

## ADDENDUM TO TRANSIT AGREEMENT

### Anti-Terrorism Warranty

Pursuant to A.R.S. §35-397 the Boys and Girls Club certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

### Legal Arizona Workers Act Compliance

Boys and Girls Club hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Boys and Girls Club's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Boys and Girls Club shall further ensure that each subcontractor who performs any work for Boys and Girls Club under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Boys and Girls Club and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Boys and Girls Club's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Boys and Girls Club to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Boys and Girls Club shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Boys and Girls Club shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Boys and Girls Club.

**IN WITNESS WHEREOF**, the parties herein have set their hands and seals the \_\_\_\_\_ day of May, 2011.

**GILA COUNTY**

**BOYS AND GIRLS CLUB OF GLOBE**

\_\_\_\_\_  
Michael A. Pastor, Chairman  
Gila County Board of Supervisors

\_\_\_\_\_  
Sabrina Jones, Director  
Boys and Girls Club of Globe

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Marian Sheppard,  
Chief Deputy Clerk

\_\_\_\_\_  
Bryan Chambers,  
Chief Deputy County Attorney

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Bryan Chambers, Chief Deputy County Attorney

## ADDENDUM TO TRANSIT AGREEMENT

### Anti-Terrorism Warranty

Pursuant to A.R.S. §35-397 the Time Out, Inc. certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

### Legal Arizona Workers Act Compliance

Time Out, Inc. hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Time Out, Inc.'s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Time Out, Inc. shall further ensure that each subcontractor who performs any work for Time Out, Inc. under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Time Out, Inc. and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Time Out, Inc.'s or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Time Out, Inc. to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Time Out, Inc. shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Time Out, Inc. shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Time Out, Inc.

**IN WITNESS WHEREOF**, the parties herein have set their hands and seals the      day of May, 2011.

**GILA COUNTY**

**TIME OUT, INC.**

\_\_\_\_\_  
Michael A. Pastor, Chairman  
Gila County Board of Supervisors

\_\_\_\_\_  
Gerry Bailey, Executive Director  
Time Out, Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Marian Sheppard,  
Chief Deputy Clerk

\_\_\_\_\_  
Bryan Chambers,  
Chief Deputy County Attorney