

CONTRACT COVER SHEET

For Contract Review - please route Contract through Finance Admin Kelly Gieszler, Ext. # 7844.

A contract number will be assigned when it starts the review process.

NOTE: Contract Numbers will not be issued via email or over the telephone.



*Please fill out this form completely or it will be returned to you prior to review, approval, or filing in LaserFiche.
If a response is not applicable, please use "N/A" - Do Not Leave Any Blanks.*

Date Submitted for Review: 5/3/2017

Type (check one):

Construction ☐

IGA ☒

Easement ☐

Contract ☐

Development Agreement ☐

Lease/Property Acquisition ☐

Change Order/Modification ☐

Amendment ☐

Other ☐ (please specify):

#NA Drop Down

#NA Drop Down

IDENTIFYING INFORMATION: (Please fill in each field)

Requesting Dept., Contact Name, Ext. #:
Public Works - Javier Setovich x7605

Contractor Name, Address, Tel. No.:

City of Litchfield Park

214 W. Wigwam Blvd

Litchfield Park, AZ 85340

Assigned Contract Number: **CON - 17-3960**

Link to: CX-0579-06• RES 06-1049, CX-1667& 1667-
AL• COAC 10-4459, RES 10-1389, CX-16-3645

Brief Summary of the Services to be provided:

IGA for use of Goodyear Justice Facility by the City of Litchfield Park Municipal Court

Terms:

Start: 7/1/17 Expire: 6/30/20

Contract Amount: \$ 32,400 (Revenue)

Council Date: 5/22/17 COAC # 17-6082 N/A ☐

City Clerk's Office Use - Retention Date: _____

REVIEWED AND APPROVED:

<input type="checkbox"/> Procurement: _____	Date: _____	Contracts/Procured Services
<input type="checkbox"/> Legal: _____	Date: _____	All documents
<input type="checkbox"/> City Manager: _____	Date: _____	When required

CONTRACT REVIEW REQUIREMENTS

PROCUREMENT PROCESS – NOTE: IGAs, Easements, Lease/Property Acquisition and Development Agreements do not require Procurement Review. However, they must still be seen by Legal Services. All Contracts must be reviewed and signed off by Procurement or the City Manager & Legal Services prior to going to Council.

Designate what method you used to arrive at this contract and whether the item is budgeted for:

☐ Less than \$5000 ☐ \$5,000 to \$50,000 – 3 written quotes ☒ Cooperative Agreement ☐ On-Call /Task Order
☐ Formal Solicitation, Incl. Solicitation Number: **OP-** _____
☐ Other – please name (e.g., sole source, demo, etc. & attach RAP (Request for Alternate Procurement) approved by Procurement Manager.

Budgeted: ☐ Yes ☐ No Requires Council Action: Yes ☒ No ☐ If yes, Council Date: 5/22/17 **Attach COAC**

Additional Funding Source? ☐ Federal – Identify: _____ ☐ State – Identify: _____

☐ Grant/Other – Identify: _____

*Attach all supporting documentation for funding source.

ADDITIONAL COMMENTS? Revenue only

INSURANCE & BONDS (To be completed by Procurement Specialist)

Insurance Certificate:	<input type="checkbox"/> Attached	_____ Initial	Date: _____
Bid Bond:	<input type="checkbox"/> Attached	_____ Initial	Date: _____
Performance Bond:	<input type="checkbox"/> Attached	_____ Initial	Date: _____
Payment Bond:	<input type="checkbox"/> Attached	_____ Initial	Date: _____

Changes are required to this contract/document as follows: _____

INTERGOVERNMENTAL AGREEMENT

The Parties to this agreement are:

City of Litchfield Park

and

City of Goodyear

for

Joint Use of Goodyear Justice Facility

**INTERGOVERNMENTAL AGREEMENT
CITY OF GOODYEAR and CITY OF LITCHFIELD PARK
JOINT USE OF GOODYEAR JUSTICE FACILITY**

THIS INTERGOVERNMENTAL AGREEMENT, is made and entered into this _____ day of _____, 2017, by and between the City of Goodyear, a municipal corporation organized under the laws of the State of Arizona (“Goodyear”), and the City of Litchfield Park, a municipal corporation organized under the laws of the State of Arizona (“Litchfield Park”) and approved by the Presiding Judge of the Superior Court of Arizona in Maricopa County (“Presiding Judge”).

RECITALS:

WHEREAS, the Goodyear Municipal Court constitutes the judicial branch of municipal government and Goodyear is responsible for providing the Goodyear Municipal Court with necessary space and furnishings for its operation pursuant to A.R.S. 12-130; and,

WHEREAS, Goodyear owns and maintains a facility for municipal court operations; and,

WHEREAS, the Litchfield Park Municipal Court is in need of a facility of sufficient size and security to conduct court operations for approximately one-half day each week; and,

WHEREAS, Goodyear has expressed a willingness to provide Litchfield Park the use of the Goodyear Justice Center; and,

WHEREAS, the joint use of the Goodyear Justice Center will improve services provided to the public, promote efficiency, mitigate the effects of growth, and result in cost savings; and,

WHEREAS, the Goodyear City Council and the Litchfield Park City Council desire to enter into an agreement which would allow the Litchfield Park Municipal Court to use the Goodyear Justice Center for courtroom operations; and,

NOW, THEREFORE, the Parties agree as follows:

- 1. PURPOSE:** The purpose of this intergovernmental agreement is to lease portions of the Goodyear Justice Center associated with courtroom operations to the Litchfield Park Municipal Court for a period of four (4) hours on one day each week for the term of this contract.
- 2. LOCATION:** The Goodyear Justice Center is located at 14455 W. Van Buren Street, B101, Goodyear, AZ 85338.

3. **RENTAL AMOUNTS:** Goodyear agrees to lease agreed upon portions of the Goodyear Justice Center, as listed below in paragraph 4, to Litchfield Park for a monthly rental amount as follows:

Year 1: \$800 per month
Year 2: \$900 per month
Year 3: \$1,000 per month

Should the lease be renewed beyond the third year of the lease the monthly rental amount shall be increased by 3% annually.

Each monthly rental payment is payable on the first day of each month covered by the term of this contract. Payment shall be made by check payable to the City of Goodyear and forwarded to the City of Goodyear Finance Department, PO Box 5100, Goodyear, AZ 85338.

4. **SPACE AND EQUIPMENT PROVIDED:** Goodyear shall provide the Litchfield Park Municipal Court use of, and access to one courtroom, a room for use by prosecution, judicial chambers, restrooms, parking, and common areas for a period of four (4) hours on one day each week for the term of this contract. Goodyear will also provide Litchfield Park with access and use of court recording equipment, a copier, fax machine, and the Arizona Court Automated System.
5. **FACILITY MAINTENANCE AND OPERATIONAL COSTS:** Goodyear will include in its budget the costs for maintaining and operating the Goodyear Justice Center. Goodyear agrees during the term of this agreement to keep areas used by the Litchfield Park Municipal Court in good order and repair, reasonable wear and tear excepted.
6. **STAFF, SUPPLIES, AND COMMODITIES:** Litchfield Park shall provide all staff, supplies, and commodities needed to conduct courtroom operations at the Goodyear Justice Center.
7. **INDEMNIFICATION AND INSURANCE:**
- a. Goodyear agrees to hold harmless Litchfield Park, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from Goodyear's performance pursuant to this agreement. Goodyear shall provide Litchfield Park with current insurance certificates or other evidence of coverage as appropriate. Goodyear agrees to provide insurance upon the Goodyear Municipal Court, located at the Goodyear Justice center, including all necessary coverage to protect against liability arising from negligence, performance, or failure to perform pursuant to this agreement. This indemnification will survive the termination of the agreement.

b. Litchfield Park agrees to hold harmless Goodyear, its officers, employees, and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from Litchfield Park's performance pursuant to this agreement. Litchfield Park agrees to provide insurance upon the Litchfield Park Municipal Court, including all necessary coverage to protect against liability from individuals using the Goodyear Justice Center to conduct business with the Litchfield Park Municipal Court, arising from negligence, performance, or failure to perform pursuant to this agreement. Litchfield Park shall provide Goodyear with current insurance certificates or other evidence of coverage as appropriate. This indemnification will survive the termination of the agreement.

8. TERM, TERMINATION AND BREACH: This agreement shall become effective on July 1, 2017, contingent upon having been approved by the City Councils of Goodyear and Litchfield Park, and shall continue in full force and effect for a period of three (3) years. Litchfield Park shall have the right to terminate this agreement without penalty, by mailing to Goodyear written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the effective date of said termination. Goodyear shall have the right to terminate this agreement without penalty, by mailing to Litchfield Park, written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the effective date of said termination. No agent, employee or other representative of either party is empowered to alter any of the terms of this agreement, unless done in writing and signed by the authorized representative of the respective parties. Any rents due upon termination shall be pro-rated and paid in full at the end of the thirty (30) day notice period. Failure of Litchfield Park to make prompt and timely rental payments shall constitute a breach of this agreement and Goodyear may terminate this agreement as provided by law. This agreement may be modified at any time by mutual agreement to accommodate unforeseen circumstances.

9. RENEWAL: This agreement, as it may be amended, may be extended upon the written agreement of Goodyear and Litchfield Park for up to five (5) additional annual periods. Nothing herein shall in any way be construed to guarantee that Goodyear will subsequently extend the agreement.

10. NOTICE: Notices required under this agreement shall be delivered to:

FOR GOODYEAR:

City of Goodyear
Attn: City Clerk
PO Box 5100
Goodyear, AZ 85338

FOR LITCHFIELD PARK:

City of Litchfield Park
Attn: City Clerk
214 W. Wigwam Boulevard
Litchfield Park, AZ 85340

With a copy to:

City of Goodyear
Attn: City Attorney
PO Box 5100
Goodyear, AZ 85338

11. CONFLICT OF INTEREST:

- a. Pursuant to A.R.S. 38-511, the parties understand and agree that this agreement is subject to cancellation by Litchfield Park or its department or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of Litchfield Park, or its department or agencies, at any time, while the contract or any extension of the contract is in effect, is an employee or agent of any other party to the contract with respect to the subject matter of the contract.
- b. Pursuant to A.R.S. 38-511, the parties understand and agree that this agreement is subject to cancellation by Goodyear or its department or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of Goodyear, or its department or agencies, at any time, while the contract or any extension of the contract is in effect, is an employee or agent of any other party to the contract with respect to the subject matter of the contract.

12. WAIVER: Waiver, or the failure of either party at any time to require performance by the other, of any provision herein, shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of a breach of any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

13. RECORD KEEPING: All books, accounts, reports, files and other records relating to this agreement shall be kept for five (5) years after the termination of this agreement, and shall be subject at all times to inspection and audit by either party. Such records shall be produced within a reasonable time after their request.

14. DISPUTES: Any dispute arising under the agreement shall be subject to arbitration according to A.R.S. 12-1518.

15. APPLICABLE LAW: The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this contract, and any disputes thereunder.

16. ENTIRE AGREEMENT: This agreement and any attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter. It may not be released, discharged, extended, changed or modified, except in writing, approved by the City Council for each of the parties, and signed by a duly authorized representative of each of the parties except as expressly provided in this agreement.

17. INVALIDITY OF PART OF THE AGREEMENT: The parties agree that should any part of this agreement be held to be invalid or void, the remainder of the agreement shall remain in full force and effect and shall be binding upon the parties.

18. AVAILABILITY OF FUNDS: Payments made by the parties pursuant to this agreement are conditioned upon the availability of appropriated funds authorized for expenditure in the manner and for the purposes herein. Notwithstanding any other provision of this Agreement, in the event that either party is unable to obtain funds required by this Agreement, the Agreement shall be terminated upon written notice that funds are not available.

The parties shall not be liable for any purchases and/or contracts entered into by the other party in anticipation of such funding.

19. RATIFICATION: Counsel for Goodyear and Litchfield Park must approve this agreement to be effective and binding upon the parties. In the event either party fails or refuses to approve this agreement, it shall be null and void and of no effect whatsoever.

IN WITNESS WHEREOF, Goodyear has caused this instrument to be executed by the Mayor of its City Council and attested to by its City Clerk on the _____ day of _____ 2017.

IN WITNESS WHEREOF, Litchfield Park has caused this instrument to be executed by the Mayor of its City Council and attested to by its City Clerk on the _____ day of _____ 2017.

APPROVED:
CITY OF Goodyear

By: _____
Georgia Lord
Mayor

ATTEST:

By: _____
Maureen Scott
City Clerk

APPROVED:
CITY OF Litchfield Park

By: _____
Thomas L. Schoaf
Mayor

ATTEST:

By: _____
Terri Roth
Interim City Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION:

This agreement has been reviewed by legal counsel for Goodyear, and it is determined that the agreement is in the proper form and within the powers and authority granted under the laws of the State of Arizona.

Dated: _____

Office of the Goodyear City Attorney

By: _____

This agreement has been reviewed by legal counsel for Litchfield Park, and it is determined that the agreement is in the proper form and within the powers and authority granted under the laws of the State of Arizona.

Dated: _____

Office of the Litchfield Park City Attorney

By: _____