SERVICES AGREEMENT

This services agreement ("Agreement") made this ___day of November 2026 and is effective as of July 1, 2026, between:

Ramirez Advisors Inter-national, LLC 2642 East Thomas Road Phoenix, Arizona 85016, an Arizona limited liability company ("RAI-N") and	City of San Luis 1090 East Union Street (Physical) P.O. Box 1170 (Mailing) San Luis, Arizona 85349 An Arizona municipal corporation (the "City").

RAI-N and the City may be referred to singularly as the "Party" and collectively as the "Parties."

In consideration of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

SECTION 1. RAI-N SERVICES

1.1 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.

1.2 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 ("G.S.A."), Customs and Border Protection ("C.B.P."), and the Arizona Department of Transportation ("ADOT"),

(d) as determined appropriate and in full coordination with the U.S. 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.

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

(a) 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 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 inefficient use of time.

(b) b. RAI-N, as determined appropriate, will participate in leadership meetings, both in person or via teleconference.

1.4 Professional Staffing

(a) Luis E. Ramírez Thomas will be the primary point of contact for all services relating to this engagement.

(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 execute any portion of this engagement effectively, RAI-N will work with the City to secure those services. The City will be responsible for payment of any third-party services.

SECTION 2. TERM OF AGREEMENT AND TERMINATION

2.1 This Agreement shall be in effect from July 1, 2026, and continue through June 30, 2027.

2.2 Either Party may terminate this agreement with 30 days of notice without cause. The City shall pay RAI-N for all services rendered to the date of termination at RAI-N's regular prorated monthly rate if the Agreement is terminated before June 30, 2027. RAI-N shall reimburse the City for any payment the City has made above RAI-N's regular rate. This Agreement may be terminated by either Party for a material breach of nonperformance of Agreement requirements upon thirty (30) days' written notice.

2.3 Efforts on the part of either Party to negotiate a resolution of any breach of the Agreement shall not constitute a waiver of the right to terminate the Agreement upon thirty (30) days' notice.

2.4 Funding for this Agreement shall be subject to the San Luis City Council's annual appropriation of funds for this activity under the City's required budget process.

SECTION 3. ACCOUNTABILITY

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

3.2 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 that 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 legal 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 4. CONSIDERATION

4.1 In consideration for RAI-N's performance of the duties listed herein, The City will pay an annual flat fee of $93,000.00, payable in 12 equal monthly payments of $7,750.00. This fee rate reflects a discount on the standard fees, a discount requested by the City.

4.2 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 the City receives them. Delays of more than 30 days in receiving payment will result in a 1% additional charge on a per-month basis. The City shall have a contingency budget of $3,500.00 for travel and other contingencies for an expanded scope of work as needed.

4.3 To help save money for the City whenever possible and appropriate, RAI-N will 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 U.S. General Services Administration, of $0.76 per mile as of January 1, 2026 (source: GSA.gov).

4.4 RAI-N will request prior verification, either in hard copy 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 report of all expenses will be submitted with each invoice.

SECTION 5. INDEPENDENT CONTRACTOR AND RIGHTS OF THE PARTIES

5.1 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. However, they must all be considered as part of a broader economic development strategy for the region.

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

(a) 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.

(b) 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.

(c) 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 Contract.

(d) 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 Contract. RAI-N shall be responsible for paying all taxes as mandated by law.

(e) 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 6. INDEMNITY

6.1 RAI-N agrees to indemnify, defend, and hold harmless the City, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits, or judgments, including costs and expenses incurred in connection with this Agreement, of whatsoever kind or nature, arising out of, in connection with, or incident to, the performance of this Agreement, except those caused by the sole negligence of the City.

6.2 This indemnity agreement shall include any claim made against the City by an employee of RAI-N or subcontractor or agent of RAI-N, even if RAI-N is otherwise immune from liability pursuant to the applicable workers' compensation statute.

6.3 In the event of litigation between the Parties to enforce rights under this section, reasonable attorney's fees and costs shall be allowed to the prevailing Party.

SECTION 7. INSURANCE

7.1 Additional Insured. The policy shall be endorsed to include the following additional insured language: "The City of San Luis, its elected officials, officers, employees, and agents shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

7.2 Waiver of Subrogation. The policy shall contain a waiver of subrogation against the City of San Luis for losses arising from work performed by or on behalf of RAI-N.

7.3 Primary and non-contributory. Each policy, including primary, umbrella, and excess policies, shall state that the insurance provided to the additional Insureds is primary and non-contributory to any other insurance (primary, umbrella, excess, self-insurance, or any other basis) available to the additional insured.

7.4 Minimum Coverage. RAI-N must, at their own expense, purchase and maintain the above minimum insurance with companies duly licensed to do business in the state of Arizona. All policies and forms must be satisfactory to the City. The City requires its prior approval to use alternative insurers. RAI-N acknowledges that the insurance coverage and policy limits set forth below constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which is applicable to a given loss will be available to the City. Prior to the beginning and throughout the duration of this Agreement, RAI-N will maintain insurance in conformance with the requirements set forth below:

Type	Coverages	Limits
Commercial General Liability – Occurrence Form	General Aggregate	$2,000,000
	Products-Completed Operations Aggregate	$1,000,000
	Personal and Advertising Injury	$1,000,000
	Each Occurrence	$1,000,000
Business Automobile Liability	Combined Single Limit (CSL)	$1,000,000
Worker's Compensation and Employer's Liability	Workers' Compensation	Statutory
	Each Accident	$1,000,000

	Disease – each employee	$1,000,000
	Disease - policy limit	$1,000,000

7.5 Without in any way limiting RAI-N's obligations and liability pursuant to the indemnification described above, RAI-N shall maintain, during the term of this Agreement, the above types and amounts of insurance. RAI-N will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth in the indemnity section of this Agreement, then such coverage shall be amended to do so.

SECTION 8. PROVISIONS REQUIRED BY ARIZONA LAW

8.1 Conflicts of Interest. This Agreement is subject to the cancelation provisions of A.R.S. § 38-511.

8.2 Employment Eligibility – E-Verify. RAI-N hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §§ 23-214 and 41-4401 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 documentation of RAI-N to ensure that RAI-N complies with this warranty.

8.3 Contractor Certifications. The Parties shall certify that they and all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

8.4 RAI-N certifies that if RAI-N becomes aware during the term of the Agreement that RAI-N is not in compliance with the written certification, RAI-N shall notify the City within five (5) business days after becoming aware of the noncompliance. If RAI-N does not provide the City with a written certification that RAI-N has remedied the noncompliance within one hundred eighty days after notifying the City of the noncompliance, the Agreement terminates, except that if the Agreement termination date occurs before the end of the remedy period, the Agreement terminates on the Agreement termination date.

8.5 Compliance with Lobbying and Other Laws. RAI-N certifies that the services provided for herein are not classified or considered lobbying services and that RAI-N is not engaged in any activities on behalf of the City that would be considered lobbying activities under any federal or state laws.

8.6 China. Pursuant to and in compliance with A.R.S. § 35-394, RAI-N hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that RAI-N will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. RAI-N also hereby agrees

to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

SECTION 9. MISCELLANEOUS PROVISIONS

9.1 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 prepaid service by: (i) deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid, (ii) personal delivery by process server or (iii) 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 (Mailing)
1090 East Union Street (In Person)
San Luis, Arizona 85349

If to RAI-N

President
Ramirez Advisors Inter-national, LLC
2642 East Thomas Road
Phoenix, Arizona 85016

Copy to:

San Luis City Attorney
City of San Luis
P.O. Box 1170
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.

9.2 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 any other provision of this Agreement.

9.3 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 provisions of this Agreement.

9.4 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.

9.5 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 or assigns.

9.6 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.

9.7 Reformation. Should any term, provision, covenant, or condition of the Agreement be held to be void or invalid, the Parties shall reform this Agreement to conform as closely as possible to its original intent.

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

9.9 All Laws. Parties agree they will comply with all federal, state, and local statutes, laws, ordinances, rules, and regulations.

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

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

9.12 No Agency Created. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any agency, partnership, joint venture, or other similar arrangement between the Parties.

9.13 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

9.14 No Personal Liability. No officer, elected official, employee, or agent of the City shall be personally liable to RAI-N, or any successor or assignee, (a) if any default occurs or breach by the City, (b) for any amount which may become due to RAI-N or its successor or assign, 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.

9.15 Survival. All representations and warranties of RAI-N, RAI-N's indemnity, hold harmless, and defense obligations shall survive the expiration or earlier termination of this Agreement.

9.16 Time is of the essence. Time is of the essence in this Agreement.

9.17 Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

9.18 *Force Majeure.* If RAI-N 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 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, 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, material changes in applicable business laws or regulations, or public health emergencies.

9.19 Entire Agreement. This Agreement, including its Exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the Parties.

9.20 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. However, RAI-N shall provide the City with the original signature to record the contract.

9.21 Ratification. Acts taken pursuant to this Agreement but prior to its execution are hereby ratified and confirmed.

9.22 Non-Exclusive Contract. Notwithstanding the non-exclusive nature of this Agreement, if the City retains an additional consultant to provide Services during the term of this Agreement, the City shall provide RAI-N with reasonable notice and may, at the City's sole discretion, request coordination among consultants as appropriate. Nothing in this section shall be construed to create any right of approval, exclusivity, or limitation on the City's sole discretion to retain other consultants as it deems necessary.

[Remainder of page intentionally left blank, signatures on following page]

EXECUTED in Yuma County, Arizona, on the date in the first paragraph of this Agreement, which is the date the last Party signed.

City of San Luis, Arizona

_____ _____
Nieves Riedel Date
Mayor

Attest:

_____
Sonia Cornelio, City Clerk

Approve As to Form:

_____ _____
Joseph D. Estes, City Attorney Date

Ramirez Advisors Inter-National, LLC.

_____ _____
Luis E. Ramirez Thomas Date
President