



Contract Number: CT-PR-14\*10  
Effective Date: 07.01.2013  
Term Date: 07.01.2014  
Cost: \$20,000  
Revenue: \_\_\_\_\_  
Total: \$20,000 NTE: \_\_\_\_\_  
Action: \_\_\_\_\_  
Renewal By: 05.01.2014  
Term: 07.01.2014  
Reviewed by: JS

## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date:

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

*This Intergovernmental Agreement between Pima County and the Arizona Superior Court in Pima County on Behalf of the Juvenile Court Center for Juvenile Work Crew Services provides numerous services to the residents of unincorporated Pima County, including operation and maintenance of public parks and facilities. The Court allows juveniles to satisfy their community restitution requirements by participating in work groups that will perform community services such as cleaning public parks removing graffiti from public areas.*

CONTRACT NUMBER (If applicable):

### **STAFF RECOMMENDATION(S):**

*Staff respectfully recommends the approval of the Intergovernmental Agreement with the Juvenile Court Center.*

CORPORATE HEADQUARTERS: \_\_\_\_\_

TO CHH 8.13  
CoB  
Agenda 9.3.13 (3)  
Addendum

CLERK OF BOARD USE ONLY: BOS MTG. 8/19/13

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: <sup>\$20,000</sup>~~xxx~~ and/or REVENUE TO PIMA COUNTY:

FUNDING SOURCE(S): General Fund  
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
--	--------------------------	-----	-------------------------------------	----

Board of Supervisors District:

1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4	<input type="checkbox"/>	5	<input type="checkbox"/>	All	<input checked="" type="checkbox"/>
---	--------------------------	---	--------------------------	---	--------------------------	---	--------------------------	---	--------------------------	-----	-------------------------------------

IMPACT:

IF APPROVED:

The Court and the County will enter into an agreement under which the Court will provide County with juvenile work crews that will clean up public areas, maintain County parks and facilities and eradicate graffiti for the County.

IF DENIED:

The above agreement will not be ratified and juvenile work crews will not be provided to the County by the Court.

DEPARTMENT NAME: Natural Resources, Parks and Recreation

CONTACT PERSON: Evelyne Thorpe TELEPHONE NO.: 877-6230

This number must appear on all invoices, correspondence and contracts pertaining to this

**4. Scope of Work.** The Court shall provide juvenile work crews to perform graffiti abatement work, trash and litter cleanup, painting, raking, weeding and other community services as needed by County

during the period of this Agreement. The Court shall provide supervision of and transportation for said crews. County shall provide the juvenile workers with paint, painting tools, plastic containers for debris, trash bags and containers, and any other equipment deemed necessary by County for the assigned tasks.

**5. Reimbursement for Services.** County shall pay Court the following fees for the services performed by Court's juvenile work crews:

5.1. For graffiti abatement services provided to the Pima County Department of Transportation ("**PCDOT**"), Court shall submit an invoice to PCDOT identifying the service request number, the date work was completed, the location of the work, the surface type, the total square footage covered, the method or methods used, the start time, end time and total time spent on the work. PCDOT shall pay Court a fixed rate of one hundred seventy five dollars (\$175.00) per day for each work crew performing graffiti abatement services for PCDOT. PCDOT agrees to submit an Inter-departmental Cost Transfer crediting the PCJCC Juvenile Victim Restitution Fund for payment of these charges.

5.2. For public park maintenance services provided to the Pima County Department of Natural Resources, Parks and Recreation ("**NRPR**"), Court shall submit an invoice to NRPR identifying the dates and hours covered by each work request. NRPR shall pay Court a fixed rate of one hundred fifty dollars (\$150.00) per day for each work crew performing any services for NRPR. NRPR agrees to submit an Inter-departmental Cost Transfer crediting the PCJCC Juvenile Victim Restitution Fund for payment of these charges.

5.3. Court does not guarantee to County that a minimum number of work crews or work hours will be provided under this Agreement.

**6. Term; Termination; Extensions.** This Agreement shall be effective as of July 1, 2013, and shall remain in effect for a period of one year from that date unless sooner terminated or extended pursuant to the terms of this Agreement.

6.1. Any party may terminate this Agreement without cause by providing written notice of such termination to the other party at least thirty (30) days prior to the effective date of said termination. The parties shall have responsibility as designated by the Agreement for all costs incurred prior to the date of termination.

6.2. This Agreement may be extended for additional two (2) one-year periods, or any lesser term as may be agreed upon, by formal amendment executed by the parties.

**7. Dispute Resolution.** This Agreement is subject to arbitration to the extent required by A.R.S. § 12-1518, A.R.S. § 12-133 and Rule 3.9, Pima County Superior Court Local Rules

**8. Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of Court or County

**9. No Joint Venture.** This Agreement is not intended, and nothing contained in this Agreement shall be construed, to create any partnership, joint venture or employer-employee relationship between County and Court. No party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of any other party as a result of this Agreement, including (without limitation) any party's obligation to withhold

Social Security and income taxes for itself or its employees.

**10. No Third Party Beneficiaries.** This Agreement shall not create any right to any person or entity as a third party beneficiary.

**11. Compliance with Laws.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court

11.1. Non-Discrimination. Court agrees 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](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, Court 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

11.2. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

**12. Force Majeure.** A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to floods, earthquakes, acts of God, or orders of any regulatory government officer or court (excluding orders promulgated by the parties themselves), which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Any party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

**13. Waiver.** Waiver by any party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**14. Non-Appropriation.** Every payment obligation under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and the parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. Notification by either party shall be given at the earliest possible time of which services will or may be affected by a shortage of funds. This provision shall not be construed so as to permit either party to terminate this Agreement or any service in order to acquire a similar service from another contractor

**15. Indemnification.** 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

**16. Notice of Claims.** Each party shall notify the other in writing within thirty (30) days of the receipt of any claim, demand, suit or judgment against the receiving party for which the receiving party intends to invoke the provisions of Section 15. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Agreement.

**17. Insurance.** Each party to this Agreement acknowledges that the other party is self-insured and warrants that such self insurance fully covers that party's liability under this Agreement

**18. Books and Records.** Each party shall keep and maintain proper and complete books, records and accounts, which shall be open for inspection and audit by duly authorized representatives of the other party at all reasonable times.

**19. Severability.** In the event that any provision of the Agreement or the application thereof is held invalid, such invalidity shall have no effect on other provisions and their application which can be given effect without the invalid provision, or application, and to this extent the provisions of this Agreement are severable.


**20. Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511.

**21. Notification.** Each party designates the following representatives to receive all notices, demands, and invoices and resolve any disputes as needed. All notices, demands, invoices and disputes shall be submitted in writing unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

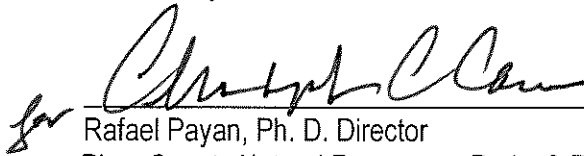
**PIMA COUNTY:**

***For County Transportation:***



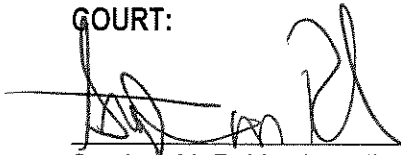
Priscilla Cornelio, Director  
Pima County Department of Transportation  
201 North Stone Avenue, 3<sup>rd</sup> Floor  
Tucson, AZ 85701-1207  
Telephone: (520) 740-6410

***For County Parks:***



Rafael Payan, Ph. D. Director  
Pima County Natural Resources, Parks & Recreation  
3500 West River Road  
Tucson, AZ 85741-3600  
Telephone: (520) 877-6230

**GOURT:**



Stephen M. Rubin, Juvenile Court Administrator/Director of Court Services  
Pima County Juvenile Court Center  
2225 East Ajo Way  
Tucson, AZ 85713-6295  
Telephone: (520) 740-2068

County has caused this Agreement to be executed by the Chairman of its Board of Supervisors and attested to by the Clerk of the Board, and the Court has caused this Agreement to be executed by its Presiding Judge.

**Pima County Board of Supervisors:**

\_\_\_\_\_  
Chairman, Board of Supervisors


\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of Board

\_\_\_\_\_  
Date

**Pima County Superior Court:**

  
\_\_\_\_\_  
Sarah Simmons, Presiding Judge

8/5/13  
\_\_\_\_\_  
Date

**Pima County Juvenile Court Center:**

  
\_\_\_\_\_  
Karen S. Adam, Presiding Judge

7/31/13  
\_\_\_\_\_  
Date


**Intergovernmental Agreement Determination**

The foregoing Agreement between Pima County and the Pima County Juvenile Court has been reviewed pursuant to A.R.S. § 11-952 *et seq.* by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the undersigned.

**Pima County:**

  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney, Civil Division

**Pima County Juvenile Court:**

  
\_\_\_\_\_  
Assistant Attorney General for the Court