



OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

RESOLUTION NO. 764

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS PARKS AND RECREATION DEPARTMENT AND THE ARIZONA NUTRITION NETWORK PARTNERSHIP (YUMA COUNTY PUBLIC HEALTH SERVICES)

This agreement's purpose is to provide nutrition and physical activity education support to all programs within the City of San Luis to low income children, families, and communities. The agreement will run through September 30, 2008 with automatic renewal through September 30, 2013 unless cancelled by either party.

WHEREAS, the City of San Luis desires to enter into an Intergovernmental Agreement (IGA) with the Arizona Nutrition Network Partnership (Yuma County Public Health Services) and

WHEREAS, Yuma County Public Health Services will finance the performance of its services to the City of San Luis with funds received by Yuma County Public Health Services from the United States Department of Agriculture, which funds are specifically designated for the provision of nutrition and physical activity education.

WHEREAS, the parties to the Intergovernmental Agreement desire to enter said agreement;

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 Intergovernmental Agreement between the City of San Luis, Arizona and Yuma County Public Health Services District attached as Exhibit "A" hereto, is hereby authorized and approved.

Section 2: That the appropriate officials and staff of the City of San Luis are hereby authorized and directed to execute said agreement and take such acts or actions as may be needed and/or necessary to effectuate the same.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 12th day of December, 2007.

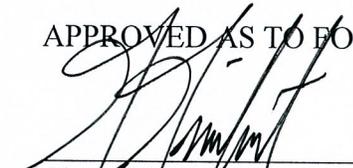

Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello
City Clerk

APPROVED AS TO FORM:



Glenn Gimbut
City Attorney

Intergovernmental Agreement for
Arizona Nutrition Network Partnership

This Agreement is entered into between the Yuma County Public Health Services District (YCPHSD), specifically the Arizona Nutrition Network Program, and the City of San Luis Park and Recreation Program (the District), pursuant to A.R.S. §§ 11-951 through 11-954, as amended, each acting through their respective governing bodies, undersigned.

1. **Purpose.** To be an Arizona Nutrition Network partner that would provide nutrition and physical activity education support to all programs within the District that are at or below 185% of the Federal Poverty Level.
2. **Goal.** To provide nutrition education and activities to low-income children, families, and communities.
3. **Term of Agreement.** This Agreement will be effective from October 1, 2007, through September 30, 2008 with automatic annual renewal through September 30, 2013 unless cancelled by either party according to Termination of Agreement.
4. **Yuma County Public Health Services District Responsibilities.** YCPHSD provides nutrition and physical activity programs to children, adults and families. YCPHSD will provide support nutrition and physical activity education services in exchange for the District's willingness to be a Local Share Contributor. The Local Share Contribution is determined by identifying the nutrition and physical activity education currently being provided within the District.
5. **District Responsibilities.** The District agrees to:
 - a. Allow YCPHSD to request staff to estimate the number of hours they spend per week teaching nutrition education and the health benefits of physical activity to prevent chronic diseases.
 - b. Provide employee name, salary, fringe benefits, title, and site location, to YCPHSD. This will enable YCPHSD to determine the Local Share Contribution. Once the staff-identified hours are determined, YCPHSD will enter the information onto a spreadsheet. All information is kept confidential. District will ensure that all employees listed are paid with non-federal dollars and non-matching dollars.
 - c. Grant permission to YCPHSD to provide nutrition and physical activity programs to programs in the District.
6. **Funding.** YCPHSD will finance the performance of its services to the District with funds received by YCPHSD from the United States Department of Agriculture, which funds are specifically designated for the provision of nutrition and physical activity education. YCPHSD will establish and maintain a budget for the provision of this additional nutrition and physical activity education to the District.
7. **Termination of Agreement.** Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice. Except as otherwise required by law, upon the termination of this Agreement, the District will return to YCPHSD all property of YCPHSD, and YCPHSD will return to the District all property of the District. YCPHSD or District property

includes, but is not limited to, any documentation or records of one party in the possession of the other; in which case, either party will return such documentation or records or certify that all such documentation and records have been destroyed.

8. **Non-Appropriation.** The parties acknowledge that the Yuma County Public Health Services District is a governmental entity, and the agreement's validity is based upon the availability of funding from the United States Department of Agriculture (USDA). If funding from the USDA is not available and not appropriated for the performance of YCPHSD obligations under this agreement, then this agreement will automatically expire without penalty to YCPHSD after written notice to the District of the unavailability and non-appropriation of public funds. It is agreed that YCPHSD will not activate this non-appropriation provision for its convenience or to circumvent the requirements of this agreement, but only as an emergency fiscal measure.
9. **Non-Waiver of Enforceability.** Failure of YCPHSD to enforce, at any time, any of the provisions of this Agreement, or to request the District to perform any of the provisions in the agreement will not be construed as a waiver of the provisions, nor affect the validity of this agreement, or the right of YCPHSD to enforce each and every provision.
10. **Employment Status.** Except as otherwise provided by law, in the performance of duties and activities under this Agreement, all parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The officers, employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party.
11. **Workers' Compensation.** An employee of either party will be deemed to be an "employee" of both public agencies while performing work under this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer will be solely liable for any workers' compensation benefits that may accrue. Each party will post a notice in accordance with the provisions of A.R.S. § 23-1022.
12. **Non-Discrimination.** The parties agree to comply with all provisions of applicable federal, state, and local laws relating to non-discrimination, equal employment opportunity, and the Americans with Disabilities Act. The parties agree to comply with Executive Order No. 75-5, dated April 28, 1975, as amended by Arizona Governor's Executive Order 99-4, dated January 29, 1999, and as may be amended from time to time.
13. **Indemnification.** To the fullest extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other party and other party's officers, agents, and employees from all claims, losses, and causes of actions arising out of, resulting from, or in any manner connected with this Agreement, but only to the extent such claim, loss, cause of action, damage or injury is caused or contributed to by the negligent acts, errors or omissions of the indemnifying party.
14. **Cancellation of Agreement.** This Agreement may be cancelled by either party for conflict of interest in accordance with A.R.S. § 38-511, which is incorporated herein by reference.
15. **Filing of Agreement.** YCPHSD will file this Agreement as required by A.R.S. § 11-952 as soon as possible, but in any event within ten (10) days after it has been fully executed by the parties.

16. Notices. Notices in accordance with this Agreement will be deemed given upon actual delivery by hand-delivery, e-mail (with receipt) or fax (with receipt) or three (3) days after being deposited postage paid, in the U.S. mail as follows:

For the District: Chris Kasid
Director of San Luis Park & Recreation Program
City of San Luis, Inc.
PO Box 1170
San Luis, AZ 85349

For YCPHSD: Sandi Veitch, Nutrition Program Coordinator
Yuma County Public Health Services District
2200 W. 28th Street
Yuma, AZ 85364

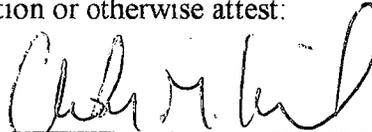
Fax: (928) 726-8465
E-mail: sandra.veitch@co.yuma.az.us

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and will not be changed or modified except upon written agreement of the parties.

18. Arizona Law. This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona.

In accordance with appropriate action by ordinance, resolution or otherwise attest:

Yuma County Public Health Services District



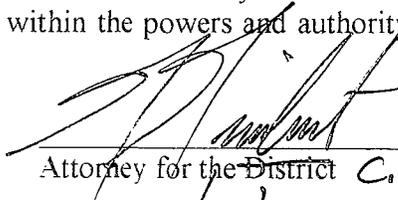
City of San Luis

Date _____, 2007.

Date Dec 13, 2007.

In accordance with A.R.S. § 11-952 this contract has been reviewed by the undersigned who have determined that this contract is in appropriate form and within the powers and authority granted to each respective public body.

Deputy Yuma County Attorney



Attorney for the District City of San Luis

Date _____, 2007.

Date 12/13/2007, 2007.