TRANSIT AGREEMENT
GILA COUNTY
AND
PAYSON SENIOR CENTER

This agreement is made between **GILA COUNTY,** an Arizona Municipal Corporation, hereinafter referred to as "County" and the **PAYSON SENIOR CENTER,** an Arizona Municipal Corporation, hereinafter referred to as "Payson Senior Center".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Payson Senior Center as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Payson Senior Center Transit Program.

SCOPE

It is the intent of the LTAF II legislation to supply 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 $5,000.00 for the **Payson Senior Center Transit Program**.

3. The Payson Senior Center agrees to maintain records for the grant period of December 1, 2011 thru June 30, 2012. The attached report will be due on July 1, 2012, and 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.

   These reports should be mailed to Diana Jones no later than July 5, 2012.

   Diana M. Jones, Management Analyst
   Gila County Finance
   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 Payson Senior Center 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 Payson Senior Center 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 Payson Senior Center Transit Program shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Payson Senior Center Transit Program.

7. The Payson Senior Center 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 Payson Senior Center 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 Payson Senior Center shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. <u>Anti-Terrorism Warranty</u>
   Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor 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.

10. Legal Arizona Workers Act Compliance

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

Any breach of Payson Senior Center'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 Payson Senior Center 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, Payson Senior Center 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.

Payson Senior Center 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 Payson Senior Center.

11. 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

GILA COUNTY

_____
Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date:_____

PAYSON SERINOR CENTER

Barbara Underwood
Barbara Underwood
President of Board of Directors

Date: 12-16-11

ATTEST:

_____
Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

_____
Bryan Chambers
Chief Deputy County Attorney

LTAF TRANSIT
FY 2011 FUNDS

	December 2011	January 2012	February 2012	March 2011	April 2012	May 2012	June 2012
# of Rides Totals:							
# of Riders locations							
County Limits							
Employee Wages							
Misc. Expenses							

Description of expenses: _____

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Report due July 1, 2012