

WHEN RECORDED MAIL TO:



**CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349**

The above area is to be reserved for recording information

CAPTION HEADING:

RESOLUTION

Resolution No. 2135

To approve the contribution to the Transit Fund for the Yuma County Area Transit (YCAT) Public Transportation Services.



Resolution

No. 2135

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING CONTRIBUTION TO TRANSIT FUND FOR THE YUMA COUNTY AREA TRANSIT (YCAT) PUBLIC TRANSPORTATION SERVICES

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, 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, the YCIPTA at its April 27, 2020 meeting adopted a formula for a total amount of \$70,573.00 for the contribution for San Luis which is the same dollar amount that was approved by City Council last fiscal year; and

WHEREAS, the Council of the City of San Luis has approved a budget which included this contribution;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1. The appropriate City officials are authorized and directed to submit the contribution for YCAT transportation services in the amount not to exceed \$70,573.00 of non-federal funds.

[Intentionally left blank, signature page to follow]

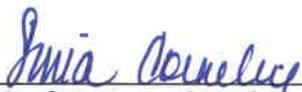
PASSED, ADOPTED and APPROVED by the Mayor and Common Council of the City of San Luis, Arizona, this 8th day of July 2020.



Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:



Sonia Cornelio, City Clerk



Kay Marion Macuil, City 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.

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

Attest:



Robert L. Pickels, Jr.
County Administrator/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

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:

Sonia Cuello
City Clerk

By:

Juan Carlos Escamilla
Mayor

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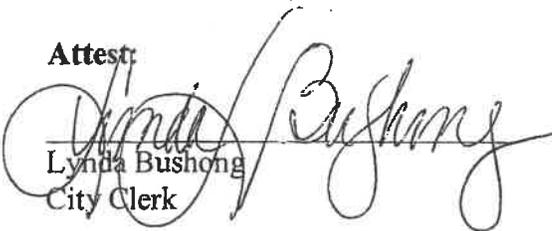
Attest:

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: _____ *MAY 31, 2012*
Greg Wilkinson
City Administrator

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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**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

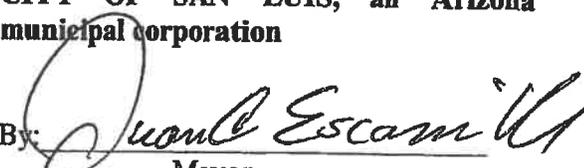
By: _____
City Administrator

**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

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION
AUTHORITY**

Attest:

Christy Isbell
Christy Isbell
Board Secretary

By: John Andoh
John Andoh
Transit Director

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

Attest:

Rodney L. Rinehart
Rodney L. Rinehart
Town Clerk

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

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

Attest:

Bill Lee
City Clerk

By: _____
Martin Porchas
Mayor

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION
AUTHORITY**

Attest:

Christy Isbell

Christy Isbell
Board Secretary

By: _____
John Andon
John Andon
Transit Director

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

Attest:

Rodney L. Rinehart
Town Clerk

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

**COCOPAH 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

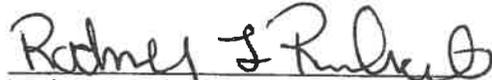
Attest:

Christy Isbell
Board Secretary

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION
AUTHORITY**

By: _____
John Andoh
Transit Director

Attest:



Rodney L. Rinchart
Town Clerk

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

By: 

James L. Deerner
Mayor

**Arizona Board of Regents, acting for and
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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

**COCOPAH 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

**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

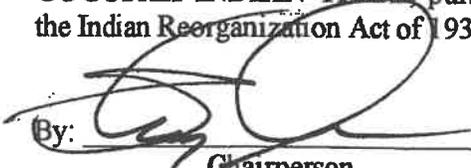
**Arizona Board of Regents, acting for and
on behalf of Northern Arizona University-
Yuma, an Arizona State University**

By: _____
President

AWC, an Arizona community college

By: _____
President

**COCOPAH 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. Files (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.

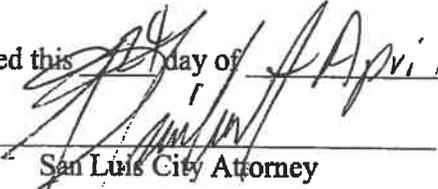
Dated this ____ day of _____, 2012

By: _____
Yuma County Attorney

Dated this ____ day of _____, 2012

By: _____
Yuma City Attorney

Dated this 1 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 24 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 G. 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 2nd day of May, 2012

By: Wayne C. Benish
Attorney for YCIPTA