A. G. Contract No.KR94 2987TRN
ECS File No.: JPA 94-261
Project: P4494 01P
Section: Bicycle Safety

AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE SCOTTSDALE UNIFIED SCHOOL DISTRICT
YAVAPAI ELEMENTARY SCHOOL

THIS AGREEMENT is entered into 11 January, 1995, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and SCOTTSDALE UNIFIED SCHOOL DISTRICT, acting by and through its SCHOOL BOARD (the "School").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 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 School is empowered by Arizona Revised Statutes Section 11-952 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the School.

3. The Federal Highway Administration has provided planning and research (SPR) State administered grant funds for various safety programs, including, but not limited to, bicycle safety education and related applications. The State has evaluated and approved a grant in the amount of $240.00 for the School.

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

II. SCOPE

1. The School will:

a. Invoice the State for grant funds in the amount of $240.00. Be responsible for any program costs over and above the State's grant contribution.

b. Expend grant funds in substantial conformance with the goals and objectives of the grant application provided to the State.

2. The State will:

Within thirty (30) days after receipt and approval of an invoice, pay the School $240.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the program is to convey federal pass through funds for the use and benefit of the School by reason of state law under which funds for the program are authorized to be expended. Should the program not be completed, be partially completed, or be completed at a lower cost than the State's grant contribution, or for any other reason should any of these grant funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State. The School agrees to indemnify and save harmless the State, or any of it's departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

2. This agreement shall remain in force and effect until completion of said program and payment; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon execution by the parties hereto.

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

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

6. 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 in Arizona Revised Statutes Section 12-1518.

7. 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:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Scottsdale Unified School District
Yavapai Elementary School
701 N. Miller Road
Scottsdale, AZ 85257

7. Attached hereto and incorporated herein is the written determination of 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.

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

SCOTTSDALE UNIFIED SCHOOL DISTRICT
Yavapai Elementary School

By B. Sferra
BOBBIE SFERRA
Principal

STATE OF ARIZONA
Department of Transportation

By [signature] FOR HAR
HARRY A. REED, Director
Transportation Planning
Division

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RESOLUTION

BE IT RESOLVED on this 29th day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into agreements with various political subdivisions and bicycle safety groups for the purpose of promoting bicycle safety and/or training.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.

Mary Peters

LARRY S. BONINE
Director