating area; and,

WHEREAS, the City of Yuma acknowledges a need for public transportation; and,

WHEREAS, an IPTA is eligible to apply for and receive United States Department of Transportation grants for operation of a public transportation system until such time as the urbanized area exceeds 200,000 population; and

WHEREAS, until such time as a Regional Transportation Authority is formed and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the IPTA is no longer eligible to receive transportation system operational grants, it is the intent of the City of Yuma to petition the Yuma County Board of Supervisors for the formation of an IPTA and to participate therein; and,

WHEREAS, an initial IPTA Board of Directors shall be appointed by the governing bodies/participants of the public entities, with at least five (5), but not more than nine (9) members on the board; and,

WHEREAS one board member of the IPTA will be appointed by the County Board of Supervisors if any part of the authority is located in an unincorporated area of Yuma County with the balance of the members apportioned among the participating municipalities according to their respective populations; and,

WHEREAS, Yuma County has offered to provide support functions regarding financial services and human resource assistance upon request by the organizing board of the IPTA; and,

WHEREAS, it is reasonably anticipated that the other participating entities would offer similar support as resources may allow.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma as follows:

SECTION 1: That the City Administrator is hereby authorized to perform all necessary acts to petition the Yuma County Board of Supervisors to form an Intergovernmental Public Transportation Authority pursuant to Arizona Revised Statutes (A.R.S.) §28-9101 et seq.

SECTION 2: That the City of Yuma shall participate in the IPTA until such time as a Regional Transportation Authority is formed pursuant to A.R.S. § 48-5301 et seq. and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the IPTA is no longer eligible to receive transportation system operational grants.

SECTION 3: That the City Administrator shall give 90 days written notice of the City's intent to withdraw from the IPTA and thereafter withdraw from the IPTA when either: (1) the IPTA is no longer eligible, as determined by United States Department of Transportation criteria, to receive federal transportation system operational grants, or (2) a Regional Transportation Authority is formed and more than one year has passed since the formation of the Regional Transportation Authority and (a) no election on a transportation excise tax to fund a regional transportation system has been held, or (b) an election on a transportation excise tax has been held and the qualified electors of Yuma County have either approved or rejected the ballot measure.

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

Adopted this 20th day of October, 2010.

APPROVED:

Alan L. Krieger,
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files (for)
Steven W. Moore
City Attorney

Exhibit "B"

City of San Luis

P.O. Box 1170
1090 E. Union Street
San Luis, AZ 85349-1170
Ph (928) 341-8520 • Fax (928) 341-8539

October 7, 2010

Kathryn R. "Casey" Prochaska, Chairman
Yuma County Board of Supervisors
198 S. Main Street
Yuma, AZ 85364

RE: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. §28-9101, et seq.

Dear Chairman Prochaska,

The City Council for the City of San Luis, having voted in a public meeting on October 13, 2010, and pursuant to A.R.S. §28-9102, hereby requests the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundary of the City of San Luis, and any other city or town within Yuma County petitioning for said formation.

It is further requested that all actions described in A.R.S. §28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise the City Manager for the City of San Luis as to what additional steps and actions may be required of the City of San Luis toward completion of the requested action.

Sincerely,

Juan C Escamilla

Juan Carlos Escamilla
Mayor

JUAN CARLOS ESCAMILLA, Mayor
GERARDO SANCHEZ, Vice Mayor
MARIO BUCHANAN JR., Council Member
MARCO A. PINZON, Council Member
AFRICA LUNA-CARRASCO, Council Member
JOSE LEONARDO SUAREZ, Council Member
RAFAEL TORRES, Council Member
RALPH VELEZ, City Manager

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

RESOLUTION NO.903

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING JOINING IN THE FORMATION OF AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY IN YUMA COUNTY, ARIZONA; BECOMING A MEMBER OF SUCH AN AUTHORITY; AND AUTHORIZING PETITIONING THE BOARD OF SUPERVISORS OF YUMA COUNTY, ARIZONA FOR SUCH FORMATION

Whereas, Chapter 26 of Title 28 of the Arizona Revised Statutes provides for the Intergovernmental Public Transportation Authorities;

Whereas, the formation of such an authority is deemed to be in the best interests of the citizens and residents of the City of San Luis, State of Arizona;

Whereas, A.R.S. §28-9102 provides that to form such an authority, the governing body of one or more incorporated cities or towns may petition the county board of supervisors to establish such an authority; and

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

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

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

Section 2: That the Mayor is hereby authorized to petition the Board of Supervisors of Yuma County, Arizona of behalf of the City of San Luis, Arizona, to form an Intergovernmental Public Transportation Authority and to execute any document needed or necessary to accomplish and/or effectuate such formation.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 13th day of October, 2010.

Juan C Escamilla

Juan Carlos Escamilla, Mayor

ATTEST:

for Sonia Cuello, City Clerk

APPROVED AS TO FORM:

Glenn Gimbut, City Attorney

Exhibit "C"

CITY OF SOMERTON
MINUTES
REGULAR COUNCIL MEETING
OF THE CITY COUNCIL

7:00 P.M. Tuesday September 21, 2010

Council Members:	Staff:	
M. Porchas, Mayor	B. Lee, City Manager	(P)
A. Magaña, Vice-Mayor	L. Galaviz, Park & Rec. Dir	(P)
L. Ramirez	B.B. Cotman, Int. Chief of Police	(P)
G. Anaya	S. Palacios, Int. Public Works Dir	(P)
M. Villalpando	G.W. Hunt, City Attorney	(P)
L. Galindo	M. Figueroa, City Magistrate	(A)
J. Yepez	G. Halford, Admin. Svcs. Dir	(P)
	VACANT, Com. Dev. Dir	(A)
	P. De Anda, Fire Chief	(P)

Mayor Porchas called the meeting to order at 7:02 p.m.

Pledge of Allegiance was led by Vice-Mayor Magana and recited in unison.

The City Clerk took Roll Call. Council member Villalpando and Ramirez were absent.

PETITION OR COMMENTS BY THOSE CITIZENS PRESENT

Call to the Public:

NONE

CONSENT AGENDA

1. Arizona's State Treasure's Report LGIP for August 2010
2. Regular Council Meeting Minutes September 7, 2010.

Mayor Porchas requested a motion on the consent agenda. Council member Yepez moved to approve the Consent Agenda as presented. Council Member Galindo seconded. All voted in favor of the motion. Motion passed.

OLD BUSINESS
All items are for discussion and possible action

1. **ORDINANCE 2010-006** AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SOMERTON, ARIZONA, AMENDING THE CITY CODE, "CHAPTER10, OFFENSES" BY ADDING "SECTION 10-1-29, FIREWORKS"

    a) Second Reading by Title Only
    b) Approval of Ordinance

Paul De Anda – presented the second reading of Ordinance 2010-006 and also address the question by Vice-Mayor Magana concerning who has adopted this Ordinance, spoke to Steven Shon from Arizona Marshals Association and gave me a list of participants and they are Payson, Prescott, Tempe, El Mirage, Flagstaff, Kingman, Paradise Valley just to mention a few.

Council member Yepez- are they doing any amendments to that or just going as is? Paul- Carefree did mention New Year's they were going to make an exception.

Council member Yepez- not to satisfy totally banning the fireworks believes we should have special occasions or holidays when they are allowed. Can we later amend something to this.

Jerry Hunt- Yes you can amend the Ordinance. Mayor Porchas- I see it as we don't do it now why start!

Mayor Porchas entered a motion on second reading by title only. Council member Yepez moved to approve the second reading of Ordinance 2010-006. Council member Anaya seconded the motion. All voted in favor of the motion. Motion passed.

Mayor Porchas entered a motion to approve of the Ordinance. Council member Yepez moved to approve the Ordinance. Council members Galindo seconded the motion. All voted in favor of the motion. Motion passed.

2. Update on Sales Tax.

Gary Halford- presented the Council with an update on sales tax collected in the month of august thru today. August received $140,000 in September $85,000 so far.

3. Discussion and possible award of equipment for our Somerton Curbside Recycling Program.

Bill Lee – approval to purchase conveyor belt from local agency for $49,295.00 funded from sanitation budget.

Chris Coil- from Allied waste very interested in the recycling program and once operation is in full force would like to tour facility and maybe even partnering together.

Council member Yepez- next time would like all bidders presented and amount for the bid.

Mayor Porchas entered a motion to award the equipment to AR-2 Mechanical & Consulting, LLC. for the Somerton Curbside Recycling Program. Council member Anaya moved to approve the award. Council member Galindo seconded the motion. All voted in favor of the motion. Motion passed.

4. Request on direction on trial 4 day work week for City employees.

Bill Lee- presented the council the customer and employee surveys that were completed. Bringing this back for direction to keep 4 day work week or back to 5 days.

Council member Yepez- asked if there was a way people could pay their bill somewhere else around town on Friday? Would like to see if we could set something up where people could pay around town.

Mayor Porchas entered a motion to approve 4 day work week.
Patty Salazar took Roll Call:
Jerry Anaya – yea
Jose Yepez- yea
Martin Porchas-yea
Luis Galindo-yea
Arturo Magana- Nay

4 yea and 1 nay. Motion passed.

NEW BUSINESS
All items are for discussion and possible action

1. Discussion and possible direction pertaining to commercial trash collection within the City of Somerton City Limits.

Bill Lee- new legislation in Arizona in which municipalities must open up there commercial trash collection does not affect our residential customers. Should the City stay in commercial trash I believe we should keep it for the next six months and bring it back to council in March 2011 and will see what our numbers look like. Vice-Mayor Magana liked the idea that the City Manager presented to keep it for 6 months.

Mayor Porchas entered a motion to keep commercial trash for the next 6 months. Vice-Mayor Magana moved to approve the six month trial. Council member Galindo seconded the motion. All voted in favor. Motion passed.

2. Discussion and possible direction on possible support for information of Intergovernmental Public Transportation Authority within Yuma County.

Bill Lee- presented document put together by the County Administrator on Public Transportation Authority within Yuma County and what they are looking for is that all the municipalities to sign on to request to form the board made up of the City Managers.

Mayor Porchas moved to approve to support the Intergovernmental Public Transportation Authority. Vice-Mayor Magana seconded the motion. All voted in favor of the motion. Motion Passed.

3. Discussion and possible direction to enter agreement with Humane Society of Yuma.

Bill Lee- city has always had a contract with Humane Society and we have reduced the contract they are no longer picking up dead animals and now falling on our public works department. We are looking into the Community Development to take over the animal control that we have.

Council member Yepez- is there a proper way to dispose of the animals. Pancho- put them in a bag and throw them in the trash. What is the actually cost now? Bill - $2500.00.

Mayor Porchas entered a motion to approve the Humane Society agreement. Vice-Mayor Magana moved to approve the agreement. Council member Galindo seconded the motion. All voted in favor of the motion. Motion passed.

4. Parks and Recreation Commission Appointment

Louie Galaviz- presented Frank Atondo's letter of interest to the Parks and Recreation Commission.

Mayor Porchas entered a motion to approve new Parks and Recreation Commissioner. Vice-Mayor Magana moved to approve Frank Atondo as a new commissioner. Council member Yepez seconded the motion. All voted in favor. Motion passed.

Summary of current events by Mayor, Council Members, and or City Manager, pursuant to A.R.S. §38-431.02(K) provided that the public body does not propose, discuss, deliberate or take legal action on any matter in the summary.

A motion to ADJOURN was made by Mayor Porchas. Motion approved 6-0.

ADJOURNMENT

Meeting was adjourned at 8:30 P. M.

MAYOR MARTIN PORCHAS

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of Tuesday September 21, 2010.

CITY CLERK

City of Somerton

110 N. State Avenue
P.O. Box 638
Somerton, Arizona 85350

(928) 627-8866
Fax: (928) 627-3794
TTD: (928) 627-8866

AGENDA ITEM REVIEW FORM

TO: ***Mayor and City Council***

FROM: Bill Lee, City Manager

SUBJECT: **Discussion and Possible Direction on possible support for formation of Intergovernmental Public Transportation Authority within Yuma County.**

DATE: Aug. 10th 2010

Background: See attached letter from County Administrator.

Recommendation: Without LTAF funding from the State this may be one of the only options available to the Cities in Yuma County to keep public transportation available to the public at this time.

Fiscal Impact:

Intergovernmental Public Transportation Authorities

What are they?

Intergovernmental Public Transportation Authorities (IPTA) are public bodies organized in counties with populations of 200,000 or less to operate public transportation systems in a designated operating area.

How are they formed?

The governing bodies of those cities or towns that want to form an IPTA petition the county board of supervisors to establish one. Once the board of supervisors receives the petition, it will hold at least one (1) public hearing in one of the petitioning municipalities to determine public support and whether establishing the authority would be in the public interest. If the board of supervisors determines that establishing the authority would serve the public convenience, necessity, safety or welfare, the board of supervisors shall establish the authority by a resolution that includes a description of the boundaries of the authority.

Can any other organizations be included?

The enabling statutes limit representative membership to cities and towns. However, any university under the jurisdiction of the Arizona board of regents located within a petitioning municipality may become a member by intergovernmental agreement. Further, Indian tribes could be included for service by intergovernmental agreement, but not as members of the IPTA.

What is the operating area?

The area within the incorporated boundary of the municipalities petitioning for the formation will be the operating area for the IPTA. Additionally, if there are intervening unincorporated areas separating those municipalities, then the county must be included in the IPTA.

How would an IPTA be funded in Yuma County?

The dedicated funding currently supporting the YCAT and Dial-A-Ride programs through the Yuma Metropolitan Planning Organization (YMPO) would be used as the local match funding for the IPTA. The IPTA would continue to draw down the Federal Transit Administration (FTA) reimbursement funds that YMPO uses to make up the balance of the transit system costs.

How is the initial IPTA board of directors organized?

The initial board of directors is appointed by the governing bodies of the public entities. There must be at least five (5), but not more than nine (9) members on the board. One (1) member will be appointed by the county board of supervisors is any part of the IPTA boundary is in an unincorporated area. If a university is a member, then the president of the university appoints one (1) member. The balance of the members is apportioned among the participating public entities according to their population.

When would the IPTA take over managing the transit system?

Once the IPTA is formed, the executive director of the regional council of governments (COG) functions as the organizing director of the authority (*note – as Yuma County is an urban planning area, transit functions are managed by the Yuma Metropolitan Planning Organization. As such, the Executive Director of that organization may qualify to serve as the initial organizing director of the IPTA). As soon as possible, the organizing board appoints a general manager and the executive director of the COG is relieved. The organizing board will also employ other employees as may be necessary. Once the appropriate employees are in place, the IPTA should be in a position to assume all management functions for the transit system.

Where would the IPTA offices be located?

Initially, the IPTA would likely maintain offices within the Yuma Metropolitan Planning Organization building.

Would operational support be offered by other public entities?

Yuma County would continue to offer support functions (financial services, human resources assistance, etc.) as may be requested by the organizing board of the IPTA. Further, it is anticipated that the other participating entities would offer similar support as resources may allow.

September 14, 2010

Kathryn R. "Casey" Prochaska, Chairman
Yuma County Board of Supervisors
198 S. Main St.
Yuma, Arizona 85364

Re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. § 28-9101, et seq.

Dear Chairman Prochaska:

The undersigned cities and towns of Yuma County, having voted in a public meeting, and pursuant to A.R.S. § 28-9102, hereby request the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities and town requesting formation, and any unincorporated ... area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

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

Sincerely,

James Deermer, Mayor
Town of Wellton

Martin Porchas, Mayor
City of Somerton

Al Krieger, Mayor
City of Yuma

Juan Carlos Escamilla, Mayor
City of San Luis

Exhibit "D"

September 14, 2010

Kathryn R. "Casey" Prochaska, Chairman
Yuma County Board of Supervisors
198 S. Main St.
Yuma, Arizona 85364

Re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. § 28-9101, et seq.

Dear Chairman Prochaska:

The undersigned cities and towns of Yuma County, having voted in a public meeting, and pursuant to A.R.S. § 28-9102, hereby request the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities and town requesting formation, and any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

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

Sincerely,

James Deermer, Mayor
Town of Wellton

Martin Porchas, Mayor
City of Somerton

Al Krieger, Mayor
City of Yuma

Juan Carlos Escamilla, Mayor
City of San Luis

OFFICE OF THE
WELLTON TOWN COUNCIL
28634 Oakland Avenue
Wellton, Arizona 85356

TOWN OF WELLTON
COUNCIL MINUTES
SEPTEMBER 21, 2010

Mayor James L. Deermer called the regular session to order at 7:00 p.m. on Tuesday, September 21, 2010, lead the pledge of allegiance and gave the invocation. Roll call was taken.

Council Members Present: Mayor James L. Deermer, Vice Mayor Emma Q. Moser and Councilmen J. Keith Milam, Cecilia C. McCollough and Alejandro M. Bejarano establishing there was a quorum present.

Staff Present: Town Manager Rodney L. Rinehart, Deputy Town Clerk Becky J. Hopkins, Police Chief Keith W. Titus, Judge Cora M. Romine, Fire Chief Mark Rivera and Public Works Director Joe Grant.

Guests: Juell and Vera Barker, Gilbert Lopez Jr. and Terry Signor.

- **Call To The Public** - No Comments

- **Department Head Reports**
  - A. **Police Department**
  - B. **Magistrate & Court Department**
  - C. **Fire Department**
  - D. **Public Works Department**

The Police Department, Town Magistrate, Fire Department and Public Works Department heads gave the Council a summary of their Department's current activity.

DISCUSSION AND ACTION ITEMS

1. **Discussion and possible action to sponsor a petition to submit to the Yuma County Board of Supervisors to form an independent Transportation Authority.**

A motion was made by Councilman Milam, seconded by Vice Mayor Moser, to submit a petition to the Yuma County Board of Supervisors to form an independent Transportation Authority. Voice vote 5-0, motion carried.

2. **Discussion and action to enter into contract #103-11 with the State of Arizona, Department of Housing, for a grant in the amount of $566,376 to construct water system improvements.**

A motion was made by Councilman Bejarano, seconded by Councilman McCollough, to enter into CDBG contract #103-11 with the State of Arizona, Department of Housing, for a grant in the Amount of $566,376 to construct water system improvements. Voice vote 5-0, motion carried.

3. Discussion and possible action on the payment arrangements for the water meter at the new Border Patrol Station site:

Town Manager Rinehart gave the Council a handout showing the different size meters and the prices. The Corps of Engineers omitted the meter and the backflow preventer from their plans. Now that the water line is in, it is time for them to purchase a meter from the Town. They have had their legal department weighing the options of who is responsible for the meter.

It is now a moot point since the manager of Okland Construction, the contract, came into the office this afternoon and said they would pay for the meter in full.

4. Other Reports

Councilman Bejarano commented on the nuisances around Town and stated that we need to follow up on these cases. Town Manager Rinehart said he and Police Chief Titus would put their heads together and get a handle on this situation.

Mayor Deermer said he had a complaint about a man who was attacked by a pack of dogs. Chief Titus said he would have an office follow up on this incident.

5. Manager's Report

Town Manager Rinehart reported on the following items:

- The Planning Assistance for Rural Areas (PARA) study is planning to host an Open House for the community's input on October 27th;
- Bids for the Water Control Services Building are due on Monday, September 27th at 5:00 p.m.
- We are in the process of reevaluating our Commercial Sanitation rates in light of the House Bill passed which allows competition for Commercial Sanitation Services in all municipalities.

6. Executive Session

A. **For legal, real estate or personnel Matters pursuant to A.R.S. Section 38-431.03, Section A (1), (3) And (7).**

There was no need for an Executive Session.

7. Adjournment

A motion was made by Vice Mayor Moser, seconded by Councilman Bejarano, to adjourn. Voice vote 5-0. Motion carried. Meeting adjourned at 7:36 p.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Wellton, Arizona held on the 21st day of September 2010. I further certify that the meeting was duly called and held and that a quorum was present.

Approved this 5th day of October 2010

Rodney L. Rinehart
Town Manager/Clerk

OFFICE OF THE
WELLTON TOWN COUNCIL
28634 Oakland Avenue
Wellton, Arizona 85356

TOWN OF WELLTON
COUNCIL MINUTES
JANUARY 18, 2011

Mayor James L. Deermer called the regular session to order at 7:00 p.m. on Tuesday, January 18, 2011, lead the pledge of allegiance and gave the invocation. Roll call was taken.

Council Members Present: Mayor James L. Deermer, Vice Mayor Emma Q. Moser and Councilmen J. Keith Milam, Cecilia C. McCollough and Alejandro M. Bejarano establishing there was a quorum present.

Staff Present: Town Manager Rodney L. Rinehart, Deputy Town Clerk Becky J. Hopkins, Police Chief Keith W. Titus, Fire Chief Mark Rivera and Public Works Director Joe Grant.

Guests: Juell & Vera Barker, Mr. & Mrs. Jerome Wells and Judge Russ Jones.

- **Call To The Public** - No Comments

- **Department Head Reports**
  - A. Police Department
  - B. Magistrate & Court Department
  - C. Fire Department
  - D. Public Works Department

The Police Department, Fire Department and Public Works Department heads gave the Council a summary of their Department's current activity.

DISCUSSION AND ACTION ITEMS

1. **Approval of Cash Disbursements List**
   - **A. For the month of December 2010**

A motion was made by Vice Mayor Moser, seconded by Councilman McCollough, to approve the Cash Disbursements List for the month of December 2010. Voice vote 5-0, motion carried.

2. **Approval of Minutes**
   - **A. For the Regular Meeting of November 16, 2010**
   - **B. For the Regular Meeting of December 7, 2010**
   - **C. For the Regular Meeting of December 21, 2010**

A motion was made by Councilman Milam, seconded by Councilman Moser, to approve the minutes of the regular meeting of November 16, 2010, the regular meeting of December 7, 2010 and the regular meeting of December 21, 2010. Voice vote 5-0, motion carried.

3. Presentation by Police Chief Titus on the current Nuisance Ordinance.

Police Chief Titus gave the Council a PowerPoint presentation and a hand out to review.

After the presentation he summed up with these recommendations:

- Conducted a complete review of current cases the Police Department has identified of which there are twenty-four (24);
- complete a communication risk review;
- revise the entire nuisance process as it is not in compliance
- update the Nuisance Ordinance;
- we will need to revise and update the forms
- Chief Titus suggests putting a form on the website for people to report nuisances.
- He and his Department can create a data base so these properties can be tracked.

Chief Titus commented on whether this process was or could be considered a civil violation vs. a criminal violation. He recommended our initial focus be on a voluntary compliance vs. coercive compliance; the more voluntary it is, the less expensive it will be, less controversial, otherwise we go back to writing tickets. The nuisance abatement process for just one home can take time, staffing and funding; funding that will have to be budgeted.

During his Departments research of this issue, it was found that A.R.S. 13-2917 made the non-compliance of a nuisance a class 2 misdemeanor. According to this statute our Town Attorney would have to bring action in superior court to abate, enjoin and prevent the nuisance vs. bringing action to our municipal court.

If a residents property gets to the point that Town Attorney Engler has to bring action for abatement to the Superior Court to issue an abatement notice and the notice is issued, the town staff will do the clean up and document our time and we can then place a lien on the property. He pointed out that this can possibly be a very expensive process.

In addition to the above, when Chief Titus discussed this issue with our prosecuting attorney, Mr. Gregory Torok, he felt our nuisance ordinance is out of date and is not prosecutable and he would be reluctant to prosecute.

Town Manager Rinehart suggested that we do a little further research and compare Yuma County and the City of Yuma's nuisance procedures with ours to see what alternatives are available The Council wants to have a work session with them, the Town Manager and the Police Chief to discuss our options when we have these comparisons and go from there.

4. Recess as Common Council of the Town of Wellton and convene a public hearing as the Board of Adjustment of the Town of Wellton to consider the following item:

Common Council recessed at 7:30 p.m. and convened as the Board of Adjustment.

A. **VARIANCE CASE #11-401: Mr. and Mrs. Jerome Wells request a Variance of three (3) foot from a six (6) foot required interior yard setback to construct an unattached carport between his home and the property line located at 30211 Mountain View Avenue.**

The Council was given a packet of information which included property diagrams, pictures and a letter from both their neighbors stating they have no problems with the position of the carport. After reviewing all the information, the Board of Adjustment agreed, by consensus, to recommend approval of the Variance request to the Council.

B. **Adjourn as Board of Adjustment for the Town of Wellton and reconvene as the Common Council of the Town of Wellton.**

Board of Adjustment meeting adjourned and the Common Council reconvened at 7:35 p.m.

5. **Discussion and action to consider recommendations of the Board of Adjustment for the Town of Wellton in the matter of Variance Case #11-401.**

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser, to accept the recommendation of the Board of Adjustment and approve Variance Case #11-401. Voice vote 5-0, motion carried.

Discussion and action to appoint Town Manager Rodney L. Rinehart to the Intergovernmental Public Transportation Authority (IPTA).

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser to appoint Town Manager Rodney L. Rinehart to the Intergovernmental Public Transportation Authority (IPTA). Voice vote 5-0, motion carried.

7. **Discussion and action to enter into an Intergovernmental Agreement between the Yuma County Flood Control District and the Town of Wellton to adopt the latest edition of the "Regulations" to be used to delineate, govern, and manage Special Flood Hazard Areas ("SFHA") within the Town of Wellton.**

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser to enter into an Intergovernmental Agreement between the Yuma County Flood Control District and the Town of Wellton to adopt the latest edition of the "Regulations" to be used to delineate, govern, and manage Special Flood Hazard Areas (SFHA) within the Town of Wellton. Voice vote 5-0, motion carried.

8. **First reading of Ordinance #106, an ordinance of the Town of Wellton, Arizona, amending the Wellton Town Code, amending Section 8-6, renaming this section Manufactured Homes, Mobile Homes, Recreation Vehicles and Travel Trailers from Manufactured Home Placement Permits and providing regulations for each type of structure.**

Town Manager Rinehart addressed the Council informing them that he feels some people have gotten the idea that we are restricting these types of residences in the Town but it is just the opposite, we are just hoping to give the Town staff guidelines on standards when these units are being used as principle living quarters on Town lots.

Mayor Deermer acknowledges Juell Barker who wishes to speak to this subject. Mr. Barker made the following comments: He wants to discuss public input on Council meetings. He is

concerned that citizens don't have enough timely or convenient access agendas so they can speak to the items on the agenda and so he feels that the staff should notify the public in the newsletter each month as to what will be discussed at the Council meetings each month and to inform the public when they can pick up an agenda. Also he feels the staff should pass out any documentation or information the Council receives at a Council meeting because it is germane to the agenda item and so the public will have the same advantage as the Council in the decision making process.

Mr. Barker then began to comment on the draft ordinance the staff had presented to provide guidelines for manufactured homes, mobile homes, recreational vehicles and travel trailers. He first wanted to comment on item #4 under travel trailers. He didn't feel we should restrict travel trailers from being used as storage sheds or in his words "you cannot store things in a travel trailer that is in storage". He feels this is going to have an unintended consequence because you have a lot of people that store items in their travel trailers in a designated storage area at the RV parks they live in. Now we are trying to say that is illegal. He doesn't think that is what we intended to do. He feels we want to clean up Wellton and he suggests we call this program the Wellton Appearance Improvement Program. He feels this is what we want to address. He feels we should cut this item from the Ordinance and draft another Ordinance and call it the Wellton Appearance Improvement Program.

Mr. Barker then addressed the issue of allowing Arizona Rooms on a travel trailer and went on to discuss low income housing and the types of homes a person or family could afford if they are only living on Social Security. These low income residents benefit greatly if they have the extra space an Arizona Room would afford them. He felt the solution was to enforce the CC&R's and if need be, to make amendments to the CC&R's.

Council Person Bejarano addressed the Council and public and informed them he had done a little research on the CC&R's at Butterfield Bluff Estates 3 which does allow travel trailers on the last street of the subdivision, but the CC&R's in Butterfield Bluff Estates 2 does not allow travel trailers at all. Council Person Bejarano does not think we should impose an ordinance on the Town that would restrict the use of the RV's, travel trailers and 5-wheels throughout the whole town especially if it affects a low income housing RV park.

Councilman Bejarano feels we should look into the CC&R's of each subdivision before we proceed to restrict the use of these trailers Town wide. He felt going into RV Parks and establishing new standards for them was discriminatory.

Mayor Deermer commented that the intent was not to include RV Parks in this Ordinance; it was for individual lots in subdivisions in Town some of which do not have CC&R's. If someone pulled in a travel trailer or 5-wheel into a subdivision that was a disgrace, this Ordinance would give the staff guidelines on standards when these units are being used as principle living quarters on Town lots and the staff would have some type of recourse to have it moved. We need to establish standards for primary principal residences.

Council Person Bejarano felt the way the Ordinance was set up, it was going to impose restrictions on the entire community not just on noticeable eye sores. Mayor Deermer commented this was the first step in the process for discussion and to invite comments to establish guidelines that will improve our community rather than impede our progress we have already made for the good of the whole.

Council Person Bejarano commented that he felt we needed more public input, more workshops with the Council and Town Manager and public meetings with major stakeholders such as developer's of the subdivisions involved.

Town Manager Rinehart told the Council he needed direction. He commented that right now this is all conversation and public input.

Town Manager Rinehart did comment on the "attachments" such as Arizona Rooms attached to travel trailers. He pointed out that in the instance of travel trailers this would not be an acceptable application for an Arizona Room. Arizona Rooms have to be anchored to the ground so the wind can't blow it away. This is specified in the Uniform Building Codes.

We are going to have to look at the Uniform Building Codes and rely on them as part of our guide. The Town has adopted the 1997 Uniform Building Code as our guidelines for construction. In the instance of the construction of an Arizona Room, you can't but any weight on the travel trailer to hold up the Arizona Room roof because the travel trailer is not structurally sound enough to hold up the external roof of the Arizona Room. These are additional issues we are going to have to address.

Our intent is good but we don't want to cause any undue hardships that can have a rippling effect. There are just no hard and fast rules out there that would help to govern our unique community. The Council suggested that age should be one of the deciding factors, and Town Manager Rinehart mentioned that RV's are going to be hard to govern because they move in and out all the time. We don't track them, there is not permitting process; unless they turn on water, we don't know they are there. Also everything that is already in place will be grandfathered in. Whatever regulations we come up with is going to apply to future issues.

We still need to research these issues; as Mr. Rinehart said, there is no straight forward answer to these issues. This ordinance needs more work, refine things, talk to engineers for structural issues, reach out to other towns for assistance, we rely on City of Yuma and Yuma County as a guide, talk to other development departments, gather more information. We need to look at our demographics and our verbiage to be fair. We want people to survive in Wellton.

Council Person McCollough commented we also need to have foresight; we need to keep our eye on the community and to establish a basis for a standard which will attract new growth.

No action taken of this item. Council would like to have a work session to explore options more fully.

9. Other Reports

Council Person McCollough asked when the museum was open and if there was a local Wellton historian. She also commented on the after school parking and would like someone to look at cars cued up in the parking lot, waiting for their children, blocking cars from parking in the parking lots or these parked cars blocking cars from backing out of parking spaces. Police Chief Titus said one of his officers will look into this situation.

10. Manager's Report

Town Manager Rinehart updated the Council on the work the rail road will be doing in and around Avenue 25E and William Street and the possibility of reopening the rail road spur that splits at Wellton going to Phoenix.

Deputy Clerk Hopkins gave the Council a report on the upcoming election. She reported there will be 891 publicity pamphlets set to be mail within the week. The election will be on March 8th and since we only have our two incumbents running the Council Election is pretty much a slam dunk but we still need to encourage people to vote, either early or at the poll, on Proposition #401, our expenditure limitation option. Yuma County handling our early ballot process; they will mail out the "request for early ballots", then send the early ballots out, receive them and verify the signatures. The County Recorder will then deliver the verified early ballots to us on the Friday before Election Day for counting by our poll works after the poll closes.

11. Executive Session - No need for an Executive Session

12. Adjournment

A motion was made by Council Person Bejarano, seconded by Vice Mayor Moser, to adjourn. Voice vote 5-0. Motion carried. Meeting adjourned at 8:20 p.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Wellton, Arizona held on the 18th day of January 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Approved this 5th day of April 2011

Rodney L. Rinehart
Town Manager/Clerk

Exhibit "E"

NORTHERN ARIZONA UNIVERSITY | YUMA *Branch Campus*

NAU-Yuma
PO Box 6238
Yuma, AZ 85366-6238

928-317-6400
928-317-6418 fax
nau.edu/yuma

October 4, 2010

Kathryn R. "Casey" Prochaska, Chair
Yuma County Board of Supervisors
198 S. Main Street
Yuma, AZ 85364

cc Robert Pickels

In re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. § 28-9101, et seq.

Dear Chair Proshaska,

The Yuma Branch Campus of Northern Arizona University, with the permission of President John Haeger, joins with others in Yuma County in requesting that the Yuma County Board of Supervisors establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities, towns and the university requesting such, as well as any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et eq. toward the formation of an intergovernmental public transportation authority be undertake forthwith.

Please advise me, as the Campus Executive Officer of the Yuma Branch Campus of Northern Arizona University, as to what additional steps and actions may be required toward the completion of the requested action.

Sincerely,

Larry A. Gould, PhD
Associate Vice President and Campus Executive Officer
Yuma Branch Campus of Northern Arizona University

Cc: Robert Pickels, County Administrator

Exhibit "F"

2011-00660 RESOLUTION
01/18/2011 10:37:33 AM Pages: 3 Fees: $0.00
Requested By:CITY OF YUMA
Recorded By: dshepard
Robyn Stallworth Pousuette County Recorder, Yuma County AZ

Please return original document
to the Board of Supervisors Office,
ATTENTION: Deanne Dotan, 373-1105
(Name & phone number)

TYPE OF DOCUMENT:

Resolution No. 10-52
A Resolution of the Yuma County Board of Supervisors Establishing an Intergovernmental Public Transportation Authority within Yuma County, Pursuant to A.R.S. § 28-9102

DOCUMENT APPROVAL:

Approved by Yuma County Board of Supervisors:
December 13, 2010, Item No. D1.

YUMA COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 10-52

A RESOLUTION OF THE YUMA COUNTY BOARD OF SUPERVISORS ESTABLISHING AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY WITHIN YUMA COUNTY, PURSUANT TO A.R.S. § 28-9102.

WHEREAS: Yuma County has a population of 200,000 or less persons, as identified by the last preceding certified decennial census in 2000; and

WHEREAS: The governing bodies of the Cities of Yuma, Somerton, San Luis and the Town of Wellton have petitioned the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority (authority) consisting of the areas within the incorporated boundaries of their respective municipalities; and

WHEREAS: The organizing municipalities are not contiguous and have unincorporated areas between them; and

WHEREAS: The Yuma County Board of Supervisors held a public hearing on November 17, 2010 in the City of Yuma to determine public support for the formation of an authority and whether establishing the authority would be in the public interest; and

WHEREAS: The Yuma County Board of Supervisors has determined that establishing an authority would serve the public convenience, necessity, safety or welfare;

NOW, THEREFORE, It is hereby resolved that an intergovernmental public transportation authority is established within Yuma County, Arizona.

It is further resolved that the boundaries of the authority will include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis and the Town of Wellton, as well as all unincorporated areas within Yuma County; that the initial member entities shall be the Cities of Yuma, Somerton, San Luis, the Town of Wellton and Yuma County; and, that each member entity, both now and hereafter, of the intergovernmental public transportation authority shall be entitled to equal representation and voting rights on the organization's governing board.

Adopted this 13th day of December, 2010

KATHRYN "CASEY" PROCHASKA, Chairman

ATTEST:

ROBERT L. PICKELS, JR
County Administrator/Clerk of Board

APPROVED AS TO FORM AND DETERMINED TO BE WITHIN THE SCOPE OF PERFORMANCE OF DUTY OF THE YUMA COUNTY BOARD OF SUPERVISORS:

JON R. SMITH, County Attorney

P:\Resolutions\2010\Res 10-52_Draft #3 RPks.doc

Office of the President
P.O. Box 929
Yuma, Arizona 85366-0929
Voice: (928) 344-7500
Fax: (928) 344-7709
www.azwestern.edu

Exhibit "G"

August 8, 2011

John Andoh, CCTM, Transit Director
Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street
Yuma, AZ 85364

Re: Request to Join the Yuma County Intergovernmental Public Transportation Authority

John,

Arizona Western College requests that Arizona Western College wishes to join the Yuma County Intergovernmental Public Transportation Authority as defined in ARS 28-9101 as already formed per Yuma County Board of Supervisors Resolution 10-52 on December 13, 2010.

Please advise me what additional steps and actions may be required toward the completion of this requested action.

Sincerely,

Glenn E. Mayle

Dr. Glenn Mayle, President

Exhibit "H"

THE COCOPAH INDIAN TRIBE

Office of the Tribal Chairwoman
14515 S. Veterans Drive
Somerton, AZ 85350
Tel: (928) 627-2102
Fax: (928) 627-3173
Email: cocotcsec@cocopah.com

October 18, 2011

John Andoh, Transit Director
2715 E. 14th Street
Yuma, AZ 85364

RE: **Request to join the Yuma County Intergovernmental Public Transportation Authority.**

Mr. Andoh,

The Cocopah Tribal Council at a duly called session conducted on October 14, 2011 agreed to join the Yuma County Intergovernmental Public Transportation Authority.

Mr. Paul Soto will contact you and provide the co-operation needed to complete this action.

Thank you,

Sherry Cordova, Chairwoman
Cocopah Tribal Council

Exhibit "I"

Formula for Funding

Among the non-college/university members, match contributions are determined by the deficit of total cost over federal funds received, divided by percent of total county population.

College/university members contribute on a fee per student basis, calculated each semester – current per student fee per semester is $5.00.00.

See attached Schedule for FY 2011-2012.

Match Contributions - FY 2011-2012						
Agency	Membership	Votes	Population	%	Funding	%
Yuma County	Public	1	59,196	29.89%	$ 158,011	29.89%
City of Yuma	Public	1	93,064	46.99%	$ 248,415	46.99%
City of Somerton	Public	1	14,287	7.21%	$ 38,136	7.21%
Town of Wellton	Public	1	2,882	1.46%	$ 7,693	1.46%
City of San Luis	Public	1	25,505	12.88%	$ 68,080	12.88%
Northern Arizona University*	College	1	-	0.00%	$ -	0.00%
Arizona Western College*	College	1	-	0.00%	$ -	0.00%
Cocopah Tribe*	Tribal	1	817	0.41%	$ 2,181	0.41%
TOTAL		9	198,051	100.00%	$ 528,655	100.00%

*Buys access for students to ride YCAT for free.
*Buys access for students to ride YCAT for free.

*Cocopah pays an additional $39,015 to provide Grey Route free fares and $242,007 for Purple Route (separate route outside system).

Local Match Deficit Per YMPO $ 528,655

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. M.**

Meeting Date: 05/11/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding approval of a contract with Yuma County Arts and Cultural Group for the 2023 Annual Blazing Desert ComicCon event in San Luis, Arizona, for the fiscal year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

Service: Arizona Western College students through the Yuma County Arts and Cultural Group have put on successful Blazing Desert ComicCon events since 2013. The group is tentatively planning a June 2023 date. In 2021, the group adapted to the pandemic protocols and put on a drive-in event as described in the request letter. We are expecting another successful Blazing Desert ComicCon in 2023. They will use the city logo in their advertising for the event.

Amount: The city has entered into contracts with the Yuma County Arts and Cultural Group for the Blazing Desert ComicCon event since 2016. The City Council has directed staff to budget **$5,000.00** for the fiscal year 2022-2023.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH YUMA COUNTY ARTS AND CULTURAL GROUP FOR THE BLAZING DESERT ComicCon EVENT IN THE AMOUNT OF $5,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$5,000.00
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement

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

These funds are budgeted for the fiscal year 2022-2023

Attachments

2022-07-01 ComiCon Contract

2022-03-08 ComiCon Request

AGREEMENT

This agreement ("Agreement") made this _____ day of May 2022, and effective July 1, 2022 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 BLAZING DESERT ComicCon EVENT

Under the terms and conditions of this Agreement, the 2023 Annual Blazing Desert ComicCon event shall be held in San Luis, Arizona, in March of 2023 or a date before June 30, 2023.

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 "San Luis" 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 2023 Annual Blazing Desert ComicCon events. It is understood that the event may take place as an outdoor event or a virtual event if pandemic protocols require it.

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, 2023, 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 (which is the date of the last Party's signature).

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Yuma County Arts & Cultural Group

Antonio Carrillo, President & CEO

Date: _____

March 8, 2022

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

Dear Mayor Sanchez and members of the Council,

I am hereby asking for your financial assistance to organize and celebrate the ***2023 Blazing Desert ComicCon*** (BDCC) in San Luis, Arizona. It is worth noting that in 2023, the event will be celebrating its 10th years anniversary.

In 2021, the COVID-19 world health crisis has had a tremendous impact on this event. However, we were able to put together an evening of fun for our community in a drive-in format. We had activities that included a dinosaurs screening, gigantic inflatable tyrannosaurus for families to take selfies, several merchandise and artistic booths, raffles, and a virtual cosplay competition, all attendees received a bag with goodies. This was the first time that all activities were managed on a touch-free environment, observing the city and the Center for Disease Control health guidelines regarding COVID-19 protocols.

This year, we are tentatively planning the event in June 2022. Our plan is to offer a less restrictive event with different activities for the attendees. We will include cosplay children, youths, and a general competition. We are planning round table discussions with specific topics and guest speakers, video games, card tournaments, guest artists, social media influencers, film, videos, dance, music, and many more activities.

It has been proven that this event attracts visitors from the surrounding cities and other cities as far as Las Vegas, Los Angeles, San Diego, Phoenix, Tucson and Mexico. It is a day full of fun for the people of our communities, visitors, and the all the people taking part in the planning, organizing and implementation of the event. Our gratitude to the city government, organizers, supporters and volunteers who have a crucial role in the implementation of the festival.

It is our intent to continue bringing this event which is unique and highlights and celebrates the diversity of the audience that year after year supports the event. We appreciate your support and help to organize it and would like to request your $5000 financial assistance to organize in 2023 during its ten-year existence.

For further information, please contact me at your convenience at (928) 246-5212 or via email.

Sincerely,

Antonio C. Carrillo, M.A/M.Ed.
Yuma County Arts and Cultural Group
P.O. Box 4293
San Luis, Arizona 85349

Cc: Mr. Lizandro Galaviz

March 8, 2022

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

Dear Mayor Sanchez and members of the Council,

I am hereby asking for your financial assistance to organize and celebrate the ***2022 San Luis Film Festival*** (SLFF) on November 2022 in San Luis, Arizona.

Despite the current world health crisis, the film festival just celebrated its 10th anniversary on November 2021. We have continued promoting the art and culture in the City of San Luis, Arizona and the region. During these years, we have featured thirty-five films from different countries that include the United States, Mexico, Spain, France, Cuba, Dominican Republic, Austria-Australia-Germany, and Spain. We have hosted more than thirty actors, directors and producers from; Argentina, Mexico, USA and Dominican Republic. Most films and the professionals taking part in the creation have received several awards in Mexico, the United States, France, Germany and many other countries.

In the past ten years, more than five thousand people have attended the screenings at the ***San Luis Cesar Chavez Cultural Center.*** The SLFF social media platforms currently have 1517 fans and 1578 followers on *Facebook*, 313 on *Twitter*, 222 on *Instagram* and 12 on *YouTube*. In 2020 and 2021 our virtual audience grew exponentially reaching 1700 viewers at the 2021 opening night live and 3600 viewers on the 2020 opening night live, on Facebook. Furthermore, and as part of the 10th year anniversary we had several Live! Presentations that included several artists such as *Jorge Luis Moreno* 6700 viewers, *Baltimore Beltran* 1200, Jorge *Leyva* 1100 viewers, 1200 viewers, *Alberto Trujillo* 838 viewers, *Guillermo Vejar* 664 viewers, *Laurie Coyle* 493 viewers, *Hill Diaz* 433 viewers, *Roy Dorantes* 344 viewers. Our virtual reach has highlighted San Luis, Arizona in an incredible positive way not only in our city and region but beyond our borders.

We firmly believe that this event contributes to the enrichment not only to the people of our communities but to all the people taking part in the planning, organizing and implementation of the event. Our gratitude to the city government, organizers, supporters and volunteers who have a crucial role in the implementation of the festival.

It is our intent to continue highlighting our city here and beyond, providing quality entertainment to our community, mentoring our youth, and serving as a platform for talented locals and international artists, but cannot do it without your help. Therefore, we are requesting your assistance in the amount of $5000 for this purpose.

For further information, please contact me at your convenience at (928) 246-5212 or via email.

Sincerely,

Antonio C. Carrillo, M.A/M.Ed.
Email: Antonio@sanluisfilmfestival.com
Yuma County Arts and Cultural Group
P.O. Box 4293
San Luis, Arizona 85349

Cc: Mr. Lizandro Galaviz

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. N.**

Meeting Date: 05/11/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2217. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving a one-time contribution under the Intergovernmental Agreement with Yuma County Intergovernmental Public Transportation Authority for the Yuma County Area Transit ("YCAT"), the regional public transportation services for the fiscal year 2022-2023: repealing conflicting provisions; and providing for severability. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

On April 25, 2022, the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") Board of Directors approved a one-time contribution to pay the amount owed to the Yuma County Treasurer's Outstanding Registered Warrants for Treasurer Account 08808. At the same meeting, the Board approved the San Luis portion of the contribution to be $158,912.66.

The San Luis City Council directed staff to budget an amount not to exceed $158,920.00.00. It is prudent to approve this one-time contribution by resolution since the city's Intergovernmental Agreement with YCIPTA requires a resolution for annual contributions

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2217 FOR THE ONE-TIME CONTRIBUTION IN AN AMOUNT NOT TO EXCEED $158,920 TO THE YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$158,920
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement

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

These funds are budgeted for the fiscal year 2022-2023.

Attachments

Resolution No. 2217
2022-04-25 YCAT One-Time Contribution

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No.2217

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING A ONE-TIME CONTRIBUTION UNDER THE INTERGOVERNMENTAL AGREEMENT WITH THE YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY FOR THE YUMA COUNTY AREA TRANSIT ("YCAT"), THE REGIONAL PUBLIC TRANSPORTATION, FOR THE FISCAL YEAR 2022-2023; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, in 2012, the City of San Luis entered into a twenty-five-year intergovernmental agreement ("IGA") with the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") along with Yuma County, the City of Yuma, the City of Somerton, the Town of Wellton, the Cocopah Tribe, the Quechan Tribe, Arizona Western College, and Northern Arizona University; and

WHEREAS, at its April 25, 2022, board meeting, YCIPTA approved a one-time contribution to pay the amount owed to the Yuma County Treasurer's Outstanding Registered Warrants for Treasurer Account 08808.; and

WHEREAS, at the same board meeting, YCIPTA approved the San Luis portion of the contribution to be $158,912.66; and

WHEREAS, San Luis City Council directed staff to budget an amount not to exceed $158,920.00 for the annual contribution to YCIPTA.

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

Section 1: A one-time contribution in an amount not to exceed $158,920.00 to YCIPTA for the fiscal year 2022-2023 is approved.

Section 2: The appropriate city officials are authorized and directed to submit the contribution in section 1 above upon the invoice for YCIPTA using non-federal funds.

Section 3: City officers and employees are authorized and directed to perform all

acts necessary or desirable to give effect to this resolution.

Section 3: If a conflict arises between the provisions of this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this resolution shall govern.

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

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____day of May 2022.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Yuma County Intergovernmental Public Transportation Authority

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

April 25, 2022

Ralph Velez
City of San Luis
PO Box 1170
San Luis, AZ 85349

RE: Request for One Time Contributions for Yuma County Area Transit

Dear Mr. Velez:

On April 25, 2022, the Yuma County Intergovernmental Public Transportation Authority Board of Directors approved a one-time contribution, in order to pay the amount owed to Yuma County Treasurer's Outstanding Registered Warrants for Treasurer Account 08808.

This is ***not*** an invoice, but is a request based on the Board of Directors action on April 25, 2022. Invoices will be sent out in first week of June 2022. They will be due payable in full on July 31, 2022.

On Time Contribution

City of San Luis	$158,912.66

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
Jerry Cabrera - Chairman - City of Somerton, Ralph Velez – Vice Chairman - City of San Luis,
Jay Simonton Sec/Treas– City of Yuma, Richard Marsh – Town of Wellton,
Brian Golding, Sr.-Quechan Tribe, , Eric Holland – Cocopah Tribe, Susan Thorpe – Yuma County,
Susan M. Zambrano - Arizona Western College, Dr. Michael Sabath - Northern Arizona University

Shelly Kreger, Transit Director

Replacement of the funds lost due to non eligble inkind from Yuma County and Greyhound totaling $434,489. Total cash match needed from the enities to make up the shortage is $1,056,228

Based on Current percentages

Governmental Entity	Amount of Annual Contributions		New Annual Dues	One-time contribution
Yuma County	$154,960	24.92%	$263,250.48	$ 348,930.98
City of Yuma	$200,000	32.17%	$339,765.72	$ 450,349.74
Town of Wellton	$14,499	2.33%	$24,631.32	$ 32,648.10
City of San Luis	$70,573	11.35%	$119,891.43	$ 158,912.66
City of Somerton	$29,919	4.81%	$50,827.25	$ 67,370.07
Quechan Indian Tribe	$5,757	0.93%	$9,780.16	$ 12,963.32
Cocopah Indian Tribe	$41,031	6.60%	$69,704.64	$ 92,391.50
NAU	$5,000	0.80%	$8,494.14	$ 11,258.74
AWC	$100,000	16.08%	$169,882.86	$ 225,174.87
Total	**$621,739**		**$1,056,228.00**	**$ 1,400,000.00**

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. O.**

Meeting Date: 05/11/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding approval of a contract with Yuma County Arts and Cultural Group for the San Luis Film Festival event in San Luis, Arizona, for the fiscal year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

Service: Since 2011, the Yuma County Arts and Cultural Group has organized successful film festivals. The group plans a November 2022 date for the San Luis Film Festival at the Cesar Chavez Cultural Center. The group adjusted to the pandemic with drive-in experiences. This year, the group is pleased to bring quality film and live guest appearances again. As always, the Group will use the city logo and "San Luis" prominently displayed in their advertising for the event.

Amount: The City Council has directed staff to budget in the amount of **$5,000.00** for the fiscal year 2022-2023.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH YUMA COUNTY ARTS AND CULTURAL GROUP FOR THE SAN LUIS FILM FESTIVAL IN THE AMOUNT OF $5,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$5,000.00
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement

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

These funds are budgeted for the fiscal year 2022-2023

Attachments

2022-07-01 Film Festival

2022-03-08 Film Festival Request

AGREEMENT

This agreement ("Agreement") made this _____ day of May 2022, and effective July 1, 2022. This Agreement is between Yuma County Arts and Cultural Group, a domestic nonprofit corporation organized under the laws of Arizona, of P.O. Box 4293 San Luis, Arizona 85349, ("Group"), and City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative offices at City Hall, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona 85349 ("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 2022-2023 San Luis Film Festival event shall be held in San Luis, Arizona, on a date on or before June 30, 2023.

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 2022-2023 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 2022-2023 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, 2022, 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 (which is the date of the last signature of a Party).

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Yuma County Arts & Cultural Group

Antonio Carrillo, President & CEO
Date:
_____

March 8, 2022

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

Dear Mayor Sanchez and members of the Council,

I am hereby asking for your financial assistance to organize and celebrate the ***2022 San Luis Film Festival*** (SLFF) on November 2022 in San Luis, Arizona.

Despite the current world health crisis, the film festival just celebrated its 10th anniversary on November 2021. We have continued promoting the art and culture in the City of San Luis, Arizona and the region. During these years, we have featured thirty-five films from different countries that include the United States, Mexico, Spain, France, Cuba, Dominican Republic, Austria-Australia-Germany, and Spain. We have hosted more than thirty actors, directors and producers from; Argentina, Mexico, USA and Dominican Republic. Most films and the professionals taking part in the creation have received several awards in Mexico, the United States, France, Germany and many other countries.

In the past ten years, more than five thousand people have attended the screenings at the ***San Luis Cesar Chavez Cultural Center.*** The SLFF social media platforms currently have 1517 fans and 1578 followers on *Facebook*, 313 on *Twitter*, 222 on *Instagram* and 12 on *YouTube*. In 2020 and 2021 our virtual audience grew exponentially reaching 1700 viewers at the 2021 opening night live and 3600 viewers on the 2020 opening night live, on Facebook. Furthermore, and as part of the 10th year anniversary we had several Live! Presentations that included several artists such as *Jorge Luis Moreno* 6700 viewers, *Baltimore Beltran* 1200, Jorge *Leyva* 1100 viewers, 1200 viewers, *Alberto Trujillo* 838 viewers, *Guillermo Vejar* 664 viewers, *Laurie Coyle* 493 viewers, *Hill Diaz* 433 viewers, *Roy Dorantes* 344 viewers. Our virtual reach has highlighted San Luis, Arizona in an incredible positive way not only in our city and region but beyond our borders.

We firmly believe that this event contributes to the enrichment not only to the people of our communities but to all the people taking part in the planning, organizing and implementation of the event. Our gratitude to the city government, organizers, supporters and volunteers who have a crucial role in the implementation of the festival.

It is our intent to continue highlighting our city here and beyond, providing quality entertainment to our community, mentoring our youth, and serving as a platform for talented locals and international artists, but cannot do it without your help. Therefore, we are requesting your assistance in the amount of $5000 for this purpose.

For further information, please contact me at your convenience at (928) 246-5212 or via email.

Sincerely,

Antonio C. Carrillo, M.A/M.Ed.
Email: Antonio@sanluisfilmfestival.com
Yuma County Arts and Cultural Group
P.O. Box 4293
San Luis, Arizona 85349

Cc: Mr. Lizandro Galaviz

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. P.**

Meeting Date: 05/11/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the dues to Yuma Metropolitan Planning Organization (YMPO) for the fiscal year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

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

YMPO's attached Agenda Packet and Minutes from May 31, 2018, show the calculation for the city's contribution.

The exact amount cannot be calculated until December, but $13,564.09 is the current estimate for budgeting purposes according to YMPO's attached March 31st letter. City Council directed staff to budget for YMPO's estimated dues.

Amount: The City of San Luis has paid dues to YMPO in the past. The City Council has directed staff to use the estimated budget in the amount of **$13,564.09** to include in the budget for Fiscal Year 2022-2023.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE A BUDGET FOR YMPO DUES IN THE AMOUNT OF $13,564.09.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$13,564.09
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement

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

These funds are budgeted in FY 2022-2023.

Attachments

2022-03-31 YMPO Dues Estimate
YMPO's Agenda Packet 5/31/2018
Approved Minutes

Yuma Metropolitan Planning Organization

230 West Morrison Street
Yuma, Arizona 85364
www.ympo.org

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

Local Governments and Citizens Working Together

March 31, 2022

Lizandro Galaviz, Acting City Manager
City of San Luis
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

Subject: FY 2022-23 YMPO Member Agency Dues

Dear Mr. Galaviz:

The Yuma Metropolitan Planning Organization (YMPO) has re-evaluated recommended estimates of local matching funds needed to support the FY 2022-23 YMPO Unified Planning Work Program (UPWP) and annual budget. As you are aware Federal Transportation Funds (including funds for planning activities) have substantially increased under current legislation. As a result, the recommended estimate for the fiscal year concerned has increased accordingly. The total FY 2023 estimated assessment (or dues) for the City of San Luis is $13,564.09. 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,

Crystal Figueroa
Executive Director

cc: Entity dues file

EXECUTIVE BOARD
REGULAR MEETING AGENDA

Local Governments & Citizens Working Together

EXECUTIVE BOARD
Regular Meeting
Thursday, May 31, 2018
1:30 P.M.

Cocopah Resort and Conference Center
15268 South Avenue B
Somerton, Arizona 85364
See Map at the End of the Agenda

YMPO EXECUTIVE BOARD

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

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

1. Call to Order and the Pledge of Allegiance.
   The meeting will be called to order and members will be asked to recite the Pledge of Allegiance.

2. Roll Call Attendance and Declaration of Votes.
   The YMPO Executive Assistant/Accountant II, Crystal Figueroa, will call the attendance roll, and if any members of the City of Yuma are not in attendance, those members that are in attendance will have the opportunity to declare which members will carry their respective number of proxy votes.

3. Call to the Public
   This item is to provide an opportunity for presentation of comments by the public on subjects not on the agenda. Individuals wishing to address the Board need not request permission in advance and are limited to three (3) minutes.

4. Consent Agenda

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

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

B. YMPO Income and Expenditure Report for April 2018

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

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

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

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

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

6. TIP Federal Funding Reimbursement

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

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

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

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

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

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

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

10. Possible Future Agenda Items.

The following item will be heard at a future meeting.

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

11. Progress Reports.

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

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

12. Adjournment.

Notice: In accordance with the Americans with Disabilities Act (ADA) and section 504 of the Rehabilitation Act of 1973, YMPO does not discriminate on the basis of disability, in the admission of, or access to, or treatment or employment in, its programs, activities, or services. If you have any questions regarding YMPO programs, activities, or services, please contact Paul Ward or Charles Gutierrez at 928-783-8911.

Yuma
San Luis
Cocopah
Wellton
Somerton
Yuma County
ADOT
Y M P O

Local Governments & Citizens Working Together

EXECUTIVE BOARD
REGULAR MEETING MINUTES

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

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

1. Call to Order and the Pledge of Allegiance.

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

2. Roll Call Attendance.

The YMPO Executive Assistant/Accountant II, Crystal Figueroa, called the roll as follows:

YMPO Executive Board Members Present:

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

YMPO Executive Board Members Absent:

Vice Chair	Jose Yepez, Mayor, City of Somerton
Member	Jacob Miller, Councilmember, City of Yuma

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

YMPO Staff Present:

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

Additional Attendees:

Gene Dalbey	YRBC
Blake Herzog	Yuma Sun

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

3. Call to the Public
No public members addressed the Board.

4. Consent Agenda
A. Approval of March 29, 2018, Board Meeting Minutes.
B. YMPO Income and Expenditure Report for March 2018.

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

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

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

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

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

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

7. FY 2018-19 YMPO Unified Planning Work Program (UPWP) & Annual Budget

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

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

8. FY 2018-2041 YMPO Regional Transportation Plan (RTP) Amendment #1

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

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

9. Possible Change to the Schedule YMPO Executive Board October Meeting

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

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

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

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

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

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

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

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

12. Possible Future Agenda Items
    - A. YMPO In-Kind Matching and Annual Dues Policy.
    - B. Annual Transportation Improvement Program.

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

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

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

Notice: In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, YMPO does not discriminate on the basis of disability, in the admission of, or access to, or treatment or employment in, its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in YMPO programs, activities, or services, contact Paul Ward at 928-783-8911.

Minutes prepared by:

Crystal Figueroa, Accountant II/
Executive Assistant, YMPO

Minutes reviewed to form by:

Minutes approved in regular session on
May 31, 2018

Paul D. Ward, Executive Director
Yuma Metropolitan Planning Organization

Mayor Cecilia McCollough, Chairwoman
YMPO Executive Board

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

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

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

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

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

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

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

DATE: May 21, 2018.

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

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

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

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

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

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

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

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

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

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

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

MEMBERS ATTENDING:

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

^ Those members not present but represented by proxy.

CONTACT PERSON:

Paul Ward, Executive Director, 928-783-8911

Yuma Metropolitan Planning Organization

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

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

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Local Governments and Citizens Working Together

YUMA METROPOLITAN PLANNING ORGANIZATION RESOLUTION NO. 143

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

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

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

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

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

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

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

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

Whereas: The project supported in this BUILD Application, is consistent with the TIP, approved June 29, 2017 and the Transportation Policy Framework of goals, objectives, and policies, also approved on June 29, 2017; and

Whereas: The YMPO HEREBY CERTIFIES that the metropolitan transportation planning process is being carried on in conformance with all applicable requirements of 23 U.S.C. 134, and as amended by the FAST Act of 2015; and the 1990 Clean Air Act Amendments; and

Whereas: The YMPO FURTHER CERTIFIES that the Metropolitan Transportation Planning Program is being performed to satisfy the following federal regulations:

1. Statewide/Metropolitan Planning (Final Rule); and
2. Air Quality Conformity (Final Rule); and
3. Management, and Monitoring System (Final Rule).

NOW, THEREFORE, BE IT RESOLVED that the Yuma Metropolitan Planning Organization does HEREBY SUPPORT the City of Yuma BUILD Grant Application for the Regional Multimodal Transportation Center in downtown Yuma, Arizona.

ADOPTED AND SIGNED this 31st day of May, 2018.

Cecilia McCollough, Chairwoman
Yuma Metropolitan Planning Organization
Mayor, Town of Wellton

Attest:

Paul D. Ward, P.E., Executive Director
Yuma Metropolitan Planning Organization

Yuma Metropolitan Planning Organization

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

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

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Local Governments and Citizens Working Together

May 8, 2018

The Honorable Elaine L. Chao, Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Dear Secretary Chao:

I am the Executive Director of the Yuma Metropolitan Planning Organization (YMPO) and, therefore, a leading regional partner in transportation planning for the Yuma Urbanized area and the Yuma County planning area. As such, I am writing in support of an application by the City of Yuma, Arizona (the City) for an estimated $11,975,691 Better Utilizing Investments to Leverage Development (BUILD) Transportation Grant to help support the development of a Multi-Modal Transportation Center (Center) in downtown Yuma.

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

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

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

I express my strong support for the Center project as we work to advance and improve the quality of life within the Yuma region. These efforts would not be made possible without the partnerships forged within the City and County of Yuma. These agencies support and share our vision of being a more livable and sustainable community, providing insight and expertise to augment the resources and enthusiasm of our citizens. I would greatly appreciate your careful consideration of this grant application by the City of Yuma.

Yours Sincerely,

Paul D. Ward, P.E., Executive Director
Yuma Metropolitan Planning Organization

YMPO INFORMATION SUMMARY for Agenda Item #6
TIP Federal Funding Reimbursement

DATE: May 21, 2018.

SUBJECT: Loaning a TIP Federal Funding Reimbursement to ADOT.

SUMMARY:
YMPO receives $1,080,229 in STBG (Formerly STP) Apportionments discretionary funds each year for programming on TIP projects. Projects may use these federal funds for ALL phases in the project cycle, pre-design (scoping), design, acquiring rights of-way, utilities and construction. They tend to be mainly used for the design and construction phases of projects. However, once a project has been constructed, it sometimes takes several years for the project to finalize. This is primarily due to a close out documentary process, warranty periods on some items, and lawsuits on others.

Nevertheless, when projects close out, they often release federal funds back to the region that initiated the project. Depending on when these funds are released, this can cause problems with utilizing these released funds. Generally, if they are released early in the fiscal annual cycle, they can be allocated to advance future year projects, or can be used to allocate new funds for projects which have run over budget.

When they are released later in the fiscal year, ADOT usually offers to “borrow” the funds and uses them on ADOT projects in the current fiscal year. However, ADOT then “carries forward” the funds into the next fiscal year and returns them back to the MPO at the beginning of the fiscal year.

PUBLIC INPUT:
No public comments were made for this process

TECHNICAL & POLICY IMPLICATIONS:
TECHNICAL: If more time is available, member agencies have more options for using the funds available. However, due to the short time-frame involved, “loaning” these recently released funds to ADOT is the only realistic option. The YMPO TAC normally decides if the funds can be used on a project that is in need of extra funds, but in this case it is too late in the Fiscal Year to Program these funds.

POLICY: There are no policy implications in this request.

ACTION NEEDED:
This item is on the agenda for information, discussion, and action to approve the Loan of YMPO Obligation Authority and Funds to ADOT for return in FY 2019.

PRIOR BOARD/COMMITEE ACTIONS:
Last time we "loaned" federal funds to ADOT was:

MEMBERS ATTENDING:

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

* Those members neither present nor represented by proxy.
^ Those members not present but represented by proxy.

CONTACT PERSON:
Paul Ward, Executive Director, 928-783-8911

YMPO INFORMATION SUMMARY for Agenda Item #7
FY 2018-2022 YMPO TIP Amendment #4

DATE: May 21, 2018.

SUBJECT: FY 2018-2022 YMPO Transportation Improvement Program (TIP) Amendment #4.

SUMMARY:
The City of San Luis has a Highway Safety Improvement Program (HSIP) federally funded project programmed in the current year of the TIP and the original intent is to complete the project as a "design build" type of project. ADOT has requested the City to split the project into two phases, for design and construction, and that both of these phases should be listed as separate projects in the current TIP. The project changes being proposed are shown in the attached Table One. The amount needed is slightly reduced, but ADOT has through the loan process as mentioned in an earlier agenda item to return the difference in the funds to the YMPO account following the adjustment. There is no effect on the air quality conformity analysis and no change in fiscal years. A TIP Amendment/Administrative Adjustment is needed to accomplish this splitting of the original project.

PUBLIC INPUT:
No public comments were made for this process.

TECHNICAL & POLICY IMPLICATIONS:
TECHNICAL: The request is, officially, an Administrative Adjustment, but we follow almost all of the steps needed for a TIP Amendment. This normally would go in front of the YMPO TAC, but there needed to be an amendment to correctly process this project for construction.

POLICY: There are no policy implications regarding this particular request.

ACTION NEEDED:
This item is on the agenda for information, discussion and possible approval of the FY 2018-2022 YMPO TIP Amendment #4 for submittal to ADOT for approval by the Governor's designee and an eventual amendment to/adjustment of the ADOT STIP.

PRIOR BOARD/COMMITEE ACTIONS:

The TIP was originally approved during the June 29, 2017, Executive Board meeting and was amended in September and December 2017, and most recently in February 2018. The Technical Advisory Committee were consulted prior to each action by the Board and matching recommendations for approval were made by them during the same months. All TAC recommendations and Board approvals were unanimous. Details of attendance and voting during those meetings can be provided, upon request.

CONTACT PERSON:

Charles Gutierrez, Senior Planning/Mobility Manager, 928-783-8911

Table One - Proposed Amendment #4 to the FY 2018-2022 YMPO TIP

The following project in the FY 2018-2022 YMPO TIP will be deleted:

Agency: City of San Luis

TIP #	Project	Description	Fund Type	Local $	Federal $	Total $
SL-18-01C	Juan Sanchez Blvd: 10th Ave to SR 195 (Ave E)	Design and Construct Safety Improvements	HSIP	$0	$320,910	$320,910

And will be replaced by the following two projects:

Agency: City of San Luis

TIP #	Project	Description	Fund Type	Local $	Federal $	Total $
SL-18-01D	Juan Sanchez Blvd: 10th Ave to SR 195 (Ave E)	Design Safety Improvements	HSIP	$0	$95,000	$95,000
SL-18-01CR	Juan Sanchez Blvd: 10th Ave to SR 195 (Ave E)	Construct Safety Improvements	HSIP	$0	$223,374	$223,374

YMPO INFORMATION SUMMARY for Agenda Item #8
UPWP Matching Funds Policy and Procedure

DATE: May 21, 2018.

SUBJECT: Matching Funds in the Unified Planning Work Program.

SUMMARY: YMPO develops a Unified Planning Work Program and Annual Budget (UPWP/B) each year. The UPWP/B is largely federally funded, the federal funds often have different match rates and member agencies are responsible for providing the appropriate local funds to match the federal funds. These local matching funds can be in the form of In-Kind Services or Cash.

YMPO member agencies have reviewed and discussed this item twice in the previous year and YMPO has recently sent out revised requests for payment of the member agency dues for the current fiscal year. The most recent requests are primarily based on procedures used in prior years and the new procedure will guide the funds needed for next fiscal year and onwards.

"In-Kind" contributions come from member agency staff, materials, and services. They must be tracked and quantified by work element and by task. The UPWP must identify the anticipated in-kind contributions, including narrative descriptions of the services provided and the organizations that provide the in-kind services. To date, the tracking of in-kind contributions has not been as detailed as it could be (or should be) and has not been taken to the extent that it should be. The new procedure offers further suggestions as to how the region can increase the amount of in-kind contributions and how they should be tracked.

As it is impossible to predict how many member agency staff members will attend meetings, the precise amount of in-kind contributions are always used in arrears. So, for the FY 2019 UPWP, we use what the in-kind contribution records have been for FY 2018.

The process is summarized as follows:

(1) Compare the current UPWP to the future program;
(2) Estimate the brought forward amounts from the previous year;
(3) Estimate the "new" funds that are expected to be made available;
(4) Distinguish between the "old" and "new" funds;
(5) Estimate the cash matching funds charged to members, for the OLD funds;
(6) Add both old funds and new funds are added together;
(7) Calculate the total matching funds on the combined Old and New funds;
(8) Deduct the total amount of In-kind funds from last year;
(9) Deduct the total amount of Cash from the deferred funds as in step (5);
(10) This results in the Cash matching funds for the new year.
(11) The Cash total is split between member agencies based on the most recent population estimates available from the State Office of Economic Opportunity;
(12) Estimates are sent to member agencies for budget preparation.

Steps (1) through (11) usually occur during the January through March. costs. By October of each year, the UPWP fiscal year has closed out, all the requests for reimbursement have been submitted; the precise amounts of new federal funds allocations are known, and the latest State population estimates are available. At this point a UPWP Amendment often occurs, to reflect the new funds and the status of carry forward funds. Final revisions are made, and new invoices are sent to member agencies.

PUBLIC INPUT:
No public comments were made for this process.

TECHNICAL & POLICY IMPLICATIONS:
TECHNICAL: There is no direct procedure available in YMPO Guidelines, Policies and/or Procedures. Ippon approval, this will be included in the YMPO P&P.

POLICY: There are no policy implications regarding this particular request.

ACTION NEEDED:
This item is on the agenda for information, discussion, and possible action to approve a procedure for deciding how to forecast in-kind local matching funds and to estimate and calculate the cash matching funds (local dues) needed to match the federal funds included in the YMPO UPWP each year.

PRIOR BOARD/COMMITEE ACTIONS:
The TIP was originally approved during the June 29, 2017, Executive Board meeting and was amended in September and December, 2017, and most recently in February, 2018. The Technical Advisory Committee were consulted prior to each action by the Board and matching recommendations for approval were made by them during the same months. All TAC recommendations and Board approvals were unanimous. Details of attendance and voting during those meetings can be provided, upon request.

CONTACT PERSON:
Paul Ward, Executive Director, 928-783-8911

Yuma San Luis Cocopah Wellton Somerton Yuma County ADOT

YMPO

Local Governments & Citizens Working Together

EXECUTIVE BOARD
REGULAR MEETING MINUTES

Executive Board
Regular Meeting
Thursday, May 31, 2018
1:33 p.m.

Cocopah Resort and Conference Center
15268 South Avenue B
Somerton, Arizona 85364

1. Call to Order and the Pledge of Allegiance.
YMPO Chairwoman Cecilia McCollough called the Executive Board (the Board) meeting of the Yuma Metropolitan Planning Organization (YMPO) to order at 1:33 p.m. She called on the Mayor of the City of Somerton, Jose Yepez, to lead the Pledge of Allegiance.

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

YMPO Executive Board Members Present:

Chairwoman	Cecilia McCollough, Mayor, Town of Wellton
Vice Chair	Jose Yepez, Mayor, City of Somerton
Member	Maria Ramos, Vice-Mayor, City of San Luis (by telephone)
Member	Paul Patane, ADOT SW District Engineer
Member	Lynne Pancrazi, Board of Supervisors, Yuma County
Member	Karen Watts, Councilmember, City of Yuma

YMPO Executive Board Members Absent:

Member	Jacob Miller, Councilmember, City of Yuma
Secretary/Treasurer	J. Deal Begay, Jr., Vice-Chairman, Cocopah Indian Tribe
Member	Gary Knight, Deputy Mayor, City of Yuma
Member	Martin Porchas, Board of Supervisors, Yuma County

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

YMPO Staff Present:

Executive Director	Paul Ward
Senior Planner	Charles Gutierrez
Accountant II	Crystal Figueroa

Additional Attendees:

Susan Thorpe	Yuma County
Blake Herzog	Yuma Sun

Declaration of Votes.
Councilmember Karren Watts submitted to Mr. Paul Ward, YMPO Executive Director, proxy letters from Councilmember Jacob Miller and Deputy Gary Knight, she declared her proxy vote for a total of five votes for the City of Yuma.

3. Call to the Public
No public members addressed the Board.

4. Consent Agenda
   A. Approval of April 26, 2018, Board Meeting Minutes.
   B. YMPO Income and Expenditure Report for April 2018.

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

5. Resolution in Support of a BUILD Grant Application for the City of Yuma and YCIPTA.
YMPO Executive Director Paul Ward presented on the Better Utilizing Investments to Leverage Development (BUILD) Grant, replacing the TIGER Grant. He reminded members that YMPO had originally adopted a Resolution in support of a TIGER Grant application for the development of the YMPO region's first Multi-Modal Transportation Center during the September 2017 Board meeting. He mentioned that the City of Yuma and the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) have requested additional support for the similar application for a BUILD Grant for the same project in the form of a letter of support and a draft resolution.

Paul Patane, the ADOT Southwest District Engineer, asked if there were any other local governments within the YMPO region applying for the same funding. Mr. Ward mentioned that the City of San Luis may apply for funding improvements in their City. San Luis Vice-Mayor Maria Ramos confirmed that the City of San Luis were looking to apply for improvements to Juan Sanchez Blvd. Mr. Patane, then asked if the City of Yuma and the City of San Luis would then be competing against each other for the same grant. Mr. Ward affirmed it would be a competitive situation within the region in this case if San Luis decided to apply for the BUILD Grant. He continued to explain that the request for the support letter came from the City of Yuma and YCIPTA for their application and it wouldn't be a question of money coming to the region and then dividing it.

The Chairwoman asked if there was a negative in promoting a letter of support for both. Mr. Ward mentioned he did not foresee a problem with supporting both applications equally if they are valid and carry the support of the public. At that point, Vice-Chair Jose Yepez recommended that the City of San Luis should submit their request for a letter of support to the YMPO Board. The Chairwoman asked for a motion approving a letter of support and adopting a Resolution supporting the City of Yuma and YCIPTA's request.

MOTION: Supervisor Pancrazi moved to approve the request for a BUILD letter of support and Resolution as requested. Councilmember Karen Watts seconded. The motion was unanimously approved, with Mr. Patane not voting.

6. TIP Federal Funding Reimbursement

Mr. Ward informed the Board that ADOT returned $194,712.01 of Federal Funds back to the region. Since funds were released late in the fiscal year, ADOT has agreed to borrow the funds so the region doesn't 'lose' them and they will be returned by ADOT in the next fiscal year.

MOTION: Vice-Chair Yepez moved to approve the Loan of YMPO Obligation Authority and Funds to ADOT with their return in FY 2019. Vice Mayor Ramos seconded and the motion was unanimously passed.

7. FY 2018-2022 YMPO Transportation Improvement Program (TIP) Amendment #4

Mr. Ward presented on the FY 2018-22 YMPO Transportation Improvement Program (TIP) Amendment#4. He mentioned that currently, the City of San Luis has a Highway Safety Improvement Program (HSIP) federally funded project programmed in the current year of the TIP. The original intent was to complete the project as a "design-build" type of project but ADOT had suggested that the project should be moved forward in two separate phases, design and then construction. A TIP Amendment/Administrative Adjustment is needed to accomplish the splitting of the original project.

MOTION: Councilmember Ramos moved to approve Amendment #4 to the FY 2018-2022 YMPO TIP for submittal to ADOT. Councilmember Watts seconded, and the motion was unanimously approved.

8. Matching Funds in the Unified Planning Work Program

Mr. Ward presented to the Board with a formal procedure for deciding how to forecast In-Kind and Cash Matching Funds. He reminded members that he had made a similar presentation in the past, outlining the federal funds and the matching funds being split between "In-Kind" and "Cash" matching funds. The only slight difference was to emphasize that, in this process, the deduction of all the agencies' combined "In-Kind" matching funds from the total amount would occur BEFORE dividing the "Cash" matching funds between member agencies on a population basis. These "Cash" matching funds would form the annual dues for each member agency.

MOTION: Supervisor Pancrazi moved to approve the calculation of matching funds as explained during the presentation. Vice Mayor Ramos seconded, and the motion was unanimously approved.

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

A. Staff Reports.
B. TAC Minutes.
C. Conference Updates.
D. MPO/COG Director/Planner Meeting.
E. Rural Transportation Advocacy Council activities. Kevin Adams presented update.
F. Projects - Economic Development and Transportation.
G. FY 2018-41 YMPO Long-Range Transportation Plan.

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

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

20. Adjournment.
    There being no further business to discuss, the meeting was adjourned at 2:41 p.m.

Notice: In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, YMPO does not discriminate on the basis of disability, in the admission of, or access to, or treatment or employment in, its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in YMPO programs, activities, or services, contact Paul Ward at 928-783-8911.

Preparation and Approval of Minutes:

Minutes prepared by:

Crystal Figueroa, Accountant II/
Executive Assistant, YMPO

Minutes approved in regular session on
July 26, 2018

Minutes reviewed to form by:

Paul D. Ward, Executive Director
Yuma Metropolitan Planning Organization

Mayor Cecilia McCollough, Chairwoman
YMPO Executive Board

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. A.**

Meeting Date: 05/11/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a Guaranty for Greater Yuma Port Authority ("GYPA") infrastructure loan from Yuma County. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

On May 4, 2022, the Yuma City Council authorized their City Administrator to execute a guaranty identical to the attached (except, with the City of Yuma as guarantor, not the City of San Luis, of course). The attached guaranty confirms that the City of San Luis will act as a Guarantor for thirty-three percent (33 1/3%) of the loan balance for the Greater Yuma Port Authority Infrastructure loan for Magrino Industrial Park from Yuma County.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO AUTHORIZE THE ACTING CITY MANAGER TO TAKE ALL STEPS AND EXECUTE ALL DOCUMENTS RELATING TO THE PROPOSED GUARANTY OF THE YUMA COUNTY LOAN TO GYPA THAT ARE ACCEPTABLE TO THE ACTING CITY MANAGER WITHOUT FURTHER APPROVAL FROM CITY COUNCIL.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	See fiscal impact statement
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

On April 4, 2022, No. 22-04, the Yuma County Supervisors approved a budget for an infrastructure loan to Greater Yuma Port Authority ("GYPA") for $1,550,000. If GYPA were to default on the loan, depending upon the amount the GYPA were to owe at that time, the City of San Luis would back thirty-three and one-third percent (33 1/3%) of the debt.

Attachments

Guaranty

County Agenda April 4

GUARANTY OF SECURED PROMISSORY NOTE

$2,228,000.00 SAN LUIS, ARIZONA

_____, 2022

1. PROMISE TO PAY. FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the City of San Luis, Arizona ("Guarantor") promises to pay to the order of County of Yuma, Arizona ("Payee") 33 1/3 % of the balance of the indebtedness as evidenced by the Promissory Note executed on the ____ day of _____, 2022 should GREATER YUMA PORT AUTHORITY ("GYPA") default on the terms of the Promissory Note executed on _____, 2022 ("Promissory Note").

Any repayment under the terms of this Guaranty upon default of the GYPA shall be made in accordance with the terms of the Promissory Note and this Guaranty and no acceleration of the debt shall be made unless and until the Guarantor fails to make monthly payments as provided for in the Promissory Note and Section 3 below. Should the Payee wish to exercise its right pursuant to this Guaranty, the Payee shall notify the Guarantor in writing and allow the Guarantor thirty (30) days from the date of said written notice to cure the GYPA's default and become current pursuant to the terms of the Promissory Note.

2. COLLECTION COSTS. If suit, arbitration or other legal proceeding or any nonjudicial foreclosure proceeding is instituted or any other action is taken by any party to this Guaranty and/or Promissory Note, the prevailing party shall pay reasonable attorneys' fees and other costs (to be determined by the court or arbitrator and not by jury, in the case of litigation or arbitration) incurred thereby. Such fees and costs shall be included in any judgment or other award obtained by the prevailing party.

3. DEFAULT AND ACCELERATION. Upon the occurrence of any Event of Default under the terms of the Promissory Note, then, at the option of Payee, Payee may exercise any one or more of the remedies otherwise available, including, without limitation, declaring the total then unpaid indebtedness evidenced by the Promissory Note to be immediately due and payable. An "Event of Default" under this Guaranty shall be defined as the failure by the Guarantor to bring the account current within thirty (30) days written notice of GYPA's default and to begin to render payment pursuant to the terms of payment detailed in the Promissory Note.

4. NO WAIVER BY PAYEE. Failure of Payee to exercise any option hereunder shall not constitute a waiver of the right to exercise the same in the event of any subsequent default or in the event of continuance of any existing default after demand for strict performance hereof.

5. NOTICES. All notices or other communications required or permitted to be given hereunder, shall be in writing, and shall become effective upon receipt if delivered in person, upon delivery if deposited with a recognized national courier for next business day delivery, or 72 hours after such are deposited in the United States mail, certified postage prepaid and return receipt request, addressed as shown below:

City of San Luis
Attn: City Administrator
P.O. Box 1170
San Luis, Arizona 85349

6. DURATION OF GUARANTEE. This Guaranty will take effect when fully executed and received by Payee, without the necessity of any acceptance by Payee or any notice to Guarantor or GYPA, and will continue in full force until all of the Guarantor's share of the indebtedness as set forth in the Promissory Note and this Guaranty is paid in full. A revocation received by Payee of any one or more guarantors shall have no effect on any of Guarantor's liability under this Guaranty.

7. GOVERNING LAW AND VENUE. This Guaranty is delivered in and shall be construed according to the law of the State of Arizona, in and for the County of Yuma.

8. SUBROGATION. In consideration of inducing Guarantor to execute this Guaranty, without which the loan by Payee to GYPA of the Additional Funding ("Additional Funding Loan") referenced in the Intergovernmental Agreement between Payee and GYPA approved by the Yuma County Board of Supervisors on February 7, 2022 (the "County GYPA IGA"), such Additional Funding Loans being for the benefit of both the County and GYPA, would not have occurred, and for other good and valuable consideration, receipt of which is acknowledged, County and GYPA agree with Guarantor as follows:

(a) If a default by GYPA in the repayment of the Additional Funding Loan occurs under the Payment Agreement, Secured Promissory Note, Deed of Trust and any other related agreements (collectively, the "Additional Funding Loan Documents"), and if and to the extent that Guarantor pays any or all of its 33-1/3% of its $_____ Guaranty of the indebtedness evidenced by the Additional Funding Loan Documents, Guarantor immediately and without notice shall be subrogated and take the place of the County, *pari-passu* with the County, to the extent of such payments by Guarantor, the same as if Guarantor were named in the Loan Documents along with the County related to the Additional Funding Loan (collectively, the "Subrogation").

(b) The County and GYPA each represent and warrant to Guarantor that the Additional Funding Loan and the Additional Funding Loan Documents are not subject to any prior loan by the County, by 1st Bank Arizona, by the City of San Luis, Arizona or under the American Rescue Plan Act referenced in the County GYPA IGA, except the $1,027,434.00 loan dated 6/5/2020 by First Bank Yuma to GYPA evidenced by the Business Loan Agreement, Promissory Note, Deed of Trust recorded at _____ Official Records of Yuma County, Arizona, and any related agreements between First Bank Yuma and GYPA (the "Prior Bank Loan Documents").

(c) Neither the County nor GYPA shall modify, alter, amend, assign, cancel or terminate any of the Additional Funding Loan Documents or the Prior Bank Loan Documents without the express and specific prior written consent of Guarantor.

(d) The County and GYPA each waives the right, if any, to claim the invalidity or partial invalidity of this Subrogation for any reason, including without limitation that Guarantor is

a member of GYPA or that this Subrogation is subject to the full payment of the Additional Funding Loan.

(e) The County GYPA and Guarantor each shall execute and deliver such further documents and take such further actions as may be reasonably necessary to evidence or implement the provisions of this Section 8.

(f) This Section 8 shall be binding upon and inure to the benefit of the County, GYPA and Guarantor, their successors and permitted assigns.

EXECUTED as of the date set forth at the beginning of this Guaranty.

GUARANTOR:

CITY OF SAN LUIS, ARIZONA

_____
By: _____
Its: _____
Mailing Address: _____

ATTEST:

_____
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM

By: _____
Kay Marion Macuil
City Attorney

TRUSTOR:

GREATER YUMA PORT AUTHORITY, INC., AN ARIZONA NON-PROFIT CORPORATION

_____
By: _____
Its: _____
Mailing Address: _____

BENEFICIARY:

YUMA COUNTY, A POLITICAL BODY IN THE STATE OF ARIZONA

_____
By: _____
Its: _____
Mailing Address: _____

ATTEST:

_____
Susan Thorpe,
Clerk of the Board

APPROVED AS TO FORM

By: _____
Jon Smith
County Attorney

BOS Regular Agenda

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AIR-11205 **Consent Calendar 11.**

Meeting Date: 04/04/2022
Title: BAR No. 22-04 Periodic Budget Adjustments
Submitted By: Susan Thorpe
Prepared by: Lucia Gomez
Department: County Administrator/OMB
Special District: Jail District
Strategic Pillar: Operational Excellence

Information

1. REQUESTED BOARD ACTION:
County Administration/OMB: Adopt Budget Amendment Resolution No. 22-04 amending budget authority for various departments/agencies/districts utilizing available and appropriated budget authority.

2. SUMMARY:
This periodic adjustment is submitted on behalf of the department/agency/district based on deferred budget amendment requests from late January 2022 through March 2022.

Additional information is presented as follows:

County Administrator-Grants Division: Transfer budget authority of $1,180,000 for CIP No. 2.2104 Foothills Multipurpose Complex from department 2200 (Facilities Management) to 9500 (County Administrator-Grants) to align with the department managing the project.

Public Works-Fleet Management: To increase budget authority for $92,527 utilizing appropriated and available contingency for the purchase of an alignment system and lift rack.

Sheriff's Office: To increase budget authority in the DPS Special Revenue Fund by $270,000 utilizing appropriated and available contingency.

County Attorney: To increase supplies & services budget authority by $44,439 for additional funding received in the Crime Victim Comp Grant Fund utilizing appropriated and available special revenue contingency set-aside for un-awarded grants.

County Attorney: To increase supplies & services budget authority by $4,800 for additional funding received in the Federal Revenue: Asset Sharing Fund utilizing appropriated and available special revenue contingency set-aside for un-awarded grants.

County Attorney: To transfer budget authority of $33,700 from supplies & services to regular salaries & wages.

County Administrator: To establish budget authority of $30,000 for new grant utilizing appropriated and available special revenue contingency set-aside for un-awarded grants.

County Engineering (CIP): Transfer budget authority of $10,000 from supplies & services to CIP No. 1.1805 Antelope Palomas LFC Project.

County Engineering (CIP): Transfer budget authority of $10,850 from CIP No. 1.1502 Co 12th St (40th St)-Fortuna Rd to Ave 12E Project to Land Acquisition.

County Engineering (CIP): Transfer budget authority of $130,000 from CIP No. 1.1302 North Frontage Rd Ave 10E to Fortuna Rd Project to Landsite Preparation.

County Engineering (CIP): Transfer budget authority of $25,000 from supplies & services to CIP No. 1.1904 Structure #7639 Bridge Rehab Ave 28E & County 9th St.

County Engineering (CIP): Transfer budget authority of $20,000 from supplies & services to CIP No. 3.1902 Avenida Compadres.

County Engineering (CIP): Transfer budget authority of $80,000 from supplies & services to CIP No. 3.1501 Wellton Area Coyote Wash Improvements.

County Engineering (CIP): To establish budget authority of $250,000 and CIP No. 2.2109 for the Fairgrounds Project using available & appropriated contingency for un-awarded grants.

County Engineering (CIP): To establish budget authority of $5,000,000 and CIP No. 2.2110 for the Broadband Project using available & appropriated budget authority.

Non-Departmental (CIP): To increase budget authority of $1,550,000 for CIP No. 1.12204 for the GYPA-Magrino Industrial Park Project (Loan).

Juvenile Justice--Administration & Detention: Adjustments to special revenue funds--Court Appt Spec Advocate (CASA); Juvenile Education Detention; Court Improvement Fund, Drug Court; Diversion Consequences; Juvenile State Aid; Juvenile Intensive Probation (JIPS); No Child Left Behind; due to mid-year adjustments to funding from the Arizona Administrative Office of the Courts (AOC).

Adult Probation: Adjustments to special revenue funds--Intensive Probation Service (IPS); State Aid Enhancement Grant (SAE); Intensive Probation Supv/JCEF; due to mid-year adjustments to funding from the Arizona Administrative Office of the Courts (AOC).

3. RECOMMENDED MOTION:
Adopt Budget Amendment Resolution No. 22-04 amending budget authority for various departments/agencies/districts utilizing available and appropriated budget authority.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)
Approved for consideration, T. Struck / 03.28.2022.
Approved Gil Villegas, Jr.

5. COUNTY ATTORNEY:
Approved as to form.
B. Kerekes
March 29, 2022

6. COUNTY ADMINISTRATOR:
Aproved, Susan K. Thorpe 3/29/22

Fiscal Impact

Attachments

BAR 22-04B

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WAI-AA WCAG 2.0

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Resolution Adopting FY2021/22 Budget Amendment (Funding) No. 22 - 04				
Date:	04/04/22	**Approval Type:**	Legislative	
Requesting Department:	County Administrator/OMB	**Amendment Type:**	Transfer	
Contact:	Tony Struck	**PAR prepared:**	No	**PAR #**
		CIP Change:	No	

Purpose of Amendment:

Periodic Budget Amendment Adjustments- Administrative and Legislative

Requested Changes:

Accounting	Fund Name	Department Name	Object Name	Amount
04407.09.2200.45510.00000.22104.00000	Capital Improvement Fund	Facilities Management	Construction In Progress	(1,180,000)
04407.09.9500.45510.00000.22104.00000	Capital Improvement Fund	County Administrator	Construction In Progress	1,180,000
County Administrator-to transfer budget authority of CIP No. 2.2104 from Facilities Management to County Administrator-Grants (Res 10-31, Sec 1. A. & C.)				
06609.01.4000.46710.00000.00000.00000	Fleet Management	Public Works	Contingency	(92,527)
06609.01.4000.45495.00000.00000.00000	Fleet Management	Public Works	Other Machinery & Equipment	92,527
Public Works- Fleet Management-to transfer budget authority from contingency to capital outlay (Res 10-31, Sec 1. B.)				
02308.02.3400.41360.00000.00000.00000	Jail District Other Grants	Sheriff's Office	Motor Vehicle/Equipment Repair Sup	7,495
02308.02.3400.42191.00000.00000.00000	Jail District Other Grants	Sheriff's Office	Other Purchased Services	108,839
02308.02.3400.45390.00000.00000.00000	Jail District Other Grants	Sheriff's Office	Other Improvements Other Than	150,000
02308.02.3400.45445.00000.00000.00000	Jail District Other Grants	Sheriff's Office	Duplicating Equipment	3,666
02308.02.3400.46710.00000.00000.00000	Jail District Other Grants	Sheriff's Office	Contingency	(270,000)
Sheriff's Office- transfer budget authority from contingency to supplies & services and capital outlay (Res 10-31, Sec 1. B.)				
02209.21.1300.33500.00000.00000.00000	Crime Victim Comp Grant	Attorney	State Grants	(44,439)
02209.01.1300.43421.00000.00000.00000	Crime Victim Comp Grant	Attorney	Emergency Vistim Assistance	44,439
02349.21.1600.33100.00000.00000.00000	Other Grants	Non-Departmental	Federal Grants	44,439
02349.01.1600.46710.00000.00000.00000	Other Grants	Non-Departmental	Contingency	(44,439)
County Attorney- increase budget authority for additional funds received (Res 10-31, Sec 1. A. & B.)				
02277.12.1300.35200.00000.00000.00000	Federal Revenue: Asset Sharing	Attorney	Anti-Racketeering Forfeits	(4,800)
02277.02.1300.42116.00000.00000.00000	Federal Revenue: Asset Sharing	Attorney	Informant Expenses	4,800
02349.21.1600.33100.00000.00000.00000	Other Grants	Non-Departmental	Federal Grants	4,800
02349.01.1600.46710.00000.00000.00000	Other Grants	Non-Departmental	Contingency	(4,800)
County Attorney- establish budget authority (Res 10-31, Sec 1. A. & B.)				
02210.01.1300.42410.00000.00000.00000	Victim's Witness Program	Attorney	Travel Expenses	(4,840)
02210.01.1300.43080.00000.00000.00000	Victim's Witness Program	Attorney	Data Processing/Comp Equip Rep & M	(13,860)
02210.01.1300.43460.00000.00000.00000	Victim's Witness Program	Attorney	Training & School Classes	(7,000)
02210.01.1300.43490.00000.00000.00000	Victim's Witness Program	Attorney	Other Miscellaneous Expense	(8,000)
02210.01.1300.40110.00000.00000.00000	Victim's Witness Program	Attorney	Regular Salaries & Wages	33,700
County Attorney- transfer from supplies and services to personnel (Res 10-31, Sec 1. B.)				
TBD.29.9994.33100.00000.00000.00000	#N/A	Financial Services	Federal Grants	(30,000)
TBD.09.9994.42140.00000.00000.00000	#N/A	Financial Services	Consulting Services	30,000

Accounting	Fund Name	Department Name	Object Name	Amount
02349.21.1600.33100.00000.00000.00000	Other Grants	Non-Departmental	Federal Grants	30,000
02349.01.1600.46710.00000.00000.00000	Other Grants	Non-Departmental	Contingency	(30,000)
County Administrator-establish budget authority for new grant (Res 10-31, Sec 1. A. & B)				
02253.03.3600.42171.00000.00000.00000	HURF Fund	Engineering	Architectural & Engineering Serv	(10,000)
02253.03.3600.45510.00000.11805.00000	HURF Fund	Engineering	Construction In Progress	10,000
County Engineer-transfer budget authority from supplies & services to CIP 1.1805 Antelope-Palomas LFC Project (Res 10-31, Sec 1.C.)				
02253.03.3600.45510.00000.11502.00000	HURF Fund	Engineering	Construction In Progress	(10,850)
02253.03.3600.45110.00000.11502.00000	HURF Fund	Engineering	Land Site Preparation	10,850
County Engineer-transfer budget authority from CIP No. 1.1502 C0 12th St (40th St)-Fortuna Rd to Ave 12E Project to Land Acquisition (Res 10-31, Sec 1.C.)				
02253.03.3600.45510.00000.11302.00000	HURF Fund	Engineering	Construction In Progress	(130,000)
02253.03.3600.45110.00000.11302.00000	HURF Fund	Engineering	Land Site Preparation	130,000
County Engineer-transfer budget authority from CIP 1.1302 North Frontage Rd Ave 10E to Fortuna Rd Project to Land Acquisition (Res 10-31, Sec 1.C.)				
02253.03.3600.42171.00000.00000.00000	HURF Fund	Engineering	Architectural & Engineering Serv	(25,000)
02253.03.3600.45110.00000.11904.00000	HURF Fund	Engineering	Land Site Preparation	25,000
County Engineer-transfer budget authority from supplies & services to CIP 1.1904 Structure #7639 Bridge Rehab Ave 28E & County 9th St (Res 10-31, Sec 1.C.)				
02295.02.3600.42171.00000.00000.00000	County Flood Control District	Engineering	Architectural & Engineering Serv	(20,000)
02295.02.3600.45510.00000.31902.00000	County Flood Control District	Engineering	Construction In Progress	20,000
County Engineer-transfer budget authority from supplies & Services to CIP 3.1902 Avenida Compadres (Res 10-31, Sec 1.B.)				
02295.02.3600.46710.00000.00000.00000	County Flood Control District	Engineering	Contingency	(80,000)
02295.02.3600.45510.00000.31501.00000	County Flood Control District	Engineering	Construction In Progress	80,000
County Engineer-transfer budget authority from contingency to CIP 3.1501 Wellton Area Coyote Wash Improvements (Res 10-31, Sec 1.B.)				
04408.21.3600.33500.00000.22109.00000	CIP-Other Than Gen Fund	Engineering	State Grants	(250,000)
04408.09.3600.45510.00000.22109.00000	CIP-Other Than Gen Fund	Engineering	Construction In Progress	250,000
02349.21.1600.33100.00000.00000.00000	Other Grants	Non-Departmental	Federal Grants	250,000
02349.01.1600.46710.00000.00000.00000	Other Grants	Non-Departmental	Contingency	(250,000)
County Engineer-establish budget authority and CIP Project No 2.2109 for the Fairgrounds Project (Res 10-31, Sec 1.A. & B.)				
02401.01.1900.42191.00000.00000.00000	AZCARES Act/ARPA	Financial Services	Other Purchased Services	(5,000,000)
02401.01.1900.45510.00000.22110.00000	AZCARES Act/ARPA	Financial Services	Construction In Progress	5,000,000
County Engineer-establish budget authority and CIP Project No 2.2110 for Broadband Project (Res 10-31, Sec 1.A. & B.)				
00100.01.1600.50110.00000.12205.00000	General Fund	Non-Departmental	Other Financing Uses	(1,550,000)
00100.01.1600.45510.00000.12205.00000	General Fund	Non-Departmental	Construction In Progress	1,550,000
Non Departmental-increase budget authority for CIP Project No 1.2204 for Magrino Industrial Subd No 4 Project (Res 10-31, Sec 1.A. & B.)				

Accounting	Fund Name	Department Name	Object Name	Amount
02248.02.1700.40110.00000.00000.00000	Court Appt Spec Advocate (CASA)	Juvenile Court	Regular Salaries & Wages	2,555
02248.02.1700.46710.00000.00000.00000	Court Appt Spec Advocate (CASA)	Juvenile Court	Contingency	(2,555)
02242.02.1700.40110.00000.00000.00000	Juvenile Detention Education	Juvenile Court	Regular Salaries & Wages	95,362
02242.02.1700.46710.00000.00000.00000	Juvenile Detention Education	Juvenile Court	Contingency	(95,362)
02262.01.1700.41010.00000.00000.00000	Juvenile Drug Court Education	Juvenile Court	General Consumable Supplies	2,753
02262.01.1700.46710.00000.00000.00000	Juvenile Drug Court Education	Juvenile Court	Contingency	(2,753)
02267.02.1700.40110.00000.00000.00000	Juvenile Diversion Programs	Juvenile Court	Regular Salaries & Wages	846
02267.02.1700.41010.00000.00000.00000	Juvenile Diversion Programs	Juvenile Court	General Consumable Supplies	10
02267.02.1700.41360.00000.00000.00000	Juvenile Diversion Programs	Juvenile Court	Motor Vehicle/Equipment Repair Sup	111
02267.02.1700.41502.00000.00000.00000	Juvenile Diversion Programs	Juvenile Court	Small Tools Less Than $2,000	79
02267.02.1700.46710.00000.00000.00000	Juvenile Diversion Programs	Juvenile Court	Contingency	(1,046)
02247.02.1800.40110.00000.00000.00000	Juvenile State Aid	Juvenile Court	Regular Salaries & Wages	(53,789)
02247.02.1800.41010.00000.00000.00000	Juvenile State Aid	Juvenile Court	General Consumable Supplies	53,789
02265.02.1800.41010.00000.00000.00000	Juvenile Intensive Prob (JIPS)	Juvenile Court	General Consumable Supplies	7,036
02265.02.1800.43490.00000.00000.00000	Juvenile Intensive Prob (JIPS)	Juvenile Court	Other Miscellaneous Expense	9,882
02265.02.1800.43492.00000.00000.00000	Juvenile Intensive Prob (JIPS)	Juvenile Court	Range Fees	1,000
02265.02.1800.46710.00000.00000.00000	Juvenile Intensive Prob (JIPS)	Juvenile Court	Contingency	(17,918)
02257.02.1700.40110.00000.00000.00000	No Child Left Behind	Juvenile Court	Regular Salaries & Wages	10,858
02257.02.1700.46710.00000.00000.00000	No Child Left Behind	Juvenile Court	Contingency	(10,858)
Juvenile Court- Midyear adjustments (Res 10-31, Sec 1. B.)				
02230.22.3000.33500.00000.00000.00000	Intensive Probation Service	Adult Probation	State Grants	81,554
02230.00.3000.55010.00000.00000.00000	Intensive Probation Service	Adult Probation	Transfers In	(81,554)
02230.02.3000.40110.00000.00000.00000	Intensive Probation Service	Adult Probation	Regular Salaries & Wages	(87,000)
02230.02.3000.41502.00000.00000.00000	Intensive Probation Service	Adult Probation	Small Tools Less Than $2,000	87,000
02288.22.3000.33500.00000.00000.00000	State Aid Enhancement Grant	Adult Probation	State Grants	(19,636)
02288.00.3000.56010.00000.00000.00000	State Aid Enhancement Grant	Adult Probation	Transfers Out	201,047
02288.02.3000.40110.00000.00000.00000	State Aid Enhancement Grant	Adult Probation	Regular Salaries & Wages	(201,047)
02288.02.3000.46710.00000.00000.00000	State Aid Enhancement Grant	Adult Probation	Contingency	19,636
02321.00.3000.55010.00000.00000.00000	Intensive Probation Supv/JCEF	Adult Probation	Transfers In	(201,047)
02321.00.3000.56010.00000.00000.00000	Intensive Probation Supv/JCEF	Adult Probation	Transfers Out	81,554
02321.22.3000.33500.00000.00000.00000	Intensive Probation Supv/JCEF	Adult Probation	State Grants	121,829
02321.02.3000.40110.00000.00000.00000	Intensive Probation Supv/JCEF	Adult Probation	Regular Salaries & Wages	(2,336)
02349.21.1600.33100.00000.00000.00000	Other Grants	Non-Departmental	Federal Grants	(183,747)
02349.01.1600.46710.00000.00000.00000	Other Grants	Non-Departmental	Contingency	183,747
Adult Probation- Midyear adjustments (Res 10-31, Sec 1. B.)				
				-

Impact:

Periodic Clean-up Budget Amendment Legislative--no impact to overall County-wide appropriations.

The Yuma County Board of Supervisors met in a regular session on April 4, 2022. The meeting was held at 198 South Main Street, Yuma, Arizona.

CALL TO ORDER: At 9:00 a.m., Chairman Marco A. (Tony) Reyes convened the Board of Supervisors in open session, also sitting as the board of directors of all special taxing districts where noted. Supervisors present were: Marco A. (Tony) Reyes, Martin Porchas, Jonathan W. Lines, Lynne Pancrazi and Darren Simmons.

Others present were: County Administrator Susan Thorpe; Deputy County Administrator/Interim Facilities Management Director Ian McGaughey; County Attorney Jon Smith; Chief Civil Deputy County Attorney Bill Kerekes; Human Resources Director Felicia Frausto; Employee Relations Specialist Oscar Chavez, III; Human Resources Trainer Nallely Flores; Benefits Representative Alejandra Jimenez; Benefits Specialist Karla Vasquez; Chief Health Officer Diana Gomez; Director of Nursing Kathy Ward; Housing Director Jesus Roldan; Public Works, Manager Fleet Services Kelly Fricke; Sign Technician Joe Escalante; Grants Administrator Diana Veloz; Grants Administrator Veronica Garcia; Grants Specialist Maria De Los Reyes; Probation Supervisor Ben C. Rowe; Juvenile Court Director Edward Gilligan; Planning Director Maggie Castro; Senior Planner Javier Barraza; Senior Planner Juan Leal-Rubio; Land Development Engineer Arturo Alvarez; Economic Development & Intergovernmental Affairs Director Alejandro Figueroa; and Deputy Clerk/Executive Assistant Desarae Doten.

The Pledge of Allegiance was led by Supervisor Lines.

CALL TO THE PUBLIC: No comments were received.

PRESENTATIONS, PROCLAMATIONS & APPOINTMENTS:

No. 1: *County Administration:* Presentation by Julie Engel, President/CEO, on Greater Yuma Economic Development Corporation (GYEDC) activities.

Ms. Engel provided a PowerPoint presentation that included information about the Arizona Western College Manufacturing Program, leading industries, attraction activity, business retention and expansion, grants and studies ($703,000 awarded), and projects shaping the future.

No. 2: Chairman proclaims April 2022 as *"National County Government Month".*

Supervisor Porchas read the proclamation into the record.

No.3: Chairman proclaims April 2022 as *"Yuma County Government Employee Appreciation Month".*

Supervisor Lines read the proclamation into the record and presented the same to Ms. Frausto and Mr. Chavez, III.

Ms. Vasquez and Ms. Jimenez from the Benefits Division were present to discuss "Gratitude Grams" which can be sent from one staff member to another as a way to say thank you through the month of April. Human Resources will be responsible for distribution.

Ms. Flores reported Human Resources is offering courses about ways to praise and encourage employees.

No. 4: Chairman proclaims April 2022 as *"Fair Housing Month"* in Yuma County.

Chairman Reyes read the proclamation into the record and presented the same to Ms. Veloz, Ms. Garcia and Ms. De Los Reyes.

No. 5: Chairman proclaims the week of April 3-9, 2022 as *"Library Week in Yuma County".*

Supervisor Pancrazi read the proclamation into the record and presented the same to Ms. Wisdom.

No. 6: Chairman proclaims the week of April 4-10, 2022 as *"Public Health Week"* in Yuma County.

Supervisor Simmons read the proclamation into the record and presented the same to Ms. Gomez and Ms. Ward.

No. 7: Chairman proclaims the week of April 11-15, 2022 as *"Work Zone Awareness Week"* in Yuma County.

Supervisor Simmons read the proclamation into the record and presented the same to Ms. Fricke and Mr. Escalante.

CONSENT CALENDAR:

MOTION (LINES/PANCRAZI): Approve Item Nos. 1 through 12 as presented.

VOICE VOTE: The motion carried 5-0.

The following items were approved on the consent calendar:

No. 1: *Assessor:* Approve Tax Roll Corrections as listed in batch dated April 04, 2022, pursuant to A.R.S. Title 42, Chapter 16, Article VI. *(A full listing of all corrections is in the agenda packet on the web at: https://www.yumacountyaz.gov/government/board-of-supervisors/meetings.)*

No. 2: *Financial Services:* Approve the Accounts Payable Demands disbursed in the amount of $4,049,918.37 and Payroll in the amount of $1,745,017.09 during the

period of March 04, 2022 through March 14, 2022. ***(A detailed listing is available for review from the agenda packet on the web at: https://www.yumacountyaz.gov/government/board-of-supervisors/meetings.)***

DATE	TYPE	WARRANTS TOTAL
3/04/2022	Accounts Payable	$ 1,653,318.67
3/14/2022	Accounts Payable	1,982,152.51
3/11/2022	Payroll	1,745,017.09
HOUSING:		
3/10/2022	SD Checks	90.78
3/10/2022	AP's Check's	165,911.22
3/10/2022	Section 8 Vouchers	1,747.00
3/04/2022	AP E-Payments	20,300.72
3/14/2022	AP E-Payments	226,397.47
	TOTAL:	$ 5,794,935.46

No. 3: ***County Administration/Clerk of Board:*** **Approve the minutes for the March 21, 2022 Regular Session.**

No. 4: ***Engineering:*** **Authorize the Department of Engineering Staff to prepare and submit an application for a RAISE (Rebuilding American Infrastructure with Sustainability and Equity) Grant to finalize design, utility relocation, acquire right of way, and construction of Avenue D-E Alignment from SR 195 to US 95 (County 16th St).**

No. 5: ***Engineering:*** **Authorize publication of the "Notice of Intent to Grant Franchise and License" to Cactus State Utility Operating Company, LLC to operate and maintain Citrus Park Subdivision water transmission and set the date for consideration of action to grant the Franchise as May 16, 2022.**

No. 6: ***Engineering:*** **Authorize publication of the "Notice of Intent to Grant Franchise and License" to Cactus State Utility Operating Company, LLC to operate and maintain Rancheros Bonitos Subdivision water transmission and set the date for consideration of action to grant the Franchise as May 16, 2022.**

No. 7: ***Engineering:*** **Authorize publication of the "Notice of Intent to Grant Franchise and License" to Cactus State Utility Operating Company, LLC to operate Tierra Mesa Estates water transmission and set the date for consideration of action to grant the Franchise as May 16, 2022.**

No. 8: ***Public Health Services District:*** **Authorize the District Director to accept and sign the Memorandum of Understanding between the University of Arizona Mel and Enid Zuckerman College of Public Health (MEZCOPH) and the Yuma County Public Health Services District effective April 4, 2022, to improve community health in**

Yuma County by enhancing public health instruction, practice, research, and workforce development.

No. 9: *Public Health Services District:* Authorize the District Director to execute and implement Senate Bill 1847, Intergovernmental Agreement Contract No. CTR058763 between the Arizona Department of Health Services (ADHS) and Yuma County Public Health Services District.

No. 10: *Sheriff's Office:* Authorize the Sheriff to purchase an Unmanned Aerial System (UAS) from DRONENERDS in an amount not to exceed $125,000, funded from the State of Arizona Department of Emergency (DEMA) Grant No. M21-0078, for the purpose of enhancing border security.

No. 11: *County Administration/OMB:* Adopt Budget Amendment Resolution No. 22-04 amending budget authority for various departments/agencies/districts utilizing available and appropriated budget authority.

No. 12: *County Attorney:* Approve the First Amendment To The Forensic Psychiatry Services Agreement with WellPath For the Restoration To Competency Program, and authorize the Chairman to sign said Amendment.

DISCUSSION AND ACTION ITEMS: The Board will open each of the following items separately for discussion and action, as appropriate.

No. 1: *County Administration/Public Health Services District/Emergency Management:* Discussion and possible action regarding COVID-19 updates and activities.

Ms. Gomez reported positive case numbers continue to trend downward, approximately 80% of the eligible population are vaccinated against COVID-19, and a second booster shot is available for those who are over 50 years old or immunocompromised.

Discussion ensued regarding Governor Ducey ending the Public Health Emergency Declaration last week.

No legal action was taken.

The Chairman recessed the Yuma County Board of Supervisors and convened as the Yuma County Housing Governing Board.

HOUSING GOVERNING BOARD - <u>DISCUSSION</u> CALENDAR: The Board will open each of the following items separately for discussion and action, as appropriate.

No. 1: *Housing:* Conduct a Public Hearing to allow the public to comment on the Yuma County Housing Department Public Housing Agency Annual Plan, FSS Action Plan, Section 8 Admin Plan and ACOP. Any comments received at the

public hearing will be attached to the Public Housing Annual Plan.

Chairman Reyes opened the public hearing. No comments were received. The public hearing was closed.

Mr. Roldan was present to answer questions.

No legal action was required.

The Chairman adjourned the Yuma County Housing Governing Board and reconvened the Yuma County Board of Supervisors in Regular Session.

SPECIAL DISCUSSION AND ACTION ITEMS -- 2021 EMPLOYEE RECOGNITION CEREMONY: The Board will open each of the following item separately for discussion and action, as appropriate.

No. 1: *County Administration:* Recognition of Yuma County Employees for their Years of Service.

Ms. Thorpe explained a ceremony is generally held in person at the Historic Yuma Theatre where employees are able to come onto the stage and shake hands with the Board of Supervisors; however during the COVID-19 Pandemic the event has taken place virtually.

Ms. Thorpe read each individual's name into the record for their 5, 10, 15, 20, 25, 30, 35 and 45 years of service.

Special Recognition was provided to Ben C. Rowe, Jr., for his 45 years of service. Ed Gilligan, Juvenile Court Director, presented Mr. Rowe with a certificate and gift of appreciation.

DISCUSSION AND ACTION ITEMS - CONTINUED: The Board will open each of the following items separately for discussion and action, as appropriate.

No. 2: *Development Services/Zoning Division:* Review and approval of the Calendar Year 2021 Annual Report.

Ms. Castro provided the annual report that included information concerning the Planning and Zoning Division, Building Safety Division, Environmental Programs Division and Permit Services Division.

MOTION (PANCRAZI/LINES): Approve as presented.

VOICE VOTE: The motion carried 5-0.

No. 3: *Administration/Grants:* Discussion and possible action to re-prioritize projects for the Fiscal Year 2022 Community Development Block Grant (CDBG) applications to the Arizona Department of Housing.

Ms. Veloz reported the projects were ranked by the Board during the January 3, 2022 regular session as follows:

Project #1: Catholic Community Services - Safehouse Expansion ($200,000)

Project #2: Foothills Multi-Purpose Complex (Park) - ADA Playground Equipment ($250,000)

Project #3: B&C Colonia Lighting on 5th Street. *(The Board requested staff to look into the costs and determine whether this is a viable project.).*

Ms. Veloz reported Project #3 is estimated to cost $274,000 for solar lighting equipment and maintenance, and $90,000 through Arizona Public Service (APS) for the initial installation of the light posts.

Project #4: Alternative – Yuma County's Owner-Occupied Housing Rehabilitation Program.

Discussion ensued between the Board and staff about whether Yuma County pays for lighting in certain areas. Ms. Thorpe stated staff would work with APS to see who is paying those bills and find out how long they have been there.

Ms. Veloz informed the Board that staff has until the next meeting to ratify the applications, which need to be advertised in the local newspaper. Staff recommended that the lighting project is not viable due to the dollar amount and because there is already a lighting district on 6th Street; therefore, the alternative project for Yuma County's Owner-Occupied Housing Rehabilitation Program should be moved up from Project #4 to Project #3.

Supervisor Porchas stated he did not have a problem with that, but he wants to make sure the Board is looking at areas that need assistance, and investing money back into the community. Ms. Veloz explained those areas would need to be declared "blighted" by the Board of Supervisors.

MOTION (LINES/PANCRAZI): Approve the recommendation to re-prioritize the projects for the Fiscal Year 2022 Community Development Block Grant.

VOICE VOTE: The motion carried 5-0.

No. 4: *Human Resources:* a) Discussion regarding the recruitment process for County Administrator's position, and; b) Board of Supervisors appointments to the County Administrator's recruitment panel.

Ms. Frausto was present to discuss the process and provided a copy of the advertising brochure and document providing details about the options available to the Board for the County Administrator recruitment. She noted the recruitment could open today, and Human Resources would begin screening the applications on April 18.

The following options were reviewed and discussed:

Option A: A recruitment (5 members) panel is selected that consists of two (2) Board members and three (3) other members (at the discretion of the Board).

Option B: A recruitment (5 members) panel consists of the 5 Board of Supervisors members.

Option C: The Board of Supervisors directs Human Resources to select a recruitment (5 members) panel. *This would be the only process that is not subject to open meeting law.*

Chairman Reyes mentioned the salary range listed in the brochure ($72.40 minimum to $116.77 maximum per hour), and noted concerns about the maximum amount plus benefits being too high and he would not want to create expectations. Ms. Frausto explained the information provided was based on a market study done in relation to all other counties in Arizona. Supervisors agreed to advertise the salary from the starting point to mid-range.

Chairman Reyes polled the Board to see which option was preferred and "Option A" was agreed upon as the most logical.

Supervisor Pancrazi and Supervisor Simmons were appointed to be on the interview panel.

Supervisor Pancrazi suggested appointing Yuma County Recorder Robyn Pouquette as the elected official on the panel.

No legal action was taken.

PLANNING & ZONING AGENDA: Full legal descriptions of property sites for all Rezoning Cases are available for public review at the Yuma County Board of Supervisors' Office.

EXPEDITED REZONING and PUBLIC HEARINGS: These items will be opened as a group for public hearings and acted upon by one motion to adopt the recommendation of the Planning & Zoning Commission, except for any item that is removed by a Board member for separate consideration. That item will be discussed and acted upon separately following action on expedited items.

Chairman Reyes opened the public hearing. There were no comments. The public hearing was closed.

Mr. Leal-Rubio was present to answer questions.

Supervisor Lines asked to see the map for Rezoning Case No. 22-02.

MOTION (LINES/PORCHAS): Approve the Planning and Zoning Commission's recommendation of approval.

VOICE VOTE: The motion carried 5-0.

No. 1: *Development Services/Planning & Zoning Division*: Public Hearing: Rezoning Case No. 22-02: Najeh Edais, agent for REE, L.LC. requests the rezoning of a parcel 80.0 gross acres in size from Rural Area-10 acre minimum (RA-10) to Recreational Vehicle Subdivision (RVS), Assessor's Parcel No. 198-18-013, located at the southwest corner of Fortuna Road and the alignment of County 12½ Street, Yuma, Arizona.

The following conditions were approved:

Performance Condition: 1) Within 60 days of Board of Supervisors approval, the owner/agent shall:
a. Provide an A.R.S. §12-1134 waiver.
b. Record a range and restricted airspace disclosure statement.
c. Record an avigation disclosure statement.
d. Record a Schedule for Development disclosure statement.

Schedule for Development: 1) The owner/applicant shall record a final plat subdividing the subject property into parcels of at least 6,000 square feet in size within five (5) years of Board of Supervisors approval of this rezoning case.

No. 2: *Development Services/Planning & Zoning Division:* Public Hearing: Special Use Permit Case No. 22-01: Bruce Schmidt, agent for Santa Fe Hacienda Construction, requests a Special Use Permit per Section 604.03M of the Yuma County Zoning Ordinance to allow an Accessory Dwelling Unit on a parcel 30,098 square feet in size zoned Low Density Residential-20,000 square feet minimum, Assessor's Parcel No. 701-18-245, located at 12325 East Blue Sky Lane, Yuma, Arizona.

The following conditions were approved:

Operational Conditions: 1) The approval of the Special Use Permit is based on the site plan submitted by the applicant. Any change from the site plan will require approval by the Planning Director pursuant to Section 402.04 of the Yuma County Zoning Ordinance. **2)** The principal dwelling and accessory dwelling unit shall not be rented out separately.

Performance Condition: 1) Within 60 days of the Board of Supervisors approval, all owners, or their agents, must provide the following: a. An A.R.S. § 12-1134 waiver

REZONING -- REGULAR PUBLIC HEARING ITEMS: Staff will make a **full presentation** on each of the following items, followed by separate discussion, public hearing, and action by the Board of Supervisors.

No. 1: *Development Services/Planning & Zoning Division:* Public Hearing: Minor Amendment Case No. 22-01: Kevin Dahl from Dahl, Robins & Associates, Inc., agent for 11E LLC, requests to change the land use designation of a 6.9 acre portion of a parcel 27.39 gross acres in size from Agricultural/Rural Residential (A-RR) to Regional Commercial (C-RC), part of Assessor's Parcel No. 182-30-013, located in the vicinity of the northwest corner of Highway 95 and Avenue 11E alignment, Yuma, Arizona.

Mr. Barraza conveyed that the applicant wished to postpone Minor Amendment Case No. 22-01 and Rezoning Case No. 22-01 until the May 16 Board of Supervisors meeting.

The Board asked Mr. Barraza to provide the staff presentation for Minor Amendment Case No. 22-01.

Supervisor Reyes opened the public hearing.

Michael Callahan, Plant Manager for Gowan Milling, spoke in opposition.

Brandy Shill, Gowan Milling, spoke in opposition.

David Hardin, Yuco Gin, spoke in opposition.

Chairman Reyes acknowledged the points made about how this designation would negatively affect the community.

Supervisor Simmons noted this area is within his district and he was glad the applicants requested a continuance so more discussions can happen to see if this could work for everyone.

John Daily spoke in opposition.

Chairman Reyes closed the public hearing.
MOTION (SIMMONS/PANCRAZI): Continue item to May 16.

VOICE VOTE: The motion carried 5-0.

No. 2: *Development Services/Planning & Zoning Division:* Public Hearing: Rezoning Case No. 22-01: Kevin Dahl from Dahl, Robins & Associates, Inc., agent

for 11E LLC, requests the rezoning of a 6.9 acre portion of a parcel 27.39 gross acres in size from Rural Area-20 acre minimum (RA-20) to General Commercial (C-2), part of Assessor's Parcel No. 182-30-013, located in the vicinity on the northwest corner of Highway 95 and Avenue 11E alignment, Yuma, Arizona.

MOTION (SIMMONS/PANCRAZI): Continue item to May 16.

VOICE VOTE: The motion carried 5-0.

No. 3: *Development Services/Planning & Zoning Division:* Verona Estates subdivision-Modification of Subdivision Regulations: Adrian Vega of Dahl Robins and Associates, representing Principle Engineering Group, Inc., requests modifications from the Yuma County Subdivision Regulations, Section 4.15(B) and Section 4.15(D), and a modification from the Yuma County Public Work Standards (YCPWS), Section 7.2.5-3, for the proposed Verona Estates subdivision, Assessor's Parcel No. 212-02-034, zoned Recreational Vehicle Park (RVP), located on the southwest corner of Avenue 3E and County 16th Street, Yuma, Arizona.

Mr. Leal-Rubio provided the staff presentation.

Chairman Reyes asked who decided on the amount of $10,000 for the chip-seal. His comment was made in reference to the Planning and Zoning commission's recommendation to deny the following modification:

4. Modification from YCSR, Section4.15(B)–Perimeter Roads: To not to improve County 16th Street. The Developer shall provide a $10,000.00 chip-seal contribution to Yuma County for future County 16th Street improvements in lieu of this requirement.

Mr. Alvarez stated that was based on conversations between the County Engineer and the consultant.

Chairman Reyes opened the public hearing. No comments were received. The public hearing was closed.

MOTION (REYES/SIMMONS): Approve modifications recommended by the Planning and Zoning Commission.

VOICE VOTE: The motion carried 5-0.

DISCUSSION REGARDING LEGISLATIVE ISSUES:

No. 1: *County Administration:* Discussion and possible action regarding State and Federal legislative updates, which may include international issues, status of bills

impacting Yuma County, timelines and composition of the legislatures, redistricting, and legislative strategies and priorities.

Mr. Figueroa provided an update and PowerPoint concerning State, Federal and International legislative updates.

Supervisor Pancrazi and Supervisor Lines asked staff to write a letter for the Board along the lines of Senator Sinema and Senator Kelly's letter to President Biden urging him not to end Title 42 because of the impact on our community.

Mr. Figueroa asked the Board if they would like more virtual meetings scheduled with Arizona's Congressional Delegation to discuss Yuma County's 2022 Legislative Priorities.

Chairman Reyes confirmed he would and asked staff to see if they can find a time when some members of the Board can attend and focus on two to three items to discuss. He stated it would be ideal to schedule with a congressman/congresswoman, rather than their staff.

Ms. Thorpe asked for clarification if the County's request to meet was only going to be with congressional staff, would the Board like only County staff to participate. Chairman Reyes stated if a Board member wants to attend they can.

No legal action was taken.

EVENTS CALENDAR/CURRENT EVENTS:

No. 1: Board members and County Administrator will report on events attended or to be attended on behalf of the County, may present a brief summary of current events and may update the schedule for future Board of Supervisors meetings, as appropriate. No legal action will be taken, pursuant to A.R.S. §38-431.02(K).

No legal action was taken.

There being no further business to come before the Board, the Regular Session was adjourned at 12:10 p.m.

Adopted this 18th day of April, 2022.

Marco A. (Tony) Reyes, Chairman

ATTEST:

Susan Thorpe

Susan K. Thorpe
County Administrator/Clerk of the Board

SKT/dd/sp

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AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. B.**

Meeting Date: 05/11/2022

Department Head: Eulogio Vera, Director of Public Works, Public Works Department

Submitted By: James Einwaechter, Assistant Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Council ratification of an emergency contract with Desert Excavating Inc. to lower and relocate water lines on north 4th Avenue. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

The Public Works Department had an urgent and compelling requirement to immediately contract with Desert Excavating Inc. to lower and reconfigure water lines that were unexpectedly discovered during the ongoing vertical realignment of North 4th Avenue by another contractor, Evans Custom Concrete LLC. Work includes lowering approximately 500 feet of the existing 12-inch waterline along 4th Avenue in addition to lowering four connections/stubs, two of which are connections to a pressure-reducing valve and two of which are connected to the hydropneumatic tanks and booster pumps inside the Public Works yard. The total cost of the emergent contract with Desert Excavating Inc. will be $110,888.

Due to the emergency nature of the water line lowering and reconfiguration (needed to mitigate adverse impact to the schedule and cost of the ongoing contract for realignment of north 4 th Avenue), the Public Works Department could not wait for Council approval to proceed with the water line lowering and reconfiguration. Consequently, on April 28, 2022, the Department pursued and obtained the concurrence of the City Manager to proceed with the execution of a contract with Desert Excavating Inc., under the provisions of City Code 3.05.060 for emergency purchase actions. The contract between the City of San Luis and Desert Excavating Inc. was signed/executed on April 28, 2022. Council ratification of the City Manager's emergency approval is now required.

The $110,888 in funding for this contract is available within the currently available balance of $1,155,611 in Water account 300-302-90015 (Capital Outlay – CIP) as a result of previously approved FY 2022 Water CIP requirements that could not be executed during the current FY. The specific unexecuted FY 2022 project from which the required funds will be resourced is the Water Storage Tank Rehabilitation project (for which the Council-adopted cost was $850,000). Desert Excavating Inc. is already performing work for the Valley View Apartments adjacent to 4th Avenue, which made them available to do the work without the need for large equipment mobilization costs.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE, UNDER THE PROVISIONS OF CITY CODE 3.05.060 TO RATIFY AWARD OF AN EMERGENCY CONTRACT IN THE AMOUNT OF $110,888.00 TO DESERT EXCAVATING INC, FOR 4th AVENUE WATER LINE LOWERING AND REALIGNMENT AND TO APPROVE ALLOCATION OF $110,888.00 IN CURRENTLY AVAILABLE FISCAL YEAR 2022 WATER CAPITAL IMPROVEMENT PROJECT FUNDS FOR THIS PURPOSE.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$110,888.00
BUDGETED AMOUNT:	0
AVAILABLE AMOUNT TO TRANSFER:	NA
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	300-302-90015, Capital Outlay-CIP, Available Balance $1,155,611.

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

The $110,888 in funding for this contract is available within the currently available balance of $1,155,611 in Water account 300-302-90015 (Capital Outlay – CIP) as a result of previously approved FY 2022 Water CIP requirements that could not be executed during the current FY. The specific unexecuted FY 2022 project from which the required funds will be resourced is the Water Storage Tank Rehabilitation project (for which the Council-adopted cost was $850,000). Since this emerging requirement will be executed as a Water CIP requirement, a Budget Transfer will nt be required.

Attachments

Contract With Desert Excavating Inc

CONTRACT

For the Construction of

City of San Luis
4th Avenue Waterline Relocation
In Conjunction With Valley View Apartment Development

THIS AGREEMENT, made and entered into this 28th day of April, 2022, by and between Desert Excavating Inc. (CONTRACTOR) of the City of Yuma, County of Yuma, and State of Arizona, party of the first part, hereinafter designated the CONTRACTOR, and the City of San Luis, Arizona, party of the second part, hereinafter designated the OWNER, as authorized by the August 19, 2021 Development Agreement between the City of San Luis, Arizona and Comite de Bienestar, Inc., regarding the development of public infrastructure along North 4th Avenue in conjunction with private development of the Valley View Apartment project..

WITNESSETH: That the CONTRACTOR, for and in consideration of the sum of $110,888.00, to be paid him by the OWNER, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I — SCOPE OF WORK: The CONTRACTOR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of a **4th Avenue Waterline Relocation project,** in support of the Valley View Apartment development, in accordance the CONTRACTOR proposal of April 22, 2022 (as revised on April 24, 2022), and to completely and totally construct the same and install the materials therein for the OWNER, in a good and workmanlike and substantial manner and to the satisfaction of the OWNER through its engineers and under the direction and supervision of the ENGINEER, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specification prepared by the engineers for the OWNER, and with such modifications of the same and other documents that may be made by the OWNER through the ENGINEER or his properly authorized agents, as provided herein. Work to be performed by the CONTRACTOR includes lowering approximately 500 feet of existing 12-inch waterline along 4th Avenue, in addition to lowering four 12-inch connections/stubs, two of which are connections to a pressure reducing valve and two of which are lines connected to hydropneumatics tanks and booster pumps inside the Public Works yard. Lowering of the lines is required due to the vertical realignment of 5th Avenue to improve visibility along 4th Avenue.

ARTICLE II — CONTRACT DOCUMENTS: The ADVERTISEMENT FOR BIDS, BID SCHEDULE, Additive Bid Items, if any, PLANS, SPECIFICATIONS, General Conditions, Special Provisions, Addenda, if any, PROPOSAL, BID SURETY BOND, City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and City of Yuma Construction Standard Detail Drawings, Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, City of Yuma Construction Standard Detail Drawings — Edition 2009, CONTRACT SURETY BOND, LABOR AND MATERIALS SURETY BOND, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this CONTRACT to the same extent as if set forth herein in full.

ARTICLE III — LEGAL ARIZONA WORKERS ACT COMPLIANCE: To the extent applicable under A.R.S. § 41-4401, the CONTRACTOR and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The CONTRACTOR or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the AGREEMENT and may result in the termination of the Agreement by Owner. Owner retains the legal right to randomly inspect the papers and records of the CONTRACTOR and its subcontractors who work on the Agreement to ensure that the CONTRACTOR and its subcontractors are complying with the above-mentioned warranty. The CONTRACTOR and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Owner and to cooperate with Owner's inspections.

ARTICLE IV — CERTIFICATION OF NO SCRUTINIZED BUSINESS OPERATIONS: Pursuant to A.R.S. § 35-397, CONTRACTOR hereby certifies that it does not have scrutinized business operations, as define in A.R.S. § 35-391(15), in Sudan, and that it does not have scrutinized business operations, as defined in A.R.S. § 35-393 (12), in Iran.

ARTICLE V — CONFLICT OF INTEREST: All parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

ARTICLE VI — TIME OF COMPLETION: The CONTRACTOR further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the PROPOSAL Pamphlet **[60 calendar days** from date of Notice to Proceed].

ARTICLE VII — PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the CONTRACT DOCUMENTS, which are a part hereof and in accordance with the directions of the Owner, through its Engineer, and to his satisfaction, the Owner agrees to pay the said CONTRACTOR the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price on the PROPOSAL made a part hereof, and to make such payments within forty-five (45) days after final inspection and acceptance of the work.

ARTICLE VIII — INDEMNIFICATION: The CONTRACTOR hereby agrees to indemnify and save harmless the City of San Luis, and any jurisdiction or agency issuing permits for any work included in the PROJECT, their officers, agents and representatives from all suits, action, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the CONTRACTOR or his agents, or from any claims of amounts arising or recovered under Workmen's Compensation laws or any other law, bylaw, ordinance, or order or decree.

ARTICLE IX — RELATIONSHIP OF PARTIES: CONTRACTOR's employees, agents, and subcontractors shall not be considered to be employees or agents of OWNER for any purpose and will not be entitled to any of the benefits OWNER provides for its employees. Rights of the CONTRACTOR as an 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 OWNER include but are not limited to inspection and approval of the work.

IN WITNESS WHEREOF, the original CONTRACT will be filed with the City of San Luis Clerk.

The CONTRACTOR agrees that this CONTRACT, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount[s], as bid in the PROPOSAL. The OWNER shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of Dollars $110,888.00.

This 28TH day of April, 2022

Desert Excavating Inc.
CONTRACTOR [Party of the First Part]

Signature

Name and Title

Witness [If CONTRACTOR is an individual] [Date]

Name and Title

This 28TH day of April, 2022

City of San Luis, Owner,

Lizandro Galaviz, Interim City Manager

ATTEST:

for Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Proposal and Contract

Desert Excavating Inc.
PO Box 1849
Yuma, AZ 85366
PH: (928) 344-9778 Fax: (928) 726-0144
Lic.: 076036 L-77 076035 A-12

PROPOSAL SUBMITTED TO	PHONE	DATE
City of San Luis	341-8577	3/22/22
STREET	JOB NAME	
	Valley View Apts - 4th Ave Reconstruction	
CITY, STATE, AND ZIP CODE	JOB LOCATION	

PERIOD COVERED FROM 3/22/22 TO 4/22/22 (APPROX) JOB PHONE

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Lower +/-580' of 12" water line.

To Include: Lower existing 12" water line with appurtenances.
Includes 12" lines to water tank.
Installation of 12" isolation valve.

To Exclude: Permits and fees.
Survey staking.
Finish grading.

Revised 4/24/22 added tax and bond

RECEIVED
Public Works
APR 28 2022
City of San Luis

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. FOR THE SUM OF:

One Hundred Ten Thousand Eight Hundred Eighty Eight and 00/100 DOLLARS ($110,888.00)

PAYMENT TO BE MADE AS FOLLOWS:

On a monthly basis, equal to 100% of material delivered and labor performed.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be make as outlined above.
Date of Acceptance:

Authorized Signature

All Accounts Due and Payable the 10th of Month following Purchase. Delinquent Ten Days Thereafter. 1½% per month (18% Annual Interest) Service charge added to Delinquent Accounts

Signature James R. Einwaechter

Signature James R. Einwaechter, P.E. April 28, 2022
Public Works Department, City of San Luis, AZ

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. C.**

Meeting Date: 05/11/2022

Department Head: Jorge Perez, Assistant Director of Public Works, Public Works Department

Submitted By: Jorge Perez, Assistant Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the engagement of DPE Construction, Inc., for the City of San Luis 5th and 7th Avenue Improvements. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

Staff seeks approval to engage DPE Construction, Inc., for the City of San Luis 5th and 7th Avenue Improvements Project.

This is a project that was not budgeted for the fiscal year 2021-2022, but given the extraordinary circumstances of the construction market in general, there are projects that are delayed and will not be completed within the current fiscal year 2021-2022. Staff evaluated a couple of street projects that could be completed this fiscal year and will bring benefit to the residents of San Luis. The 5th & 7th Avenue street connections from residential subdivisions to Cesar Chavez Boulevard will help alleviate some of the traffic from the bigger and signalized intersections.

Staff is seeking Mayor and Council approval to direct hire DPE Construction, INC. granted that they are one of the local paving contractors that could provide these improvements in the required period of time. Staff followed a sealed quote process instead of a formal bidding process, given the short period of time allotted to complete this project and the publication and notice time for formal bidding. Moving forward with this project, staff is asking council to waive the formal procurement code as allowed under San Luis Purchasing Code Section 3.05.010 (F).

Only DPE Construction, INC. responded. The quote was higher than expected but understandable in this current state of inflation. DPE Construction, INC. quoted at $304,440.00.

The quote was rejected because under A.R.S. 34-201(D) the threshold of $246,750 for the fiscal year triggers the *state* requirement for formal bidding. A new scope of work excluding items #10, #11, #28 and #30 from the original request for quotes was generated, and a total amount of **$245,058.00** was quoted by DPE Construction, INC. Since the new quote under the new job is under the state threshold, formal bidding is not required under state law. However, the San Luis Purchasing code requires formal bidding at $35,000 unless formal purchasing procedures are waived by City Council under San Luis Purchasing Code Section 3.05.01(F). Waiving formal procedures is justified because the staff has already tested the market. Expending more time in an inflationary market to go out to bid is not likely to result in a lower quote.

This was not a budgeted project for fiscal year 2021-2022. Thus, the staff is also requesting approval to use funds in the Capital Outlay - Improvement Roads account to complete this project.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ENGAGE DPE CONSTRUCTION, INC. FOR THE 5TH AND 7TH AVENUE IMPROVEMENTS FOR $245,058.00 FROM THE CAPITAL OUTLAY- IMPROVEMENT ROADS ACCOUNT, AUTHORIZE THE ACTING CITY MANAGER OR THE PUBLIC WORKS DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY TO DO SO WITHOUT FURTHER APPROVAL OF CITY COUNCIL, AND WAIVE FORMAL PURCHASING PROCEDURES FOR THE REASONS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$245,058.00
BUDGETED AMOUNT:	$0.00
AVAILABLE AMOUNT TO TRANSFER:	$1,298,205.39
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay - Improvement Roads / GL Account #200-210-90010 / $1,298,205.39

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

This was not a budgeted project for fiscal year 2021-2022, thus, staff is also requesting approval to use funds in the Capital Outlay - Improvement Roads account 200-210-90010, no budget transfer is needed.

Attachments

5th Ave and 7th Ave Improvements - Plans

Request for Proposals

DPE Proposal Acceptance

CITY OF SAN LUIS
5th AVENUE AND 7th AVENUE ROADWAY IMPROVEMENTS

BID NO. 2022-

Mayor

GERARDO SANCHEZ

Vice-Mayor

AFRICA LUNA-CARRASCO

City Council

MARIO BUCHANAN JR.
LUIS E. CABRERA
JOSE PONCE
MATIAS ROSALES
GLORIA TORRES

Interim City Manager

LIZANDRO "LOUIE" GALAVIZ

Director of Public Works

EULOGIO VERA, P.E.

APPROVED: _____ _____
City Manager Date:

APPROVED: _____ _____
Director of Public Works Date:

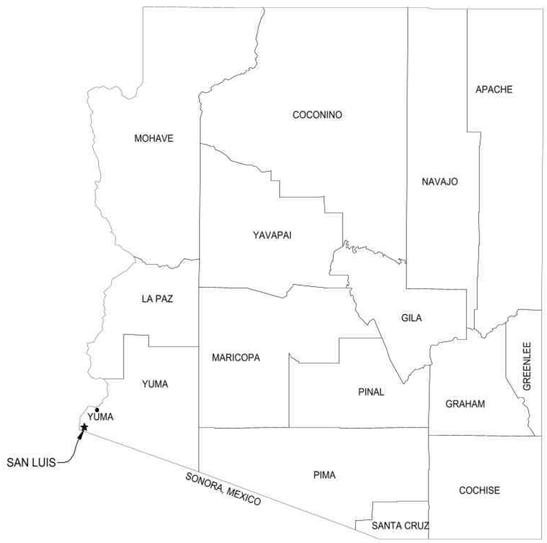


PREPARED BY:

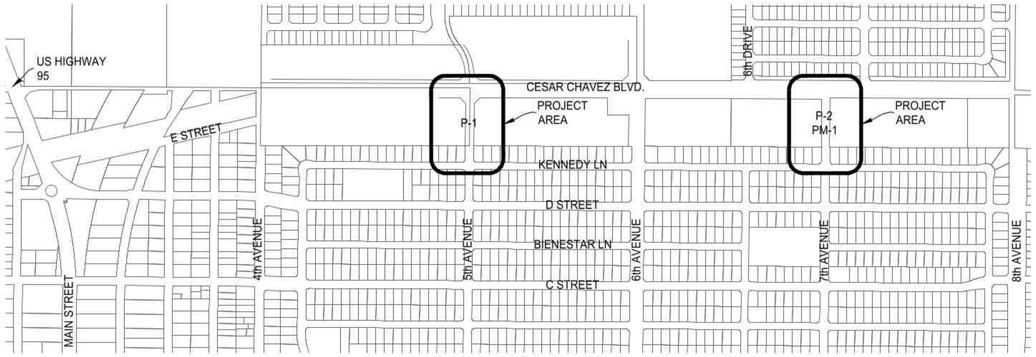
JAMES DAVEY AND ASSOCIATES
1025 W. 24th STREET, SUITE 2
YUMA, AZ 85364
(928) 782-7926

CSL-35

5TH AVENUE AND 7TH AVENUE ROADWAY IMPROVEMENTS



LOCATION MAP
NTS



PROJECT VICINITY AND KEY MAP
NTS

SHEET INDEX

SHEET NUMBER:	***TITLE:***
T-1	COVER SHEET
G-1	PROJECT LOCATION, VICINITY MAP, & KEY MAP
G-2	GENERAL NOTES
G-3	LEGEND, ABBREVIATIONS, & PAVEMENT SECTIONS
P-1	5th AVENUE PLAN VIEW
P-2	7th AVENUE PLAN VIEW
PM-1	7th AVENUE - PAVEMENT MARKING AND SIGNING

BASIS OF BEARING

THE CENTERLINE OF 7TH AVENUE BETWEEN A FOUND 3" BRASS CAP AT KENNEDY LANE AND FOUND PK NAIL WITH WASHER, WITH SAID CENTERLINE BEARING N0°33'04"E A DISTANCE OF 548.21', AS MEASURED USING GPS METHODS IN THE ARIZONA STATE PLANE COORDINATE SYSTEM, WEST ZONE (0203).

BEACH MARKS:

BM #1
FD 3" BC LS 16810
AT THE INTERSECTION OF
7TH AVENUE AND KENNEDY LANE
NORTHING = 544504.32
EASTING = 386972.70
ELEVATION = 129.27

BM #2
FD PK NAIL WITH WASHER 38886
AT THE INTERSECTION OF
7TH AVENUE AND CESAR CHAVEZ BOULEVARD
NORTHING = 545052.51
EASTING = 386977.98
ELEVATION = 137.59

BM #3
FD 3" BC
AT THE INTERSECTION OF
5TH AVENUE AND KENNEDY LANE
NORTHING = 544517.60
EASTING = 384484.92
ELEVATION = 129.27

NAD-1983 COORDINATES (ARIZONA ZONE 0203)
NAVD 1988 ELEVATIONS

NOTE: SEE PLANS SHEETS FOR ADDITIONAL FOUND SURVEY MONUMENTS.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com
CSL-35

JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926

5TH AVENUE AND 7TH AVENUE
ROADWAY IMPROVEMENTS
SAN LUIS, ARIZONA

PROJECT LOCATION,
VICINITY MAP, & KEY MAP

Registered Professional Engineer (Civil) CERTIFICATE NO. 20902 JAMES V. DAVEY Date Signed 04/29/2022 ARIZONA, U.S.A.

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY: T.S.
DRAWN BY: O.J.Z.
APPROVED BY: J.V.D.
SHEET G-1
APRIL 29, 2022

PROJECT DESCRIPTION:

PAVEMENT ON 5th AVENUE AND 7th AVENUE BETWEEN CESAR CHAVEZ BOULEVARD, AND KENNEDY LANE, COMPLETE WITH NEW CURB AND SIDEWALK.

UTILITIES:

ELECTRIC	ARIZONA PUBLIC SERVICE (APS):	928-336-9896
TELEPHONE	CENTURY LINK COMMUNICATIONS:	928-210-0477, 928-343-8943
GAS	SOUTHWEST GAS:	928-341-2604
CABLE	SPECTRUM	760-250-6941
WATER, SANITARY SEWER, STORM DRAIN, AND STREET SIGNS:	CITY OF SAN LUIS	928-341-8577
YUMA COUNTY WATER USER'S ASSOCIATION		928-627-8824

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS AND CONTRACT DOCUMENTS, MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARDS SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION, CITY OF YUMA CONSTRUCTION STANDARD DETAILS - EDITION DRAWING 2019, THE CITY OF SAN LUIS SUPPLEMENTAL TO THE MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION AND SHALL WHERE APPLICABLE BE IN ACCORDANCE WITH A.D.E.Q. REGULATIONS.
2. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING AND COORDINATING WITH CITY OF SAN LUIS FOR THE INSPECTION OF ALL CONSTRUCTION WORK. NOTICE MUST BE GIVEN TO CITY OF SAN LUIS A MINIMUM OF 24 HOURS PRIOR TO INSTALLATION OF ANY WORK REQUIRING FIELD OBSERVATION/INSPECTION OR APPROVALS TO PROCEED. CONSTRUCTION WORK CONCEALED WITHOUT INSPECTION SHALL BE SUBJECT TO EXPOSURE AT THE CONTRACTOR'S EXPENSE.
3. ANY DEFECTIVE MATERIAL OR WORKMANSHIP SHALL BE REPLACED AND/OR REPAIRED PRIOR TO FINAL ACCEPTANCE OF THE WORK.
4. PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE THE CITY OF SAN LUIS WITH ALL PROPOSED MATERIAL DATA SHEETS, ANY SHOP DRAWINGS, AND CERTIFICATES OF COMPLIANCE. ANY MATERIAL SUPPLIED NOT IN CONFORMANCE WITH THE SPECIFICATIONS WILL BE REJECTED.
5. THE CONTRACTOR WILL BE RESPONSIBLE, IN ACCORDANCE WITH ARIZONA REVISED STATUES, TO NOTIFY THE ARIZONA811 (FORMER ARIZONA BLUE STAKE CENTER) AT (800) 782-5348 AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF COMMENCING CONSTRUCTION ACTIVITIES. LOCATIONS OF EXISTING PUBLIC LINES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR MUST VERIFY THE LOCATIONS IN THE FIELD AND TAKE NECESSARY PRECAUTIONS. ANY DAMAGE TO A UTILITY SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL MAINTAIN DUST ABATEMENT ACTIVITIES FOR THE DURATION OF THE PROJECT, INCLUDING WEEKENDS AND HOLIDAYS. THE CONTRACTOR SHALL MAINTAIN ADEQUATE MOISTURE LEVELS IN THE SURFACE MATERIALS TO ELIMINATE BLOWING DUST FROM THESE MATERIALS. ALL HAUL TRUCKS, WHETHER INVOLVED IN DELIVERY OR REMOVAL ACTIVITIES, SHALL BE COVERED AND/OR TARPED IN ORDER TO NEGATE THE REMOVAL OF MATERIAL FROM TRUCKS BY WINDS, EITHER NATURAL OR CAUSED BY THE MOVEMENT OF THE TRUCK.
7. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING PROPER SIGN, BARRICADES, AND WARNING LIGHTS TO CONTROL THE TRAFFIC AND TO ASSURE THE PUBLIC'S HEALTH, WELFARE, AND SAFETY. ALL DEVICES MUST CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION OF ALL TRAFFIC CONTROL INSTALLATIONS USED IN CONJUNCTION WITH THIS PROJECT AND SHALL INSPECT, AT LEAST TWICE DAILY, TO ENSURE CONFORMANCE WITH THE APPROVED TRAFFIC CONTROL PLAN.
8. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) STANDARD FOR CONSTRUCTION (TITLE 29, CODE OF FEDERAL REGULATIONS, PART 1926 AS AMENDED) AND YUMA COUNTY SAFETY REGULATIONS ARE APPLICABLE FOR THE COMPLETION OF THE WORK ON THIS PROJECT.
9. THE CONTRACTOR SHALL GUARANTEE THE WORK COMPLETED AGAINST DEFECTIVE MATERIAL AND/OR WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE GRANTED BY THE CITY OF SAN LUIS.
10. ANY SURVEY MONUMENT DISTURBED DURING CONSTRUCTION ACTIVITIES SHALL BE REPLACE IN ACCORDANCE WITH CITY OF YUMA STANDARD DETAILS OR AS CALLED OUT ON THE PROJECT PLANS BY THE CONTRACTOR AT NO EXTRA COST TO CITY OF SAN LUIS. CONTRACTOR SHALL UTILIZE AN ARIZONA REGISTERED LAND SURVEYOR TO ASSURE PROPER PLACEMENT OF SAID MONUMENT.
11. PRIOR TO THE PRECONSTRUCTION MEETING, CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN TO THE CITY OF SAN LUIS FOR APPROVAL.
12. CONTRACTOR TO OBTAIN ENCROACHMENT PERMIT FOR ALL WORK WITHIN THE CITY OF SAN LUIS RIGHT-OF-WAY AND YCWUA RIGHT-OF-WAY.
13. ACCESS SHALL BE MAINTAINED TO ALL PROPERTIES AT THE END OF EACH WORKING DAY. IF RESTRICTED ACCESS TO A PROPERTY WILL EXTEND OUTSIDE WORKING HOURS, IT MUST BE APPROVED BY THE CITY OF SAN LUIS AND THE AFFECTED RESIDENTS MUST BE NOTIFIED 48 HOURS PRIOR.
14. THE CONTRACTOR SHALL PREPARE AND IMPLEMENT ON BEHALF OF THE CITY OF SAN LUIS, PROJECT SPECIFIC STORM WATER POLLUTION PREVENTION PLANS (SWPPP) TO MEET EPA AND ADEQ SPECIFICATIONS. THE NOTICE OF INTENT (NOI) IS TO BE SUBMITTED TO ADEQ 48 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION ACTIVITY.
15. DURING CONSTRUCTION, WORK ZONE IDENTIFICATION SIGNS PER CITY OF SAN LUIS / CITY OF YUMA CONSTRUCTION STD. No. 8-045 ARE TO BE POSTED.
16. ALL UTILITY RELOCATION SHALL BE COMPLETED BY THE UTILITY OWNER OR AS CALLED OUT ON THE PROJECT PLANS.
17. NOT ALL STANDARD DRAWINGS ARE INCLUDED HEREIN. STANDARD DRAWINGS LISTED BUT NOT SHOWN ARE INCLUDED BY REFERENCE.
18. EXISTING UTILITIES AND OTHER FACILITIES HAVE BEEN PLACED ON THE PLANS FROM FIELD SURVEYS, EXISTING MAPS AND OTHER CURRENT PLANS WITHIN THE AREA OF THIS PROJECT. UTILITY LOCATIONS ARE UNKNOWN OR APPROXIMATE ONLY. CONTRACTOR SHALL POTHOLE ALL POTENTIALLY CONFLICTING UTILITIES AT LEAST 7 DAYS PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY UTILITIES THAT CONFLICT WITH THE DESIGN PLANS. THE POT HOLING SHALL BE CONSIDERED INCIDENTAL TO COMPLETION OF THE PROJECT AND NO DIRECT PAYMENT WILL BE MADE FOR THIS WORK.
19. ALL CROSSING AND PARALLEL UTILITIES SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE SHOWN. CONTRACTOR SHALL COORDINATE WITH EACH UTILITY FOR PROPER PROTECTION, TEMPORARY RELOCATION, AND/OR REPLACEMENT. CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT AS NEEDED FOR EXISTING UTILITIES. IF OVERHEAD LINE POLES NEED BRACING AND THE OWNING UTILITY ELECTS TO BRACE THE POLE, THE CONTRACTOR SHALL PAY THE UTILITY FOR THE COST OF BRACING.
20. THE CONTRACTOR SHALL COORDINATE THE WORK WITH ANY AFFECTED UTILITIES.
21. AS-BUILT PLANS AND CERTIFICATIONS SHALL BE PROVIDED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION TO THE CITY OF SAN LUIS BY THE CONTRACTOR. AS-BUILT PLANS SHALL FEATURE BOTH HORIZONTAL AND VERTICAL AS-BUILT INFORMATION FOR ANY AND ALL UTILITIES INSTALLED WITHIN THE CONSTRUCTION PROJECT AREA.
22. THE CONTRACTOR SHALL MAINTAIN ONE SET OF PLANS ON THE JOB SITE AND SHALL RECORD IN RED COLORED PENCIL ALL CASES WHERE ACTUAL FIELD CONSTRUCTION DIFFERS FROM WORK SHOWN ON THE PLANS. ALL CONCEALED WORK AND UTILITY LOCATIONS SHALL BE DIMENSIONED AND REFERENCED. THE MARKED UP SET OF PLANS SHALL BE DELIVERED TO THE CITY OF SAN LUIS UPON COMPLETION OF THE WORK WHICH SHALL REFLECT "AS-BUILT" PLANS.
23. STOP SIGNS AND OTHER TRAFFIC SIGNS SHALL BE MOVED IF NECESSARY DURING THE CONSTRUCTION PROCESS AND BE REPOSITIONED TEMPORARY IN A LOCATION DETERMINED BY THE CITY OF SAN LUIS INSPECTOR. STOP SIGNS AND OTHER TRAFFIC WARNING SIGNS SHALL NOT BE TAKEN OUT OF SERVICE BUT RATHER RELOCATED IN A VISIBLE LOCATION. OTHER SIGNS SHALL BE STORED BY THE CONTRACTOR DURING THE CONSTRUCTION PHASE OF THE PROJECT. AT THE CONCLUSION OF THE PROJECT ALL SIGNS SHALL BE POSITIONED IN A PERMANENT LOCATION AS DETERMINED BY THE CITY OF SAN LUIS INSPECTOR. STOP SIGNS AND STREET NAME SIGNS ARE TO BE POSITIONED AT INTERSECTIONS AS ILLUSTRATED ON THE PLANS.
24. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL UNCLASSIFIED EXCAVATION MATERIAL, CONCRETE DEBRIS, AND ALL OTHER MATERIAL RESULTING FROM DEMOLITION ACTIVITIES.
25. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ADEQUATE SANITARY FACILITIES THROUGHOUT THE PROJECT FOR USE BY THE CONTRACTOR'S EMPLOYEES.
26. ANY ITEM OF WORK CALLED OUT BY THE CONTACT PLANS OR SPECIFICATIONS, AND NOT SPECIFICALLY NOTED AS A BID ITEM ON THE PROPOSAL SHALL BE CONSIDERED INCIDENTAL TO SAID BID ITEM.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

CSL-35

JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926

5TH AVENUE AND 7TH AVENUE ROADWAY IMPROVEMENTS SAN LUIS, ARIZONA

GENERAL NOTES

Registered Professional Engineer (Civil) CERTIFICATE NO. 20802 JAMES V. DAVEY Date Signed 4/29/2022 ARIZONA, U.S.A.

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY: T.S.
DRAWN BY: O.J.Z.
APPROVED BY: J.V.D.
SHEET G-2
APRIL 29, 2022

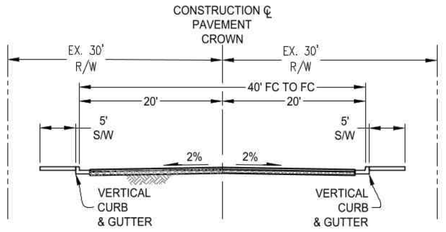
ABBREVIATIONS

@	AT	F.O.	FIBER OPTIC	PSF	POUNDS PER SQUARE FOOT
AB	AGGREGATE BASE	FT	FOOT, FEET	PSI	POUNDS PER SQUARE INCH
ABC	AGGREGATE BASE COURSE	FTG	FOOTING	PT	POINT, POINT OF TANGENCY
AC	ASPHALTIC CONCRETE, ALUMINUM CAP, ASBESTOS CEMENT	FWD	FORWARD	PV	PLUG VALVE, PRESSURE VALVE
				PVC	POLYVINYL CHLORIDE
		G	GAS	PVMT	PAVEMENT
ACI	AMERICAN CONCRETE INSTITUTE	GA	GAUGE	PVT	POINT OF VERTICAL TANGENCY
ACP	ASBESTOS CEMENT PIPE	GAL	GALLON		
ADDL	ADDITIONAL	GALV	GALVANIZED	Q	FLOW RATE (CFS)
ADJ	ADJACENT, ADJUSTABLE	GB	GRADE BREAK	QTY	QUANTITY
ADOT	ARIZONA DEPARTMENT OF TRANSPORTATION	GRD	GROUND		
		GPD	GALLONS PER DAY	ROW	RIGHT OF WAY
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	GPH	GALLONS PER HOUR	R	RECORD, RIGHT, RANGE
		GPM	GALLONS PER MINUTE	RAD	RADIUS
ALUM	ALUMINUM	GSRBM	GILA & SALT RIVER BASE & MERIDIAN	RB	REBAR
ANG	ANGLE	GT, GTR	GUTTER	RC	REINFORCED CONCRETE
AAPPROX.	PPROXIMATE, APPROXIMATELY	GV	GATE VALVE, GAS VALVE	R.C.&G.	ROLL CURB AND GUTTER
APS	ARIZONA PUBLIC SERVICE			RCP	REINFORCED CONCRETE PIPE
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS	HC	HANDICAPPED	RD	ROAD
		HB	HOSE BIB	RED	REDUCER
AUX	AUXILIARY	HDPE	HIGH DENSITY POLYETHYLENE	REF	REFER, REFERENCE
AWWA	AMERICAN WATER WORKS ASSOCIATION	HDWL	HEADWALL	REINF	REINFORCE, REINFORCED, REINFORCING
		HGL	HYDRAULIC GRADE LINE	RGRCP	RUBBER GASKETED REINFORCED CONCRETE PIPE
		HT	HEIGHT		
BC	BRASS CAP/BACK CURB	HH	HAND HOLE	RR	RAILROAD
BEG	BEGIN, BEGINNING	HORIZ	HORIZONTAL		
BF	BLIND FLANGE, BOTTOM FACE	HP	HORSEPOWER	S	SEWER, SOUTH
BLDG	BUILDING	HWS	HIGH WATER SURFACE	SB	SOIL BORING, SOUTHBOUND
BM	BENCHMARK	HWY	HIGHWAY	SD	STORM DRAIN
BRG	BEARING			SDP	USBR SLUDGE DISPOSAL PIPELINE
BV	BALL VALVE, BUTTERFLY VALVE	ID	INSIDE DIAMETER	SE	SOUTHEAST
BVC	BEGINNING OF VERTICAL CURVE	IE	INVERT ELEVATION	SEC	SECTION
BW	BARBED WIRE	IN.	INCH	SF	SQUARE FEET
		INT	INTERIOR	SH	SHEET
C/L	CHAINLINK	INV.	INVERT	SL, $\S$	SECTION LINE, SURVEY LINE, STREET LIGHT
C, CONC	CONCRETE, CENTER	IRR	IRRIGATION	SMH	SEWER MANHOLE
CATV	CABLE TELEVISION			SPEC	SPECIFICATIONS
CB	CATCH BASIN	JT	JOINT	SPEC'D	SPECIFIED
CCP	CONCRETE CYLINDER PIPE			SQ	SQUARE
CF	CUBIC FEET	L	LENGTH	SS	SANITARY SEWER
CFM	CUBIC FEET PER MINUTE	LAT	LATERAL	SST, SS	STAINLESS STEEL
CI	CAST IRON	LB	POUND	ST	STREET
CJ	CONSTRUCTION JOINT	LF	LINEAR FEET	STA	STATION
$\Q$	CENTERLINE	LH	LEFT HAND	STD	STANDARD
CLR	CLEAR, CLEARANCE	LS	LAND SURVEYOR	STL	STEEL
CMP	CORRUGATED METAL PIPE	LT	LEFT	SW	SOUTHWEST
CMU	CONCRETE MASONRY UNITS	L/G	LIP OF GUTTER	SYMM	SYMMETRICAL
C.O.	CLEANOUT				
CO.	COUNTY	M	MEASURED	T	TANGENT, TOWNSHIP, TELEPHONE
CONST	CONSTRUCTION, CONSTRUCT	MAINT	MAINTENANCE, MAINTAIN	TB	THRUST BLOCK
CONT	CONTINUOUS	MATL	MATERIAL	TBM	TEMPORARY BENCH MARK
COORD	COORDINATE	MAX	MAXIMUM	TC	TOP OF CONCRETE, TOP OF CURB
COY	CITY OF YUMA	MB	MAIL BOX	TCE	TEMPORARY CONSTRUCTION EASEMENT
CP	CONTROL POINTS	MCC	MOTOR CONTROL CENTER	TEL	TELEPHONE
CPLG	COUPLING	MFR	MANUFACTURER	TEMP	TEMPORARY
C-C	CENTER TO CENTER	MH	MANHOLE	TMH	TELEPHONE MANHOLE
CTR	CENTER	M&I	MUNICIPAL AND INDUSTRIAL	T.O.	TOP OF, TURNOUT
CU	CUBIC	MIN	MINIMUM	TOB	TOP OF BANK
CULV	CULVERT	MISC	MISCELLANEOUS	TOL	TOP OF LINING
CV	CHECK VALVE	MJ	MECHANICAL JOINT	TOP	TOP OF PIPE
		MO	MONTH	TP	TELEPHONE POLE, TURNING POINT
DW	DRIVEWAY	MON	MONUMENT	TRANS	TRANSITION
D	DEPTH	MTL	METAL	TS	TRAFFIC SIGN, TRAFFIC SIGNAL, TOP OF SLOPE
DC	DEPRESSED CURB	MW	MONITORING WELL	TW	TOP OF WALL
DEG	DEGREE			TYP.	TYPICAL
DEMO	DEMOLITION	N/A	NOT APPLICABLE		
DG	DOWN GUY	N	NORTH	U/G	UNDERGROUND
DIA	DIAMETER	NAD	NORTH AMERICAN DATUM	UBC	UNIFORM BUILDING CODE
DIM	DIMENSION	NAVD	NORTH AMERICAN VERTICAL DATUM	USBR	UNITED STATES BUREAU OF RECLAMATION
DIP	DUCTILE IRON PIPE	NB	NORTHBOUND		
DOI	U.S. DEPARTMENT OF THE INTERIOR	NE	NORTHEAST	VC	VERTICAL CURVE
		NO.	NUMBER	V.C.&G.	VERTICAL CURVE AND GUTTER
DN	DOWN	NOM	NOMINAL	VG	VALLEY GUTTER
DR	DRIVE	NORM	NORMAL	VERT	VERTICAL
DW	DRIVEWAY	NPT	NATIONAL PIPE THREAD	VOL	VOLUME
DWG	DRAWING	NTS	NOT TO SCALE	VPI	VERTICAL POINT OF INTERSECTION
DWS	DESIGN WATER SURFACE	NW	NORTHWEST		
		NWS	NORMAL WATER SURFACE	W/	WITH
E	EAST, ELECTRIC			W	WATER, WEST
EA	EACH	O/H	OVERHEAD	WB	WESTBOUND
EASE	EASEMENT	O&M	OPERATION & MAINTENANCE	WI	WROUGHT IRON
EB	EASTBOUND	OC	ON CENTER	WM	WATER METER
EG, EX, GR	EXISTING GRADE	OD	OUTSIDE DIAMETER	WMIDD	WELLTON MOHAWK IRRIGATION AND DRAINAGE DISTRICT
EL, ELEC	ELECTRIC, ELECTRICAL				
ELEV	ELEVATION	P&ID	PROCESS AND INSTRUMENTATION DIAGRAM	WS	WATER STOP, WATER SURFACE
ENGR	ENGINEER			WSEL	WATER SURFACE ELEVATION
EP	EDGE OF PAVEMENT	PC	POINT OF CURVATURE	WSP	WELDED STEEL PIPE
EVC	END OF VERTICAL CURVE	PCC	PORTLAND CEMENT CONC, POINT OF COMPOUND CURVATURE	WWF	WELDED WIRE FABRIC
E/W	EACH WAY			WV	WATER VALVE
EX., EXIST.	EXISTING	PE	POLYETHYLENE		
EXP JT	EXPANSION JOINT	PI	POINT OF INTERSECTION	XFMR	ELECTRICAL TRANSFORMER
		PL	PROPERTY LINE		
FD	FOUND	POB	POINT OF BEGINNING	YC	YUMA COUNTY
F.D.C.	FIRE DEPARTMENT CONNECTION	POC	POINT OF CURVATURE	YCWUA	YUMA COUNTY WATER USERS' ASSOCIATION
FDN	FOUNDATION	POT	POINT OF TANGENT	YID	YUMA IRRIGATION DISTRICT
F.F.	FINISHED FLOOR ELEVATION	PP	POWER POLE	YMC	YUMA MESA CONDUIT
FG	FINISH GRADE	PRC	POINT OF REVERSE CURVE	YMIDD	YUMA MESA IRRIGATION AND DRAINAGE DISTRICT
FH	FIRE HYDRANT	PREFAB	PREFABRICATED		
FIG.	FIGURE	PRESS.	PRESSURE	YR	YEAR
FL	FLOW LINE, FLANGE	PROP	PROPERTY		
FLR	FLOOR	PS	PUMP STATION, PRESSURE SWITCH		

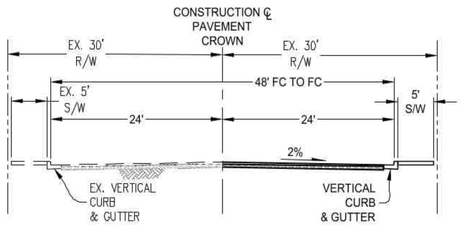
LEGEND

- NEW DRIVEWAY ENTRANCE WITH DEPRESSED CURB (D.C.)
- EXIST. DRIVEWAY ENTRANCE/ HANDICAP RAMP
- EXIST./NEW STRUCTURE
- EXIST. ASPHALT PAVEMENT
- NEW ASPHALT PVMT. AS NOTED
- EXIST. CONST. TO BE REMOVED
- NEW CONCRETE SIDEWALK OR SLAB (HATCH OPTIONAL)
- EXIST. CONCRETE SIDEWALK OR SLAB (HATCH OPTIONAL)
- NEW VERTICAL CURB & GUTTER (VC&G)
- EXIST. VERTICAL CURB & GUTTER (VC&G)
- NEW ROLL CURB & GUTTER (RC&G)
- EXIST. ROLL CURB & GUTTER (RC&G)
- NEW CONCRETE VALLEY GUTTER
- EXIST. CONCRETE VALLEY GUTTER
- GUTTER CATCH BASIN
- FLUSH CATCH BASIN
- EXIST./NEW PROPERTY LINE – P
- EXIST./NEW CENTER LINE – $\Q$
- EXIST./NEW RIGHT-OF-WAY LINE – R/W
- EXIST./NEW WOOD FENCE
- EXIST./NEW WIRE FENCE
- EXIST./NEW MASONRY FENCE
- EXIST./NEW CHAIN LINK FENCE
- EXIST./NEW WROUGHT IRON FENCE
- NEW DITCH AS NOTED
- EXIST. DITCH AS NOTED
- NEW IRRIGATION OR STORM DRAIN PIPE (IRR)
- EXIST. IRRIGATION OR STORM DRAIN PIPE (IRR)
- EXIST. STAND PIPE
- NEW STAND PIPE
- EXIST. IRRIGATION OR DRAINAGE JUNCTION BOX
- NEW IRRIGATION OR DRAINAGE JUNCTION BOX
- EXIST./NEW IRRIGATION/SPRINKLER VALVE
- EXIST. SANITARY SEWER PIPE (S)
- NEW SANITARY SEWER PIPE (S)
- EXIST. SANITARY CLEAN OUT (CO)
- NEW SANITARY CLEAN OUT (CO)
- EXIST. MANHOLE AS NOTED
- EXIST. MANHOLE TO BE BROUGHT TO GRADE
- NEW MANHOLE
- DRAINAGE DIVIDE
- EXIST. SLOPES
- NEW SLOPES
- EXIST. ELEVATION (100.00)
- NEW ELEVATION 100.00

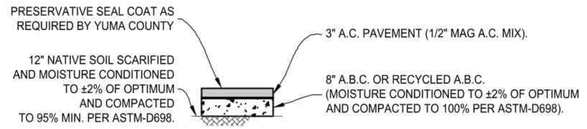
- EXIST. GAS LINE (G)
- NEW GAS LINE (G)
- EXIST./NEW DOWN GUY
- EXIST. POWER POLE
- NEW POWER POLE
- EXIST. TELEPHONE POLE
- NEW TELEPHONE POLE
- EXIST. TRAFFIC SIGNAL (T.S.)
- NEW TRAFFIC SIGNAL
- EXIST. LIGHT POLE (L.P.)
- NEW LIGHT POLE
- EXIST. WATER LINE (W)
- NEW WATER LINE (W)
- EXIST. END CAP W/ BLOW-OFF
- NEW END CAP W/ BLOW-OFF
- EXIST. FIRE HYDRANT (F.H.)
- NEW FIRE HYDRANT
- EXIST. FIRE DEPARTMENT CONNECTION (F.D.C.)
- NEW FIRE DEPARTMENT CONNECTION
- EXIST. VALVE
- EXIST. VALVE TO BE BROUGHT TO GRADE
- NEW VALVE & VALVE BOX
- EXIST. THRUST BLOCK
- NEW THRUST BLOCK
- NEW WATER METER BOX (WM)
- EXIST. WATER METER BOX (W.M.) (WM)
- EXIST. W.M. BOX TO BE RELOCATED (WM)
- EXIST. TRAFFIC SIGN
- NEW TRAFFIC SIGN
- EXIST. STREET SIGN
- NEW STREET SIGN
- EXIST. STREET LIGHT
- NEW STREET LIGHT
- EXIST./NEW BARRICADE
- ROCK RIPRAP (AS NOTED)
- EXIST. TREE, PALM OR SHRUB
- EXIST. TREE, PALM OR SHRUB TO BE REMOVED
- EXIST. HEDGE (AS NOTED)
- EXIST. STORM DRAIN PIPE (SD)
- NEW STORM DRAIN PIPE (SD)
- EXIST. MAIL BOX
- EXIST. SURVEY MONUMENT & COVER
- NEW SURVEY MONUMENT & COVER NO. 4-040 OR 4-050
- NEW SURVEY MONUMENT, AS NOTED
- NEW SURVEY MONUMENT No. 4-080
- FOUND SURVEY MONUMENT
- PROJECT BENCH MARK/TEMPORARY BENCHMARK
- (20) NEW CONSTRUCTION NOTE
- [15] REMOVAL NOTE



5TH AVENUE - CROSS SECTION
SCALE: 1"=10'



7TH AVENUE - CROSS SECTION
SCALE: 1"=10'



RECYCLED A.B.C. WILL BE ACCEPTED IN LIEU OF NEW A.B.C. PROVIDED THE RECYCLED A.B.C. MEETS STANDARD 702. TABLE 702.

SECTION AND DETAIL STANDARDS:

DETAIL (NUMERAL) DESIGNATION ON DRAWING WHERE DETAIL IS TAKEN → 1 / C-6

SECTION (LETTER) DESIGNATION ON DRAWING WHERE SECTION IS TAKEN. ARROW INDICATES DIRECTION OF SECTION → A / -

DRAWING NUMBER (OR LINE IF TAKEN AND SHOWN ON SAME DRAWING) ON DRAWING WHERE SECTION OR DETAIL IS SHOWN

SCREENING:

SCREENED ELEMENTS ON AREA MAPPING REPRESENT EXISTING FACILITIES OR ELEVATIONS.

SCREENED BACKGROUNDS ON OTHER DRAWINGS CAN REPRESENT EXISTING FACILITIES OR FACILITIES TO BE CONSTRUCTED UNDER THIS CONTRACT, WHICH, IF DRAWN IN SOLID LINES, WOULD OBSCURE THE PARTICULAR DETAILS BEING SHOWN. CONSULT THE ENGINEER IF SCREENING OF ANY ELEMENTS IS NOT SELF-EXPLANATORY.

STANDARD DETAILS:

STANDARD DETAIL CALLOUTS ARE SHOWN TO INDICATE DETAIL REQUIRED AT SPECIFIC LOCATIONS. AT ALL LOCATIONS WHERE A STANDARD DETAIL CALLOUT IS NOT SHOWN, THE CONTRACTOR SHALL USE THE STANDARD DETAIL MOST APPLICABLE AND CONSISTENT WITH OTHER WORK UNDER THIS CONTRACT.

NOTES:

1) THIS IS A STANDARD ABBREVIATION AND LEGEND SHEET; THEREFORE, SOME SYMBOLS OR ABBREVIATIONS MAY APPEAR ON THIS SHEET AND NOT ON THE DRAWINGS.

2) CONTACT THE ENGINEER FOR ABBREVIATIONS NOT LISTED OR REFER TO ABBREVIATIONS FOR USE ON DRAWINGS AND TEXT" PUBLISHED BY THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).

Contact Arizona 811 at least two full working days before you begin excavation
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1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926

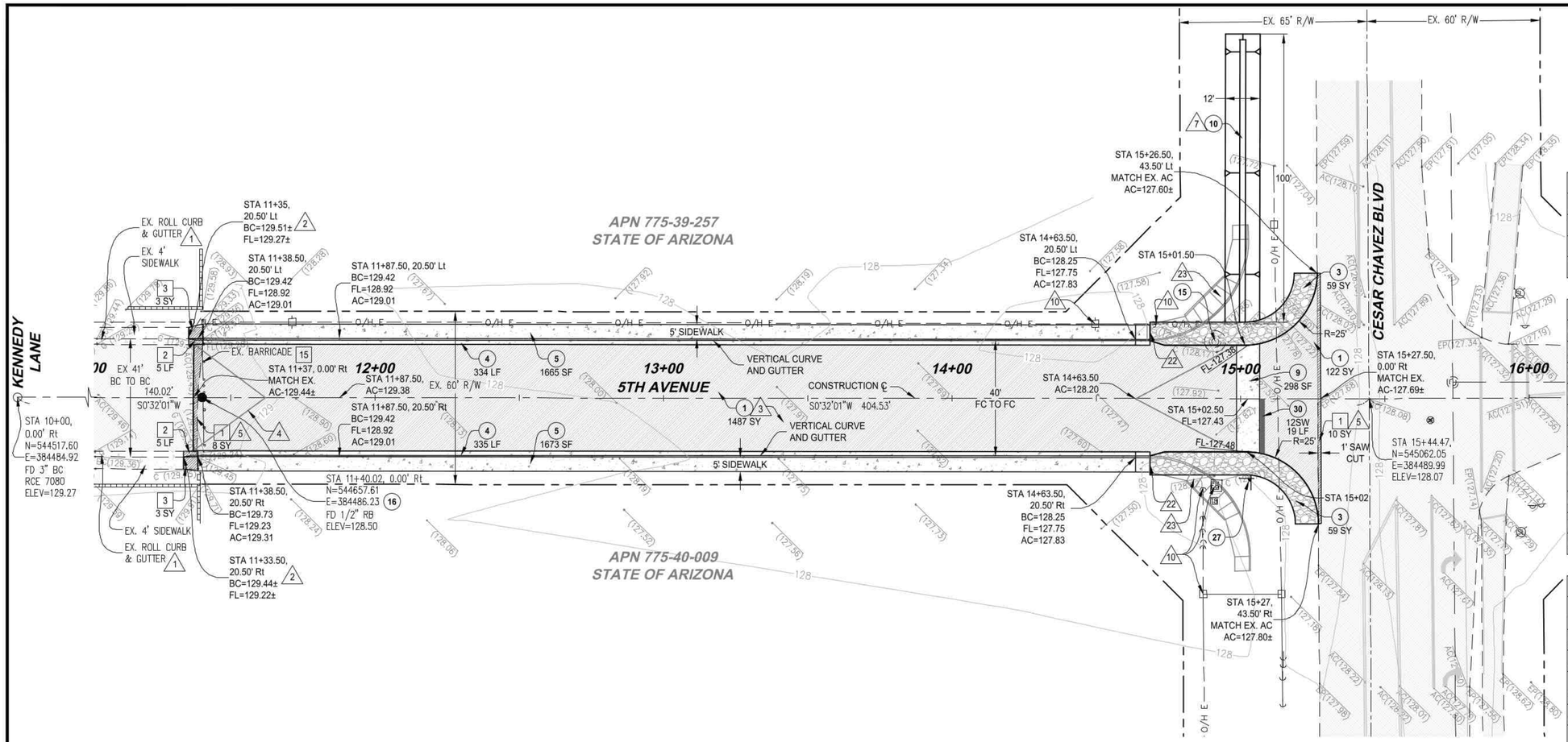
5TH AVENUE AND 7TH AVENUE ROADWAY IMPROVEMENTS SAN LUIS, ARIZONA

LEGEND, ABBREVIATIONS, & PAVEMENT SECTIONS

State of Arizona Professional Engineer (Civil) CERTIFICATE NO. 20902 JAMES V. DAVEY Date Signed 4/29/2022

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
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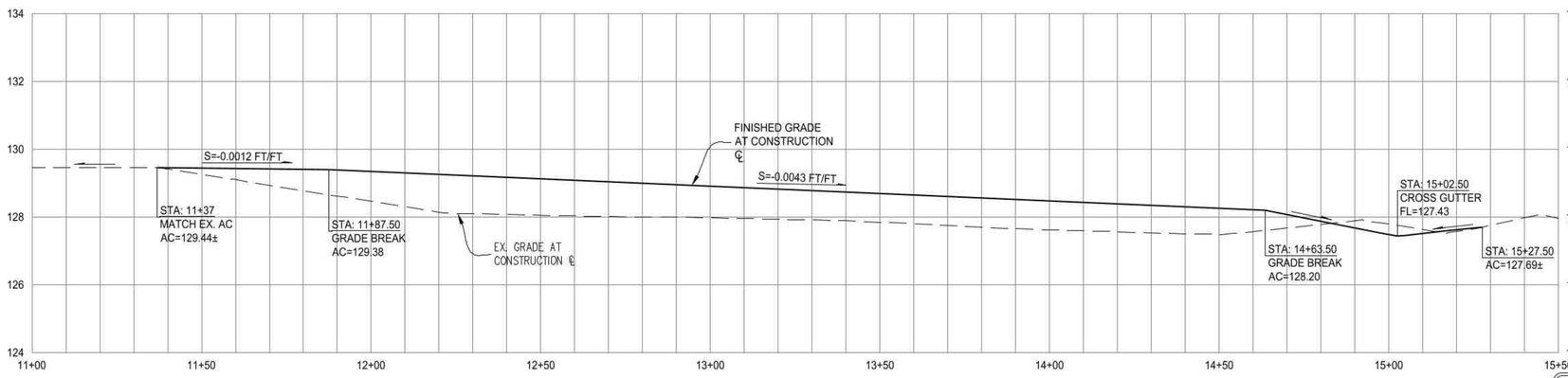
DESIGNED BY: T.S.
DRAWN BY: O.J.Z.
APPROVED BY: J.V.D.
SHEET G-3
APRIL 29, 2022



REMOVAL NOTES		U/M	QTY
1	REMOVE EXISTING ASPHALT (ANY THICKNESS)	SY	18
2	REMOVE EXISTING CONCRETE CURB (ANY TYPE)	LF	10
3	REMOVE EXISTING CONCRETE SIDEWALK AND FLATWORK (ANY TYPE)	SY	6
15	REMOVE AND SALVAGE EXISTING ROAD CLOSED BARRICADES	LS	1

CONSTRUCTION NOTES		U/M	QTY
1	PAVEMENT STRUCTURAL SECTION NO. 1 (3" AC / 8" ABC)	SY	1609
3	8' WIDE ABC ROADWAY SHOULDER	SY	118
4	VERTICAL CURB AND GUTTER (CITY OF YUMA STD. NO. 3-060)	LF	669
5	SIDEWALK (CITY OF YUMA STD. NO. 3-135)	SF	3338
9	CROSS GUTTER (CITY OF YUMA STD 3-085, 3-090)	SF	298
10	ROADWAY DRAINAGE CHANNEL (12'X100'X6", 10:1 SLOPES)	LS	1
15	ADJUST EXISTING TELEPHONE / COMMUNICATIONS MANHOLE TO FINISH GRADE WITH NEW FRAME AND COVER (CITY OF YUMA STD. NO. 6-040)	EA	1
16	SURVEY MONUMENT (CITY OF YUMA STD. NO. 4-030)	EA	1
27	STOP SIGN AND POST(MUTCD R1-1, CITY OF YUMA STD 8-005, 8-010, 8-020)	EA	1
30	PAVEMENT MARKING, 18" SOLID WHITE THERMOPLACTIC STOP BAR (18SW)	LF	19

GENERAL NOTES	
1	PROTECT IN PLACE ALL EXISTING CONCRETE CURB, SIDEWALK, CROSS GUTTER, DRIVEWAY, AND PAVEMENT NOT NOTED FOR REMOVAL AND OR IMPROVEMENTS (TYP.).
2	MATCH THE EXISTING CURB AND SIDEWALK (TYP.).
3	NEW PAVEMENT SHALL HAVE A 2% MIN. CROSS SLOPE WITH A TYPICAL CENTER CROWN.
4	25' PAVEMENT TRANSITION NEW PAVEMENT TO EXISTING PAVEMENT/CROSS GUTTER OR AS NOTED ON THE PLANS FOR A SMOOTH TRANSITION (TYP.).
5	SAWCUT AND MATCH EXISTING PAVEMENT.
7	CONSTRUCT/GRADE TEMPORARY ROADWAY DRAINAGE CHANNEL, FUTURE RETENTION BASIN ABOUT 225' WEST OF 5TH AVENUE TO BE CONSTRUCTED AS A SEPARATE CONSTRUCTION PROJECT.
10	PROTECT-IN-PLACE ALL EXISTING POWER POLES AND DOWN GUYS, AND UTILITY PEDESTALS (TYP.).
22	SIDEWALK AND CURB TERMINATION (5 FEET TYP.).
23	FUTURE SIDEWALK RAMPS TO BE CONSTRUCTED WITH THE CESAR CHAVEZ BLVD. IMPROVEMENTS AS A SEPARATE CONSTRUCTION PROJECT BY THE CITY OF SAN LUIS.



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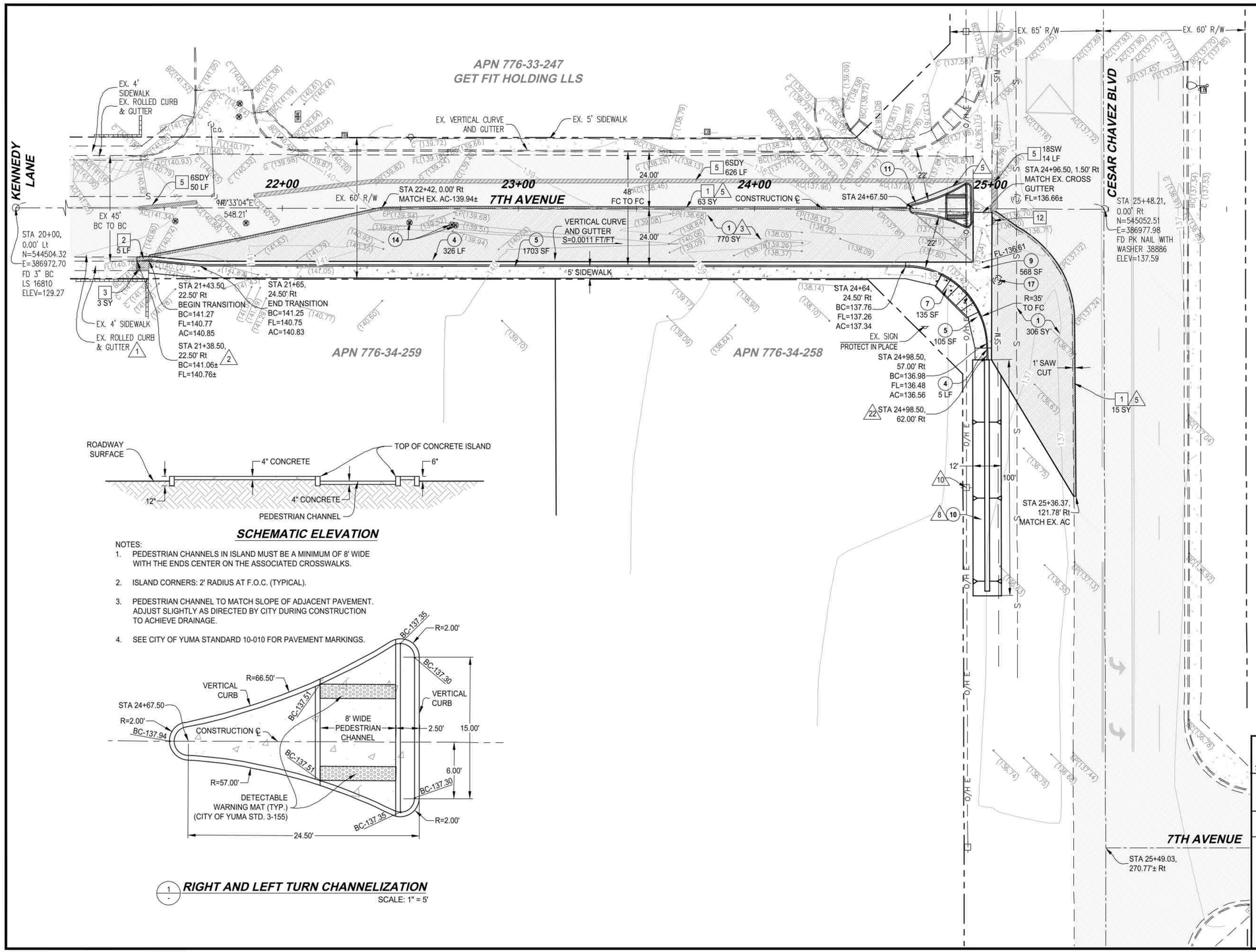
5TH AVENUE AND 7TH AVENUE ROADWAY IMPROVEMENTS SAN LUIS, ARIZONA

5th AVENUE PLAN VIEW

Registered Professional Engineer (Civil) CERTIFICATE NO. 20902 JAMES V. DAVEY Date Signed 04/29/22 ARIZONA, U.S.A.

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY: T.S.
DRAWN BY: O.J.Z.
APPROVED BY: J.V.D.
SHEET P-1
APRIL 29, 2022



SCHEMATIC ELEVATION

NOTES:
1. PEDESTRIAN CHANNELS IN ISLAND MUST BE A MINIMUM OF 8' WIDE WITH THE ENDS CENTER ON THE ASSOCIATED CROSSWALKS.
2. ISLAND CORNERS: 2' RADIUS AT F.O.C. (TYPICAL).
3. PEDESTRIAN CHANNEL TO MATCH SLOPE OF ADJACENT PAVEMENT. ADJUST SLIGHTLY AS DIRECTED BY CITY DURING CONSTRUCTION TO ACHIEVE DRAINAGE.
4. SEE CITY OF YUMA STANDARD 10-010 FOR PAVEMENT MARKINGS.

1 - RIGHT AND LEFT TURN CHANNELIZATION

SCALE: 1" = 5'

REMOVAL NOTES		U/M	QTY
1	REMOVE EXISTING ASPHALT (ANY THICKNESS)	SY	78
2	REMOVE EXISTING CONCRETE CURB (ANY TYPE)	LF	5
3	REMOVE EXISTING CONCRETE SIDEWALK AND FLATWORK (ANY TYPE)	SY	3
5	OBLITERATE EXISTING PAVEMENT MARKING	LS	690
12	REMOVE AND RELOCATE EXISTING STOP SIGN AND POST, INSTALL NEW STREET NAME (MUTCD R1-1, CITY OF YUMA STD 8-005, 8-010, 8-020)	LS	1
CONSTRUCTION NOTES		**U/M**	**QTY**
1	PAVEMENT STRUCTURAL SECTION NO. 1 (3" AC / 8" ABC)	SY	1076
4	VERTICAL CURB AND GUTTER (CITY OF YUMA STD. NO. 3-060)	LF	331
5	SIDEWALK (CITY OF YUMA STD. NO. 3-135)	SF	1808
7	SIDEWALK RAMP (CITY OF YUMA STD 3-145)	SF	135
9	CROSS GUTTER (CITY OF YUMA STD 3-085, 3-090)	SF	568
10	ROADWAY DRAINAGE CHANNEL (12'X100'X6", 10:1 SLOPES)	LS	1
11	RIGHT AND LEFT TURN CHANNELIZATION (1 / P-2)	LS	1
14	ADJUST EXISTING WATER VALVE TO FINISH GRADE WITH NEW FRAME AND COVER (CITY OF YUMA STD. NO. 5-075)	EA	3
17	ADJUST EXISTING SANITARY SEWER MANHOLE TO FINISH GRADE WITH NEW FRAME AND COVER (CITY OF YUMA STD. NO. 6-040)	EA	1
GENERAL NOTES			
1	PROTECT IN PLACE ALL EXISTING CONCRETE CURB, SIDEWALK, CROSS GUTTER, DRIVEWAY, AND PAVEMENT NOT NOTED FOR REMOVAL AND OR IMPROVEMENTS (TYP.).		
2	MATCH THE EXISTING CURB AND SIDEWALK (TYP.).		
3	NEW PAVEMENT SHALL HAVE A 2% MIN. CROSS SLOPE WITH A TYPICAL CENTER CROWN.		
4	25' PAVEMENT TRANSITION NEW PAVEMENT TO EXISTING PAVEMENT/CROSS GUTTER OR AS NOTED ON THE PLANS FOR A SMOOTH TRANSITION (TYP.).		
5	SAWCUT AND MATCH EXISTING PAVEMENT.		
8	CONSTRUCT/GRADE TEMPORARY ROADWAY DRAINAGE CHANNEL, FUTURE RETENTION BASIN ABOUT 200' EAST OF 7TH AVENUE TO BE CONSTRUCTED AS A SEPARATE CONSTRUCTION PROJECT.		
10	PROTECT-IN-PLACE ALL EXISTING POWER POLES AND DOWN GUYS, AND UTILITY PEDESTALS (TYP.).		
22	SIDEWALK AND CURB TERMINATION (5 FEET TYP.).		

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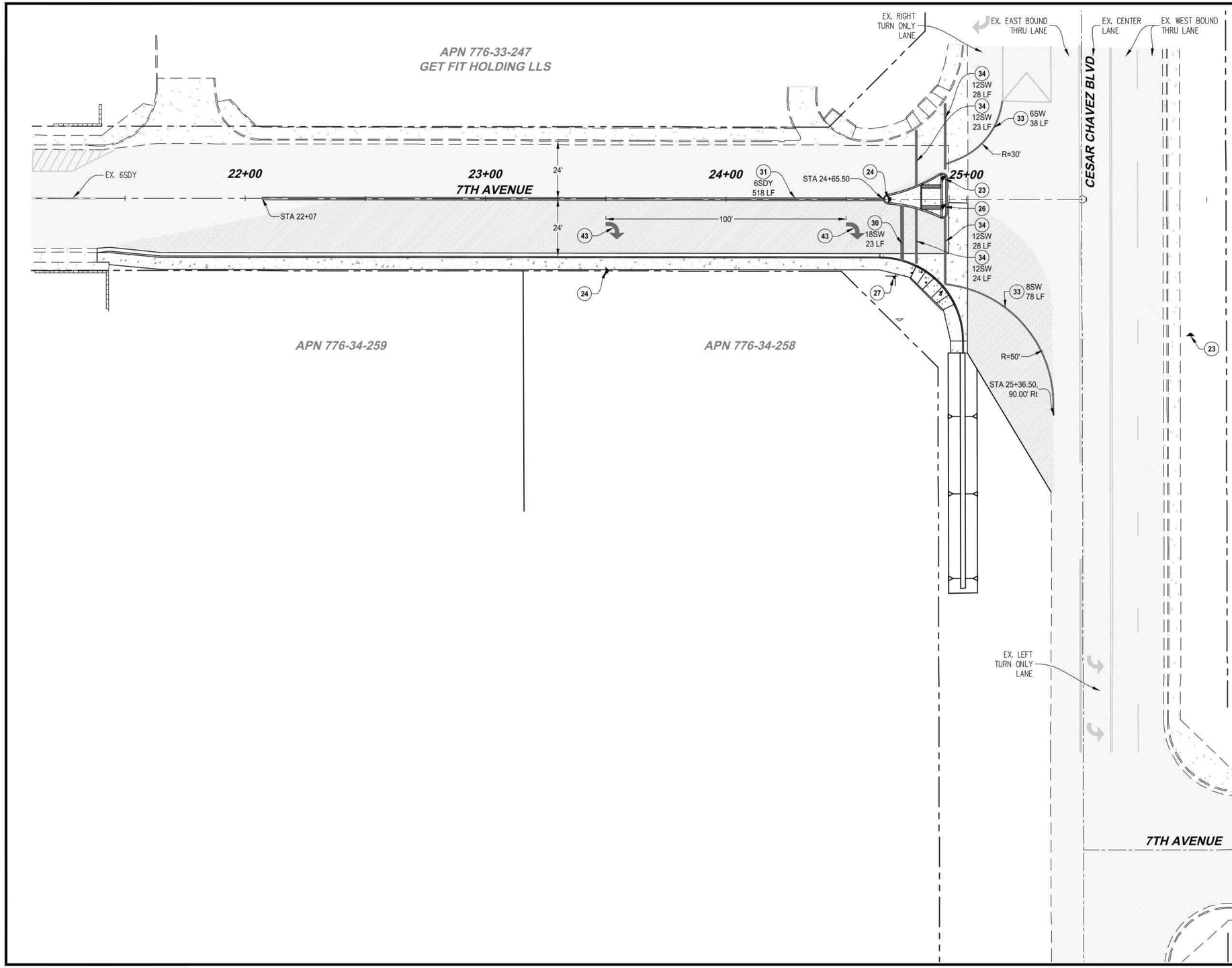
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7th AVENUE PLAN VIEW



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APPROVED BY: J.V.D.
SHEET P-2
APRIL 29, 2022



0 20' 40'

HORIZONTAL SCALE: 1" = 20'

	CONSTRUCTION NOTES	U/M	QTY
23	NO LEFT TURN STREET SIGN AND POST (MUTCD R3-2 30"X30", CITY OF YUMA STD 8-005, 8-010, 8-020)	EA	2
24	RIGHT TURN ONLY STREET SIGN AND POST (MUTCD R3-5R 30"X36", CITY OF YUMA STD 8-005, 8-010, 8-020)	EA	2
26	DO NOT ENTER STREET SIGN AND POST (MUTCD R5-1 30"X36", CITY OF YUMA STD 8-005, 8-010, 8-020)	EA	1
27	STOP SIGN AND POST(MUTCD R1-1, CITY OF YUMA STD 8-005, 8-010, 8-020)	EA	1
30	PAVEMENT MARKING, 18" SOLID WHITE THERMOPLACTIC STOP BAR (18SW)	LF	23
31	PAVEMENT MARKING, 6" SOLID DOUBLE YELLOW THERMOPLASTIC (6SDY)	LF	518
33	PAVEMENT MARKING, 8" SOLID WHITE THERMOPLASTIC (8SW)	LF	116
34	PAVEMENT MARKING, 12" SOLID WHITE THERMOPLASTIC (12SW)	LF	103
43	PAVEMENT MARKING, RIGHT ARROW THERMOPLACTIC WHITE	EA	2

Contact Arizona 811 at least two full working days before you begin excavation
Call 811 or click Arizona811.com

CSL-35

JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926

5TH AVENUE AND 7TH AVENUE ROADWAY IMPROVEMENTS SAN LUIS, ARIZONA

7TH AVENUE PAVING MARKING AND SIGNING

Registered Professional Engineer (Civil) CERTIFICATE NO. 20902 JAMES V. DAVEY Date Signed 4/29/2022 ARIZONA, U.S.A.

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY: T.S.
DRAWN BY: O.J.Z.
APPROVED BY: J.V.D.
SHEET PM-1
APRIL 29, 2022

City of San Luis
Department of Public Works

• Administration • Streets • Water • Wastewater • Solid Waste • Fleet Services •

May 6, 2022

Eulogio Vera
Director of Public Works
City of San Luis
evera@sanluisaz.gov
928-341-8577

Re: City of San Luis 5TH and 7th Avenue Improvements Project

City of San Luis is requesting quotes for the 5th and 7th Avenue Improvements Project. The scope of work covered under this quote consists of completing the installation of vertical curb and gutter, cross gutters, sidewalk, sidewalk ramps, asphalt pavement, pavement marking and signing and associated grading work as shown on the plans, attachment #1. Contractor shall start and complete work in a timely manner – see special conditions below for more information. Any items not listed below but necessary to complete the work are incidental to the items listed.

BID SCHEDULE

Item No.	*Item Description*	*Unit*	*Estimated Quantities*	*Unit Price*	*Total*
1	Remove Existing Asphalt (Any thickness)	SY	96	$	$
2	Remove Existing Concrete Curb (Any Type)	LF	15	$	$
3	Remove Existing Concrete Sidewalk and Flatwork (Any Type)	SY	9	$	$
4	Obliterate Existing Pavement Marking	LF	690	$	$
5	Remove and Relocate Existing Stop Sign and Post, Install New Street Name (MUTCD R1-1, City of Yuma Std 8-005, 8-010, 8-020)	EA	1	$	$
6	Remove and Salvage Existing Road Closed Barricades	LS	1	$	$
7	Pavement Structural Section No. 1 (3" AC / 8" ABC)	SY	2685	$	$
8	8' Wide ABC Roadway Shoulder	SY	118	$	$
9	Vertical Curb and Gutter (City of Yuma Std. No. 3-060)	LF	1000	$	$
10	Sidewalk (City of Yuma Std. No. 3-135)	SF	5146	$	$
11	Sidewalk Ramp (City of Yuma Std 3-145)	SF	135	$	$

• 1090 East Union Street • P.O. Box 3750 • San Luis, AZ 85349 • Ph (928) 341-8577 • Fax (928) 341-8599 • sanluisaz.gov •

12	Cross Gutter (City of Yuma Std. No. 3-085, 3-090)	SF	866	$	$
13	Roadway Drainage Channel (10'x100'x6", 4:1 Slopes)	EA	2	$	$
14	Right and Left Turn Channelization, Detail 1 on Sheet D-1	LS	1	$	$
15	Adjust Existing Water Valve to Finish Grade with New Frame and Cover (City of Yuma Std. No. 5-075)	EA	3	$	$
16	Adjust Existing Telephone/Communications Manhole to Finish Grade with New Frame and Cover (City of Yuma Std. No. 6-040)	EA	1	$	$
17	Survey Monument (City of Yuma Std. No. 4-030)	EA	1	$	$
18	Adjust Existing Sanitary Sewer Manhole to Finish Grade with New Frame and Cover (City of Yuma Std. No. 6-040)	EA	2	$	$
19	No Left Turn Street Sign and Post (MUTCD R3-2 30"x30", City of Yuma Std 8-005, 8-010, 8-020)	EA	2	$	$
20	Right Turn Only Street Sign and Post (MUTCD R3-5R 30"x36", City of Yuma Std 8-005, 8-010, 8-020)	EA	2	$	$
21	Do Not Enter Street Sign and Post (MUTCD R5-1 30"x36", City of Yuma Std 8-005, 8-010, 8-020)	EA	1	$	$
22	Stop Sign and Post (MUTCD R1-1, City of Yuma Std 8-005, 8-010, 8-020)	EA	2	$	$
23	Pavement Marking, 18" Solid White Thermoplactic Stop Bar (18SW)	LF	42	$	$
24	Pavement Marking, 6" Solid Double Yellow Thermoplastic (6SDY)	LF	518	$	$
25	Pavement Marking, 8" Solid White Thermoplastic (8SW)	LF	116	$	$
26	Pavement Marking, 12" Solid White Thermoplastic (12SW)	LF	103	$	$
27	Pavement Marking, Right Arrow Thermoplastic White	EA	2	$	$
28	Storm Water Pollution Prevention Plan	LS	1	$	$
29	Maintenance and Protection of Traffic	LS	1	$	$
30	Construction Staking	LS	1	$	$

QUOTE SUBTOTAL	$
5% Contingency	$
QUOTE TOTAL	$

Special Conditions of Work:

1. Performance and Payment Bond will be required for this project.
2. The Traffic Control as provided by the contractor and approved by the City is to allow access onto 7th Avenue from Cesar Chavez Blvd at all times. Access to the south driveway into the 24/7 Gym from the south shall also be maintained. 5th Avenue work area can remain closed for the duration of the project. All traffic control plans should be provided to the City of San Luis for review and approval prior to the start of construction.
3. Quantities noted above are estimated based on design plans. Contractor to verify required quantities and confirm with the City of San Luis prior to final payment.
4. Materials and compaction testing will be provided by the City of San Luis. Contractor to coordinate with the Department of Public Works on scheduling the staking a minimum of 48 hours in advance of the work proceeding.
5. This work shall consist of the removal and satisfactory disposal of all items that require removal for the successful completion of the Project.
6. Project duration is 45 calendar days after notice to proceed. NTP is tentatively scheduled to be issued on May 20, 2022.
7. Award will be issued on May 12, 2022 along with contract for execution.
8. Quote is due on May 10th by 2pm emailed in to evera@sanluisaz.gov or in person to the City Clerk at 1090 E. Union Street, San Luis, AZ 85349. Any questions, please contact 928-341-8577 and we will immediately.

Jorge Perez

From: Esteban Hernandez <Estebanh@dpeyuma.com>
Sent: Tuesday, May 10, 2022 3:13 PM
To: Eulogio Vera
Cc: Jim Allen; Jorge Perez
Subject: [EXTERNAL] Re: 5th Avenue and 7th Avenue Improvements Project

This message originated from outside your organization

Eulogio,

This is acceptable, we do not have a problem with this. Please let me know if you need anything else.

Thank you!

Esteban Hernandez

On May 10, 2022, at 3:01 PM, Eulogio Vera <evera@sanluisaz.gov> wrote:

Esteban,

Thank you for responding to our quote request. Would DPE be ok with performing all the work with the exception of the following items:

Item 10	Sidewalk (City of Yuma Std. 3-135)	$30,876.00
Item 11	Sidewalk Ramp (City of Yuma Std. 3-145)	$3,915.00
Item 28	Storm Water Pollution Prevention Plan	$7,500.00
Item 30	Construction Staking	$17,091.00

Reduction in scope of work will add up to $59,382.00 and award of contract would be to a new total of $245,058.00 and will not include any contingency.

Please confirm that this is acceptable.

Regards,

Eulogio Vera, PE
Director of Public Works
City of San Luis
1090 E. Union Street | P.O. Box 3750
San Luis, Arizona 85349
Tel: 928.341.8577
Fax: 928.341.8599

From: Esteban Hernandez <Estebanh@dpeyuma.com>
Sent: Tuesday, May 10, 2022 11:51 AM

To: Eulogio Vera <evera@sanluisaz.gov>
Cc: Jim Allen <JimA@dpeyuma.com>
Subject: [EXTERNAL] RE: 5th Avenue and 7th Avenue Improvements Project

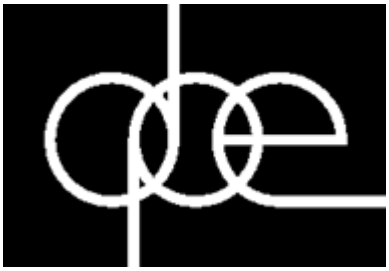
Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

This message originated from outside your organization

Eulogio,

Please see attached for our proposal, please let me know if you have any questions or you need additional documentation from us.

Thank you,



Esteban Hernandez
Estimator / Project Manager, DPE Construction, Inc.
C 760-969-8450 **P** (928)783-7885 **W** dpeyuma.com
1636 E 20th Street, Yuma, AZ 85365

DPE Construction, Inc. | DPE Materials, Inc. | Pacific Steel Inc. | Westmoor Electric Inc.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. D.**

Meeting Date: 05/11/2022

Department Head: Sonia Cornelio, City Clerk, City Clerk's Office

Submitted By: Sonia Cornelio, City Clerk, City Clerk's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the change of appointment of a Vice-Mayor. **(Vice Mayor Africa Luna-Carrasco; Council Member Gloria Torres and Council Member Luis Cabrera)**

SUMMARY:

Vice Mayor Africa Luna-Carrasco, Council Members Gloria Torres, and Luis E. Cabrera have requested that this item be placed on the agenda for May 11, 2022.

See attached for signature

_____

Africa Luna-Carrasco, Vice Mayor

See attached for signature

_____

Gloria Torres, Council Member

See attached for signature

_____

Luis E. Cabrera, Council Member

Note: San Luis City Code § 2.05.020 on Vice Mayor appointment is also attached.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO _____.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

There is no fiscal impact associated with this item.

Attachments

Signed AIR Form
San Luis City Code on Vice Mayor

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. 0.**

Meeting Date: 05/11/2022

Department Head: Sonia Cornelio, City Clerk, City Clerk's Office

Submitted By: Sonia Cornelio, City Clerk, City Clerk's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the change of appointment of a Vice-Mayor. **(Council Member** AFRICA L. CARRASCO**, Council Member** GLORIA TORRES**, and Council Member** LUIS E. CABRERA **)**

SUMMARY:

Council Members _____, _____, and _____ have requested that this item be placed on the agenda for May 11, 2022.

A Carrasco
Council Member

Gloria Torres
Council Member

Luis Cabrera
LUIS E. CABRERA Council Member

RECEIVED

APR 26 2022

Office of the City Clerk
City of San Luis, Arizona

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO _____.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

There is no fiscal impact associated with this item.

2.05.020 Vice-Mayor.

At the first meeting at which the Mayor takes the oath of office, the Council shall designate one of its members as Vice-Mayor, who shall serve at the pleasure of the Council. The Vice-Mayor shall perform the duties of the Mayor during his or her absence or disability. (Code 1982 § 2-2-2. Code 2012 § 30.002.)

Code Publishing Company

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. E.**

Meeting Date: 05/11/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion
Ordinance

ITEM:

Discussion and possible directions to staff on any and all matters regarding Ordinance No. 425. An ordinance of the Mayor and City Council of the City of San Luis amending Title 6 of the San Luis City Code by adding a new Chapter 6.20 Abuse of Animals; imposing penalties for violation; repealing any conflicting provisions and ordinances; and providing for severability. **(Kay Marion Macuil, City Attorney)**

A. Action on Reading of Ordinance No. 425 by title only
(City Clerk to read the ordinance by title only)
B. Action and adoption of Ordinance No. 425

SUMMARY:

Under the Arizona statutes and court case law, hitting an animal is not a crime if it leaves no injury on the animal. There are no other cities in Arizona that have closed this gap in the law. Arizona Revised Statute Section 13-2910(F) (A.R.S. § 13-2910(F)) does allow a city to adopt an ordinance with misdemeanor provisions at least as stringent as A.R.S. § 13-2910.

The proposed ordinance would:

- close the above gap in the law within the San Luis city limits,
- not criminalize using reasonable force against an animal to protect one's self, another person, or another animal, and
- be a class 1 misdemeanor (under A.R.S. § 13-707, the maximum sentence is six (6) months in jail, and the maximum fine is $2,500.00 for a class 1 misdemeanor.)

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO READ ORDINANCE NO. 425 BY TITLE ONLY.
(City Clerk to read the ordinance by title only)
B. I MOVE TO APPROVE ORDINANCE NO. 425.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A

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

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

There is no purchase associated with this item. If the proposed ordinance is adopted, it would be absorbed into law enforcement and court operations without a discernable fiscal impact either on expenses or revenue.

Attachments

Ordinance No. 425 Animal Abuse

State Statute on Animal Cruelty

State Statute on Jail Time

State Statute on Fines

Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 425

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING TITLE 6 OF THE SAN LUIS CITY CODE BY ADDING A NEW CHAPTER 6.20 ABUSE OF ANIMALS; IMPOSING PENALTIES FOR VIOLATION; REPEALING ANY CONFLICTING PROVISIONS AND ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, under Arizona law, it is not illegal to hit your dog; and

WHEREAS, an incorporated city may adopt an ordinance with misdemeanor provisions at least as stringent as the misdemeanor provisions of A.R.S. § 13-2910(F); and

WHEREAS, A.R.S. § 13-2910(F) requires that any ordinance adopted shall **not** prohibit or restrict:

- any activity involving a dog, whether the dog is restrained or not, if the activity is directly related to the business of shepherding or herding livestock and the activity is necessary for the safety of a human, the dog or livestock
- or the activity is permitted by or pursuant to Arizona Revised Statutes Title 3.

THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of San Luis, Arizona:

Section 1: This Ordinance adds a new Chapter, numbered 6.20 and titled "Cruelty to Animals," to the San Luis City Code under Title 6, Animals:

Chapter 6.20

CRUELTY TO ANIMALS

Section 6.20.010 Definitions.

As used in this chapter, the term "animal" shall have the following meanings unless the context clearly indicates that a different meaning is intended:

ANIMAL. A vertebrate, living creature not including a human being and not including a fish.

Section 6.20.020 Abuse of animals; exceptions.

A person commits abuse of animals if the person does any of the following:

(A) Intentionally, knowingly, or recklessly uses physical force to beat, batter, thump, pound, pummel, punch, or repeatedly hit, strike, slap, or smack any animal under the person's custody or control.

(B) It is no defense to subsection A of this section that the animal is struck to impose punishment or discipline.

(C) It is no defense to subsection A of this section that actual physical injury did not occur.

(D) The use of physical force against an animal, which would otherwise constitute an offense, is justifiable and not criminal when and to the extent a reasonable person would believe that physical force is immediately necessary to protect himself or herself, a third person, or a domestic animal to prevent another animal's aggressive conduct.

(E) Nothing in subsection A of this section shall be deemed to prohibit any action by a licensed veterinarian done per accepted standards of veterinary medicine.

Section 6.20.030 Poisons

(A) No person shall administer poison to any animal nor knowingly leave any poisonous substance of any kind or ground glass in any place with the intent to injure any animal.

(B) this chapter does not apply to:

(1) licensed veterinarians administering poison to animals for humanitarian purposes.

(2) licensed exterminators using poisons as part of a pest control program or

(3) any person using commercially available insecticides and rodent baits to control insects and wild rodents.

Section 6.20.990 Penalty and its classification

A person who violates Section 6.20.020(A) is guilty of a class 1 misdemeanor.

Section 2: In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, this ordinance repeals, supersedes, and replaces such conflicting provisions, and the provisions of this ordinance shall govern.

Section 3: If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____day of April 2022.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

Arizona Revised Statutes Annotated
Title 13. Criminal Code (Refs & Annos)
Chapter 29. Offenses Against Public Order (Refs & Annos)

A.R.S. § 13-2910

§ 13-2910. Cruelty to animals; interference with working or service animal; classification; definitions

Effective: August 27, 2019

Currentness

A. A person commits cruelty to animals if the person does any of the following:

1. Intentionally, knowingly or recklessly subjects any animal under the person's custody or control to cruel neglect or abandonment.

2. Intentionally, knowingly or recklessly fails to provide medical attention necessary to prevent protracted suffering to any animal under the person's custody or control.

3. Intentionally, knowingly or recklessly inflicts unnecessary physical injury to any animal.

4. Recklessly subjects any animal to cruel mistreatment.

5. Intentionally, knowingly or recklessly kills any animal under the custody or control of another person without either legal privilege or consent of the owner.

6. Recklessly interferes with, kills or harms a working or service animal without either legal privilege or consent of the owner.

7. Intentionally, knowingly or recklessly leaves an animal unattended and confined in a motor vehicle and physical injury to or death of the animal is likely to result.

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8. Intentionally or knowingly subjects any animal under the person's custody or control to cruel neglect or abandonment that results in serious physical injury to the animal.

9. Intentionally or knowingly subjects any animal to cruel mistreatment.

10. Intentionally or knowingly interferes with, kills or harms a working or service animal without either legal privilege or consent of the owner.

11. Intentionally or knowingly allows any dog that is under the person's custody or control to interfere with, kill or cause physical injury to a service animal.

12. Recklessly allows any dog that is under the person's custody or control to interfere with, kill or cause physical injury to a service animal.

13. Intentionally or knowingly obtains or exerts unauthorized control over a service animal with the intent to deprive the service animal handler of the service animal.

14. Intentionally or knowingly subjects a domestic animal to cruel mistreatment.

15. Intentionally or knowingly kills a domestic animal without either legal privilege or consent of the domestic animal's owner or handler.

16. Intentionally or knowingly harasses a working animal that is in a law enforcement vehicle or trailer without either legal privilege or consent of the owner.

B. It is a defense to subsection A of this section if:

1. Any person exposes poison to be taken by a dog that has killed or wounded livestock or poison to be taken by predatory animals on premises owned, leased or controlled by the person for the purpose of protecting the person or the person's livestock or poultry, the treated property is kept posted by the person who authorized or performed the treatment until the poison has been removed and the poison is removed by the person exposing the poison after the threat to the person or the person's livestock or poultry has ceased to exist. The posting required shall provide adequate warning to persons who enter the property by the point or points of normal entry. The warning notice that is posted shall be readable at a distance of fifty feet, shall contain a poison statement and symbol and shall state the word "danger" or "warning".

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2. Any person uses poisons in and immediately around buildings owned, leased or controlled by the person for the purpose of controlling wild and domestic rodents as otherwise allowed by the laws of the state, excluding any fur-bearing animals as defined in § 17-101.

C. This section does not prohibit or restrict:

1. The taking of wildlife or other activities permitted by or pursuant to title 17.[1]

2. Activities permitted by or pursuant to title 3.[2]

3. Activities regulated by the Arizona game and fish department or the Arizona department of agriculture.

D. A peace officer, animal control enforcement agent or animal control enforcement deputy may use reasonable force to open a vehicle to rescue an animal if the animal is left in the vehicle as prescribed in subsection A, paragraph 7 of this section.

E. A person who is convicted of a violation of subsection A, paragraph 6 or 10 of this section is liable as follows:

1. If the working or service animal was killed or disabled, to the owner or agency that owns the working or service animal and that employs the handler or to the owner or handler for the replacement and training costs of the working or service animal and for any veterinary bills.

2. To the owner or agency that owns a working or service animal for the salary of the handler for the period of time that the handler’s services are lost to the owner or agency.

3. To the owner for the owner’s contractual losses with the agency.

F. An incorporated city or town or a county may adopt an ordinance with misdemeanor provisions at least as stringent as the misdemeanor provisions of this section, except that any ordinance adopted shall not prohibit or restrict any activity involving a dog, whether the dog is restrained or not, if the activity is directly related to the business of shepherding or herding livestock and the activity is necessary for the safety of a human, the dog or livestock or is permitted by or pursuant to title 3.

G. A person who violates subsection A, paragraph 1, 2, 3, 4, 5, 6, 7, 12 or 16 of this section is guilty of a class 1 misdemeanor. A person who violates subsection A, paragraph 8, 9, 10, 11 or 13 of this section is guilty of a class 6 felony. A

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person who violates subsection A, paragraph 14 or 15 of this section is guilty of a class 5 felony.

H. For the purposes of this section:

1. “Animal” means a mammal, bird, reptile or amphibian.

2. “Cruel mistreatment” means to torture or otherwise inflict unnecessary serious physical injury on an animal or to kill an animal in a manner that causes protracted suffering to the animal.

3. “Cruel neglect” means to fail to provide an animal with necessary food, water or shelter.

4. “Domestic animal” means a mammal, not regulated by title 3, that is kept primarily as a pet or companion or that is bred to be a pet or companion.

5. “Handler” means a law enforcement officer or any other person who has successfully completed a course of training prescribed by the person’s agency or the service animal owner and who used a specially trained animal under the direction of the person’s agency or the service animal owner.

6. “Harass” means to engage in conduct that a reasonable person would expect to impede or interfere with a working animal’s performance of its duties.

7. “Service animal” means an animal that has completed a formal training program, that assists its owner in one or more daily living tasks that are associated with a productive lifestyle and that is trained to not pose a danger to the health and safety of the general public.

8. “Working animal” means a horse or dog that is used by a law enforcement agency, that is specially trained for law enforcement work and that is under the control of a handler.

Credits

Added by Laws 1977, Ch. 142, § 91, eff. Oct. 1, 1978. Amended by Laws 1996, Ch. 89, § 1; Laws 1999, Ch. 143, § 2; Laws 2000, Ch. 32, § 5; Laws 2002, Ch. 302, § 1; Laws 2012, Ch. 258, § 1; Laws 2019, Ch. 32, § 1; Laws 2019, Ch. 188, § 1.

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Footnotes

1 Section 17-101 et seq.

2 Section 3-101 et seq.

A. R. S. § 13-2910, AZ ST § 13-2910
Current through legislation effective March 25, 2022 of the Second Regular Session of the Fifty-Fifth Legislature (2022).

End of Document

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Notes Of Decisions

Validity

This section providing punishment for cruelty to "animals" evinced no clear intent on part of legislature to include game cock in the term "an animal" as used therein; and to interpret statute as making it a crime to conduct cockfight would be to render it vague, indefinite and uncertain and, therefore, in violation of due process clause of Const. Art. 2, § 4 . State v. Stockton (1958) 85 Ariz. 153, 333 P.2d 735 . Animals 3.5(3) ; Animals 3.5(7) ; Constitutional Law 4509(1)

Cockfighting

This section, which prohibits cruelty to animals and poultry, is inapplicable to cockfighting. Op.Atty.Gen. No. I87-142, 1987 WL 121345 .

Authorized animal destruction

Ranger prosecuted for killing mare in compliance with regulation was not guilty of malicious killing. Fears v. State (1928) 33 Ariz. 432, 265 P. 600 . Animals 45

Jury trial

Defendant's conduct did not involve "moral turpitude" so as to entitle him under State Constitution to jury trial in prosecution for cruelty to animals, arising from defendant putting hot dogs containing rat poison on his front lawn and neighbor's cat's subsequent poisoning; charged offense did not reflect adversely upon honesty, integrity, or personal values of defendant, neither was it conduct which indicated readiness to do evil, as it did not support inference of witness' readiness to lie, and defendant's conduct was not inherently depraved and base. Campbell v. Superior Court In and For County of Maricopa (App. Div.1 1996) 186 Ariz. 526, 924 P.2d 1045 . Jury 22(2)

Weight and sufficiency of evidence

Insufficient evidence existed to support delinquency adjudication based on a finding that juvenile committed animal cruelty by subjecting an animal to cruel mistreatment; while juvenile admitted he shot cat with a pellet gun and that the cat died, the State failed to present any evidence that juvenile caused an unnecessary serious physical injury to the cat. In re Jessie T. (App. Div.1 2017) 242 Ariz. 556, 399 P.3d 103 . Animals 3.5(5) ; Infants 2484

Evidence was sufficient to find beyond a reasonable doubt that juvenile committed animal cruelty, as the lesser included offense of intentionally or knowingly subjecting an animal to cruel mistreatment; juvenile admitted that he shot cat with a pellet gun for no other reason than it was "black" and a "stray," and a finder of fact could find that such a shooting necessarily caused the cat some type of physical impairment, as an element of the offense. In re Jessie T. (App. Div.1 2017) 242 Ariz. 556, 399 P.3d 103 . Animals 3.5(5) ; Infants 2640(1)

Evidence was insufficient to support animal cruelty conviction based on shooting of horse; when horse was shot with a .22 caliber firearm, owner did not see or hear any gunshots, and that defendant shot and killed a dog with a .22 caliber firearm two miles from where horse was shot was not enough to permit jury to conclude beyond a reasonable doubt that defendant also shot the horse. State v. Hausner (2012) 230 Ariz. 60, 280 P.3d 604 . Animals 3.5(5)

Evidence was sufficient to support animal cruelty convictions based on shooting of dogs; dogs were shot with a .22 caliber

firearm, police found .22 caliber shell casings, guns, and live cartridges in defendant's apartment and car, shootings involving dogs occurred within close proximity of one another and within close proximity of shootings of people, and defendant's associate testified as a State's witness that defendant and his brother told him they had been "out targeting a dog" on the night when they shot one of the victims. State v. Hausner (2012) 230 Ariz. 60, 280 P.3d 604 . Animals 3.5(5)

Sentence and punishment

Defendant charged with intentionally or knowingly subjecting animal to cruel mistreatment was not subject to increased punishment for being dangerous offender, based on his alleged use of metal rod; even if rod could constitute dangerous instrument in certain cases, use of dangerous instrument in context of animal cruelty with no human victim did not qualify as dangerous offense. State ex rel. Montgomery v. Brain (App. Div.1 2018) 244 Ariz. 525, 422 P.3d 1065 . Statutes 1404

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Validity (3)

Proposed Legislation (3)

2022 AZ H.B. 2372 (NS)

2022 Arizona House Bill No. 2372, Arizona Fifty-Fifth Legislature - Second Regular Session, (Feb. 15, 2022), VERSION: Engrossed, PROPOSED ACTION: Amended

2022 AZ H.B. 2372 (NS)

2022 Arizona House Bill No. 2372, Arizona Fifty-Fifth Legislature - Second Regular Session, (Jan. 24, 2022), VERSION: Introduced, PROPOSED ACTION: Amended

2022 AZ H.B. 2372 (NS)

2022 Arizona House Bill No. 2372, Arizona Fifty-Fifth Legislature - Second Regular Session, (Jan. 14, 2022), VERSION: Filed, PROPOSED ACTION: Amended

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Versions (3)

§ 13-2910. Cruelty to animals; interference with working or service animal; classification; definitions
AZ ST § 13-2910
Effective August 27, 2019
Enacted Legislation Laws 2019, Ch. 188 , § 1

Prior Versions (2)

§ 13-2910. Cruelty to animals; interference with working or service animal; classification; definitions
AZ ST § 13-2910
Effective August 2, 2012 to August 26, 2019
Enacted Legislation Laws 2012, Ch. 258 , § 1

§ 13-2910. Cruelty to animals; interference with working or service animal; classification; definitions
AZ ST § 13-2910
Effective [See Text Amendments] to August 1, 2012
Enacted Legislation Laws 2002, Ch. 302 , § 1

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Editor's and Revisor's Notes (2)

HISTORICAL AND STATUTORY NOTES

Source:

Pen.Code 1901, §§ 534, 560.

Laws 1909, Ch. 40, § 3.

Pen.Code 1913, §§ 592, 593, 602, 605.

Laws 1921, Ch. 167, §§ 1, 3.

Rev.Code 1928, §§ 4825, 4827, 4828, 4886.

Laws 1929, Ch. 106, § 1.

Code 1939, §§ 43-1202, 43-1203, 43-2209, 43-5818.

A.R.S. former §§ 13-863, 13-951 to 13-953.

Laws 1973, Ch. 179, § 1.

Laws 1976, Ch. 58, § 1.

Adopted from California, see West's Ann.Pen.Code §§ 596 , 597 .

The 1996 amendment by Ch. 89 rewrote the section, which had read:

" **A.** A person commits cruelty to animals if, except as otherwise authorized by law, such person recklessly:

"1. Subjects any animals or poultry under human custody or control to cruel mistreatment; or

"2. Subjects any animal or poultry under his custody or control to cruel neglect or abandonment; or

"3. Kills any animal or poultry under the custody or control of another without either legal privilege or consent of the owner.

" **B.** It is a defense to subsection A of this section if any person exposes poison to be taken by a dog which has killed or wounded livestock or poison to be taken by predatory animals on premises owned, leased or controlled by him for the purpose of the protection of such person or his livestock or poultry, and the treated property is kept posted by the person who authorized or performed the treatment until such poison has been removed, and such poison is removed by the person exposing the poison after the threat to such person, his livestock or poultry has ceased to exist. The posting required shall be in such manner as to provide adequate warning to persons who enter the property by the point or points of normal entry. The warning notice which is posted shall be of such size that it is readable at a distance of fifty feet, shall contain a poison statement and symbol and shall state the word 'Danger' or 'Warning'.

" **C.** Cruelty to animals or poultry is a class 2 misdemeanor."

The 1999 amendment by Ch. 143 rewrote the section, which had read:

" **A.** A person commits cruelty to animals if, except as otherwise authorized by law, such person:

"1. Recklessly subjects any animals or poultry to cruel mistreatment; or

"2. Recklessly subjects any animal or poultry under the person's custody or control to cruel neglect or abandonment; or

"3. Recklessly kills any animal or poultry under the custody or control of another without either legal privilege or consent of the owner; or

"4. Intentionally interferes with, kills or harms a working or service animal without either legal privilege or consent of the owner.

" **B.** It is a defense to subsection A of this section if any person exposes poison to be taken by a dog which has killed or wounded livestock or poison to be taken by predatory animals on premises owned, leased or controlled by the person for the purpose of the protection of such person or the person's livestock or poultry, and the treated property is kept posted by the person who authorized or performed the treatment until such poison has been removed, and such poison is removed by the person exposing the poison after the threat to such person, the person's livestock or the person's poultry has ceased to exist. The posting required shall be in such manner as to provide adequate warning to persons who enter the property by the point or points of normal entry. The warning notice which is posted shall be of such size that it is readable at a distance of fifty feet, shall contain a poison statement and symbol and shall state the word 'danger' or 'warning'.

" **C** . Nothing in this section shall prohibit or restrict:

"1. The taking of wildlife or any other activities permitted by or pursuant to title 17.

"2. Activities permitted by or pursuant to title 3.

"3. Activities regulated by the Arizona game and fish department or the Arizona department of agriculture.

" **D.** A person who is convicted of a violation of subsection A, paragraph 4 is liable as follows:

"1. If the working or service animal was killed or disabled, to the owner or agency that owns the working or service animal and that employs the handler or to the owner or handler for the replacement and training costs of the working or service animal and for any veterinary bills.

"2. To the owner or agency that owns a working or service animal for the salary of the handler for the period of time that the handler's services are lost to the owner or agency.

"3. To the owner for the owner's contractual losses with the agency.

" **E.** A person who violates subsection A, paragraph 1, 2 or 3 is guilty of a class 1 misdemeanor. A person who violates subsection A, paragraph 4 is guilty of a class 6 felony.

" **F** . For the purposes of this section:

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"1. 'Handler' means a law enforcement officer or any other person who has successfully completed a course of training prescribed by the person's agency or the service animal owner and who used a specially trained animal under the direction of the person's agency or the service animal owner.

"2. 'Service animal' means an animal that has completed a formal training program, that assists its owner in one or more daily living tasks that are associated with a productive life-style and that is trained to not pose a danger to the health and safety of the general public.

"3. 'Working animal' means a horse or dog that is used by a law enforcement agency, that is specially trained for law enforcement work and that is under the control of a handler."

The 2000 amendment by Ch. 32 rewrote the section.

The 2000 amendment of this section by Ch. 32 explicitly amended the amendment of this section by Laws 1996, Ch. 89, § 1.

The amendment of this section by Laws 1999, Ch. 143 , § 2 was repealed by Laws 2000, Ch. 32, § 6.

Laws 2000, Ch. 32, § 1 , par. 2, provides:

" **Section 1. Purpose**

"2. Section 13-2910, Arizona Revised Statutes , was amended by Laws 1999, chapter 143, § 2. However, the amendment of this section was erroneously included in the title of the act in violation of article IV, part 2, § 13, Constitution of Arizona . In order to correct a potentially defective enactment, this act amends the previous valid version of § 13-2910, Arizona Revised Statutes , to incorporate the amendments made by Laws 1999, chapter 143, and the chapter 143 version is repealed."

Laws 2000, Ch. 32, § 24 , subsec. B, provides:

" **Sec. 24. Retroactive application**

" **B.** Sections 5, 6, 13, 14 and 16 through 19 of this act apply retroactively to August 6, 1999."

The 2002 amendment by Ch. 302, inserted subsec. A, pars 7 and 11 to 13, redesignating existing pars. 7 to 9, as 8 to 10, accordingly; inserted subsec. D, redesignating existing subsecs. D to G, as E to H, accordingly; and made other conforming changes.

The 2012 amendment by Ch. 258 rewrote subsec. F; and made nonsubstantive changes. Subsection F had read:

" **F.** An incorporated city or town or a county may adopt an ordinance with misdemeanor provisions at least as stringent as the misdemeanor provisions of this section."

The blended amendment of Laws 2019, Chs. 32 and 188, in subsec. A, inserted pars. 14 to 16; in subsec. G, substituted "paragraph 1, 2, 3, 4, 5, 6, 7, 12 or 16" for "paragraph 1, 2, 3, 4, 5, 6, 7 or 12" and inserted the last sentence; in subsec. H, inserted par. 4, redesignated existing former par. 4 as 5, inserted par. 6, and redesignated former pars. 5 and 6 as 7 and 8, accordingly.

Reviser's Notes:

1996 Note. Pursuant to authority of § 41-1304.02, in subsection A, paragraph 1 after "mistreatment" a semicolon was

substituted for the comma to correct a manifest clerical error, in subsection C, paragraph 1 a period was inserted after the paragraph designation "1" to correct a manifest clerical error and in subsection F, paragraph 2 the spelling of "life-style" was corrected.

1999 Note. Pursuant to authority of § 41-1304.02, in the section heading "or poultry" was removed, in subsection B, paragraph 2 the spelling of "fur-bearing" was corrected, subsection G was relettered as subsection E and former subsections E and F were relettered as subsections F and G, respectively. The amendment of this section by Laws 1999, Ch. 143 , sec. 2 was erroneously included in the title of the act in violation of Constitution of Arizona art. IV, pt. 2, sec. 13 .

2019 Note. This section contains the amendments made by Laws 2019, Ch. 32 , sec. 1 and Ch. 188, sec. 1, which were blended together as shown pursuant to authority of § 41-1304.03.

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Bill Drafts (10)

1. 2019 AZ H.B. 2671 (NS)
2019 Arizona House Bill No. 2671, Arizona Fifty-Fourth Legislature - First Regular Session, May 08, 2019, VERSION: Adopted, Amended,
Updating Legislation: **2019 Ariz. Legis. Serv. Ch. 188 (H.B. 2671) (WEST)**

2. 2019 AZ H.B. 2671 (NS)
2019 Arizona House Bill No. 2671, Arizona Fifty-Fourth Legislature - First Regular Session, Apr. 11, 2019, VERSION: Engrossed, Amended,
Updating Legislation: **2019 Ariz. Legis. Serv. Ch. 188 (H.B. 2671) (WEST)**

3. 2019 AZ H.B. 2421 (NS)
2019 Arizona House Bill No. 2421, Arizona Fifty-Fourth Legislature - First Regular Session, Mar. 22, 2019, VERSION: Adopted, Amended,
Updating Legislation: **2019 Ariz. Legis. Serv. Ch. 32 (H.B. 2421) (WEST)**

4. 2019 AZ H.B. 2421 (NS)
2019 Arizona House Bill No. 2421, Arizona Fifty-Fourth Legislature - First Regular Session, Feb. 25, 2019, VERSION: Engrossed, Amended,
Updating Legislation: **2019 Ariz. Legis. Serv. Ch. 32 (H.B. 2421) (WEST)**

5. 2019 AZ H.B. 2421 (NS)
2019 Arizona House Bill No. 2421, Arizona Fifty-Fourth Legislature - First Regular Session, Jan. 28, 2019, VERSION: Introduced, Amended,
Updating Legislation: **2019 Ariz. Legis. Serv. Ch. 32 (H.B. 2421) (WEST)**

6. 2019 AZ H.B. 2421 (NS)
2019 Arizona House Bill No. 2421, Arizona Fifty-Fourth Legislature - First Regular Session, Jan. 17, 2019, VERSION: Filed, Amended,
Updating Legislation: **2019 Ariz. Legis. Serv. Ch. 32 (H.B. 2421) (WEST)**

7. 2012 AZ H.B. 2780 (NS)
2012 Arizona House Bill No. 2780, Arizona Fiftieth Legislature - Second Regular Session, Apr. 12, 2012, VERSION: Adopted, Amended,
Updating Legislation: **2012 Ariz. Legis. Serv. Ch. 258 (H.B. 2780) (WEST)**

8. 2012 AZ H.B. 2780 (NS)
2012 Arizona House Bill No. 2780, Arizona Fiftieth Legislature - Second Regular Session, Mar. 29, 2012, VERSION: Engrossed, Amended,
Updating Legislation: **2012 Ariz. Legis. Serv. Ch. 258 (H.B. 2780) (WEST)**

9. 2012 AZ H.B. 2780 (NS)
2012 Arizona House Bill No. 2780, Arizona Fiftieth Legislature - Second Regular Session, Mar. 02, 2012, VERSION: Engrossed, Amended,
Updating Legislation: **2012 Ariz. Legis. Serv. Ch. 258 (H.B. 2780) (WEST)**

10. 2012 AZ H.B. 2780 (NS)
2012 Arizona House Bill No. 2780, Arizona Fiftieth Legislature - Second Regular Session, Feb. 08, 2012, VERSION:

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Introduced, Amended,
Updating Legislation: **2012 Ariz. Legis. Serv. Ch. 258 (H.B. 2780) (WEST)**

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Context and Analysis (14)

Cross References (7)

Abused or vicious animals, hearing on disposition, forfeiture, see § 11-1029.
Animal seizure, notification, bonding, hearing, exception, see § 13-4281.
Branding or altering brand of animal of another, see §§ 3-1304, 3-1305.
Equine, poor condition, seizure, see § 3-1721.
Killing livestock of another, see § 3-1307.
Liability for animal rescue costs, see § 12-1011.
Obliterating or changing brand or mark of animal of another, see §§ 3-1304, 3-1305.

Administrative Code References (1)

Penalties for special licenses, see A.A.C. R12-4-409.

Law Review And Journal Commentaries (1)

Contradictions will out: Animal rights v. Animal Sacrifice in the Supreme Court. Henry Mark Holzer, 1 Animal L. 79 (1995).

ALR Library (1)

6 American Law Reports 5th 733, What Constitutes Offense of Cruelty to Animals--Modern Cases.

Encyclopedias (2)

147 Am. Jur. Trials 181, Litigation of Assistance Animal Access Cases.
156 Am. Jur. Trials 363, Litigation of Criminal Prosecutions of Animal Fighting Contests.

Treatises and Practice Aids (1)

13 Arizona Practice App. 4, Arizona Rules of Protective Order Procedure.

United States Code Annotated (1)

Animal cruelty, depiction of animal cruelty, interstate or foreign commerce, see 18 U.S.C.A. § 48.

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KeyCite Yellow Flag - Negative Treatment
Unconstitutional or PreemptedValidity Called into Doubt by U.S. v. Arizona, 9th Cir.(Ariz.), Apr. 11, 2011

A.R.S. § 13-707

§ 13-707. Misdemeanors; sentencing

Effective: January 1, 2009

Currentness

A. A sentence of imprisonment for a misdemeanor shall be for a definite term to be served other than a place within custody of the state department of corrections. The court shall fix the term of imprisonment within the following maximum limitations:

1. For a class 1 misdemeanor, six months.

2. For a class 2 misdemeanor, four months.

3. For a class 3 misdemeanor, thirty days.

B. A person who is at least eighteen years of age or who has been tried as an adult and who stands convicted of any misdemeanor or petty offense, other than a traffic offense, and who has been convicted of one or more of the same misdemeanors or petty offenses within two years next preceding the date of the present offense shall be sentenced for the next higher class of offense than that for which the person currently is convicted. Time spent incarcerated within the two years next preceding the date of the offense for which a person is currently being sentenced shall not be included in the two years required to be free of convictions.

C. If a person is convicted of a misdemeanor offense and the offense requires enhanced punishment because it is a second or subsequent offense, the court shall determine the existence of the previous conviction. The court shall allow the allegation of a prior conviction to be made in the same manner as the allegation prescribed by § 28-1387, subsection A.

D. A person who has been convicted in any court outside the jurisdiction of this state of an offense that if committed in this state would be punishable as a misdemeanor or petty offense is subject to this section. A person who has been convicted as an

adult of an offense punishable as a misdemeanor or petty offense under the provisions of any prior code in this state is subject to this section.

E. The court may direct that a person who is sentenced pursuant to subsection A of this section shall not be released on any basis until the sentence imposed by the court has been served.

Credits

Added as § 13-903 by Laws 1977, Ch. 142, § 57, eff. Oct. 1, 1978. Renumbered as § 13-707 and amended by Laws 1978, Ch. 201, §§ 104, 107, eff. Oct. 1, 1978. Amended by Laws 1987, Ch. 114, § 1; Laws 2008, Ch. 301, § 31, eff. Jan. 1, 2009.

A. R. S. § 13-707, AZ ST § 13-707
Current through legislation effective March 25, 2022 of the Second Regular Session of the Fifty-Fifth Legislature (2022).

End of Document

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Notes Of Decisions

Concurrent sentences

Trial court's order that misdemeanor jail sentences were to run concurrently with defendant's term of imprisonment on felony charge was improper, however, Court of Appeals would not disturb sentence where State did not cross appeal and error ran in favor of defendant. State v. Garcia (App. Div.1 1990) 165 Ariz. 547, 799 P.2d 888 , review denied. Criminal Law 1136 ; Sentencing And Punishment 594

Concurrent sentence on misdemeanor was unlawful. State v. Harris (App. Div.2 1982) 134 Ariz. 287, 655 P.2d 1339 . Sentencing And Punishment 66

Flat time sentences

Municipal court sentences of $408 fine and suspension of driver's license for 90 days for two civil violations and $40 fine for violating restriction on driver's license requiring defendant to wear glasses were within prescribed legal limits; municipal court had no obligation to sentence defendant to driver's education classes. State v. Harrison (App. Div.1 1990) 164 Ariz. 316, 792 P.2d 779 , review denied, certiorari denied 111 S.Ct. 979, 498 U.S. 1093, 112 L.Ed.2d 1064 . Automobiles 144.5 ; Automobiles 359.1

"Flat" time sentences, which prisoner must serve without possibility of double time allowance for work done outside jail as trusty, are not permitted in misdemeanor cases unless specifically authorized by statute. Application of Webb (1986) 150 Ariz. 293, 723 P.2d 642 . Prisons 245(3)

Enhanced sentences

Reclassifying second and third disorderly conduct convictions within two years as class 6 felonies and sentencing defendant as category three repetitive felony offender was not permitted by and was fundamental error under statute requiring sentence for the next higher class of offense if the person "stands convicted of any misdemeanor" and "has been convicted of one or more of the same misdemeanors" within two years preceding date of the present offense; phrase "stands convicted of any misdemeanor" dictated that the current conviction had to be classified as a class 1 misdemeanor in order for the trial court to impose a class 6 felony sentence. State v. Gulley (2017) 242 Ariz. 149, 393 P.3d 929 . Criminal Law 1042.5 ; Sentencing and Punishment 1238

Disorderly conduct convictions, which were defendant's second and third such convictions in less than two years, were class 1 misdemeanors rather than felonies when calculating an enhanced sentence for a repetitive offender; a felony classification was inconsistent with the plain language of the misdemeanor sentencing statute and the overall context of the statutory scheme for enhanced sentencing for various offenses, and, furthermore, the state conceded that a felony classification was not correct. State v. Ceasar (App. Div.1 2016) 241 Ariz. 66, 383 P.3d 1140 . Sentencing and Punishment 1238

To the extent the sentencing directives in the misdemeanor sentencing statute conflict regarding repetitive misdemeanor offenses, the specific statutory mandate for enhanced punishment controls over the generally applicable misdemeanor sentencing range. State v. Ceasar (App. Div.1 2016) 241 Ariz. 66, 383 P.3d 1140 . Sentencing and Punishment 34

The language of the misdemeanor sentencing statute expressly controverts the notion that the enhanced sentencing range for repetitive misdemeanor offenses also converts the classification of the offense into a felony. State v. Ceasar (App. Div.1 2016) 241 Ariz. 66, 383 P.3d 1140 . Criminal Law 27

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Sufficient evidence existed to support jury's finding that defendant had been previously convicted of disorderly conduct, as required to enhance two counts of disorderly conduct per domestic violence to class 6 felonies; the jury had before it evidence showing that defendant was convicted of disorderly conduct within two years preceding the date that he committed the offenses for which he was being prosecuted. State v. Gulley (App. Div.1 2016) 240 Ariz. 580, 382 P.3d 795 , review granted, vacated in part 242 Ariz. 149, 393 P.3d 929 . Disorderly Conduct 148

Defendant, who was convicted of class 1 misdemeanor, threatening or intimidating per domestic violence, was not only subject to class 6 felony sentencing, but his offense was a class 6 felony for purposes of sentencing him as a category three repetitive offender. State v. Gulley (App. Div.1 2016) 240 Ariz. 580, 382 P.3d 795 , review granted, vacated in part 242 Ariz. 149, 393 P.3d 929 . Sentencing and Punishment 1260

Term

Sentence begins on day court imposes sentence or on day defendant surrenders to custody, regardless of whether that "day" consists of full twenty-four hours. State v. Carnegie (App. Div.1 1993) 174 Ariz. 452, 850 P.2d 690 . Time 11

Potential 195-day term of incarceration was not excessive sentence for class 6 undesignated offense of theft, even though sentence exceeded six-month maximum jail sentence for class 1 misdemeanors and trial court refrained from designating offense as felony or misdemeanor, given that statute on undesignated offenses required that offense be treated as felony for all purposes until court entered order designating offense as misdemeanor. State v. Brown (App. Div.1 1991) 169 Ariz. 35, 816 P.2d 932 . Larceny 88

Right to jury trial

Defendant is not entitled to a jury trial when he is charged with multiple petty offenses that give rise to the possibility of an aggregate prison term of more than six months; whether a defendant is exposed to aggregate sentence totaling more than six months for multiple petty offenses depends on the particularities of that case, and not on the underlying offense, and simply being convicted of misdemeanor assault, or even multiple counts of misdemeanor assault, does not automatically expose a defendant to a prison term longer than six months. Spence v. Bacal (App. Div.2 2018) 243 Ariz. 504, 413 P.3d 1254 . Jury 22(.5)

Because misdemeanor assault was a petty offense for which no jury right attached, defendant, who was charged with three counts of assault, was not entitled to a jury trial on the basis that he faced a potential aggregate sentence of 18 months if court imposed consecutive sentences on all three counts; maximum sentence for each misdemeanor assault was six months, and court need not look to the punishment actually imposed, because court was able to discern the legislature's judgment of the character of the offense. Spence v. Bacal (App. Div.2 2018) 243 Ariz. 504, 413 P.3d 1254 . Jury 22(2)

Assault charges against defendant were presumptively not jury-trial eligible because the maximum sentence for misdemeanor assault was six months, indicating that it was petty offense that fell outside the jury requirement of state and federal constitutional protections. Spence v. Bacal (App. Div.2 2018) 243 Ariz. 504, 413 P.3d 1254 . Jury 22(2)

Misdemeanor offenses punishable by no more than six months' incarceration are presumed to be jury ineligible under the Arizona Constitution; a defendant may rebut this presumption, however, by demonstrating that the offense carries additional severe, direct, uniformly applied, statutory consequences that reflect the legislature's judgment that the offense is serious. Phoenix City Prosecutor's Office v. Nyquist (App. Div.1 2017) 243 Ariz. 227, 404 P.3d 255 . Jury 22(.5)

Misdemeanor marijuana and drug paraphernalia possession are not jury-eligible offenses; neither was a crime at the time of statehood, maximum term of imprisonment for offenses is six months, so that crimes are presumed to be petty, rather than serious, and offenses carry no additional severe, direct, uniformly applied, statutory consequences that would work to overcome that presumption. Stoudamire v. Simon (App. Div.2 2006) 213 Ariz. 296, 141 P.3d 776 , review denied. Jury

22(2)

Drag racing is not a jury-eligible offense; there is no common law antecedent for the statute prohibiting drag racing, offense is presumptively jury-ineligible, as it is a misdemeanor offense punishable by no more than six months incarceration, and there are insufficient severe, direct, uniformly applied, statutory consequences of violation of offense to overcome such presumption. Derendal v. Griffith (2005) 209 Ariz. 416, 104 P.3d 147 . Jury 22(2)

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Validity (1)

Case Treatment (1)

Validity Called into Doubt by

U.S. v. Arizona
641 F.3d 339, 342+ (9th Cir.(Ariz.) Apr. 11, 2011) , (NO. 10-16645)

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Versions (2)

§ 13-707. Misdemeanors; sentencing
AZ ST § 13-707
Effective January 1, 2009
Enacted Legislation Laws 2008, Ch. 301, § 31, eff. Jan. 1, 2009

Prior Versions (1)

§ 13-707. Sentence of imprisonment for misdemeanor
AZ ST § 13-707
Effective [See Text Amendments] to December 31, 2008
Enacted Legislation Renumbered as § 13-707 and amended by Laws 1978, Ch. 201, §§ 104, 107, eff. Oct. 1, 1978. Amended by Laws 1987, Ch. 114, § 1

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Editor's and Revisor's Notes (1)

HISTORICAL AND STATUTORY NOTES

The 1987 amendment designated subsec. A and added subsec. B.

The 2008 amendment by Ch. 301 rewrote the section, which had read:

" **A.** A sentence of imprisonment for a misdemeanor shall be for a definite term to be served other than a place within custody of the state department of corrections. The court shall fix the term of imprisonment within the following maximum limitations:

"1. For a class 1 misdemeanor, six months.

"2. For a class 2 misdemeanor, four months.

"3. For a class 3 misdemeanor, thirty days.

" **B.** The court may, pursuant to this section, direct that the person sentenced shall not be released on any basis until the sentence imposed by the court has been served."

Laws 2008, Ch. 301, § 119 , provides:

" **Sec. 119. Intent**

"By this act, the legislature intends to reorganize title 13, chapters 6 and 7, Arizona Revised Statutes , for the purpose of simplifying the criminal sentencing laws. This act is not intended to make any substantive changes to the criminal sentencing laws except for very limited adjustments to the sentence length for repetitive offenders to account for combining §§ 13-604 and 13-702.02, Arizona Revised Statutes , as repealed by this act."

Laws 2008, Ch. 301, § 120 , provides:

" **Sec. 120. Effective date**

"Except as provided by Laws 2003, chapter 255, § 8, as amended by this act, this act is effective from and after December 31, 2008."

Former § 13-707, added by Laws 1961, Ch. 108, § 4, defining sedition, was repealed by Laws 1977, Ch. 142, § 23, effective October 1, 1978.

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Bill Drafts (3)

1. 2008 AZ H.B. 2207 (NS)
2008 Arizona House Bill No. 2207, Arizona Forty-Eighth Legislature - Second Regular Session (FULL TEXT - NETSCAN), July 07, 2008, VERSION: Adopted, Amended,

2. 2008 AZ H.B. 2207 (NS)
2008 Arizona House Bill No. 2207, Arizona Forty-Eighth Legislature - Second Regular Session (FULL TEXT - NETSCAN), June 23, 2008, VERSION: Engrossed, Amended,

3. 2008 AZ H.B. 2207 (NS)
2008 Arizona House Bill No. 2207, Arizona Forty-Eighth Legislature - Second Regular Session (FULL TEXT - NETSCAN), Jan. 14, 2008, VERSION: Introduced, Amended,
Updating Legislation: **2008 Ariz. Legis. Serv. Ch. 301 (H.B. 2207) (WEST)**

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Context and Analysis (5)

Law Review And Journal Commentaries (1)

Adventures in risk: Predicting violent and sexual recidivism in sentencing law. Melissa Hamilton, 47 Ariz.St.L.J. 1 (Spring 2015).

ALR Library (1)

16 American Law Reports 3rd 1373, Right to Trial by Jury in Criminal Prosecution for Driving While Intoxicated or Similar Offense.

Treatises and Practice Aids (1)

15 Employment Coordinator Workplace Safety § 4:107, Criminal Penalties.

United States Supreme Court (2)

Sentencing guidelines, appellate review, non-guidelines sentence, abuse of discretion standard, see Gall v. U.S., U.S.Iowa2007, 128 S.Ct. 586, 552 U.S. 38, 169 L.Ed.2d 445.
Sentencing, violent felony repeat offenders, predicate offenses, civil rights restored exemption, misdemeanor battery convictions, see Logan v. U.S., 2007, 128 S.Ct. 475, 552 U.S. 23, 169 L.Ed.2d 432, habeas corpus dismissed 2015 WL 12857330, affirmed 644 Fed.Appx. 280, 2016 WL 1084260.

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Arizona Revised Statutes Annotated
Title 13. Criminal Code (Refs & Annos)
Chapter 8. Restitution and Fines (Refs & Annos)

A.R.S. § 13-802

§ 13-802. Fines for misdemeanors

Currentness

A. A sentence to pay a fine for a class 1 misdemeanor shall be a sentence to pay an amount, fixed by the court, not more than two thousand five hundred dollars.

B. A sentence to pay a fine for a class 2 misdemeanor shall be a sentence to pay an amount, fixed by the court, not more than seven hundred fifty dollars.

C. A sentence to pay a fine for a class 3 misdemeanor shall be a sentence to pay an amount, fixed by the court, not more than five hundred dollars.

D. A sentence to pay a fine for a petty offense shall be a sentence to pay an amount, fixed by the court, of not more than three hundred dollars.

E. A judgment that the defendant shall pay a fine, with or without the alternative of imprisonment, shall constitute a lien in like manner as a judgment for money rendered in a civil action.

F. This section does not apply to an enterprise.

Credits

Added as § 13-1002 by Laws 1977, Ch. 142, § 59, eff. Oct. 1, 1978. Renumbered as § 13-802 and amended by Laws 1978, Ch. 201, §§ 110, 112, eff. Oct. 1, 1978. Amended by Laws 1989, Ch. 87, § 2.

A. R. S. § 13-802, AZ ST § 13-802
Current through legislation effective March 25, 2022 of the Second Regular Session of the Fifty-Fifth Legislature (2022).

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Notes Of Decisions

Construction and application

Mandatory assessments, incarceration costs, and surcharges imposed on defendant charged with extreme driving under the influence (DUI) were to be excluded when calculating whether defendant was charged with a misdemeanor punishable by a fine not exceeding $2500, and thus municipal court had jurisdiction over defendant's case. Rogers v. Cota (App. Div.1 2009) 223 Ariz. 44, 219 P.3d 254 , review denied. Automobiles 350

Right to jury trial

Drag racing is not a jury-eligible offense; there is no common law antecedent for the statute prohibiting drag racing, offense is presumptively jury-ineligible, as it is a misdemeanor offense punishable by no more than six months incarceration, and there are insufficient severe, direct, uniformly applied, statutory consequences of violation of offense to overcome such presumption. Derendal v. Griffith (2005) 209 Ariz. 416, 104 P.3d 147 . Jury 22(2)

Traffic

Municipal court sentences of $408 fine and suspension of driver's license for 90 days for two civil violations and $40 fine for violating restriction on driver's license requiring defendant to wear glasses were within prescribed legal limits; municipal court had no obligation to sentence defendant to driver's education classes. State v. Harrison (App. Div.1 1990) 164 Ariz. 316, 792 P.2d 779 , review denied, certiorari denied 111 S.Ct. 979, 498 U.S. 1093, 112 L.Ed.2d 1064 . Automobiles 144.5 ; Automobiles 359.1

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Versions (1)

§ 13-802. Fines for misdemeanors
AZ ST § 13-802
Effective [See Text Amendments]
Enacted Legislation Amended by Laws 1989, Ch. 87 , § 2

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Editor's and Revisor's Notes (1)

HISTORICAL AND STATUTORY NOTES

The 1978 amendment substituted "one" for "ten" in subsec. A; "seven hundred fifty dollars" for "three hundred dollars" in subsec. B; "five" for "two" in subsec. C; "three" for "two" in subsec. D; and "an enterprise" for "a corporation" in subsec. F.

The 1989 amendment increased the fine for a class 1 misdemeanor.

Former § 13-802, added by Laws 1977, Ch. 142, § 49, eff. Oct. 1, 1978, was renumbered as § 13-902 by Laws 1978, Ch. 201, § 116.

Another former § 13-802, relating to abandonment of wife, was renumbered as § 13-3610 by Laws 1977, Ch. 142, § 99, eff. Oct. 1, 1978.

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Context and Analysis (7)

Law Review And Journal Commentaries (1)

Criminal code revision. 26 Ariz.St.L.J. 341 (1994).

ALR Library (1)

16 American Law Reports 3rd 1373, Right to Trial by Jury in Criminal Prosecution for Driving While Intoxicated or Similar Offense.

Treatises and Practice Aids (5)

9A Arizona Practice § 33:11, Introduction to Tort Liability--Infringement on Intellectual Property Rights.
9 Arizona Practice § 12:16, Protection of Trade Secrets.
15 Employment Coordinator Workplace Safety § 4:107, Criminal Penalties.
2 HRS Fair Employment Practices § 26:42, Tobacco Use.
5 Rathkopf's The Law of Zoning and Planning § 91:20 (4th ed.), Sanctions for Failure to Comply--Available Penalties and Remedies.

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Validity

There are no Validity results for this citation.

Bill Drafts

There are no Bill Drafts for this citation.

Legislative History Materials

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