



**SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION
FTA ACCESS & MOBILITY GRANT
PURCHASE AGREEMENT**

This purchase agreement for the sale of transit vouchers is entered into as of **December 15, 2020** by and between SouthEastern Arizona Governments Organization (the "Buyer"), and the City of Bisbee (the "Seller") and is a **twelve (12) month agreement**.

The parties agree as follows:

1. **Sale of Goods:** Pursuant to the terms and conditions of this Agreement, the Seller agrees to deliver possession to the Buyer, and the Buyer shall pay for and accept from the Seller, the "Goods" listed at such prices as agreed by the Parties in this Agreement.
2. **Description of Goods Sold:** The Buyer is purchasing transit vouchers for use on buses operated by the Bisbee Bus transit system. Each voucher will be for a one-way trip.
3. **Quantity of Good Sold:** SEAGO will initially purchase 1,000 vouchers. SEAGO will have the option to purchase up to 10,000 vouchers over the twelve (12) month agreement.
4. **Purchase Price:** As consideration for the sale of the goods, the Buyer shall pay to the Seller the purchase price as identified in the below table:

Cost of Trip	Local Match (25%)	Price per Voucher
\$2.00	\$0.50	\$1.50

5. **Payment Terms:** Unless otherwise stated, payment for the Goods is due within 30 days of the date of the Seller's invoice.
6. **Invoicing:** The City shall invoice SEAGO within 30 days of delivery of the transit vouchers. The invoice shall show the following:
 - Total vouchers delivered.
 - Cost of Trip for all vouchers delivered.
 - Less the 25% match for all vouchers delivered.
 - Reimbursement total (Cost of Trip Less Local Match *times* vouchers delivered).
 - The invoice shall show the provider's name, address, phone number, fax number, and any other necessary information.
7. **Voucher Tracking:** Used vouchers shall not be destroyed or discarded by the City of Bisbee. By the 10th of each month all used vouchers shall be returned to SEAGO for data collection and reporting to the Federal Transit Administration.

Invoices and used vouchers shall be submitted to:

Chris Vertrees
SEAGO Transportation Program Administrator
1403 W. Highway 92
Bisbee, Arizona 85603

8. **Indemnification:** To the fullest extent permitted by law, each party to this AGREEMENT agrees (as indemnitor) to indemnify, defend and hold harmless the other party, its officers, officials, agents, employees or volunteers, (as indemnitee) from and against any and all

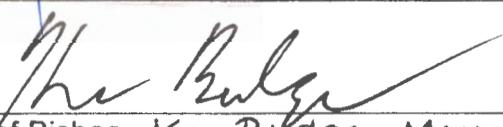


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claims, losses, liability, costs or expenses (including reasonable attorneys' fees) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious or derivative liability to the indemnitee, are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

9. **Non-Discrimination:** To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order 2009-09 which mandates all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the Americans with Disabilities Act, Public Act 101-336, 42 U.S.C. Sections 12101-12213, and all applicable Federal Regulations under the Act, including 28 C.F.R. Parts 35 & 36.
10. **Force Majeure:** The Seller and the Buyer shall not be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure or delay is caused by any reason beyond its control, including any act of God. The Party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of this Agreement as promptly as possible.
11. **Termination:** Either party may terminate this AGREEMENT without cause upon providing thirty (30) days written notice to the other party. If one of the parties chooses to end the Agreement prior to product delivery, the Buyer is responsible for paying for all costs incurred up until that date.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Extension as indicated below:

	
SEAGO - Randy Heiss, Executive Director	Date: 1/19/2021
	
City of Bisbee - Ken Budge, Mayor	Date: 1/12/2021