

AGREEMENT FOR OLLIE THE TROLLEY

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between Town of Paradise Valley ("TOWN") and Dunn Transportation, Inc. ("Ollie the Trolley"), whose principal place of business is located at 1322 North McClintock Drive, Tempe, AZ 85281.

WHEREAS, TOWN desires to contract with Ollie the Trolley to provide trolley transportation services within and about the Town of Paradise Valley and surrounding areas from December 26, 2015 to March 31, 2016.

WHEREAS, Ollie the Trolley desires to provide such trolley transportation services within and about the Town of Paradise Valley at the times and for the monthly total compensation stated below.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the parties agree as follows:

SECTION I – BASIC SERVICES

Ollie the Trolley shall provide trolley transportation services for the following dates and times, and on the schedule specified below:

Dates and Times of Trolley Service:

Commencing December 26, 2015 to March 31, 2016 from 2 p.m. – 9 p.m. Wednesday through Sunday

Schedule:

Cholla Trailhead (Stop on Invergordon)	10:55am	Every hour until 6:00pm
Sanctuary on Camelback Mountain Resort & Spa	11:00am	Every hour until 8:00pm
Echo Canyon Trailhead (Stop on McDonald)	11:05am	Every hour until 8:05pm
Omni Scottsdale Resort & Spa at Montelucia	11:10am	Every hour until 8:10pm
Camelback Inn A JW Marriott Resort & Spa	11:15am	Every hour until 8:15pm
Cottonwoods Resort	11:23am	Every hour until 8:23pm
Scottsdale Fashion Square*: Arrive at Fashion Square	11:30am	
Depart to Resorts	11:45am	Every hour until 8:45pm

*Transfer point to Downtown & Giants Spring Training Trolleys

Note: No service on January 1, 2016

SECTION II – ADDITIONAL SERVICES

If additional services are requested by TOWN, the Scope of Services within this Agreement may be modified, subject to mutual consent, by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services to be performed, the performance time schedule, and the compensation for such services.

SECTION III – COMPENSATION

Ollie the Trolley will complete the trolley transportation services described above for a total fee of fee not to exceed \$25,200.00, said amount to be billed monthly in the amount of \$8,400.00, with said billing to be sent to:

The Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, AZ 85253
Attn: Town Manager

SECTION IV – INDEMNIFICATION

A. General

Each party hereto agrees to hold harmless the other party hereto from all damages, costs, or expenses in law and equity, including costs of suit resulting from its own negligent acts, errors, omissions or its own willful misconduct.

TOWN hereby acknowledges that Ollie the Trolley has liability insurance for claims arising out of the performance of or failure to perform trolley transportation services, including all risks associated with the provision of such services, and that it will maintain, during the term of this agreement, the insurance coverage required in Section V.

SECTION V – INSURANCE REQUIRED

Ollie the Trolley shall maintain, during the term of this contract, the following insurance:

<u>Coverage</u>	<u>Minimum Limits</u>
<u>General Liability</u> Comprehensive General Liability, Including: Premises and Operations <i>Contractual Liability</i> Personal-Injury Liability Independent Contractors Liability (if applicable)	\$500,000 Combined Single Limit, per occurrence and general aggregate

<u>Automotive Liability</u> Comprehensive Automobile Liability (including, owned, non-owned & hired autos)	\$500,000 Combined Single Limit, per occurrence
<u>Workers' Compensation & Employer's Liability</u> Workers' Compensation Insurance Employer's Liability	Statutory, \$1,000,000

SECTION VI – INDEPENDENT CONTRACTOR STATUS

Ollie the Trolley shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Agreement.

SECTION VII – SUSPENSION OF WORK

TOWN may at any time, with fifteen (15) days written notice, suspend trolley transportation services under this Agreement by Ollie the Trolley. All such suspensions take effect automatically on the fifteenth (15th) day after such notice is provided (the "Suspension Date") and Ollie the Trolley shall be paid, on a pro rata basis, only for those services performed and completed prior to the Suspension Date.

SECTION VIII – TERMINATION

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party of such termination. If this Agreement is terminated as provided herein, Ollie the Trolley will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services covered by this Agreement, less compensation previously paid.

SECTION IX – COMPLIANCE WITH LAW

Each party hereto will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder which, to the best of their knowledge, information and belief, apply to their respective obligations under this Agreement.

SECTION X – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the parties, but it shall not be assigned by either party without written consent of the other party.

SECTION XI – ATTORNEYS FEES

In the event that any judgment is entered in any action upon this Agreement, the party hereto against whom such judgment is rendered agrees to pay the amount equal to the reasonable attorneys fees of the prevailing party in such action and that such amount may be added to and made a part of such judgment.

SECTION XII – MISCELLANEOUS PROVISIONS

This Agreement is subject to the following general provisions:

- A. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall remain in full force and effect.
- B. This Agreement shall be interpreted under the laws of the State of Arizona. The parties agree that the proper jurisdiction and venue for any proceeding arising out of this Agreement shall be in the State of Arizona, County of Maricopa.
- C. This Agreement comprises a final and complete statement of the understandings between the parties and supersedes all other communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.
- D. Any notices given pursuant to this Agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.
- E. This Agreement is subject to the provisions of ARS § 38-511 regarding conflicts of interest. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Town or any of its departments or agencies, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.
- F. **Foreign States.** In accordance with A.R.S. §35-391.06, Ollie the Trolley certifies that it does not have “scrutinized business operations” in Sudan. In accordance with Ariz. Rev. Stat. §35-393.06, Ollie the Trolley hereby certifies that Ollie the Trolley does not have scrutinized business operations in Iran.
- G. **Legal Workers.** If and to the extent A.R.S. §41-4401 is applicable to this Agreement, Ollie the Trolley shall comply with laws regarding workers as follows:

Ollie the Trolley warrants to TOWN that Ollie the Trolley and all its subcontractors will comply with all federal immigration laws and regulations that relate to their employees and that Ollie the Trolley and all its subcontractors now comply with the E-Verify Program under A.R.S. §23- 214(A).

A breach of the foregoing warranty by Ollie the Trolley shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement.

TOWN retains the legal right to inspect the papers of any employee of Ollie the Trolley or any subcontractor who works on this Agreement to ensure that they or the subcontractor is complying with the warranty given above.

TOWN may conduct random verification of Ollie the Trolley and its subcontractors' employment records to ensure compliance with the warranty given above.

Ollie the Trolley shall indemnify, defend and hold TOWN harmless for, from and against all losses and liabilities arising from any and all violations of the warranty given above.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, the day and year first above written.

OLLIE THE TROLLEY

By: Margaret Dunn

Name: Margaret Dunn
Title: President / CEO
Address: 1322 N McClintock Dr.
Tempe, AZ 85281

TOWN OF PARADISE VALLEY

By: _____

Name: Kevin Burke
Title: Town Manager
Address: 6401 East Lincoln Dr.
Paradise Valley, AZ 85253

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew M. Miller, Town Attorney