

AGREEMENT

Agreement made this ____ day of September, 2017, between Pueblo Housing and Community Development, a nonprofit corporation incorporated under the laws of Arizona, of 7798 West County 16th Street, Somerton, Arizona 85350 (“PUEBLO HOUSING”), and the City of San Luis, an incorporated city under the laws of Arizona, of 1090 East Union Street, San Luis, Arizona 85349 (“CITY”).

RECITALS

PUEBLO HOUSING is a nonprofit corporation building two (2) houses to sell them to use 100 per cent (100%) of the profit towards building a safe house in the City of San Luis, Arizona for protecting domestic violence victims.

The CITY; under its powers to act in the interests of the public health, safety and welfare; supports the construction of a safe house in the City of San Luis, Arizona for protecting domestic violence victims.

To promote the mutual goal of PUEBLO HOUSING and the CITY of constructing a safe house in the City of San Luis, Arizona for protecting domestic violence victims, the CITY desires to waive its fees related to building the house currently projected. The savings will go towards constructing the safe house.

In consideration of the matters described above, and of the mutual benefits and obligations in this agreement, the parties agree as follows:

SECTION ONE.

OBLIGATIONS OF PUEBLO HOUSING

- 1.01 PUEBLO HOUSING through collaborative partnerships with community members, small business and other non-profits shall build a house. PUEBLO HOUSING shall seek to obtain services, material, and labor at cost or close to cost to maximize the profit to be used towards construction of the safe house.
- 1.02 PUEBLO HOUSING shall administer and oversee the construction of the house with established rules and regulations under applicable law.
- 1.03 PUEBLO HOUSING shall work with a general contractor and subcontractors in meeting the requirements of construction of the house.
- 1.04 PUEBLO HOUSING shall sell the house and use 100 per cent (100%) of the profit from the sale towards constructing a safe house for protecting domestic violence victims.
- 1.05 PUEBLO HOUSING shall locate said safe house within the city limits of the City of San Luis, Arizona.

- 1.06 PUEBLO HOUSING shall maintain the records of the project and upon reasonable request of the CITY, PUEBLO HOUSING shall provide the records for inspection for compliance with this agreement.

SECTION TWO. OBLIGATIONS OF THE CITY

The CITY shall waive in an amount not to exceed eight thousand and five hundred dollars (\$8,500.00) the CITY's fees in connection with constructing the house PUEBLO HOUSING is building for the purpose sale to raise funds for constructing a safe house to be located within the city limits of the City of San Luis, Arizona for protecting domestic violence victims.

SECTION THREE. REMEDIES

- 3.01 If by October 1, 2022, PUEBLO HOUSING does not construct a safe house for protecting domestic violence victims within the city limits of the City of San Luis, Arizona, then PUEBLO HOUSING shall pay the CITY the dollar amount of fees the CITY waived.
- 3.02 If either party breaches or defaults on this agreement the other party is entitled to exercise all available legal and equitable rights and remedies.

SECTION FOUR. PROVISIONS REQUIRED BY ARIZONA LAW

- 4.01 Conflict of Interest. Under Arizona law, rules and regulations, no member, official or employee of the CITY shall have any personal interest, direct or indirect in this agreement, nor shall any such member, official or employee participate in any decision relating to this agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This agreement is subject to A.R.S. §38-511.
- 4.02 Employment Eligibility. PUEBLO HOUSING warrants it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 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 PUEBLO HOUSING to ensure that PUEBLO HOUSING complies with this warranty.
- 4.03 Certification. PUEBLO HOUSING certifies that it does not participate in, and agrees not to participate in during the term of this agreement a boycott of Israel under A.R.S. § 35-393.01. PUEBLO HOUSING understands this certification and this agreement will become public record under A.A.C. R2-7-C317.

that it is duly qualified to do business in the State of Arizona and is in good standing under state laws. The PUEBLO HOUSING and the CITY warrant to each other that the individuals executing this agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing.

- 5.05 Amendment. 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.
- 5.06 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.
- 5.07 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.
- 5.08 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.
- 5.09 Notice of Assignment. PUEBLO HOUSING shall give notice to the CITY of any assignment at least ten (10) days prior to the effective date. PUEBLO HOUSING shall not convey any of its rights hereunder unless the corresponding obligations of PUEBLO HOUSING are assumed by the assignee of PUEBLO HOUSING. Notice of the assignment and assumption of PUEBLO HOUSING's obligations shall be reflected in a document that shall be executed by PUEBLO HOUSING and such assignee and delivered to the CITY.
- 5.10 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.
- 5.11 No Agency Created. Nothing in this agreement shall create any partnership, joint venture, or agency relationship between the parties.
- 5.12 No Personal Liability. No member, official or employee of the CITY shall be personally liable to PUEBLO HOUSING, or any successor or assignee, (a) if any default occurs or breach by the CITY, (b) for any amount which may become due to the PUEBLO HOUSING 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 PUEBLO HOUSING under this agreement shall be limited solely to the assets of PUEBLO HOUSING 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 PUEBLO

HOUSING; (ii) the shareholders, members or managers or constituent partners of PUEBLO HOUSING; or (iii) officers of PUEBLO HOUSING.

5.13 Time is of the essence.

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

**SECTION SIX.
INSTRUMENT AS ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding.

**SECTION SEVEN.
EFFECT OF AGREEMENT**

This agreement shall inure to the benefit and be binding on the parties, and heirs, legal representatives, assignees, and successors of the parties.

[Remainder of page intentionally left blank, signatures continue on next page]

The parties have executed this agreement in Yuma County, Arizona the day and year set forth above.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Pueblo Housing Community Development

Signature

Print Name

Title