

## **AGREEMENT**

This agreement (this "Agreement") is effective on July 1, 2023, 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, free of charge or to any resident of San Luis, Arizona at low cost.

### **SECTION TWO. DURATION**

The term of this Agreement shall be one year, starting on July 1, 2023, and ending on June 30, 2024.

### **SECTION THREE. OBLIGATION OF THE GETHSEMANI 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 The Food Ministry shall also provide food to any resident of San Luis, Arizona at a low cost.

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.

#### **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 Obey All Laws. Each Party agrees that it will comply with all laws, statutes, ordinances, rules and regulations of any government that affect the performance of this Agreement.

7.18 Books, Records, and Reports. Food Ministries shall keep accurate and current books showing all disbursements and the purpose of disbursements

related to the distribution of food under this Agreement. 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. The Food Ministries shall provide the **City Manager** the accounting of the City's funds no later than the third Monday in April of 2024. The accounting shall include dates of food distribution the street address within the City limits of San Luis the distribution was given, pounds of food distributed for free and the number of people served for free and the number of people served for low cost for each date. Other information may be provided, but the above list is the minimum information required for the accounting.

Food Ministries shall prepare a report for presentation to the City Council, which shall include a narrative of the activities and the number of people who attended.

7.19 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.

7.20 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.

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.

[Intentionally left blank, signature page follows.]

**City of San Luis, Arizona**

\_\_\_\_\_  
Nieves Riedel, Mayor

Date:\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kay Marion Macuil, City Attorney

**Gethsemani Food Ministries**

\_\_\_\_\_  
Jose Manuel Castro, Pastor

Date:\_\_\_\_\_