

## AGREEMENT

Agreement made this 29<sup>th</sup> day of September, 2015, between St. Jude Thaddeus Parish, Diocese of Tucson, Roman Catholic Church ("Church") and the City of San Luis, Arizona, a municipal corporation ("City").

Whereas the City supplies wastewater utility service to the Church;

Whereas the connection of the lateral from the Church to the main of the City failed necessitating a new connection;

Whereas the City is requiring the new connection to serve the Church connect to a different collector than where the previous connection existed;

Whereas this new connection involves crossing a canal of the Yuma County Water Users Association, the cost of which is not clearly addressed in current city polices or regulations;

Whereas the parties hereto wish to amicably resolve all issues; and

Whereas a public health problem exists which needs immediate attention;

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. The City and Church hereby agree to mutually divide the cost of establishing a new lateral to provide wastewater service to Church from the property line of the Church at 984 N. Main Street to the existing collector at Beach Street just west of the property of the Church. The amount to be paid by the Church to the city to establish the lateral and the connection at Beach Street shall be in the total amount of \$18,697.50.
2. The parties agree that the Church shall have until June 30, 2016 to pay the sums stated in Section 1 above.
3. The City agrees it will be responsible to engage appropriate contracting services to perform construction, agrees to be responsible for all necessary legal permissions of the Yuma County Water Users Association, and agrees to indemnify the Church and hold it harmless with regards thereto.
4. The City agrees to cause all necessary construction work needed to establish the lateral, which is the subject of this agreement, to occur within the next 90 days. In performing construction work, Church understands that its property was the subject of the dumping of construction debris with the permission of the previous owner, and as a result the soil and land has too much rubble and voids to properly support the construction of any structures. In performing construction work, the City will backfill any trench with clean material and compact it as best as possible. However, because of the condition of the surrounding soil, the property will remain unsuitable for bearing the heavy load of a structure. It is understood and agreed that the City will not be performing any compaction testing. Further it is understood that the Yuma County Water Users Association has recommended that the Church construct a berm/levee at the western edge of its property to provide storm water retention and prevent erosion. It is agreed that the City will not be performing such work, and such work would be the sole responsibility of the Church.

5. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

6. Time is of the essence of this contract.

7. It is not intended by this agreement to, and nothing contained in this agreement shall, create any partnership, joint venture or other similar arrangement between Church or City. No term or provision of this agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

8 This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

9. No change or additions are to be made to this agreement except by a written amendment executed by the parties hereto.

10 This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this agreement is subject to the provisions of A.R.S. § 38-511.

11. Any legal action relating to this agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

12. Every provision of this agreement is, and will be construed to be, a separate and independent covenant. If any provision of this agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this agreement will be valid and will be enforced to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

The parties have executed this agreement on the day and year first above written.


City of San Luis

St. Jude Thaddeus Parish

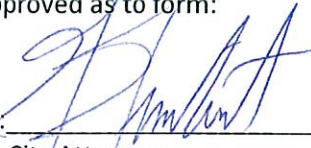
By:   
City Manager

By: 

Attest:

  
\_\_\_\_\_  
City Clerk

Approved as to form:

  
By: \_\_\_\_\_  
City Attorney