

INTERGOVERNMENTAL AGREEMENT
GILA COUNTY
AND
CITY OF GLOBE
ARIZONA EASTERN COPPER SPIKE TRAIN EXCURSION

This agreement is made and entered into effective the _____ day of May 2011, by and between **GILA COUNTY**, an Arizona Municipal Corporation, hereinafter referred to as "County" and the **CITY OF GLOBE**, an Arizona Municipal Corporation, hereinafter referred to as "Arizona Eastern Copper Spike Train Excursion".

RECITALS

The Gila County Board of Supervisors desire to provide funding to Arizona Eastern Copper Spike Train Excursion 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 that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. 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 \$10,000.00 for the Arizona Eastern Copper Spike Train Excursion.
3. The City of Globe agrees to maintain records for the grant period of April 1, 2011 thru June 30, 2011. These records shall indicate the number of rides provided for all participants on the Arizona Eastern Copper Spike Train Excursion with the rides within the County limits separated. The City shall submit a report, to Gila County and all records shall be public record. The report is due July 1, 2011.

The 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 Arizona Eastern Copper Spike Train Excursion 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 City shall comply with all federal, state, and local laws, rules and regulations currently in effect, or which may be adopted. In operating the Arizona Eastern Copper Spike Train Excursion, the City, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.
6. Arizona Eastern Copper Spike Train Excursion shall allow any passenger showing proof of residence within Gila County a 50% reduction in the purchase price of ride tickets.
7. The City 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 Arizona Eastern Copper Spike Train Excursion.
8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the City 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 City 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.

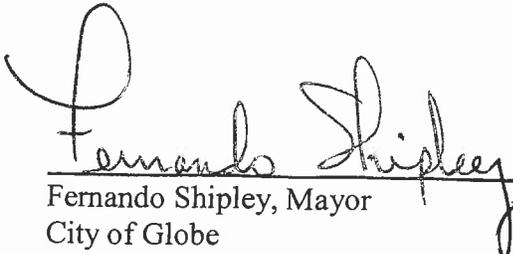
IN WITNESS WHEREOF, the parties herein have set their hands and seals the day of May, 2011.

GILA COUNTY

Michael A. Pastor, Chairman
Gila County Board of Supervisors

Date: _____

THE CITY OF GLOBE



Fernando Shipley, Mayor
City of Globe

Date: 5/16/11

ATTEST:

Marian Sheppard, Chief Deputy Clerk

Date: _____

APPROVED AS TO FORM:

Bryan Chambers, Chief Deputy County Attorney

Date: _____

ATTEST:



Gina Paul, Clerk City of Globe

Date: 5/16/11

APPROVED AS TO FORM:



K. Kane Graves, City Attorney

Date: 5/24/11

ADDENDUM TO INTERGOVERNMENTAL AGREEMENT

Anti-Terrorism Warranty

Pursuant to A.R.S. §35-397 the Arizona Eastern Copper Spike Train Excursion 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

Arizona Eastern Copper Spike Train Excursion hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Arizona Eastern Copper Spike Train Excursion's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Arizona Eastern Copper Spike Train Excursion shall further ensure that each subcontractor who performs any work for Arizona Eastern Copper Spike Train Excursion 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 Arizona Eastern Copper Spike Train Excursion and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Arizona Eastern Copper Spike Train Excursion'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 Arizona Eastern Copper Spike Train Excursion 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, Arizona Eastern Copper Spike Train Excursion 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.

Arizona Eastern Copper Spike Train Excursion 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.”

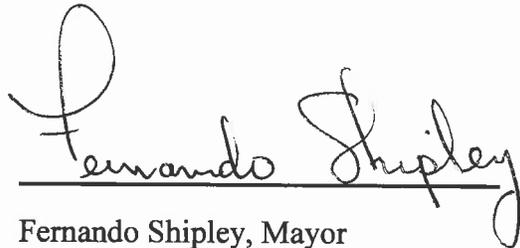
Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Arizona Eastern Copper Spike Train Excursion.

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

GILA COUNTY

CITY OF GLOBE

Michael A. Pastor, Chairman
Gila County Board of Supervisors



Fernando Shipley, Mayor
City of Globe

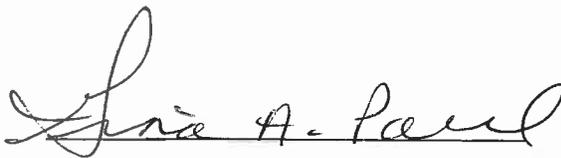
Date: _____

Date: 5/16/11

ATTEST:

ATTEST:

Marian Sheppard, Chief Deputy Clerk



Gina Paul, Clerk City of Globe

APPROVED AS TO FORM:

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Bryan Chambers, Chief Deputy County Attorney



K. Kane Graves, City Attorney