



OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

RESOLUTION NO. 705

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND YUMA COUNTY ARIZONA.

Whereas, the City of San Luis desires to enter into an intergovernmental agreement with the State of Arizona Department of Transportation for participation in a Small Area Transportation Study;

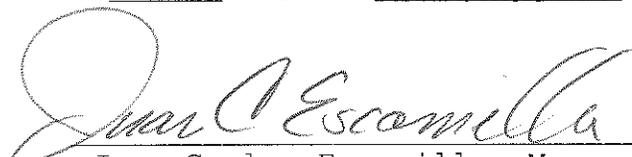
Whereas, the parties to the Intergovernmental Agreement desire to enter said agreement; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Intergovernmental Agreement, as attached hereto as Exhibit "A", is hereby approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 20th day of December, 2006.

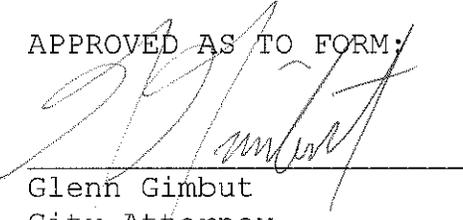

Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Sanchez, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut
City Attorney



Arizona Department of Transportation
Transportation Planning Division

206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janet Napolitano
Governor

Victor M. Mendez
Director

December 12, 2006

Dale Buskirk
Director

Mr. David Ford
Director of Public Works
City of San Luis
P.O. Box 3750
San Luis, AZ 85349

Reference:

A.G. Contract No.: KR06-1264TRN
ADOT TPD FILE No.: JPA 07-002T

Dear Mr. Ford:

Please find enclosed three original copies of the referenced agreement, which defines the responsibilities of the City of San Luis and the Arizona Department of Transportation.

Please obtain the signatures of the appropriate officials and obtain written approval of the City of San Luis to enter into the agreement.

Please make **no other entries** on the original copies other than signatures. ***Please do not date the front page of the agreement.*** Upon execution return **all** originals to my attention at Mail Drop 310B. Upon completion of processing your original will be sent by return mail. If I can be of further assistance, please do not hesitate to contact me at 602-712-4848.

Sincerely,

A handwritten signature in cursive script that reads "Maria Avelar".

Maria Avelar
Administrative Manager
Transportation Planning Division

MA/dh

Enclosures



AG Contract No. KR06-1264TRN
ADOT TPD File: JPA 07-002T
Project: P700011P \$125,000
Section: Small Area Trans Study
City of San Luis

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF SAN LUIS

THIS AGREEMENT is entered into _____, 2006, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SAN LUIS, acting by and through its CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 11-201 and 28-7282 et seq. to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to jointly participate in a Small Area Transportation Study in the City of San Luis and in selecting and hiring a consultant to conduct such a study, all in accordance with the Scope, attached hereto and made a part hereof as Exhibit A, at an estimated cost of \$156,250, hereinafter referred to as the "Project". The State will contribute \$125,000 for this study and the City will contribute \$31,250. Total estimated cost of the project is \$156,250.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

I. SCOPE OF WORK

1. The State shall:

a. Using State approved procurement procedures; participate with the City in the selection of a professional engineering transportation planning consultant to accomplish the Project.

b. Review the Project progress reports and submittals and provide comments to the City or the consultant as appropriate. Review and approve the final report prior to the City's final payment to the consultant.

c. Contribute an amount not to exceed \$125,000 of federal funds to the Project. Be responsible for any consultant claims for extra compensation attributable to the State.

d. No more often than monthly, reimburse the City an amount not to exceed \$125,000 of total costs, within 30 days after receipt and approval of invoices.

2. The City shall:

a. Using State approved procurement procedures, advertise for, and with the concurrence of the State, select and hire a professional transportation-planning consultant to accomplish the Project. Be the lead agency for the Project. Strictly comply with all state and federal procurement laws, rules and procedures.

b. Provide the State timely copies of Project progress reports and submittals, and ensure the incorporation of State review comments. Provide the State a copy of the final report, and obtain the State's approval prior to making final payment to the consultant. Accept the final report on behalf of the parties hereto.

c. Contribute an amount not to exceed \$31,250.00 of non-federal funds (to fulfill match requirement) and for any consultant claims for extra compensation, attributable to the City.

d. No more often than monthly, invoice ADOT, in the form of Exhibit B attached and made a part of hereof, supported by narrative reports and an accounting of monthly expenditures, including a detailed listing of match documentation, associated with the project, to the Project Manager for ADOT, as noted in III.6 below.

d. Maintain detailed records of verifiable match.

e. Comply with all applicable State, Federal and local law.

f. Ensure that Environmental Justice (Title VI) issues are dealt with in the following manner:

The transportation improvement projects recommended in this study shall examine the potential effects, both positive and negative, that these projects may have on minority and low-income populations. Census data are readily available and describe the population living within geographic regions affected by proposed transportation improvements. Should any of the projects place a disproportionate burden on minority or low-income populations, the study shall explain the considerations that dictated this recommendation over alternative actions. In addition, a concerted effort must be made to reach minority and low-income populations to obtain their input, particularly in meetings designed to encourage public participation.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project (18 months from consultant's date of notice to proceed) and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the advertisement of a Project consultant contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contract Issues

Arizona Department of Transportation
 Transportation Planning Division/Maria Avelar
 206 South 17 Avenue, Mail Drop 310B
 Phoenix, AZ 85007
 Phone: 602-712-4848 FAX: 602-712-3046

City of San Luis
 Director of Public Works, David Ford
 PO Box 3750
 San Luis, AZ 85349
 Phone: (928) 341-8577
 FAX: (928) 627-0729

For Project Issues

Arizona Department of Transportation
 Transportation Planning Division
 Charlene FitzGerald, Senior Planner
 206 South 17 Avenue, Mail Drop 310B
 Phoenix, AZ 85007
 Phone: 602-712-6196, FAX: 602-712-3046

City of San Luis
 Director of Public Works, David Ford
 P.O. Box 3750
 San Luis, AZ 85349
 Phone: 928-341-8577
 Fax: 928-627-0729

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

8. Federal funds for the described Scope of Work are contingent upon availability of funding and approvals as appropriate by FHWA and ADOT.

9. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U. S. C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. (Non-Discrimination: The contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the

Americans With Disabilities Act. The contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

- 10. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees), hereinafter collectively referred to as "claims", arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents employees, or volunteers.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SAN LUIS

STATE OF ARIZONA

Department of Transportation

By 
 JUAN CARLOS ESCAMILLA, Mayor

By _____
 DALE BUSKIRK, Division Director
 Transportation Planning Division

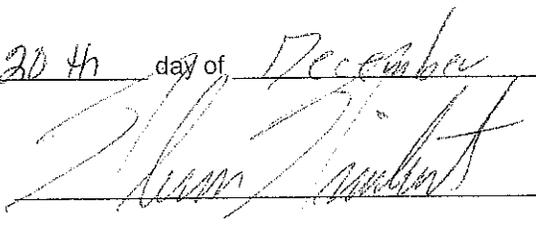
ATTEST

By 
 Sonia Sanchez, City Clerk

APPROVAL OF THE CITY OF SAN LUIS

I have reviewed the above referenced proposed intergovernmental agreement, BETWEEN the DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, and THE CITY OF SAN LUIS and declare this agreement to be in proper form and within the powers and authority granted to THE CITY OF SAN LUIS under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 20th day of December, 2006.

A handwritten signature in cursive script, appearing to read "Steven Lambert", is written over a horizontal line.

Atty. for The City of San Luis

Joint Project Agreement Responsibility Matrix

Project Name: San Luis Sats/JPA 07-002t

Actions (from inception to completion)	Responsible Person Within Other Entity	Responsible Person Within ADOT	Estimated Due Date	Remarks
Complete SATS	David Ford	Charlene FitzGerald	06/08	18 months from NTP
Detailed work plan-task 1	David Ford	Charlene FitzGerald		2 months from NTP adhere to schedule, David to contact consultant each month, Charlene contact David each month
Schedule	David Ford	Charlene FitzGerald		review for accuracy and submit for payment
Reimbursement Request	David Ford	Charlene FitzGerald	10 days	Review and make comments
Working Papers	David Ford	Charlene FitzGerald	10 days	

Schedule to be attached on receipt