

March 11, 2022

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

Mayor Sanchez and City of San Luis Council Members,

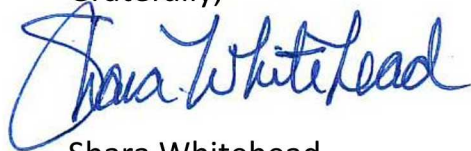
Fiscal year 2021-22 is evolving in post pandemic recovery and the Yuma Community Food Bank is adapting as it happens. With inflation to be higher than anticipated, we expect to see more families, veterans and those on fixed incomes visit the Food Bank and we fear it will be with us for some time. Those inflationary costs are affecting YCFB's overall operations, as we all are in this together. Our management of distributions has improved but we are still looking to better serve communities. As the City of San Luis continues to expand and with growth comes additional needs for residents, which includes those that are living under the Federal Poverty Guidelines. We were able to distribute over 7 million pounds of food to residents of Yuma County and 264,553 pounds to date in this current fiscal year. Attached is a comparison of several years for your review.

We are using Link 2 Feed software to help us better understand our clients and what is needed to help change their lives for the better by asking what brings them to the Food Bank. Is it work related, health issues, family related? Whether it is job training, health issues and referrals, rent or utility assistance, the Yuma Community Food Bank wants to make a difference and help change outcomes for all residents of Yuma and La Paz Counties. Our mission is to relieve hunger and educate for better health outcomes.

YCFB respectfully requests support in the amount of \$30,000 for fiscal year 2023. We are committed to partnering with the City of San Luis and adapting to the changes as they may occur. YCFB is grateful for the funding and continued partnership that San Luis City Council has provided to the Food Bank for the past 22 years.

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

Gratefully,



Shara Whitehead
President/CEO

2017-18

	Distribution		Senior Nutrition Ctr		Value
	Poundage	Produce	Poundage	Produce	\$ 1.67
Jul	17,186	5,226	-		
Aug	17,954	5,373	4,167	4,120	
Sep	14,418	3,146	2,081	1,738	
Oct	8,857	-	3,224	1,950	
Nov	12,432	1,767	3,772		
Dec	15,552	4,063	6,394		
Jan	16,434	4,452	-	-	
Feb	11,751	1,454	-	-	
Mar	10,454	1,216	-	-	
Apr	11,729	2,580	278	-	
May	12,314	2,900	8,145	-	
Jun	12,314	14,945	8,145	6,660	
TOTALS	161,395	47,122	36,206	14,468	

Total #'s 259,191

#####

May and June were duplicated on every agency

2019-20

	Distribution		Senior Nutrition Ctr		Value
	Poundage	Produce	Poundage	Produce	\$ 1.72
Jul	16,330	6,017	0	-	
Aug	23,947	3,821	-	-	
Sep	16,399	860	-	-	
Oct	17,292	1,276	-	-	
Nov	17,961	3,954	-	-	
Dec	19,247	11,449	-	-	
Jan	21,372	6,017	-	-	
Feb	7,643	4,190	-	-	
Mar	22,021	2,748	-	-	
Apr	18,590	2,756	-	-	
May	29,920	2,148			
Jun	26,309	2,155			
TOTALS	237,031	47,391	-	-	

Total #'s 284,422

#####

Summary

	#'s	Value
2016-17	203,131	\$ 339,228.77
2017-18	259,191	\$ 432,848.97
2018-19	245,440	\$ 412,339.20
2019-20	284,422	\$ 489,205.84
2020-21	595,399	\$ 1,035,994.26
2021-22	325,429	\$ 566,245.73

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

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

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

SECTION FIVE. LIABILITY INSURANCE AND INDEMNITY

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

SECTION SIX. COMPLIANCE WITH THE LAW

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

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

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

tagout procedures and providing all notices, safety data sheets, etc., as required by the right-to-know standard.

SECTION SEVEN. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.18 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or

more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument, so the signature of all Parties may be physically attached to a single document.

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

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

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

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Yuma Community Food Bank

Signature

Print Name

Title

Date: _____