

**TRANSIT AGREEMENT  
GILA COUNTY  
AND  
HORIZON HUMAN SERVICES  
GILA COUNTY SAFE HOME**

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 **HORIZON HUMAN SERVICES**, an Arizona Corporation, hereinafter referred to as "Safe Home".

**RECITALS**

The Gila County Board of Supervisors desire to provide funding to the Safe Home 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, persons with disabilities, 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.
2. The Gila County Board of Supervisors will contribute the sum of \$2,500.00 for the Safe Home Transit Program.
3. The Safe Home agrees to maintain records for the grant period of April 1, 2011 thru September 30, 2011. The report will indicate the number of rides/vouchers that are provided for all participants and related vehicle expenses. The Safe Home shall submit a report, to Gila County Public Works Division and all records shall be public record. The report will be due October 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 Safe Home Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.
5. In operating the Safe Home Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.
6. The Safe Home shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Safe Home Transit Program.
7. The Safe Home 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 Safe Home 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 Safe Home 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**

**GILA COUNTY SAFE HOME**

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

  
\_\_\_\_\_  
Norman E. Mudd, Chief Executive Officer  
Horizon Human Services

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## ADDENDUM TO TRANSIT AGREEMENT

### Anti-Terrorism Warranty

Pursuant to A.R.S. §35-397 the Horizon Human Services Gila County Safe Home 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

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

Any breach of Safe Home'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 Safe Home 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, Safe Home 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.

Safe Home 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 Safe Home

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

**GILA COUNTY**

**SAFE HOME**

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

  
\_\_\_\_\_  
Norman E. Mudd, Chief Executive Officer  
Horizon Human Services

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

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

**ATTEST:**

**APPROVED AS TO FORM:**

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Marian Sheppard,  
Chief Deputy Clerk

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