



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 1018

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY FOR BUS PASS SALES

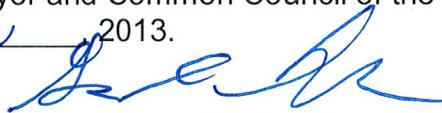
Whereas, the City of San Luis desires to enter into an intergovernmental agreement with the Yuma County Intergovernmental Public Transportation Authority for the provision of bus pass sales;

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, as attached hereto as Exhibit "A", is hereby ratified and approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 9th day of October 2013.



Gerardo Sanchez, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut, City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN
YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY
and
CITY OF SAN LUIS FOR THE SALE OF BUS PASSES**

This Intergovernmental Agreement (“IGA” or “Agreement”) is made effective as of the ____ day of _____, 2013 (“Effective Date”), by and between the Yuma County Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona (“YCIPTA”), and City of San Luis (“City”). The parties to this IGA may be collectively referred to herein as the Parties, or each individually as a Party.

RECITALS

WHEREAS, YCIPTA is in need of vendors to sell bus passes for residents and visitors using the Yuma County Area Transit (YCAT) system; and

WHEREAS, City through the Utilities Department is willing to sell YCAT bus passes separate and apart from its regular transactions for the benefit and convenience of San Luis residents and visitors needing YCAT fare media; and

WHEREAS, the Parties are authorized by the provisions of A.R.S. §§ 11-254.04, 11-951 et seq., and 28-9122(A) (4) to enter into an intergovernmental agreement for the sale of bus passes to an intergovernmental public transportation authority organized pursuant to A.R.S. § 28-9101 et seq.;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties do hereby mutually agree to the following:

1. Scope of Services.

CITY agrees to abide by all terms and conditions pertaining to selling YCIPTA passes as set forth in the YCIPTA Sales City Program Guidelines (hereafter “Exhibit A”), which is attached hereto and incorporated herein by this reference. YCIPTA may amend the Exhibit A from time to time and CITY agrees to comply with any new or modified terms and conditions if YCIPTA sends or delivers a copy of the revised Exhibit A to CITY. After CITY accepts YCIPTA passes, it is the sole responsibility of CITY to sell or return unsold passes to YCIPTA. YCIPTA is not responsible for lost or stolen passes after acceptance by CITY. It will be the responsibility of the CITY to pay for any lost or stolen passes to YCIPTA.

In selling YCIPTA passes, CITY shall act as an independent contractor and not as an employee of YCIPTA. In particular, YCIPTA shall not be responsible by providing workers’ compensation insurance or any other protective insurance coverage or employment benefit payable to employees of CITY that is based upon the relationship of employer and employee. CITY shall assume all responsibility of payment of wages to its employees and for federal and state income tax withholding. CITY hereby agrees to indemnify and hold YCIPTA, its officers, agents, employees, contractor, volunteers or consultants, harmless from any and all claims that may be made against YCIPTA based upon any contention by any employee of CITY or by any third party, including but not limited to any State or Federal agency, that an employer – employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Pass

Sales City Agreement or by reason of the nature and/or performance of any obligation under this Pass Sales City Agreement.

2. **Term.** This IGA shall be for an initial term of one (1) year, commencing on the Effective Date, unless previously terminated by action of the Parties or operation of law as described herein. This Agreement may be extended for additional one year periods for up to five (5) years, if agreed upon in writing by the Parties.

3. **Termination.** This IGA may be terminated by either Party upon the delivery of ninety (90) days written notice to the other Party. 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 a 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. **Law Governing and Forum Clauses.** The parties agree this IGA shall be construed in accordance with the laws of the State of Arizona, and any controversy, dispute or litigation shall be brought or commenced only in the Superior Court of Yuma County, 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 suit is brought or an attorney is retained by any party to this Agreement to seek interpretation or construction of any term or provision of

this Agreement, to enforce the terms of this Agreement, to collect any money due, or to obtain any money damages or equitable relief for breach, or to seek recourse in a bankruptcy proceeding, the prevailing party shall be entitled to recover, in addition to any other available remedy, reimbursement for reasonable attorneys' fees including attorneys' fees for representation in the bankruptcy court, court costs, costs of investigation, and other related expenses.

- g. **Notices.** All notices or demands required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing and 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 service 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: John Andoh, Transit Director
 Yuma County Intergovernmental Public Transportation Authority
 2715 East 14th Street
 Yuma, Arizona, 85365
 Tel: 928-539-7076, ext 237
 Fax: 928-783-0309
 jandoh@ycipta.az.gov

If to City: Olivia Jenkins, Director
 City of San Luis, Utilities Department
 P.O. Box 7740
 1090 E. Union Street
 San Luis, AZ 85349
 Phone: (928) 341-8522
 Fax: (928) 341-8549
 OJenkins@cityofsanluis.org

- h. **Force Majeure.** Neither Party shall be responsible for delays nor failures in performance resulting from acts beyond their control. Such acts shall include, but are not 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 notwithstanding such illegality or unenforceability, this IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.
- k. **Insurance.** City shall name the YCIPTA as an additional insured on City's insurance policies with respect to YCIPTA's activity on the property of City and use of YCIPTA's equipment. City shall bear the risk of loss by fire or other casualty to

YCIPTA's personal property. YCIPTA shall secure and keep in effect at all times during the term of this Agreement, an adequate policy of general liability risk insurance protecting the City and YCIPTA from claims by third party persons by reason of damage or injury arising out of performance under this Agreement. The City is not responsible for any loss of or damage to YCIPTA property, unless the direct result of the City's, its employees, agents, officers, consultants, representatives or directors, intentional misconduct or negligence.

1. **Binding on Heirs.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

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 and agrees 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 _____ day of _____, 2013.

CITY OF SAN LUIS

YUMA COUNTY
INTERGOVERNMENTAL
PUBLIC TRANSPORTATION
AUTHORITY



Jerry Sanchez
Mayor

Robert Pickels, Esq
Chairman

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 such Party.

Dated this ____ day of _____, 2013.

By: _____
YCIPTA Legal Counsel

Dated this ____ day of _____, 2013

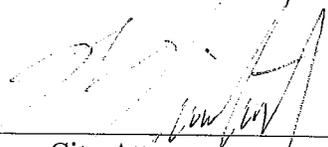
By:  _____
City Attorney

EXHIBIT A – GUIDELINES FOR SELLING BUS PASSES

1. Ordering Merchandise

The YCIPTA representative will deliver a set amount of passes based on the City's order. If the City needs to change the quantity of passes sold, call YCIPTA at (928) 539-7076, email the order form to info@ycipta.az.gov or fax the order form to (928) 783-0309. City shall provide the following information to the YCIPTA representative when ordering more passes:

- Your Name
- Your Company Name
- Phone Number
- The quantity and denomination of each type of ordered passes.

2. Delivery of Passes

City will receive YCAT passes prior to the 24th of each month.

All orders will be delivered by an YCIPTA representative. It is important that before accepting any order, the City confirm that the passes received match the log that accompanies the order. Please verify the following carefully:

- The correct passes is received
- The correct quantity is received

Once the City verifies this information, please sign the log for receipt of the passes. Once accepted, the City is responsible for the merchandise ordered until it is either sold or returned to YCIPTA. Should the City find any discrepancy, please contact YCIPTA at (928) 539-7076.

YCAT fare merchandise is given to a City on consignment, which means that any unsold or unused passes may be returned to YCIPTA.

The YCIPTA representative will pick up any cash from transit merchandise sales and replenish City with additional passes between the 14th and 23rd of the each month. After passes has been accepted, it is the sole responsibility of the City to sell or return unsold merchandise to YCIPTA. If passes are lost or stolen, YCIPTA will not replace them. It will be the responsibility of the City to pay for the lost or stolen passes.

3. 31- Day Pass Prices

Basic	\$60.00
Discount*	\$30.00

4. 10- Ride Passes

Basic	\$17.50
Discount*	\$ 7.50

YCAT OnCall 10-RidePasses*

Local \$35.00

YCAT OnCall is for anyone who is permanently or temporarily mobility impaired, generally defined as a person of any age who is functionally unable to use the regularly scheduled fixed route system for one or more of the following reasons:

- *Unable to utilize a regular public transit bus. ("Unable" means that performing the function is absolutely impossible or causes severe, continuing pain; it does not mean discomfort or occasional pain.*
- *Unable to walk from place of origin or destination to the nearest bus stop.*
- *Unable to utilize a regular public transit bus to reach a source of life sustaining activities.*
- *For ADA transit application: <http://www.ycipta.org/ada.html>*
- *For more information on these services find us on the web at: <http://www.ycipta.org/ycat-oncall.html>*

** Passengers must be certified eligible for YCAT OnCall service in order to use these passes.*

5. 10- DayPasses

Basic \$35.00

Discount* \$17.50

** Discount Eligibility Requirements:*

- *Seniors (age 65 years old and older) – Show YCAT Discount Card, Senior ID card or birth certificate.*
- *Persons with Disabilities – Show YCAT Discount Card or Medicare Card.*
- *Student Eligibility Requirements:*
- *Student (ages 5-18 years old) – Show student ID card or birth certificate.*

All fares are subject to change without notice.

6. Sales

After passes has been accepted, it is the sole responsibility of the City to structure the sales hours, locations, and other policies related to the sales of the passes.

7. Helpful Materials

A cashbox, YCAT Rider's Guide's, YCAT OnCall Information Guides and other YCAT related brochures will be provided to City free of charge. Occasionally, some marketing materials may also be available. Call (928) 539-7076 to place an order.

YCIPTA Customer Service Representatives are available to assist with route and schedule information. Call (928) 783-2235 or 511 or visit www.ycat.az.gov.