

AGREEMENT

GYPA & San Luis for ACA Grant & Road Construction

This agreement ("Agreement") made this _____ day of June 2020 between the Greater Yuma Port Authority, an Arizona non-profit corporation whose members are public agencies, ("GYPA"), and the City of San Luis, Arizona, a municipal corporation and political subdivision of the State of Arizona ("City") and in consideration of the mutual covenants contained herein, hereby agree as follows:

1. GYPA and City agree to cooperate and participate in applying for and, in the event of an award, the administration of a proposed economic strength grant administered by the Arizona Commerce Authority ("ACA") for a road construction project to construct and pave roads within a platted subdivision within the area known as the Gary Magrino Industrial Park within the municipal limits of City (hereinafter the "grant project"), for the mutual benefit of GYPA and City.

2. GYPA responsibilities:
 - a. GYPA shall develop the grant application for City review and submittal.

 - b. If awarded, GYPA shall be responsible for assisting the City in submitting reports or any other reporting as may be required by the grant contract.

 - c. GYPA shall be responsible for providing the City with the 10% grant match, as may be requested by the ACA.

 - d. GYPA shall be responsible for providing the City with all funding related to the administration and completion of the grant project to include, but not limited to, the cost of hiring appropriate professionals for the construction administration of the grant project and all City fees as related to constructing the grant project.

 - e. GYPA shall be responsible for any additional fees or costs that might arise from changes to or unforeseen costs related to the construction of the grant project. This responsibility includes, but is not limited to, the responsibility to pay for or reimburse the City during the City's fiscal year during which the funds are expended for any fees or costs in the construction of or management of constructing the construction and paving for improvements not covered by grant funds. The parties to this Agreement understand and agree that the roads are to be constructed and paved to the Public Works Standards of the City. City requirements may include underground utility construction such as water and wastewater utility improvement as part of the grant project. Such construction, while

part of the grant project, may not be within the scope of the grant, and therefore must be paid from sources other than grant funds.

3. City responsibilities:

- a. The City shall be responsible for reviewing and submitting the grant application to ACA.
 - b. The City shall be responsible for adhering to the procurement process, for contracting with appropriate professionals for the construction administration of the grant project and contracting with a licensed contractor for the construction of the grant project. Any procurement process for appropriate professionals or licensed contractors shall be for the entire road construction of the grant project, which may include necessary improvements, not within the scope of the grant, as mentioned in Section 2.e above.
 - c. The City shall be responsible for adhering to grant regulations and the conditions of any awarded grant.
 - d. The City shall be responsible for administering the grant funds and all expenditures for the grant as may be required by the grant contract and the ACA. This administration shall include administration of the entire road construction for the grant project, including such improvements, which, while a necessary part of the road construction for the grant project, such as underground water and wastewater utility improvements, may not be within the scope of the grant.
 - e. The City shall be responsible for submitting any reporting as required by the grant contract and the ACA.
4. 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.
5. This Agreement may not be amended, nor may any provision hereof be waived except by a written amendment executed by all parties.
6. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona. This Agreement is subject to A.R.S. § 38-511. The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement, they shall not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393.

7. 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.
8. No member, official or employee of the City shall be personally liable to GYPA, or any successor or assignee, (a) if any default occurs or breach by the City, (b) for any amount which may become due to GYPA or any successor or assign, or (c) under any obligation of the City under this Agreement; unless such personal liability arises out of the wrongful acts or gross negligence of said City member, official and or employee. Notwithstanding anything contained in this Agreement to the contrary, the liability of GYPA under this Agreement shall be limited solely to the assets of GYPA. The liability of GYPA shall not extend to or be enforceable against 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 GYPA.
9. It is not intended by this Agreement to, and nothing in this Agreement shall create any agency, partnership, joint venture, or other similar arrangement between the parties.
10. Time is of the essence in this Agreement.

[Intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement in Yuma County, Arizona, and it is effective as of the day and year set forth above.

ATTEST:

Witness, if Contractor is an Individual

(Authorized Signature)

By: _____
(Printed Name)

Title: _____

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney