TRANSIT AGREEMENT
GILA COUNTY
AND
BOYS & GIRLS CLUB OF GLOBE

This agreement is made and entered into effect the _____ day of May, 2011, by and between **GILA COUNTY,** an Arizona Municipal Corporation, hereinafter referred to as "County" and the **BOYS AND GIRLS CLUB OF GLOBE TRANSIT PROGRAM,** hereinafter referred to as "Boys & Girls Club".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Boys & Girls Club as related to Local Transportation Assistance Fund II (LTAF) guidelines.

SCOPE

It is the intent of the LTAF II legislation to provide funds for the sole purpose of providing transportation service. The funding is intended to be used within or proximate to the community or county receiving the LTAF II distribution. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable state and federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

2. The Gila County Board of Supervisors will contribute the sum of $5,000.00 for the Boys & Girls Club, Transit Program.

3. The Boys & Girls Club agrees to maintain records for the grant period of April 1, 2011 thru September 30, 2011. The attached report will be due on October 1, 2011. The report will indicate the number of rides provided for all participants, the location of

pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

This report should be mailed to:

Diana M. Jones, Grant Coordinator
Gila County Public Works
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the Tribe Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.

5. In the operation of the program, the Boys & Girls Club shall comply with all federal, state, and local laws, rules and regulations currently in effect, or which may be adopted. In operating the Transit Program, the Boys & Girls Club, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.

6. The Boys & Girls Club shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Transit Program.

7. The Boys and Girls Club of Globe shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.

8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the Boys & Girls Club should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Boys & Girls Club shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

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

GILA COUNTY

Michael A. Pastor, Chairman
Gila County Board of Supervisors

Date:_____

BOYS AND GIRLS CLUB OF GLOBE

Sabrina L. Jones

Sabrina Jones, Director
Boys and Girls Club of Globe

Date: 4/12/11

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

_____

Bryan Chambers, Chief Deputy County Attorney