



CITY OF SOUTH TUCSON RESOLUTION NO: 12-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SOUTH TUCSON, ARIZONA, APPROVING AND ADOPTING THE INTERGOVERNMENTAL AGREEMENT ["IGA"] BETWEEN THE CITY OF SOUTH TUCSON ("SOUTH TUCSON") AND PIMA COUNTY ("COUNTY") FOR THE PURPOSE OF PROVIDING YOUTH PROGRAMS AND RECREATION ACTIVITIES AT THE JOHN VALENZUELA YOUTH CENTER ("JVYC"), WITH PAYMENT UP TO \$113,000, AUTHORIZING THE MAYOR AND/OR THE CITY MANAGER OF THE CITY OF SOUTH TUCSON TO EXECUTE SAID "AGREEMENT" AND DECLARING AN EMERGENCY TO EXIST

WHEREAS, on or about June of 1987, the South Tucson Mayor and Council entered into a contractual agreement with Pima County for Recreation Programming and Funding Service to provide services to South Tucson Youth; and

WHEREAS, from February 28, 2001 through October 1, 2011, the Parties continued their association pursuant to Resolutions 2001-04; 06-42; 07-35; 08-24; 09-03; 10-23 and 11-45 to continue the services to the youth of South Tucson; and

WHEREAS, the COUNTY has obtained funding from the Pima County Natural Resources, Parks and Recreation ("NRPR") to continue providing aid to the youth engaged in various forms of recreation at the John Valenzuela Center "JVYC".

WHEREAS, the COUNTY is willing to provide funding to the City of South Tucson for said activities, with payment up to \$113,000 for the term of July 1, 2011 to June 30, 2012; and

WHEREAS, the COUNTY approved this IGA on December 6, 2011, in Resolution 2011-183; and

WHEREAS, The City of South Tucson desires to have this item presented to the South Tucson Mayor and City Council at its next regular meeting on January 23, 2012; and

WHEREAS, the Mayor and Council of the City of South Tucson have determined that it is in the best interest of the City and the youth in this community to approve and adopt the "IGA" with the "COUNTY" for the funding cycle of July 1, 2011 to June 30, 2012; and

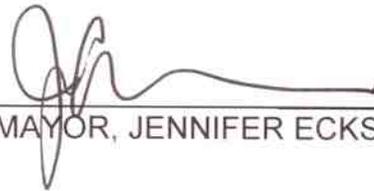
WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City of South Tucson, Arizona, that an emergency be declared to exist to assure continued funding under this Agreement, and that this Resolution be effective immediately upon its passage and adoption.

BE IT RESOLVED by the Mayor and Council of the City of South Tucson, Arizona, that the City hereby formally approves and adopts said "IGA" and empowers the Mayor and/or the City Manager of the City of South Tucson to execute said document.

BE IT FURTHER RESOLVED by the Mayor and Council of the City of South Tucson, Arizona, that, due to an existing emergency declared herein, the immediate effectiveness of this Resolution is necessary to preserve the peace, health, and safety of the City of South Tucson, Arizona, and this Resolution shall therefore be effective upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of South Tucson, Arizona, this 30th day of January, 2012.

APPROVED/EXECUTED



MAYOR, JENNIFER ECKSTROM

ATTEST:

APPROVED AS TO FORM:



City Clerk, Veronica B. Moreno



City Attorney, Hector M. Figueroa, Esq.



PIMA COUNTY COMMUNITY SERVICES,
EMPLOYMENT AND TRAINING DEPARTMENT

ONE STOP CAREER CENTERS
EMPLOYMENT & TRAINING

COMMUNITY ACTION AGENCY
YOUTH DEVELOPMENT SERVICES



January 10, 2012

Re: Agreement with Pima County

Dear Agency:

Enclosed please find 02 originals of the document referenced above. If you are in agreeance with the terms of the agreement, **signature is required by an Authorized Representative.**

Please **return ALL originals** to me by **Tues. June 23rd** for approval by the County to complete the process. Remit to:

Ana Basurto
Pima County Community Services
Kino Service Center
2797 E. Ajo Way, 3rd Floor
Tucson, Arizona 85713

Should you have any questions or need assistance I can be reached at (520) 243-6764 or email: ana.basurto@pima.gov.

Thank you for your continued support of our community.

Sincerely,

Ana Basurto
Contract Specialist

Kino Service Center
One-Stop Career Center
Community Action Agency
2797 E. Ajo Way
Tucson, AZ 85713
(520) 243-6700
Fax (520) 243-6799

Rio Nuevo Center
One-Stop Career Center
340 N. Commerce Park Loop,
Tortolita Building
Tucson, AZ 85745
(520) 798-0500
Fax (520) 798-0599

Jackson Employment Center
300 E. 26th St.
Tucson, AZ 85713
(520) 838-3300
Fax (520) 838-3320

Las Artes Arts and
Education Center
23 W. 27th Street
Tucson, AZ 85713
(520) 243-5050
Fax (520) 243-5051

ADOPTED BY THE PIMA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. 2011 - 183

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE CITY OF SOUTH TUCSON TO PROVIDE YOUTH PROGRAMS AND RECREATION ACTIVITIES AT THE JOHN VALENZUELA YOUTH CENTER "JVYC", WITH PAYMENT UP TO \$113,000.00.

WHEREAS, pursuant to A.R.S. § 11-254.04, Pima County may appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the improvement or enhancement of the economic welfare of County inhabitants; and

WHEREAS, Pima County Community Services, Employment and Training has received funding from the Pima County Natural Resources, Parks and Recreation (NRPR) to support youth programs and recreation activities within Pima County.

WHEREAS, the City of South Tucson provides youth programs and recreation activities at the John Valenzuela Youth Center "JVYC" to enhance the community's economic welfare; and

WHEREAS, Pima County is willing to provide funding to City of South Tucson for said activities with payment up to \$113,000.00 for the term of July 1, 2011 through June 30, 2012; and

NOW, THEREFORE, BE IT RESOLVED THAT the Pima County Board of Supervisors approves an Intergovernmental Agreement between Pima County and the City of South Tucson to provide youth programs and recreation activities, for the term of July 1, 2011 through June 30, 2012 with payment up to \$113,000.00;

BE IT FURTHER RESOLVED THAT the Chair of the Board is authorized to sign the agreement and any documents necessary to its execution.

PASSED AND ADOPTED by the Pima County Board of Supervisors on December 6, 2011.

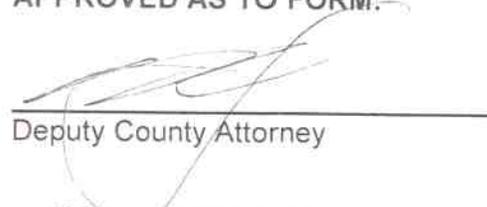
BOARD OF SUPERVISORS:


Chair, Board of Supervisors
DEC 08 2011

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


Deputy County Attorney

MARC NATELSKY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN PIMA COUNTY AND
CITY OF SOUTH TUCSON**

CONTRACT
NO. <u>CT.CS.12000000000000001626</u>
AMENDMENT NO. _____
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>

Project Name: John A. Valenzuela Youth Center ("JVYC")

City: City of South Tucson
1601 S. 6th Avenue
Tucson, Arizona 85713

Purpose: Provide youth programs.

Funding: Pima County General Fund

Agreement Term: July 1, 2011 through June 30, 2012

Agreement Amount: \$113,000.00

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into between the **City of South Tucson**, a municipal corporation, ("**South Tucson**"), and **Pima County**, a political subdivision of the State of Arizona, ("**County**"), for the purpose of entering into a cooperative effort for the provision of youth programs and recreation activities funded by Pima County ("**County**");

Recitals

WHEREAS, in accordance with A.R.S. §§ 11-952 et seq. South Tucson and County are expressly authorized to enter into intergovernmental agreements for the joint exercise of powers; and

WHEREAS, pursuant to A.R.S. § 11-254.04, County may appropriate and spend public monies for and in connection with economic development activities that the respective Boards of Supervisors determines will otherwise improve or enhance the economic welfare of the inhabitants of the County; and

WHEREAS, the City of South Tucson operates the John A. Valenzuela Youth Center ("JVYC"), a recreation facility, to provide year round youth programs and recreation activities to benefit the residents and community of South Tucson; and

WHEREAS, Pima County desires to provide such services for residents of Pima County within South Tucson; and

WHEREAS, County and South Tucson desire to enter into an agreement to provide year round youth programs and recreation activities provided at JVYC in South Tucson.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I – PURPOSE

The purpose of this Intergovernmental Agreement is to set forth the responsibilities of the parties for delivery of youth programs and address legal and administrative matters among the parties.

ARTICLE II – TERM/EXTENSION

- A. The term of this Agreement shall commence on July 1, 2011 and terminate on June 30, 2012. The County, upon mutual consent of the parties and if funding so warrants, shall have the option to renew this Agreement for up to four (4) 12-month periods or any portion thereof.
- B. Any modification or extension of the Agreement termination date shall be by formal written amendment executed by the parties hereto.

ARTICLE III – COMPENSATION

- A. Funding is from Pima County General Fund.
- B. The County agrees to provide funding to South Tucson. Payments to South Tucson for the term of this Agreement shall not exceed \$113,000.00 for each year in two (2) payments of \$56,500.00 due payable November 1st and April 1st of each year.
- C. Request for payment for services under this Agreement shall be:
 - 1. In accordance with this Agreement.
 - 2. Submitted to the County on certified invoices signed by an authorized representative of South Tucson.
 - 3. Submitted to the City of South Tucson at 1601 S. 6th Avenue, South Tucson, Arizona, 85713.
- D. Payment by the County shall occur within thirty (30) days from the date of invoice.

ARTICLE IV – SCOPE OF WORK/SERVICES

- A. All services shall comply with the requirements and specifications as called for in this Agreement.
- B. South Tucson shall:
 - 1. Provide youth programs and offer recreational services at JCYC. Services shall include, but are limited to arts, crafts, indoor activities, fitness, dances and club activities for the youth and the community.
 - 2. Schedule and coordinate events to be provided for youth and the community at JVYC.
 - 3. Gather, maintain and compile information about program performance such as attendance, number of program activities offered, and program evaluations to be submitted as an annual performance report to the County by October 31st of each year.
 - 4. Pay utilities directly to the proper authorities and janitorial services needed by JVYC.
- C. Both South Tucson and County understand that there will be no taxes payable relative to the premises or personal property. South Tucson shall bear the obligation of any taxation.
- D. Upon execution of the Agreement, South Tucson shall provide a detailed line-item budget indicating the proposed uses of funding for the term of allocation of each year.

- E. South Tucson shall submit a detailed expenditure report as an attachment to the annual performance report.
- F. Reconciliation of the payment received with the actual costs incurred shall be completed by November 15th of each year or through a subsequent audit. In the case that payment exceeds expenditures, South Tucson shall refund to the County the excess amount.

ARTICLE V – TERMINATION/SUSPENSION

- A. Termination for Convenience: County reserves the right to terminate this Agreement at any time and without cause by serving upon South Tucson 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to South Tucson shall be payment for services rendered prior to the date of termination.
- B. Insufficient Funds: Notwithstanding paragraph A above, if any state or federal grant monies used to pay for performance under this Agreement are either reduced or withdrawn, County shall have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County shall not be liable to South Tucson for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to South Tucson shall be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- C. Termination for Cause: This Agreement may be terminated at any time without advance notice and without further obligation to the County when South Tucson is found by County to be in default of any provision of this Agreement.
- D. Suspension: County reserves the right to suspend South Tucson's performance and payments under this Agreement immediately upon notice delivered to South Tucson's designated agent in order to investigate South Tucson's activities and compliance with this Agreement. In the event of an investigation by County, South Tucson shall cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, South Tucson will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

ARTICLE VI – INSURANCE

Parties are self insured under the State of Arizona Self Insurance Program. All minimum levels of insurance are met.

ARTICLE VII – DISPOSAL OF PROPERTY

Upon the termination of this Agreement, all property involved shall revert back to the owner. Termination shall not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

ARTICLE VIII – 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.

ARTICLE IX – COMPLIANCE WITH LAWS

Both parties shall comply with all 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 a court of the State of Arizona in Pima County. Any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply, but do not require an amendment.

ARTICLE X – NON-DISCRIMINATION

Both 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 Agreement as if set forth in full herein. During the performance of this Agreement, SOUTH TUCSON 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.

ARTICLE XI – AMERICAN DISABILITY ACT (ADA)

Both Parties shall comply with 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. Each party shall maintain accessibility to the program to the same extent and degree required under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE XII – SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

ARTICLE XIII – CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

ARTICLE XIV – NON-APPROPRIATION

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there is not sufficient appropriated and available money for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County shall have no further obligation to South Tucson, other than for payment for services rendered prior to termination.

ARTICLE XV – LEGAL AUTHORITY

Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

ARTICLE XVI – WORKER'S COMPENSATION

Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

ARTICLE XVII – NO JOINT VENTURE

It is not intended by this Intergovernmental Agreement to, and nothing contained in this Intergovernmental Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any South Tucson employees, or between South Tucson and any County employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

ARTICLE XVIII – NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or effect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

ARTICLE XIX – NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

Pima County:
Arthur Eckstrom
Director
Pima County One Stop
2797 E. Ajo Way
Tucson, AZ 85713

City of South Tucson:
Enrique Serna
South Tucson Manager
City of South Tucson
1601 S. 6th Avenue
Tucson, Arizona 85713

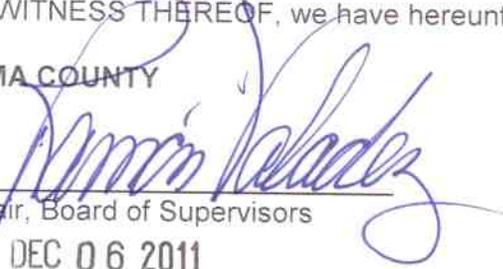
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ARTICLE XX – ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Pima County Recorder or Arizona Secretary of State, as appropriate.

IN WITNESS THEREOF, we have hereunto set our hands the day and year first written above.

PIMA COUNTY

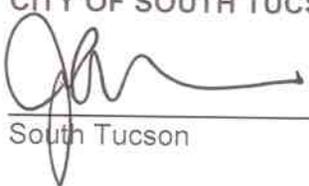


Chair, Board of Supervisors

DEC 06 2011

Date

CITY OF SOUTH TUCSON



South Tucson

ATTEST



Clerk of the Board

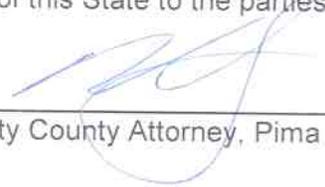
APPROVED AS TO CONTENT



Pima County Community
Services Department

APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952 (D), the attorneys for the parties have determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of this State to the parties.



Deputy County Attorney, Pima County



City Attorney

MARC NATELSKY