



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 650

A RESOLUTION OF THE CITY OF SAN LUIS, ARIZONA COUNCIL OF SAN LUIS, ARIZONA AUTHORIZING AN AGREEMENT WITH THE WESTERN ARIZONA COUNCIL OF GOVERNMENTS FOR THE CONTINUED OPERATION OF THE HEAD START PROGRAM.

WHEREAS, THE CITY OF SAN LUIS, ARIZONA has identified the need to provide preschool assistance for "at risk" children, particularly those from low-income families, and

WHEREAS, Western Arizona Council of Governments ("WACOG") is the operator of a successful Head Start Program in Yuma, La Paz, and Mohave Counties, and

WHEREAS, WACOG has been approved by the Department of Health and Human Services to provide these services in Yuma County,

NOW, THEREFORE BE IT RESOLVED THAT the City of San Luis, Arizona and WACOG do hereby agree:

- (1) For and in consideration of WACOG's operation of a Head Start preschool program, THE CITY OF SAN LUIS, ARIZONA agrees to provide a portion of SW1/4SE/4SW1/4 Section 1, Township 11 South, Range 25' West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows: Beginning at the south quarter corner of said Section thence S89° 40'00W along the south quarter corner of said Section 1 a distance of 1325.0S feet to the southwest 1/16 corner of said Section 1, thence N0017' 15"W along said 1116 line of said section 1 a

distance of 329.52 feet; thence NDS9 41 '02" E a distance of 72.00 Feet to the TRUE POINT OF BEGINNING; thence N°89 41 '02" a distance of 182.00 feet; thence SO° 17' 15"E a distance of 146.00 feet; thence S89°41'02"W a distance of 182.00 feet; thence NO° 17' 15"W a distance of 146.00 feet to the TRUE POINT OF BEGINNING, containing 0.61 acres a site for WACOG to operate modular classrooms; and

- (2) WACOG will solicit Federal, State and/or local funds necessary for the operation of this Head Start program, subject to funding availability. WACOG will secure the required permits and approval for the classrooms; and
- (3) WACOG will secure approval from the necessary health and other regulatory agencies to insure proper operation of the Head Start classrooms within all existing laws which govern such programs and provide evidence of such approval to THE CITY OF SAN LUIS, ARIZONA prior to the beginning of operations of the Head Start program; and
- (4) WACOG expressly agrees to indemnify, save, and hold harmless, THE CITY OF SAN LUIS, ARIZONA, any of its departments, agencies, agents, officers or employees, from and against any and all fines, suits, claims, demands, damages, injuries, judgments, and actions of any kind and nature by reason of the use by WACOG of THE CITY OF SAN LUIS, ARIZONA property and any such activities on or related to such property by WACOG or any person employed by WACOG or of any others for whose acts WACOG is responsible, including but not limited to supervisors and/or employees and further including but not limited to any WACOG property improvements or additions of any kind whatsoever, including but not limited to that property of participants in the Head Start program or employees or supervisors of said program from cause or causes whatsoever, while in, upon, or in any way connected with the said premises during the term of this lease or in preparation of the property for the beginning of said program. WACOG further covenants and agrees to indemnify and save harmless THE CITY OF SAN LUIS, ARIZONA from costs and obligations on account of or arising out of any such fines, suits, claims, demands, damages, injuries, judgments, and actions, based on the use of the

- facilities by WACOG all as set forth supra. WACOG also agrees to name THE CITY OF SAN LUIS, ARIZONA as additional named insured under its liability policy; and
- (5) WACOG shall, at its cost, keep and maintain said premises and appurtenances and every part thereof in good and sanitary order, subject to funding availability.
- (6) THE CITY OF SAN LUIS, ARIZONA agrees to document the "in-kind" services at marketvalue, minus any fee paid by WACOG for such services, that it provides for the WACOG Head Start Program. These "in-kind" services will be reported to WACOG on a monthly basis and will allow WACOG to match the federal funding it receives to provide Head Start services.
- (7) This Agreement shall be for a period of (5) five years from the date of its execution. WACOG and THE CITY OF SAN LUIS, ARIZONA may agree to extend this Agreement in succeeding years.
- (8) WACOG and THE CITY OF SAN LUIS, ARIZONA shall have the right, upon mutual agreement,
- to amend this agreement at any time.
- (9) Either WACOG or the City of San Luis, Arizona of San Luis may terminate this agreement at any time on 90 day written notice.

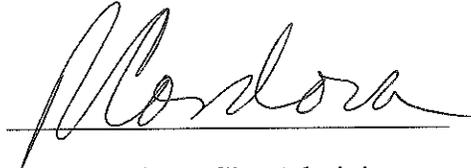
Passed and adopted, this 11th day of January 2006.

APPROVED:



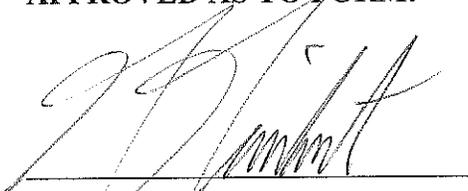
Nieves Riedel, Mayor

ATTEST:

A handwritten signature in cursive script, appearing to read "Rosie Cordova", written over a horizontal line.

Rosie Cordova, City Administrator

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Glenn Gimbut", written over a horizontal line.

Glenn Gimbut, City Attorney