

**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. 22nd 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 13th 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 13th, 2019, and continue until January 31st, 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. 22nd 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

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

By: Nazzar 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
REVENUE													
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													\$ -
Total Revenue													\$ 76,088.07
EXPENSES													
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
Total Expenses													\$ 60,485.00
Total Budget													\$ 15,603.07