

When recorded, return to
Clerk of the Board
P. O. Box 827
Florence, AZ 85132

**PUBLIC ROADWAY CONSTRUCTION AND
PARTICIPATION DEVELOPMENT AGREEMENT
BETWEEN PINAL COUNTY, CITY OF COOLIDGE AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

THIS PUBLIC ROADWAY CONSTRUCTION AND PARTICIPATION DEVELOPMENT AGREEMENT (“**Agreement**”) is dated _____, 202_ (the “**Effective Date**”), and made by and between PINAL COUNTY, a political subdivision of the State of Arizona (“**County**”), CITY OF COOLIDGE, a municipal corporation of the State of Arizona (“**City**”) and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona (“**SRP**”). County, City and SRP are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

- A. County is authorized to enter into this Agreement pursuant to Arizona Revised Statutes (“**A.R.S.**”) §§ 11-251(4) to lay out, maintain, control and manage public roads within the unincorporated area of Pinal County, 28-6707 to work cooperatively with City for the construction, improvement and maintenance of public roadways located in County and City and 11-952 to enter into agreements with other public agencies.
- B. City is authorized to enter into this Agreement pursuant to A.R.S. §§ 9-240 to lay out, maintain, control and manage public roads within the incorporated area of the City, 9-500.05 to enter into development agreements with developers regarding the conditions, terms, restrictions, financing and requirements for public infrastructure and 28-6707 to work cooperatively with County for the construction, improvement and maintenance of public roadways located in City and County.
- C. SRP is authorized to enter, execute and perform contracts with the United States, the State, or any county or other political subdivision.
- D. For the safety and welfare of the public, the Parties hereto desire to engage in a project (the “**Project**”) to improve recognized roadways within the Randolph, AZ community from E. Bell St to E. Bateman St and State Route 87 to 5th Ave via road construction (the “**Improvements**”) as will be more specifically described in the Design Concept Report (“**DCR**”).
- E. Portions of the Improvements included in the Project are, or will be, located within the

incorporated boundaries of the City of Coolidge and other portions of the Improvements included in the Project are, or will be, located within an unincorporated portion of Pinal County.

- F. The Parties acknowledge and agree that they each will benefit from the Improvements and desire to participate in the payment of costs for the Improvements that will not be covered by SRP.
- G. The Parties are entering into this Agreement to define certain aspects of their respective roles, rights and obligations in connection with the Project, including payment for the costs for Entellus, Inc. to prepare the DCR, and the Parties preliminary understanding as to apportionment of payment for the costs of the Improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. SCOPE OF WORK

The Project consists of design development and construction of roadway and landscaping Improvements within the Randolph, AZ community and the City of Coolidge, the general boundaries of which are depicted in Exhibit A. The Project's design development will begin in November 2022 with construction commencing in April 2023. This Agreement addresses only the design development phase of the Project. Further work on the Project, including construction, will be addressed in a separate agreement.

2. FUNDING

The total estimated cost for the development of a DCR for the Project is \$336,325.86. The Parties agree that SRP will cost share funding to complete the DCR as follows:

- 2.1. Upon the Parties' executing this Agreement and upon receipt of invoice(s) provided by County based upon County's receipt of invoices from Entellus, SRP will pay up to \$150,000.00 (SRP's "Proportional Share") to the County toward the cost of the DCR to be prepared by Entellus, Inc. The County and the City of Coolidge will fund the DCR costs in excess of \$150,000.00.
- 2.2. Any increase in the costs related to the DCR due to change orders shall be the responsibility of the County and City.

2.3 Upon completion of the DCR, the Parties will review the DCR and agree on the remaining scope of the Project, including the SRP portion of cost. The finalized scope and funding will be documented by the Parties in a separate, future agreement or in an amendment to this Agreement.

3. AGREEMENT

3.1. County shall:

- a. Act as the Project Lead for the design development phase of the Project.
- b. As Project Lead, be responsible for contracting with and coordinating the effort of Entellus, Inc. related to the DCR. County shall submit the DCR to SRP and City for review and written approval in accordance with the terms of this Agreement.
- c. Upon approval and execution of this Agreement, invoice SRP for SRP's Proportional Share of the cost of the DCR as costs are incurred and invoiced by Entellus, as described in Section 2.1 above.

3.2. SRP shall:

- a. Pay County for its SRP's Proportional Share of the DCR costs as set forth in paragraph 2. 1 and within thirty (30) days of receipt of a properly documented invoice from County.
- b. Coordinate and cooperate with, and timely provide information and required approvals to, County in relation to the preparation of the DCR.
- c. Review all design and construction documents in a timely manner and provide any comments to the County within fourteen (14) days of the SRP's receipt of the documents.

3.3. City shall:

- a. Coordinate and cooperate with, and timely provide information, required approvals and no-cost right-of-use permitting to County in relation to construction of the Project.

- b. Review all design and construction documents in a timely manner and provide any comments to County within fourteen (14) days of the City's receipt of the documents.

4. GENERAL PROVISIONS

- 4.1. **No Agency or Partnership.** None of the Parties is acting as the agent of any other Party with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between the Parties.
- 4.2. **No Third Party Beneficiary.** This Agreement shall not create any third party beneficiary rights to any person or entity who is not a Party to this Agreement, including any lender to the developer, unless expressly provided to the contrary in this Agreement (and then only to the extent so provided).
- 4.3. **Counterparts.** This Agreement may be executed in any number of counterparts, including in facsimile and electronic formats (including portable document format (.pdf)) and with use of an electronic or digital signature, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon.
- 4.4. **Amendment.** Any amendment to this Agreement shall be in writing and signed by the Parties.
- 4.5. **Conflicts of Interest.** The Parties acknowledge that this Agreement is subject to cancellation pursuant to § 38-511, Arizona Revised Statutes, as amended.
- 4.6. **Forced Labor.** The Parties agree that they will comply with A.R.S. § 35-394 for the duration of this Agreement.
- 4.7. **E-Verify.** Compliance Requirements for A.R.S. § 41-4401, each Party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.
- 4.8. **Israel Boycott.** Each party to this Agreement the Parties agree that they for the duration of this Agreement they will comply with the requirements of A.R.S. § 35-393.

4.9. **Notices.** All notices, demands, filings, consents, approvals and other communications provided for herein, or given in connection herewith, shall be in writing and shall be deemed to have been validly given, filed, made, transmitted, received, or served when delivered personally or three (3) business days after deposited in a U.S. Mail box in a postage prepaid envelope or one (1) business day after sent by recognized overnight carrier for next business day delivery to the addresses provided herein below or such other addresses as any party hereto may from time to time designate in writing and delivered in a like manner.

County: County Manager
Pinal County
31 N. Pinal St, Building A
P.O. Box 827
Florence, AZ 85132

With a copy to: Director
Pinal County Department of Public Works
31 N. Pinal Street, Building F
P.O. Box 727
Florence, AZ 85132

City: City Manager
City of Coolidge
130 W. Central Avenue
Coolidge, AZ 85128

With a copy to: _____

SRP: Maria Roberts
Coolidge Generating Station
Plant Director
P.O. Box 52025 DBS100
Phoenix, AZ 85072

With a copy to: Bill McClellan
Resource Development

Manager
P.O. Box 52025 PAB352
Phoenix, AZ 85072

- 4.10. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Arizona and any litigation shall take place only in Pinal County Arizona.
- 4.11. **Attorney's Fees.** The prevailing Party in any litigation in connection with this Agreement shall be entitled to its attorneys' fees and costs, expert witness fees, and other litigation related expenses.
- 4.12. **No Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by a Party of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
- 4.13. **Severability.** If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the Parties to achieve the practical and proportional benefits and obligations of the arrangements contemplated by this Agreement. Otherwise, any Party may terminate this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto, have executed this Agreement as of the day and year set forth below.

“County”
PINAL COUNTY, a political subdivision of the State of Arizona

Chair of the Board of Supervisors

Dated: _____

ATTEST:

Clerk/Deputy Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Deputy County Attorney

STATE OF ARIZONA)

) ss.

COUNTY OF PINAL)

The foregoing Agreement was acknowledged before me this _____ day of _____, 202__, by _____ and _____, Chair and Clerk/Deputy Clerk, respectively of the Pinal County Board of Supervisors, for Pinal County, a political subdivision of the State of Arizona, who being authorized to do so, executed the foregoing instrument on behalf of said entity for the purposes stated therein.

Notary Public

My Commission Expires: _____

"City"

CITY OF COOLIDGE, a municipal corporation of the State of Arizona

Mayor

Dated: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA)

) ss.

COUNTY OF PINAL)

The foregoing Agreement was acknowledged before me this ____ day of _____, 202_, by _____ and _____, Mayor and City Clerk, respectively of the City of Coolidge, a municipal corporation of the State of Arizona, who being authorized to do so, executed the foregoing instrument on behalf of said entity for the purposes stated therein.

Notary Public

My Commission Expires: _____

"SRP"

By: Maria Roberts

Name: Maria Roberts

Title: Plant Director Desert Basin/Coolidge Generating Station

Dated: 12/5/2022

STATE OF Arizona)
) ss.
COUNTY OF Pinal)

The foregoing Agreement was acknowledged before me this 5 day of December, 2022
by Maria Roberts, the Director of Salt River Project
a(n) political subdivision on behalf thereof. Agricultural Improvement
of the state of Arizona and Power District



Vanessa M. Estrada

Notary Public

My Commission Expires: January 7, 2023

**EXHIBIT A
TO
PUBLIC ROADWAY CONSTRUCTION AND
PARTICIPATION DEVELOPMENT AGREEMENT**

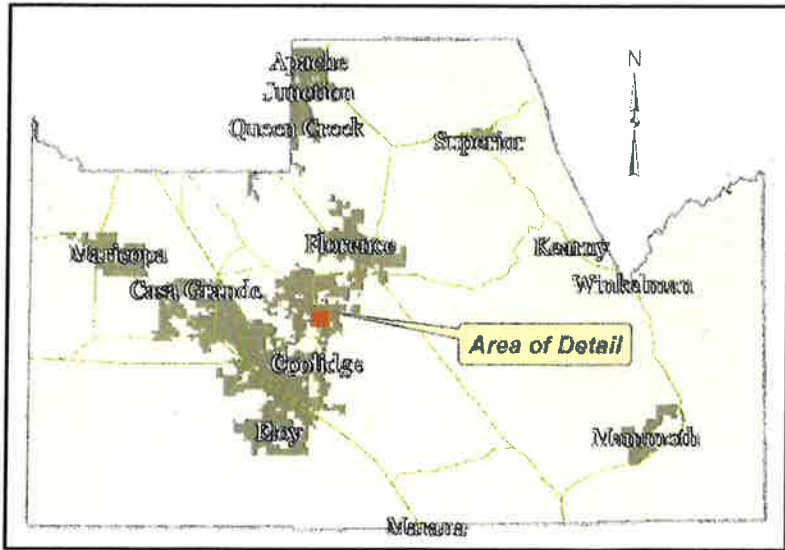
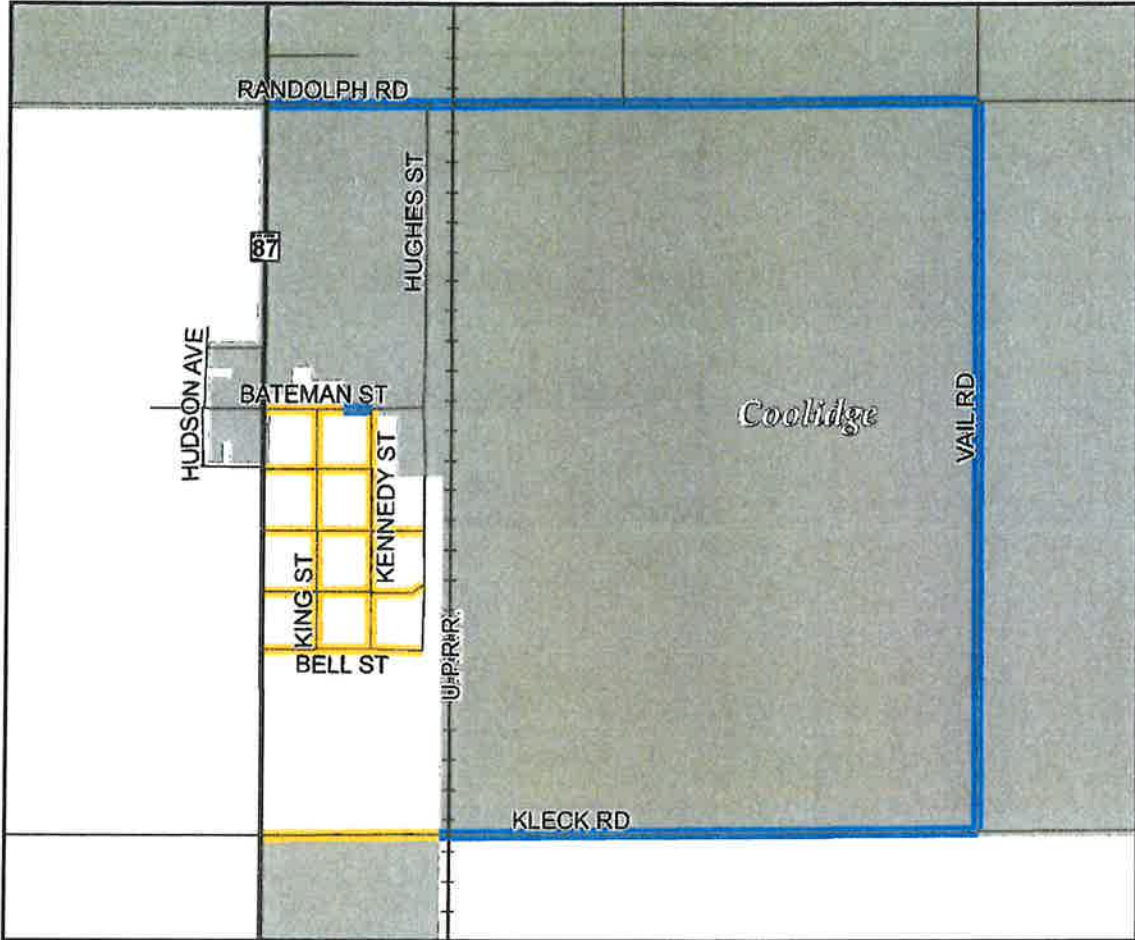


Exhibit A

-  Onsite Roads
-  Offsite Roads
-  Highway / Interstate
-  Street Centerline
-  City/Town Boundary



PINAL COUNTY
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