

AGREEMENT

Agreement (the "Agreement") made this _____ day of June 2021, and effective as of July 1, 2021, between Ramírez Advisors Inter-National, L.L.C. of 2642 E. Thomas Road, Phoenix, Arizona 85016, a limited liability company organized under the laws of Arizona ("RAI-N") and the City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 East Union Street, San Luis, Arizona ("City"). (RAI-N and City may be referred to singularly as the "Party" and collectively as the "Parties").

RECITALS

- A. **WHEREAS**, the City desires to leverage the investment by the federal government on the international ports of entry to serve as catalysts for the long-term economic growth of the region and to foster the improvement of the quality of life for the residents of the City.

- B. **WHEREAS**, the City of San Luis is experiencing high rates of growth and is confronting several significant projects that stand to impact their long-term planning and the quality of life for the residents of the City.

- C. **WHEREAS**, the General Services Administration (GSA) with various other federal agencies have been delayed by the coronavirus disease 2019 pandemic and other causes in the design and construction of the modernizations to the San Luis I port of entry. Although funded, the full expected cost was not funded. Additionally, there are various transportation and other related infrastructure issues to be addressed to handle the expected growth in cross-border traffic. These projects stand to have a dramatic impact on how the volume of traffic, both commercial and non-commercial, can traverse through the City. As experienced in various other border communities, these projects typically serve as catalysts for growth. The challenge is to position the City and the region to be the beneficiary of that growth. Without planning, the City stands to be bypassed by the growth or to be left to deal with the challenges associated with the growth and traffic.

- D. **WHEREAS**, RAI-N, has direct experience in projects on the border, ability to interact with key stakeholder agencies and entities on both sides of the border and fully bicultural and binational experience.

- E. **WHEREAS**, services provided are of an expert nature.

- F. **NOW, THEREFORE**, the City desires to continue to maintain RAI-N as a value-added member of the City's leadership team for the current fiscal year.

In consideration of the matters described above and of the mutual benefits and obligations in this Agreement, the Parties agree as follows.

SECTION ONE.

PURPOSE, RELATIONSHIP AS INDEPENDENT CONTRACTOR AND THE RIGHTS OF THE PARTIES

1.1 Purpose. RAI-N, by working with the key representatives of the City, will work to help identify the key issues, work to define the areas of concern, help identify strategies to address the concerns and work to build consensus among the key stakeholders. There are several key infrastructure projects underway or under consideration that can impact the region's long-term economic viability and sustainability, the opportunities for growth in key sectors and the quality of life for the residents of the City. Some of the projects are immediate, and others will gain greater relevance in the long-run but must all be considered as part of a broader economic development strategy for the region.

1.2 Independent Contractor. RAI-N is an independent contractor to the City

1.3 Rights of RAI-N. Rights of RAI-N include but are not limited to control of the work, manner and methods of the work, and the right to contract with other employers.

1.4 Rights of the City. 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.

1.5 Material, Supplies, Equipment and Tools. RAI-N shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work agreed to be performed under this Agreement.

1.6 Payroll Taxes. Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of RAI-N or for the employees of RAI-N. RAI-N shall not be treated as an employee for federal or state tax purposes regarding the services performed under this Agreement. RAI-N shall be responsible for paying all taxes as mandated by law.

1.7 Fringe Benefits. Since RAI-N is not an employee of the City, RAI-N is not eligible for and shall not participate in any employee benefit of the City, including pension, health or other fringe benefits.

SECTION TWO. DURATION

2.1 The duration of this Agreement shall be for one year commencing from the date of execution or as ratified by proper legal action of the City Council if the commencement date is earlier.

2.2 Either Party shall have the option of terminating this Agreement by providing a 30-day advance notice in writing. All fees owed to that termination date shall be paid to RAI-N as per the terms of this Agreement.

SECTION THREE. RENEWAL

At the conclusion of the year term of this contract, the City and RAI-N will jointly assess whether to renew, expand, modify or terminate this Agreement. All renewals shall be in writing signed by both Parties.

SECTION FOUR. OBLIGATION OF RAI-N

4.1 Among the key projects under consideration and are to be monitored – although this is **not** an all-inclusive list – are:

- a. the San Luis I Border Station Reconfiguration Project,
- b. the San Luis Rio Colorado I Border Station Reconfiguration Project,
- c. the operations at the San Luis II border station, and
- d. others as they become better defined or as determined appropriate for consideration.

4.2 Among the areas in which RAI-N will be directly involved, RAI-N will work with the City to ensure that its efforts achieve the following:

- a. assisting in the preparation and dissemination of strategic information that outlines the critical areas of need and/or projects,
- b. assist the City of San Luis in implementing an outreach strategy at the Federal, state and binational levels to raise awareness of the needs of the region,
- c. facilitate the dialogue, communication and interaction with key state federal agencies, primarily with the General Services Administration (“GSA”), Customs and Border Protection (“CBP”), and the Arizona Department of Transportation (“ADOT”),
- d. as determined appropriate and in full coordination with the US Counterparts, establish similar outreach efforts with the relevant federal, state and municipal entities on the Mexican side as it pertains to the port of entry projects, and
- e. more as determined appropriate by the City in consultation with RAI-N.

4.3 To inform the City of RAI-N's activities and relevant matters, RAI-N will:

- a. Provide updates via electronic format to the City. At the request of the City of San Luis, all updates are to be provided to the Mayor and to the entire City Council. There will be additional exchanges of communication on an as-needed basis. RAI-N's experience has proven that more frequent reporting can cause an information overload for its clients and an inefficient use of time.
- b. RAI-N, as determined appropriate, will participate in leadership meetings, both in person or via teleconference.

4.4 Professional Staffing

- a. Luis E. Ramírez Thomas will be the primary point of contact for all services relating to this engagement. Attachment #1 is a brief biography incorporated into this Agreement by this reference.
- b. Other firm professionals will be involved in this engagement on an as-needed basis and as determined appropriate by RAI-N. Should it be deemed appropriate by both the City and RAI-N that third-party professionals be required to provide complementary services to effectively execute any portion of this engagement, RAI-N will work with the City to secure those services. The City will be responsible for payment of any third-party services

4.5 Ethics

RAI-N shall adhere to the strictest standards of ethics and professional behavior and provide professional services based on commonly accepted business principles, terms and standards unless otherwise indicated.

4.6 Confidentiality

RAI-N's practice is to hold any information provided to RAI-N by its clients as confidential. RAI-N agrees to maintain in confidence all City or City-related information which RAI-N may receive as a result of its work with the City. Further, RAI-N agrees that it will not disclose to anyone or use directly or indirectly to compete with the City or divulge such information that others may use directly or indirectly to compete with the City, any confidential information, including, but not limited to, City information, City lists, trade secrets, data, financial information, negotiation strategies, legal opinions and/or advice, etc., that may be accessible to RAI-N in connection with its working relationship with the City, without the

express permission of City or disclosure is required by law. RAI-N understands that its engagement letter to the City is a public record.

**SECTION FIVE.
OBLIGATION OF CITY**

5.1 The City will pay an annual flat retainer rate of \$55,000 to be paid in 12 equal payments of \$4,583.33. This retainer rate reflects a substantial discount on the standard fees, a discount requested by the City.

5.2 Additionally, the City will cover all essential travel-related and out of pocket expenses, including lodging, airfare and ground transportation, as they pertain to this engagement. Invoices are due within 30 days of the date they are received by the City. Delays of more than 30 days in receiving payment will result in a 1% additional charge on a per month basis.

5.3 To help save money for the City and to protect against COVID-19, whenever possible and appropriate, RAI-N will use video conferencing, and when travel is essential, travel by rental vehicle whenever ground travel is required. Should the use of a personal vehicle be required, RAI-N will adhere to the federal mileage reimbursement rate, as provided by the US General Services Administration, of \$0.54 per mile as of the date indicated on this Agreement.

5.4 RAI-N will request prior verification, either in hard copy, telefax, or via electronic mail, to incur any expenses over \$100 on behalf of the City. Seeking written approval for expenses of lesser quantities can be time-consuming. RAI-N does not anticipate incurring any expenses without prior approval from the City, and a detailed reporting of all expenses will be submitted with each invoice.

**SECTION SIX.
LIABILITY INSURANCE AND INDEMNITY**

6.1 Insurance. Without in any way limiting RAI-N's liability under the indemnification described below, RAI-N shall maintain, during the term of this contract, the following insurance:

Coverage

Commercial General Liability, including:
Premises and Operations
Contractual Liability
Personal-Injury Liability
Independent Contractors

Minimum Limits
\$1,000,000 Combined Single
Limit, per occurrence and \$2,000,000
general aggregate

Liability

Comprehensive Automobile Liability
(including, owned, non-owned and
hired autos)

\$1,000,000 Combined Single Limit, per
Occurrence

Except for Workers Compensation and Professional Liability Insurance coverage, such insurance shall include additional endorsements naming City and its directors, officers, employees, and agents as additional insured regarding liabilities arising out of performing services. RAI-N shall provide City with certificates of insurance documenting that RAI-N has obtained the above coverages. Such certificates shall include the required provisions and endorsements required by this Agreement. Such Certificates shall include a statement that insurance may not be canceled without 30 days prior written notice to City by first class mail, postage prepaid, 10 days of notice if cancellation is due to nonpayment of premium.

6.2 Indemnity. RAI-N agrees to indemnify, defend and hold harmless the City, its Council members, officers, directors, employees, insurers, indemnitors and agents for, from and against all suits, claims, liabilities, costs, expenses and debt, including reasonable attorneys' fees, incurred by the City arising from, attributable to or caused by acts or omissions of RAI-N (or its officers, directors, shareholders or agents) or any RAI-N'S employee in the performance of or related to the performance of the duties of any RAI-N employee (including, but not limited to injuries to RAI-N employees that may or may not be covered by workers compensation insurance); except, to the extent such suits, claims, liabilities, costs, expenses and debt result from acts or omissions of the City or its Council members, officers, directors, employees, insurers, indemnitors or agents. This indemnification provision shall apply to suits, claims, liabilities, costs, expenses and debt that are not otherwise covered by the City's Liability Insurance provided for by the Pool.

**SECTION SEVEN.
PROVISIONS REQUIRED BY ARIZONA LAW**

7.1 Conflict of Interest. This Agreement is subject to the cancelation provisions of ARS §38-511.

7.2 Employment Eligibility. RAI-N warrants it complies with all federal immigration laws and regulations that relate to its employees and with ARS § 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 RAI-N to ensure that RAI-N complies with this warranty.

**SECTION EIGHT.
MISCELLANEOUS PROVISIONS**

8.1 Notices. All notices, approvals and communications provided for herein, or given in connection, shall be validly given, made, delivered or served if in writing and

on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.

8.5 Amendment of the Agreement. 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.

8.6 No Assignment nor Assumption. RAI-N shall not assign the benefits of or delegate the obligations arising under this Agreement to any person or entity.

8.7 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

8.7 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 connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona, and the Parties waive any right to object to such venue.

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

8.9 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.

8.10 No Agency Created. Nothing in this Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

8.11 No Personal Liability. No member, official or employee of the City shall be personally liable to RAI-N, or any successor (a) if any default occurs or breach by the City, (b) for any amount which may become due to the RAI-N or its successor, or (c) under any obligation of the City under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of RAI-N under this Agreement shall be limited solely to the assets of RAI-N and shall not extend to or be enforceable against (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of RAI-N; (ii) the shareholders, members or managers or constituent partners of RAI-N; or (iii) officers of RAI-N.

8.12 Time is of the essence. Time is of the essence in this Agreement, and RAI-N agrees to use the utmost diligence to perform the obligations in this contract.

8.13 Entire Agreement. This Agreement, including its Exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the Parties. This provision applies only to this entire Agreement.

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

**SECTION NINE.
EFFECT OF AGREEMENT**

This Agreement shall inure to the benefit of and bind the heirs, legal representatives, and successors of the respective Parties.

The Parties have executed this Agreement the day and year set forth above, which is the day the last Party approved this Agreement.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Ramirez Advisors Inter-National, L.L.C.

Luis E. Ramirez Thomas, President

ATTACHMENT #1
Professional Biography

LUIS E. RAMÍREZ THOMAS, MSFS

Luis is the President of Ramirez Advisors Inter-National, LLC (RAI-N). He has over 29 years of experience on US-Mexico border infrastructure projects, North American relations, international business and negotiations, regional economic development, industrial site selection, government procurement, project management and governmental affairs. Luis has dedicated a considerable amount of time, both personal and professional, to fostering better relations with Mexico and Canada, improving the quality of life for the residents of the border and promoting the economic development of the region.

Before establishing his firm over 13 years ago, Luis was the International Business Advisor for Lewis and Roca, LLP (now Lewis Roca Rothgerber Christie, LLP), in Phoenix. There he worked with clients from the strategic planning phase of an international business expansion through the implementation and start-up of operations, with particular focus on Mexico. He also worked with various clients on a variety of border infrastructure and industrial projects. Additionally, he assisted on a variety of legal matters including asset recovery and crossborder litigation strategies.

Prior to joining Lewis and Roca, Luis was a Manager with the Corporate Real Estate Solutions practice (Fantus) in the Los Angeles office of Deloitte & Touche, LLP. Luis served as the National lead for Mexico: Location Strategies and Implementation, offering clients a one-stop-shop option that included fully coordinated, cross-functional, binational and bicultural grouping of services designed to assist clients with the business expansions to Mexico. He was also a member in various major site selection efforts for Deloitte & Touche clients in the US and globally.

Luis was also the Regional Director - the Americas, of the Global Market Entry Practice for Deloitte & Touche, where he helped establish the Mexico Advisory Services Group, a multidisciplinary client services team for the firm's Southern California region.

Additionally, Luis was the Bulk Power Marketer for International Markets and a Senior Consultant for Industrial Development and International Programs with Arizona Public Service Company (APS). While at APS, Luis helped develop business opportunities for Bulk Power Services in Mexico and identified opportunities to expand retail sales that enhanced the utilization of APS's existing resources along the Arizona-Mexico border. Luis led the teams that negotiated unique and innovative electric service agreements with five Maquiladoras in San Luis Rio Colorado, Sonora. These projects entailed extensive work with Mexican and US Federal regulatory agencies and local and state governments, as well as managing binational legal, consulting, engineering and construction teams.

Luis was recently appointed to the National Advisory Council for the Administrator of the Environmental Protection Agency on issues impacting the environment in the United States and North America as it pertains to the US participation in the Commission for Environmental Cooperation (CEC). He also recently completed three terms as part of the Good Neighbor Environmental Board, its mission being to advise the President and Congress of the United States on good neighbor practices along the U.S. border with Mexico with a special focus on environmental infrastructure in the four states that border Mexico. This board is managed by the US Environmental Protection Agency. Luis also completed a two-year term as a member of the Data Management Improvement Act (DMIA) Task Force, a federal advisory task force designed to advise the US Attorney General and the Secretary of Homeland Security on the design and implementation of an entry and exit control system to and from the US. This system is now called the US-VISIT system.

Luis was also the Executive Director of the Border Trade Alliance (BTA) in 1994-'95 and was the Executive Assistant to the Chairman of the BTA in 1991-'92. He also worked for Joffroy Customs Brokers as an import-export specialist in the Maquiladora department.

Luis served on the Board of Directors of the BTA from 1996 to 2008, where he was also a member of the Executive Committee, Chaired the Immigration Committee and was the Co-Chair of the Public Policy Committee. As a past-Chair of the BTA, Luis was also one of the organization's Ambassadors at Large. In his functions with the BTA, Luis helped structure and implement many of the organization's positions on key issues including those pertaining to Border Crossing Cards, federal inspection procedures at the border, utilization of resources, securing funds for border infrastructure and staffing, and many more. He also represented the organization's key positions such as supporting the creation of the Department of Homeland Security.

Luis also served on the Board of Directors of the Arizona-Mexico Commission where he also served as the Chair of the Border Infrastructure and Economic Development Initiative. Luis recently completed a two-year term as a member of the Joint Legislative Review Committee on Transportation between Arizona and Sonora. As one of the three public members of this committee, Luis was involved in the coordination of efforts on Arizona-Sonora transportation issues and making annual reports and recommendations to the Arizona legislature on the environment, transportation infrastructure and safety problems caused by the type and volume of traffic on highways that carry out commercial operations between Arizona and Mexico.

He serves on multiple professional and charitable boards, including the Arizona Hispanic Chamber of Commerce, the Citizens Advisory Group for the International Boundary and Water Commission, the Board of Trustees for United Cerebral Palsy and the Isaac Educational Foundation, the Steps of Love Foundation and he serves as President of the Isaac Education Foundation. He has served on multiple boards, including the National Law Center for Inter-American Free Trade, the West Valley Child Crisis Center, Gateway Community College Incubator Board of Advisors, the US-Mexico Chamber of Commerce - California Chapter, the BTA Foundation, Friends of Public Radio Arizona and many more. He has received various Gubernatorial Appointments, including as a member of the Governor's Canamex Task Force. He was recently selected as the Friend of the Border by the Global Chamber of Commerce and the William K. Brooks Award by the Arizona-Mexico Commission.

Luis, born in Mérida, Yucatan, attended High School in Vancouver, British Columbia. He earned his Bachelor of Arts from the University of Arizona, cum Laude where he majored in Economics and Political Science and completed extensive coursework in Mexican-American Studies. He was also a member of the University of Arizona Shotokan Karate Team that won the national collegiate championship in 1989. He earned his Master's of Science in Foreign Service from Georgetown University, where he was awarded a Dean's Citation of Service. During his studies at Georgetown, Luis did a special internship with Congressman Jim Kolbe (R-AZ), where he served as a North-American Trade Specialist during the ratification of the North American Free Trade Agreement (NAFTA).