



NOTICE OF WORK SESSION

In accordance with Section 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Work Session meeting at 6:30 p.m., Wednesday, October 19, 2016. The Work Session will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE SESION DE TRABAJO

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Sesión de Trabajo a las 6:30 p.m., el día Miércoles 19 de Octubre del 2016. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos del Estado de Arizona A.R.S §1-602.A.9, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar el consentimiento ante el Estado o cualquiera de sus subdivisiones políticas para hacer una grabación de audio o video de su hijo menor de edad. Las juntas del Cabildo se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden dar el consentimiento por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con los Estatutos del Estado de Arizona A.R.S. §1-602.A.9.

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Work Session
San Luis City Council
San Luis Council
Chambers
1090 E. Union Street
San Luis, AZ 85349
October 19, 2016
6:30 p.m.

MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION

- 1. CALL TO ORDER/ROLL CALL**
- 2. AGENDA ITEM(S):**
 - 2. A.** Discussion on any and all matters regarding authorization to award an engineering contract to James Davey and Associates for the Price Center Improvements. **(Jenny Torres, Community Development Director)**
 - 2. B.** Discussion on any and all matters regarding the Independent Contract Agreement with Mexes to provide professional services for the 4Fronted Binational Region. **(Jenny Torres, Community Development Director)**
 - 2. C.** Discussion on any and all matters regarding Resolution No. 1164. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving Intergovernmental Agreement of the 4-FrontED Binational Program to support Economic Development in the Greater Yuma Region and repealing Resolution No. 1155. **(Jenny Torres, Community Development Director)**
- 3. DISCUSSION ITEM(S):**
 - 3. A.** Update on any and all matters regarding the status of ALSCO's two-year contract with the City for uniform services. **(Manuel Rojas, Assistant Public Works Director)**
 - 3. B.** Update on any and all matters regarding the proposed Veterans Park. **(Council Member Africa Luna-Carrasco and Lizandro Galaviz, Parks & Recreation Director)**
 - 3. C.** Discussion on any and all matters regarding handicapped parking on Main Street. **(Council Member Africa Luna-Carrasco and Eulogio Vera, Public Works Director)**
 - 3. D.** Discussion on any and all matters regarding renewal of the downtown area. **(Council Member Africa Luna-Carrasco and Eulogio Vera, Public Works Director)**
- 4. ADJOURNMENT**

IN THE EVENT A MAJORITY OF THE COUNCIL IS NOT PRESENT, AN INFORMAL WORK SESSION MAY BE HELD.



AGENDA ITEM REVIEW FORM

Work Session

2. A.

Meeting Date: 10/19/2016

Department Head: Jenny Torres, Community Development Director, Community Development Department

Submitted By: Dania Castillo, Economic Development Assistant, Community Development Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding authorization to award an engineering contract to James Davey and Associates for the Price Center Improvements. **(Jenny Torres, Community Development Director)**

SUMMARY:

The City desires to make improvements on the Price Center. Engineer will provide schematic design and cost estimate for tenant improvements, architectural and engineering services for the removal and replacement of roof, and parking lot design and contract documents. The engineering contract amount is **\$25,704.00**. James Davey and Associates is one of the Engineering firms on the City's list of qualified Engineers. Under San Luis Purchasing Code Section 36.08, Professional Services, this contract requires City Council approval because it exceeds \$15,000.00.

RECOMMENDATION / SUGGESTED MOTION:

NO ACTION, DISCUSSION ITEM ONLY.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$25,704.00
BUDGETED:	\$400,000.00
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	802-820-90005/Capital Outlay- Improv Build/\$400,000.00
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	

Engineering Contract will be paid from account #802-820-90005 intended for roof replacement and improvements.

Attachments

- Engineering Contract
 - Proposal
 - Parking Lot Layout
-
-

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made on the 26th day of October 2016, between the City of San Luis, Arizona, a municipal corporation of the State of Arizona, ("City"), and James Davey and Associates of Yuma, Arizona, having a principal being a registered engineer of the State of Arizona ("Engineer"):

Witness:

By this agreement the City hereby engages the services of Engineer for the following described project ("Project"): Price Center Tenant Improvements

This project is being undertaken by the City of San Luis, Arizona and is to implement such improvements to include schematic design, roof replacement architectural services and parking lot expansion civil work for building improvements.

The accomplishment of the work and services described in this Agreement is necessary and essential to the city improvement program; and

The City desires to engage the Engineer to render professional engineering services for the project described in this Agreement, and the Engineer is willing to perform those services.

Therefore, in consideration of the premises and agreements contained here, the parties agree as follows:

Article I. Description of Project

A. Engineering design of Price Center Tenant Improvements. All for an estimated cost of \$25,704.00 ("Project"). Engineer will supply City with schematic design and cost estimate, parking lot expansion design and contract documents, and price center roof replacement architectural and structural services.

B. The term "estimated construction cost" is defined as the total estimated cost for the construction of the Project assigned to the Engineer under this Agreement for design, excluding fees or other costs for engineering, lands, and rights-of-way, and for legal and administrative procedures.

Article II. Engineer's Scope of Services

The Engineer shall perform professional engineering services relevant to the Project in accordance with the terms and conditions set forth here, and as provided in Exhibit I, which is attached to this agreement and by this reference made a part of it.

Article III. Changes in Scope

If changes occur either in the Engineer's Scope of Services or the Description of the Project, a supplemental agreement may be negotiated at the request of either party. For the purposes of such a change, the Engineer will supply to City an estimate of the cost for such change in services or project, and the amount paid for such change in services or project by City shall not exceed said estimate.

Article IV. Engineer's Fee

A. Basic Fee.

1. As compensation for Basic Services as described in Paragraph A of Exhibit I of this Agreement, and for services required in the fulfillment of Article II, the Engineer shall be paid a "Basic Fee," which shall constitute full and complete payment for those services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be the lump sum amount \$25,704.00.

2. The parties agree that the Basic Fee is based upon the Scope of Services to be provided by the Engineer and is not necessarily related to the estimated construction cost of the Project. In the event that the estimated construction cost differs from the estimated construction cost, the Engineer's compensation will not be adjusted unless the Scope of Services to be provided by the Engineer changes, and the adjustment is agreed to by the parties in writing pursuant to the provisions of Article III above.

B. Payment Schedule for Basic Fee.

The Basic Fee shall be paid in the following installments as the Engineer's work progresses:

1. Thirty percent (30%) of the Basic Fee upon completion and acceptance by the City of the necessary work in the Preliminary Design Phase. If the City terminates this Agreement after the completion and acceptance, no further fees shall be due the Engineer under Paragraph A of Article IV of this Agreement.
2. An additional sixty percent (60%) of the Basic fee upon completion and acceptance by the City of the necessary work in the Final Design Phase. If the City terminates this Agreement after that completion and acceptance, no further fees shall be due the Engineer under Paragraph A of Article IV of this Agreement.

3. The final ten percent (10%) of the Basic Fee prorated in accordance with the design progress, except that five percent (5%) of the Basic Fee shall be payable only upon acceptance of the Project, and receipt of approved, reproducible mylar "Record Drawings" of the Project plans prepared in a format prescribed by the Community Development Director.

C. Payment for Special Services.

As compensation for the services rendered by the Engineer as set forth in Paragraph B of Exhibit I of this Agreement entitled "Special Services," the City shall pay the Engineer such sums as may be agreed to by written amendment to this agreement. For such Special Services, Engineer agrees to furnish to City an estimate of cost for such special service. If the City agrees to have Engineer perform that service, Engineer agrees that the amount charged shall not exceed such estimate. Any agreement for such special service shall be as a supplemental agreement pursuant to Article III above.

D. Certified Cost Records.

The Engineer shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For those purposes, the books of account of the Engineer shall be subject to audit by the City. The Engineer shall complete work and cost records for all billings on those forms and in that manner as will be satisfactory to the City.

E. Gross Receipts Tax.

To the fees and other payments payable under this agreement, the Engineer may add any applicable gross receipts tax.

Article V. Ownership of Plans and Documents: Records

A. The field notes, design notes, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Engineer, however, copies of such records shall be furnished to City upon its request. All drawings of the construction plans, including any "as built" drawings, shall be the property of City. The City agrees that Engineer shall retain any common law copyright and that the City will not allow copies to be reproduced in a manner inconsistent with said common law copyright. The City shall be furnished, at no additional cost, a disk of all design drawings, including any "as built" construction drawings, with one set of reproducible mylars of the original drawings of the work.

B. The City shall make copies, for the use of the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer

under this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.

C. The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests that were developed in the course of work for the City and for which compensation has been received by the Engineer.

Article VI. Contract Times

The Engineer's work will be completed and ready for final payment within 60 calendar days of the date in the Notice to Proceed. No work shall commence before the Notice to Proceed is issued.

Article VII. Termination

A. This Agreement may be terminated by either party upon fifteen (15) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

B. This Agreement may be terminated by the City for its convenience upon twenty (20) days' prior written notice to the Engineer.

C. In the event of termination, as provided in this Article, the Engineer shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Article IV of this Agreement. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and that other information and materials as may have been accumulated by the Engineer in performing the services included in this Agreement, whether completed or in progress.

Article VIII. Assignment

This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

Article IX. Conflict of Interest

This agreement is subject to the Conflict of Interest Laws of the State of Arizona. It is subject to the cancellation provisions of A.R.S. §38-511.

Article X. Indemnity

To the fullest extent permitted by law, the Engineer agrees to defend and indemnify the City and its officers, agents, and employees against any and all actions of any character brought because of any injury or damage sustained by any person, persons, or property

resulting from any asserted negligent act, error, or omission of the Engineer or its agents or employees, in whole or in part. The indemnity required here shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

Article XI. Insurance

The Engineer agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided below with insurance companies authorized to do business in the State of Arizona, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Engineer shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or cancelled until forty-five days' prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

Workmen's Compensation Insurance.

Workmen's Compensation Insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of Arizona.

Liability Insurance.

Professional liability insurance in an amount not less than \$1,000,000.per claim and aggregate and automobile liability insurance in an amount not less than \$1,000,000.00, for injuries to any one person and \$1,000,000.00 on account of any one accident and in an amount of not less than \$500,000.00 for property damage to protect the Engineer and its agents from claims that may arise from services rendered under this Agreement, whether those services are rendered by the Engineer or by any of its agents or by anyone employed by either.

Article XII. Discrimination Prohibited

In performing the services required under this agreement, the Engineer shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

Article XIII. Administration of Agreement

The City Manager, or authorized representative, shall administer this Agreement for the City.

In Witness, the parties have executed this Agreement as of the day and year written first above.

The City of San Luis

James Davey and Associates

By:_____

By:_____

APPROVED AS TO FORM:

By:_____

City Attorney

Exhibit I. Duty of Engineer

The Engineer shall render professional engineering services as described below:

A. Basic Services.

1. Preliminary Design Phase.

a. Confer with the City to review its objectives and requirements, inspect the site of the work, review the available material assembled by the City, and discuss design criteria and scheduling.

b. Plan and make the necessary reconnaissance surveys and other field investigations, if any are required.

c. Prepare, preliminary plans, preliminary estimate of cost, and outline specifications.

(2) Preliminary engineering studies, preliminary plans, preliminary estimates of cost, and outline specifications, shall be submitted for review and comment by the City.

(3) The Engineer shall not proceed with further performance of Basic Services until receiving a written order to do so from the City.

2. Final Design Phase.

a. Confer with the City and other interested parties as required to review comments from the preliminary Design Phase submittal.

b. Prepare complete detailed working drawings and accompanying documents. All plans, specifications, documents, and layouts prepared by the Engineer shall conform to and comply with standard practice and design requirements of the City and applicable codes and ordinances. Drawings shall show existing utilities and their locations. Contract Documents shall indicate the sequence in which utilities are to be relocated, where applicable.

c. Prepare and submit a detailed Engineer's estimate of cost for the Project.

d. Detailed working drawings, specifications, and other Contract Documents to the City for review and comments.

e. Confer with the City and other interested parties or agencies as required to review comments from the preceding submission. Corrections and minor changes in the completed Contract Documents, which are required by the City, shall be made by the Engineer at no additional cost to the City.

f. After incorporation of comments, provide the City with the requested number of check sets of Contract Documents for the Project.

g. Upon final City approval of the contract documents and prior to the first Advertisement For Bids, provide the City with two sets of approved Contract Documents for the Project

3. The Construction Phase.

a. Assist the City in obtaining construction bids. Tabulate bids and furnish a recommendation regarding the award of the construction contract.

b. Upon award of the construction contract, provide the City with the requested number of sets of formal Contract Documents for the Project, including plans and specifications.

c. Assist the City in the execution of formal Contract Documents for the construction contract.

d. Furnish consultation and advice during construction of the work.

e. Make periodic inspections and observation of the work in progress and provide inspection reports.

f. Make periodic estimates and certificates of payment at intervals required by the specifications of the Project.

g. Prepare reproducible "as built" drawings to reflect construction as actually accomplished.

h.. Make final inspection and recommendation regarding acceptance of the work performed in the construction contract. In performing construction inspection and observation, it is expressly understood and agreed that the Engineer will exert all reasonable effort to insure compliance with requirements of the construction contract, but the Engineer does not guarantee the performance of the Contractor.

B. Special Services.

Only when directed in writing by the City, the Engineer shall furnish or acquire for the City requested professional and technical services not covered by the Basic Services.

C. Performance.

1. The Engineer agrees that, immediately upon the execution of this Agreement, it will enter upon the duties prescribed in this agreement, proceed with the work continuously, and make the various submittals on or before the schedule specified here. The City is

not liable and will not pay the Engineer for any services rendered before written authorization is received by the Engineer.

2. The Engineer shall submit:

a. Preliminary engineering studies and field investigations as may be required;

b. Preliminary plans, outline specifications, and preliminary estimate of costs.

c. Final Design Phase plans, specifications, estimate of cost, and bid proposal documents for review.

d. Final construction contract documents ready for bid.

e. "As built" drawings after satisfactory completion of the Project.

3. If any delay is caused to the Engineer by order of the City to change the design or plans; or by failure of the City to designate right-of-way, or to supply or cause to be supplied any data not otherwise available to the Engineer that is required in performing the work described; or by other delays due to causes entirely beyond the control of the Engineer; then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the City and the Engineer at the moment a cause for delay occurs.

4. Since the work of the Engineer must be coordinated with the activities of the City, the Engineer shall advise the City in advance, of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.



**Proposal for Engineering Services
City of San Luis**

Price Center - Tenant Improvements - Schematic Design, Roof Replacement and Parking Lot Expansion

Prepared by: James Davey and Associates, Inc.

September 21, 2016

Item	Description	Principal Engineer	Project Engineer	Engineering Technician	Survey Crew	Direct Costs	Comments
1	Project Management and Meetings	4					
<u>Schematic Designs and Cost Estimates (for ADES/NAU Tenant Improvements)</u>							
1		12.7					Services performed during July, 2016 (See attached JDA Timesheet Records and Sternco Invoice)
2	Sternco Engineers					\$5,470	
<u>Parking Lot Expansion and Civil Work for Building Improvements</u>							
1	Topographic Survey of New Parking Lot Area		2		8		
2	Prepare Survey Base Sheets		1	12			
3	Parking Lot Design						Based on Gravel Parking Lot with Curb
	Dimensioned Site Plan	1 Sheet	18 Hrs/Sheet	2	16		
	Grading and Drainage Plan	1 Sheet	20 Hrs/Sheet	4	16		
	Details	1 Sheet	12 Hrs/Sheet	2	10		
4	Prepare Contract Documents		16				Civil Specs plus Contract (Bid Sheet, Bonds, Insurance, Etc.) for overall project.
5	USBR Coordination and Permitting		8				
<u>Price Center Roof Replacement</u>							
1	Architectural and Structural Engineering Services					\$7,450	See Proposal from Sternco Engineers, Inc. (attached.)
<u>Bidding and Construction Services</u>							
	<i>To be determined</i>						
Total Estimated Hours		16.7	35	54	8	\$12,920	
Hourly Rates		\$140	\$120	\$80	\$160	x 1.05	
Subtotals		\$2,338	\$4,200	\$4,320	\$1,280	\$13,566	
TOTAL FEE ESTIMATE						\$25,704	



202 South 1st Ave, Suite 205 ■ Yuma, Arizona 85364
 P.O. Box 1132 ■ Yuma, Arizona 85366
 (888) 782-3601 ■ (928) 782-3601
 Fax: (928) 782-1088 ■ www.sterncoengineers.com

An Agreement for the Provision of Limited Engineering Services

Client: James Davey and Associates, Inc. **ATTN:** Jim Davey
Address: 1025 W 24th Street, Ste 2 **Phone:** 928-782-7926
 Yuma, AZ 85364 **Email:** jdavey@jdcivil.com

Date: 09/19/16
Quote #: Q2016-09-013
Project Name/Location: Price Center Roof / San Luis, AZ

Scope/Intent and Extent of Services: Architectural and Structural to create construction documents for removal (demo – prep) and replacement of existing roof system. Specify new insulation to improve building envelope and new roofing system. Structural to verify existing roof capacity for selected roofing and insulation system. Assumes no changed to existing HVAC units or rooftop equipment. Assumes replace all roof drain leaders, repair/replace existing parapet flashing, etc. Provide permitting, bidding assistance, and Construction Review during construction. Structural to be provided as a sub-consultant to Sternco. Reproductions by others. As-builts will be based on contractor redlines.

Fee Arrangement: Architectural Plans & Specs	\$ 5,200
IECC Code Compliance – Envelope	\$ 750
<u>Structural</u>	<u>\$ 1,500</u>
Design Fees Total, includes RFI responses	\$ 7,450
Permitting & Bidding Assistance	\$ 1,500
Construction Review:	\$ 2,000
Submittal Review: (1) per discipline A	\$ 250 each
Site Inspections/Observations	\$ 300 each
As-builts, Close-out Review	\$ 300

Retainer Amount: Ø

Special Conditions: This quote is project and scope specific. Any changes to the project scope will require a revision to this quote and/or a change order. Documents will be delivered via email in pdf format. Included services are indicated in the scope above and checkboxes below. Unless indicated as described, all other services are excluded from this fee agreement. The pricing provided above is valid for 30 days.

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Reproductions provided as a reimbursable cost | <input checked="" type="checkbox"/> Travel – site visits to projects outside of Yuma | <input checked="" type="checkbox"/> Site Inspections or Observations |
| <input checked="" type="checkbox"/> Plan check responses | <input type="checkbox"/> Photometric Calcs – see scope | <input type="checkbox"/> Special Inspections |
| <input checked="" type="checkbox"/> Permit processing/management through AHJ | <input type="checkbox"/> Pre-development Meeting with AHJ | <input checked="" type="checkbox"/> Answers to RFI's |
| <input checked="" type="checkbox"/> Complete PM of sub-consultants | <input checked="" type="checkbox"/> As-Builts (CAD work) | <input checked="" type="checkbox"/> Submittal Review – (1) re-submittal only. Additional reviews will be billed hourly. |
| <input type="checkbox"/> Power Co. Coord. | <input type="checkbox"/> Dry Utilities Co. Coord. | <input type="checkbox"/> Wet Utilities Co. Coord./UME |

THE TERMS AND CONDITIONS ON PAGE 2 ARE A PART OF THIS AGREEMENT. THE SIGNATURE BELOW CONSTITUTES STERNCO'S INTENTION TO PROVIDE SERVICES AS STATED IN THIS AGREEMENT. ANY NOTES OR MODIFICATIONS TO THIS AGREEMENT MUST BE INITIALED BY THE AUTHOR.

Offered by: _____ 09/19/16
 (Signature and date)
 John R. Sternitzke, P.E.
 (Printed name and title)

Accepted by: _____
 (Signature and date)

 (Printed name and title)

TERMS AND CONDITIONS

Sternco Engineers, Inc. shall perform only the services outlined in this agreement for the quoted fee and arrangement.

Access To Site: Sternco Engineers, Inc. shall have full access to the site/project for such inspections, testing, site review, or any other activities deemed appropriate by Sternco Engineers, Inc. for the performance of its services. Although Sternco Engineers, Inc. will take precautions to minimize damage to the site/project, Sternco Engineers, Inc. shall not be responsible for any damage to the site/project related to Sternco Engineers, Inc. services.

Fee: The quoted fee, unless stated as a fixed fee is only a professional estimate and shall not be exceeded by more than ten percent without written approval of the client. Where the fee arrangement is based on an hourly basis, the rates shall be as follows:

Principal: \$150.00/hr	Senior Engineer: \$90.00/hr	Project Engineer: \$70.00/hr	Designer 1: \$80.00/hr
Designer 2: \$55.00/hr	CAD Drafting: \$55.00/hr	Admin/Clerical: \$35.00/hr	

Billings/Payments: Invoices for Sternco Engineers, Inc. services shall be submitted, at Sternco Engineers, Inc. option, upon completion of such services, or on a monthly basis. Invoices shall be paid in full no later than 30 days after the invoice date. If the invoice is not paid in full within 30 days, Sternco Engineers, Inc. may, without waiving any claim or right against the client, and without liability whatsoever to the client, terminate this agreement. Retainers shall be credited on the final invoice. Standard Invoice shall prevail. Details of billings are generally not provided and if requested, shall be done prior to engagement, and included as a part of this agreement.

Late Payments: Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (18% per annum) on the unpaid balance, at the sole election of Sternco Engineers, Inc. In the event any portion of an account remains unpaid 60 days after the invoice date, the client shall pay all costs of collection, including Sternco Engineers, Inc. reasonable attorney's fees.

Indemnification: The client shall defend, indemnify and save and hold harmless Sternco Engineers, Inc., its personnel and agents from and against any and all claims, lawsuits, damages, losses and expenses (including reasonable attorney's fees) arising out of, or resulting from, the performance of the services, if such claim, lawsuit, damage, loss or expense is alleged to be caused in whole, or in part, by the actions or conduct of the client, its agents (except Sternco Engineers, Inc.) or anyone for whose acts client or its agents may be liable.

Risk Allocations: In recognition of the relative risks, rewards and benefits of the project to both the client and Sternco Engineers, Inc., the risks have been allocated such that the client agrees that to the fullest extent permitted by the law, Sternco Engineers, Inc. total liability to the client for any and all injuries, claims, losses, expense, damages or claim expenses whatsoever arising out of this agreement from any cause or causes whatsoever, shall not exceed two times Sternco Engineers, Inc. actual fee or \$50,000, whichever sum is less. Such causes include, but are not limited to, Sternco Engineers, Inc. negligence, errors, omissions, strict liability, breach of contract, or breach of any warranty.

Termination of Services: This agreement may be terminated by the client or Sternco Engineers, Inc. should the other fail to timely perform its obligations hereunder. Prior to termination of this agreement, the non-breaching party shall provide 5 days advance written notice to the breaching party specifying the breach and that the agreement shall terminate if the breach is not completely corrected within 5 days. In the event of termination, the client shall pay the firm for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

Ownership of Documents: All documents produced or reviewed and sealed by Sternco Engineers, Inc. under this agreement shall remain the property of Sternco Engineers, Inc. and may not be used by the client for any other project or for any other purpose without the prior written consent of Sternco Engineers, Inc.

Responsibility for Design: It is neither practical nor customary for Sternco Engineers, Inc. to include all construction details in plans and specifications. Typically Sternco Engineers, Inc. or an individual who is under the direct supervision of Sternco Engineers, Inc. may be required for construction review. Construction review by Sternco Engineers, Inc. permits Sternco Engineers, Inc. to identify and correct problems at low cost. Construction review is generally considered an essential element of a complete design professional service. If Sternco Engineers, Inc. is not directed to provide construction review, the client agrees Sternco Engineers, Inc. shall not be held responsible for any design problems or omissions or any loss or damages resulting there from.

Productivity Clause: For the purpose of this agreement, it is understood client shall deliver to Sternco Engineers, Inc. complete base sheets, floor plans, architectural, details, reflected ceiling plans, wall sections, building sections, related documents and any other documents requested by Sternco Engineers, Inc. Sternco Engineers, Inc. quoted fee is based upon productive use of time as quoted. If changes in the architectural program should occur, in addition to the quoted fee, Sternco Engineers, Inc. shall invoice the client hourly, per the rate schedule for those extra costs.

Applicable Laws: This agreement shall be governed by the laws of the State of Arizona and any action to enforce or interpret this agreement shall be commenced and completed in Yuma County, Arizona and not elsewhere. Each party specifically submits to the jurisdiction and venue in Yuma County, Arizona.

Entire Agreement: This agreement represents the entire agreement between Sternco Engineers, Inc. and client and may not be altered, modified or changed except by a written document dated and signed by both Sternco Engineers, Inc. and client.

Other



P O B O X 1 1 3 2
Y u m a , A Z 8 5 3 6 6

202 South 1st Ave, Suite 205 ♦ Yuma, Arizona 85364
P.O. Box 1132 ♦ Yuma, Arizona 85366
Ph: (928) 782-3601 ♦ Fax: (928) 782-1088

www.sterncoengineers.com

Invoice for Professional Services Rendered

James Davey & Associates
1025 West 24th Street, Suite 2
Yuma, AZ 85364

Invoice Number: 163478001
Invoice Date: 8/1/16
Due Date: 8/11/16
Terms: Net 10 Days
Purchase order: SLPC

Professional services per Sternco Service Agreement Q2016-06-019rev2	3478	
Schematic Design Field work		
Programing		
1st Invoice 07/01/16 thru 07/31/16		5,470.00

CSL-15
POSTED
8/11

THANK YOU FOR YOUR BUSINESS

Check No./CM:

Less Payments/Credit Received:

TOTAL 5,470.00

STERNCO ENGINEERS INC.
Employee Time
For the Period From Jul 1, 2016 to Jul 31, 2016

Filter Criteria includes: 1) Job IDs from 3478 to 3478. Report order is by Employee ID. Report is printed in Detailed Format.

Employee Name	Job ID	Phase Description	Ticket Date	Billing Rate	Unit Duratio	Total Unit D	Billing Amount	Total Billing	
SARA B. LARSON	3478	Programming/Pre-Design	7/7/16	80.00	3.50		280.00		
	3478	Schematic Design	7/11/16	80.00	6.25		500.00		
	3478	Schematic Design	7/12/16	80.00	1.50		120.00		
	3478	Schematic Design	7/13/16	80.00	0.50		40.00		
	3478	Schematic Design	7/14/16	80.00	0.50		40.00		
	3478	Schematic Design	7/14/16	80.00	4.00		320.00		
	3478	Schematic Design	7/19/16	80.00	3.75		300.00		
	3478	Schematic Design	7/20/16	80.00	0.25		20.00		
	3478	Schematic Design	7/21/16	80.00	0.75		60.00		
	3478	Schematic Design	7/25/16	80.00	0.50		40.00		
	3478	Schematic Design	7/25/16	80.00	1.00		80.00		
	3478	Schematic Design	7/26/16	80.00	2.25		180.00		
							24.75		1,980.00
	NICK RAMOS	3478	Programming/Pre-Design	7/11/16	80.00	1.75		140.00	
3478		Programming/Pre-Design	7/12/16	80.00	1.00		80.00		
3478		Programming/Pre-Design	7/14/16	80.00	2.00		160.00		
3478		Programming/Pre-Design	7/14/16	80.00	4.00		320.00		
3478		Schematic Design	7/14/16	80.00	1.00		80.00		
						9.75		780.00	
Joshua Ramos	3478	Schematic Design	7/25/16	50.00	1.00		50.00		
						1.00		50.00	
ROBERT RAMOS	3478	Schematic Design	7/25/16	70.00	1.00		70.00		
	3478	Schematic Design	7/26/16	70.00	4.50		315.00		
	3478	Schematic Design	7/27/16	70.00	2.50		175.00		
						8.00		560.00	
JOHN R. STERNITZKE	3478	Programming/Pre-Design	7/11/16	150.00	2.00		300.00		
	3478	Programming/Pre-Design	7/12/16	150.00	1.00		150.00		
	3478	Programming/Pre-Design	7/13/16	150.00	1.00		150.00		
	3478	Programming/Pre-Design	7/14/16	150.00	1.00		150.00		
	3478	Programming/Pre-Design	7/18/16	150.00	2.00		300.00		
	3478	Programming/Pre-Design	7/19/16	150.00	1.00		150.00		
	3478	Programming/Pre-Design	7/20/16	150.00	1.00		150.00		

STERNCO ENGINEERS INC.
Employee Time
For the Period From Jul 1, 2016 to Jul 31, 2016

Filter Criteria includes: 1) Job IDs from 3478 to 3478. Report order is by Employee ID. Report is printed in Detailed Format.

Employee Name	Job ID	Phase Description	Ticket Date	Billing Rate	Unit Duratio	Total Unit D	Billing Amount	Total Billing
	3478	Programming/Pre-Design	7/21/16	150.00	1.00		150.00	
	3478	Programming/Pre-Design	7/25/16	150.00	3.00		450.00	
	3478	Programming/Pre-Design	7/26/16	150.00	1.00		150.00	
						14.00		2,100.00
						57.50		5,470.00

Project Detail

Wednesday, September 21, 2016

2:03:41 PM

James Davey and Associates, Inc.

Through 7/2016

Show Unposted

			Regular Hours	Billing
Project Number: CSL-15 Price Center - Site Work and TI's				
Phase Number: DES Design				
Labor				
Y B	DAVEYJ Davey, James	6/9/2016	1.00	140.00
	Coord w/ JT, Sternco, Set up project			
Y B	DAVEYJ Davey, James	6/13/2016	.20	28.00
	Meeting Setup			
Y B	DAVEYJ Davey, James	6/16/2016	2.00	280.00
	Meeting with CofSL - Scoping, To Site			
Y B	DAVEYJ Davey, James	6/27/2016	.50	No Charge
	Sternco Proposal			
Y B	DAVEYJ Davey, James	6/30/2016	1.00	
	Cost Proposal to JT			
Y B	DAVEYJ Davey, James	7/5/2016	1.75	245.00
	Proposal to CofSL, Rough Costs, Mtg Setup			
Y B	DAVEYJ Davey, James	7/6/2016	.50	70.00
	Set Up Mtg w/ SEI/CofSL			
Y B	DAVEYJ Davey, James	7/7/2016	2.00	280.00
	To CofSL - Met with City Mgr, Sternco, Staff on scope			
Y B	DAVEYJ Davey, James	7/11/2016	1.00	140.00
	conf call with AzDES			
Y B	DAVEYJ Davey, James	7/21/2016	1.00	140.00
	NAU Conf. Call			
Y B	DAVEYJ Davey, James	7/25/2016	2.75	385.00
	Prepare preliminary layout of parking lot, cost estimate			
Y B	DAVEYJ Davey, James	7/27/2016	.25	35.00
	em's on USBR - BLM R/W			
Y B	DAVEYJ Davey, James	7/29/2016	.25	35.00
	tc w/ JS - status - land			
	Total for DAVEYJ		14.20	
Total for CSL-15			14.20	\$1788.00

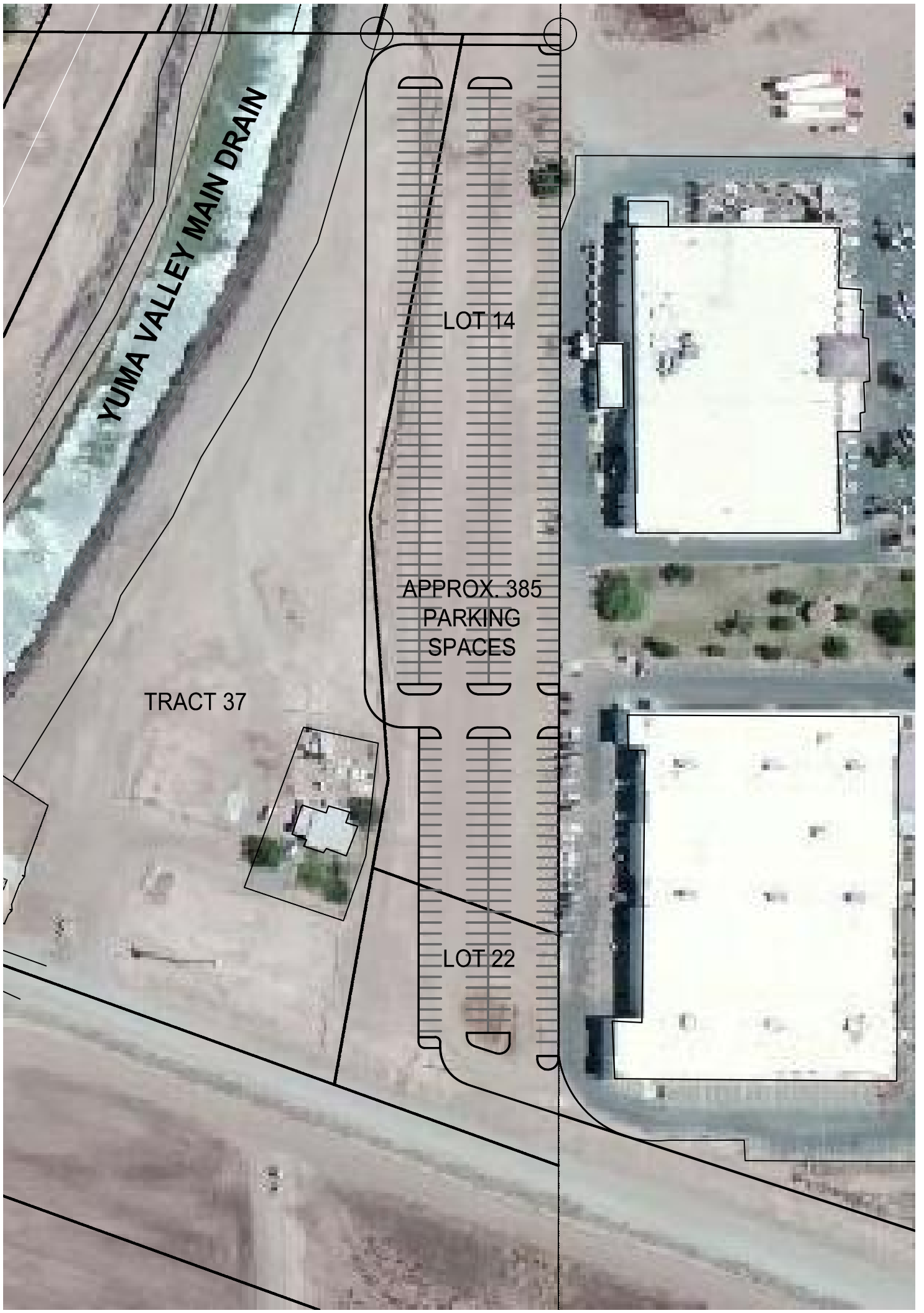
YUMA VALLEY MAIN DRAIN

TRACT 37

LOT 14

APPROX. 385
PARKING
SPACES

LOT 22





AGENDA ITEM REVIEW FORM

Work Session

2. B.

Meeting Date: 10/19/2016

Department Head: Jenny Torres, Community Development Director, Community Development Department

Submitted By: Dania Castillo, Economic Development Assistant, Community Development Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding the Independent Contract Agreement with Mexes to provide professional services for the 4Fronted Binational Region. **(Jenny Torres, Community Development Director)**

SUMMARY:

The City of San Luis and its member agencies composed of the City of Yuma, City of Somerton, Town of Wellton and Yuma County established and financially supported a bi-national program focused on promoting growth and expanding economic opportunities in the regions of Yuma County, San Luis Rio Colorado, Sonora, Mexico and regions within Baja California, Mexico. The member agencies are interested in contracting with an independent contractor to serve as a bi-national coordinator for the 4FrontED Region to meet the program's goals and objectives. A bi-national budget was agreed upon by all member agencies to include an amount not to exceed **\$24,000.00** for the independent contractor services for fiscal year 2016-2017.

RECOMMENDATION / SUGGESTED MOTION:

NO ACTION, DISCUSSION ITEM ONLY.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$6,800.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000/Council Contractual Services/Remaining Balance \$281,241.64

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

Funds budgeted under Council Contractual Services in account no. 100-110-80000. The balance will be paid by other member agencies funding allocation not to exceed \$24,000.00 for fiscal year 2016-2017.

Attachments

Independent Contract Agreement

**CITY OF SAN LUIS
INDEPENDENT CONTRACTOR AGREEMENT
FOR 4FRONTED BI-NATIONAL COORDINATOR**

This Independent Contractor Agreement (“Agreement”) entered into this 26th day of October, 2016, between CITY OF SAN LUIS (“CITY”), a municipal corporation, with its principal office located at 1090 E. Union Street, San Luis, Arizona, 85349, and Arturo Alonso Bastidas Gamez, an individual, with an address of 2308 ML King Street, Calexico, California 9221 (“Contractor”). The term “party” or “parties” as used herein refers to CITY, Contractor, or both, as appropriate. The parties agree to, and the Agreement sets forth, the following:

WITNESSETH:

WHEREAS, regional efforts have been initiated and endorsed by the municipal Mayors within Yuma County, Arizona, and by the County of Yuma, to have a focused, coordinated effort with a single mission to promote regional assets, advocate on behalf of regional issues throughout all organizations, private businesses and citizens of the 4FrontED Bi-National Region (the “Region”);

WHEREAS, the 4FrontED Region is defined as Yuma County, Arizona, U.S.A.; San Luis Rio Colorado, Sonora, Mexico and regions within Baja California Norte, Mexico bordering the municipality of San Luis Rio Colorado, Sonora, Mexico and Yuma County, Arizona, U.S.A.

WHEREAS, the respective representatives of Yuma County, the City of Yuma, the City of San Luis, the City of Somerton, and the Town of Wellton entered into a Binational Agreement to Fund the Coordination of a 4FrontedED Bi-National Region Under the CITY OF SAN LUIS on the 26th day of October, 2016 (“Binational Agreement”);

WHEREAS, CITY and its member agencies shall have oversight of the Bi-National program through the funding of all the member agencies, including the hiring for, and the oversight of, the Bi-National Coordinator position;

WHEREAS, a panel of members held interviews seeking to hire a part-time, bi-lingual and bi-cultural coordinator to serve in the position of Bi-National Coordinator for the Region as an independent contractor of the CITY;

WHEREAS, Contractor is willing and able to provide these services and serve in the position of Bi-National Coordinator for the 4FrontED Region as an independent contractor; and

WHEREAS, the parties desire to enter into an Independent Contractor Agreement for the position of Bi-National Coordinator for the 4FrontED Region;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises hereinafter given, CITY and Contractor hereby agree as follows:

SECTION ONE - DESCRIPTION OF WORK

The work to be performed by Contractor includes those services generally performed by Contractor in Contractor's usual line of business to meet the initial program objectives of the Region, including, but not limited to, those duties specified in **Exhibit "A", Scope of Work**, attached hereto and incorporated herein by this reference.

SECTION TWO - PRICE AND PAYMENT

CITY agrees to pay Contractor a not-to-exceed payment of Two Thousand Dollars and No Cents (\$2,000.00) per month, payable on the first Thursday of each following month for work done during the initial Term of this Agreement. Contractor agrees to accept such amount as full payment for its work and to sign such waivers of lien, affidavits and receipts as CITY shall request in order to acknowledge payment.

SECTION THREE - EXPENSES

CITY shall pay for Contractor's expenses in accordance with **Exhibit "B", 4FrontED Bi-National Budget**, attached hereto and incorporated herein by this reference, during the initial Term of this Agreement. CITY shall not reimburse Contractor for travel and other expenses paid or incurred by Contractor in the performance of work provided under this Agreement beyond what is specified in **Exhibit "B"**. Contractor agrees to provide receipts and documentation to CITY for travel and other expenses paid or incurred.

SECTION FOUR - TERM

The Term of this Agreement shall begin October 26th, 2016, and continue until June 30th, 2017, unless sooner terminated as provided herein. The Term of this Agreement may be extended, in writing, on a month-to-month basis at the sole discretion of CITY or its member agencies.

This contract is subject to cancellation under the provisions of A.R.S. Section 38-511.

SECTION FIVE - INDEPENDENT CONTRACTOR RELATIONSHIP

Contractor is an independent contractor and is not an employee, servant, agent, partner or joint venture of CITY. CITY shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by CITY. CITY is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes Contractor. Neither Contractor nor its employees shall be entitled to receive any benefits which employees of CITY are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, retirement, or Social Security on account of their work for CITY.

SECTION SIX - EMPLOYEES OF CONTRACTOR

Contractor shall be solely responsible for paying its employees. Contractor shall be solely responsible for paying all FICA and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for Contractor and its employees, servants and agents.

Pursuant to A.R.S. §41-4401(A), The Developer warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with § 23-214, subsection A, e-verify. A breach by the Developer of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The City retains the legal right to inspect the papers of any contractor or subcontractor employee who works under this Agreement to ensure that the Developer or Developer's subcontractor or subcontractors are complying with this warranty.

SECTION SEVEN - CONFIDENTIALITY / RETURN OF DOCUMENTS

Contractor shall enter into a confidentiality agreement with CITY and its member agencies, which is incorporated herein by this reference. Contractor acknowledges and agrees that any and all confidential information is, and at all times shall remain, the sole and exclusive property of CITY and its member agencies.

Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of CITY or its member agencies, shall be the sole and exclusive property of CITY and its member agencies, and shall be returned to CITY upon the termination of this Agreement, or upon the written request of CITY.

SECTION EIGHT - INSURANCE

Contractor shall procure, at Contractor's expense, and furnish CITY with current certificates of insurance coverage for general liability insurance with a minimum limit of \$500,000.00 per occurrence for bodily injury, personal injury and property damage; motor vehicle insurance; and such other insurance as CITY may require from time to time. Contractor shall maintain such insurance coverages and shall furnish CITY with certificates of renewal coverage and proofs of premium payments.

SECTION NINE - RISK; INDEMNIFICATION

Contractor shall perform the work at its own risk. Contractor assumes all responsibility for the condition of tools, equipment, and material used in the performance of this Agreement by its employees, servants and agents. Contractor shall indemnify and hold harmless CITY and its member agencies from any claim, demand, loss, liability, damage or expense arising in any way from Contractor's work.

SECTION TEN - ASSIGNMENT

CITY may assign any or all of its rights and duties under this Agreement at any time and from time to time to a successor in interest or related entity without the consent of Contractor. Contractor may not assign any of its rights or duties under this Agreement without the prior written consent of CITY.

SECTION ELEVEN - TERMINATION / CANCELLATION

Either party may terminate this Agreement with or without cause with prior, written notice to the other. For purposes of this Agreement, "cause" shall mean: (i) conviction of Contractor or any of its employees, agents or officers of any crime (whether or not involving CITY constituting a felony in the jurisdiction involved); (ii) Contractor or any of its employees, agent or officers engaged in any

substantiated act involving moral turpitude; (iii) Contractor or any of its employees, agent or officers engaged in any act which, in each case, subjects, or if generally known would subject, CITY to public ridicule or embarrassment; (iv) gross neglect or misconduct in the performance of Contractor's duties under this Agreement; (v) willful failure or refusal to perform such duties as may reasonably be assigned to Contractor; or (vi) material breach of any provisions of this Agreement by Contractor. Termination for cause shall be effective immediately when given, unless an alternative termination date is expressly stated in the notice of termination.

If this Agreement is terminated without cause by either party, the terminating party shall provide a minimum of forty-five (45) days prior, written notice of the termination. The terminating party shall ensure that the effective date of termination is expressly stated in the notice; however, in no event shall the effective date of termination be any earlier than forty-five (45) days from the date of the notice of termination. Contractor shall be required to complete the work under this Agreement during the period leading up to the date of termination, and Contractor shall be entitled to the continuation of compensation for the period leading up to the date of termination.

SECTION TWELVE - NON-WAIVER

The failure of either party to this Agreement to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

SECTION THIRTEEN - NO AUTHORITY TO BIND CITY AND MEMBER AGENCIES

Contractor has no authority to enter into contracts on behalf of CITY or its member agencies. This Agreement does not create a partnership between the parties.

SECTION FOURTEEN - NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party, or by certified mail, return receipt requested. If notice is delivered by mail, it shall be delivered to the address shown below, or substituted address acknowledged in writing by both parties. The following is the initial address selected by each party:

If to CITY: Tadeo De La Hoya, Interim City Manager
City of San Luis
1090 E. Union Street
San Luis, Arizona 85349
928.341.8520 office

If to Contractor: Arturo Alonso Bastidas Gamez
Mexes
2308 ML King Street
Calexico, California 92231
(717) 405-5231

SECTION FIFTEEN - ENTIRE AGREEMENT

This is the entire agreement between the parties and any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION SIXTEEN - SEVERABILITY

If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof.

SECTION SEVENTEEN - ARBITRATION

In the event that any difference or dispute shall arise as to the interpretation of this Agreement, or the respective rights and obligations of the parties hereunder, or if any matter touching upon CITY's operations, or the management thereof is not conclusively dealt with hereunder, or if this Agreement or any part of it shall be void for uncertainty, then any such difference, dispute or uncertainty shall be referred to arbitration pursuant to the then current Arizona Arbitration Act.

SECTION EIGHTEEN - 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 for representation in the court (including, without limitation, bankruptcy court), court costs, costs of investigation, and other related expenses.

SECTION NINETEEN - COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when taken together shall constitute fully executed originals.

SECTION TWENTY - GOVERNING LAW

The parties agree this Agreement 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 a court of proper jurisdiction in Yuma County, Arizona.

SECTION TWENTY-ONE – CAPTIONS

Captions and paragraph headings used in this agreement are for convenience only, and are not a part of this Agreement, and shall not be deemed to limit or alter any provisions of this Agreement, and shall not be deemed relevant in construing the Agreement

SECTION TWENTY-TWO – TIME IS OF THE ESSENCE

Time is of the essence in each and every provision hereof.

SECTION TWENTY-THREE – REPRESENTATION

Each individual executing this Agreement represents and warrants that the individual has the complete and full authority to enter into this Agreement on behalf of the party for whom the individual signs.

SECTION TWENTY-FOUR – BINDING EFFECT

Subject to the limitations upon assignments and transfers herein contained, this Agreement shall be binding upon and inure to the benefits of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, CITY and Contractor have executed this Independent Contractor Agreement for 4FrontED Bi-National Coordinator, effective as of the date above.

CITY OF SAN LUIS

CONTRACTOR

By: Tadeo De La Hoya
Its: Interim City Manager

By: Arturo Alonso Bastidas
Its: Mexes Owner

Approved as to Form

Kay Marion Macuil
San Luis City Attorney

Attest

Kay Marion Macuil
San Luis City Attorney

EXHIBIT A, SCOPE OF WORK

Binational Cluster Development

- Identify, map, and define binational regional business clusters such as advanced manufacturing opportunities. Established and/or strengthen relationships with companies in northern Mexico in aerospace, automotive, electronic, agribusiness, and electrical devices and promote the region's logistics/distribution and cost competitive advantages for potential advanced manufacturing opportunities. Sustain the momentum with the University of Arizona cluster work and the North American Research Partnership cluster mapping.
- Engage the region's manufacturer in the RevAZ(Arizona Commerce Authority's Manufacturing Extension Partnership program), particularly with the ExportTech Boot Camp.
- Further leverage the economic benefit of the agriculture trade moving through the San Luis Port of Entry. Maintain and grow agribusiness trade by addressing binational infrastructure and transportation improvements from major growing regions in Mexico and strengthening relationships throughout western Mexico. Continue to expand value-add produce opportunities in package food.
- Work to attract foreign direct investment (FDI) projects within the transportation, tourism, and economic development sectors. Leverage the international and foreign investment partners working with the University of Arizona Yuma Center of Excellence for Desert Agriculture to attract a larger footprint in the region.
- Focus on manufacturing industries to provide higher average wages, creates more indirect economic activity for the region, impacts the regional tax base, and attracts new revenues to the region resulting in an expanded economy through the following manufacturing sectors: perishable prepared food, storage battery, fluid milk, aircraft, fabricated structural metals, metal stamping, truck trailer, sign, unmanned vehicle and computerized numerical control machining.
- Continue to implement the IMPC strategy working collaboratively to develop and promote advanced manufacturing.
- Work with existing industries to improve access to and attraction of supply chain businesses to the 4FRONTED region.
- Actively engage the private sector and regional businesses to assist in the implementation of the 4FRONTED initiative.

Strengthen Binational Workforce Development

- Broaden the educational exchange between the region's institutions and Mexico by establishing a binational education task force to ensure a stronger regional labor force that meets the current and future needs of the regional businesses.
- Collaborate with Arizona Western College and Northern Arizona University to target advanced degrees to maquila managers or leadership.

Develop Binational Tourism

- Work collaboratively to leverage existing tourism assets and further develop visitor destinations within the binational region. Create and actively implement a binational tourism development and marketing program with a focus on recreation and culture.
- Implement a strategy to develop and attract medical tourism to the 4FRONTED region.
- Develop and promote a binational calendar of events.

Leverage Port of Entry and Border Infrastructure Investments

- Aggressively promote the San Luis commercial port of entry.
- Continue to pursue improvements to the port of entry.
- Pursue increased port of entry staffing to improve efficiencies of border crossings.
- Build cross-border public transportation, bicycling and pedestrian improvements.

Spur Innovation and Entrepreneurism

- Leverage the San Luis Business Incubator to foster business growth in manufacturing, machining, distribution, and support businesses.
- Make the 4FRONTED binational region an entrepreneurial hub by leveraging the U.S. entrepreneurial visa program that can promote new business start-ups and innovation.

Maximize Developable Industrial Land

- Move forward with development strategies to ensure that the border industrial land is ready for manufacturing facilities. Focus on project readiness of industrial sites.

Continue to Improve Regional Infrastructure

- The cities of San Luis, San Luis Rio Colorado, Somerton, Wellton, and Yuma are committed to building a rail connection between the city of San Luis Rio Colorado and Yuma to support economic development.
- Work to implement the project priorities identified in the Border Master Plans (2013)
- Prioritize regional infrastructure projects to support economic development efforts and pursue grant funding.

EXHIBIT B, BUDGET



4frontED Binational Budget

				Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
Trade Shows																
WORLD AG EXPO	International Agri-Center, Tulare, CA.	Agriculture	June 8th 2017	\$ 700.00												\$ 700.00
SEMANA NACIONAL DEL EMPRENDEDOR	Expo Bancomer, CDMX, Mexico.	Entrepreneurship	July 13th 2017	\$ 700.00												\$ 700.00
Baja Aero (Booth)	Tijuana, Mexico	Aerospace	September 13th 2016				\$ 650.00									\$ 650.00
World Medical Tourism Show	Washington DC	Medical Tourism	September 25th 2016				\$ 2,200.00									\$ 2,200.00
HIGH POINT, NC FURNITURE	High Point North Carolina	Furniture Mfg	October 22nd 2016					\$ 1,375.00								\$ 1,375.00
AG Connect Expo	Orlando, Florida	Agriculture	January 13th 2017							\$ 1,375.00						\$ 1,375.00
DEL MAR ELECTRONICS & DESIGNS	Del Mar, California	Electronics	February 2nd 2017								\$ 195.00					\$ 195.00
G2E GLOBAL GAMING EXPO	Las Vegas, Nevada	Electronics	February 28rd 2017								\$ 700.00					\$ 700.00
REVERSE LOGISTICS CONF & EXPO	Atlanta, Georgia	Logistics	February 23rd 2017								\$ 1,375.00					\$ 1,375.00
AgroBaja (Booth)	Mexicali, Mexico	Agriculture	March 10 2017										\$ 650.00			\$ 650.00
EXPO CARGA	Mexico City, Mexico	Logistics	April 26th 2017											\$ 700.00		\$ 700.00
FOOD PROCESSING EXPO	Sacramento, California	Food Processing	May 3rd 2017												\$ 700.00	\$ 700.00
Trade Shows Total				\$700	\$700	\$0	\$2,850	\$1,375	\$0	\$0	\$1,375	\$2,270	\$680	\$700	\$700	\$11,320.00
E-Marketing Campaigns																
LinkedIn Advertising	Pay Per Click Ads (100 clicks per month)			\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 900.00
Newsletter Tool	Constant Contact			\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 300.00
Graphic Design	20 Hrs. per month			\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 2,400.00
Webpage Improvements	Maintenance and improvements								\$ 800.00							\$ 800.00
E-Marketing Campaign Total				\$300	\$300	\$300	\$300	\$300	\$1,100	\$300	\$300	\$300	\$300	\$300	\$300	\$4,400.00
Graphic Design and Materials																
Display Materials for Tradeshows	2 Banners, Back Display and Table Cloth					\$ 1,250										\$ 1,250.00
Printed Brochures	Tradeshows deliverables					\$ 200						\$ 200				\$ 400.00
Administration Total				\$0	\$0	\$1,450	\$0	\$0	\$0	\$0	\$0	\$0	\$200	\$0	\$0	\$1,650.00
Administration																
Bi-National Coordinator	Arturo Bastidas			\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 24,000.00
Miscellaneous	Miscellaneous			\$ 280	\$ 280	\$ 280	\$ 280	\$ 280	\$ 280	\$ 280	\$ 280	\$ 280	\$ 280	\$ 278	\$ 200	\$ 3,556.00
Administration Total				\$2,280	\$2,280	\$2,280	\$2,280	\$2,280	\$2,280	\$2,280	\$2,280	\$2,280	\$2,280	\$2,278	\$2,200	\$27,278.00
Total Marketing Budget				\$3,280	\$3,280	\$2,680	\$5,430	\$3,955	\$3,580	\$2,580	\$3,955	\$4,850	\$3,280	\$3,278	\$3,200	\$42,998



AGENDA ITEM REVIEW FORM

Work Session**2. C.****Meeting Date:** 10/19/2016**Department Head:** Jenny Torres, Community Development Director, Community Development Department**Submitted By:** Dania Castillo, Economic Development Assistant, Community Development Department**Action Requested:** Discussion Item - No Action to be Taken**ITEM:**

Discussion on any and all matters regarding Resolution No. 1164. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving Intergovernmental Agreement of the 4-FrontED Binational Program to support Economic Development in the Greater Yuma Region and repealing Resolution No. 1155. **(Jenny Torres, Community Development Director)**

SUMMARY:

The City of San Luis and its member agencies composed of the City of Yuma, City of Somerton, Town of Wellton and Yuma County expressed an interest in establishing a bi-national economic development program to promote growth and expand economic opportunities to the 4FrontED region. The County and Cities shall contribute funding to meet the programs goals. The funding mechanism approved by all member agencies is twenty cents (.20¢) per capita using the 2015 population census estimate. The City's contribution for this effort is **\$6,800.00**. Resolution No. 1164 will adopt the new changes to the IGA as previously approved through Resolution No. 1155 by City Council on August 10, 2016.

RECOMMENDATION / SUGGESTED MOTION:**NO ACTION, DISCUSSION ITEM ONLY.****Supporting information not attached to the Agenda Item Review Form:**

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$6,800.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000/Contractual Services/Remaining Balance \$281,241.64

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

Funds budgeted under Council Contractual Services, account no. 100-110-80000.

Attachments

Resolution No. 1164

IGA 4FrontED

Budget



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 1164

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT OF THE 4FRONTED BINATIONAL PROGRAM TO SUPPORT ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION AND REPEALING RESOLUTION NO. 1155

WHEREAS, on August 10, 2016 the City Council of the City of San Luis, Arizona passed Resolution 1155 adopted the Intergovernmental Agreement of the 4FrontED Binational Program;

WHEREAS, since August 10, 2016 the other entities have made changes to the Intergovernmental Agreement of the 4FrontED Binational Program;

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

Section 1: That Resolution No. 1155 is hereby repealed.

Section 2: That the appropriate City officials are hereby authorized and directed to take all steps necessary to execute the current Intergovernmental Agreement of the 4FrontED Binational Program to Support Economic Development in the Greater Yuma Region.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____, 2016.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

City Attorney

**INTERGOVERNMENTAL AGREEMENT OF THE
4FrontED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION**

This AGREEMENT is made on this _____ day of _____ 2016 (the "Agreement Date"), among the following governing Agencies of the State of Arizona and in or of the County of Yuma:

the City of San Luis, an incorporated city under the laws of Arizona and having its administrative offices at
1090 East Union Street
San Luis, Arizona 85349 ("San Luis");

the City of Somerton, an incorporated city under the law of Arizona and having its administrative offices at
110 North State Avenue
Somerton, Arizona 85350 ("Somerton");

the Town of Wellton, an incorporated town under the laws of Arizona and having its administrative offices at
28634 Oakland Avenue
Wellton, Arizona 85356 ("Wellton");

the City of Yuma, a charter city under the laws of Arizona and having its administrative offices at
One City Plaza
Yuma, Arizona 85364 ("Yuma") and

the County of Yuma, a body corporate and politic of the State of Arizona and having its administrative offices at
198 South Main Street
Yuma, Arizona 85364 (the "County").

The above-listed cities are known collectively as (the "Cities" and" the "County"). The County and Cities comprise a funding committee of the Yuma area for the sole purposes of this Agreement.

RECITALS

- A. The County and the Cities joining in this Agreement wish to formalize a bilateral relationship to promote growth and expand economic opportunities in Yuma County, Arizona, U.S.A.; regions within the State of California, U.S.A.; San Luis Rio Colorado; regions within Baja California, Mexico.

- B. Yuma County is authorized to participate in Economic Development activities pursuant to A.R.S. §§11-251(21), 11-254, and 11-254.04. The Cities are authorized to participate in Economic Development pursuant to A.R.S. §9-500.11
- C. The County and the Cities support the 4FrontED Binational Region program objectives which include but are not limited to the following:

Binational Cluster Development

- Identify, map, and define binational regional business clusters such as advanced manufacturing opportunities. Establish and/or strengthen relationships with companies in northern Mexico in aerospace, automotive, electronic, agribusiness, and electrical devices, and promote the region's logistics/distribution and cost competitive advantages for potential advanced manufacturing opportunities. Sustain the momentum with the University of Arizona cluster work and the North American Research Partnership cluster mapping.
- Engage the region's manufacturers in RevAZ(Arizona Commerce Authority's Manufacturing Extension Partnership program), particularly with the ExportTech Boot Camp.
- Further leverage the economic benefit of the agriculture trade moving through the San Luis Port of Entry. Maintain and grow agribusiness trade by addressing binational infrastructure and transportation improvements from major growing regions in Mexico and strengthening relationships throughout western Mexico. Continue to expand value-add produce opportunities in packaged food.
- Work to attract foreign direct investment (FDI) projects within the transportation, tourism, and economic development sectors. Leverage the international and foreign investment partners working with the University of Arizona Yuma Center of Excellence for Desert Agriculture to attract a larger footprint in the region.
- Focus on manufacturing industries to provide higher average wages, create more indirect economic activity for the region, impact the regional tax base, and attract new revenues to the region resulting in an expanded economy through the following manufacturing sectors: perishable prepared food, storage battery, fluid milk, aircraft, fabricated structural metals, metal stamping, truck trailer, sign, unmanned vehicle and computerized numerical control machining.
- Continue to implement the IMPC strategy working collaboratively to develop and promote advanced manufacturing.
- Work with existing industries to improve access and attract a supply chain of businesses to the 4FrontED region.
- Actively engage the private sector and regional businesses to assist in the implementation of the 4FrontED initiative.

Strengthen Binational Workforce Development

- Broaden the educational exchange between the region's institutions and Mexico by establishing a binational education task force to ensure a stronger regional labor force that meets the current and future needs of regional businesses.
- Collaborate with Arizona Western College, Northern Arizona University and other institutions of higher learning to target advanced degrees to maquila managers or leadership.

Develop Binational Tourism

- Work collaboratively to leverage existing tourism assets and further develop visitor destinations within the binational region. Create and actively implement a binational tourism development and marketing program with a focus on recreation and culture.
- Implement a strategy to develop and attract medical tourism to the 4FrontED region.
- Develop and promote a binational calendar of events.

Leverage Port of Entry and Border Infrastructure Investments

- Aggressively promote the San Luis commercial port of entry.
- Continue to pursue improvements to the port of entry.
- Pursue increased port of entry staffing to improve efficiencies of border crossings.
- Build cross-border public transportation, bicycling and pedestrian improvements.

Spur Innovation and Entrepreneurism

- Leverage the San Luis Business Incubator to foster business growth in manufacturing, machining, distribution, and support businesses.
- Make the 4FrontED binational region an entrepreneurial hub by leveraging the U.S. entrepreneurial visa program that can promote new business start-ups and innovation.

Maximize Developable Industrial Land

- Move forward with development strategies to ensure that the border industrial land is ready for manufacturing facilities. Focus on project readiness of industrial sites.

Continue to Improve Regional Infrastructure

- The cities of San Luis, San Luis Rio Colorado, Somerton, Wellton, and Yuma are committed to building a rail connection between the city of San Luis Rio Colorado and Yuma to support economic development.
- Work to implement project priorities identified in the Border Master Plans (2013)
- Prioritize regional infrastructure projects to support economic development efforts

and pursue grant funding.

NOW THEREFORE, the parties agree as follows:

SECTION ONE. DEFINITION OF TERMS

The following terms and expressions as used in this Agreement, unless the context clearly shows otherwise, shall have the following meanings:

“Region” means Yuma County, Arizona, U.S.A.; San Luis Rio Colorado, Sonora, Mexico and regions within Baja California Norte, Mexico bordering the municipality of San Luis Rio Colorado, Sonora, Mexico and Yuma County, Arizona, U.S.A.

SECTION TWO. GENERAL PROVISIONS

- A. The City of San Luis, Arizona is the fiscal agent responsible for administering the funds for the binational program. San Luis shall only use the funds for the objectives stated in the recitals, and the funds expended, not exceed the one-year budget as set forth in Exhibit A, attached and incorporated by reference to this Agreement. The fiscal agent will require at least one City and/or, County to approve expenses in writing. The fiscal agent will be responsible for the engagement of the services of the coordinator along with the rest of the Cities, expenses and budget reports to the other Cities.
- B. The County and Cities shall contribute to the funding of services for a bi-lingual/bi-cultural coordinator and related economic activities based on twenty cents (20¢) per capita and using the Parties’ 2015 population estimates as follows:

Location	Population	Contribution
San Luis, AZ	34,001	\$ 6,800.00
Somerton	15,759	\$ 3,152.00
Wellton	3,101	\$ 620.00
Yuma City	97,950	\$ 19,590.00
Yuma County ¹	64,180	\$ 12,836.00
Total	214,991	\$ 42,998.00

¹ Yuma County population only includes population not within an incorporated area.

The Binational program shall meet the goals in the border business case incorporated in this Agreement.

- C. The County and the Cities shall, through the fiscal agent, engage the services of a bi-lingual/bi-cultural coordinator to manage the Binational program.
- D. The County and the Cities shall, through the fiscal agent, contract with any other contractor (s) or entity to meet the goals as stated in this Agreement.
- E. The County and the Cities shall work with San Luis Rio Colorado, Sonora, Mexico and other Mexico cities as deemed appropriate.
- F. The recitals set forth in this Agreement, by this reference, are incorporated and deemed part of this Agreement.

SECTION THREE. FORCE MAJEURE

If by reason of force majeure any party to this Agreement shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but not for any longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Arizona, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machines, pipelines or canals, and inability on the part of the County or the Cities to provide services under this Agreement for any reason, or on account of any other causes not reasonably within the control of the party claiming such liability.

SECTION FOUR. TERM OF AGREEMENT; RENEWAL

This Agreement shall be effective as of the ____ day of _____ 2016 and shall have a term of one year, ending the _____ day of _____ 2017 unless a party provides the other parties with written notice of termination a minimum of 30 days prior to terminating. This Agreement may be terminated by any party with or without cause, provided that such party provides written notice of termination to all other parties as set forth above.

If this Agreement is terminated prior to the expiration date, the fiscal agent shall return any and all remaining unexpended funds to the Cities and the County in proportion to the amounts originally disbursed by each party.

This contract is subject to cancellation under the provisions of A.R.S. Section 38-511

SECTION FIVE. SEVERABILITY

The parties to this Agreement specifically agree that if any one or more of the sections, paragraphs, provisions, clauses, or words of this Agreement or the application of such section, paragraph, provision, clause or word to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of Arizona or the United States of America, or in contravention of any such laws or constitutions, then such invalidity, unconstitutionality, or contravention shall not affect any other section, paragraph, provision, clause or word of this Agreement or the application of such section, paragraph, provision, clause or word to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, paragraph, provision, clause or word had not been included in this Agreement, and the rights and obligations of the parties to this Agreement shall be construed and remain in force accordingly.

SECTION SIX. COUNTERPARTS

This agreement may be executed in counterparts, any of which shall be deemed to be an original.

The parties have executed this Agreement in Yuma County, Arizona as follows:

The City of San Luis

By

Gerardo Sanchez
Mayor

This ____ day of _____ 2016

The City of Somerton

By:

Gerardo Anaya
Mayor

This ____ day of _____ 2016

The Town of Wellton

By:

Cecilia C McCullough
Mayor

This ____ day of _____ 2016

The City of Yuma

By:

Douglas Nicholls
Mayor

This ____ day of _____ 2016

The County of Yuma
By:

Russ Clark
Chair of the County Board of Supervisors

This ____ day of _____ 2016

I hereby state that I am the attorney for the City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of San Luis, Arizona under the laws of the State of Arizona.

Dated this ____ day of _____, 2016

Kay Marion Macuil
San Luis City Attorney

I hereby state that I am the attorney for the City of Somerton, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of Somerton, Arizona under the laws of the State of Arizona.

Dated this ____ day of _____, 2016

Jorge Lozano
Somerton City Attorney

I hereby state that I am an attorney for the Town of Wellton, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the Town of Wellton, Arizona under the laws of the State of Arizona.

Dated this ____ day of _____, 2016

Gary Verburg
Wellton Town Attorney

I hereby state that I am the attorney for the City of Yuma, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of Yuma, Arizona under the laws of the State of Arizona.

Dated this ____ day of _____, 2016

Steven W. Moore
Yuma City Attorney

I hereby state that I am the attorney for the County of Yuma, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the County of Yuma, Arizona under the laws of the State of Arizona.

Dated this ____ day of _____, 2016

Jon R. Smith
Yuma County Attorney



4frontED Binational Budget

				Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
Trade Shows																
WORLD AG EXPO	International Agri-Center, Tulare, CA.	Agriculture	June 8th 2017	\$ 700.00												\$ 700.00
SEMANA NACIONAL DEL EMPRENDEDOR	Expo Bancomer, CDMX, Mexico.	Entrepreneurship	July 13th 2017		\$ 700.00											\$ 700.00
Baja Aero (Booth)	Tijuana, Mexico	Aerospace	September 13th 2016				\$ 650.00									\$ 650.00
World Medical Tourism Show	Washington DC	Medical Tourism	September 25th 2016				\$ 2,200.00									\$ 2,200.00
HIGH POINT, NC FURNITURE	High Point North Carolina	Furniture Mfg	October 22nd 2016					\$ 1,375.00								\$ 1,375.00
AG Connect Expo	Orlando, Florida	Agriculture	January 13th 2017							\$ 1,375.00						\$ 1,375.00
DEL MAR ELECTRONICS & DESIGNS	Del Mar, California	Electronics	February 2nd 2017								\$ 195.00					\$ 195.00
G2E GLOBAL GAMING EXPO	Las Vegas, Nevada	Electronics	February 28rd 2017								\$ 700.00					\$ 700.00
REVERSE LOGISTICS CONF & EXPO	Atlanta, Georgia	Logistics	February 23rd 2017								\$ 1,375.00					\$ 1,375.00
AgroBaja (Booth)	Mexicali, Mexico	Agriculture	March 10 2017										\$ 650.00			\$ 650.00
EXPO CARGA	Mexico City, Mexico	Logistics	April 26th 2017											\$ 700.00		\$ 700.00
FOOD PROCESSING EXPO	Sacramento, California	Food Processing	May 3rd 2017												\$ 700.00	\$ 700.00
Trade Shows Total				\$700	\$700	\$0	\$2,850	\$1,375	\$0	\$0	\$1,375	\$2,270	\$650	\$700	\$700	\$ 11,320.00
E-Marketing Campaigns																
LinkedIn Advertising	Pay Per Click Ads (100 clicks per month)			\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 900.00
Newsletter Tool	Constant Contact			\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 300.00
Graphic Design	20 Hrs. per month			\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 2,400.00
Webpage Improvements	Maintenance and improvements							\$ 800.00								\$ 800.00
E-Marketing Campaign Total				\$300	\$300	\$300	\$300	\$300	\$1,100	\$300	\$300	\$300	\$300	\$300	\$300	\$ 4,400.00
Graphic Design and Materials																
Display Materials for Tradeshows	2 Banners, Back Display and Table Cloth							\$ 1,250								\$ 1,250.00
Printed Brochures	Tradeshows deliverables							\$ 200					\$ 200			\$ 400.00
Administration Total				\$0	\$0	\$1,450	\$0	\$0	\$0	\$0	\$0	\$0	\$200	\$0	\$0	\$ 1,650.00
Administration																
Bi-National Coordinator	Arturo Bastidas			\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 24,000.00
Miscellaneous	Miscellaneous			\$ 280	\$ 280	\$ 280	\$ 280	\$ 280	\$ 280	\$ 280	\$ 280	\$ 280	\$ 280	\$ 278	\$ 200	\$ 3,558.00
Administration Total				\$2,280	\$2,280	\$2,280	\$2,280	\$2,280	\$2,280	\$2,280	\$2,280	\$2,280	\$2,280	\$2,278	\$2,200	\$ 27,278.00
Total Marketing Budget				\$3,280	\$3,280	\$2,580	\$5,430	\$3,955	\$3,380	\$2,580	\$3,955	\$4,850	\$3,230	\$3,278	\$3,200	\$42,998



AGENDA ITEM REVIEW FORM

Work Session**3. A.****Meeting Date:** 10/19/2016**Department Head:** Eulogio Vera, Public Works Director, Public Works Department**Submitted By:** Manuel Rojas, Assistant Public Works Director, Public Works Department**Action Requested:** Discussion Item - No Action to be Taken**ITEM:**

Update on any and all matters regarding the status of ALSCO's two-year contract with the City for uniform services. **(Manuel Rojas, Assistant Public Works Director)**

SUMMARY:

As requested, staff seeks to update City Council on ALSCO's performance delivering uniform services, before the end of the 2-year contract. Currently, ALSCO provides uniforms for Public Works, Parks, Utilities, Fleet and Facilities Department. At the initial transition stage, we had some issues, which were promptly resolved by vendor and staff. Overall, other than some sporadic issues, the uniform services have been good. ALSCO has been responsive to our concerns and issues. Staff recommends continuing with ALSCO's contract for City uniform services.

RECOMMENDATION / SUGGESTED MOTION:**NO ACTION, DISCUSSION ITEM ONLY.****Supporting information not attached to the Agenda Item Review Form:**

N/A

Document to be Recorded?: No

N/A

Fiscal Impact**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A**CITY/STATE/FEDERAL FUNDS:** N/A**TOTAL:** N/A**BUDGETED:** N/A**AVAILABLE TO TRANSFER:** N/A**GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:** N/A**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

No fiscal impact associated at this time, subject agenda is only an update to council on an already approved contract, no action.

Attachments



Location No. _____

TERMS AND CONDITIONS FOR TEXTILE RENTAL SERVICE AGREEMENT

The parties hereby agree as follows:

- 1. Scope of Agreement. During the term of this Agreement, AlSCO (hereinafter called "Supplier") shall be the exclusive supplier to Customer of the services and goods listed on Schedule A attached hereto, as such Schedule A may be amended from time to time. All goods supplied hereunder shall be regularly cleaned and maintained by the Supplier. Any goods which require replacement during the term of this Agreement because of normal wear and tear shall be replaced by Supplier at Supplier's sole cost and expense.
2. Term. This Agreement shall remain in full force and effect for a period of 24 months, commencing on the date of installation of the goods, and shall be automatically renewed for three consecutive 12 month periods thereafter unless either party shall give to the other party written notice of termination by registered mail at least 90 days prior to the expiration of the term then in effect.
3. Charges. In consideration for the services and goods provided hereunder, Customer agrees to pay the charges set forth on the Schedule attached hereto and other charges which may become applicable. The description of the charges shown on Schedule A and other charges that may be applicable is located on the reverse side of this Agreement and any updates to that list at www.Alsco.com All charges are based on 52 weeks per year whether or not service is actually used. The Service Charge will be used to help AlSCO pay various fluctuating costs relating to the environment, energy, service and delivery. Revenue from all charges on our invoices is used to offset and to provide general revenue to AlSCO.
4. Price Adjustments. On the first anniversary date and annually thereafter, Customer agrees that Supplier may increase prices by the greater of 5% or the percentage change in the Consumer Price Index ("CPI") for the preceding twelve months. Supplier shall notify Customer of the new prices in the form of an adjusted invoice or statement. In addition to the foregoing, if Supplier increases prices more frequently than annually or by more than 5% or the CPI as provided above ("Additional Price Increases"), Supplier shall notify Customer of the Additional Price Increase as provided above. Customer has the right to reject any Additional Price Increase by giving written notice to Supplier within ten (10) days of the Additional Price Increase. In such event, Supplier shall have the option of terminating this Agreement and Customer shall comply with Section 9.
5. Payment and Credit. All charges shall be payable upon delivery, unless Customer applies for and Supplier provides a credit account. A Customer who has a credit account shall pay all charges for merchandise by the 10th day of the month following the month in which delivery is made (the due date). A FINANCE CHARGE of 1 1/2 % per month or 18% per year will be imposed on all outstanding credit account balances 30 days or more past due until paid in full. If full payment on a credit account balance is not made within 30 days of the due date, Supplier may elect to revoke credit privileges and continue to supply merchandise under this Agreement on a cash-on-delivery basis only.
6. Representation and Indemnity. Customer acknowledges that goods supplied pursuant to this Agreement are designed only for general purpose use in working with non-hazardous materials, and that the goods are not flame retardant or treated to resist acids or other caustic or hazardous materials. Customer represents that the goods sh Wash Cloth Premier sources is possible. Customer expressly agrees to indemnify and hold Supplier harmless from any claim, liability or judgment, including court costs and attorney's fees, arising from or relating to the use of any goods supplied hereunder in violation of the foregoing representation.
7. Title to Goods and Replacing Lost or Damaged Goods. It is understood by the parties that all goods supplied under this Agreement are, and shall remain, the property of Supplier, and shall be returned to Supplier at such time as an employee of Customer using said goods terminates employment with Customer or at such time as this Agreement might expire or otherwise be terminated. Customer shall be responsible for all goods which are lost, destroyed, stolen or not returned as required herein, and with respect to such lost, destroyed, stolen or non-returned goods Customer shall promptly pay to Supplier the Replacement Charge (as specified in Schedule A or amended Schedules) of such goods, including applicable sales and use taxes. Supplier has the right to enter upon Customer's premises to remove or take inventory of its goods at any time during Customer's regular business hours.
8. Liquidated Damages. Customer acknowledges that since Supplier owns the goods covered hereby and that such goods may be unique to Customer's requirements and that the value of such goods is depreciating with time, the damages which Supplier may sustain as a result of Customer's breach or premature termination of this Agreement would be difficult, if not impossible, to determine. The parties therefore agree that in the event of Customer's failure to timely pay the fees and charges provided for herein, or in the event of any other breach or premature termination of this Agreement by Customer, Customer shall pay to Supplier as liquidated damages, and not as a penalty, a sum equal to the number of unexpired weeks remaining in the term then in effect multiplied by fifty percent (50%) of the average weekly charge for goods and services during the 10 weeks immediately preceding such failure to pay, breach or premature termination. The parties further agree that this formula is reasonable.
9. Payment of Goods Upon Termination. Upon termination of this Agreement, with or without cause, Customer agrees to return to Supplier all goods supplied pursuant to this Agreement. Customer agrees to pay Supplier's Replacement Charge for any goods not returned or goods returned in a condition beyond normal wear and tear. The price to be paid upon such purchase of goods shall be in addition to any liquidated damages Customer may be required to pay pursuant to Section 8.
10. Change of Customer's Location. Customer shall give Supplier 30 days written notice prior to any change in the location to which goods and services are provided under this Agreement. So long as Customer's new location is within Supplier's route delivery area, this Agreement shall remain in full force and effect despite a change in Customer's location. In the event Customer's new location is outside Supplier's route delivery area, this Agreement shall be deemed terminated and the provisions of Section 9 dealing with purchase of goods shall apply, but the provisions of Section 8 relating to liquidated damages shall not apply.
11. Undertaking and Quality. Supplier agrees to provide goods and services under this Agreement in accordance with accepted standards in the textile leasing/rental industry. In the event Customer believes that there are deficiencies in the quality of the service and/or goods furnished by Supplier hereunder, Customer shall give written notice to Supplier by certified mail, specifying the precise nature of such deficiencies, and Supplier shall have 60 days after its receipt of such written notice to correct such claimed deficiencies. In the event Customer is, in good faith, not satisfied with Supplier's correction of the claimed deficiencies, Customer shall give written notice to Supplier by certified mail, return receipt requested, specifying the precise nature of the inadequate correction. Failure to give such notice of inadequate correction shall create a conclusive presumption that Supplier has corrected the deficiencies. If Supplier fails to correct the deficiencies within 30 days after its receipt of the second notice provided herein, Customer may terminate this Agreement. The provisions of Section 8 relating to liquidated damages shall not apply to a termination pursuant to this Section, but all other sections shall apply.
12. Other Contracts. Customer certifies that Supplier is in no way infringing upon any existing contract between Customer and another supplier and that Supplier has made no attempt to induce Customer to wrongfully terminate an existing contract with another supplier of services or goods covered by this Agreement.
13. Binding Effect. This Agreement shall be binding upon the representatives, successors and assigns of the parties. In the event Customer sells or transfers its business or principal assets, Customer shall cause any purchaser of such business or assets to assume in writing this Agreement and the obligations of Customer hereunder.
14. Severability. If any provision of this Agreement is determined to be invalid, the remaining terms and conditions hereof shall remain in full force and effect.
15. Enforcement of Agreement. In the event Supplier is required to enforce, defend and/or protect its rights under this Agreement, Customer agrees that in addition to all other amounts which it might be required to pay, it will pay Supplier's costs of enforcing, defending and/or protecting its rights under this Agreement, including reasonable collection fees, attorneys' fees and costs. The parties agree that the only venue for any suit with respect to this Agreement shall be the county in which Supplier's plant is located.

CUSTOMER'S ACCEPTANCE:

CUSTOMER NAME: City of San Luis
ADDRESS: 1090 E. Union St.
CITY, STATE, ZIP: San Luis, AZ 85349

BY: x [Signature]
(AUTHORIZED SIGNATURE)
TITLE: x City Manager
DATE: x 1/15/15

SUPPLIERS ACCEPTANCE:

BY: [Signature]
(AUTHORIZED REPRESENTATIVE)
TITLE:
DATE: 1-21-15



AGENDA ITEM REVIEW FORM

Work Session**3. B.****Meeting Date:** 10/19/2016**Department Head:** Sonia Cornelio, City Clerk, City Clerk's Office**Submitted By:** Sonia Cornelio, City Clerk, City Clerk's Office**Action Requested:** Discussion Item - No Action to be Taken**ITEM:**

Update on any and all matters regarding the proposed Veterans Park. **(Council Member Africa Luna-Carrasco and Lizandro Galaviz, Parks & Recreation Director)**

SUMMARY:

This items was requested by Council Member Africa Luna-Carrasco to be discussed at the Work Session scheduled for October 19, 2016. This item was discussed by the City Council and staff one (1) year ago.

RECOMMENDATION / SUGGESTED MOTION:

Discussion item only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: NO

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

There is no fiscal impact associated with this item.



AGENDA ITEM REVIEW FORM

Work Session**3. C.****Meeting Date:** 10/19/2016**Department Head:** Sonia Cornelio, City Clerk, City Clerk's Office**Submitted By:** Sonia Cornelio, City Clerk, City Clerk's Office**Action Requested:** Discussion Item - No Action to be Taken**ITEM:**

Discussion on any and all matters regarding handicapped parking on Main Street. **(Council Member Africa Luna-Carrasco and Eulogio Vera, Public Works Director)**

SUMMARY:

This items was requested by Council Member Africa Luna-Carrasco to be discussed at the Work Session scheduled for October 19, 2016.

RECOMMENDATION / SUGGESTED MOTION:

Discussion item only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: NO

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

There is no fiscal impact associated with this item.



AGENDA ITEM REVIEW FORM

Work Session**3. D.****Meeting Date:** 10/19/2016**Department Head:** Sonia Cornelio, City Clerk, City Clerk's Office**Submitted By:** Sonia Cornelio, City Clerk, City Clerk's Office**Action Requested:** Discussion Item - No Action to be Taken**ITEM:**

Discussion on any and all matters regarding renewal of the downtown area. **(Council Member Africa Luna-Carrasco and Eulogio Vera, Public Works Director)**

SUMMARY:

This items was requested by Council Member Africa Luna-Carrasco to be discussed at the Work Session scheduled for October 19, 2016.

RECOMMENDATION / SUGGESTED MOTION:

Discussion item only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: NO

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

There is no fiscal impact associated with this item.