INTERGOVERNMENTAL AGREEMENT

GILA COUNTY
AND
TOWN OF MIAMI
FOR THE
COBRE VALLEY COMMUNITY TRANSIT SYSTEM'S DIAL-A-RIDE PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into effective this 5th day of February, 2013, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "County" and the Town of Miami, an Arizona municipal corporation, hereinafter referred to as "Miami".

RECITALS

WHEREAS, Miami manages and operates the Cobre Valley Community Transit System and the Dial-A-Ride Program for the benefit of residents of County, Miami and Globe;

WHEREAS, The Dial-A-Ride program has been operating below potential due to funding cuts by the State. Due to continued state and federal budget cuts, the Local Area Transportation Funds II (LTAF) funding to County has been discontinued;

WHEREAS, County desires to provide funding to Miami in order to assist with the Cobre Valley Community Transit System Dial-A-Ride program;

WHEREAS, For many years County has entered into an Intergovernmental Agreement with Miami in order to provide a portion of County's state-funded Local Area Transportation Funds II (LTAF) to assist Miami with its funding of the Cobre Valley Community Transit System Dial-A-Ride program;

WHEREAS, Miami has requested one-time Economic Development Grant for funding to help replace the LTAF II funding;

WHEREAS, County has determined that the purpose of this funding request is a public purpose and that expenditure of these funds will assist in the continued services provided by the Cobre Valley Community Transit System Dial-A-Ride program, which provides transportation to local citizens;

WHEREAS, The Economic Development Grant will give Miami additional time to obtain alternative means of funding for this much needed program for the citizens of Miami and County.

SCOPE

It is the intent of County pursuant to A.R.S. §11-254 to provide $25,000 in an Economic Development Grant to Miami to further enhance the economic welfare of the inhabitants of the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and of the mutual benefits to result therefrom, the parties agree as follows:

1. County grants and awards to Miami an Economic Development Grant in the amount of twenty-five thousand dollars ($25,000) (the "Grant") for the benefit of the public to be used as set forth below.

2. Miami shall use the Grant for the Cobre Valley Community Transit System Dial-A-Ride program, to improve service to the public.

3. Miami shall post a statement crediting and acknowledging the County's Economic Development Grant funding at the Cobre Valley Community Transit System Building and include such a statement in all literature advertising the Dial-A-Ride program.

4. Miami shall provide to the County an annual report on the activities of the Cobre Valley Community Transit System's Dial-A-Ride program no later than one (1) year after the passage of this Intergovernmental Agreement. Said report will include the number of rides provided for all participants in the program, and the city, town or county limits in which the participants reside, employee wages, vehicle expenses, number of passengers, and the location of pick up and drop off (city, town or county limits). The detailed report shall be mailed to Jeannie Sgroi, Gila County Finance Department, 1400 E. Ash Street, Globe, AZ 85501. All records shall be public record.

5. The term of this Intergovernmental Agreement shall be from the date of the passage of the Agreement by County and expire one (1) year later.

6. If at any time during the term of this Agreement, or within twenty-four months thereafter, Miami 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 Town shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

7. Miami shall be solely responsible for compliance with all rules and regulations and the adoption and enforcement of required rules and regulations. Miami shall hold the County harmless from 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 operation of the transit program.

8. In conducting the program, Miami, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability. The Miami Town Council shall adopt policies and ordinances intended to comply with this provision and provide copies to the County Administration.

Notices
All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Town of Miami
Attn: Jerry Barnes
500 W. Sullivan Street
Miami, Arizona 85539

Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: Miami shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against 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 operations of the Dial-A-Ride Program.

2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.

3. Cancellation: This Agreement is subject to the cancellation provisions of A.R.S. §38-511.

4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.

5. Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this Agreement to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

6. Scrutinized Business Operations. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the parties each certify that they do not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in A.R.S. §§ 35-391 or 35-393, as applicable. If either party determines that the other party submitted a false certification, the party making such determination may impose remedies as provided by law, including terminating this Agreement.

7. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

8. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or Miami does not appropriate sufficient monies for the purpose of maintaining this Agreement.

IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

Michael A. Pastor, Chairman
Gila County Board of Supervisors

TOWN OF MIAMI

Rosemary Castenada
Mayor

ATTEST

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors

ATTEST

Karen Norris, Town Clerk
Town of Miami

APPROVED AS TO FORM

Bryan B. Chambers,
Deputy Attorney Principal

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall
and Schwab, P.L.C., Town Attorney
By: Phyllis L.N. Smiley