



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 at 6:30 p.m., Wednesday, May 1, 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, 1ro. de Mayo 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
May 1, 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 and all matters regarding dissolving the Infrastructure Improvements Advisory Committee for the City of San Luis. **(Kay Marion Macuil, City Attorney)**
 - 2. B.** Discussion and possible directions to staff on any and all matters regarding the ratification of an agreement contract between Radikal Magazine and the City of San Luis for a baseball exhibition game between the Tomateros de Culiacan, Sinaloa and Cañeros de Los Mochis, Sinaloa or Mayos de Navojoa, Sonora on September 27, 2019 and a pre-game on September 26, 2019 both at the Joe Orduño Park. **(Lizandro Galaviz, Director of Parks & Recreation)**
 - 2. C.** Discussion and possible direction to staff on any and all matters regarding the proposal of a contract between the City of San Luis and ECOMUSICKRECORDS LLC for musical performances during the 2019 Founders Day Celebration event. **(Jesus Meza, Assistant Director of Parks & Recreation)**
- 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: 05/01/2019

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding dissolving the Infrastructure Improvements Advisory Committee for the City of San Luis. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

In October of 2017, City Council created the Infrastructure Improvements Advisory Committee for the City of San Luis under A.R.S.

§9-463.05(G)(2) (the statute is attached). The statute allows for either an Advisory Committee for Development Fees or an audit every two years.

Here is the language from the Statute:

*"In lieu of creating an advisory committee pursuant to paragraph 1 of this subsection, provide for a **biennial certified audit** of the municipality's land use assumptions, infrastructure improvements plan and development fees. An audit pursuant to this paragraph shall be conducted by one or more qualified professionals who are not employees or officials of the municipality and who did not prepare the infrastructure improvements plan. The audit shall review the progress of the infrastructure improvements plan, including the collection and expenditures of development fees for each project in the plan, and evaluate any inequities in implementing the plan or imposing the development fee. The municipality shall post the findings of the audit on the municipality's website or the website of an association of cities and towns if the municipality does not have a website and shall conduct a public hearing on the audit within sixty days of the release of the audit to the public."*

In the gap between Finance Directors, the City Attorney recommended the Advisory Committee. However, once the current Finance Director was on board, it was found that audits had been prepared.

The Committee members have been contacted individually and have no issue with dissolving the committee.

Staff recommends dissolving the Advisory Committee.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

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):

There is no fiscal impact associated with this item.

Attachments

ARS 9-463-05(G)

[Arizona Revised Statutes Annotated](#)

[Title 9. Cities and Towns](#)

[Chapter 4. General Powers](#)

[Article 6.2. Municipal Subdivision Regulations \(Refs & Annos\)](#)

A.R.S. § 9-463.05

§ 9-463.05. Development fees; imposition by cities and towns; infrastructure improvements plan; annual report; advisory committee; limitation on actions; definitions

....

G. A municipality shall do one of the following:

1. Before the adoption of proposed or updated land use assumptions, infrastructure improvements plan and development fees as prescribed in subsection D of this section, the municipality shall appoint an infrastructure improvements advisory committee, subject to the following requirements:

(a) The advisory committee shall be composed of at least five members who are appointed by the governing body of the municipality. At least fifty per cent of the members of the advisory committee must be representatives of the real estate, development or building industries, of which at least one member of the committee must be from the home building industry. Members shall not be employees or officials of the municipality.

(b) The advisory committee shall serve in an advisory capacity and shall:

(i) Advise the municipality in adopting land use assumptions and in determining whether the assumptions are in conformance with the general plan of the municipality.

(ii) Review the infrastructure improvements plan and file written comments.

(iii) Monitor and evaluate implementation of the infrastructure improvements plan.

(iv) Every year file reports with respect to the progress of the infrastructure improvements plan and the collection and expenditures of development fees and report to the municipality any perceived inequities in implementing the plan or imposing the development fee.

(v) Advise the municipality of the need to update or revise the land use assumptions, infrastructure improvements plan and development fee.

(c) The municipality shall make available to the advisory committee any professional reports with respect to developing and implementing the infrastructure improvements plan.

(d) The municipality shall adopt procedural rules for the advisory committee to follow in carrying out the committee's duties.

2. In lieu of creating an advisory committee pursuant to paragraph 1 of this subsection, provide for a biennial certified audit of the municipality's land use assumptions, infrastructure improvements plan and development fees. An audit pursuant to this paragraph shall be conducted by one or more qualified professionals who are not employees or officials of the municipality and who did not prepare the infrastructure improvements plan. The audit shall review the progress of the infrastructure improvements plan, including the collection and expenditures of development fees for each project in the plan, and evaluate any inequities in implementing the plan or imposing the development fee. The municipality shall post the findings of the audit on the municipality's website or the website of an association of cities and towns if the municipality does not have a website and shall conduct a public hearing on the audit within sixty days of the release of the audit to the public.



AGENDA ITEM REVIEW FORM

Work Session

2.B.

Meeting Date: 05/01/2019

Department Head: Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the ratification of an agreement contract between Radikal Magazine and the City of San Luis for a baseball exhibition game between the Tomateros de Culiacan, Sinaloa and Cañeros de Los Mochis, Sinaloa or Mayos de Navojoa, Sonora on September 27, 2019 and a pre-game on September 26, 2019 both at the Joe Orduño Park. **(Lizandro Galaviz, Director of Parks & Recreation)**

SUMMARY:

Baseball exhibition games have been a huge success in our city for the last couple of years. Game after game, the community has attended to watch great games between outstanding professional baseball leagues. Due to the great success these exhibitions have created, we have been hosting two (2) games per year and this year staff wants to create a baseball exhibition like no other.

On March 13, 2019, City Council approved a contract agreement with Radikal Magazine for a baseball exhibition game on Friday, September 27, 2019, between Los Tomateros de Culiacan, Sinaloa and Cañeros de Los Mochis, Sinaloa or Mayos de Navajoa, Sonora. However, staff has recently been notified of a potential pre-baseball game that would have the date of Thursday, September 26, 2019, in which Los Tomateros de Culiacan, Sinaloa would play against Las Aguilas de Mexicali, Baja California.

Staff is seeking direction regarding the ratification of the contract agreement approved on March 13, 2019, between Radikal Magazine and the City of San Luis for the Baseball Exhibition Game on Friday, September 27, 2019, for the amount of \$8,800.00. Staff would like direction regarding the approval of the new contract agreement in which a pre-baseball game would be scheduled on Thursday, September 26, 2019, between Los Tomateros de Culiacan, Sinaloa and Las Aguilas de Mexicali, Baja California. If this additional contract agreement were to be considered by City Council, staff would request an increase of \$4,998.00 to the already approved budget of \$8,800.00 from the previous contract agreement approved on March 13, 2019. With the increase of \$4,998.00 to the already approved contract would give a grand total of \$13,798.00 for a two-day baseball exhibition game event scheduled for Thursday, September 26, 2019, and Friday, September 27, 2019, at the Joe Orduño Park. The headlining team would be Los Tomateros de Culiacan, Sinaloa for both dates.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: CITY
TOTAL: \$13,798.00
BUDGETED AMOUNT: Budgeted for Fiscal Year 2019
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Special Services -
100-145-80005

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

Fiscal impact as described above.

Attachments

Baseball Exhibition Contract Agreement - September 27, 2019
Baseball Exhibition Contract Agreement - September 26, 2019
Radikal Magazine Invoice - Sept. 27, 2019
Radikal Magazine Invoice - Sept. 26, 2019

**AGREEMENT FOR
FALL LMP BASEBALL IN SAN LUIS, ARIZONA 2019**

This agreement ("Agreement") made this ___ day of March, 2019 (the date of the last signature) between Radikal Magazine, L.L.C., P. O. Box 2197, San Luis, Arizona ("RADIKAL MAGAZINE"), and the City of San Luis, Arizona P.O. Box 1170, 1090 East Union Street, San Luis, Arizona ("CITY"). RADIKAL MAGAZINE and the CITY may be referred to singularly as the "Party" and collectively as the "Parties."

**SECTION ONE.
EVENT**

Under the terms of this Agreement, a baseball game shall be held in San Luis, Arizona on September 27, 2019, with the teams Tomateros de Culiacan, Sinaloa vs. Cañeros de Los Mochis, Sinaloa or Mayos de Navojoa Sonora. The teams will arrive at 4:00pm, September 27, 2019.

**SECTION TWO.
DUTIES OF RADIKAL MAGAZINE**

- 2.1 RADIKAL MAGAZINE shall provide the participating teams for the game at the on the date, time and place described in Section One above.
- 2.2 RADIKAL MAGAZINE shall coordinate media interviews with participating players and team staff with the CITY.
- 2.3 RADIKAL MAGAZINE shall manage and oversee all communication with both teams, including all travel logistics, and coordination with teams on site in San Luis, Arizona.
- 2.4 RADIKAL MAGAZINE shall provide support and advice regarding public relations (P.R.), social media, marketing, and advertising.
- 2.5 RADIKAL MAGAZINE shall assist in game broadcast communication with the teams and LMP league office.

**SECTION THREE.
DUTIES OF THE CITY**

- 3.1 Food: The CITY shall provide dinner for both teams (40 to 60 per team including players, coaches and staff per team) for a maximum of 100 people per meal, 1 meal total on September 27, 2019 (dinner).
- 3.2 Game Expenses: The CITY shall supply, baseballs, shall pay umpires, and shall pay any other normal game operations expenses.

3.5 Fee: The CITY shall pay \$8,000 U.S. dollars to RADIKAL MAGAZINE. The first payment of \$4,000.00 will be made upon signing of this Agreement and will save the September 27, 2019 date the second payment of \$4,000.00 U.S. dollars will be made on September 27, 2019, before the start of the event.

**SECTION FOUR.
REVENUE**

The CITY will retain 100 percent of game revenue, including gate receipts, sponsorships, concessions, parking and any other income related to the game.

**SECTION FIVE.
INSURANCE**

5.1 RADIKAL MAGAZINE agrees to indemnify and defend the CITY its officers, agents, representatives, and employees and to release and hold them harmless from and against all liability or loss, and from and against all claims or actions based on or arising out of damage or injury (including death) to the players on the participating teams, their staff, their coaches and or their property caused by or sustained in connection with the September 29, 2017 game and associated room and meals being contracted for herein.

5.2 Liability pursuant to the indemnification in this Agreement, the CITY shall purchase and maintain insurance during the term of this contract, the insurance coverage listed below with the CITY as principle and RADIKA MAGAZINE as an additional.

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Commercial General Liability, including:</u>	\$1,000,000 Combined Single Limit, per
Personal-Injury Liability	occurrence and \$2,000,000 general
Independent Contractors Liability	aggregate

**SECTION SIX.
COMPLIANCE WITH THE LAW**

6.2 Conflict of Interest. Under Arizona law, rules and regulations, no member, official or employee of the CITY shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to A.R.S. §38-511.

6.2 Employment Eligibility. RADIKAL MAGAZINE warrants it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. CITY retains the

legal right to inspect the papers of RADIKAL MAGAZINE to ensure that RADIKAL MAGAZINE complies with this warranty.

- 6.3 RADIKAL MAGAZINE certifies that it does 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.
- 6.4 RADIKAL MAGAZINE agrees it will comply with all federal, state, and local laws, rules and regulation.
- 6.5 RADIKAL MAGAZINE shall obtain a San Luis Business License on or before the CITY issues its first payment under this Agreement

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 Notices. All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of::

- deposit in the United States Postal Service by certified mail, return receipt requested, postage prepaid;
- personal delivery by a process server or
- sent by a nationally recognized courier (e.g., Federal Express, UPS)

and addressed to the respective Parties as follows:

If to the CITY: City Manager
 City of San Luis
 P.O. Box 1170 (by United States Postal Service)
 1090 East Union Street (by personal process or courier)
 San Luis, Arizona 85349

With a copy to San Luis City Attorney
 The City of San Luis
 P.O. Box 1170
 San Luis, Arizona 85349

If to RADIKAL MAGAZINE
 Gary Snyder
 Radikal Magazine, L.L.C.
 P.O. Box 2197 (by United States Postal Service)
 San Luis, Arizona 85349

Or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices,

approvals, changes of addresses and other communications provided for herein shall be effective upon receipt as hereinabove provided, prepaid and addressed as set forth above.

All communication regarding coordination of event with RADIKAL MAGAZINE will be with Gary Snyder at snyderelitebaseballacadamy@gmail.com or by telephone at (928) 257-7290.

- 7.2 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.
- 7.3 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 Agreement.
- 7.4 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. The RADIKAL MAGAZINE represents and warrants it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under state laws. The RADIKAL MAGAZINE and the CITY warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.
- 7.5 Amendment. This Agreement may be amended, in whole or in part, only with the mutual written consent of the Parties to this Agreement or by their successor in interest or assigns.
- 7.6 Severability. If any other provision is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
- 7.7 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The Parties agree that venue for any action commenced in this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Maricopa County or Pima County, Arizona, and the Parties waive any right to object to such venue.
- 7.8 Attorney's Fees and Costs. If either Party brings a legal action because of a breach of this Agreement or to enforce a provision, the prevailing Party will be entitled to reasonable attorney's fees and court costs.

- 7.9 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.
- 7.10 No Agency Created. Nothing in this Agreement shall create any partnership, joint venture, agency or similar relationship between the Parties.
- 7.11 Force Majeure. If RADIKAL MAGAZINE or the CITY are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended, rescheduled or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. This includes, but is not limited to, acts of God, weather events, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.
- 7.12 Time is of the essence.
- 7.13 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. This provision applies only to this entire Agreement only.
- 7.14 Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed to be an original.

The Parties have executed this Agreement the day and year set forth above.

City of San Luis, Arizona

Tadeo A. De La Hoya, City Manager

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Radikal Magazine, L.L.C.

Gary Snyder

**AGREEMENT FOR
FALL LMP BASEBALL IN SAN LUIS, ARIZONA 2019**

This agreement ("Agreement") made this ___ day of _____ 2019 (the date of the last signature) between Radikal Magazine, L.L.C., P. O. Box 2197, San Luis, Arizona ("RADIKAL MAGAZINE"), and the City of San Luis, Arizona P.O. Box 1170, 1090 East Union Street, San Luis, Arizona ("CITY"). RADIKAL MAGAZINE and the CITY may be referred to singularly as the "Party" and collectively as the "Parties."

**SECTION ONE.
EVENT**

Under the terms of this Agreement, a baseball game shall be held in San Luis, Arizona on September 26, 2019, with the teams Tomateros de Culiacan, Sinaloa vs. Aguilas de Mexicali BC. The teams will arrive at 4:00pm, September 26, 2019.

**SECTION TWO.
DUTIES OF RADIKAL MAGAZINE**

- 2.1 RADIKAL MAGAZINE shall provide the participating teams for the game at the on the date, time and place described in Section One above.
- 2.2 RADIKAL MAGAZINE shall coordinate media interviews with participating players and team staff with the CITY.
- 2.3 RADIKAL MAGAZINE shall manage and oversee all communication with both teams, including all travel logistics, and coordination with teams on site in San Luis, Arizona.
- 2.4 RADIKAL MAGAZINE shall provide support and advice regarding public relations (P.R.), social media, marketing, and advertising.
- 2.5 RADIKAL MAGAZINE shall assist in game broadcast communication with the teams and LMP league office.
- 2.6 RADIKAL MAGAZINE will provide to the CITY a 3rd game on September 25 with two professional teams (caneros,tomateros,aguilas, US military) with no cost only if the CITY decides to approve this contract.

**SECTION THREE.
DUTIES OF THE CITY**

- 3.1 Food: The CITY shall provide dinner for both teams (40 to 60 per team including players, coaches and staff per team) for a maximum of 100 people per meal, 1 meal total on September 26, 2019 (dinner) and provide dinner for both teams in case of the 3rd game on September 25.

- 3.2 Game Expenses: The CITY shall supply, baseballs, shall pay umpires, and shall pay any other normal game operations expenses.
- 3.5 Fee: The CITY shall pay \$4,998 U.S. dollars to RADIKAL MAGAZINE. The first payment of \$2,500.00 will be made upon signing of this Agreement and will save the September 26, 2019 date the second payment of \$2,498.00 U.S. dollars will be made on September 26, 2019, before the start of the event.

**SECTION FOUR.
REVENUE**

The CITY will retain 100 percent of game revenue, including gate receipts, sponsorships, concessions, parking and any other income related to the game.

**SECTION FIVE.
INSURANCE**

5.1 RADIKAL MAGAZINE agrees to indemnify and defend the CITY its officers, agents, representatives, and employees and to release and hold them harmless from and against all liability or loss, and from and against all claims or actions based on or arising out of damage or injury (including death) to the players on the participating teams, their staff, their coaches and or their property caused by or sustained in connection with the September 29, 2017 game and associated room and meals being contracted for herein.

5.2 Liability pursuant to the indemnification in this Agreement, the CITY shall purchase and maintain insurance during the term of this contract, the insurance coverage listed below with the CITY as principle and RADIKA MAGAZINE as an additional.

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Commercial General Liability, including:</u>	\$1,000,000 Combined Single Limit, per occurrence and \$2,000,000 general aggregate
Personal-Injury Liability	
Independent Contractors Liability	

**SECTION SIX.
COMPLIANCE WITH THE LAW**

6.2 Conflict of Interest. Under Arizona law, rules and regulations, no member, official or employee of the CITY shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to A.R.S. §38-511.

6.2 Employment Eligibility. RADIKAL MAGAZINE warrants it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this

approvals, changes of addresses and other communications provided for herein shall be effective upon receipt as hereinabove provided, prepaid and addressed as set forth above.

All communication regarding coordination of event with RADIKAL MAGAZINE will be with Gary Snyder at snyderelitebaseballacadamy@gmail.com or by telephone at (928) 257-7290.

- 7.2 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.
- 7.3 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 Agreement.
- 7.4 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. The RADIKAL MAGAZINE represents and warrants it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under state laws. The RADIKAL MAGAZINE and the CITY warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.
- 7.5 Amendment. This Agreement may be amended, in whole or in part, only with the mutual written consent of the Parties to this Agreement or by their successor in interest or assigns.
- 7.6 Severability. If any other provision is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
- 7.7 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The Parties agree that venue for any action commenced in this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Maricopa County or Pima County, Arizona, and the Parties waive any right to object to such venue.
- 7.8 Attorney's Fees and Costs. If either Party brings a legal action because of a breach of this Agreement or to enforce a provision, the prevailing Party will be entitled to reasonable attorney's fees and court costs.

- 7.9 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.
- 7.10 No Agency Created. Nothing in this Agreement shall create any partnership, joint venture, agency or similar relationship between the Parties.
- 7.11 Force Majeure. If RADIKAL MAGAZINE or the CITY are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended, rescheduled or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. This includes, but is not limited to, acts of God, weather events, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.
- 7.12 Time is of the essence.
- 7.13 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. This provision applies only to this entire Agreement only.
- 7.14 Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed to be an original.

The Parties have executed this Agreement the day and year set forth above.

City of San Luis, Arizona

Tadeo A. De La Hoya, City Manager

ATTEST:

Sonia Cornelio, City Clerk

Radikal Magazine, L.L.C.

Gary Snyder

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

RADIKAL

MAGAZINE
Ph 928.257.7290

ADVERTISEMENT CONTRACT

CONTRATO DE PUBLICIDAD

BUSINESS NAME: San Luis Park & Rec
 NOMBRE DEL NEGOCIO
 ADDRESS: 965 N. Park Ave 85349 / PO Box 1170
 DIRECCION
 PHONE: 928 341-8535 FAX: 928 627-0153
 TELEFONO
 CONTACT: Louie Galaviz TITLE: Director Park & Rec
 CONTACTO TITULO
 EMAIL: lgalaviz@cityofsanluis.org PH/CEL _____

ADVERTISEMENT SPECIFICATIONS ESPECIFICACIONES DE PUBLICIDAD

CIRCLE ONE OR ALL THAT APPLY CIRCULAR UNO O TODOS LOS QUE APLIQUEN

One Exhibition game

FULL PAGE
PAGINA COMPLETA

BACK COVER
PAGINA COMPLETA

Caneros vs Tomateros
may 25

CIRCLE ONE OR ALL THAT APPLY CIRCULAR UNO O TODOS LOS QUE APLIQUEN

CONTRACT 1 MONTH 3 MONTH 1 YEAR
CONTRATO

1 Game

FROM Sept 27, 2019 TO Sept 28, 2019
DEL _____ A _____

LEGAL NOTE

NOTA LEGAL
 Upon signing this contract you full understand Radical Enterprises policy and procedures.
 This legal document will be used to obtain any debt not forwarded from the day of expiration in case debt had not yet been liquidated.
 Prices are subject to change without notice and Radical Enterprises reserves the right to cancel any contract and stop any publication for any reason.
 50% of entire advertisement cost is due upon signing this contract and is non refundable
 Color may vary up to 20% of its original print and
 Radical Enterprises is not liable for any updates set forth by its consumers. Radical Enterprises Policy and Procedures for more details at www.radikalenterprises.com
 No refunds only make goods

ISSUES	<u>\$8,000</u>
PUBLICACIONES	_____
TOTAL	_____
DISCOUNT	_____
DESCUENTO	_____
SUBTOTAL	_____
OWES	<u>\$8,000</u>
DEBE	<u>\$8,000</u>

REP _____
 REPRESENTANTE
 SIGNATURE Roberto Macias DATE Feb 1, 2019
 FIRMA _____ ECHA _____

RADIKAL

MAGAZINE

Ph 928.257.7290

2134571

ADVERTISEMENT CONTRACT

CONTRATO DE PUBLICIDAD

BUSINESS NAME: San Luis Park & Rec
 NOMBRE DEL NEGOCIO
 ADDRESS: 965 N. Park Ave 85349 / PO Box 1170
 DIRECCION
 PHONE: 928 341-8535 FAX: 928 627-0153
 TELEFONO
 CONTACT: Louis Galaviz TITLE: Director Park & Rec
 CONTACTO TITULO
 EMAIL: lgalaviz@cityofsanluis.org PH/CEL _____

ADVERTISEMENT SPECIFICATIONS
ESPECIFICACIONES DE PUBLICIDAD

CIRCLE ONE OR ALL THAT APPLY
CIRCULAR UNO O TODOS LOS QUE AFLIQUEN

Exhibition

FULL PAGE
PAGINA COMPLETA

BACK COVER
PAGINA COMPLETA

African vs Mexican

CIRCLE ONE OR ALL THAT APPLY
CIRCULAR UNO O TODOS LOS QUE AFLIQUEN

CONTRACT 1 MONTH 3 MONTH 6 MONTH 1 YEAR
 CONTRATO
\$2500.00 upfront other \$2498.00 day of game

FROM sept 26 TO sept 26
 DEL A

LEGAL NOTE

NOTA LEGAL
 Upon signing this contract you full understand Radical Enterprises policy and procedures.
 This legal document will be used to obtain any debt set for word from the day of expiration in case debt had not yet been liquidated.
 Prices are subject to change without notice and Radical Enterprises reserves the right to cancel any contract and stop any publication for any reason.
 50% of entire advertisement cost is due upon signing this contract and is non refundable.
 Celer may vary up to 20% of its original price out.
 Radical Enterprises is not liable for any expenses set forth by its customers. Radical Enterprises Policy and Procedures for more details at www.radicalenterprises.com
 No refunds only make goods

ISSUES	_____
PUBLICACIONES	_____
TOTAL	_____
DISCOUNT	_____
DESCUENTO	_____
SUBTOTAL	_____
OWES	_____
DEBE	<u>\$ 2500.00</u>

REP [Signature]
 REPRESENTANTE
 SIGNATURE _____ DATE _____
 FIRMA _____ FECHA _____



AGENDA ITEM REVIEW FORM

Work Session

2.C.

Meeting Date: 05/01/2019

Department Head: Jesus Meza, Assistant Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible direction to staff on any and all matters regarding the proposal of a contract between the City of San Luis and ECOMUSICKRECORDS LLC for musical performances during the 2019 Founders Day Celebration event. **(Jesus Meza, Assistant Director of Parks & Recreation)**

SUMMARY:

The Parks and Recreation Department is always looking for opportunities of bringing great entertainment for events year after year for the City of San Luis, and this year is no exception. This year will mark the 40th anniversary that our great city was founded. Therefore, the Parks and Recreation Department would like to create a spectacular Founders Day Celebration with musical guests that our community will greatly enjoy and celebrate with the city's 40th Anniversary. This year, the Founders Day Parade will be held one week before the Founders Day Celebration in hopes that the community can enjoy a day of celebration with great food vendors and entertainment.

This year, staff has been discussing with promoter Erick Cario, DBA ECOMUSICKRECORDS LLC, the possibility of having Los Tiranos Del Norte, Los Cadetes de Linares and La Sonora de Sonoras Pura Dinamita (Sonora Dinamita) perform at the 2019 Founders Day Celebration. Los Tiranos Del Norte is an internationally known Norteño Music group originally from Mexicali, Baja California with a vast selection of music. One of their greatest hits includes "Hasta La Miel Amarga," "Matame a Besos" and "Extraña Manera" among many more. Los Cadetes de Linares is also an internationally known Norteño Duo group from Linares, Nuevo Leon with a vast selection of music. Some of their greatest hits include "Los Dos Amigos," "El Chubasco" and "Regalos de Reyes" among many more. And last but not least, La Sonora de Sonoras Pura Dinamita (Sonora Dinamita) is a Cumbia musical group that has many hit songs that staff is sure that the community will dance to and enjoy.

Staff would like to present this contract agreement as a potential musical performance for the upcoming Founders Day Celebration. Staff is also open to any recommendations and directions from Council so that this 2019 Founders Day Celebration can be a great success.

If Council decides to recommend moving forward with the musical guests mentioned above, staff would like to consider the promoter, Erick Cario, doing business as ECOMUSICKRECORDS LLC, to be the sole source provider since he is the Authorized Agent/Business Manager for Los Tiranos del Norte, Los Cadetes de Linares & La Sonora de Sonoras Pura Dinamita (Sonora Dinamita). Musical artists are unique. Therefore under Purchasing Code §36.02 - Exclusive Services, where Mr. Cario is the sole provider in booking these professional musical performers, other quotes or bidding is not required. Staff would request that City Council approve the contract between the City of San Luis and professional musical bands, Los Tiranos del Norte, Los Cadetes de Linares & La Sonora de Sonoras Pura Dinamita

(Sonora Dinamita), whose manager is Mr. Erick Cario for the 2019 Founders Day Celebration.

If this request of sole source provider was to be approved, staff is requesting to use a prepaid account to pay the deposit of \$5,000.00. Per the Performance Agreement Section 2: Compensation, as compensation for such concert, the City shall by the end of the first set of the performance on the date of the concert pay the representative, a total of \$11,600.00. The City agrees to pay a deposit of \$5,000.00 by the 16th day of May 2019 and the remaining \$6,600 by the end of the first set on October 4, 2019. The only people authorized to accept the payments are Erick Rubio or Alberto Cario.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$11,600.00
BUDGETED AMOUNT:	Budgeted for Fiscal Year 2020
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Special Services - 100-145-80005

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

Fiscal impact as described above. This expense was budgeted within the Recreation Department budget for Fiscal Year 2020 which is currently in progress.

Attachments

2019 Founders Day Contract Agreement
2019 Founders Day Celebration - Exclusive Service / Sole Source Request
2019 Founders Day Celebration - Invoice

PERFORMANCE AGREEMENT

This agreement ("Agreement") is made this ____ day of May 2019 the date of the last Party to sign, between Erick Cario doing business as ECOMUSICKRECORDS LLC of 37224 Bedford Court, Palmdale, CA 93550 (the "Representative") and the City of San Luis, incorporated under the laws of Arizona, having its principal office at 1090 East Union Street, P.O. Box 1170, San Luis, Arizona 85349 (the "City"). The Representative represents Los Tiranos del Norte, Los Cadetes de Linares, and La Sonora de Sonoras Pura Dinamita (Sonora Dinamita) (the "Bands"). The City and the Representative may be referred to individually as the "Party" and collectively as the "Parties."

SECTION 1. PERFORMANCE OF CONCERT

Under the terms and provisions of this Agreement, Representative shall cause the Bands to perform a concert at the Joe Orduño Park, 965 North Park Avenue, San Luis, Arizona, at approximately these times:

- Los Tiranos del Norte at 7:30 p.m. on October 4th, 2019 for the duration of one hour,
- Los Cadetes de Linares at 9:00 p.m. on October 4th, 2019 for the duration of one hour and
- La Sonora de Sonoras Pura Dinamita (Sonora Dinamita) at 10:30 pm on October 4th, 2019 for the duration of one hour and fifteen minutes.

City shall provide the stage, sound equipment and lights for the performance.

SECTION 2. COMPENSATION

As compensation for such concert, the City shall by the end of the first set of the performance on the date of the concert pay the Representative, a total fee of \$11,600.00. The City agrees to pay a deposit of \$5,000.00 dollars by the ____ day of _____, 2019 and the remaining \$6,600 by the end of the first set on October 4, 2019. The only people authorized to accept the payments are Erick Cario or Alberto Cario.

SECTION 3. SECURITY

City shall provide security for averting unauthorized person having access to the stage area or backstage area. The Representative will provide names of persons or guests authorized to be backstage. If security backstage passes and/or laminates are to be used, a representative of the Representative will supply to the City a photocopy of the pass system to be used for the

performance.

City shall also provide security aimed at the general safety of the event.

City shall take reasonable precautions to prevent theft or damage of the Representative's musical instruments and equipment set-up for the performance under this Agreement.

**SECTION 4.
ADVERTISING**

The City agrees to use its best efforts to promote the performance under this Agreement in local media and community calendars. The Representative shall supply to the City graphics and/or photos to support the promotion.

**SECTION 5.
INABILITY OF THE REPRESENTATIVE TO PERFORM**

The Representative shall return to the City all money paid under this Agreement if Bands fail to appear or perform due to the illness or mechanical problems with their transportation.

**SECTION 6.
CANCELATION**

If a Party cancels for reasons other than those in Section 6, the following amounts shall be paid. If the City or the Representative cancels the concert 14 to 35 days before the date of the performance under this Agreement, the canceling Party will pay the other Party the deposit amount of the fee of \$5,000.00. If the City or the Representative cancels the concert 13 days or fewer before the performance, the canceling Party will pay the other Party the full fee of \$11,600.00.

**SECTION 7.
INSURANCE**

The City shall pay for insurance to cover this event with terms and coverages acceptable to the City and the Arizona Municipal Risk Retention Pool.

**SECTION 8.
ASSIGNMENT**

Neither Party shall assign or transfer this Agreement without the prior, express, and written consent of the other Party.

**SECTION 9.
NOTICES**

Any notice in connection with this Agreement shall be given in writing and delivered either by hand through a process server to the Party or by overnight delivery service the Party at that Party's address stated at the top of this Agreement. Any Party may change its notice address by giving written notice of the change under this section.

**SECTION 10.
GOVERNING LAW**

It is agreed this Agreement shall be governed by, construed, and enforced under the laws of Arizona. The venue for any cause of action shall be in the courts of the State of Arizona.

**SECTION 11.
INDEPENDENT CONTRACTOR**

The Parties agree that Representative, its employees, agents and subcontractors shall be independent contractors with regard to the providing of services under this Agreement and that Representative, Representative's employees, agents and subcontractors shall not be considered to be employees or agents of City for any purpose and will not be entitled to any of the benefits City provides for its employees. Rights of the Representative as independent contractor include but are not limited to control of the work, manner and methods of the work, and the right to contract with other employers.

Rights of the City include but are not limited to inspection and approval of the work and the right to contract with others to perform the work.

**SECTION 12.
MATERIALS AND EQUIPMENT**

Representative shall furnish at its own expense all materials and equipment necessary to carry out the terms of this Agreement.

**SECTION 13.
MISCELLANEOUS PROVISIONS**

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

Notice of Arizona Conflict of Interest Law: This contract may be canceled if there is a conflict of interest under A.R.S. § 38-511.

Non-Liability of City Officials and Employees: No member, official or employee of the City shall be personally liable to the Representative, or any successor in interest, if any default occurs or breach by the City or for any amount that may become due to the Representative or successor, or under any obligation under the terms of this Agreement.

Israel Certificate: Representative certifies that it is not boycotting Israel nor will it boycott Israel for the duration of this Agreement.

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 any of the provisions of the Agreement.

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. The Representative and the City warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.

Attorney's Fees and Costs: If either Party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled to reasonable attorney's fees and court costs.

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

Timing: Time is of the essence.

Counterparts: This Agreement may be executed in counterparts, any of which shall be deemed to be an original. Electronically scanned signatures are the same as the original.

SECTION 14. BUSINESS LICENSE

Representative shall obtain a City of San Luis, Arizona business license before the City shall make any payments.

**SECTION 15.
SEVERABILITY**

The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties after the invalid provision is deemed to be stricken.

**SECTION 16.
ENTIRE AGREEMENT**

This Agreement shall constitute the entire Agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

**SECTION 17.
MODIFICATION OF AGREEMENT**

Any modification of this Agreement, rider or additional obligation assumed by either Party in connection with this Agreement shall be binding only if placed in writing and signed by each Party or an authorized representative of each Party.

The Parties have executed this Agreement in the day, month and year first set forth above.

City of San Luis, Arizona

ECOMUSICKRECORDS LLC

Tadeo Azael De La Hoya
City Manager

Erick Cario
Representative for Los Tiranos del Norte, Los
Cadetes de Linares, & La Sonora de Sonoras
Pura Dinamita (Sonora Dinamita).

Attest:

Approved as to form

Sonia Cornelio
City Clerk

Kay Marion Macuil
City Attorney



City of San Luis Parks & Recreation Department

Recreation Youth Center Cultural Center Aquatic Center Parks

Exclusive Service/Sole Source Request

February 16, 2019

To: Monica Castro, Finance Director
Angelica Cifuentes, Procurement and Budget Compliance Officer

From: Louie Galaviz Parks and Recreation Director
Jesus Meza Asst. Parks and Recreation Director

RE: Contract with Erick Cario (Authorized Agent/Business Manager for Los Tiranos del Norte, Los Cadetes de Linares & La Sonora de Sonoras Pura Dinamita)

Requesting under §36.02 if there is one firm, company, or individual capable of providing the service or commodity, and that service or commodity cannot be acquired from others, those services or commodities can be acquired without bidding. Since there is no requirement of bidding pursuant to this section, a waiver by Council when it approves such a purchase is not required. It is appropriate that there be a written explanation explaining why quotes were not obtained. Because this is a unique service, because if one wishes a concert performance from these particular performing artists, it is something that cannot be acquired from others, bidding would serve no purpose other than unnecessary time, expense, and effort on the part of city staff. This memo is offered as that explanation.

Louie Galaviz

Parks and Recreation Director

Erick Cario

INVOICE

37224 Bedford Court
Palmdale, CA 93550

INVOICE #1004
DATE: 4/16/2019

TO:

City of San Luis
Parks & Recreation Department
1015 N. Main Street
San Luis, AZ 85349
(928) 341-8535

MANAGER	P.O. NUMBER	REQUISITIONER	CONTACT PERSON	EVENT DATE	TERMS
Erick Cario	N/A	Parks & Recreation Dept.	Jesus Meza	October 04, 2019	Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Entertainment performance deposit requested for Los Tiranos del Norte, Los Cadetes de Linares & La Sonora de Sonoras Pura Dinamita, professional entertainers participating in the 2019 Founders Day Celebration on Friday October 04, 2019 at the Joe Orduño Park from 6:00 pm – 12:00 am. Deposit is requested to be made by Thursday May 16, 2019 to secure booking of entertainment performances.	\$5,000.00	\$5,000.00
1	Remaining balance due at the end of the first set of entertainment performance on Friday October 04, 2019.	\$6,600.00	\$6,600.00

SUBTOTAL	\$11,600.00
SALES TAX	\$0.00
SHIPPING & HANDLING	n/a
TOTAL DUE	\$11,600.00

Make all checks payable to Erick Cario.

THANK YOU FOR YOUR BUSINESS!