

Staff Summary Report



Council Meeting Date: 11/06/08

Agenda Item Number: _____

SUBJECT: Request the renewal of Intergovernmental Agreement for Security Services in the Police Courts Building

DOCUMENT NAME: 20081106mcnr01 **COURT ADMINISTRATION (0501-02)**

COMMENTS: Total expenditures for this agreement shall not exceed \$205,000.00.

PREPARED BY: Nancy Rodriguez, Deputy Court Manager, Tempe Municipal Court EXT. 8582

REVIEWED BY: Judge Louraine Arkfeld, Presiding Judge EXT. 8614

LEGAL REVIEW BY: Clarence Matherson Jr., Assistant City Attorney EXT. 8840

FISCAL NOTE: Sufficient funds have been appropriated for FY09 within the Court's budget.

RECOMMENDATION: Approve the attached intergovernmental agreement.

ADDITIONAL INFO: On November 16, 2006 the Mayor and Council approved an Intergovernmental Agreement between the City of Tempe and Superior Court of Arizona in Maricopa County for the use of security officers in the police/courts building with four additional one year terms ending June 30, 2010. The Attached documentation is for an annual renewal of the Intergovernmental Agreement between the City of Tempe and Superior Court of Arizona in Maricopa County for the use of security officers in the police/courts building ending June 30, 2009.

AMENDMENT TO IGA FOR SECURITY SERVICES

On or about July 1, 2006, the City of Tempe, an Arizona municipal corporation ("City") and the Superior Court of Arizona in Maricopa County which includes Superior Court, Adult Probation, and Juvenile Probation ("Judicial Branch") entered into an intergovernmental agreement for security services ("IGA") (a copy of which is attached).

Pursuant to the IGA, the parties may renew this agreement for up to four (4) additional one-year terms, beginning the first day of July and ending the last day of June, ending June 30, 2010. The City Court shall give written notice of intent to renew at least thirty (30) days prior to the termination date.

The Court has received the intent to renew and the Court agrees to renew the agreement for one additional term: July 1, 2008 until June 30, 2009.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the date and year first set forth above.

"City":

"Judicial Branch"

CITY OF TEMPE, an
Arizona Municipal Corporation

JUDICIAL BRANCH OF ARIZONA IN
MARICOPA COUNTY

Mayor



Hon. Barbara R. Mundell, Presiding Judge
Judicial Branch of Arizona in Maricopa
County

ATTEST:

ATTEST:

City Clerk

In accordance with the requirements of Arizona Revised Statute § 11-952 (D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and (ii) as to the respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Assistant Attorney General



Terry Goddard
Attorney General

Office of the Attorney General
State of Arizona

INTERGOVERNMENTAL AGREEMENT DETERMINATION

KR06-0845

Attorney General Contract No. _____ which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

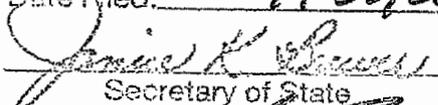
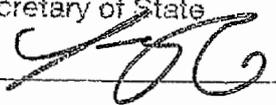
This agreement does not include a reference to Governor's Executive Order #2005-30.

Dated this 16 Day of Aug, 20 06

TERRY GODDARD
The Attorney General



Assistant Attorney General

NO. 28438
Filed with the Secretary of State
Date Filed: 9/20/06

Secretary of State
By: 

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF TEMPE
AND SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY
FOR SECURITY SERVICES

KR06-0845

C2006-284

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into as of July 1, 2006, between the City of Tempe, an Arizona municipal corporation ("City") and the Superior Court of Arizona in Maricopa County which includes Superior Court, Justice Court, Adult Probation, Juvenile Probation, hereafter the Judicial Branch. The City and the Superior Court are sometimes collectively referred to in this Agreement as the "Parties" and each individually as a "Party."

RECITALS

- A. The Judicial Branch provides security officers for use at municipal courts within Maricopa County ("Services").
- B. The City desires to contract with the Judicial Branch to provide Services at the Tempe City Court ("City Court").
- C. The Parties are authorized to enter into this Agreement pursuant to Arizona Revised Statute § 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, the City and Judicial Branch hereby agree as follows:

1. The Judicial Branch will provide to City Court the following number of security officers on the following days of City Court operations: three (3) full time security officers. City Court reserves the right to increase or decrease security officers. The appropriate number of security officers will be assigned, within thirty days, upon request by City Court.
2. During periods of incidental absence for each security officer (vacation, illness, training, etc.), the City Court may require minimum staffing to be maintained and City agrees to pay actual costs of replacement officer(s) at the rate and terms described in Section 5 below.
3. That Judicial Branch will provide the necessary and requisite training of security officers to insure continued certification at requested competency levels.
4. That the City Court will be responsible for site specific training (post orders, equipment training and City Court protocol and procedures), and the City court will have the sole right to exercise supervision and control over the security officers in the performance of their duties, notwithstanding that the security officers are not considered to be City employees, as provided in Section 11, below.
5. That City will pay the Judicial Branch the security officers' salaries plus the cost, if any, of all employee-related expenses (i.e., FICA, Medicare, etc.) for each officer, plus an administrative fee of an additional thirty-seven percent (37%). Upon January 2007, the fee will increase to forty-seven percent (47%),

and there will be an additional increase of eleven and one-half percent to fifty-eight and one-half percent (58.5%) in July 2007. The administrative fee is for reimbursement of processing and scheduling costs of said officers and for other oversight and administrative services provided by the Judicial Branch on behalf of City Court. Judicial Branch shall furnish to City at the close of every two pay periods, if necessary, an itemized statement listing the charges for the security officers. City shall submit payment to the Judicial Branch within fifteen days of the receipt of the Judicial Branch's invoice for each "two pay period" date. Each Party shall establish and maintain its own budget according to its established rules and procedures.

6. That City will reimburse the Judicial Branch for the actual expense of outfitting the security officers in the approved uniform. The amount is not expected to exceed \$250.00/officer annually, and the Parties will confer and reach agreement on payment for any amounts in excess of the expected amounts.

7. That City court will be responsible for recording and verifying hours worked by security officers assigned to the City Court. The City court shall promptly complete such reports for each payroll period as may be required by the Judicial Branch to facilitate payment for the security officers.

8. That Judicial Branch will be responsible for issuing pay vouchers to the security officers and providing the City court such documentation as the City Court might require for their records.

9. That City Court has advanced to the Judicial Branch the sum of \$5,000.00 to cover disbursements for the security services operation. This amount shall be deposited with the Maricopa County Treasurer and will be reimbursed to the City Court at the conclusion of this Agreement, provided that all other costs and expenses have been accounted for. The Judicial Branch shall have the power, in its sole discretion, to draw upon said deposit to pay amounts due under this Agreement.

10. That the City Court has the privilege of accepting and/or declining the services of a particular security officer at that particular post, after written notice is given to the Judicial Branch Security Department.

11. That this Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the Parties shall only be expressly set forth in the Agreement. The Parties agree that no persons supplied by the Judicial Branch in support of the Judicial Branch's obligations under the terms of the contract are considered to be City Court employees, and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Judicial Branch shall have total responsibility for all salaries, wages, bonuses, retirement, withholding, worker's compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall save and hold the City Court harmless with respect thereto. The Judicial Branch personnel rules apply to all security officers supplied under this Agreement. Nothing herein shall be deemed to make any person a third-party of this Agreement.

12. That this Agreement shall commence on July 1, 2006, but shall become effective only after being signed by both Parties and filed with the Secretary of State. Thereafter, the Parties may renew this Agreement for up to four (4) additional one-year terms beginning the first day of July and ending the

last day of June, ending June 30, 2010. The City Court shall give written notice of intent to renew at least thirty (30) days prior to the termination date to the Judicial Branch Court Administrator.

13. That either Party may terminate this Agreement without cause by giving prior written notice of not less than sixty (60) days to the other Party.

14. That this Agreement is subject to the provisions of Arizona Revised Statute § 38-511, as amended.

15. That the Parties will comply with Arizona Revised Statute § 35-214 with respect to retention and production of records for audit for a period of five years after completion of this Agreement.

16. That this Agreement may be amended in writing by mutual agreement of the Parties.

17. The City Court shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The City Court shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

18. The Parties to this Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by Arizona Revised Statute § 12-1518 except as may be required by other applicable statutes or rules. The sole and exclusive remedy in case of a breach by either Party is for the other Party to cancel this Agreement upon notice to the other Party. No Party shall have the right to claim any damages for breach of contract.

19. Every payment obligation of the Judicial Branch 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 this Agreement, this Agreement may be terminated by the Judicial Branch or the City of Tempe at the end of the period for which funds are available. No liability shall accrue to the Judicial Branch or the City of Tempe in the event this provision is exercised, and the Judicial Branch and the City of Tempe shall not be obligated or liable for any future payments or for any damages as a result of termination under this section.

20. This Agreement shall be governed and interpreted by the laws of the State of Arizona, including the rules and regulations known as the Judicial Branch Procurement Code promulgated by the Arizona Supreme Court to govern purchases by the Judicial Branch of the State. Any tangible property acquired under this Agreement shall be and remain the property of the Judicial Branch unless the Parties agree otherwise in writing.

21. Notice. All notices, claims, requests, and demands under this Agreement are to be in writing and served in person or via certified (return receipt requested) United States mail, postage prepaid, addressed as follows:

If to the City: City of Tempe
 140 E. Fifth St.
 Tempe, Arizona 85280
 Attn: Mark Stodola, Court Administrator

If to the Judicial Branch: Judicial Branch of Arizona in
Maricopa County
201 W. Jefferson Street
Phoenix, Arizona 85003
Facsimile: 602-506-4994
Attn: Bill Duffy, Security Director

or at such other address as shall be indicated in writing by each Party. Service by certified mail will be deemed to occur on the postmark date borne by the return receipt. The City and the Judicial Branch shall each have the affirmative duty to notify each other in writing when notice shall be given to a different person or address. No payment required under this Agreement shall be deemed made until actually received by the intended payee.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the date and year first set forth above.

"City"

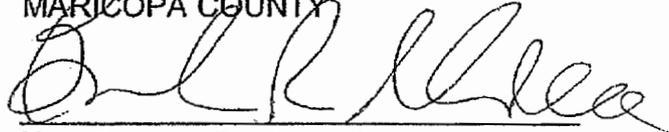
CITY OF TEMPE, an
Arizona Municipal Corporation



Mayor

"Judicial Branch"

JUDICIAL BRANCH OF ARIZONA IN
MARICOPA COUNTY



Hon. Barbara R. Mundell, Presiding Judge
Judicial Branch of Arizona in Maricopa
County

ATTEST:

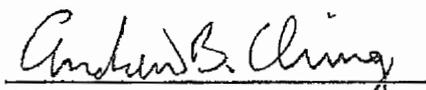


City Clerk (acting)

ATTEST:

In accordance with the requirements of Arizona Revised Statute § 11-952 (D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and (ii) as to the respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

APPROVED AS TO FORM:



City Attorney

APPROVED AS TO FORM:

Assistant Attorney General