



## NOTICE OF WORK SESSION

In accordance with §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, February 6, 2019. 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, 6 de Febrero del 2019. 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**  
**February 6, 2019**  
**6:30 p.m.**

**PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION; THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS.**

- 1. CALL TO ORDER/ROLL CALL**
- 2. ITEMS FOR DISCUSSION ONLY**
  - 2. A.** Discussion and possible directions to staff on any all matters regarding payment to Yuma County Recorder's Office, Voter Services Division. **(Sonia Cornelio, City Clerk)**
  - 2. B.** Discussion and possible directions to staff on any and all matters regarding the City of San Luis General Plan Update. **(Jose A. Guzman, Director of Planning and Zoning)**
  - 2. C.** Discussion and possible directions to staff on any and all matters regarding the Downtown Mixed Use Zoning Project. **(Jose A. Guzman, Director of Planning and Zoning)**
  - 2. D.** Discussion and possible directions to staff on any and all matters regarding the amendment to the City Code Chapter 150: Building Regulations by updating the adopted building codes. **(Joaquin Campa, Building Official)**
  - 2. E.** Discussion and possible directions to staff on any and all matters regarding Ordinance No. 388. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code Chapter 94, Parks and Recreation, by adding sections 94.30 through 94.37 relating to camping on public property; repealing any conflicting provisions; providing for severability; and providing provisions for penalty. **(Glenn J. Gimbut, Assistant City Attorney)**
  - 2. F.** Discussion and possible directions to staff on any and all matters regarding an Independent Contractor Agreement with Nazzer O. Mendez to provide professional services for the 4FrontED Binational Region. **(Jenny Torres, Economic Development Manager)**
  - 2. G.** Discussion and possible directions to staff on any and all matters regarding a contract with James Davey and Associates, Inc. to provide design and engineering services for Rancho Los Oros Improvements. **(Jenny Torres, Economic Development Manager)**

- 2. H.** Discussion and possible directions to staff on any and all matters regarding Resolution No. 2063. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into the 4FrontED Binational Program through an amended and restated intergovernmental agreement with the Town of Wellton, the cities of Somerton and Yuma, and Yuma County for the continued support of economic development of the greater Yuma region. **(Jenny Torres, Economic Development Manager)**

**3. 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:** 02/06/2019

**Department Head:** Sonia Cornelio, City Clerk, City Clerk's Office

**Submitted By:** Melissa Lopez, Deputy City Clerk, City Clerk's Office

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any all matters regarding payment to Yuma County Recorder's Office, Voter Services Division. **(Sonia Cornelio, City Clerk)**

### SUMMARY:

The City Clerk's Office contracts with the Yuma County Election Services and Yuma County Recorder's Office to run the city's elections. The city held its primary election on August 28, 2018. Staff received the invoices from the Yuma County Election Services in the amount of \$19,679.12 and from Yuma County Recorder's Office in the amount of \$26,732.41 for a total of \$46,411.53. The department budgeted \$25,000.00 for the 2018 Elections and does not have enough funds to cover for payment to the Yuma County Recorder's Office invoice. Therefore, staff is requesting authorization to transfer **\$21,411.53** from Contingency GL Acct. # 100-110-81000 to City Clerk's Contractual Services GL Account # 100-116-80000. The remaining balance on Contingency account is \$222,166.60.

### RECOMMENDATION / SUGGESTED MOTION:

**DISCUSSION ITEM, NO ACTION NEEDED.**

N/A

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### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$46,500.00
<b>BUDGETED AMOUNT:</b>	\$25,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	\$222,166.60
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Contingency GL Acct. #100-110-81000 remaining balance \$222,166.60

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

The City Clerk's Office budgeted \$25,000.00 for the 2018 Candidate Primary and General Election, however the total invoice for Yuma County Elections Department and Recorder's Office is \$46,411.53.

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### Attachments





	<u>Supplies</u>	<u>Postage Outgoing</u>	<u>Potsage Incoming</u>	<u>Staff Expense</u>	<u>Other</u>	<u>Total</u>
Notices/Early Ballot Requests	\$ 22,491.52	\$ 6,859.25	\$ 8,288.82	\$ -	\$ -	\$ 37,639.59
Official Ballots	\$ 34,555.27	\$ 8,264.38	\$ 8,191.12	\$ -	\$ -	\$ 51,010.77
Staff Overtime	\$ -	\$ -	\$ -	\$ 11,835.29	\$ -	\$ 11,835.29
Temporary Staff	\$ -	\$ -	\$ -	\$ 4,755.33		\$ 4,755.33
Relia-Vote Solution (Per Election)	\$ -	\$ -	\$ -	\$ -	\$ 13,092.12	\$ 13,092.12
Relia-Vote Maintenance (Per Election)	\$ -	\$ -	\$ -	\$ -	\$ 4,798.00	\$ 4,798.00
<b>TOTAL</b>						<b>\$ 123,131.10</b>

## 2018 YUMA COUNTY PRIMARY ELECTION TOTAL SHARED COST OF JURISDICTIONS

	NUMBER OF PRECINCTS & STYLES	NO. OF RACES & CANDIDATES	NUMBER QUES/PROPS	TOTAL UNITS	UNIT DETAILS
Yuma County	48.00	25.00	0.00	73.00	44 precincts, 4 styles, 11 races, 14 candidates
City of San Luis	20.00	13.00	0.00	33.00	5 precincts, 3 styles, 12 party styles, 2 races, 11 candidates
City of Somerton	19.00	10.00	0.00	29.00	4 precincts, 3 styles, 12 party styles, 2 races, 8 candidates
Town of Wellton	6.00	10.00	1.00	17.00	1 precinct, 1 styles, 4 party styles, 1 race, 9 candidates, 1 question
Total Units for Election:	93.00	58.00	1.00	152.00	Note: styles include party style, 1 non-partisan
Cost per Unit:	\$810.07				Yuma County only 4 because no non-partisan necessary

SHARED ELECTION COSTS	AMOUNT	AMOUNT PER UNIT	YUMA COUNTY	CITY OF SAN LUIS	CITY OF SOMERTON	TOWN OF WELLTON	SOS	TOTAL
Notices / Early Ballot Requests	\$37,639.59	\$247.63	\$18,076.91	\$8,171.75	\$7,181.24	\$4,209.69	\$0.00	\$37,639.59
Official Ballots	\$51,010.77	\$335.60	\$24,498.59	\$11,074.71	\$9,732.32	\$5,705.15	\$0.00	\$51,010.77
Staff Overtime	\$11,835.29	\$77.86	\$5,684.05	\$2,569.50	\$2,258.05	\$1,323.68	\$0.00	\$11,835.29
Temporary Staff	\$4,755.33	\$31.29	\$2,283.81	\$1,032.41	\$907.27	\$531.85	\$0.00	\$4,755.33
Relia-Vote Solution	\$13,092.12	\$86.13	\$6,287.66	\$2,842.37	\$2,497.84	\$1,464.25	\$0.00	\$13,092.12
Relia-Vote Maintenance	\$4,798.00	\$31.57	\$2,304.30	\$1,041.67	\$915.41	\$536.62	\$0.00	\$4,798.00
<b>Total:</b>	<b>\$123,131.10</b>	<b>\$810.07</b>	<b>\$59,135.33</b>	<b>\$26,732.41</b>	<b>\$23,492.12</b>	<b>\$13,771.24</b>	<b>\$0.00</b>	<b>\$123,131.10</b>



**Vote Center Supplies**

VOTE CENTERS		VOTING BOOTHS	SUPPLY BOXES	CELL PHONES
1	MLK	4	2	1
2	HEALTH DEPT	4	2	0
3	CIVIC CENTER	4	2	1
4	CIVIC CENTER	0	2	0
5	CIVIC CENTER	0	0	0
6	COMMUNITY CHRISTIAN	4	2	1
7	ST. JOHN NEUMANN	4	2	1
8	ST. JOHN NEUMANN	0	2	0
9	FIST SOUTHERN BAPTIST	4	2	1
10	SOMERTON LIBRARY	3	2	1
11	CESAR CHAVEZ	4	2	1
13	SAN LUIS LIBRARY	4	2	1
TOTAL FOR EACH VC:		35	22	8
PRICE TOTAL:		\$700.00	\$1,100.00	\$174.72

**Electronic Poll Book Rental**

VOTE CENTER	IPAD	PRICE PER UNIT	TOTAL:	
1	MLK	4	\$40.00	\$160.00
2	HEALTH DEPT	4	\$40.00	\$160.00
3	CIVIC CENTER	4	\$40.00	\$160.00
4	CIVIC CENTER	4	\$40.00	\$160.00
5	CIVIC CENTER	0	\$40.00	\$0.00
6	COMMUNITY CHRISTIAN	4	\$40.00	\$160.00
7	ST. JOHN NEUMANN	4	\$40.00	\$160.00
8	ST. JOHN NEUMANN	4	\$40.00	\$160.00
9	FIST SOUTHERN BAPTIST	4	\$40.00	\$160.00
10	SOMERTON LIBRARY	4	\$40.00	\$160.00
11	CESAR CHAVEZ	4	\$40.00	\$160.00
13	SAN LUIS LIBRARY	4	\$40.00	\$160.00
VOTE CENTER TOTAL:			\$1,760.00	
RECORDERS OFFICE - EARLY VOTING		0	\$40.00	\$0.00
EARLY VOTING TOTAL:			\$0.00	

**Voting Devices and Memory Card Rental**

VOTE CENTER	DS200	USB STICK	EXPRESSVOTE	USB STICK
MLK	1	1	5	5
HEALTH DEPT	1	1	5	5
CIVIC CENTER	1	1	5	5
CIVIC CENTER	0	0	5	5
CIVIC CENTER	0	0	0	0
COMMUNITY CHRISTIAN	1	1	5	5
ST. JOHN NEUMANN	1	1	5	5
ST. JOHN NEUMANN	0	0	5	5
FIST SOUTHERN BAPTIST	1	1	5	5
SOMERTON LIBRARY	1	1	5	5
CESAR CHAVEZ	1	1	5	5
SAN LUIS LIBRARY	1	1	5	5
TOTAL PER VC:	9	9	55	55
PRICE PER UNIT:	\$20.00	\$15.00	\$20.00	\$15.00
VOTE CENTER TOTAL:	\$180.00	\$135.00	\$1,100.00	\$825.00
EARLY VOTING	4	4	2	2
PRICE PER UNIT:	\$20.00	\$15.00	\$20.00	\$15.00
EARLY VOTING TOTAL:	\$80.00	\$60.00	\$40.00	\$30.00
LATE EARLY	2	2	0	0
PRICE PER UNIT:	\$20.00	\$15.00	\$20.00	\$15.00
LATE EARLY TOTAL:	\$40.00	\$30.00	\$0.00	\$0.00
PROVISIONAL	2	2	0	0
PRICE PER UNIT:	\$20.00	\$15.00	\$20.00	\$15.00
PROVISIONAL TOTAL:	\$40.00	\$30.00	\$0.00	\$0.00
TOTAL:	\$340.00	\$255.00	\$1,140.00	\$855.00

**Ballot on Demand Printer**

		Printer	Price Per Unit	Total:
1	MLK	1	\$286.00	\$286.00
2	HEALTH DEPT	1	\$286.00	\$286.00
3	CIVIC CENTER	1	\$286.00	\$286.00
4	CIVIC CENTER	1	\$286.00	\$286.00
5	CIVIC CENTER	0	\$0.00	\$0.00
6	COMMUNITY CHRISTIAN	1	\$286.00	\$286.00
7	ST. JOHN NEUMANN	1	\$286.00	\$286.00
8	ST. JOHN NEUMANN	1	\$286.00	\$286.00
9	FIST SOUTHERN BAPTIST	1	\$286.00	\$286.00
10	SOMERTON LIBRARY	1	\$286.00	\$286.00
11	CESAR CHAVEZ	1	\$286.00	\$286.00
13	SAN LUIS LIBRARY	1	\$286.00	\$286.00

**VOTE CENTER TOTAL: \$3,146.00**

RECORDERS OFFICE - EARLY VOTING	1	\$286.00	\$286.00
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**EARLY VOTING TOTAL: \$286.00**

**Pollworker Training Manual**

1	MLK	13	\$5.00	\$65.00
2	HEALTH DEPT	13	\$5.00	\$65.00
3	CIVIC CENTER	13	\$5.00	\$65.00
4	CIVIC CENTER	13	\$5.00	\$65.00
5	CIVIC CENTER	0	\$5.00	\$0.00
6	COMMUNITY CHRISTIAN	13	\$5.00	\$65.00
7	ST. JOHN NEUMANN	13	\$5.00	\$65.00
8	ST. JOHN NEUMANN	13	\$5.00	\$65.00
9	FIST SOUTHERN BAPTIST	13	\$5.00	\$65.00
10	SOMERTON LIBRARY	13	\$5.00	\$65.00
11	CESAR CHAVEZ	13	\$5.00	\$65.00
13	SAN LUIS LIBRARY	13	\$5.00	\$65.00

**TOTAL COPIES OF MANUALS: \$715.00**

**Postage**

Date:	Description/Reason	Pieces	Amount	Total:
9/26/2018	Certification Notices	2	\$0.47	\$0.94
<b>TOTAL:</b>				<b>\$0.94</b>

**Publication/Freedom Newspaper**

Date	Description/Reason	Amount	Total:
7/20/2018	Bajo El Sol	42.69	\$42.69
7/22/2018	Yuma Sun	47.45	\$47.45
8/10/2018	Bajo El Sol	47.11	\$47.11
8/12/2018	Yuma Sun	\$52.50	\$52.50
<b>TOTAL:</b>			<b>\$189.75</b>

**Poll Worker Payroll**

Inspectors	10	\$130.00	\$1,300.00	\$1,300.00
Marshall	9	\$83.00	\$747.00	\$747.00
Judges	53	\$83.00	\$4,399.00	\$4,399.00
	1	\$38.73	\$38.73	\$38.73
Clerks	43	\$83.00	\$3,569.00	\$3,569.00
	1	\$27.65	\$27.65	\$27.65
Bilingual Pollworker	10	\$20.00	\$200.00	\$200.00
Training Class	128	\$7.00	\$896.00	\$896.00
Monday night set-up	112	\$7.00	\$784.00	\$784.00
Miles claimed	2,624.80	0.545	\$1,430.52	\$1,430.52
<b>TOTAL:</b>				<b>\$13,391.90</b>

**ELECTION DAY RUNNERS**

DATE	NAME	HOURS	AT RATE AMOUNT	TOTAL:
		0	\$0.00	\$0.00
		MILES	MILES RATE	TOTAL MILES
		0	0.54	\$0.00
		TRANING CLASS	\$0.00	
<b>TOTAL:</b>				<b>\$0.00</b>

CERTIFICATION BOARD					
DATE	NAME	OS L&A	TSX L&A	ELECTION NIGHT	
7/27/2018	Thelma Lundy	\$50.00	\$0.00	\$50.00	
		UNOFFICAL RESULTS & POST L&A			
		\$0.00			
TOTAL:				\$100.00	
DATE	NAME	OS L&A	TSX L&A	ELECTION NIGHT	
07/27/2018 - 9/4/2018	Kenneth Keslar	\$50.00	\$50.00	\$50.00	
		UNOFFICAL RESULTS & POST L&A			
		\$50.00			
TOTAL:				\$200.00	
DATE	NAME	OS L&A	TSX L&A	ELECTION NIGHT	
8/14/2018 - 9/4/2018	Lenore Stuart	\$0.00	\$50.00	\$50.00	
		UNOFFICAL RESULTS & POST L&A			
		\$50.00			
TOTAL:				\$150.00	
DATE	NAME	UNOFFICAL RESULTS & POST L&A			
8/31/2018	Lori Aguilar	\$50.00			
TOTAL:				\$50.00	
DATE	NAME	UNOFFICAL RESULTS & POST L&A			
8/31/2018	Nancy Ngai	\$50.00			
TOTAL:				\$50.00	
TOTAL:				\$550.00	
COUNTING CENTER					
DUPLICATION BOARD					
DATE	NAME	AT RATE	DAYS	TOTAL:	
8/28/2018	Michelle Camacho	\$50.00	1	\$50.00	
8/28/2018	Juana Moreno	\$50.00	1	\$50.00	
TOTAL:				\$100.00	
TABULATION BOARD					
DATE	NAME	AT RATE	DAYS	TOTAL:	
		\$50.00		\$0.00	
TOTAL:				\$0.00	
RECEIVING BOARD					
DATE	NAME	AT RATE	DAYS	TOTAL:	
8/28/2018	Michelle Camacho	\$50.00	1	\$50.00	
8/28/2018	Griselda Zavala	\$50.00	1	\$50.00	
8/28/2018	McKenna Rose Everett	\$50.00	1	\$50.00	
		\$50.00		\$0.00	
TOTAL:				\$150.00	
PROVISIONAL BOARD					
DATE	NAME	AT RATE	DAYS	TOTAL:	
		\$50.00		\$0.00	
TOTAL:				\$0.00	
EARLY BOARD					
3 - Inspectors for <u>day 1</u> (Monday, August 20, 2018)		\$130.00	3	\$390.00	
3 - Judges for <u>day 1</u> (Monday, August 20, 2018)		\$83.00	3	\$249.00	
3 - Inspectors for <u>day 2</u> (Tuesday, August 21, 2018)		\$130.00	3	\$390.00	
4 - Judges for <u>day 2</u> (Tuesday, August 21, 2018)		\$83.00	4	\$332.00	
3 - Inspectors for <u>day 3</u> (Wednesday, August 22, 2018)		\$130.00	3	\$390.00	
4 - Judges for <u>day 3</u> (Wednesday, August 22, 2018)		\$83.00	4	\$332.00	
3 - Inspectors for <u>day 4</u> (Friday, August 24, 2018)		\$130.00	3	\$390.00	
4 - Judges for <u>day 4</u> (Friday, August 24, 2018)		\$83.00	4	\$332.00	
3 - Inspectors for <u>day 5</u> (Monday, August 27, 2018)		\$130.00	3	\$390.00	
4 - Judges for <u>day 5</u> (Monday, August 27, 2018)		\$83.00	4	\$332.00	
3 - Inspectors for <u>day 6</u> (Thursday, August 30, 2018)		\$130.00	3	\$390.00	
4 - Judges for <u>day 6</u> (Thursday, August 30, 2018)		\$83.00	4	\$332.00	
NAME	MILES	MILES RATE	TOTAL MILES		
Xanthe Bullard	195	0.545	\$106.28	\$106.28	
TOTAL:				\$4,355.28	

WRITE-IN BOARD				
1 - Inspectors for day 1 (Friday, August 24, 2018)	\$130.00	1	\$130.00	
2 - Judges for day 1 Friday, August 24, 2018)	\$83.00	2	\$166.00	
1 - Inspectors for day 2 (Thursday, August 30, 2018)	\$130.00	1	\$130.00	
2 - Judges for day 2 (Thursday, August 30, 2018)	\$83.00	2	\$166.00	
1 - Inspectors for day 3 (Friday, August 31, 2018)	\$130.00	1	\$130.00	
2 - Judges for day 3 (Friday, August 31, 2018)	\$83.00	2	\$166.00	
			<b>TOTAL:</b>	<b>\$888.00</b>
RENTAL FEE - VOTE CENTERS				
VOTE CENTER		AMOUNT:		TOTAL:
1	MLK	\$200.00	\$200.00	\$200.00
2	HEALTH DEPT	\$0.00	\$0.00	\$0.00
3	CIVIC CENTER	\$1,426.34	\$1,426.34	\$1,426.34
4	CIVIC CENTER			
5	CIVIC CENTER			
6	COMMUNITY CHRISTIAN	\$75.00	\$75.00	\$75.00
7	ST. JOHN NEUMANN			
8	ST. JOHN NEUMANN			
9	FIST SOUTHERN BAPTIST			
10	SOMERTON LIBRARY			
11	CESAR CHAVEZ			
12	SAN LUIS CIT HALL			
			<b>TOTAL:</b>	<b>\$1,701.34</b>
DELIVERY TRUCK AND FUEL				
TRUCK RENTAL COMPANY	RENTAL DAYS	RENTAL FEE	FUEL	TOTAL:
Premier Golf Cars of Yuma	1	\$316.11	0	\$316.11
Budget	1	\$722.39	0	\$722.39
COUNTRY RESERVATION				
Ford Escape			\$18.17	\$18.17
Expedition				
		<b>TOTAL:</b>	<b>\$18.17</b>	<b>\$1,056.67</b>
STAFF TIME				
NAME	TITLE	HOURLY RATE	HOURS	TOTAL:
				\$0.00
KIKA GUZMAN	COORDINATOR	\$22.51	320	\$7,203.20
DAVID ALEXANDRE	SPECIALIST	\$16.24	320	\$5,196.80
			<b>TOTAL:</b>	<b>\$12,400.00</b>
EQUIPMENT DELIVERY STAFF TIME				
NAME	DAYS	HOURLY RATE	HOURS	TOTAL:
			<b>TOTAL:</b>	<b>\$0.00</b>
TEMPORARY ELECTION AIDES				
NAME	TIME PERIOD	HOURLY RATE	HOURS	TOTAL:
Sarah Crowl	8/16/2018	\$11.14	14	\$153.18
Sarah Crowl	8/21/2018 - 8/23/2018	\$11.14	19	\$211.66
Sarah Crowl	8/28/2018 - 8/31/2018	\$11.14	18.25	\$203.31
			<b>TOTAL:</b>	<b>\$568.14</b>
PAYROLL SERVICES				
TOTAL CHECKS PRINTED	RATE PER CHECK			
140.00	\$8.50			\$1,190.00
			<b>TOTAL:</b>	<b>\$1,190.00</b>
CONSULTANTS				
COMPANY NAME	DESCRIPTION	AMOUNT	TOTAL:	
ES&S	Election Coding (08/28/2018)	\$13,383.35	\$13,383.35	
ES&S	Audion (08/28/2018)	\$6,380.88	\$6,380.88	
ES&S	Ballot Layout (08/28/2018)	\$14,902.27	\$14,902.27	
KNOWiNK	Election Day Support	\$2,000.00	\$2,000.00	
Sue Reynolds	Invoice 2018-01 (June 15, 2018)	\$1,188.00	\$1,188.00	
Sue Reynolds	Invoice 2018-02 (July 2, 2018)	\$701.25	\$701.25	
Sue Reynolds	Invoice 2018-03 (July 15, 2018)	\$1,138.50	\$1,138.50	
Sue Reynolds	Invoice 2018-04 (July 28, 2018)	\$1,295.25	\$1,295.25	
Sue Reynolds	Invoice 2018-05 (August 12, 2018)	\$1,320.00	\$1,320.00	
Sue Reynolds	Invoice 2018-06 (August 25, 2018)	\$1,320.00	\$1,320.00	
O'Neil Printing	Primary Sample Ballot, Mail Prep, Postage (O'Neil Printing is only charged to SOS)	\$20,107.43	\$20,107.43	
			<b>TOTAL:</b>	<b>\$43,629.50</b>
				<b>TOTAL INCLUDING SOS TOTAL:</b>
				<b>\$63,736.93</b>

**TOTAL ELECTION COST \$110,750.66**



## AGENDA ITEM REVIEW FORM

### Work Session

2.B.

**Meeting Date:** 02/06/2019

**Department Head:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Submitted By:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding the City of San Luis General Plan Update. **(Jose A. Guzman, Director of Planning and Zoning)**

### SUMMARY:

In 2011, the City of San Luis adopted a new General Plan to update and replace the plan done in 2001. State Statute mandates that all municipalities update their General Plans every 10 years.

The notice for request for proposals for this project was released in December of 2018. Staff is currently reviewing the proposals to choose the consulting firm that will be assisting us with this project. The General Plan is adopted by the City Council and ratified by the public.

The attached anticipated schedule is to ensure that the public ratification vote occurs November 3, 2020.

### RECOMMENDATION / SUGGESTED MOTION:

**Discussion and possible directions to staff only, no action.**

N/A

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A

**CITY/STATE/FEDERAL FUNDS:** N/A

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

**AVAILABLE AMOUNT TO TRANSFER:** N/A

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

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

N/A

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### Attachments

Anticipated Schedule

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# Anticipated General Plan Update Schedule

Activity	Date	Anticipated Agenda
Project Initiation	February 2019	<ul style="list-style-type: none"> <li>• Project initiation</li> <li>• General plan update overview</li> <li>• Project team roles and responsibilities</li> <li>• Engagement process</li> <li>• Discuss current general plan issues and opportunities</li> <li>• Discussion of next steps</li> </ul>
60-Day Review Draft Plan	February 2020	<ul style="list-style-type: none"> <li>• Staff review and discuss 60-Day Review Draft General Plan Update</li> <li>• Finalize general plan update review process</li> </ul>
Initiate 60-Day Review	March 10, 2020	Required by state statute
Public Workshops	March 24, 2020	Public to review/comment on 60-Day Review Draft Plan
Conclude 60-Day Review	May 8, 2020	
P&Z Public Hearing #1	May 27, 2020	Public hearing required by state statute. Review and recommend approval to City Council of draft general plan update
Public Hearing #2 (Council)	June 24, 2020	Public hearing required by state statute. Approval of general plan update and call for ratification vote election.
120 Days to Election	July 7, 2020	Required by law; a minimum of 120 days between Council adoption and ratification vote.
Election	November 3, 2020	Public ratification vote required by state statute



## AGENDA ITEM REVIEW FORM

### Work Session

2.C.

**Meeting Date:** 02/06/2019

**Department Head:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Submitted By:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding the Downtown Mixed Use Zoning Project. **(Jose A. Guzman, Director of Planning and Zoning)**

### SUMMARY:

The project is to rezone an area of approximately 40 acres located in the downtown area of the city. The area is shown and designated on the attached location map; it contains a mixture of zoning (C-1) and (C-2). The proposed zoning for this area is Mixed-Use Zoning District (MU).

Over the years, this area has developed in a manner that has resulted in a mixture of uses, some of which are consistent with the current zoning, while others are not. As a result, the area has many properties considered legal non-conforming uses. A legal nonconforming use may continue only in the manner and to the extent that it existed before its current zoning. This has caused a problem for many residents in the area as they cannot do any modifications to existing homes and it has limited the construction of commercial uses.

The purpose of this project is to alleviate the current issues and promote economic development in that area.

### Tentative Schedule

**Week of March 4, 2019:** Public Outreach Meeting #1

**Week of March 18, 2019:** Public Outreach Meeting #2

**Week of April 15, 2019:** Public Outreach Meeting #3 (if necessary)

**May 14, 2019:** Planning and Zoning Commission Review and Public Hearing

**June 5, 2019:** City Council Work Session Review

**June 12, 2019:** Public Hearing and Action

### RECOMMENDATION / SUGGESTED MOTION:

**Discussion and possible directions to staff only, no action.**

N/A

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A

**CITY/STATE/FEDERAL FUNDS:** N/A

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

**AVAILABLE AMOUNT TO TRANSFER:** N/A

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

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

N/A

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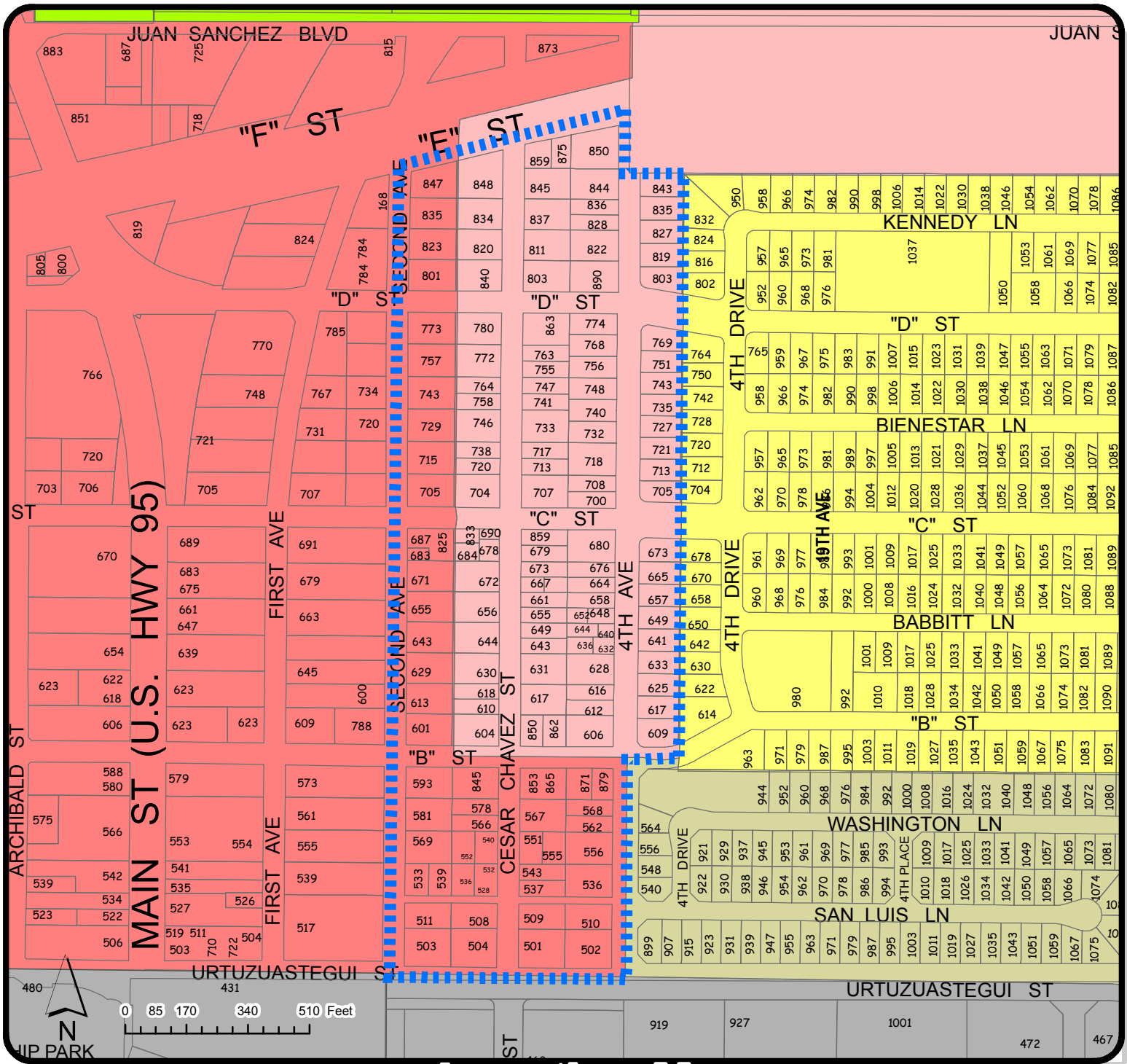
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**Attachments**

Location Map

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










LOCATION OF SUBJECT PROPERTY

# Location Map

 AREA OF INTEREST TO BE REZONED TO MU

## Zoning Legend

-  COMMERCIAL ZONING DISTRICTS
-  C-1
-  C-2
-  MULTIPLE RESIDENCE ZONING DISTRICTS
-  R-2
-  INDUSTRIAL ZONING DISTRICTS
-  I-1
-  SINGLE RESIDENCE ZONING DISTRICTS
-  R1-c

**Date:**  
1/30/2019



**Prepared By:**  
ISAAC GUTIERREZ

**Checked By:**  
ROMAN PACHECO

**APPROVED BY:**  
JOSE A. GUZMAN

**Case No.**



## AGENDA ITEM REVIEW FORM

### Work Session

2.D.

**Meeting Date:** 02/06/2019

**Department Head:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Submitted By:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding the amendment to the City Code Chapter 150: Building Regulations by updating the adopted building codes. (**Joaquin Campa, Building Official**)

### SUMMARY:

The 2003 International Building Code is the City of San Luis current building code, adopted on April 4, 2010. Updated editions of the code are published every three years; the latest edition is 2018.

The 2018 building codes offer updated materials and procedures for the built environment. The nationally published codes are amended to fit our regional and local conditions, such as soils, ambients temperatures, and seismic considerations.

### RECOMMENDATION / SUGGESTED MOTION:

**Discussion and possible directions to staff only, no action.**

N/A

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A

**CITY/STATE/FEDERAL FUNDS:** N/A

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

**AVAILABLE AMOUNT TO TRANSFER:** N/A

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

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

N/A

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## AGENDA ITEM REVIEW FORM

### Work Session

2.E.

**Meeting Date:** 02/06/2019

**Department Head:** Janet Taylor, Legal Secretary, Attorney's Office

**Submitted By:** Janet Taylor, Legal Secretary, Attorney's Office

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding Ordinance No. 388. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code Chapter 94, Parks and Recreation, by adding sections 94.30 through 94.37 relating to camping on public property; repealing any conflicting provisions; providing for severability; and providing provisions for penalty. **(Glenn J. Gimbut, Assistant City Attorney)**

### SUMMARY:

Recently the city has received complaints of campsites/habitats appearing on Bureau of Reclamation land near Mesa Street. These campsites are without permission from the Federal government. Traditional trespass laws are difficult to enforce with State and Federal lands since the State of Arizona and the U.S. Government usually will not show up in court to be witnesses to claims of trespass. Attached is what has been called an anti-camping statute which is similar to trespass laws, but is different in that it does not need the landowner to be a necessary witness in prosecution. Mechanically how it works is that the police department makes contact, asks to see written permission from the occupant to be there, and if that permission does not exist, they ask the person to leave and clean up the campsite. If they do not, then a crime has been committed. The city has the option of arresting the person or persons involved, and clean up the campsite (with permission from the State or the Federal government). One wants to have the option of arrest so that there is not a physical confrontation between the occupants of the campsite and city workers. An ordinance like this has been used for years in Apache Junction with success in ending illegal desert campsites there.

### RECOMMENDATION / SUGGESTED MOTION:

**Discussion and directions to staff only, no action.**

N/A

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A

**CITY/STATE/FEDERAL FUNDS:** N/A

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

**AVAILABLE AMOUNT TO TRANSFER:** N/A

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

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

This item does not involve a purchase. Any costs would be part of normal operations.

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### Attachments





# *Ordinance*

No. 388

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE SAN LUIS CITY CODE CHAPTER 94, PARKS AND RECREATION, BY ADDING SECTIONS 94.30 THROUGH 94.37 RELATING TO CAMPING ON PUBLIC PROPERTY; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING PROVISIONS FOR PENALTY**

BE IT ORDAINED by the Mayor and City Council of the City of San Luis, Arizona as follows:

Section 1: Chapter 94, Parks and Recreation, of the San Luis City Code, is hereby amended to add Sections 94.30 through 94.37, inclusive, to read as follows:

## Camping On Public Property

- 94.30 Definitions
- 94.31 Public property; restrictions
- 94.32 Other restrictions
- 94.33 Trees and shrubs in public places
- 94.34 Birds and animals; protection
- 94.35 Buildings prohibited
- 94.36 Camping prohibited
- 94.37 Penalty

## § 94.30 DEFINITIONS

For the purpose of this subchapter, §§ 94.30 through 94.37 inclusive, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**CAMPSITE.** Any place where any bedding, sleeping bag or other sleeping matter is placed, established or maintained, whether or not such place incorporates the use of any tent, lean-to, shack or other structure, or any vehicle or part thereof.

**PUBLICLY OWNED PROPERTY.** Any property owned by the city or owned by any county, municipal corporation, district, political subdivision

or agency of the State of Arizona, the State of Arizona, the United States or any subdivision or agency of the United States.

**PUBLIC WORKS DIRECTOR.** The Director of Public Works of the city or any employee authorized by the Director of Public Works to take action under this article.

**TO CAMP.** To set up or to remain in or at a campsite.

#### § 94.31 PUBLIC PROPERTY; RESTRICTIONS.

It is unlawful for any person to do any of the following acts upon any public street, highway, alley, public place or any other publicly owned property regardless of the purpose for which the property was dedicated, acquired or purchased without consent of the Council:

- (A) take possession of any said property in any manner;
- (B) occupy and remain upon the property;
- (C) continue to live upon any of the aforementioned property after having been notified by any police officer or employee of the city to vacate the premises;
- (D) build any structure or habitat of any kind upon any of the property;
- (E) dump boxes, trash, litter, paper, refuse matter, tin cans or garbage on any of the property;
- (F) drive any vehicle of any kind upon or cross any of the property, except where the streets, highways, alleys, roadways or driveways have been properly laid out and open to the public; and
- (G) fence in or cultivate any of the property. This division shall not be interpreted to prohibit any person who owns or is lawfully maintaining any land fronting on a street from maintaining a lawn, garden, trees or other foliage on the part of the street right-of-way that is not paved if the land is customarily maintained by the owner of, or person maintaining, the lot fronting on the land.

#### § 94.32 OTHER RESTRICTIONS.

No person shall maliciously or willfully deface, injure, destroy, besmear or bedaub any publicly owned building, sidewalk, street, pavement, curbing, water or sewer line or other publicly owned property.

§ 94.33 TREES AND SHRUBS IN PUBLIC PLACES.

(A) No person shall maliciously or willfully cut down, injure or destroy, in any manner, any tree, shrubbery, or flower, planted or growing in or on any street, park, alley or public grounds. This section shall not be interpreted to prohibit any person who owns or is lawfully maintaining any land fronting on a street from maintaining a lawn, garden, trees or other foliage on the part of the street right-of-way that is not paved if the land is customarily maintained by the owner of, or person maintaining, the lot fronting on the land.

(B) No person shall cut down any tree in any street right-of-way or parkway without permission of the Public Works Director.

§ 94.34 BIRDS AND ANIMALS; PROTECTION.

No person shall kill, wound, maim, injure or harm in any manner any bird or animal; or throw, fire or shoot any gun, pistol or other deadly weapon, or any stone, arrow or other missile at a bird or animal; or break, tear down or destroy any bird's nest or eggs or other contents of their nests on any publicly owned property except, the city may abate pests on city property.

§ 94.35 BUILDINGS PROHIBITED.

(A) It is unlawful for any person to maintain, build, erect or permit the erection of any building, hut, hotel, shanty, tent or other structure under his or her control on any street, sidewalk, alley, right-of-way or other publicly owned property.

(B) This section shall not prohibit the erection or installation of any tent or temporary structure where authorized by a permit issued by the city.

§ 94.36 CAMPING PROHIBITED.

It is unlawful for any person to camp in or upon any city sidewalk, street, alley, lane, park, public right-of-way or other place to which the general public has access, or under a bridge way or viaduct, unless otherwise specifically authorized by written permission, properly given, or by declaration by the mayor in emergency circumstances. This shall not be deemed to prohibit camping at designated campsites. No person shall be convicted of violating this section unless that person shall continue to camp after receiving a warning to leave and given a reasonable period of

time, not to exceed 24 hours, to leave. The warning may be given by a peace officer or by any city employee or officer, or by any other person charged with oversight or control of said public property.

**§94.37 PENALTY**

It shall be unlawful for any person, firm, or corporation to violate, or cause the violation, of any provision of this subchapter, §§ 94.30 through 94.36 inclusive. Any person, firm, or corporation violating any provision of this subchapter, §§ 94.30 through 94.37 inclusive, shall be guilty of a class one (1) misdemeanor, punishable pursuant to §10.99 of this Code. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 2: In the event of a conflict between the provisions of this Ordinance and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Macuil, City Attorney



## AGENDA ITEM REVIEW FORM

**Work Session****2.F.****Meeting Date:** 02/06/2019**Department Head:** Jenny Torres, Economic Development Manager, Administration, Economic Development**Submitted By:** Dania Castillo, Economic Development Assistant, Administration, Economic Development**Action Requested:** Discussion Item - No Action to be Taken

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**ITEM:**

Discussion and possible directions to staff on any and all matters regarding an Independent Contractor Agreement with Nasser O. Mendez to provide professional services for the 4FrontED Binational Region. **(Jenny Torres, Economic Development Manager)**

**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 Executive Director 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 annual salary of \$50,000.00 for the independent contractor services for fiscal year 2018-2019.

**RECOMMENDATION / SUGGESTED MOTION:**

**Discussion and possible directions to staff only, no action.**

N/A

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**Fiscal Impact**

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$50,000.00
<b>BUDGETED AMOUNT:</b>	\$50,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	4Fronted/100-20357/\$79,441.54
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	
4FrontED Account No. 100-20357	

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**Attachments**



**CITY OF SAN LUIS  
INDEPENDENT CONTRACTOR AGREEMENT  
FOR 4FRONTED EXECUTIVE DIRECTOR**

This Independent Contractor Agreement (“Agreement”) entered into this 13th day of February, 2019, between CITY OF SAN LUIS (“CITY”), a municipal corporation, with its principal office located at 1090 E. Union Street, San Luis, Arizona, 85349, and Nazzer O. Mendez an individual, with an address of 3591 W. 22<sup>nd</sup> Street, Unit E, Yuma, Arizona, 85364 (“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 Yuma County, 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.; Imperial County, California, U.S.A.; San Luis Rio Colorado, Sonora, Mexico; and regions within Baja California, Mexico.

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 executive director of a 4FrontedED Bi-National Region Under the CITY OF SAN LUIS on the 13<sup>th</sup> day of February, 2019 (“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 executive director position;

WHEREAS, a panel of members held interviews seeking to hire a part-time and bi-lingual director to serve in the position of Bi-National executive director 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 executive director 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 executive director 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 an annual contract salary of \$50,000 paid in equal monthly installments of Four Thousand One Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$4,166.67) 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 February 13<sup>th</sup>, 2019, and continue until January 31<sup>st</sup>, 2020, 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.

## **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.

## **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 A. De La Hoya, City Manager  
City of San Luis  
1090 E. Union Street  
San Luis, Arizona 85349  
(928) 341-8520 office

If to Contractor: Nazzer O. Mendez  
3591 W. 22<sup>nd</sup> Street, Unit E  
Yuma, Arizona 85364  
(602) 472-1573

#### **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 executive director, effective as of the date above.

**CITY OF SAN LUIS**

**CONTRACTOR**

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By: Tadeo A. De La Hoya  
Its: City Manager

---

By: Nazzer O. Mendez  
Its:

## **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 2017-2018 Budget

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
<b>REVENUE</b>													
Yuma County													\$ 12,836.00
Town of Wellton													\$ 620.00
City of Yuma													\$ 19,590.00
City of Somerton													\$ 3,152.00
City of San Luis													\$ 6,800.00
2017-2018 carry over funds													\$ 33,090.07
Donations													\$ -
<b>Total Revenue</b>													<b>\$ 76,088.07</b>
<b>EXPENSES</b>													
Office Supplies			\$ 50.00			\$ 50.00			\$ 50.00			\$ 50.00	\$ 200.00
Other Supplies	drinks, coffee		\$ 20.00			\$ 20.00			\$ 20.00			\$ 20.00	\$ 80.00
External Printing	letterhead, business cards		\$ 300.00						\$ 300.00				\$ 600.00
Subscriptions	AMC						\$ 250.00						\$ 250.00
Postage			\$ 50.00						\$ 50.00				\$ 100.00
Minor Tool/equipment	laptop							\$ 1,200.00					\$ 1,200.00
Miscellaneous	catering			\$ 100.00			\$ 100.00		\$ 100.00			\$ 100.00	\$ 400.00
Contractual Services	Executive Director	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 4,174.00	\$ 50,000.00
Special services	website support/hosting	\$ 70.00	\$ 55.00	\$ 100.00	\$ 55.00	\$ 55.00	\$ 100.00	\$ 55.00	\$ 55.00	\$ 100.00	\$ 55.00	\$ 55.00	\$ 855.00
Travel and Per Diem	AMC			\$ 1,000.00			\$ 1,000.00		\$ 1,000.00			\$ 1,000.00	\$ 4,000.00
Conference/Registration				\$ 300.00			\$ 300.00		\$ 300.00			\$ 300.00	\$ 1,200.00
Sponsorships									\$ 2,000.00				\$ 2,000.00
<b>Total Expenses</b>													<b>\$ 60,485.00</b>
<b>Total Budget</b>													<b>\$ 15,603.07</b>



## AGENDA ITEM REVIEW FORM

### Work Session

2.G.

**Meeting Date:** 02/06/2019

**Department Head:** Jenny Torres, Economic Development Manager, Administration, Economic Development

**Submitted By:** Dania Castillo, Economic Development Assistant, Administration, Economic Development

**Action Requested:** Motion

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding a contract with James Davey and Associates, Inc. to provide design and engineering services for Rancho Los Oros Improvements. **(Jenny Torres, Economic Development Manager)**

### SUMMARY:

The City of San Luis intends to apply for \$300,000.00 in Community Development Block Grant funds from the State Special Projects (SSP) account from the Arizona Department of Housing for improvements on Rancho Los Oros. This is a competitive round of funding in which applicants must submit engineering design and construction plans as part of the grant application. We are requesting to award an engineering contract in the amount of \$39,720.00 to James Davey and Associates, Inc. for the design of this project.

James Davey and Associates, Inc. is a provider on the on-call engineering services list, per Resolution No. 1143.

### RECOMMENDATION / SUGGESTED MOTION:

**Discussion and possible directions to staff only, no action.**

N/A

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### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$39,720.00
<b>BUDGETED AMOUNT:</b>	\$59,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Contractual Services 100-135-80000/\$50,416.52

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

Funds for contract budgeted under Economic Development Contractual Services, Account No. 100-135-80000.

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## Attachments

Proposal

Engineering Contract

Map - Rancho Los Oros

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*City of San Luis  
Rancho Los Oros Reconstruction Project*

*Prepared by: James Davey and Associates, Inc.*

January 15, 2019

Item	Description		Principal Engineer	Project Engineer	Engineering Technician	Survey Crew	Direct Costs	Comments
<b><u>DESIGN PHASE SERVICES</u></b>								
1	Project Management & Meetings		6	4				
2	Topographic Survey			2		16		
3	Prepare Survey Base Sheets	6 Sheets 9 Hrs/Sheet	1	12	42			
4	Geotechnical Report			1			\$3,500	To be subcontracted to GTS. Includes pavement design, overexcavation and trench backfill recommendations.
5	Utility Coordination/Conflict Resolution, Submittals to Utilities		1	8				Potholing Costs Not Included - Assumed by City of San Luis Utility Crews if needed.
6	Prepare Design Plans							
	Cover Sheet	1 Sheet 5 Hrs/Sheet		1	4			
	Roadway Plan and Profiles - 20 Scale	6 Sheets 18 Hrs/Sheet	6	24	78			1:20 Scale
	Sewer Plan and Profile Sheet	1 Sheet 20 Hrs/Sheet	1	3	16			1:20 Scale
	Storm Drain Plan and Profile Sheets	2 Sheets 20 Hrs/Sheet	2	6	32			1:20 Scale
	General Sheets/Standard Details	2 Sheets 9 Hrs/Sheet	1	4	13			
	Special Details	2 Sheets 16 Hrs/Sheet	2	6	24			
7	Prepare Special Conditions		1	10				
8	Prepare Quantities and Bid Schedule		1	10				
<b>Total Hours</b>			<b>22</b>	<b>91</b>	<b>209</b>	<b>16</b>	<b>3,500</b>	
<b>Hourly Rates</b>			<b>\$150</b>	<b>\$125</b>	<b>\$90</b>	<b>\$160</b>	<b>x 1.05</b>	
<b>Total Costs</b>			<b>\$3,300</b>	<b>\$11,375</b>	<b>\$18,810</b>	<b>\$2,560</b>	<b>\$3,675</b>	
<b>TOTAL FEE ESTIMATE</b>								<b>\$39,720</b>

## **AGREEMENT FOR ENGINEERING SERVICES**

This Agreement is made on the 13<sup>th</sup> day of February, 2019, 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"): Rancho Los Oros Improvements.

This project is being undertaken by the City of San Luis, Arizona and is to implement such improvements under the general direction of the State of Arizona Department of Housing, Community Development Block Grant Program, (CDBG). The accomplishment of the work and services described in this Agreement is necessary and essential to the public works improvement program of the City; 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 Rancho Los Oros Improvements. All for an estimated cost of \$39,720.00 ("Project"). Engineer will supply City with an estimated construction cost.

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 \$39,720.00.

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.**

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

a. 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.

b. 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.

c. The final ten percent (10%) of the Basic Fee prorated in accordance with final design, and acceptance of the Project, and receipt of approved, reproducible mylar drawings of the Project plans prepared in a format prescribed by the Public Works 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.

#### **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: \_\_\_\_\_  
Tadeo A. De La Hoya, City Manager

By: \_\_\_\_\_  
James Davey

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Kay Macuil, 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 the requested number of sets of the approved Contract Documents for the Project

### 3. Other Services.

#### 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.

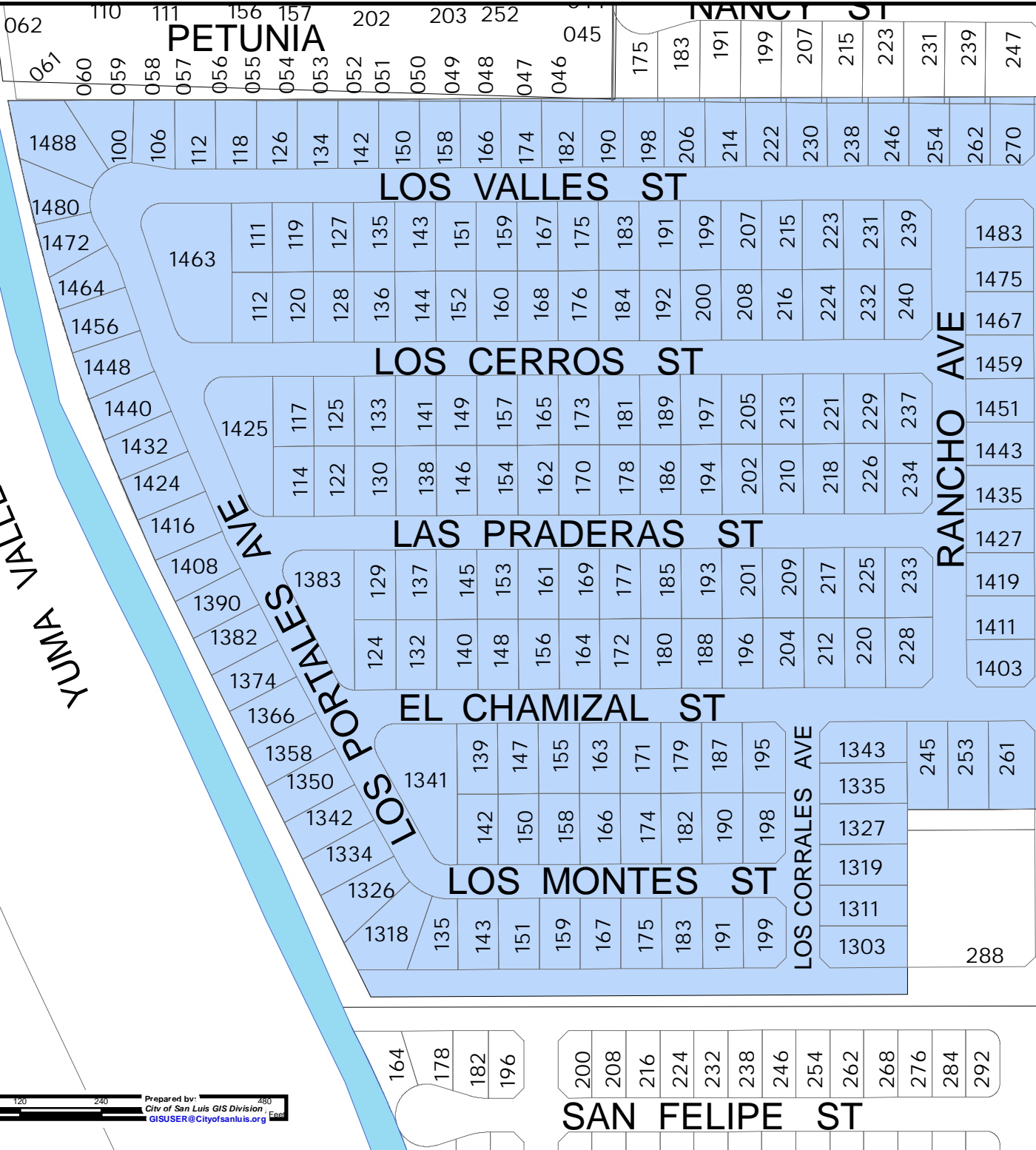
3. If any delay is caused to the Engineer by order of the City to change the design or plans; or by failure of the City to designate right-of-way, or to supply or cause to be supplied any data not otherwise available to the Engineer that is required in performing the work described; or by other delays 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.

# RANCHO LOS OROS

WEST  
YUMA VALLEY LEVEE





## AGENDA ITEM REVIEW FORM

### Work Session

2.H.

**Meeting Date:** 02/06/2019

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

**Submitted By:** Dania Castillo, Economic Development Assistant, Administration, Economic Development

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding Resolution No. 2063. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into the 4FrontED Binational Program through an amended and restated intergovernmental agreement with the Town of Wellton, the cities of Somerton and Yuma, and Yuma County for the continued support of economic development of the greater Yuma region. **(Jenny Torres, Economic Development Manager)**

### SUMMARY:

The City of San Luis and its member agencies composed of the City of Yuma, the City of Somerton, the Town of Wellton and Yuma County expressed an interest in continuing 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 program's goals. The funding mechanism approved by all member agencies is twenty cents (.20¢) per capita using the 2017 population census estimate of 35,289. The city's contribution to this effort is **\$7,058.00**. Resolution No. 2063 will adopt the updated IGA as previously approved through Resolutions No.1155 and 1164 by the San Luis City Council.

### RECOMMENDATION / SUGGESTED MOTION:

**DISCUSSION AND DIRECTIONS TO STAFF ONLY, NO ACTION.**

N/A

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### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$7,058.00
<b>BUDGETED AMOUNT:</b>	Yes
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	100-110-80000/Contractual Services/Remaining Balance \$112,855.73

**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.

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**Attachments**

Resolution No. 2063

Amended 4FrontED IGA

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# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2063

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO THE 4FRONTED BINATIONAL PROGRAM THROUGH AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF WELLTON, THE CITIES OF SOMERTON AND YUMA, AND YUMA COUNTY FOR THE CONTINUED SUPPORT OF ECONOMIC DEVELOPMENT OF THE GREATER YUMA REGION.

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

**Section 1.** that it is deemed in the best interest of City of San Luis and its residents that the city enter into an Amended and Restated Intergovernmental Agreement with the Town of Wellton, the cities of Somerton and Yuma, and Yuma County for the continued support of economic development of the greater Yuma region;

**Section 2.** that a true copy of said Intergovernmental Agreement is incorporated herein as though fully set forth again in full;

**Section 3.** that the Mayor or City Manager and his designee are hereby authorized and directed to execute this Amended and Restated Intergovernmental Agreement on behalf of the City of San Luis and to take any and all actions as may be necessary to put the agreement into effect; and

**Section 4.** that the San Luis City Clerk and her designee are authorized and directed to maintain this Amended and Restated Intergovernmental Agreement in the official files of the City Clerk and to deliver it to the other Parties to said Agreeemnt.

**PASSED, ADOPTED and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this \_\_\_\_ day of January 2019.

\_\_\_\_\_  
Gerardo Sanchez, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Marion Macuil, City Attorney

**AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT OF THE  
4FRONTED BINATIONAL PROGRAM  
TO SUPPORT  
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION**

This Amended and Restated Agreement (this “Agreement”) is made as of the date of the last governing agencies’ signature below, this \_\_\_\_ day of \_\_\_\_\_, 2019, (the “Agreement Date”).

This Agreement is made among the following governmental agencies:

City of San Luis, an Arizona municipal corporation  
1090 East Union Street  
San Luis, Arizona 85349 (“San Luis”);

City of Somerton, an Arizona municipal corporation  
110 North State Avenue  
Somerton, Arizona 85350 (“Somerton”);

Town of Wellton, an Arizona municipal corporation  
28634 Oakland Avenue  
Wellton, Arizona 85356 (“Wellton”);

City of Yuma, an Arizona municipal corporation with Charter  
One City Plaza  
Yuma, Arizona 85364 (“Yuma”) and

County of Yuma, a body corporate and politic of the State of Arizona  
198 West Main Street  
Yuma, Arizona 85364 (the “County”).

The above governmental agencies may be referred to individually as a “Party,” and collectively as the “Parties” or as the “Cities and County.” The governmental agencies which are municipalities may be referred to collectively as the “Cities.” The Cities and County comprise a funding committee of the area inside Yuma County for the sole purposes of this Agreement.

**RECITALS**

- A. The Parties entered into an Intergovernmental Agreement dated September 19, 2016, to promote economic development of the Region (the “Original Agreement”).
- B. The County and the Cities joining in this Agreement wish to continue to have a formalized

multilateral relationship to promote growth and expand economic opportunities in Yuma County, Arizona, U.S.A.; Imperial County, California, U.S.A.; San Luis Rio Colorado, Sonora, Mexico; and regions within Baja California, Mexico.

- C. 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.
- D. The County and the Cities support the 4FrontED Binational Program objectives which include but are not limited to the following:

#### Binational Cluster Development

1. Identify, map, and define binational regional business clusters such as advanced manufacturing opportunities. Establish and 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 ExporTech Boot Camp.
  - Further leverage the economic benefit of the agriculture trade moving through the San Luis II 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-added 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 develop 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 Investing in Manufacturing Communities Partnership (IMCP) 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.

## 2. Strengthen Binational Workforce Development.

- Broaden the educational exchange among 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, Arizona State University, University of Arizona and other institutions of higher learning to target advanced degrees to maquila managers or leadership.

## 3. 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.

## 4. Leverage port of entry and border infrastructure investments.

- Aggressively promote the San Luis commercial port of entry, San Luis II Port of Entry.
- Continue to pursue improvements to the ports of entry.

- Pursue increased ports of entry staffing to improve efficiencies of border crossings.
  - Build cross-border public transportation, bicycling and pedestrian improvements.
5. Spur innovation and entrepreneurship.
- 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.
6. Maximize developable industrial land.
- Move forward with economic development strategies to ensure that the industrial border land is ready for manufacturing facilities. Focus on project readiness of industrial sites.
7. Continue to improve regional infrastructure.
- The Cities of San Luis, San Luis Rio Colorado, Somerton, Wellton, Yuma and Yuma County 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.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, and the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby 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 meaning:

1.1 “Binational Program” means the 4FrontED Binational Program for attracting businesses for

regional economic development and growth as described in this Agreement.

1.2 “Region” means Yuma County, Arizona, U.S.A.; Imperial County, California, U.S.A.; San Luis Rio Colorado, Sonora; and regions within Baja California, Mexico.

## **SECTION TWO. GENERAL PROVISIONS**

2.1 San Luis is the “Fiscal Agent” responsible for administering the funds for the Binational Program. The Fiscal Agent is the Finance Director for the City of San Luis. San Luis shall only use the funds for the objectives stated in this Agreement’s recitals, and the funds expended, shall not exceed the one-year budget as set forth in Exhibit A, attached hereto and incorporated herein by reference. The Fiscal Agent shall not distribute and expend any funds without the prior authorization from the Executive Director and or at least one other Party. The Fiscal Agent is responsible for the engagement of the services of the Executive Director, as defined in this section, along with the rest of the Cities and the County, and for preparing and providing expenses and budget reports to the other Cities and the County on a quarterly basis. The reports shall be prepared in accordance with generally accepted accounting principles.

2.2 Through their respective budgeting processes, the Parties shall budget for and contribute to the funding of services for a bilingual and bi-cultural executive director (“Executive Director”) and related economic activities. Each Parties funding amount shall be based on twenty cents (20¢) per capita and using the Parties’ 2017 population estimates from the Arizona Department of Revenue, attached hereto as a part of Exhibit A, and incorporated herein by reference. The 2017 population estimates and respective Parties contribution is as follows:

<b>Location</b>	<b>Population</b>	<b>Contribution</b>
San Luis, AZ	35,289	\$ 7,058.00
Somerton	17,103	\$ 3,421.00
Wellton	3,171	\$ 634.00
Yuma City	101,620	\$ 20,324.00
Yuma County <sup>1</sup>	64,465	\$ 12,893.00
<b>Total</b>	<b>221,648</b>	<b>\$ 44,330.00</b>

<sup>1</sup> Yuma County population only includes population not within an incorporated area.

The contributions shall be adjusted on an annual basis based on the Arizona Department of Revenue population estimates and on the recommendation of the 4FrontED staff and the approval of all of the Parties through their respective budgeting and procurement procedures. The funds should be submitted to the Fiscal Agent by August 1<sup>st</sup> of each year.

2.3 The County and the Cities may, through the Fiscal Agent, engage the services of an Executive Director to manage the Binational Program. The Executive Director responsibilities include, but are not limited to, maintaining websites and social media accounts for 4FrontED, preparing and giving presentations to large groups, promoting the binational Region and being the main link between organizations on both sides of the border.

2.4 The County and the Cities shall, through the Fiscal Agent, contract with any other contractor(s) or entity/entities to meet the goals as stated in this Agreement.

2.5 The County and the Cities shall work with San Luis Rio Colorado, Sonora, Mexico and other cities in Mexico as deemed appropriate.

### **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 Parties 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. Any such Party shall diligently endeavor to remove or overcome such inability with all reasonable dispatch. If a Party cannot remove or overcome its force majeure, then such Party may terminate its participation in this Agreement by providing 30 days of written notice to the other Parties. 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 on account of any other causes not reasonably within the control of the Party.

### **SECTION FOUR. TERM OF AGREEMENT; EXTENSION; RENEWAL**

4.1 Original Agreement: The term of the Original Agreement was from September 19, 2016, to September 19, 2017. The Original Agreement is attached hereto at Exhibit B.

4.2 Extension: This Agreement extends the term of the Original Agreement retroactively. The term of Original Agreement shall terminate as of the Agreement Date of this Agreement.

4.3 Effective: This Agreement shall be effective upon the Agreement Date. The Agreement Date is the date the last Party signs this Agreement. There shall be no gap in time between the extension of the Original Agreement and the Agreement Date.

4.4 Term: The term of this Agreement shall be from the Agreement Date for a period of five years and shall automatically renew for up to five successive one-year terms (the “Renewal Terms”) unless terminated by all of the Parties pursuant to the terms of this Subsection 4.6 below.

4.5 Termination by Individual Party: With or without cause, a Party may terminate its participation in this Agreement upon providing all the other Parties written notice of termination a minimum of thirty (30) days prior to the termination date. Following termination of participation by one or more Parties, this Agreement shall remain in full effect with respect to the remaining participating Parties. If an individual Party terminates its participation in the Agreement, such Party shall not receive a reimbursement of the funds it contributed pursuant to this Agreement except as set forth in Section 4.9.

4.6 Termination of Entire Agreement: If all Parties terminate this Agreement, this Agreement shall terminate within 30 days of termination. The Agreement terminates upon all but one of the Parties electing to terminate their participation in this Agreement pursuant to Section 4.5 above.

4.7 Termination by Failure to Contribute: If a Party fails to contribute the amount required pursuant to Subsection 2.2 above, the Fiscal Agent may request said contribution from the Party in breach. If within twelve months from the date of the request for contribution, the Party has not cured its breach, then the breaching Party shall be deemed to have terminated its participation in this Agreement. A Party may reinstate its participation in this Agreement by making its contribution pursuant to Subsection 2.2 above, in the amount applicable to the year the Party wishes to reinstate.

4.8 Continuation Subject to Appropriation: Each Party is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during such Party’s then current fiscal year. Each Party’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the Party concerning budgeted purposes and appropriations of funds. Should any Party elect not to appropriate and budget funds to pay its obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and such Party shall be relieved of any subsequent obligation under this Agreement. The Parties agree that each Party has no obligation or duty of good faith to budget or appropriate the payment of the Party’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Each Party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of any Party to make any payment pursuant to this Agreement is not a general obligation or indebtedness of such Party. The Parties hereby waive any and all rights to bring any claim against each other from or relating in any way to any Party’s termination of this Agreement pursuant to Subsection 4.7.

4.9 Disposition of Funds: Upon termination or expiration of this Agreement, the Fiscal Agent shall return any and all remaining unexpended funds to the Cities and the County in a pro-rata proportion of the amounts originally contributed by each Party.

**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. 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. 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, and the counterparts may be exchanged by electronic transmission (including by email), each of which shall be deemed to be an original, but all of which together constitute one and the same instrument.

**SECTION SEVEN. WORKERS' COMPENSATION**

For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

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## **SECTION EIGHT. INDEMNIFICATION**

To the extent permitted by law, each Party to this Agreement agrees (as indemnitor) to indemnify, defend, and hold harmless every other Party (as indemnitee) from and against any and all claims, losses, fines, penalties, damages, judgments, liabilities, costs, or expenses (including reasonable attorney fees) (collectively, "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused, in whole or in part, by the negligent acts, directives, errors, omissions, or misconduct, or other fault of the Indemnitor may be legally liable. The Indemnitee and Indemnitor shall cooperate with each other in fulfilling their obligations under this section. Within ten (10) day after indemnitee receives a notice of claim that is likely to become subject to this indemnity provision, such Party shall provide written notice to the indemnitor(s) ("Claim Notice"). Indemnitee's failure to provide a Claim Notice to indemnitor does not relieve indemnitor of any liability that indemnitor may have to indemnitee, but in no event shall indemnitor be liable for any Claims that result from a delay in providing a Claim Notice. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related Claims (to the extent that the nature and amount of the Claims are known at the time). Indemnitee shall furnish promptly to indemnitor copies of all papers and official documents received in respect of any Claims. The obligations under this Section Eight shall survive a Party's individual termination of its participation and the termination of this Agreement as a whole.

## **SECTION NINE. INSURANCE COVERAGE**

The Parties shall have for the duration of their participation in this Agreement insurance coverage in the U.S. Dollar amounts listed in the below table, and shall provide proof to any other Party upon request. If a Party carries out the terms of this Agreement in Mexico, that Party shall obtain Mexican Insurance in sufficient amount to cover those activities.

General Liability per Occurrence	\$2,000,000
General Liability in the Aggregate	\$6,000,000
Auto combined single limit	\$2,000,000
Workers' Compensation	Arizona Statutory Limits
All Workers' Compensation Employer Liability	\$1,000,000

## **SECTION TEN. MISCELLANEOUS PROVISIONS**

**10.1 Compliance with the Law:** The Parties agree to comply with all federal, state, and local statutes, laws, ordinances, rules, and regulation including but not limited to

conflicts of interest at A.R.S. § 38-511 and e-verify at A.R.S. §41-4401 and 23-214. The Parties certify by signing this Agreement that they do not participate in and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01.

10.2 Notices: All notices to be given under this Agreement, or which may be given by any Party to the other Parties, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by: (i) deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid, (ii) personal delivery by a process server or (iii) sent by a nationally recognized courier (e.g., Federal Express, UPS) and addressed to the City Manager and City Attorney or County Administrator and County Attorney of each respective Party at their official addresses.

10.3 Waiver: No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

10.4 Headings: The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of the provisions of the Agreement.

10.5 Authority: The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement.

10.6 Amendment of the Agreement: No changes or additions are to be made to this Agreement except by written amendment executed by all of the Parties.

10.7 Governing Law: The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.

10.8 Venue:The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona or in the United State District Court for the District of Arizona at the election of the plaintiff in such legal action and the Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

10.9 No Third-Party Beneficiaries: There are no third-party beneficiaries to this Agreement, and no person or entity not a Party shall have any right or cause of action under this Agreement.

10.10 No Agency Created: It is not intended by this Agreement to, and nothing contained in this Agreement shall create any partnership, joint venture or other similar arrangements among the Parties.

10.11 No Personal Liability: No member, official, or employee of the Parties shall be personally liable for any breach of this Agreement.

10.12 Time is of the essence: Time is of the essence in this Agreement.

10.13 Entire Agreement: This Agreement, including its Exhibits, which are incorporated herein by this reference, constitutes the entire Agreement among the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded and merged in this Agreement.

The Parties have executed this Agreement in Yuma County, Arizona as of the date of their respective signatures set forth below.

[Intentionally left blank, signature pages follow.]

**CITY OF SAN LUIS**

\_\_\_\_\_  
Gerardo Sanchez, Mayor

Date: \_\_\_\_\_

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she has reviewed the above Agreement on behalf of her client and (ii) as to her client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Kay Marion Macuil, City Attorney

**CITY OF SOMERTON**

\_\_\_\_\_  
Gerardo Anaya, Mayor

Date: \_\_\_\_\_

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Jorge Lozano, City Attorney

**TOWN OF WELLTON**

\_\_\_\_\_  
Cecilia C. McCollough, Mayor

Date: \_\_\_\_\_

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she has reviewed the above Agreement on behalf of her client and (ii) as to her client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Nicholle Harris, Town Attorney

**CITY OF YUMA**

\_\_\_\_\_  
Douglas J. Nicholls, Mayor

Date: \_\_\_\_\_

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Richard W. Files, City Attorney

**COUNTY OF YUMA**

\_\_\_\_\_  
Marco Antonio Reyes, Chair of the Board of Supervisors

Date: \_\_\_\_\_

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Jon R. Smith, Yuma County Attorney

**EXHIBIT A**  
**TO**  
**AMENDED AND RESTATED**  
**INTERGOVERNMENTAL AGREEMENT OF THE**  
**4FrontED BINATIONAL PROGRAM**  
**TO SUPPORT**  
**ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION**

[Budget and 2017 Population Estimates]

<b>Location</b>	<b>Population</b>	<b>Contribution</b>
San Luis, AZ	35,289	\$ 7,058.00
Somerton	17,103	\$ 3,421.00
Wellton	3,171	\$ 634.00
Yuma City	101,620	\$ 20,324.00
Yuma County <sup>1</sup>	64,465	\$ 12,893.00
<b>Total</b>	<b>221,648</b>	<b>\$ 44,330.00</b>

**EXHIBIT B**  
**TO**  
**AMENDED AND RESTATED**  
**INTERGOVERNMENTAL AGREEMENT OF THE**  
**4FrontED BINATIONAL PROGRAM**  
**TO SUPPORT**  
**ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION**

[Original Agreement]

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

This AGREEMENT is made on this 25<sup>th</sup> day of October 2017 (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:

<b>Location</b>	<b>Population</b>	<b>Contribution</b>
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 <sup>1</sup>	64,180	\$ 12,836.00
<b>Total</b>	<b>214,991</b>	<b>\$ 42,998.00</b>

<sup>1</sup> Yuma County population only includes population not within an incorporated area.

- C. The Binational program shall meet the goals in the border business case incorporated in this Agreement.
- D. 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.
- E. 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.
- F. The County and the Cities shall work with San Luis Rio Colorado, Sonora, Mexico and other Mexico cities as deemed appropriate.
- G. 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 25<sup>th</sup> day of October 2017 and shall have a term of one year, ending the 25<sup>th</sup> day of October 2018 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.

#### **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 28 day of December 2017

The City of Somerton

By: 

Jose Yopez  
Mayor

This 4 day of December 2017

The Town of Wellton

By: 

Cecilia C. McCollough  
Mayor

This 2nd day of November 2017

The City of Yuma

By: 

Douglas Nicholls  
Mayor

This 9th day of November 2017

The County of Yuma

By: 

Marco A. (Tony) Reyes  
Chair of the County Board of Supervisors

This 16th day of October 2017

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 25 day of October, 2017

Kay Marion Macuil  
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 4<sup>th</sup> day of December, 2017

Jorge Lozano  
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 31<sup>st</sup> day of Oct., 2017

Gary Verburg  
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 7 day of November, 2017

Richard W. Files  
Richard W. Files  
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 16<sup>th</sup> day of October, 2017

Jon R. Smith

Jon R. Smith  
Yuma County Attorney