

OCT 15 2002
Agenda Item # 24

INTERGOVERNMENTAL AGREEMENT

by and between

City of Flagstaff and Coconino County

regarding the

COUNTY WIDE INFORMATION SYSTEM SPECIALIST

THIS INTERGOVERNMENTAL AGREEMENT, dated this 6th day of Nov, 2002, by and between CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona (hereinafter "CITY"), and COCONINO COUNTY, a political subdivision of the State of Arizona (hereinafter "COUNTY"), witnesses as follows:

RECITALS: ...

WHEREAS, Section 11-952 of the Arizona Revised Statutes authorizes the various political subdivisions of the State to enter into agreements providing for the joint exercise of their respective governmental powers for the public benefit; and

WHEREAS, CITY staffs and operates a limited jurisdiction, non-record Court, to wit: The Flagstaff Municipal Court (hereinafter "Municipal Court"); and

WHEREAS, COUNTY staffs and operates limited jurisdiction, non-record Courts, to wit: The Justice of the Peace Courts, one precinct of which is located within the corporate limits of CITY (hereinafter "Justice Courts"); and

WHEREAS, COUNTY staffs and operates a general jurisdiction, Court of record, to wit: The Coconino County Superior Court, which is located within the corporate limits of CITY (hereinafter "Superior Court"); and

WHEREAS, Arizona State Constitution at Art. VI § 1 dictates all judicial power be vested in an integrated judicial department, and at Art. VI § 3 that the Supreme Court shall have administrative supervision over all courts of the State, and that Administrative Order 93-30 IIIA stipulates that the Presiding Judge of the County shall exercise administrative supervision over all the courts in the county, including Justice and Municipal Courts, and that Administrative Order 94-37 mandates a single, county-wide automation solution for all the courts; and

WHEREAS, the Municipal Court, Justice Courts and the Superior Court (hereinafter collectively the "Courts") share commonalities in practice and procedure in many areas including automation, court rules, court procedures, appellate procedure, case management, collections, probation, and other business and judicial practices; and

WHEREAS, the CITY and the COUNTY have entered into a previous Intergovernmental Agreement to provide for the consolidated administration of Courts within the County; and

WHEREAS, it is the intent and desire of the parties hereto to provide for uniform and consistent automation system services in the Courts to the greatest extent possible under the laws of the State of Arizona.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth, the parties agree as follows:

1. TERM.

A. The initial term of the Agreement shall be from the date hereof, until terminated by either party hereto pursuant to the provisions hereof.

B. In recognition of and deference to the budgeting needs and obligations of the parties hereto, any party wishing to terminate the provisions of this Agreement shall provide written notice to the other not later than the first day of February of the calendar year in which such termination shall take effect. No such termination shall take effect until the first day of July following the provision of such notice.

2. UNIFIED IMPLEMENTATION OF AUTOMATION SYSTEM SUPPORT.

A. CITY shall provide an Information Systems Specialist (hereinafter "IS Specialist") for the Courts within the COUNTY who will provide senior technical work associated with the Courts microcomputer and network infrastructure, support for other equipment, including audio and video systems and other related equipment, and provide training and installation for the Courts in various locations throughout the COUNTY. The IS Specialist will provide orientation for all employees in the basic desktop automation tools and provide for the day-to-day PC computer hardware, software and networking support issues at the Superior Court, Clerk of Superior Court, Justice Courts and Municipal Courts.

B. CITY shall provide facilities space for the IS Specialist and work with the Courts in providing automation equipment and other resources as necessary to fulfill the requirements of the position. The IS Specialist will be a regular employee of the Flagstaff Municipal Court, the CITY shall retain this individual as an employee of the CITY pursuant to all applicable employment requirements of the CITY. Direct supervisory responsibility for the IS Specialist will belong to the Deputy Court Administrator - Municipal Court.

C. The County Court Administrative Team (made up the Deputy Court Administrator - Municipal Court, Deputy Court Administrator - Justice Courts and the County Court Administrator) shall supervise the operations associated with the IS Specialist and maintain a schedule of automation system services made available to the Courts within the County.

D. This Agreement authorizes the Courts to work together in developing cooperative efforts in implementation and support of automated, communication and computer systems in the Courts and to coordinate activities, procedures, policies, schedules, personnel, and other matters to effectively bring about this end.

3. FUNDING.

A. Although a CITY position the IS Specialist is to be partially funded by the CITY and partially funded by the COUNTY as delineated below. Percentages of funding will not be changed unless agreed to in writing by the parties to this Agreement.

B. The CITY and COUNTY may provide funding for this position through the implementation of local fees approved by their respective governing bodies. These fees may be designated specifically for the IS Specialist or for general information system and automation support or for general use in the furthering of the administration of justice or towards the general fund. Any other funding other than from the CITY or COUNTY including, but not limited to, state grants, Judicial Collection Enforcement Funds (JCEF) or any other funding for the IS Specialist shall be applied as a reduction of equal amounts to the percentages of both the CITY and the COUNTY regardless whether the funds are received by either the CITY or the COUNTY.

C. The CITY is to provide partial funding in the amount of 50% of total salary and Employee Related Expenses (ERE) for the IS Specialist position, unless proportionately reduced as delineated above. This percentage will remain the same should the CITY modify its salary structure, provide for salary increases or decreases for any reason or provide merit, overtime, incentive or any other type of compensation or benefit. Should COUNTY funding not be available for any reason then the CITY will not be responsible to continue the position or fund the position.

D. The COUNTY is to provide partial funding in the amount of 50% of total salary and ERE for the IS Specialist position, unless proportionately reduced as delineated above. This percentage will remain the same even though the CITY may modify its salary structure, provide for salary increases or decreases for any reason or provide merit, overtime, incentive or any other type of compensation or benefit. Should CITY funding not be available or if the CITY eliminates the position for any reason then the COUNTY will not be responsible to continue funding the position.

4. THE COURTS TO RETAIN SEPARATE IDENTITIES.

Notwithstanding the provision of the Agreement, each of the Courts shall, at all times, retain its separate, legal identity. The personnel of each court shall remain under the supervisory control and respective responsibilities of each personnel system as structured and maintained in each Court.

5. FUTURE CONSIDERATIONS.

This Agreement shall not limit future considerations of cooperation and consolidation of Courts between the CITY and COUNTY in regard to shared facilities, unified personnel systems, traffic school contracts or any other aspect of administration or Court operations.

6. APPROVAL OF PRESIDING JUDGE REQUIRED.

Notwithstanding any of the provisions of this Agreement, it shall be of no force and effect until and unless approved by the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Coconino.

7. AMENDMENTS; INTEGRATION.

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof. All amendments or modifications of the Agreement shall be in writing and approved by the Coconino County Board of Supervisors, the Flagstaff City Council, legal counsel for both such Board and City Council and the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Coconino.

8. DISPUTE RESOLUTION.


If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under A.R.S. § 12-1518, litigation or some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212)949-6490, www.cpradr.org, with the exception of the mediator selected provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiations or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

9. STATUTORY REQUIREMENT OF CANCELLATION FOR CONFLICT OF INTEREST.


This Agreement may be cancelled for conflict of interest in accordance with the requirements of Section 38-511 of the Arizona Revised Statutes.

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the day and date first above written.

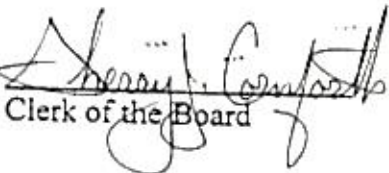
ATTEST:


City Clerk

City of Flagstaff


For Joseph C. Donaldson, Mayor

ATTEST:

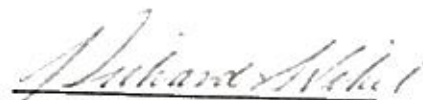

Deputy Clerk of the Board

Coconino County

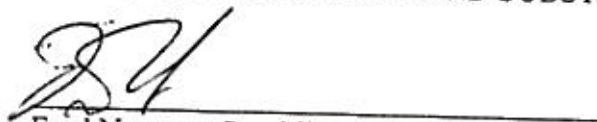

Chair
Board of Supervisors

APPROVED AS TO FORM:


City Attorney


County Attorney, Deputy

APPROVED AS TO FORM AND SUBSTANCE:


Fred Newton, Presiding Judge
Coconino County Superior Court

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and City Council
From: Donald Jacobson, 774-1401 x112
Flagstaff Municipal Court
Date: October 1, 2002
Meeting Date: October 15, 2002

TITLE: CONSIDERATION OF RESOLUTION NO. 2002-70: A resolution authorizing an intergovernmental agreement between the City of Flagstaff and Coconino County regarding the County Wide Information System Specialist.

RECOMMENDED ACTION:

Read Resolution No. 2002-70 by title only.
Adopt Resolution No. 2002-70.

ACTION SUMMARY:

Approve the resolution authorizing the intergovernmental agreement between the City of Flagstaff and Coconino County for the hiring and payment of a county wide information system specialists for all the courts within Coconino County.

DISCUSSION:**Background/History:**

The superior, justice and municipal courts within Coconino County all share a common computer platform, network and software. The automated system was developed by and provided through the Arizona Court Automation Project which is a state-wide project for courts at all levels. The need to maintain the operations and infrastructure of this system has grown as the number of users and complexity of the system has grown throughout the county. This past year the City Council, in their 2002-2003 budget approved the hiring of an information specialist that would not only work with the Flagstaff Municipal Court, but also work with the other courts within the county to provide support for this large and complicated computer system used by the courts. This position is to be funded partially by the county and partially by the city through fees collected at the court.

Key Considerations:

The approval of the IGA and the hiring of the Information System Specialist will provide for automated system support in a timely and efficient manner. The nearest current support is located in Phoenix which often results in a delay of days, weeks or even months to have an issue addressed.

This results in decreased efficiency and sometimes significant delay in the processing of cases. The addition of this position will leverage the combined resources of municipal, justice and superior courts to allow a more effective approach to handling computer problems and expanding programs at a local level. Not only will support of the current system be provided, but additional efforts in areas such as the Criminal Justice Integration Project, electronic document storage, calendar automation and automated case file tracking will be able to move forward. These projects will help significantly the future efficiency of court operations.

Community Benefits and Considerations:

This position, combined with the county-wide training specialist and working with state automation personnel, will give a significant edge to the courts ability to provide fast and efficient service to the community. This is done with a benefit not only to the Flagstaff community, but through the combined efforts of all the courts to the broader community as well.

Community Involvement:

N/A

Financial Implications:

There is no general fund impact with the approval of the IGA or in the hiring of this position. The City portion of the funding will be provided through the Local Time Payment fee collected by the municipal court. The County portion will be funded through fees collected at the justice and superior courts. This position was approved in the FY 03 budget and will be paid through account 001-6501-570-1001.

Options and Alternatives:

Not approving the resolution for the IGA will mean that the City of Flagstaff would have to consider the entire costs of hiring the Information System Specialist. If the position is not hired we would need to continue with our current long distance support and reduce future expectations.

Attachments/Exhibits:

N/A


Department Head

INITIALS	RESPONSIBILITY	DATE	INITIALS	RESPONSIBILITY	DATE
_____	BIDS/PURCHASES	_____	_____	FINANCE/BUDGET	_____
_____	GRANTS/CONTRACTS	_____	_____	IGAS	_____
_____	LEGAL	_____	_____	_____	_____

DATE OF COUNCIL APPROVAL: 10-15-03 9:00 P

CERTIFICATION

I, MARGIE BROWN, Deputy City Clerk of the City of Flagstaff, Arizona, do hereby certify that the attached is a full, true, and correct copy of Resolution No. 2002-70 adopted by the Flagstaff City Council at their Meeting held October 15, 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official Seal of the City of Flagstaff, this 17th day of October, 2002.


DEPUTY CITY CLERK

(SEAL)

RESOLUTION NO. 2002-70

A RESOLUTION AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND COCONINO COUNTY FOR THE FUNDING OF THE COURT INFORMATION SYSTEM SPECIALIST.

WHEREAS, Section 11-952 of the Arizona Revised Statutes authorizes the various political subdivisions of the State to enter into agreements providing for the joint exercise of their respective governmental powers for the public benefit; and

WHEREAS, CITY staffs and operates a limited jurisdiction, non-record Court, to wit: The Flagstaff Municipal Court (hereinafter "Municipal Court"); and

WHEREAS, COUNTY staffs and operates limited jurisdiction, non-record Courts, to wit: The Justice of the Peace Courts, one precinct of which is located within the corporate limits of CITY (hereinafter "Flagstaff Justice Court"); and

WHEREAS, COUNTY staffs and operates a general jurisdiction, Court of record, to wit: The Coconino County Superior Court, which is located within the corporate limits of CITY (hereinafter "Superior Court"); and

WHEREAS, Arizona State Constitution at Art. VI § 1 dictates all judicial power be vested in an integrated judicial department, and at Art. VI §3 that the Supreme Court shall have administrative supervision over all courts of the State, and that Administrative Order 93-30 IIIA stipulates that the Presiding Judge of the County shall exercise administrative supervision over all the courts in the county, including Justice and Municipal Courts, and that Administrative Order 94-37 mandates a uniform automation system for all the courts; and

WHEREAS, the Flagstaff Municipal, Flagstaff Justice and the Superior Court share commonalities in practice and procedure in many areas including automation systems, networks, communication systems and other business and judicial practices; and

WHEREAS, the CITY and the COUNTY have entered into a previous Intergovernmental Agreement to provide for the consolidated administration of Courts within the County; and

WHEREAS, it is the intent and desire of the parties hereto to provide for uniform and consistent automation system services in the Flagstaff Municipal Court, Justice Courts and the Superior Court (hereinafter collectively "the Courts") to the greatest extent possible under the laws of the State of Arizona.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: Authorize the Mayor to sign an intergovernmental agreement between the CITY and COUNTY for the establishment and funding of the information system specialist position.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 15th day of October 2002.




MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY