

Contract
Children’s Museum of Yuma County, Inc. and the City of San Luis, Arizona

This agreement (“Contract”) is made this ___ day of July 2022, between:

City of San Luis 1090 East Union Street (physical, no postal Service) P.O. Box 1170 (mailing) San Luis, Arizona 85349, a municipal corporation organized under the laws of Arizona ("City") and	Children’s Museum of Yuma County, Inc. 180 West 1 st Street A1 Yuma, Arizona 85364 and P.O. Box 398 Yuma, Arizona 85366, a domestic non-profit corporation organized under the laws of Arizona ("Museum").
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This Contract may refer to the City and the Museum individually as “Party” and collectively as “Parties.” “San Luis” means the City of San Luis, Arizona.

RECITALS.

A. The City relies on the Museum’s representations Contained in Exhibit A, which this reference incorporates into this Contract.

B. The Parties desire to enrich the lives of children residing in San Luis with hands-on educational experiences.

The recitals to this Contract are incorporated into and shall constitute part of this Contract. In consideration of the abovementioned matters and the mutual benefit and obligations in this Contract, the Parties agree.

SECTION ONE.
MUSEUM’S DUTIES

1.1 The Museum agrees to provide four (4) day-long educational experiences for children under 18 years old residing in San Luis at outreach events inside the city limits of San Luis (“Outreach Events”). At a minimum, the Outreach Events shall include the elements described in Exhibit A’s budget provided on page one (1). For the Outreach Event on Exhibit A, Page one (1), titled “Additional Outreach Day (if requested),” the City requests, and the Museum agrees to provide a week-long exhibition in San Luis. The Outreach Events must occur at times agreeable to the City and be completed by June 30, 2023.

1.2 After execution of this Contract and no later than June 30, 2023, the Museum

shall provide to the City 700, free, family admission passes for up to 5 people in a family. The City shall distribute the passes. Those families who show the City's Parks and Recreation Administration proof of residence in San Luis (such as rent or utility bills with a San Luis physical address) are eligible for the passes. The City shall give preference to those families with children in the City's Recreation Youth Program or references from an Arizona-recognized school district or charter school.

1.3 The Museum shall extend a discount for admission to San Luis employees if they show their San Luis employee badges upon entrance to the Museum.

1.4 The Museum shall submit its completed W-9 or other I.R.S. Form Tax Identification Number to the City.

1.5 The Museum shall invoice the Parks and Recreation Department \$2,500.00 quarterly, starting August 2022 and ending in June 2023, for payment through the Council Contracts general ledger account.

1.6 The Museum shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City's funding. The Museum shall keep its accurate books in a place convenient for City. The City shall have access to and the right to examine such books at any reasonable time.

1.7 The Museum shall present to San Luis City Council at their Council Meeting on the first Wednesday in March (or a date agreeable to the Parties in writing). The presentation shall describe the Museum's progress on this Contract.

1.8 The Museum shall prepare a final report and submit it to the Parks and Recreation Department by July 31, 2023, showing an accounting of the City's funds and providing copies of receipts. The report shall include:

- the number of children attendees at the Outreach Events,
- the number of San Luis family admissions redeemed, and
- the number of City employees receiving discounts.

SECTION TWO.
JOINT APPROVAL OF OUTREACH TOPICS

The Parties may change the topics and the type of events for the Outreach Events upon written agreement of both Parties. The City's Parks and Recreation Director is authorized to represent the City for this purpose.

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**SECTION THREE.
PAYMENT AND CITY CONTACT**

3.1 For the services described above, the City shall pay the Museum \$10,000.00 in increments of \$2,500.00 with the Museum’s quarterly invoices, attention to the Parks and Recreation Director. The City shall pay no longer than four (4) weeks after receipt of the invoice.

**SECTION FOUR.
TERMINATION**

4.1 Without Cause. Either Party may terminate this Contract and the services to be rendered without liability, with written notice to the other Party at least 30 days before the termination. However, the Museum’s compensation will be based on services rendered with receipts and other documentation of the Museum’s costs through the date of termination and not on the quarterly flat fee.

4.2 With Cause. Either Party may terminate this Contract immediately for cause. For this purpose, “cause” means a material breach of this Contract that the breaching Party does not cure within ten (10) days of receiving written notice of the alleged breach from the non-breaching.

4.3 Expiration and Duration. This Contract expires June 30, 2023, with the reporting period extended to July 31, 2023. However, the Parties shall make every effort to coordinate the Outreach Events well before this Contract expires.

**SECTION FIVE.
INDEPENDENT CONTRACTOR AND OBEY ALL LAWS**

5.1 Rights of the Museum 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.

5.2 Rights of the City include but are not limited to inspection and approval of the work.

5.3 The Museum is responsible for its equipment, materials, and personal property.

5.4 The Parties agree that the Museum, its employees, agents, and subcontractors shall be independent contractors. The Museum’s employees, agents, and subcontractors shall not be considered employees or agents of the City for any purpose. They shall not have the City’s employee benefits.

5.5 Employment Law. The Museum shall be responsible for all employment laws and

its employees or individuals part of the Museum's group, including but not limited to safe work conditions, all wages, payroll tax withholding, workers' compensation coverage, and unemployment compensation coverage.

5.6 Employment Eligibility. Under A.R.S. § 41-4401, e-verify:

(a) Museum warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A).

(b) That a breach of a warranty under paragraph (a) shall be deemed a material breach of the Contract subject to penalties, including Contract termination.

(c) That the City retains the legal right to inspect the papers of any contractor or subcontractor who works on this Contract to ensure that the contractor or subcontractor complies with the warranty under paragraph (a).

5.7 Conflict of Interest. This Contract is subject to the cancelation provisions of A.R.S. § 38-511 due to conflict of interest.

5.8 Obey all Laws. The Museum shall comply with and obey all laws that affect the work of the Museum under this Contract.

SECTION SIX. INDEMNIFICATION AND INSURANCE

6.1 Indemnification

The Museum and its agents, employees, successors, and assigns, agree to indemnify, hold harmless, protect, and defend the City and its agents and employees from all claims, court costs, out-of-pocket expenses, damages (including compensatory, punitive damages, reasonable expert fees, and reasonable attorneys' fees) and liabilities, arising from or relating to the Museum's Outreach Events and the Museum's other obligations under this Contract. This indemnification provision shall survive the expiration or termination of this Contract.

6.2 Insurance

The Museum shall provide a Certificate of Insurance and endorsements showing the City as additionally insured for the above indemnification and the following event insurance coverage for each Outreach event:

\$1 million liability to others (combined single limit) and

\$2 million general aggregate insurance,

The Museum shall keep the facility, including personal property of the City, in good order and condition and will pay for any repairs caused by its negligence or misuse, or that of its invitees. The Museum agrees to maintain for the entire term of its use of the

City's facilities, public liability insurance in a minimum amount of \$1,000,000 for any one occurrence for loss from an accident resulting in bodily injury or death, and for damage to or destruction of property belonging to the City, as well as third parties and \$2 million in the aggregate of the same. The Museum agrees that the City shall be named as an additional insured on the aforementioned insurance policy. The Museum further agrees that upon execution of this Contract and at least thirty (30) days before the date it is to use the facilities, it shall furnish a certificate of insurance and endorsements to the City that shall provide that the insurance shall not be canceled or altered without ten (10) days prior written notice to the City. If the Museum fails to produce said Certificate of Insurance within the time proscribed in this section, the City shall have no obligation to permit the Museum to use the City's facilities.

SECTION SEVEN. MISCELLANEOUS PROVISIONS

7.01 Notices. Notice required in this Contract shall be in writing and delivered personally to the other designated Party, or sent by any commercially reasonable means of receipted delivery, addressed to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under the provisions of this paragraph.

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

7.03 Amendment. Neither Party shall change or add to this Contract except by written amendment executed by the Parties.

7.04 Severability. If any provision of this Contract is declared void or unenforceable by a court of competent jurisdiction or by operation of legislation, such provision shall be severed from this Contract. The remainder of this Contract will not be affected by that invalidity or unenforceability. Each remaining Contract provision will be valid and enforced to the extent permitted by the law.

7.05 Governing Law. The laws of Arizona shall govern the interpretation and enforcement of this Contract.

7.06 Venue. Venue for any action commenced in connection with this Contract shall be proper only in a court of competent jurisdiction in Yuma County, Arizona. The

Parties shall waive any right to object to such a venue in such legal action. Nothing in this paragraph shall be deemed to have authorized the bringing of any legal action in a court without jurisdiction to adjudicate it.

7.07 Attorney Fees and Costs. If either Party finds it necessary to bring any action at law, arbitration, or other proceeding against the other Party to enforce any of the terms, covenants, or conditions in this Contract, the non-prevailing Party shall pay all reasonable costs, reasonable financial services fees, and reasonable attorney's fees. If the prevailing Party secures a judgment, all such costs and fees shall be included in the judgment, set by the court and not by jury.

7.08 No Assignment. The Museum shall not assign the benefits nor delegate the obligations under this Contract to any person or entity.

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

7.10 No Agency Created. Nothing in this Contract shall create any agency, partnership, joint venture, or other similar arrangements between the Parties.

7.11 No Personal Liability. In carrying out any of this Contract's provisions or exercising any power or authority granted to the Parties, there shall be no personal liability on the City, its agents, elected officials, officers, and employees. The Parties understand that they act as agents and representatives of the City in such matters.

7.12 Time is of the Essence. Time is of the essence in this Contract. The Museum shall use the utmost diligence to provide the services in this Contract before June 30, 2023.

7.13 Further Acts. The Parties shall execute and deliver all documents and perform all acts reasonably necessary to carry out the matters contemplated by this Contract.

7.14 Force Majeure. If either Party or both Parties are prevented or materially restricted from performing any of their obligations under this Contract due to an event of *force majeure*, then the obligations of both Parties shall be suspended or reduced to the extent made necessary by the event. As used in this subsection, "*force majeure*" means any cause not reasonably within the control of the Party whose ability to perform is impaired if that Party could not have prevented the cause by exercising reasonable diligence. In this Contract, *force majeure* includes, but is not limited to, natural or man-made disasters, emergency orders, epidemics, pandemics, public health orders, material changes in the law or regulation, or any other legitimate condition beyond the City's or the Museum's control.

7.15 Headings. The headings in this Contract are inserted for convenience only. They shall not control or affect the meaning or construction of this Contract.

7.16 Authority. The undersigned represent to each other that they:

- have full power and authority to enter into this Contract and
- have ensured that all necessary actions have been taken to give full force and effect to this Contract.

7.17 Entire Agreement. This Contract, including its incorporated Exhibit A, constitutes the entire agreement between the Parties. All prior and contemporaneous agreements, representations, and understanding of the Parties, oral or written, are superseded and merged in this Contract.

7.18 Counterparts. This Contract may be executed in 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 signatures of all Parties may be physically attached to a single document.

The Parties have executed this Contract in Yuma County, Arizona, on the day and year in the first paragraph of this Contract (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

**Children’s Museum
of Yuma County, Inc.**

Print Name: _____

Title: _____

Date: _____

Exhibit A

San Luis Invested Money in CMYC Outreach Events and Admission Passes

Outreach Events

Event Name/Components	Expenses
Space Exploration Day	
Staffing	\$ 350.00
Preparation/Transportation	\$ 100.00
Materials	\$ 300.00
Experts	\$ 500.00
Art Exploration Day	
Staffing	\$ 350.00
Preparation/Transportation	\$ 100.00
Materials	\$ 300.00
Experts	\$ 500.00
Participation in Dia del Niño	
Staffing	\$ 300.00
Preparation/Transportation	\$ 100.00
Materials	\$ 200.00
Additional Outreach Day (if requested)	
Staffing	\$ 350.00
Preparation/Transportation	\$ 100.00
Materials	\$ 300.00
Experts	\$ 500.00
Outreach Event Total Value	\$ 4,350.00
Family Passes for Museum Admission 700 Family Admission Passes for up to 5 people in family	
Family Passes Total Value	\$ 5,000.00
Discount off admission for City of San Luis Employees	
City Employee Admission Discount	\$ 650.00
Total Value of Investment	\$ 10,000.00

03.1.2022

Executive Director
Melissa Rushin Irr

Dear City of San Luis Mayor, Council Members and Administrators,

We hope you found our video presentation inspirational and informative as we prepare to launch the Children's Museum of Yuma County into year-round service to the greater Yuma County area including San Luis. We are approaching each municipality and the County with the opportunity to partner with our existing donors and supporters in making an investment to help make this vital community resource a reality.

Board of Directors

Jovani Ford,
President
Kristen Eshaya,
Vice-President
Jennifer Kaste,
Secretary
Kevin Burge,
Treasurer

We plan to come before you in the coming weeks to respectfully and formally ask that you include the Children's Museum of Yuma County in the upcoming City of San Luis budget cycle with an investment of \$10,000. An investment from the City of San Luis along with each municipality in the county will help us to bring our programming to the children and families in our region. By building on and expanding the successful programming and partnerships we've formed over the past 9 years and seeking new funding, we are positioning the organization for continued success and service for many years to come.

Jim Larson,
Member
Miriam Limon,
Member
Greg LaVann,
Member
Ricardo Perez,
Member

If you have any questions or concerns, please feel free to reach out to us as needed.

Sincerely,

Jovani Ford
President, Board of Directors

Greg LaVann
Board Member

Melissa Rushin Irr
Executive Director
Children's Museum of Yuma County, Inc

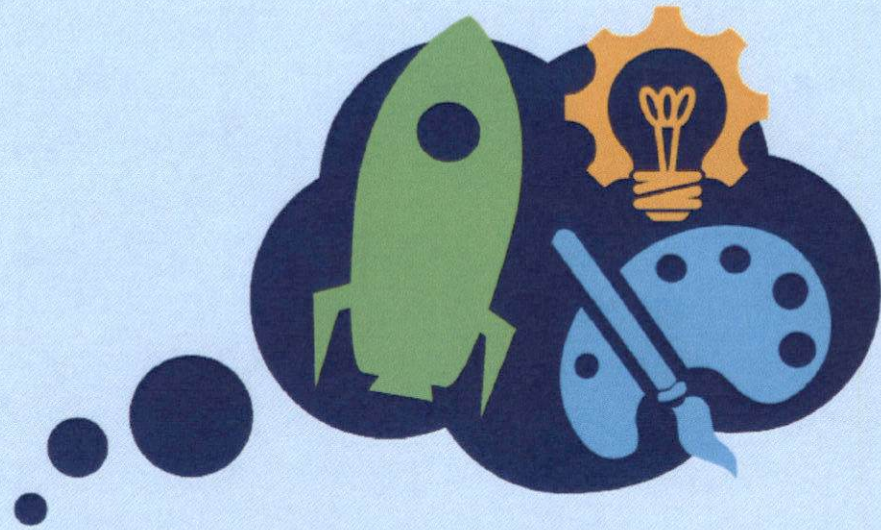
Children's Museum of Yuma County, Inc.

Tel 844-426-9862

180 W. 1st St. Ste A1
Yuma, AZ 85364

YumaChildrensMuseum.com
melissa@YumaChildrensMuseum.com

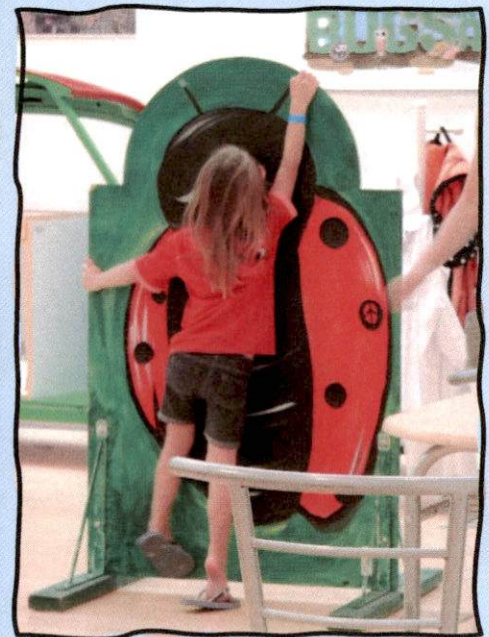
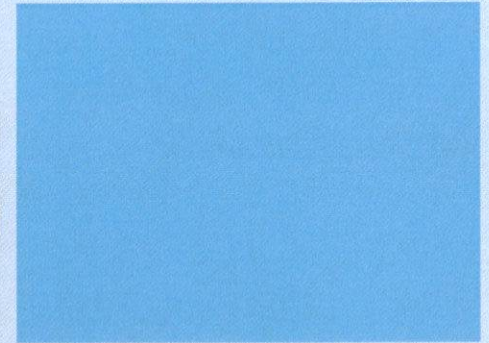
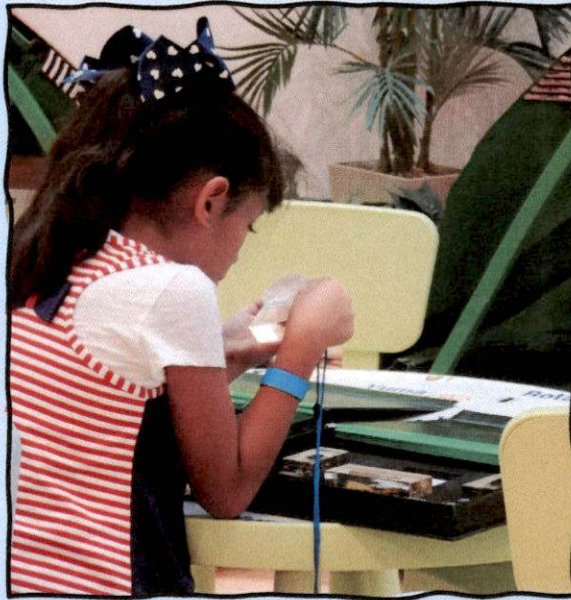




children's
museum

YUMA COUNTY

Creating Playful Change
in our Community



Our Mission

Creating playful experiences where
all children learn through
exploration, imagination, and creativity.

Our History...

- What is a children's museum?
- Children's Museum of Yuma County was founded in 2013
- For the past 9 years, we have:
 - Operated successful outreach events, a summer children's museum for 4 summers, virtual class kit program, and a summer camp program
 - Partnered with community members, service organizations, individual schools and districts, governmental agencies and other nonprofits and foundations to advance our mission
 - Become members of the international Association of Children's Museums and the National Informal STEM Education Network

Responding to the Community During the Pandemic

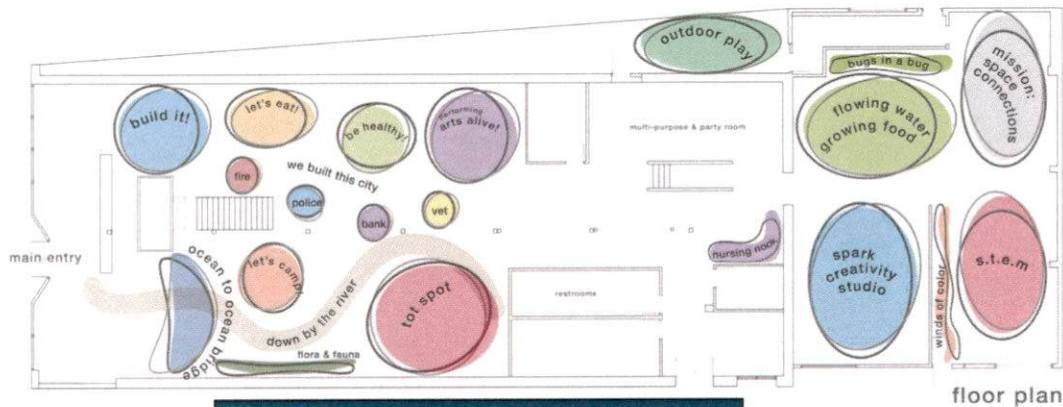


- Shared online activity suggestions in early days of COVID-19 pandemic
- Developed a Museum@Home Class Kit Program Summer 2020
- Created our Spark Creative Curiosity Camps for Summer 2021





let's build a museum!



Exhibits Featured

- Down By the River & Tot Spot
- We Built This City
- Flowing Water, Growing Food
- Bugs in a Bug
- Mission: Space Connections
- Nanotechnology
- Winds of Color
- Spark Creativity Studio



Our needs are greater than ever as we make our museum a reality...

- General operating expenses
- General program expenses
 - field trips
 - camps
 - workshops
 - pass program for economically disadvantaged families and more
- Enhancing enrichment experiences for guests, staff, and volunteers

How will we benefit the City of San Luis?

- Opportunities
 - Strengthen existing partnerships, programs, and outreach
 - Foster new partnerships, programs, and outreach
- Value
 - Supporting needs of children and families
 - Enriching lives of children & families
 - Supporting economic development

Key Funders During Our Development

Regional Center for Border Health

Sunset Community Health Center

Shay Oil Company

Gowan Company

Academy Mortgage Company

JV Smith Farms & Smith Family
Foundation

Yuma County Chamber of
Commerce

BLT Companies

Yuma Insurance Company

Arizona Lighting Company

Yuma Foot Care

Taylor Engineering

Dahl, Robins, & Associates

AEA Federal Credit Union

1st Bank Yuma

YRMC

Carol & Company Realtors

Partners Real Estate Group

Greater Yuma Economic
Development Corporation

NexGen Yuma

Strong Beginnings

Southwest Gas

Pilkington Construction

Yuma Investment Group

Other Support

Grant Funding

Arizona Community Foundation of Yuma
Community Foundation of Southern
Arizona
Arizona Community Foundation
Arizona Public Service
Officers' Spouses' Club of MCAS Yuma
Arizona Commission on the Arts
Flinn Foundation
Arizona Game and Fish Department

Service Organizations

Yuma Rotary Club
Fort Yuma Rotary Club
Sunrise Rotary Club
Rotary District 5500

Planned Revenue Streams

- Earned Revenue
 - Admissions (\$6-7/person)
 - Memberships (family and corporate)
 - Camp, Workshop, Class Fees
 - Field Trip Fees
 - Facility Rentals (primarily for birthday parties and showers)
 - Retail Gift Shop Sales
- Contributed Revenue
 - Monthly Giving Program
 - Fundraising Events
 - Corporate, Organization, Individual Donations
 - Sponsorships of Events, Programs, or Exhibits
 - Grant Funding (short-term and multi-year)
 - Governmental Funding

This is so much better than school!

~~Liam G., age 12

SparkCamps 2021

Aww! I want to keep coming
back next week!

~~Michael, age 6

SparkCamps 2021



Thanks for giving kids like me a place to belong.

~~Jasmine, age 11

Summer Children's Museum 2019



Melissa Rushin Irr, Executive Director

928-920-5649

melissa@yumachildrensmuseum.com

yumachildrensmuseum.com

Donate securely at yumachildrensmuseum.com
or through Arizona Community Foundation

Contact

For Tours, Donations, or Sponsorship
Opportunities