

RESOLUTION NO. 206

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, ENTERING INTO AN AGREEMENT PURSUANT TO ARIZONA REVISED STATUTES 11-954, BY AND BETWEEN THE STATE OF ARIZONA ACTING BY AND THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION, HEREINAFTER CALLED STATE AND CITY OF SAN LUIS, ACTING BY AND THROUGH ITS CITY COUNCIL, HEREINAFTER CALLED THE CITY.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AS FOLLOWS:

WHEREAS, the STATE has certain direct responsibilities with respect to Transportation Planning in the metropolitan areas of the state such as that geographical area comprised of CITY OF SAN LUIS; and

WHEREAS, there are funds available to STATE which, at its discretion may be used to assist regional transportation planning; and

WHEREAS, the CITY intends to issue a Request for Proposals entitled "San Luis Area Transportation Study" which included herein by reference, contains work activities relating to transportation planning; and

WHEREAS, STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement; and

WHEREAS, the CITY is empowered by A.R.S. Section 11-952 to enter into this agreement.

NOW THEREFORE, in consideration of the mutual covenants herein stated, it is mutually agreed as follows:

AGREEMENT

1. The STATE Shall:

- a. Participate in the selection of a Consultant to perform the San Luis Area Transportation Study.
- b. Provide funding up to \$20,000.00 on reimbursable basis to the CITY for work performed by the consul-

tant; said reimbursement shall be on a match basis (50% State, 50% Local). In no event shall STATE's share exceed \$20,000.00; any excess shall be the CITY's responsibility.

- c. Approve final report before the CITY makes final contract payment to Consultant.

**2. The CITY shall:**

- a. Issue a Request for Proposals and select a Consultant to perform the "San Luis Area Transportation Study".
- b. Submit to STATE for its concurrence, a summary of the proposals evaluation and consultant selection process.
- c. Submit to STATE for reimbursement invoice for monthly payments made to Consultant, supported by narrative reports.
- d. Submit to STATE for its concurrence, Consultant's final report accepted by the CITY.

**3. It is mutually agreed that:**

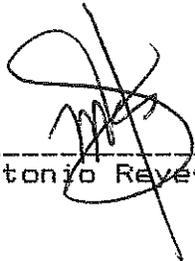
- a. Neither party shall incur legal liability for the actions of the other under the terms and conditions of this Agreement. Each party will be solely and entirely responsible for its acts and the acts of its agents and employees during the performance of this Contract.
- b. This contract shall remain in effect for a period commencing upon filing with the Secretary of State and will terminate on March 31, 1991, unless terminated earlier by either the CITY or STATE upon thirty days written notice of that intent. However, this agreement may be extended by mutual agreement of the two parties.

The parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the

sole relief sought is monetary damages in an amount under the jurisdictional limits set forth in Arizona Revised Statutes 12-133.1

- d. All parties hereby are put on notice that this Agreement is subject to cancellation pursuant to Arizona Revised Statutes 38-511.
- e. Attachments A and B are authenticated copies of the resolutions of the STATE and CITY, authorizing said parties to enter into this Agreement.
- f. Attachments C and D are the written determinations of the attorneys for said parties that this Inter-governmental Agreement is in proper form and within the powers and authority granted to said parties under the laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona this 27th day of June, 1990.

  
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Marco Antonio Reyes, Mayor

ATTEST:

  
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Mark A. Espinoza, City Manager/Clerk

APPROVED AS TO FORM:

  
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Gerald Hunt, City Attorney