

## COOPERATIVE AGREEMENT

**THIS COOPERATIVE AGREEMENT**, made and entered into the 1st day of May, 2012 by and between the **DIVISION OF PURCHASING AND GENERAL SERVICES SURPLUS**, hereinafter referred to as “**SURPLUS**”, the **THIRD DISTRICT JUVENILE COURT**, hereinafter referred to as the “**COURT**”.

### RECITALS:

**WHEREAS**, the **SURPLUS** at the request of the **COURT** is willing to enter into an agreement to provide meaningful work experiences for youth offenders and to accomplish other worthwhile public purposes in conjunction with the Court’s youth offenders restitution program; and

**WHEREAS**, the **COURT**, is willing to help provide an opportunity for court ordered youth offenders to earn court ordered restitution; and

**WHEREAS**, the **SURPLUS**, is willing to provide a meaningful opportunity to the court ordered youth offender to work in the public’s interest as a service to the public.

**THIS AGREEMENT** is made to set out terms and conditions where said work shall be performed.

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

#### **THE SURPLUS SHALL:**

1. Approve a safe work site location for court ordered youth offenders to perform restitution/community service hours.
2. Provide approved tools, supplies and equipment required to perform work projects as directed by SURPLUS and agreed to by the COURT.
3. Agree that liability coverage shall be extended as provided by the State of Utah and that all losses resulting from the sole negligence of either party shall be charged to its own.
4. Insure that officer, agents and employees shall not assist in aiding or abetting any violation of State laws, rules, regulations and policies.
5. SURPLUS shall direct the COURT regarding work orders by notifying the program by email, telephone or in person. Services shall be performed as directed by SURPLUS in the notice and shall be commenced within one week of such notice. No work will be performed on holidays, as defined by SURPLUS, that fall within work week (Monday through Friday).
6. Approve or correct youth’s time worked when billing is submitted by the COURT on a quarter basis.

7. Assist in deferring certain of the program costs. SURPLUS agrees to pay to the COURT the amount of four dollars (\$4.00) per hour per youth offender for work services. The COURT shall not be entitled to any reimbursement of expenses for work services beyond that set forth herein. It is specifically understood that such payment for services will be used to pay supervision and restitution and no amount of such payment will be paid to any youth offender. The maximum yearly cost to SURPLUS shall be **\$7500.00**.
8. SURPLUS shall remit the amount due as described above on a quarterly basis.

**THE COURT SHALL:**

1. Provide a work crew supervisor to oversee youth offenders on all work projects.
2. The COURT will not exceed the supervision ratio of one supervisor for every eight youth. If more than eight youth are assigned to the work project, more than one supervisor must be present.
3. Provide overall management of the Juvenile Restitution program in conjunction with the job assignments outlined by SURPLUS.
4. Secure and maintain any insurance required by the State of Utah.
5. Agree that the COURT shall carry "Workers' Compensation Insurance" coverage as required for the youth offender and applicable staff members.
6. Provide day to day supervision of the work crew supervisors and youth offenders.
7. Assure the youth offenders are properly dressed which include safety reflector vests and clothing appropriate to minimize exposure to the elements and equipment.
8. Have the right to delay or refuse work assignments if any supervisor believes that there is any safety risk to the staff or the youth.
9. The COURT shall submit invoices for payment on a quarterly basis.

**Indemnity:** The COURT and SURPLUS are governmental entities under the "Utah Governmental Immunity Act" (Utah Code 63G – 7- 201, continued) neither party waives any defenses otherwise available under the Immunity Act nor does any party waive any limits of liability currently provided by the immunity Act. Each party shall defend, indemnify, save and hold harmless the other, including its elected and appointed officers and employees from and against any/all demands, liabilities, claims, damages, actions, or proceedings, in law or equity, including reasonable attorneys fees and cost of suit, relating to or arising from the party's negligent performance of obligations under this agreement.

**Term:** This Agreement shall be effective at 12:01 am on the date hereof, and unless renewed or sooner terminated as provided for herein, shall terminate at 11:59 pm on April 30, 2013.

**Termination:** Either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) day prior written notice to the other party.

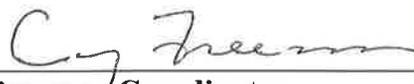
Contact Persons:

SURPLUS     Dan Martinez 801 619-7219  
COURT        Cary Freeman 801-238-5402 or 801-381-2586

**IN WITNESS WHEREFORE**, the parties hereto caused these presents to be executed by its duly authorized officers as of the day and year above written.

**THIRD DISTRICT JUVENILE COURT**

  
\_\_\_\_\_  
Court Executive

  
\_\_\_\_\_  
Program Coordinator

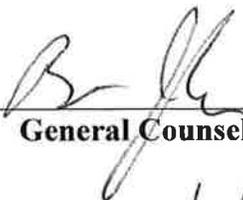
**DIVISION OF PURCHASING AND GENERAL SERVICES SURPLUS**

 2/28/2012  
\_\_\_\_\_  
Director

 2/28/2012  
\_\_\_\_\_  
Administrator

**APPROVED IN ACCORDANCE WITH UTAH CODE: (11-13-202)**

**ATTORNEY FOR THIRD DISTRICT  
JUVENILE COURT**

By:   
\_\_\_\_\_  
General Counsel

Date Signed: 3/5/12