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Clerk of the Board
PO Box 827
Florence, AZ 85132

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

DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF YOUR DOCUMENT.
THE CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER RIGHT CORNER OF
THIS DOCUMENT IN THE PINAL COUNTY RECORDER'S OFFICE.

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

THIS PUBLIC ROADWAY CONSTRUCTION AND PARTICIPATION DEVELOPMENT AGREEMENT ("**Agreement**") is dated _____, 2023 (the "**Effective Date**"), and made by and between PINAL COUNTY, a political subdivision of the State of Arizona ("**County**") and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona ("**SRP**"). County, 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, and 11-952 to enter into agreements with other public agencies.
- B.** SRP is authorized to enter into this Agreement pursuant to A.R.S. § 48-2337 to enter, execute and perform contracts with the United States, the State, or any county or other political subdivision.
- C.** For the safety and welfare of the public, the parties hereto desire 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, referred to herein as "Project."
- D.** The Parties acknowledge and agree that they each will benefit from the Project and desire to participate in the payment of costs for the Project.
- E.** The Parties are entering into this Agreement to define their respective rights and obligations in connection with the payment of such Improvements costs as set forth below.

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 as depicted in Exhibit A. The Project's design development began in November 2022 with construction commencing in August 2023.

2. FUNDING

The Parties agree that SRP will cost share funding to complete the Project as follows:

- 2.1. SRP will pay \$150,000.00 as its proportional share of the cost of the Design Concept Report provided by Entellus upon signing of this agreement.
- 2.2. SRP shall pay the County forty-three percent (43%) of the Project construction costs billed by contractor to the County, not to exceed \$2,619,179. The timing of SRP's payments shall be as described below in Section 3.2.a.
- 2.3. SRP will pay for the cost related to the visual screening as shown in drawings in Exhibit B in an amount up to \$129,236.
- 2.4. If there is an increase or decrease in the Project construction costs due to change orders the Parties agree to meet and determine in good faith how the costs shall be borne between the Parties.

3. AGREEMENT

- 3.1. The County shall:
 - a. Act as the Project Lead for the Project.
 - b. As Project Lead, be responsible for solicitation, contract management, quality assurance inspections, utility relocations, public outreach coordination, project meetings, and other related duties for the Project. County shall submit all design and construction documents for SRP review and written approval in accordance with the terms of this Agreement.
 - c. Upon approval of this Agreement, invoice SRP in the amount of \$150,000, representing SRP's proportional share of the cost of the Design Concept Report, as described above in Section 2.1.
 - d. Throughout the course of Project construction, invoice SRP incrementally for its share of the Project construction costs when County receives invoice from contractor.

- e. Operate and maintain all elements of the Project, including roadway and landscaping improvements, upon completion of construction.
- f. County agrees to indemnify and hold harmless (and, upon notice so requiring from SRP, also defend) SRP and members of its governing bodies, its officers, agents and employees (the "Indemnified Parties") for, from and against any and all claims, demands, suits, costs of defense, including reasonable attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities for injury to or death of any person or persons, including but not limited to employees of County or its contractors, or damage to property, including but not limited to property of County or its contractors, to the extent attributable to any wrongful or negligent act, action, omission, or default on the part of County, any of its employees or its contractors, related to the Project.

3.2. SRP shall:

- a. Pay County as outlined in Section 2 within thirty (30) days of receipt of a properly documented invoice from County.
- b. Coordinate and cooperate with, and provide timely information and required approvals to, County in relation to construction of the Project.
- c. Review all design and construction documents in a timely manner and provide any comments to the County within 14 days of SRP's receipt of the documents. SRP shall not have any obligations relating to the Project other than those expressly set out in this Section 3.2 of the Agreement.

4. GENERAL PROVISIONS

- a. **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.
- a. **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).

- b. **Counterparts.** This Agreement may be executed in counterparts, including in facsimile and electronic formats (including portable document format (.pdf)) and with use of an electronic or digital signature, each of which will be deemed an original and all of which, when taken together, constitute one and the same instrument.
- c. **Amendment.** Any amendment to this Agreement shall be in writing and signed by both Parties.
- d. **Conflicts of Interest.** The Parties acknowledge that this Agreement is subject to cancellation pursuant to § 38-511, Arizona Revised Statutes, as amended.
- e. **Forced Labor.** Pursuant to A.R.S. § 35-394, the Parties certify that they are not currently using, and agree for the duration of this Agreement to 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 produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. The Parties further acknowledge and agree that (1) if the Party becomes aware during the term of this Agreement that it is not in compliance with this certification that the Party will notify the County within five (5) business days after becoming aware of the noncompliance; and (2) if the Party does not provide the County with a written certification that the Party has remedied the noncompliance within one hundred eighty (180) after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The County retains the legal right to inspect the records of the SRP to ensure compliance with this certification for the duration of this Agreement.
- f. **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.
- g. **Israel Boycott.** Each party to this Amendment certifies to the other that it is not currently engaged in and agrees for the duration of the contract not to engage in a boycott of Israel as defined in A.R.S. § 35-393.

- h. **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

SRP:

Director
Coolidge Generating Station
P.O. Box 52025
Phoenix, AZ 85072

With a
copy
to:

OTM Manager
Coolidge Generating Station
P.O. Box 52025
Phoenix, AZ 85072

- i. **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 either Maricopa County, Arizona or Pinal County, Arizona.

- j. **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.
- k. **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.
- l. **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: _____

“SRP”

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT
& POWER DISTRICT, an agricultural improvement and power
district organized and existing under the laws of the State of
Arizona

By: _____

Name: _____

Title: Director Desert Basin and
Coolidge Generating Station
Dated: 6/6/2023

STATE OF Arizona)
) ss.
COUNTY OF Pinal)

The foregoing Agreement was acknowledged before me this 6 day of June, 2023
by Maria Roberts, the Director of Coolidge Generating Station
a(n) SRP, on behalf thereof.



Vanessa M. Estrada
Notary Public

My Commission Expires: January 7, 2027

EXHIBIT A
TO
PUBLIC ROADWAY CONSTRUCTION AND
PARTICIPATION DEVELOPMENT AGREEMENT

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

Exhibit A

[The Project]

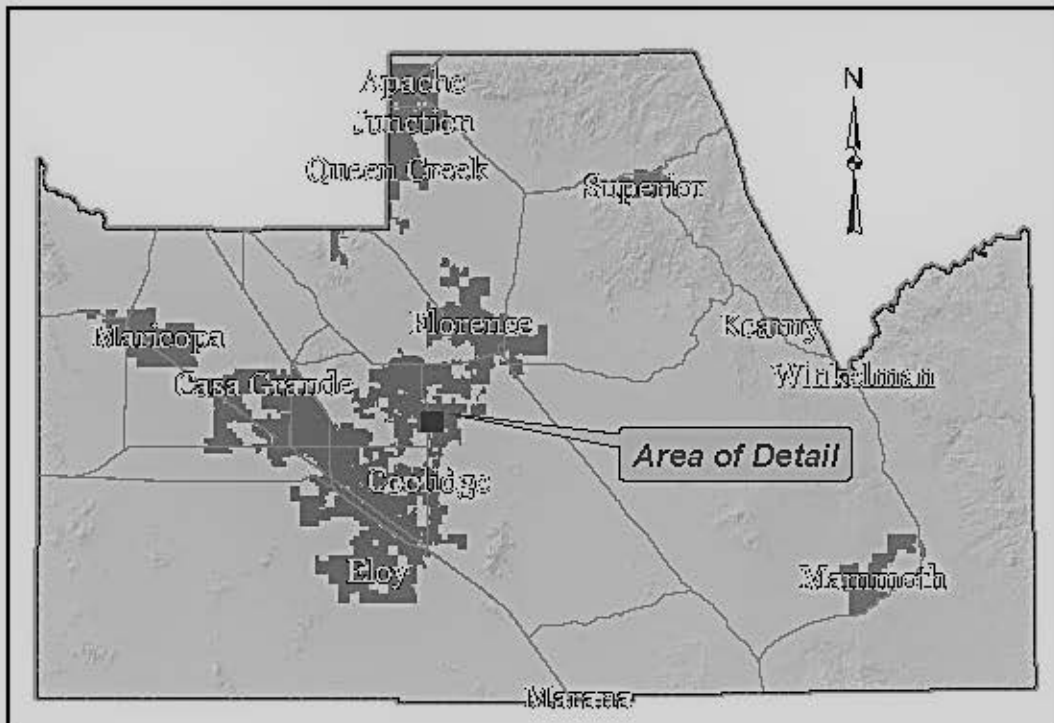
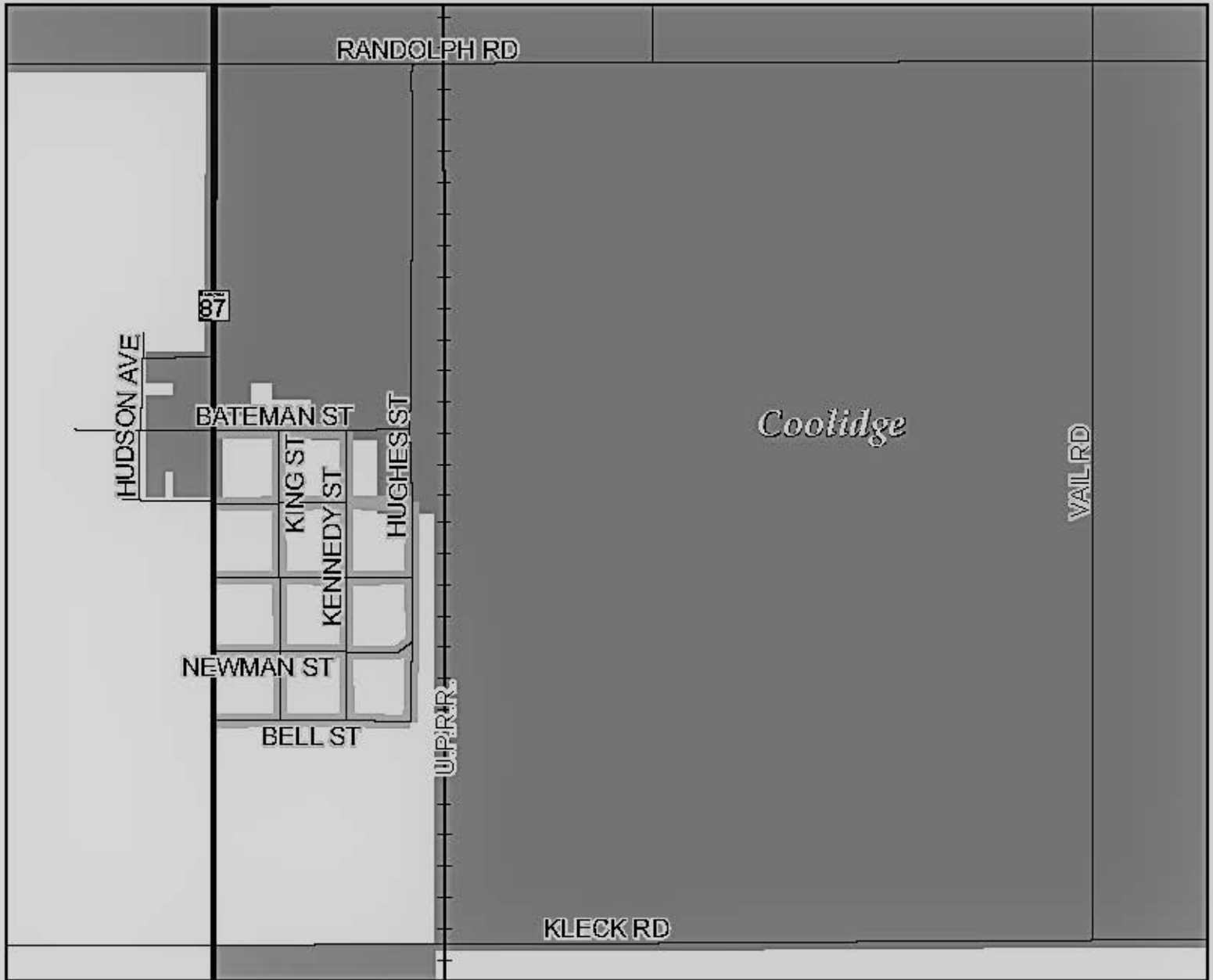


Exhibit A

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

PINAL COUNTY
WIDE OPEN OPPORTUNITY