



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 6/18/2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Tucson Transit Management LLC dba Sun Tran (Headquarters: Tucson, AZ)

***Project Title/Description:**

Sun Tran Bus Passes

***Purpose:**

Award: Master Agreement No. MA-PO-19-210. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$350,000.00 and includes four (4) one year renewal options.

Administering Department: Community Services, Employment and Training

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.050, Sole source procurement, award of Requisition No. 19-160 is recommended to Tucson Transit Management LLC, with which the County has negotiated a satisfactory agreement.

PRCUID: 334766

Attachment: Sun Tran Master Pass Provider Agreement.

***Program Goals/Predicted Outcomes:**

This contract provides low-cost, easily accessible bus transportation and bus passes for purchase for public transit on Tucson city buses.

***Public Benefit:**

Provides reduced rates and easy access for public transportation fare for individuals with transportation needs for employment, education, health/medical and other services increasing the success of the program goals and outcomes.

***Metrics Available to Measure Performance:**

Bus pass logs measuring distribution and tracking sheets listing fare rates (low income vs full fare) and for Community Services Department (CS). Individual employment/training case management information is available in the CS Participant Tracking System

***Retroactive:**

No

Procure Dept 06/11/19 AM 11:50

To CoB: 6-11-19
ver. 1
pgs. 23
Addendum

Contract / Award InformationDocument Type: MA Department Code: PO Contract Number (i.e., 15-123): 19-210Effective Date: 07/1/2019 Termination Date: 06/30/2020 Prior Contract Number (Synergen/CMS): _____☒ Expense Amount: \$ 350,000.00 ☐ Revenue Amount: \$ _____***Funding Source(s) required:** General Fund, Various Federal Grants 75%
Various Grants 13%Funding from General Fund? ☒ Yes ☐ No If Yes \$ _____ % 12Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:*****Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: Maria Julia Canizales, Procurement Officer hi Division Manager: [Signature]Department: Procurement May 2019 Telephone: 724-8167Department Director Signature/Date: [Signature] 6/10/19 (designee)Deputy County Administrator Signature/Date: [Signature] 6/10/19County Administrator Signature/Date: [Signature] 6/11/19

(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 1900000000000000210

MA Version: 1

Page: 1 of 2

Description: Sun Tran Bus Passes

I S S U E R	Pima County Procurement Department	T E R M S	Initiation Date: 07-01-2019				
	130 W. Congress St. 3rd Fl		Expiration Date: 06-30-2020				
	Tucson AZ 85701						
	Issued By: MARIA CANIZALES						
	Phone: 5207248167						
	Email: maria.canizales@pima.gov						
			<table border="1"><tr><td>NTE Amount:</td><td>\$350,000.00</td></tr><tr><td>Used Amount:</td><td>\$0.00</td></tr></table>	NTE Amount:	\$350,000.00	Used Amount:	\$0.00
NTE Amount:	\$350,000.00						
Used Amount:	\$0.00						

V E N D O R	Tucson Transit Management LLC	Contact:	Tisha Bruce
	DBA: Sun Tran	Phone:	520-206-8837
	3920 N Sun Tran Blvd	Email:	tisha.bruce@tucsonaz.gov
	Tucson AZ 85705	Terms:	0.00 %
		Days:	30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	
Modification Reason	
This Master Agreement is for an initial term of one (1) year and includes four (4) one-year renewal options in the annual award amount of \$350,000.00. Attachment: Sun Tran Master Pass Provider Agreement.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



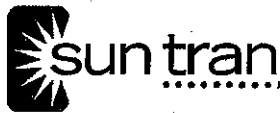
MASTER AGREEMENT DETAILS

Master Agreement No: 1900000000000000210

MA Version: 1

Page: 2 of 2

Line	Description					
1	30 Day - Full Fare Discount 0.0000 %	UOM EA	Unit Price \$48.00	Stock Code	VPN	MPN
2	30 Day - Express Fare Discount 0.0000 %	UOM EA	Unit Price \$64.00	Stock Code	VPN	MPN
3	30 Day - Economy Fare Discount 0.0000 %	UOM EA	Unit Price \$22.50	Stock Code	VPN	MPN
4	1-Day Pass - Without SunGo ID Discount 0.0000 %	UOM EA	Unit Price \$4.00	Stock Code	VPN	MPN
5	1-Day Pass - With SunGo ID Discount 0.0000 %	UOM EA	Unit Price \$2.05	Stock Code	VPN	MPN
6	Administrative Service Fees Discount 0.0000 %	UOM EA	Unit Price \$0.40	Stock Code	VPN	MPN
7	Stored Value-10 Day Discount 0.0000 %	UOM EA	Unit Price \$10.00	Stock Code	VPN	MPN

**CONTRACT**NO. UA-PO-19-210

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

SUN TRAN MASTER PASS PROVIDER AGREEMENT

The Sun Tran Master Pass Provider Agreement ("**Agreement**") is entered into this 1st day of July, 2019 ("**Effective Date**"), by and between Tucson Transit Management LLC, a Texas corporation, ("**Sun Tran**"), of 3920 N. Sun Tran Boulevard, Tucson, AZ 85705 and Pima County Government, a body corporate and political subdivision of the State of Arizona, located at 130 W. Congress Street, 3rd floor, Tucson, AZ 85701 ("**Pima County**"). Sun Tran and Pima County may collectively be referred to herein as the "**Parties**" and each a "**Party**".

Recitals

A. Sun Tran operates programs for non-profit entities and for profit entities that have certain distinct qualification requirements.

B. Sun Tran and Pima County wish to create one agreement that would serve as a master agreement on a going forward basis for Pima County and its various departments which may be referred to herein as "**Pima County Departments**" or "**Departments**" to participate in the two distinct Programs; the General Pass Provider Program and the Non-Profit Pass Program.

D. The General Pass Provider Program allows, among other things, private and public sector employees, schools, governments, universities and other agencies, to assist and benefit employees, clients and others by obtaining SunGO Products in an efficient and convenient manner for transportation services provided by Participating Transit Systems.

E. The Non-Profit Pass Program allows non-profit agencies to assist certain qualified clients in obtaining discounted fares for transportation services provided by Participating Transit Systems.

F. The Parties acknowledge that Pima County does not otherwise qualify for the Non-Profit Pass Program because of its status as a body corporate and political subdivision of the State of Arizona and the use of the term "Non-Profit Pass Program" herein does not imply that Pima County qualifies as a non-profit entity as set forth Section 501(c)(3) of the Code.

H. The use of the term "Non-Profit" in describing the Non-Profit Pass Program that Pima County is participating in pursuant to the terms and conditions of this Agreement is for convenience only.

G. The Parties wish to enter into this Agreement to provide Pima County with the opportunity to participate in the Non-Profit Pass Program and afford Pima Country the same treatment that Sun Tran provides to non-profit entities by allowing Pima County to offer, through

its Departments, SunGO Products to certain individuals who meet low income, age, and disability and other criteria.

I. The Parties also wish to have Pima County participate in the General Pass Provider Program.

J. The Parties desire that this Agreement replace and supersede all prior agreements with respect to the subject matter herein.

Agreement

In consideration of the mutual promises and the terms and conditions set forth herein, Sun Tran and Pima County agree as follows:

I. Definitions

For the purposes of this Agreement, capitalized terms not defined elsewhere herein shall have the following meanings ascribed to below:

"Clients" means those persons who receive SunGO Products through Pima County and its Departments that do not meet the criteria for a Qualified Human Services Client but are otherwise authorized to receive SunGO Products under this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time. All references herein to sections of the Code include any corresponding provision or provisions of succeeding law.

"Economy Passes" means the Economy 30-Day Pass, Economy 30-Day Ticket, Discounted 1- Day Ticket, and Discounted 1-Day Pass. The Economy 30-Day Ticket, the Discounted 1-Day Ticket and the Discounted 1-Day Pass are only available to Qualified Human Services Clients through Qualified Departments.

"General Pass Provider Program" means Sun Tran's program to enable Pima County and its Departments to acquire, process, load stored transit values and distribute SunGO Products to Clients utilizing the Online System or RPASS.

"Non-Profit Pass Program" means Sun Tran's program to enable Pima County's Qualified Departments to acquire, process, load stored transit values and distribute, among other things, Economy Passes to Qualified Human Services Clients utilizing the Online System or RPASS.

"Participating Transit Systems" means Sun Tran, Sun Link Streetcar, Sun Shuttle, Ajo Sun Shuttle, Oro Valley Sun Shuttle DAR, Sun Link, the City of Tucson, the Town of Oro Valley, the Regional Transportation Authority and other contracted providers.

"Programs" mean the Non-Profit Pass Program and the General Pass Provider Program.

"Qualified Human Services Clients" means those persons who are clients of a Qualified Department who qualify to participate in the Non-Profit Pass Program.

"Qualified Departments" means those Pima County Departments which (a) provide human services to Qualified Human Services Clients; (b) which are operated in a fashion that have similarities with the exempt purposes as set forth in Section 501(c)(3) of the Code and, in both cases, are approved by Sun Tran to participate in the Non-Profit Pass Program.

"RPASS" means the retail pass authorization smart system owned by Sun Tran which is a terminal encoding device comprised of a Verifone terminal and card-reading equipment. The RPASS unit allows a Party to add SunGO Products on Clients' and Qualified Human Services Clients' SunGO Cards and SunGO ID & Cards. The RPASS unit can also be used to recharge SunGO Tickets, which is not currently possible using the Online System.

"RPASS Unit" means RPASS, training and operating materials, and all related hardware, software apparatus and documentation owned by Sun Tran necessary to operate RPASS.

"SunGO Card" means the smart card for full fare transit customers, which may be presented for fare payment on a Participating Transit System.

"SunGO ID & Card" means the smart card and identification available for Clients and those Qualified Human Services Clients who have qualified, by virtue of low income, age or disability to acquire Economy Passes with the use of the SunGO ID & Card.

"SunGO Online Payment System" or "Online System" means the Sun Tran web-based system that allows participants to, among other things, manage, acquire, process, load stored transit values and distribute SunGO Products to Clients and Qualified Human Services Clients.

"SunGO Products" are any transit fare payment option offered under the Programs.

"SunGO Products Price List for Qualified Departments" means the price list for SunGO Products Qualified Departments participating in the Non-Profit Pass Program. The prices and products are in effect as of the date hereof attached as Attachment C hereto.

"SunGO Products Price List for the General Pass Provider Program" means the price list for SunGO Products for Pima County and its Departments participating in the General Pass Provider Program. The prices and products are in effect as of the date hereof attached as Attachment D hereto.

"SunGO Tickets" are the limited use smart tickets which may be presented for fare payment on Participating Transit Systems. SunGO Tickets may only be recharged with the pass originally purchased on the ticket for up to ninety (90) days from first use. SunGO Tickets include Discounted 1-Day Ticket, 1-Day Ticket, Economy 30-Day Ticket and 30-Day Ticket. The Discounted 1-Day Ticket and the Economy 30-Day Tickets are only available to Qualified

Human Services Clients through Qualified Departments. SunGO Tickets can be recharged using the RPASS unit, but not with the Online System.

II. Purpose of Agreement and Formalities

The purpose of this Agreement is to establish the respective rights and obligations of each Party to this Agreement in connection with the Programs. The Recitals are hereby incorporated into and made part of this Agreement. The Parties hereby agree to terminate the prior Master Agreement and do such further and other acts and sign such documents necessary to effect such terminations and fulfil any outstanding obligations owing to each other thereunder.

III. Requirements of the Non-Profit Pass Program

A. The Pima County Departments listed in Attachment E hereto are approved by Sun Tran as Qualified Departments as of the date hereof. In order to become a Qualified Department, Pima County shall seek the approval of Sun Tran by requesting an application form from Sun Tran's Assistant Director of Marketing, at the address set out in Section XII. Upon approval and designation of a Qualified Department by Sun Tran, Sun Tran shall provide written notice to Pima County ("**Approval Notice**") and the Qualified Department and update Attachment E to reflect such additional Qualified Department. Only upon the receipt of an Approval Notice shall such Department be deemed to be a Qualified Department in order to participate in the Non-Profit Pass Program.

B. Qualified Departments shall review and approve Qualified Human Services Clients and verify with Sun Tran upon request from time to time that all Qualified Human Services Clients are eligible to participate in the Non-Profit Pass Program and be eligible to receive Program Economy Passes.

C. Except as expressly provided herein, Qualified Departments may only provide Economy Passes to Qualified Human Services Clients and at no cost to Qualified Human Services Clients.

D. Qualified Departments shall comply with all Sun Tran reporting requirements which may be provided to Qualified Departments in writing from time to time relating to the use of the Program Economy Passes. Each Qualified Department shall provide to Sun Tran, on a monthly basis, a distribution log ("**Distribution Log**") relating to the issuance of the Economy 30-Day Ticket in the form attached as Attachment "A" hereto.

E. In the event that Sun Tran determines, acting reasonably, that a Qualified Department has distributed Economy Passes to individuals who do not meet the criteria for Qualified Human Services Clients, in contravention of this Agreement, Sun Tran may, in its sole discretion, upon written notice will provide Pima County with the opportunity to cure the non-compliance. In the event that non-compliance has not been cured within 30 days, Sun Tran may suspend performance of or terminate this Agreement with respect to a particular Qualified Department or Pima County. In the event that Sun Tran suspends performance pursuant hereto, Sun Tran may cease supplying Economy Passes and other SunGO Products offered under the Non-Profit Pass Program to a Qualified Department, or Pima County, as the case may be, and

prohibit a Qualified Department, or Pima County's further use and access to the Online System or the RPASS Unit, as applicable, until final resolution of outstanding issues to Sun Tran's sole satisfaction. Such suspension shall in no way affect Sun Tran's right to terminate this Agreement in accordance with the provisions of Section IX.B and to pursue all other remedies available to Sun Tran at law or in equity.

IV. SunGO Online System

A. Pima County will be provided with one or more Online Accounts for each Qualified Department in the Non-Profit Pass Program and for each Department participating in the General Pass Provider Program. The Online Accounts will be set up upon receiving notification by Sun Tran that it can commence processing and distributing SunGO Products.

B. Qualified Departments shall use the Online Accounts for the sole purpose of managing, acquiring, processing, loading stored transit values and distributing SunGO Products listed in Attachment C to Qualified Human Services Clients.

C. Departments that participate in the General Pass Provider Program shall use the Online Accounts for the sole purpose of managing, acquiring, processing, loading stored transit values and distributing SunGO Products listed in Attachment D to Clients.

D. In the event that access to the Online Account is temporarily disrupted, Pima County may contact Sun Tran to facilitate interim purchases of SunGO Products.

E. Sun Tran will provide Pima County and its Departments with unique user names and passwords to access the Online Accounts. The user name for each account will serve as the primary user name for the Online Account and it will also serve as the account number for all purposes of the Programs.

F. Pima County will select persons within each Department and Qualified Department to be the primary administrator ("Primary Administrator") for each Online Account. The Primary Administrator shall serve as the Department's or Qualified Department's principal contact for that Online Account for the performance and administration of this Agreement. Pima County shall notify Sun Tran within ten (10) days of designating a substitute Primary Administrator.

G. The Primary Administrator may add representatives of Pima County as authorized users for their respective Online Account. Pima County representatives shall be granted such access rights to the Online Account as determined by the Primary Administrator. The Primary Administrator shall supervise and oversee authorized users' passwords, access and use of the Online Account and termination thereof to such rights as appropriate.

H. Pima County shall be solely responsible for the actions of all authorized users of the Online Account.

I. Pima County shall be liable to Sun Tran for errors in connection with loading stored transit values to SunGO Products. Pima County shall notify Sun Tran immediately of any

errors that occurred in processing a transaction. Sun Tran will use reasonable commercial efforts to assist Pima County in the event of Pima County errors but cannot guarantee that it can reverse a processed transaction.

V. SunGO Tickets

A. Qualified Departments may purchase Economy 30-Day Tickets for distribution to Qualified Human Services Clients. Each new ticket includes a \$0.40 ticket fee in addition to the face value of the preloaded stored transit value.

B. Qualified Departments shall only provide 30-Day Economy Passes to Qualified Human Services Clients who have a SunGO ID & Card. Qualified Departments shall advise Qualified Human Services Clients that they are required to present a valid SunGO ID & Card when using an Economy 30-Day Ticket for transit fare.

C. Qualified Departments shall ensure that all Economy Passes are provided to Qualified Human Services Clients at no cost.

D. Qualified Departments purchasing the Economy 30-Day Tickets must complete the Form of Distribution Log in Attachment A. The Distribution Log must be completed each month and submitted to Sun Tran along with invoiced payments for purposes of verification that Economy 30-Day Tickets are only distributed to Qualified Human Services Clients with SunGO ID & Cards.

E. Qualified Departments may purchase Discounted 1-Day Tickets for distribution to both Qualified Human Services Clients and Clients.

F. Departments of Pima County that are not Qualified Departments that participate in the General Pass Provider Program may purchase Full Fare 30-Day and 1-Day Tickets for all Clients. Each new ticket referred to in this Section V includes a \$0.40 ticket fee.

G. If Pima County chooses to lease an RPASS Unit, which requires entry into a separate agreement, there shall be no ticket fee or administrative processing fees referred to in Sections V.A and F herein associated with the recharge of any Ticket.

VI. Pima County Payment Related Obligations

A. Pima County shall be liable to Sun Tran for payment of the full dollar value of all SunGO Products offered under the Programs. For the Non-Profit Pass Program, this includes, but is not limited to, the value of initial or reloaded stored transit values, as applicable, all Program Economy Passes, and ticket fees, as applicable. For the General Pass Provider Program, this includes, but is not limited to, the value of initial or reloaded stored transit values, as applicable, and ticket fees, as applicable. The County's obligation under this agreement will not exceed three hundred and fifty thousand dollars per year (\$350,000). Pricing for goods will be as set forth in Attachments C & D. Payment for goods will be through a Pima County Master Agreement.

B. Sun Tran will establish a credit limit for Pima County which may be reviewed and amended by Sun Tran from time to time. Pima County may request a review for an increase or decrease in the credit limit at any time. Sun Tran will review credit worthiness based primarily upon purchase and payment history of Pima County.

C. Pima County may pay for all orders placed through the Online Account or RPASS with an approved credit or debit card or alternatively request that Sun Tran invoice Pima County for such purchases at the time of Pima County placing an order on the Online System or RPASS.

D. Sun Tran will invoice Pima County on the fifth (5th) business day following the last day of each month during the term of this Agreement and transmit the invoice to Pima County via its preferred method (mail, e-mail, or facsimile). Payment will be due net thirty (30) days of invoice date.

E. Pima County may pay invoice by check or money order or may contact Sun Tran's Accounts Receivable department to pay by credit or debit card. The Online System is not able to accommodate payment of an invoice by a credit or debit card as of the date of this Agreement but Sun Tran will notify Pima County in the event that the capabilities of the Online System are changed.

F. In the event that Pima County submits a dishonored payment to Sun Tran, Pima County shall incur and pay a service charge of \$29.00. A dishonored payment constitutes failure to timely remit proceeds and Sun Tran may require that future payments required under this Agreement be made by cashier's check or other means acceptable to Sun Tran.

G. If Pima County learns that a payment will be delayed for any reason it shall contact Sun Tran's Finance Department at (520) 206-8828, or at such other number as provided to Pima County from time to time in accordance with Section XII hereto.

H. Sun Tran shall not retain any of Pima County's credit or debit card information.

VII. Training

Sun Tran shall provide Pima County with initial training for use of the Online System at either Sun Tran's premises or at a Department's location as agreed to by Sun Tran and the Department. Sun Tran may also provide Pima County with training materials for its intended use in training its staff. Additional training at Sun Tran premises will be on an as-needed basis as determined and performed by Sun Tran or its designee.

VIII. Records and Privacy.

A. Pima County shall only collect the serial numbers from SunGO ID & Cards and other applicable SunGO Products offered under the Programs from Clients and Qualified Human Services Clients when processing requests for loading transit value onto such applicable SunGO Products. Except as expressly contemplated herein, Pima County shall not share or distribute, by any means, Client or Qualified Human Services Client information with third parties unless otherwise required by law.

B. Personal information acquired by Pima County in connection with Clients and Qualified Human Services Clients shall be kept separate and apart from documents and information relating to specific SunGO Products except for that information requested by Sun Tran in accordance with Section III collected solely for the purpose of verifying client eligibility for participation in the Non-Profit Pass Program. Pima County shall be solely responsible for the collection, retention, security, use, dissemination or loss of any personal information. Pima County agrees that its privacy practices are in accordance with state and federal laws. Pima County will at all times comply with applicable laws and regulations in connection with the performance of this Agreement.

C. Each Party shall retain all records related to this Agreement for seven (7) years after creation of the document. This requirement shall survive termination of this Agreement. Such records shall include, but not be limited to, records relating to the processing of transactions on the Online System or RPASS, as applicable, and records of payments provided for herein.

D. Sun Tran reserves the right, at its own cost, to: (1) audit any and all records of Pima County and Qualifying Departments pertaining to their performance of this Agreement; and (2) to conduct during regular business hours with reasonable prior notice an inspection of Pima County's premises, documents and materials in possession or under control of Pima County that relate to this Agreement or the Programs.

E. Unless otherwise agreed, this Agreement, and all other related documents, and all information including Client and Qualified Human Services Client information and proprietary information becoming available or coming into the possession or knowledge of either Party by virtue of this Agreement and all related documents and information shall at all times be treated by the parties as confidential ("**Confidential Information**") and shall not be disclosed or circulated except in connection with the performance by the parties of their obligations under this Agreement or otherwise as required by law.

IX. Duration of Agreement; Termination

A. This Agreement shall commence on the effective date of July 1st2019 and shall continue through June 30th 2020, and shall then automatically renew for successive one (1) year periods thereafter until terminated by either Party in accordance with the terms herein.

B. Termination:

1. Either Party may terminate this Agreement, without cause and for convenience, by giving thirty (30) days prior written notice to the other Party.

Sun Tran may terminate this Agreement immediately by written notice to Pima County if:

a. Pima County becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency or bankruptcy;

b. Pima County, its employees, contractors or agents commit, or attempt to commit, an act which constitutes theft, fraud or any unlawful act in connection with the administration of this Agreement or otherwise commits a material breach of this Agreement.

2. Upon termination of this Agreement, Pima County shall immediately:

a. Return to Sun Tran all documents containing Sun Tran's Confidential Information or copies thereof, which are conceived or generated by Pima County or documents of Sun Tran which come into Pima County's possession during the term of this Agreement;

b. Cease using the Online System and RPASS Unit, as applicable;

c. Cease holding itself out as a participant in either of the Programs or otherwise attempt to participate in the Programs in any matter whatsoever; and

d. Reconcile accounts and pay to Sun Tran all amounts owing under this Agreement.

3. Upon termination, this Agreement shall be of no further force or effect, except for provisions that are to survive termination, and except that each Party shall remain liable for any rights, obligations or liabilities arising from activities carried out by it under this Agreement prior to the effective date of termination.

4. This agreement may also be terminated in accordance with A.R.S. Section 38-511, the pertinent portions of which are incorporated into this Agreement.

X. Limitations

This is not a contract for transportation service and Sun Tran shall have no obligation to Pima County or any other party to provide any particular level, frequency, or routing of transportation service. Each Party shall be excused from performance of any obligations under this Agreement and shall not be liable for damages due to failure to perform resulting directly or indirectly from circumstances beyond its control, including but not limited to, late delivery or nonperformance by vendors of materials or supplies, acts of God, acts of war or civil disturbances, riots, strikes, labor actions, terrorism, accident, fire and water damage.

XI. Collection

Each Party agrees to pay costs, reasonable attorney fees and collection fees incurred by the other Party in collecting funds owed to it by the other Party. If either Party brings any legal action allowed by this Agreement to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

XII. Arbitration

In the event of a dispute regarding any aspect of this Agreement, including any Attachment hereto, the parties hereby agree to resolve the dispute through non-binding arbitration under the appropriate rules of the American Arbitration Association. Either party may initiate arbitration by serving a demand for arbitration ("**Demand**") upon the other party. The parties shall mutually agree upon the appointment of a single neutral arbitrator to conduct the arbitration proceeding. The arbitration proceeding shall be conducted in Pima County, Arizona. The findings and award of the arbitrator shall be governed by applicable Arizona State and federal laws and may be appealed to the Superior Court. The parties shall equally share the cost for conducting the arbitration, including the arbitrator's fees, however, the arbitrator may, in its sole discretion, award the prevailing party in the arbitration reimbursement for its costs, including reasonable attorney's fees and expert witness fees, incurred in the arbitration proceeding.

XIII. Notices

Any notice required for or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (1) by personal delivery when delivered personally, (2) by overnight courier upon written verification of receipt, (3) by certified or registered mail, return receipt requested, upon verification of receipt. All notices must be sent to the following appointed individuals.

If to Pima County: Pima County Government – Procurement Dept. 130 W Congress St., 3'd Floor Tucson, AZ 85701 Attn: Maria Canizales Tel: (520) 724-8167	If to Sun Tran: Tucson Transit Management LLC 3920 N. Sun Tran Boulevard, Inc. Tucson, AZ 85705 Attn: Cindy Glysson Tel: (520) 206-8859
--	---

XIV. Indemnity

Each party (as "Indemnitor" agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') 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/derivative liability to the Indemnitee, are caused by the act; omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

XV. Miscellaneous

A. Responsible Persons. For purposes of notifying responsible persons under this Agreement, the addresses and contacts particulars for responsible persons for each Party participating in a Program shall be as identified on Attachment B hereto. A Party may change its address and contact particulars by written notice to the other Party in accordance with Section XII above. New Departments participating in a Program from time to time will be added to Attachments B and E to this Agreement.

B. Transit Fare Products. This Agreement pertains only to the Programs and does not apply to any other transit fare products that may be offered for sale by Sun Tran.

C. Price Lists. Prices listed in Attachment C and Attachment D are subject to change from time to time. In advance of such change Sun Tran will provide written notice indicating the effective date of such proposed change and a revised Attachment C and/or D ("Price List") to the appropriate Responsible Persons set out in Attachment B. The amended Price List shall be binding on Pima County as of the effective date provided that in all cases Sun Tran shall provide at least thirty (30) days advance written notice prior to the new Price List taking effect.

D. Amendment and Waiver. No modification, amendment or waiver of any provision of this Agreement will be effective unless such modification, amendment or waiver is approved in writing by each Party. The failure of any Party to enforce any of the provisions of this Agreement will in no way be construed as a waiver of such provisions and will not affect the right of such Party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

E. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not

affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Entire Agreement. Except as otherwise expressly set forth herein, this Agreement and the Attachments hereto, which are made part of this Agreement embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

G. Successors and Assigns. This Agreement and all terms, provisions, conditions and covenants hereof shall be binding upon the parties hereto and their respective successors and permitted assigns. Pima County, however, agrees that it will not assign or delegate the duties performed under this Agreement without prior written approval from Sun Tran. Sun Tran may assign this Agreement upon written notice to Pima County.

H. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of the Agreement to physically form one document. Signatures by facsimile, portable document format (.pdf), or electronic signature are as binding and valid as an original signature. A copy of this Agreement shall be deemed as binding and valid as an original.

I. Further Assurances. Each of the parties shall execute and deliver such additional documents, instruments and assurances and take such further actions as may be required to carry out the provisions hereof and give effect to the provisions contemplated hereby.

J. Time of the Essence. Time shall be of the essence in this Agreement.

K. Governing Law. The parties agree that this Agreement and all Attachments hereto or subsequently executed by the parties shall be governed by and interpreted according to the substantive laws of the State of Arizona without regard to its conflict of laws principles. Any action relating to this Agreement shall be brought in a court of the State of Arizona in Pima County.

L. Relationship of the Parties. Nothing in this Agreement shall be construed or interpreted to create a joint venture, partnership, principal-agency or employer-employee relationship between the parties. Each Party shall at all times act and perform its obligations hereunder as an independent contractor.

M. Non-Exclusive Relationship. Nothing contained in this Agreement or any Attachment attached hereto shall create an exclusive relationship between the parties.

N. Agreement Supersedes. This Agreement replaces and supersedes all prior agreements between the parties with respect to the subject matter herein.

O. Arizona Executive Order 2009-09. The Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Agreement, the Parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

P. Cancellation for Conflict of Interest. This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

PIMA COUNTY

CONTRACTOR: Sun Tran

Chairman, Board of Supervisors



Authorized Officer Signature

Date

Steve Spade, General Manager



Date

ATTEST

Clerk of the Board

Date


APPROVED AS TO FORM

Deputy County Attorney

CHRISTOPHER STRAUB

Chris Straub



Date

Office Use Only:

Account Number: _____

Entered by: _____

Date: _____

Attachment A
Form of Distribution Log when distributing the 30-Day Economy Ticket

For Qualified Departments only that participate in the Non-Profit Program

Please complete the Log and return to Sun Tran Finance Department each month at 3920 N. Sun Tran Blvd., Tucson, AZ

#	SunGO ID & Card Serial Number on front of Card	SunGO ID & Card Serial Number on back of Card in lower right corner	30-Day Economy Ticket Serial Number on back of Ticket in lower right corner
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			

Attachment B: Effective May 1, 2019
Contacts – Responsible Persons

Sun Tran: Marketing

Cindy Glysson
Asst. Director Marketing
3920 N Sun Tran Blvd
Tucson, AZ 85705
Office: 520-206-8859
Cindy.Glysson@tucsonaz.gov

Pat Richter
Director of Marketing & Communications
3920 N Sun Tran Blvd
Tucson, AZ 85705
Office: 520-206-8810
Pat.Richter@tucsonaz.gov

Sun Tran: Finance Department

Tod Noble
Smart Card Program Manager
3920 N Sun Tran Blvd
Tucson, AZ 85705
Office: 520-206-8880
FAX: 520.206.8957
Vincent.Noble@tucsonaz.gov

Angelie Hawley
Director of Finance
3920 N Sun Tran Blvd
Tucson, AZ 85705
Office: 520-206-8808
FAX: 520.206.8957
Angelie.Hawley@tucsonaz.gov

Lynne Heyne
Asst. Director of Finance
3920 N Sun Tran Blvd
Tucson, AZ 85705
Office: 520-206-8808
FAX: 520.206.8957
Lynne.Heyne@tucsonaz.gov

Vanessa Acosta
Finance Analyst
3920 N Sun Tran Blvd
Tucson, AZ 85705
Office: 520-206-8828
FAX: 520.206.8957
Vanessa.Acosta@tucsonaz.gov

Qualified Departments

Mark Hamilton
Pima County Adult Detention Complex
1750 E. Benson Highway
Tucson, AZ 85714
(520) 940-5857
Mark.Hamilton@sheriff.pima.gov
Account # T928

Isabel Camarena
Pima County Community Services
2797 E. Ajo Way
Tucson, AZ 85713
(520) 724-6687
[Isabel.Camarena @pima.gov](mailto:Isabel.Camarena@pima.gov)
Account # T048

Yvette Corral

Susan Graham

Pima County Health Department
Program: TB Control Program
2980 E. Ajo Way
Tucson, AZ 85713
(520) 243-8458
Yvette.Corral@pima.gov
Account # T002

Pima County Health Department
Program: STD/HIV Clinic
332 S. Freeway
Tucson, AZ 85745
(520) 791-7676, x203
susan.graham@pima.gov
Account # T099

Departments participating in General Pass Provider Program

Arlene Castaneda
Pima County Human Resources Department
150 W. Congress Street, 5th floor
Tucson, AZ 85701
(520) 724-2737
Arlene.Castaneda@pima.gov
Account # T067

Nancy Nares
Pima County Attorney's Office
(Account Currently Inactive)
32 N Stone Ave
Tucson, AZ 85701
(520) 740-5605
nancy.nares@pcao.pima.gov
Account # T645

Attachment C: Effective January 1, 2018

SunGO Products Price List for Qualified Departments

Full Fare Products

Economy Fare Products

SunGO Card (new blank cards) \$2.00

Period Passes (loaded to SunGO Card):

Period Passes (loaded to SunGO ID & Card):

30-Day Full Fare \$48.00

30-Day Economy \$22.50

30-Day Express \$64.00

30-Day Express (no discount) \$64.00

1-Day Pass \$ 4.00

1-Day Pass (discounted) \$ 2.05

**Value added to card
(up to a maximum of \$100.00):**

**Value added to card
(up to a maximum of \$100.00):**

\$ 5.00

\$ 5.00

\$10.00

\$10.00

\$20.00

\$20.00

\$30.00

\$30.00

\$40.00

\$40.00

\$50.00

\$50.00

SunGO Tickets (new tickets include Ticket Fee)

SunGO Tickets (new tickets include Ticket Fee)

30-Day Full Fare \$48.00 + 0.40 = \$48.40

30-Day Economy \$22.50 + 0.40 = \$22.90

1-Day Full Fare \$4.00 + 0.40 = \$4.40

1-Day Discounted \$ 2.05 + 0.40 = \$2.45

These prices are subject to change. Sun Tran will notify Pima County in the event of a price change and will provide updated SunGO Products Price Lists as necessary.

Attachment D: Effective January 1, 2018

SunGO Products Price List for Non-Qualified Departments Participating in General Pass Provider Program

Full Fare Products

SunGO Card (new blank cards) \$2.00

Economy Fare Products

Period Passes (loaded to SunGO Card):

30-Day Full Fare	\$48.00
30-Day Express	\$64.00
1-Day Pass	\$ 4.00

Period Passes (loaded to SunGO ID & Card):

30-Day Economy	\$22.50
30-Day Express (no discount)	\$64.00

**Value added to SunGO Card
(up to a maximum of \$100.00):**

\$5.00
\$10.00
\$20.00
\$30.00
\$40.00
\$50.00

**Value added to SunGO ID & Card
(up to a maximum of \$100.00):**

\$5.00
\$10.00
\$20.00
\$30.00
\$40.00
\$50.00

**SunGO Tickets
(new tickets include Ticket Fee)**

30-Day Full Fare: \$48.00 + 0.40 \$48.40

1-Day Full Fare \$4.00 + 0.40 \$4.40

**SunGO Tickets
(new tickets include Ticket Fee)**

These prices are subject to change. Sun Tran will notify Pima County in the event of a price change and will provide updated SunGO Products Price Lists as necessary.

Attachment E: Effective April 23, 2018

Qualified Departments

Pima County Adult Detention Complex
Pima County Community Services
Pima County Health Department, TB Control Program
Pima County Health Department, STD/HIV Clinic

Departments Participating in the General Pass Provider Program

Pima County Human Resources Department
Pima County Attorney's Office