



NOTICE OF WORK SESSION

In accordance with §38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Work Session meeting at 6:30 p.m., Wednesday, May 4, 2022. The Work Session 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 SESION DE TRABAJO

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Sesión de Trabajo a las 6:30 p.m., el día Miércoles, 4 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, Actuaría de la Ciudad



AGENDA
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
May 4, 2022
6:30 p.m.

For the safety of the public during the COVID-19 pandemic, members of the public may attend the City Council's Work Session of May 4, 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.

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 Sesión de Trabajo del Cabildo del 4 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.

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**
2. **ITEMS FOR DISCUSSION ONLY:**
 2. A. Continuation of discussion, review, and possible directions to staff on any and all matters regarding the proposed City of San Luis Fiscal Year 2022-2023 Budget, City Council Contracts, Contributions, Sponsorships, and Dues. **(Lizandro Galaviz, Acting City Manager)**

- 2. B. Update followed by a discussion on any and all matters regarding the City of San Luis Tourism Letters project proposed in July 2021. **(Vice Mayor Africa Luna-Carrasco and Lizandro Galaviz, Acting City Manager)**

- 2. C. Discussion and possible directions to staff on any and all matters regarding the creation of a Historical Society that would work on collecting historical data, documents, pictures and conduct oral history projects for the city. **(Vice Mayor Africa Luna-Carrasco and Lizandro Galaviz, Acting City Manager)**

- 2. D. Discussion and possible directions to staff on any and all matters regarding replacing the gazebo/bench located on Lakin Drive and Sierra Vista. **(Vice Mayor Africa Luna-Carrasco and Maria A. Roldan, Acting Parks & Recreation Director)**

3. **ADJOURNMENT**

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



AGENDA ITEM REVIEW FORM

Work Session

2. A.

Meeting Date: 05/04/2022

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

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

ITEM:

Continuation of discussion, review, and possible directions to staff on any and all matters regarding the proposed City of San Luis Fiscal Year 2022-2023 Budget, City Council Contracts, Contributions, Sponsorships, and Dues. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

The staff has attached proposals for consideration and dues for the City of San Luis Fiscal Year 2022-2023 Budget. If approved, contract proposals and intergovernmental agreement contributions attached to this agenda item will appear on the consent agenda of the next Regular Meeting of the City Council as separate items. For ease of finding the backup information, the numbers in the furthest left column of the attached spreadsheet match the attachments sort order number. If the new requests are budgeted, legal staff will prepare contracts for consideration on a future agenda.

Contractual Services:

There are four (4) new community groups offering services and events. GYEDC is on its last planned yearly increase. Yuma Community Food Bank has an increase due to inflation. However, the Food Bank will be providing a cold storage unit in San Luis without charge. Ramirez Advisors Inter-National reflects a contingency fee of \$1,500.00 that has always existed in the contract for travel expenses but was not shown on the budget sheet. Luis Ramirez has never charged these expenses. He is reserving this possibility for when travel may become extensive due to the needs of the service he provides to the city. Activity is increasing on the Land Port of Entry 1, and Mr. Ramirez's services will also increase. Hence the increase of \$5,000.00 is requested.

The biggest increase is YCIPTA-YCAT; Executive Director Shelly Kreger and Secretary/Treasurer of their board Ralph Velez will present the YCAT dues and one-time contribution. In summary, YCIPTA-YCAT Dues have been the same since 2014.

There are three (3) reasons for the increases:

1. One of YCAT's contractors sued YCAT. The settlement caused them to have a \$487,560 shortfall.
2. In 2019, The Federal Transportation Administration Grant stopped accepting in-kind services for the grant's match. In 2020 YCAT used Pandemic relief CARES Act money to make up for the shortfall. This year it must look to the members.
3. It became impossible for the County to continue to advance YCAT funds until they received grant reimbursements. So YCAT must create a cash flow fund.

Dues and Subscriptions

There are decreases in dues and subscription items, specifically JCG (the recording software for the chambers), NALEO, and WAEDD. JCG has only charged \$567.22 for the last two (2) years, so the \$6,462.00 budgeted in the previous year is no longer needed. NALEO offered a group rate which saves \$120.00. WAEDD (Western Arizona Economic Development District) dissolved last year and did not use the money budgeted in the previous year.

There are increases because the Arizona League of Cities and Towns and National League of Cities base their dues on population, and San Luis has grown. YMPO had a big estimated increase because the Federal Grant went up, so the match went up. Yuma Sun Newspaper Subscription price went up.

SUPPORTING INFORMATION:

DISCUSSION AND POSSIBLE DIRECTIONS TO STAFF ONLY, NO ACTION.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: TBD

CITY/STATE/FEDERAL FUNDS: TBD

TOTAL: TBD

BUDGETED: TBD

AVAILABLE TO TRANSFER: TBD

ACCOUNT #/REMAINING BALANCE: TBD

FISCAL IMPACT STATEMENT:

This is a discussion item only. The total is shown on the spreadsheet if all requests are budgeted in full.

Attachments

- Spreadsheet
- Ramirez Advisors
- GYEDC
- 4FrontED
- GYPA
- Resolution No. 2216 - YCAT Annual Contribution
- Resolution No. 2217 - YCAT One-Time Contribution
- Humane Society
- Amberly's Place
- Food Bank
- Food Ministry
- Film Festival
- ComiCon
- Off-Road Expo
- PPEP
- Chamber of Commerce Letters
- AIFC Scholarships
- Cancer Support Group
- Children's Museum
- Chicano Art Collective - Letter
- Cesar Chavez Events
- Ariz. League of Cities & Towns
- Ariz. Mexico Commission
- Border Trade Alliance
- JCG Technologies
- NALEO

Nat'l League of Cities
Yuma County Chamber of Commerce
YMPO
Yuma Sun On-line Subscription

FY 2022-2023 BUDGET		City Council Contracts, Contributions, Dues Budget				Council Direction
Agency*	Approved Budget* FY 2021-2022	Agency Requests Increase or new* FY 2022-2023	Total Request* WS 5/4/2022	Notes & Reason for Agency's Increase Request	WS 5/4/2022	
80000 CONTRACTUAL SERVICES						
2 Ramirez Advisors Inter-National, LLC	\$ 55,000.00	\$ 5,000.00	\$ 60,000.00	Increased activity on POE 1		
2 Ramirez Advisors Inter-National, LLC (Travel)		\$ 1,500.00	\$ 1,500.00	*Contingent Travel Expenses		
3 Greater Yuma Eco. Dev. Corp.	\$ 57,508.00	\$ 6,262.00	\$ 63,770.00	Last yearly increase		
4 4FrontED (IGA Contribution)	\$ 7,950.00	\$ -	\$ 7,950.00	2020 Pop 39,705 x 20¢		
5 Greater Yuma Port Authority (IGA Contribution)	\$ 50,000.00	\$ -	\$ 50,000.00			
6 YCAT-YCIPTA (IGA Contribution)	\$ 88,216.25	\$ 31,683.75	\$ 119,900.00	**Presentation		
7 YCTA-YCITPA (IGA) One-Time Contribution	\$ -	\$ 158,920.00	\$ 158,920.00	**Presentation		
Newspaper Publications: (No request associated)	\$ 25,000.00		\$ 25,000.00	TBD \$25K for Budget Estimate		
8 Humane Society of Yuma: Animal Shelter	\$ 50,000.00	\$ -	\$ 50,000.00			
8A Humane Society of Yuma: Spay/Neuter Clinics	\$ 5,000.00	\$ -	\$ 5,000.00	Not used, paid with grants		
9 Amberly's Place	\$ 42,000.00		\$ 42,000.00			
10 Yuma Community Food Bank ("YCFB")	\$ 25,000.00	\$ 5,000.00	\$ 30,000.00	Inflation		
10A YCFB Youth Snack Program (No request)	\$ -	\$ -	\$ -	Program on hold		
YCFB Cold Food Storage Unit (No request)	\$ -	\$ -	\$ -	Future MOU, \$0.00		
11 Gethsemani Food Ministry	\$ 7,000.00	\$ -	\$ 7,000.00			
12 San Luis Film Festival	\$ 5,000.00	\$ -	\$ 5,000.00			
13 Blazing Desert ComicCon	\$ 5,000.00	\$ -	\$ 5,000.00			
14 Off-Road Expo San Luis	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	Title-Level Sponsorship		
15 PPEP (Youth Build)	\$ 30,000.00		\$ 30,000.00			
16 San Luis Chamber of Commerce	\$ -	\$ 25,000.00	\$ 25,000.00	New Group		
17 Arizona Interagency Farmworkers Coalition	\$ 5,000.00	\$ -	\$ 5,000.00			
18 Cancer Support Group of Yuma County	\$ 5,000.00	\$ -	\$ 5,000.00	(Not Used last year)		
19 Children's Museum of Yuma County		\$ 10,000.00	\$ 10,000.00	New		
20 Arte En La Calle	\$ -	\$ 5,000.00	\$ 5,000.00	New		
21 Cesar Chavez Life & Legacy Committee	\$ -	\$ 9,000.00	\$ 9,000.00	New		
Sub Total for Contractual Services	\$ 472,674.25	\$ 267,365.75	\$ 740,040.00		\$ -	
		Balance Verification	\$ 740,040.00			
80007 COUNCIL SPONSORSHIPS & PLEDGES						
30 Civic Contributions: (No request associated)	\$ 22,000.00		\$ 22,000.00	TBD \$22K for Budget Estimate		
31 Gadsden Marching Band (No request)	\$ -	\$ -	\$ -			
Sub Total for Sponsorships & Pledges	\$ 22,000.00	\$ -	\$ 22,000.00		\$ -	
		Balance Verification	\$ 22,000.00			
60020 DUES & SUBSCRIPTIONS						
41 Arizona League of Cities & Towns	\$ 22,385.00	\$ 955.00	\$ 23,340.00	Based on 2020 Census Pop.		
42 Arizona Mexico Commission	\$ 1,500.00	\$ -	\$ 1,500.00			
43 Border Trade Alliance	\$ 10,000.00	\$ -	\$ 10,000.00			
44 JCG Technologies (Recording Software)	\$ 6,462.00	\$ (5,892.00)	\$ 570.00	Less, 2 years prior, \$567.22		
45 NALEO	\$ 700.00	\$ (120.00)	\$ 580.00	Less, Special Group Rate		
46 National League of Cities	\$ 1,960.00	\$ 1,660.00	\$ 3,620.00	1st yr 2020Census New Cat		
47 Yuma County Chamber of Commerce	\$ 660.00	\$ -	\$ 660.00			
48 YMPO (Organized under ARS 28-7009 & 9-500.17)	\$ 7,917.26	\$ 13,572.74	\$ 21,490.00	***Fed Grant up, match up		
49 Yuma Sun Newspaper Subscription	\$ 170.00	\$ 10.00	\$ 180.00	Price up on-line, \$198 print		
WAEDD (No request, Dissolved last year)	\$ 3,569.00	\$ (3,569.00)	\$ -	Last Year Not Used, Dissolved		
Subtotal for Dues and Subscriptions	\$ 55,323.26	\$ 6,616.74	\$ 61,940.00		\$ -	
		Balance Verification	\$ 61,940.00			
Grand Total	\$ 549,997.51	\$ 273,982.49	\$ 823,980.00		\$ -	
		Balance Verification	\$ 823,980.00			
Agency	FY 2022	Increase	FY 2023	Notes		
*The yellow highlighted agencies sent a request letter, an invoice or there is other documentation.	*The dollar amounts in this column are from the June 2nd & 9th, 2021 approved minutes, agenda packet, and contracts.	*Increases in this column are rounded up to the nearest \$10 increment or to an increment that will calculate a rounded number for the request total. For exact amounts see attachments.	*The total amounts in this column are rounded up to the nearest \$10 increment.	*Ramirez Advisers: \$1,500.00 Travel expenses have always been in the annual contract, but have not been listed before. Ramirez Advisers has never charged for travel expenses. It is included as a possible contingency. **YCAT-YCIPTA Representatives will present the multiple causes of the large increase. ***YMPO Actual assessment for current fiscal year 2021-2022 was estimated and budgeted at \$7,917.26, but the actual dues were \$10,940.67 received April 18, 2022. Actual cost increase is \$2,629.33		

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

A handwritten signature in blue ink, appearing to read 'Luis E. Ramirez', with a large, stylized flourish above it.

Luis E. Ramirez, MSFS
President

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:
Premises and Operations
Contractual Liability
Personal-Injury Liability
Independent Contractors

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

Liability

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

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

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

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

**SECTION SEVEN.
PROVISIONS REQUIRED BY ARIZONA LAW**

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

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

**SECTION EIGHT.
MISCELLANEOUS PROVISIONS**

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

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

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



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 in 2020 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,

A handwritten signature in blue ink, appearing to read 'Julie Engel', enclosed in a thin black rectangular box.

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

cc

Louie Galaviz, City Administrator
Francia Alonso, Assistant to Council

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 10 qualified prospects for location in the City of San Luis,
7. Encourage the jobs for the City of San Luis residents and targeted socio-economic persons or groups within the City of San Luis and
8. Maintain a structured Business, Retention and Expansion program, making a minimum of 15 completed survey calls annually.

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

1. Implement a budget and action plan. GYEDC shall use its best efforts to expend funds and implement the budget and action plan, as adopted by the GYEDC Board of Directors (“Board”). GYEDC shall inform the CITY of changes in the adopted budget and action plan that will materially affect or alter the priorities established in each.
2. Work in direct partnership with the CITY’S economic development representative on the creation and implementation of a marketing plan. GYEDC shall, from time to time, solicit the input of CITY representatives on the formulation of future marketing strategies and advertisements.
3. Promote and strengthen regional economic development cooperation and coordination. To promote and strengthen regional economic development cooperation and coordination in Yuma County, GYEDC shall:
 - (a) Participate with national, state and regional economic development organizations involved in national and statewide economic development, and coordinate the Yuma County component of those organizations, and
 - (b) Coordinate and work in conjunction with the CITY economic development representative(s) to assist with the CITY’S participation in state and international economic development initiatives.
4. Qualify and assist companies considering locating in the greater Yuma County area. To qualify and assist new companies, GYEDC shall:
 - (a) Use its best efforts to continue to identify and, through substantial efforts, develop at least 10 out-of-city prospects for location in the City of San Luis in targeted economic clusters;
 - (b) Continue to provide all qualified prospects with coordinated professional services;
 - (c) Update and maintain the database of available properties;
 - (d) Coordinate and work with CITY economic development representative(s);
 - (e) Provide the CITY’S Board representatives and economic development representative(s) every other month activity reports for the prior two (2) months; and
 - (f) Engage the City of San Luis economic development representative(s)

in all site visits of companies for location within the City of San Luis, including the need for a predevelopment meeting before any proposal 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 obligations under this Agreement.

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

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

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

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

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

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

K. Integration. This Agreement contains the entire agreement between the Parties. No oral or written statement, promises, or inducements made by either Party or agent of either Party that is not contained in this written Agreement, or specifically referred to in this written Agreement shall be valid 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:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City
Attorney

**Greater Yuma
Economic Development Corporation.**

Signature

Print Name

Title


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

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

***POPULATION FOR PLACES IN TWO COUNTIES**

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

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 Piquette 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

CAPTION HEADING:

Resolution No. 2063
For the continued support of Economic Development in the Greater Yuma
Region



Resolution

No. 2063

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

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 entrepreneurship.
- 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

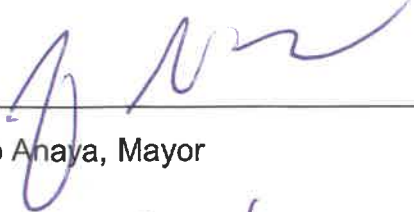
Date: 2/13/2019

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

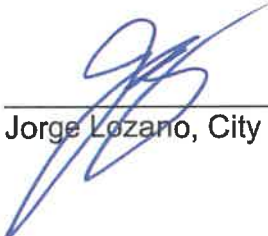


Gerardo Anaya, Mayor

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.

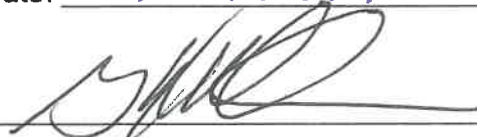
Nicholle Harris
Nicholle Harris, Town Attorney

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 Yopez
Mayor

This 4 day of December 2017

The Town of Wellton

By: 

Cecilia C. McCollough
Mayor

This 2nd day of November 2017

The City of Yuma

By: 

Douglas Nicholls
Mayor

This 9th 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
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
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

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														\$ 12,838.00
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/equipment	laptop								\$ 1,200.00					\$ 1,200.00
Miscellaneous	catering		\$ 100.00				\$ 100.00			\$ 100.00			\$ 100.00	\$ 400.00
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										\$ 2,000.00				\$ 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		ESTIMATE		ESTIMATE
APACHE COUNTY	72,713	MARICOPA COUNTY	4,221,684	PIMA COUNTY	1,026,099
Eagar	4,946	Apache Junction *	311	Marana *	45,378
Saint Johns	3,534	Avondale	81,621	Oro Valley	44,517
Springerville	1,991	Buckeye	69,947	Sahuarita	29,049
Unincorporated	62,242	Carefree	3,669	South Tucson	5,664
		Cave Creek	5,676	Tucson	537,634
		Chandler	257,948	Unincorporated	363,857
COCHISE COUNTY	128,383	El Mirage	34,174		
Benson	4,994	Fountain Hills	23,862	PINAL COUNTY	427,603
Bisbee	5,320	Gila Bend	2,010	Apache Junction *	39,719
Douglas	16,588	Gilbert	246,423	Casa Grande	54,866
Huachuca City	1,783	Glendale	239,858	Coolidge	12,485
Sierra Vista	43,824	Goodyear	81,447	Eloy	18,993
Tombstone	1,325	Guadalupe	6,332	Florence	25,866
Willcox	3,612	Litchfield Park	6,452	Hayden *	0
Unincorporated	50,937	Mesa	481,275	Kearny	2,077
		Paradise Valley	13,913	Mammoth	1,519
COCONINO COUNTY	144,057	Peoria *	171,580	Marana *	0
Flagstaff	72,961	Phoenix	1,579,253	Maricopa	49,550
Fredonia	1,331	Queen Creek *	39,714	Queen Creek *	494
Page	7,665	Scottsdale	242,540	Superior	3,008
Sedona *	2,926	Surprise	130,129	Winkelman *	0
Tusayan	590	Tempe	179,794	Unincorporated	219,026
Williams	3,256	Tolleson	6,992		
Unincorporated	55,328	Wickenburg *	6,903	SANTA CRUZ COUNTY	51,507
		Youngtown	6,575	Nogales	22,327
GILA COUNTY	54,947	Unincorporated	303,286	Patagonia	981
Globe	7,562			Unincorporated	28,199
Hayden *	648	MOHAVE COUNTY	209,792		
Miami	1,828	Bullhead City	40,551	YAVAPAI COUNTY	225,364
Payson	15,944	Colorado City	4,872	Camp Verde	11,083
Star Valley	2,346	Kingman	29,600	Chino Valley	11,557
Winkelman *	353	Lake Havasu City	54,801	Clarkdale	4,282
Unincorporated	26,266	Unincorporated	79,968	Cottonwood	11,974
				Dewey-Humboldt	4,015
GRAHAM COUNTY	38,275	NAVAJO COUNTY	111,266	Jerome	447
Pima	2,548	Holbrook	5,167	Peoria *	7
Safford	9,915	Pinetop-Lakeside	4,463	Prescott	42,300
Thatcher	5,217	Show Low	11,377	Prescott Valley	43,950
Unincorporated	20,595	Snowflake	5,882	Sedona *	7,393
		Taylor	4,292	Wickenburg *	350
GREENLEE COUNTY	10,961	Winslow	9,567	Unincorporated	88,006
Clifton	4,870	Unincorporated	70,518		
Duncan	718			YUMA COUNTY	221,648
Unincorporated	5,373			San Luis	35,289
				Somerton	17,103
LA PAZ COUNTY	21,598			Wellton	3,171
Parker	3,201			Yuma	101,620
Quartzsite	3,882			Unincorporated	64,465
Unincorporated	14,515				
				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

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 \$50,000.00¹ 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

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 he 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.

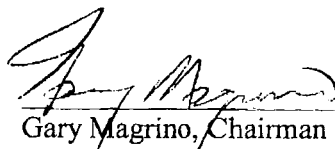
B. Within ninety (90) days following the close of the fiscal year, the Board of Directors shall have caused to be conducted an independent annual audit of the preceding year's financial activities.

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.

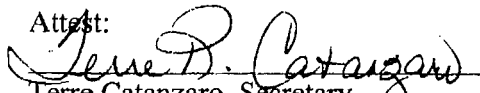
10.7 Corporate Seal.

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



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:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

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 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:

ANNUAL TOTAL

YCAT/On Call Transit Match	\$ 119,891.43
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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 eligible inkind from Yuma County and Greyhound totaling \$434,489. Total cash match needed from the entities 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 omissions of 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 notice provided 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 subconsultants in material breach of the foregoing warranty

if the other Party and its subconsultants establish that they have complied with the employment verification provisions prescribed 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.

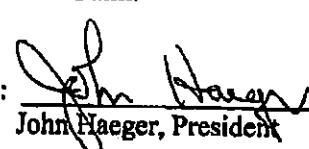
8. **Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this Agreement.

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: *James O. Senesch*
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 6238
Yuma, AZ 85365-0238

928-317-4400
928-317-6419 fax
nau@nu.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.

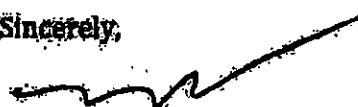
Dear Chair Prochaska,

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 seq. toward the formation of an intergovernmental public transportation authority be undertaken 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 27th 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 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 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

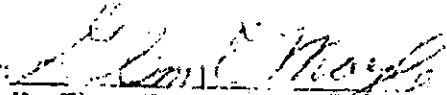
YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY
a body corporate and politic
of the State of Arizona

ARIZONA WESTERN COLLEGE

By:


Robert L. Pickels, Jr., Chairman

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 each Party.

Dated this 14th day of August, 2011

By: *Wayne C. Senesch*
YCHPA Attorney

Dated this 23rd day of August, 2011

By: *William C. Richardson*
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 entities, 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.

Attest:



Robert L. Pickels, Jr.
County Administrator/Clerk of the Board

**YUMA COUNTY, a body corporate and
politic of the State of Arizona**

By:



Gregory S. Ferguson
Chairman of the Board

Attest:

Lynda Bushong
City Clerk

**CITY OF YUMA, an Arizona municipal
corporation**

By:

Greg Wilkinson
City Administrator

Attest:

Sonia Cuello
City Clerk

**CITY OF SAN LUIS, an Arizona
municipal corporation**

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.

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YUMA COUNTY, a body corporate and politic of the State of Arizona

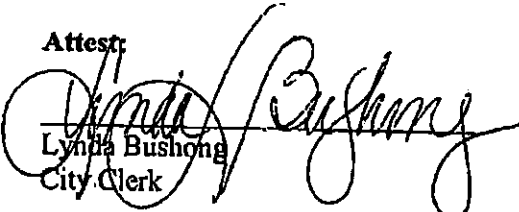
Attest:

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:  _____
Greg Wilkinson
City Administrator

MAY 31, 2012

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

**YUMA COUNTY, a body corporate and
politic of the State of Arizona**

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: 
Mayor

Attest:

Bill Lee
Bill Lee
City Clerk

**CITY OF SOMERTON, an Arizona
municipal corporation**

By: Martin Porchas
Martin Porchas
Mayor

Attest:

Christy Isbell
Christy Isbell
Board Secretary

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION
AUTHORITY**

By: John Andoh
John Andoh
Transit Director

Attest:

Rodney L. Rinehart
Rodney L. Rinehart
Town Clerk

**TOWN OF WELLTON, an Arizona
municipal corporation**

By: James L. Deermer
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
John Haeger
President

**ARIZONA WESTERN COLLEGE, an
Arizona community college**

By: Dr. Glenn E. Mayle
Dr. Glenn E. Mayle
President

**COCOPA INDIAN TRIBE, pursuant to
the Indian Reorganization Act of 1934**

By: Sherry Cordova
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 Andon
John Andon
Transit Director

Attest:

Rodney L. Rinehart
Town Clerk

**TOWN OF WELLTON, an Arizona
municipal corporation**

By: _____
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: _____
Dr. Glenn E. Mayle
President

**COCOPA 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

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION
AUTHORITY**

By: _____
John Andoh
Transit Director

Attest:

Rodney L. Rindhart
Town Clerk

**TOWN OF WELLTON, an Arizona
municipal corporation**

By: _____
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: _____
Dr. Glenn E. Mayle
President

**COCOPA 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: John Haeger
President

AWC, an Arizona community college

By: _____
President

**COCOPAHI 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**

By: _____
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

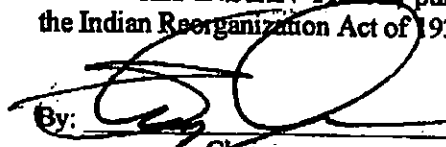
**Arizona Board of Regents, acting for and
on behalf of Northern Arizona University-
Yuma, an Arizona State University**

By: _____
President

AWC, an Arizona community college

By: _____
President

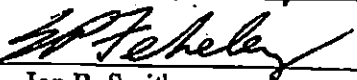
**COCOPA INDIAN TRIBE, pursuant to
the Indian Reorganization Act of 1934**

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. Filer (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 27 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 21st 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 P. 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: Wm. Michael Smith
Attorney for Cocopah Indian Tribe

Dated this 3rd day of May, 2012

By: Wayne C. Rensch
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.

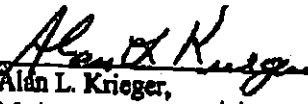
SECTION 2: That the City of Yuma shall participate in the IPTA until such time as a Regional Transportation Authority is formed pursuant to A.R.S. § 48-5301 et seq. and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the 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.

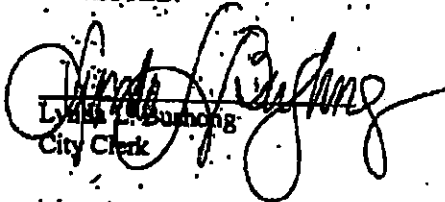
SECTION 4: That the City Council of the City of Yuma may, from time to time, amend this Resolution as necessary.

Adopted this 20th day of October, 2010.

APPROVED:


Alan L. Krieger,
Mayor

ATTESTED:


Lynda Bushong
City Clerk

APPROVED AS TO FORM:

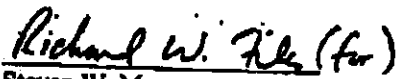

Richard W. File (for)
Steven W. Moore
City Attorney

Exhibit "B"



City of San Luis

P.O. Box 1170
1090 E. Union Street
San Luis, AZ 85348-1170
Ph (928) 341-8520 • Fax (928) 341-8530

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 Carlos Escamilla
Mayor

JUAN CARLOS ESCAMILLA, Mayor
GERARDO GONZALEZ, Vice Mayor

MARIO SUTHERLAND JR., Council Member
MARCOS A. PINZON, Council Member

APRIL LUNA-CARRILLO, Council Member
JOSE LEONARDO SUAREZ, Council Member

RAFAEL TORRES, Council Member
RALPH VELEZ, City Manager



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

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 execute such formation.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 13th day of October 2010.

John C. Escamilla
Juan Carlos Escamilla, Mayor

ATTEST:

Wanda
Wanda Cuello, City Clerk

APPROVED AS TO FORM:

[Signature]
Oleum Stubb, 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:

M. Porchas, Mayor
A. Magaña, Vice-Mayor
L. Ramirez
G. Anaya
M. Villalpando
L. Galindo
J. Yopez

Staff:

B. Lee, City Manager (P)
L. Galaviz, Park & Rec. Dir (P)
B.B. Cotman, Int. Chief of Police (P)
S. Palacios, Int. Public Works Dir (P)
G.W. Hunt, City Attorney (P)
M. Figueroa, City Magistrate (A)
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 Yopez 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, "CHAPTER 10, 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 Yopez- 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 Yopez 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.

Mart Forchas
MAYOR MARTIN FORCHAS

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.

Bill Lee
CITY CLERK



City of Somerton

110 N. State Avenue
P.O. Box 638
Somerton, Arizona 85350

(928) 627-8866
Fax: (928) 627-3794
TDD: (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:

000028

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.

000029

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 if 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.

000076

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

000021

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.

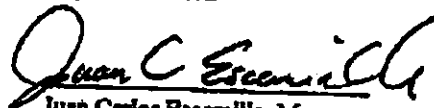
Please advise the City and Town Administrators of the petitioning entities as to what additional steps and actions may be required of them toward completion of the requested action.

Sincerely,


James Deermar, 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 Deermmer 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.

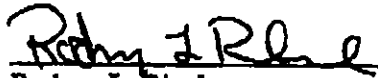
7. Adjournment

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 Rinchart 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 Deermmer 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 Deermmer 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 put 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

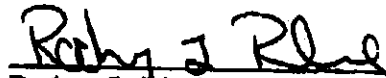

Rodney L. Rinehart
Town Manager/Clerk

Exhibit "E"



**NORTHERN
ARIZONA
UNIVERSITY**

YUMA
Branch Campus

NAU-Yuma
PO Box 6236
Yuma, AZ 85366-6236

928-317-8400
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 seq. toward the formation of an intergovernmental public transportation authority be undertaken 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.

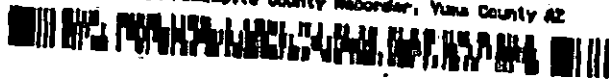
Sincerely,


Larry A. Gould, PhD
Associate Vice President and Campus Executive Officer
Yuma Branch Campus of Northern Arizona University

CC: Robert Pickels, County Administrator

Exhibit "P"

2011-00868 RESOLUTION
01/10/2011 10:37:33 AM Pages: 3 Fees: \$8.00
Requested By: CITY OF YUMA
Recorded By: Shepard
Robyn Stallworth Yuma County Recorder, Yuma County AZ



Please return original document
to the Board of Supervisors Office,
ATTENTION: Deanna Dolen, 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

PAGE 2
RESOLUTION NO. 10-52.

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 939
Yuma, Arizona 85306-0929
Voice: (928) 344-7900
Fax: (928) 344-7900
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.

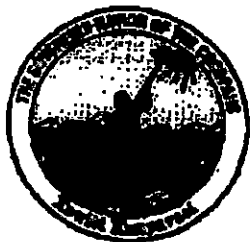
Please advise me what additional steps and actions may be required toward the completion of this requested action.

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: cocotcnc@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,

A handwritten signature in black ink, appearing to read "Sherry Cordova", written over a horizontal line.

Sherry Cordova, Chairwoman
Cocopah Tribal Council

Exhibit "Y"

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	59,198	29.85%	\$ 158,011	29.86%
City of Yuma	Public	1	93,084	46.98%	\$ 248,415	46.98%
City of Somerton	Public	1	14,267	7.21%	\$ 38,138	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	198,851	100.00%	\$ 628,855	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 \$ 578,555



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:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

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 eligible inkind from Yuma County and Greyhound totaling \$434,489. Total cash match needed from the entities 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



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 24 animals 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.

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 HSOY letter dated April 15, 2022. 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 obtaining a San Luis Business License before the first Clinic in the City of San Luis. With proof of IRS §501(c)(3) tax-exempt status, the business license is free under San Luis City Code §110.03.

11. Provisions Required by Arizona Law.

Conflict of Interest

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

Employment Eligibility

The HSOY hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility (e-verify). A breach of this warranty shall be deemed a material breach of this Agreement. City retains the legal right to inspect the papers of The HSOY to ensure that The HSOY complies with this warranty.

12. Miscellaneous Provisions.

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

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

and addressed to the respective Parties as follows:

If to the City -

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

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

Copy to

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

If to the HSOY

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

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

- b. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.
- c. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of the provisions of this Agreement.
- d. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement.
- e. Amendment of the Agreement. This Agreement may be amended, in whole or in part only with the mutual written consent of the Parties to this Agreement or by their successor in interest or assigns.
- f. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
- g. Reformation. Reformation. Should any term, provision, covenant or condition of the Agreement be held to be void or invalid, the Parties shall reform this Agreement to conform as closely as possible to the original intent of this Agreement.
- h. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.
- i. Venue. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Arizona at the election of the plaintiff in such legal action and the Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.
- j. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a Party shall have any right or cause of action under this Agreement.

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

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

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

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

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

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

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

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

all attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

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: _____



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,

A handwritten signature in cursive script, reading "Tori Bourguignon", followed by a horizontal flourish line extending to the right.

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

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 is desirous of supporting AMBERLY'S PLACE;

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

I. PERFORMANCE

AMBERLY'S PLACE agrees to perform:

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

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

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

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

E. Maintain accurate records of all monies received and disbursed. AMBERLY'S PLACE shall maintain an accounting system which complies with generally accepted accounting principles, including, but not limited to, 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:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

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

Tori Bourguignon, Executive Director

Date: _____

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,

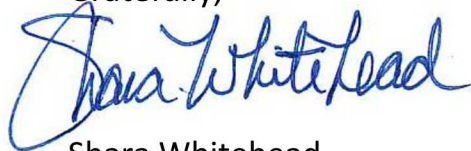
Fiscal year 2021-22 is evolving in post pandemic recovery and the Yuma Community Food Bank is adapting as it happens. With inflation to be higher than anticipated, we expect to see more families, veterans and those on fixed incomes visit the Food Bank and we fear it will be with us for some time. Those 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

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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

#####

2020-2021

	Distribution		Senior Nutrition Ctr		Value
	Poundage	Produce	Poundage	Produce	\$ 1.74
Jul	41,979	1,149	0	-	
Aug	62,256	4,500	-		
Sep	60,377	6,351	-		
Oct	72,094	16,296	-		
Nov	15,043	1,872	-		
Dec	45,186	5,849	-		
Jan	46,298	6,694	-		
Feb	67,835	7,990	-		
Mar	32,736	4,665	-		
Apr	27,506	8,053	-		
May	38,036	-			
Jun	19,253	3,381			
TOTALS	528,599	66,800	-	-	

Total #'s 595,399

#####

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: _____



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

March 30th, 2022.

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.

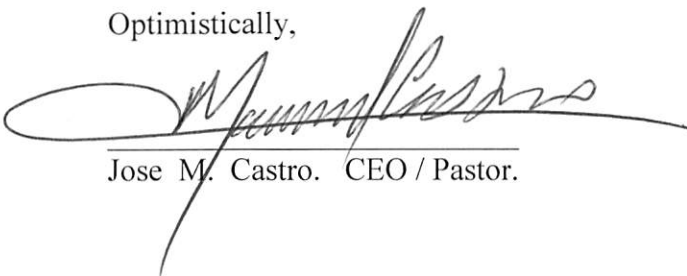
Thanks to the Lord we have two trucks available to make these runs- these trucks are our way of transport in order to support hundreds of families who go hungry in our community each month.

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 of2022- 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.

RECEIVED
2022 MAR 30 P 1:12
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

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 Ministries, a faith-based charitable organization of 1011 B Street, P.O. Box 2067, San Luis, AZ 85349 ("Food Ministries"). The City and the Food Ministries may be referred to singularly as the "Party" and collectively as the "Parties").

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

SECTION ONE. PURPOSE

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

SECTION TWO. DURATION

The term of this Agreement shall be one year, starting on July 1, 2022 and ending on June 30, 2023.

SECTION THREE. OBLIGATION OF THE FOOD MINISTRIES

- 3.1 The Food Ministries promises to deliver food to low-income persons within the city limits of the City of San Luis at least twice per month and to do so free of charge to said low-income persons for the duration of this Agreement. The Food Ministries shall provide proof to the City that it provided \$7,000.00 (seven thousand dollars) worth of food to low-income persons.
- 3.2 Food shall be distributed to all above-qualified persons regardless of religious faith. Monies provided herein shall not be used to promote religious faith or beliefs.
- 3.3 Distribution of food shall conform to all federal, state and local legal requirements, including, but not limited to all rules and regulations of the Yuma County Health Department.

SECTION FOUR. OBLIGATION OF CITY

The City agrees to pay the Food Ministries \$7,000.00 (seven thousand dollars) for food services to low-income persons in the city limits of the City of San Luis.

SECTION FIVE. LIABILITY INSURANCE AND INDEMNITY

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

SECTION SIX. PROVISIONS REQUIRED BY ARIZONA LAW

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

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

SECTION SEVEN. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

signature pages all attached to a single instrument so the signature of all Parties may be physically attached to a single document.

SECTION EIGHT. EFFECT OF AGREEMENT

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

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

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date:_____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Gethsemani Food Ministries

Jose Manuel Castro, Pastor

Date:_____

March 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

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 **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,

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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

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

SECTION FOUR. DUTIES OF CITY

- A. City shall pay \$5,000.00 to Group. Payment shall be made out to Yuma County Arts and Cultural Group in care of Antonio Carrillo.
- B. City shall make the Cesar Chavez Cultural Center, 1015 North Main Street, San Luis, Arizona, available for the 2023 Annual Blazing Desert ComicCon events. It is understood that the event may take place as an outdoor event or a virtual event.
- C. City staff shall work with Group to make Blazing Desert ComicCon successful, such as promotion on the City’s website and led sign, and assistance with set-up and tear down.
- D. Otherwise, all expenses in any way pertaining to Blazing Desert ComicCon shall be the sole and separate liability of Group. City assumes no financial responsibility of any kind or nature relative to Blazing Desert ComicCon.

SECTION FIVE. LIABILITY INSURANCE

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

SECTION SIX. BOOKS AND RECORDS

Group shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City's Sponsorship. Such books shall be kept in a place convenient for City, and City shall have access to and the right to examine such books at any and all reasonable times. Group shall prepare a report and submit it to the City, to the City's Public Information Officer, by April 6, 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: _____



PO Box 3763, San Luis, Arizona 85349

March 09, 2022

CITY OF SAN LUIS

Dear Mayor Gerardo Sanchez,

The Off-Road EXPO Organization would like to invite the CITY OF SAN LUIS to participate as a Title Sponsor with a \$20,000 contribution for the 2022 Off-Road EXPO event. The event is scheduled for Saturday, October 22, 2022 at the Joe Orduño Park from 5:00 pm to 11:00 pm. This contribution will enable us to bring to the community once more an event that will ultimately highlight the City of San Luis as one of the best community events in Yuma County.

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

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

Sincerely,

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

AGREEMENT

This agreement (“Agreement”) made this _____ day of May 2022, and its effective date is July 1, 2022. This Agreement is between Comité De Bienestar, Inc., an Arizona non-profit corporation, 963 East B Street, P.O. Box 7170, San Luis, Arizona 85349) (“Comité”) and the City of San Luis, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona 85349 (“City”). Comité and the City may be referred to singularly as the “Party” and collectively as the “Parties.”

SECTION ONE. OFF-ROAD EXPO SAN LUIS EVENT

Under the terms and conditions of this Agreement, the Off-Road Expo San Luis event shall be held in San Luis, Arizona, before June 30, 2023.

If the City, in its sole discretion, determines that in-person gatherings are not safe or this event should not be held, for whatever reason, including no reason at all, then the City reserves the right to terminate this Agreement, in full, without legal recourse by Comité or liability or obligation to Comité whatsoever.

SECTION TWO. DUTIES OF COMITÉ

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

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

SECTION THREE. ADVERTISING OF THE CITY’S NAME

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

SECTION FOUR. DUTIES OF THE CITY

- A. The City shall pay \$20,000.00 to Comité. Payment shall be made out to Comité De Bien Estar for the purpose of the Off-Road Expo San Luis in care of Lizeth Chavez.
- B. The City shall make the Joe Orduño Park, 1015 North Main Street, San Luis, Arizona, available for the Off-Road Expo San Luis event.
- C. The City staff shall work with Comité to make the Off-Road Expo San Luis event successful, such as promotion on the City’s website and its L.E.D. sign, and assistance with set-up and tear down.
- D. Otherwise, all expenses in any way pertaining to the Off-Road Expo San Luis event shall be the sole and separate liability of Comité. The City assumes no financial responsibility of any kind or nature relative to the Off-Road Expo San Luis event.

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

SECTION FIVE. LIABILITY INSURANCE

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

SECTION SIX. BOOKS AND RECORDS

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

SECTION SEVEN. ASSIGNMENT OF RIGHTS

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

SECTION EIGHT. NO WAIVER

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

SECTION NINE. TERMINATION ON DEFAULT

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

SECTION TEN. GOVERNING LAW

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

SECTION ELEVEN. ENTIRE AGREEMENT

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

SECTION TWELVE. MODIFICATION OF AGREEMENT

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

SECTION THIRTEEN. SECTION HEADINGS

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

SECTION FOURTEEN. COUNTERPARTS

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

[Intentionally left blank, signature page follows]

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

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Comité De Bienestar, Inc.

Signature of authorized representative

Print name of authorized representative

Title of authorized representative

Date: _____



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.

Chief Executive Officer & Founder

“Si Se Puede”

Gertha Brown-Hurd

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**

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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)
- Individual Employment Plan development and intensive case management for job placement in education or a job upon program completion
- Tours of local Universities and Community Colleges that include information on


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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

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

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 nutritionists.
2. Description: (see ATTACHMENT). The YouthBuild program provides 10 months of construction training for career pathway development, a national credential certification with the National Center for Construction Education & Research (NCCER), First Aid certification, ten (10) Occupational Safety and Health Administration (OSHA) certifications, a \$1,568.00 AmeriCorps Scholarship to college good for 7 years, job placement, and extensive case management and support services. In addition, each PPEP student receives a \$600.00 per month stipend while in the program to help pay for other needs and to sustain their families.
3. Funding Agreement Total: \$30,000
4. Term: July 1, 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 cover all employees' in an amount equal to cash advances from the City.

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

5. Maintenance and Availability of Records:

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

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

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

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

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

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

a. Violates any provision of this Agreement; or

b. Fails to complete performance in a timely manner

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

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

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

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

and will be enforced to the extent permitted by the law.

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

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

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

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

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

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

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

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

regulations.

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

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

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

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

c. e-verify. Under A.R.S. § 41-4401:

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

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

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

22. Entire Agreement. This Agreement, including its attachment, which is incorporated herein by this reference, constitutes the entire Agreement between the Parties.

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

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

[Intentionally left blank, signature page follows]

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

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

**Portable Practical Education
Preparation, Inc.**

John David Arnold, Ph.D., CEO

Date: _____

RECEIVED

MAY - 2 2022

Office of the City Clerk
City of San Luis, Arizona



(928) 276-3767 / OFFICE
(760) 828-6500 / MOBILE



patriciaparrilla@latinoam.com



679 N William Brooks Ave,
San Luis, AZ 85349

PROYECTO

CCSA
CHAMBER OF COMMERCE

SAN LUIS AZ



FECHA: 05/02/2022

PARA:

GERARDO SÁNCHEZ

Alcalde de San Luis Arizona

**MIEMBROS
DEL CONCILIO**

San Luis Arizona

DE:

PATRICIA PARRILA

Presidenta del Proyecto
"The Chamber Of Commerce,
San Luis Arizona.

(760) 828-6500 / MOBILE

Reciban un afectuoso saludo y los mejores deseos de bienestar para ustedes y sus familias.

Por medio del presente escrito les exponemos los objetivos de la Cámara de Comercio de San Luis, Arizona, detallándose a grandes rasgos las estrategias y acciones que pondremos en marcha en las etapas naturales de todo proyecto, corto, mediano y largo plazo; el corto plazo será lo que resta del año, el mediano el 2023, aunque ya con grandes avances de los proyectos que serán estandarte para la cámara, lo que permitirá un crecimiento de avances concretos, dando pasos lo más certeros posibles.

Aquí enlistamos las principales estrategias, las cuales nos llevarán a las acciones que la comunidad empresarial de San Luis espera.

* Formalizar la Cámara de Comercio de San Luis Arizona, con su debido consejo directivo.

* Toma de protesta por el alcalde Gerardo Sánchez, las autoridades del Council e invitados de honor con la comunidad empresarial de la ciudad.

Estrategias generales:

- * Afiliación y vinculación de la comunidad empresarial.
- * Una cámara presente en la comunidad y proactiva dispuesta a servir y atender.
- * Ser portavoz ante la autoridad de proyectos y problemáticas.
- * Capacitación.
- * Bolsa de trabajo.
- * Desarrollo de programas de difusión en medios tradicionales como TV, radio, prensa, así como redes sociales.

RECEIVED

MAY - 2 2022

Office of the City Clerk

City of San Luis, Arizona

(928) 276-3767 / OFFICE
(760) 828-6500 / MOBILE

patriciaparrilla@latinoam.com

679 N William Brooks Ave,
San Luis, AZ 85349

PROYECTO

CCSA
CHAMBER OF COMMERCE
SAN LUIS AZ

CHAMBER OF COMMERCE

FECHA: 05/02/2022

PARA:

GERARDO SÁNCHEZ

Alcalde de San Luis Arizona

**MIEMBROS
DEL CONCILIO**

San Luis Arizona

DE:

PATRICIA PARRILA

Presidenta del Proyecto
"The Chamber Of Commerce,
San Luis Arizona.

(760) 828-6500 / MOBILE

- * Constancia en visitas a ciudades hermanas para promover nuestro mercado.
- * Relación con las principales autoridades y cámaras empresariales del otro lado de la frontera.
- * Eventos y conferencias atractivos para la comunidad.
- * Eventos que a través del tiempo se conviertan en tradición y generadores de recursos para la comunidad.
- * Programación mensual de un desayuno empresarial con expertos en los temas de interés.
- * Crear convivencia social con la comunidad empresarial. Centro de negocios para los afiliados.
- * Tarjeta de fidelidad para los visitantes de San Luis con descuentos que partan del 20% en sus compras.
- * Tarjeta de fidelidad para afiliados con descuentos exclusivos para ellos.
- * Atraer a la plaza nuevas inversiones.

Ponemos a su consideración esta serie de objetivos diseñados para llevar adelante este maravilloso proyecto, por lo tanto, es sumamente importante su aprobación y recurso de \$20,000.00 USD, así como también un espacio de oficina que permita capacitar al empresario y trabajadores; de esta forma dar inicio al gran despertar que San Luis Arizona es en lo presente y futuro.

Atentamente.

Patricia Parrilla

Presidenta del Proyecto
"The Chamber Of Commerce, San Luis Arizona.



RECEIVED

MAY - 2 2022

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PROYECTO
CCSA
CHAMBER OF COMMERCE
SAN LUIS AZ



FECHA: 05/02/2022

PARA:

GERARDO SÁNCHEZ

Alcalde de San Luis Arizona

**MIEMBROS
DEL CONCILIO**

San Luis Arizona

DE:

PATRICIA PARRILA

Presidenta del Proyecto
"The Chamber Of Commerce,
San Luis Arizona.

(760) 828-6500 / MOBILE

Reciban un afectuoso saludo y los mejores deseos de bienestar para ustedes y sus familias.

Por medio del presente escrito pedimos un apoyo económico de \$5,000.00 USD para llevar a cabo un programa de TV-RADIO una de las cadenas hispanas de televisión, Univision/Azteca América.

Programa semanal, buscando el horario más conveniente.

Será grabado y producido por la Cámara de Comercio de San Luis Arizona. El objetivo es difundir y dar a conocer las oportunidades de mercado. Acercamiento con los afiliados para dar promoción de sus negocios. Entrevistas con autoridades, con el propósito de ser el enlace con el comercio organizado.

Llevar a cabo campañas diseñadas para atraer compradores.

Brindar al televidente una óptica del avance de la ciudad y oportunidades de negocio e inversión.

Me reitero a sus órdenes.
Atentamente.

Patricia Parrilla

Presidenta del Proyecto
"The Chamber Of Commerce, San Luis Arizona.





March 1, 2022,

To: City of San Luis

To Whom It May Concern:

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

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

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

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

Included you will find our sponsor and donation forms, a description of benefits for donating at various levels, and the registration form if you are able to join us at our conference in September 2022. We would love to see you there!

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

The 2019 AIFC Board Members thank you for considering an investment in our next generation by supporting post-secondary education for students of agricultural worker families.

Sincerely,

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

AGREEMENT

This agreement (“Agreement”) is made this _____ day of May 2022 and is effective July 1, 2022. This Agreement is between:

Arizona Interagency Farmworkers Coalition, Inc. 5201 North Nisbet Road Scottsdale, Arizona 85254 A domestic nonprofit corporation organized under the laws of Arizona (“AIFC”)	The City of San Luis City Hall 1090 East Union Street (Physical Address) San Luis, Arizona P.O. Box 1170(Mailing Address) San Luis, Arizona 85349 A municipal corporation, Organized under the laws of Arizona (“City”)
---	--

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

**SECTION ONE.
DUTIES OF AIFC**

- AIFC shall promote the post-secondary scholarships available through AIFC to San Luis, Arizona residents who are students.
- AIFC shall award funds provided by the City solely to students who are San Luis residents and only for scholarship money to be used for post-secondary education. The funds shall be awarded no later than June 30, 2023.
- AIFC shall use no more than \$150.00 of the \$5,000.00 to promote the scholarship fund to students who are San Luis residents.
- AIFC shall use the remaining funds towards awarding scholarships to 10 qualified San Luis, Arizona residents who are students.

**SECTION TWO.
BOOKS AND RECORDS**

AIFC shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City’s sponsorship. Such books shall be kept in a place convenient for City, and City shall have access to and the right to examine such books at any and all reasonable times. AIFC shall prepare a report and submit it to the City’s Public Information Officer by July 31, 2023, showing an accounting of the City’s Sponsorship and providing copies of receipts.

By July 31, 2023, AIFC shall prepare a presentation for the City Council of how the City’s funds were spent, obtaining any necessary consents from scholarship recipients. Outlines, documents, photographs, or video produced for the presentation shall be submitted to the City’s Public Information Officer.

SECTION THREE.

DUTIES OF City

City shall pay \$5,000.00 to AIFC solely for the purposes described in SECTION ONE above.

SECTION FOUR. TERMINATION ON DEFAULT

If AIFC violates any of the terms and conditions of this Agreement, City may terminate this Agreement immediately, in which case City shall have no further liability or obligation to AIFC.

SECTION FIVE. NOTICES

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

- deposit in the United States Postal Service by certified mail, return receipt requested,
- personal delivery by a process server or
- sent by a nationally recognized courier (for example, Federal Express, U.P.S.)

and addressed to the respective Parties at the addresses in the opening paragraph of this Agreement, or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. For the City, a notice under this Agreement shall be to the attention of the City Manager and a copy to the City Attorney.

SECTION SIX. COMPLIANCE WITH LAWS AND REGULATIONS

Services performed by AIFC under this Agreement shall be performed in full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated under such laws, including but not limited to the cancelation provisions for conflict of interest of A.R.S. § 38-511.

SECTION ELEVEN. MISCELLANEOUS PROVISIONS

- A. 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 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.
- B. Amendment of the Agreement. Neither Party shall change or add to this Agreement except by written amendment executed by the Parties.
- C. Severability. If any provision of the Agreement is declared void or unenforceable by a court of competent jurisdiction or by operation of legislation, such provision shall be severed from this

Agreement. The remainder of this Agreement shall not be affected by that invalidity or unenforceability. Each provision of this Agreement shall be valid and shall be enforced to the extent permitted by the law.

- D. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.
- E. Venue. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona. In such legal action, the Parties waive any right to object to such venue. Nothing in this paragraph shall be deemed to have authorized the bringing of any legal action in a court without jurisdiction to adjudicate it.
- F. Attorneys' Fees and Costs. Any action commenced in connection with this Agreement (including court action or arbitration) the Party prevailing in any such action, or other proceeding shall be paid all reasonable costs, reasonable financial services fees and reasonable attorney's fees by the other Party. If any judgment is secured by said prevailing Party, all such costs and attorney's fees shall be included in the judgment, such fees to be set by the court and not by jury.
- G. No Assignment. The AIFC shall not assign the obligations arising under this Agreement to any person or entity without the City's consent.
- H. 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.
- I. No Agency Created. The Parties do not intend to create, and nothing in this Agreement shall create any agency, partnership, joint venture or other similar arrangement between the Parties.
- J. Personal Liability. The elected officials, officers, directors, managers, agents or employees of the City shall not have any personal liability under this Agreement.
- K. Survival. All provisions that logically ought to survive termination of this Agreement shall survive.
- L. Time is of the essence. Time is of the essence in this Agreement.
- M. Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
- N. Force Majeure. If the AIFC or the City are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the Party's control whose ability to perform is impaired and which that Party could not have prevented by exercising reasonable diligence. This includes, but is not limited to, acts of God, fire, flood, explosions, strikes or labor disputes (over which the affected Party has no control), sabotage, riots, civil commotion, acts of civil or military authority, wars, epidemics or pandemics, orders and measures of governmental authorities in response to the epidemic or pandemic, or material changes in applicable business laws or regulations.
- O. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of this Agreement.
- P. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.
- Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts, and such signature pages all attached to a single instrument, so the signature of all Parties may be physically attached to a single document.

[Intentionally left blank, signature page follows.]

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

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

**Arizona Interagency Farmworkers
Coalition, Inc.**

Fernando Quiroz, President

Date: _____

Cancer Support Group of Yuma County

April, 2022

Dear Mayor Gerardo Sanchez and Council members,

Currently, the Hispanic Cancer Support Group of Yuma County submits for your consideration our request for financial support for \$5,000.00.

Currently the support group is available to receive donations through the tax identification number of the non-profit organization Comité de Bienestar, which has great experience and prestige in our community.

The donation will be used to benefit our group members through the variety of activities that we run regularly throughout the month. Until now, we have been able to cover the monthly meetings with our own resources, which require an approximate investment of \$150.00 and which involves the purchase of drinks, food and materials for emotional therapy activities.

Additionally, we plan to make a trip whose amount we estimate close to \$3,500 and includes transportation and food. We also plan to host our annual Night of the Stars dinner in October, which costs more than \$5,000.00 and in which we provide food, music and decorations to more than 100 attendees including cancer patients and their families.

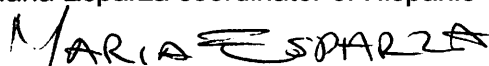
All this effort is possible with the support of our friends, local businesses and the community, and is aimed at those who are fighting this battle against cancer with the hope that they can find the support and encouragement of a family, like the one in we have become. So that they can face the terrible disease that is robbing them of their physical and emotional health.

For additional information, please contact Maria Esparza at (928) 259-1120.

We thank you in advance for the support provided.

Sincerely,

Maria Esparza coordinator of Hispanic Cancer Support Group.

A handwritten signature in black ink that reads "MARIA ESPARZA". The letters are slightly slanted and connected, with a prominent flourish at the end of the last name.

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

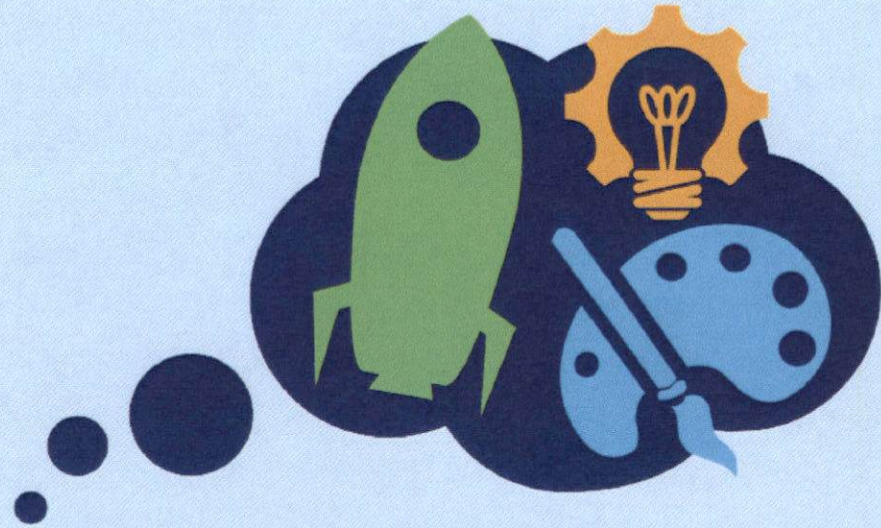
Children's Museum of Yuma County, Inc.

Tel 844-426-9862

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

YumaChildrensMuseum.com
melissa@YumaChildrensMuseum.com

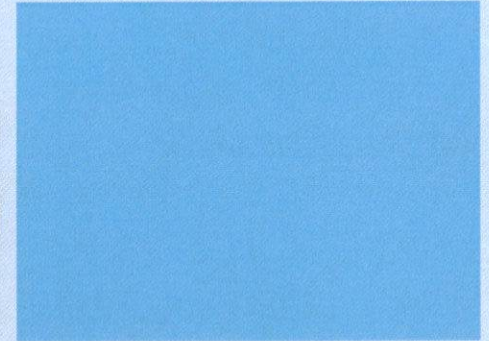




children's
museum

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

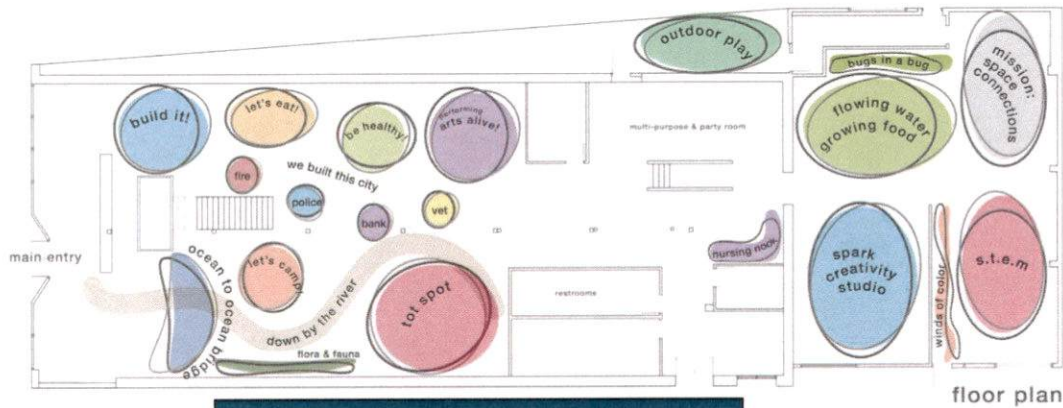


- Shared online activity suggestions in early days of COVID-19 pandemic
- Developed a Museum@Home Class Kit Program Summer 2020
- Created our Spark Creative Curiosity Camps for Summer 2021





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

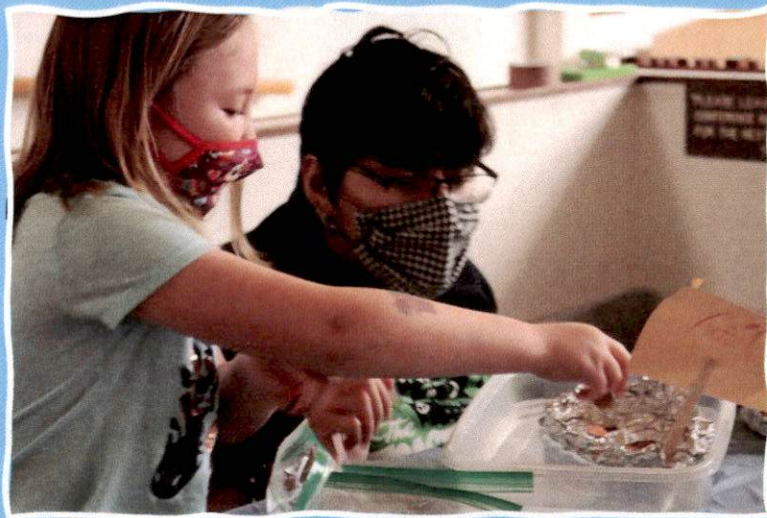
Planned Revenue Streams

- 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

Chicano Art Collective

Abraham Andrade, Founder and Creator
1627 E Cesar Chavez Street
San Luis, AZ 85349
(928) 276-8114
chicanoartcollective@yahoo.com

28th April 2022

City of San Luis, AZ

Interim City Manager, Louie Galaviz
1090 Union Street
San Luis, AZ 85349

Dear Mr. Galaviz,

It is with utmost privilege to write to you on behalf of Chicano Art Collective that in turn has brought life to the events of “Arte en la Calle”. The organization's mission is to bring forth a means of displaying a healthy artistic expression to everyone. All ages, all genders, and all forms of expression.

Coordinating and executing events such as these is a large task, but never burdensome in the least to all involved. We, as a community, enjoy the opportunity to serve not only the artists display their “obras”, but also those enjoying the displayed works.

Chicano Art Collective, as a non-profit organization, seeks to serve the San Luis community and become an integral partner in the City’s growth and serve as a point of attraction. With this, the Collective is seeking a \$5,000 donation to put towards its future Arte en la calle events.

The City of San Luis and its staff have done an exceptional job in providing its residents with events and activities. These events are not just limited to those that reside in the City, but have brought forth the attention from others throughout the County and into Mexico. Chicano Art Collective hopes to be an integral partner with the City and highlight the intricate beauty of our bicultural people.

Respectfully,

Abraham Andrade



WE ARE SOMOS

April 28, 2022

Mr. Jerry Sanchez, City Mayor and Council Members City of San Luis, AZ
PO Box 1170
San Luis AZ 85349

Dear, Mayor Sanchez and Council Members,

We are Somos, a community-based organization dedicated in supporting the creation of new opportunities, inclusion of social services to our community residents, and cultural programs.

As part our functions the main event for the last 22 years is organize the Life & Legacy of Cesar E. Chavez event done to Honor him and preserve his work done to benefit the farm workers and to keep his legacy to be known by new generations of our community and inspire them to be the new leaders. Every year the event is growing for the better-to-better service our residents.

Besides our traditional event as mentioned above, we do other social services during the year such as but not limited to them.

2022 Angeles de Esperanza/Angels of Hope in December 2022

2023 Three wise men celebration- Provide Rosca de Reyes to participants rabble bicycles to children attending the event. January 2023.

2023 Life & Legacy of Cesar E. Chavez, planning to do March 1, 2023, Proclamation Day & Flag raising, March 9, 2023, Gala Diner, March 25, 2023, Cesar Chavez Parade, March 31, 2023, Mass Expo Leadership, Native Art, and Cultural event. All these events in collaboration with the City of San Luis, Comite de Bien Estar, Walmart, local businesses and other agencies and residents of our community.

During the year will be responding to aid families in hardship in our community.

We are Somos, thanks the City of San Luis the Mayor, Member Council, and staff in advance for all the years of assistance

Our request to the City of San Luis is \$9,000.00 as a grant to cover part of the expenses to be done by We Are Somos during year 202-2023.

Our fiscal agent is Comite de Bien Estar Inc. an Arizona Not Profit Corporation.

Sincerely


Maria Robles

PO Box 7170 San Luis, AZ 85349
928-627-8559 Ext. 1300



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

February 8, 2022

TO: Lizandro Galaviz, Interim City Manager, San Luis
FROM: Tom Belshe, Executive Director
SUBJECT: **2022-2023 LEAGUE DUES**

The annual statement for your 2022-2023 membership dues for the League of Arizona Cities and Towns is enclosed.

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

Therefore, your dues are calculated as follows: \$4,300 base plus a per capita amount based on population. The population figure used for this calculation is the 2020 census figures. The payment deadline for League dues is July 31, 2022.

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

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

PLEASE NOTE:

We are sending out dues statements early for your city/town budgeting purposes. The actual due date for payment of 2022-2023 membership dues is July 31, 2022.



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

**ANNUAL DUES STATEMENT
for
FY 2022-2023**

THE LEAGUE OF ARIZONA CITIES AND TOWNS

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

SAN LUIS

Membership dues for the League of Arizona Cities and Towns for the fiscal year, July 1, 2022, to June 30, 2023, based on the 2020 census population figures.

Population @ per capita rate	35,257	x	0.54	=	\$19,039
Plus \$4,300 base					\$4,300
				Dues Amount	\$23,339
				TOTAL AMOUNT DUE	\$23,339

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

Deadline for payment of membership dues is July 31, 2022.

Thank you!

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

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

Arizona-Mexico Commission
100 N 7th Ave Suite 400
Phoenix, AZ 85007
602-542-1370
mchavez@az.gov

Invoice

BILL TO
City of San Luis 1090 E. Union Street Arizona San Luis, AZ 85349

INVOICE #	DATE	TOTAL DUE	DUE DATE	ENCLOSED
2811	03/22/2022	\$1,500.00	07/08/2022	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	4820- Copper Membership Renewal	AMC Copper Membership Renewal 2022/2023	1	1,500.00	1,500.00

Please make checks payable to Arizona-Mexico Commission and include a copy of the invoice with remittance

BALANCE DUE

\$1,500.00

Renewal



Bill To:

City of San Luis
1090 E Union St
San Luis, AZ 85349

www.thebta.org

Phone # | 202-302-6225

Invoice #: 2022-116

Invoice Date: 1/10/2022

Due Date: 2/9/2022

Description	Amount
Silver Patron Membership	10,000.00
Please remit payment to: Border Trade Alliance ID# 2145 PO BOX 659506 San Antonio, TX 78265-9506	
Total	\$10,000.00

Janet Taylor

From: Britton Mullen <brittonclarke@clarke.consulting>
Sent: Monday, March 21, 2022 8:33 AM
To: Janet Taylor
Cc: Britton Mullen; Amanda Roberts
Subject: [EXTERNAL] Invoice 2022-116 from The Border Trade Alliance
Attachments: We sent you safe versions of your files; Inv_2022116_from_The_Border_Trade_Alliance_11356.pdf

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

This message originated from outside your organization

Good morning, Janet.

Thank you for reaching out regarding the City of San Luis Border Trade Alliance membership. Attached, please find your invoice.

As well, please let me know who to coordinate with regarding the appointment of a new representative for the City of San Luis on our BTA Board of Directors. We can finalize that change at our upcoming board meeting in June but will need a bio for the new representative so that we can solicit the necessary letters of recommendation from the board. Thanks so much for all your help. Best, Britton

Britton Mullen
President, The Border Trade Alliance
<https://thebta.org/>

The Border Trade Alliance

Invoice *Due: 02/09/2022*
2022-116

Amount Due: **\$10,000.00**

Dear Ralph,

2022 opens with uncertainty and especially for our border regions. Ongoing public health pressures, new border crossing protocols, and supply chain disruptions are just a few of the challenges leaders like you are confronting in the New Year. Rest assured that you can count on the Border Trade Alliance to help you navigate these complications while we continue to advocate for needed relief for our border communities.

Thank you for your continued participation in the Border Trade Alliance. Please find attached your 2022 membership invoice.

The BTA continues to build on its decades-long record as a steadfast champion for the prosperity and economic competitiveness that results from free trade. We're working closely with agency heads on the implementation of last year's major infrastructure bill, we're proud of our close working relationship with the

new commissioner of Customs and Border Protection, and we're continuing to ensure that all three member countries live up to the letter and spirit of USMCA by rejecting policies that could erect new barriers to free trade. Your membership is essential to our work and our success.

Thank you again for your commitment and support of the BTA. I look forward to continuing to work with you and win together.

Best, Britton

Britton Mullen
President, The Border Trade Alliance

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From: Miguel Ramirez

Sent: Thursday, March 24, 2022 7:02 PM

Good afternoon to all,

FYI

Please see below the JCG Technologies payments since 2015. The last payment under council department was processed on December 2020.

We process other payments for the Police and the Municipal Court.

Accounts Payable by G/L Distribution Report

FYI

Please see below the JCG Technologies payments since 2015. The last payment under Council department was processed on December 2020.

Invoice Date Range 03/01/15 - 03/31/22

We process other payments for the Police and the Municipal Court.

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 110 - City Council										
Account 80000 - Contractual Services										
2459 - JCG TECHNOLOGIES INC.	4484	JCG SUPPORT SERVICES PACKAGE - RENEWAL	Paid by Check # 72182		08/01/2015	08/13/2015	08/13/2015		08/13/2015	750.26
2459 - JCG TECHNOLOGIES INC.	5481	JCG SUPPORT SERVICES PACKAGE - RENEWAL	Paid by Check # 77285		10/27/2016	10/27/2016	10/27/2016		10/27/2016	534.36
2459 - JCG TECHNOLOGIES INC.	6678	JCG SUPPORT SERVICES PACKAGE RENEWAL-CC	Paid by Check # 87421		12/01/2018	12/05/2018	12/05/2018		12/06/2018	267.18
2459 - JCG TECHNOLOGIES INC.	7215	RECORDING SOFTWARE FOR CM	Paid by Check # 92276		12/01/2019	12/05/2019	12/05/2019		12/05/2019	567.27
2459 - JCG TECHNOLOGIES INC.	7796	JCG SUPPORT SERVICES PACKAGE - RENEWAL CITY COUNCIL	Paid by Check # 96426		12/01/2020	12/17/2020	12/17/2020		12/17/2020	567.27



NATIONAL ASSOCIATION OF LATINO ELECTED AND APPOINTED OFFICIALS

Invoice

Invoice Number: 147
 Date: March 21, 2022
 Fed ID#: 52-1076236

NALEO Membership
 1122 W. Washington Blvd., 3rd Fl.
 Los Angeles, CA 90015
 (213) 747-7606

City of San Luis
 Attn. Janet Taylo
 1090 E. Union St.
 San Luis, AZ 85349

PLEASE MAKE CHECKS PAYABLE TO:
NALEO
 Attn: Membership
 1122 W. Washington Blvd.
 Los Angeles, CA 90015

PREPARED BY	EVENT	EFFECTIVE DATE	GROUP	PURCHASE ORDER #	INVOICE TERMS
MB	Membership	1 st of month	Special Group Rate		Due upon receipt

QTY	DESCRIPTION	FEE
1	Hon. Gerardo Sanchez, Mayor - NALEO Special Group Rate	\$75.00
1	Hon. Africa Luna-Carrasco, Vice Mayor – NALEO Special Group Rate	\$75.00
1	Hon. Matias Rosales, Councilmember – NALEO Special Group Rate	\$75.00
1	Hon. Gloria Torres, Councilmember – NALEO Special Group Rate	\$75.00
1	Hon. Luis Cabrera, Councilmember – NALEO Special Group Rate	\$75.00
1	Hon. Jose Ponce, Councilmember – NALEO Special Group Rate	\$75.00
1	Hon. Mario Buchanan, Jr., Councilmember – NALEO Special Group Rate	\$75.00

Total \$525.00

PAYING INSTRUCTIONS:

If paying by check: Please include Member's name and Invoice # on your check.

President
Kathy Maness
Councilmember
Lexington, South Carolina

First Vice President
Vince Williams
Mayor
Union City, Georgia

Second Vice President
Victoria Woodards
Mayor
Tacoma, Washington

Immediate Past President
Joe Buscaino
Councilmember
Los Angeles, California

Chief Executive Officer/
Executive Director
Clarence E. Anthony

FY2021 – FY2022 Membership Dues

In 2017 the National League of Cities Board of Directors adopted a policy to implement an annual dues adjustment based on the Consumer Price Index (CPI). The maximum dues adjustment is capped at three percent (3%), regardless of CPI. Current NLC dues population categories are based on the most recent decennial U.S. Census (2010). The membership dues adjustment for FY2022 is 2.6%, effective October 1, 2021. For questions, please call us at 877-827-2385 or email at membership@nlc.org.

Three methods to remit membership dues:

ACH Transfer

Account Name: National League of Cities
Account Number: 2000033034119
Routing/ Transit Number: 121000248
Bank Name: Wells Fargo Bank, N.A.
Bank Address: 1300 I St., NW 12th Floor
Washington, D.C. 20005

Credit Card

<https://my.nlc.org/eweb>

Mail

National League of Cities
Membership Lockbox 4047
PO Box 70511
Philadelphia, PA 19176-0511

POPULATION	FY21 DUES	FY22 DUES
Under 1,000	\$276	\$283
1,001-2,000	\$563	\$578
2,001-5,000	\$849	\$871
5,001-10,000	\$1,172	\$1,202
10,001-20,000	\$1,563	\$1,604
20,001-30,000	\$1,953	\$2,004
30,001-40,000	\$3,419	\$3,508
40,001-50,000	\$4,002	\$4,106
50,001-60,000	\$4,688	\$4,810
60,001-70,000	\$5,669	\$5,816
70,001-80,000	\$6,247	\$6,409
80,001-90,000	\$7,029	\$7,212
90,001-100,000	\$8,203	\$8,416
100,001-125,000	\$9,176	\$9,415
125,001-150,000	\$10,154	\$10,418
150,001-175,000	\$11,136	\$11,426
175,001-200,000	\$12,107	\$12,422
200,001-225,000	\$13,086	\$13,426

POPULATION	FY21 DUES	FY22 DUES
225,001-250,000	\$14,064	\$14,430
250,001-275,000	\$15,038	\$15,429
275,001-300,000	\$16,015	\$16,431
300,001-325,000	\$16,995	\$17,437
325,001-350,000	\$17,967	\$18,434
350,001-375,000	\$18,945	\$19,438
375,001-400,000	\$19,920	\$20,438
400,001-425,000	\$20,897	\$21,440
425,001-450,000	\$21,875	\$22,444
450,001-475,000	\$22,846	\$23,440
475,001-500,000	\$23,823	\$24,442
500,001-600,000	\$24,802	\$25,447
600,001-700,000	\$25,771	\$26,441
700,001-800,000	\$26,754	\$27,450
800,001-900,000	\$27,731	\$28,452
900,001-1,000,000	\$28,708	\$29,454
1,000,001-1,333,333	\$36,322	\$37,266
1,333,334-1,666,666	\$41,010	\$42,076
Over 1,666,667	\$47,231	\$48,459

NLC Member Dashboard Report

City of San Luis, AZ

FIPS: 0463470

Form of Government: Council-Manager

Governing Body Members: 6

Member Type: NLC/State League

Member Since: 4/1/1984

Current Dues: \$2004.00

Expire Date: 03/31/2022

Dues Population: 25,505 (2010 Census)

Region: West

Savings & Solutions Program Participation	
Not participating in Build America Mutual Program	
Participating in Grant Access	
Not participating in Community Showcase Video Program	
Not participating in Prescription Discount Program	
Not participating in Service Line Warranty Program	
Not participating in Public Finance Authority	

Technical Assistance Programs			
Committee/Group	Position	Member	Year
Constituency Group			
Hispanic Elected Local Officials	Committee Member	Africa Luna-Carrasco Councilmember	2019 - 2022
Hispanic Elected Local Officials	Committee Member	Mr. Tadeo Azael De la Hoya City Manager	2019 - 2022
Women In Municipal Government	Committee Member	Africa Luna-Carrasco Councilmember	2019 - 2022

Event	Attendee(s)	Year
2022 Congressional City Coference	Ralph Velez City Consultant	2022
NLC ARPA Office Hour Successful Community Impact 101	Monica Castro Director of Finance	2021
2021 Sept: Mayoral Round Table	Monica Castro Director of Finance	2021

Utilizing ARPA Funding to Advance Cooperative Business Ownership	Monica Castro Director of Finance	2021
2021 Congressional City Conference	Matias Rosales Council Member	2021
2020 Constituency Groups Virtual Summit	Jose Ponce Council Member	2020
2020 Constituency Groups Virtual Summit	Mr. Tadeo Azael De la Hoya City Manager	2020
2020 Constituency Groups Virtual Summit	Africa Luna-Carrasco Councilmember	2020
2020 Constituency Groups Virtual Summit	Francia Alonso PIO/Assistant to Council	2020
2020 Congressional City Conference	Mr. Tadeo Azael De la Hoya City Manager	2020
2020 Congressional City Conference	Ralph Velez City Consultant	2020
2019 City Summit	Jose Ponce Council Member	2019
2019 City Summit	Mr. Tadeo Azael De la Hoya City Manager	2019
2019 City Summit	Ralph Velez City Consultant	2019
2019 Congressional City Conference	Mr. Tadeo Azael De la Hoya City Manager	2019
2019 Congressional City Conference	Ralph Velez City Consultant	2019

Webinar	Attendee(s)	Year
ARPA Fiscal Recovery Funds Update: Reporting Requirements	Monica Castro Director of Finance	2021
Future of Cities: Trends in the Retail Environment	Monica Castro Director of Finance	2021
NLC Update Call #8: American Rescue Plan Implementation	Luis E Cabrera Council Member	2021
NLC Update Call #8: American Rescue Plan Implementation	Mr. Tadeo Azael De la Hoya City Manager	2021
NLC Update Call #8: American Rescue Plan Implementation	Marlene Lara Government & Foreign Affairs Coordinator	2021
NLC Update Call #8: American Rescue Plan Implementation	Rodger Diaz HR Coordinator	2021
NLC Update Call #8: American Rescue Plan Implementation	Monica Castro Director of Finance	2021
NLC Update Call #7: American Rescue Plan Implementation	Monica Castro Director of Finance	2021

Webinar 2021: Reimagining Public Safety Task Force Listening Session #3: Public Safety Budgeting	Monica Castro Director of Finance	2021
NLC Update Call #6: American Rescue Plan Implementation	Monica Castro Director of Finance	2021
NLC Update Call #5: American Rescue Plan Implementation	Monica Castro Director of Finance	2021
NLC Update Call #2: American Rescue Plan Implementation	Monica Castro Director of Finance	2021
NLC Update Call #1: American Rescue Plan Implementation	Monica Castro Director of Finance	2021
Webinar Series: 2021 LDI Series	Jose Antonio Guzman Director of Planning and Zoning	2021
Census 2020: A Briefing for Cities on the 2020 Census and What Lies Ahead	Jose Antonio Guzman Director of Planning and Zoning	2020
Webinar Series: 2020 LDI Series (Census and Voting)	Jose Antonio Guzman Director of Planning and Zoning	2020
2020 Regional Calls	Jose Antonio Guzman Director of Planning and Zoning	2020
2020 Regional Calls	Gerardo Sanchez Mayor	2020

Awards	Status	Program Title	Category
--------	--------	---------------	----------



Yuma County Chamber of Commerce
 180 W. First St., Ste. A
 Yuma, AZ 85364
 (928) 782-2567 | fax: (928) 247-6509
 info@yumachamber.org

Invoice

Invoice Date: 1/12/2022
 Invoice Number: 127716

City of San Luis
 Jenny Torres
 1090 E. Union Street
 P.O. BOX 1170
 San Luis, AZ 85349

		Terms	Due Date
		Due on receipt	1/12/2022
Description	Quantity	Rate	Amount
Annual chamber membership investment - November 2022 to October 2023	1	\$660.00	\$660.00
		Subtotal:	\$660.00
		Tax:	\$0.00
		Total:	\$660.00
		Payment/Credit Applied:	\$0.00
		Balance:	\$660.00

Login to your Member Center to pay online.

- Go to <http://yumachamberaz.chambermaster.com/login> to login or retrieve forgotten login credentials.
 Or create your login account for the first time at this registration page:
<https://yumachamberaz.chambermaster.com/CreateAccount?ccid=3378&email=jtorres@sanluisaz.gov&repID=3361>.
- Pay online, check out your additional Member Benefits, update your member page and contact information.

Keep this portion for your records

Please return this portion with your payment

FROM:

City of San Luis
 Jenny Torres
 1090 E. Union Street
 P.O. BOX 1170
 San Luis, AZ 85349

Invoice # 127716

Amount Due \$660.00

Please remit payment to:

Yuma County Chamber of Commerce
 180 W. First St., Ste. A
 Yuma, AZ 85364

Amount Paid \$ _____

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,

A handwritten signature in blue ink, which appears to read 'Crystal Figueroa', is positioned above the printed name and title.

Crystal Figueroa
Executive Director

cc: Entity dues file



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- 3 MONTHS - \$43.50 >
- 1 MONTH - \$14.50 >

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● Online Only

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Method
Home Delivery

Schedule
7 DAYS A WEEK

Start Over



AGENDA ITEM REVIEW FORM

Work Session**2. B.****Meeting Date:** 05/04/2022**Department Head:** Sonia Cornelio, City Clerk, City Clerk's Office**Submitted By:** Sonia Cornelio, City Clerk, City Clerk's Office**Action Requested:** Discussion Item - No Action to be Taken**ITEM:**

Update followed by a discussion on any and all matters regarding the City of San Luis Tourism Letters project proposed in July 2021. **(Vice Mayor Africa Luna-Carrasco and Lizandro Galaviz, Acting City Manager)**

SUMMARY:

Vice Mayor Africa Luna-Carrasco requested that this item be placed on the agenda for the Work Session of 5/4/2022 for discussion.

RECOMMENDATION / SUGGESTED MOTION:

DISCUSSION AND POSSIBLE DIRECTIONS TO STAFF ONLY, NO ACTION.

Fiscal Impact**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A**CITY/STATE/FEDERAL FUNDS:** N/A**TOTAL:** N/A**BUDGETED AMOUNT:** N/A**AVAILABLE AMOUNT TO TRANSFER:** N/A**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

N/A



AGENDA ITEM REVIEW FORM

Work Session**2. C.****Meeting Date:** 05/04/2022**Department Head:** Sonia Cornelio, City Clerk, City Clerk's Office**Submitted By:** Sonia Cornelio, City Clerk, City Clerk's Office**Action Requested:** Discussion Item - No Action to be Taken**ITEM:**

Discussion and possible directions to staff on any and all matters regarding the creation of a Historical Society that would work on collecting historical data, documents, pictures and conduct oral history projects for the city. **(Vice Mayor Africa Luna-Carrasco and Lizandro Galaviz, Acting City Manager)**

SUMMARY:

Vice Mayor Africa Luna-Carrasco requested that this item be placed on the agenda for the Work Session of 5/4/2022 for discussion.

RECOMMENDATION / SUGGESTED MOTION:

DISCUSSION AND POSSIBLE DIRECTIONS TO STAFF ONLY, NO ACTION.

Fiscal Impact**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A**CITY/STATE/FEDERAL FUNDS:** N/A**TOTAL:** N/A**BUDGETED AMOUNT:** N/A**AVAILABLE AMOUNT TO TRANSFER:** N/A**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

N/A



AGENDA ITEM REVIEW FORM

Work Session

2. D.

Meeting Date: 05/04/2022

Department Head: Sonia Cornelio, City Clerk, City Clerk's Office

Submitted By: Sonia Cornelio, City Clerk, City Clerk's Office

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding replacing the gazebo/bench located on Lakin Drive and Sierra Vista. **(Vice Mayor Africa Luna-Carrasco and Maria A. Roldan, Acting Parks & Recreation Director)**

SUMMARY:

Vice Mayor Africa Luna-Carrasco requested that this item be placed on the agenda for the Work Session of 5/4/2022 for discussion.

RECOMMENDATION / SUGGESTED MOTION:

DISCUSSION AND POSSIBLE DIRECTIONS TO STAFF ONLY, NO ACTION.

Fiscal Impact

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

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

N/A
