

**Intergovernmental Agreement Between
the City of Goodyear, Arizona and the Town of Guadalupe, Arizona
for Judicial Services
(Amended July 2023)**

This intergovernmental agreement ('IGA') is made and entered into this 16 day of October, 2023, by and between the City of Goodyear, and Arizona municipal corporation, ("Goodyear") and the Town of Guadalupe, an Arizona municipal corporation, ("Guadalupe") for the purpose of providing municipal court services to Guadalupe, pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-952 and 22-401 et seq., and the general powers and authority granted to them by the laws and Constitution of the State of Arizona. Goodyear and Guadalupe may be referred to in this IGA each individual as a "party" and collectively as the "parties."

The Presiding Judge of the Superior Court of Arizona in Maricopa County is required to approve this agreement in accordance with A.R.S § 11-952J.

RECITALS

WHEREAS, Tempe and Guadalupe entered into an IGA dated May 27, 2020, to provide judicial and prosecutorial services for all cases filed after July 1, 2020 and for all protective order cases filed on, before or after July 1, 2020 (see Exhibit "A");

WHEREAS, Goodyear is a Charter City, and operates as a municipal court pursuant to the provisions of A.R.S. §22-401 et seq. and the Goodyear City Code, Chapter 6; and

WHEREAS, Guadalupe is a general law municipality and is in the process of closing the Guadalupe Town Court due to budgetary issues. Guadalupe through its Municipal Court wishes, to avail itself of the services of the City of Goodyear Municipal Court to provide judicial and administrative functions of the municipal court, including jurisdiction of all cases filed prior to July 1, 2020 arising under the ordinances of Guadalupe as provided by A.R.S. §22-402(C) as described below; and

WHEREAS, Goodyear and Guadalupe are both located in the same county, Maricopa County; and

WHEREAS, this IGA is subject to the review and approval of the Presiding Judge of Superior Court in Maricopa County, Arizona; and

WHEREAS, Goodyear and Guadalupe are authorized to enter into this IGA by the provisions of A.R.S. §§ 11-951 et seq. and 22-402(C).

NOW, THEREFORE, in consideration of the mutual assurances and agreements contained herein, the Parties agree as follows:

1. AGREEMENTS

1.1 Designation.

- A. Guadalupe hereby designates the Goodyear Municipal Judges and Commissioners and the Goodyear Municipal Court as the court of jurisdiction for all cases filed in Guadalupe prior to

- July 1, 2020 except protective orders, (hereafter "Court Services"). The Goodyear Municipal Court shall operate and function as the Goodyear Municipal Court except as set forth herein.
- B. The Goodyear Municipal Court will take jurisdiction of Guadalupe matters commencing September 1, 2020 and the designation of the Town of Guadalupe Municipal Court to the Goodyear Municipal Court, including all administrative functions, shall be complete no later than October 1, 2020.
- 1.2 Use and Maintenance of Goodyear Municipal Court.** During the term of this IGA, Goodyear agrees to operate the Goodyear Municipal Court located at 14455 West Van Buren Street, Suite B101, Goodyear, Arizona 85338. Goodyear will maintain an operating budget consistent with current practices and in accordance with acceptable accounting procedures.
- 1.3 Citations, Pleadings, and Revenues**
- A. Goodyear shall provide judicial services as necessary to provide Court Services. All court revenues, including but not limited to fines, fees, assessments, Judicial Collection Enhancement Fund ("JCEF"), Fill the Gap funds and court grants shall all be paid directly to Goodyear by the end user and retained and used by Goodyear for the services provided for the cases described within this IGA that have not previously been paid to Guadalupe Municipal Court or Guadalupe Town Court. Any judges or staff hired to perform Court Services shall be selected, appointed and paid by Goodyear and are employees or subcontractors of Goodyear. Guadalupe does not believe any of the cases being sent to Goodyear will need prosecutorial or defense services as all cases are closed cases only subject to payment plans, collections, and/or victim restitution but in the unlikely event, services are needed, Guadalupe shall provide for Prosecutorial position for all matters related to ARS 13-911, as the Goodyear City Prosecutor's Office cannot reasonably respond to matters related to Petitions to Seal for matters that previously existed (either purged or under retention) in the Guadalupe Municipal Court.
- B. For the renewal term, Guadalupe shall arrange remittance to Goodyear \$20,240 for use in accordance with statute for any court related services needed in the processing of Guadalupe cases and administration of justice as records retention, audits pursuant to minimum accounting standards as scheduled and public records requests.
- 1.4 Insurance and Indemnification**
- A. **Guadalupe Insurance.** Guadalupe shall provide liability insurance coverage with an unimpaired limit of not less than \$1,000,000 for each occurrence covering the court facilities and function naming Goodyear as an additional insured for matters originating from Guadalupe.
- B. **Mutual Indemnification.** Each Party to this IGA, together with such Party's agents (collectively "Indemnitors"), agrees to indemnify, defend and hold harmless the other Party, and such Party's departments agencies officers, employees, elected or appointed officials and agents (collectively, "Indemnitees"), from and against all liability, losses, expenses, damages or claims (collectively "Claims") arising from or related to Indemnitors' performance or non-performance of its obligations pursuant to the terms of this IGA. The indemnification provided by this Section includes injuries or death of persons or damages to or destruction of property, or loss of use of the same, arising out of or in any way connected with the negligent or willful acts of the Indemnitors.
- 1.5 Goodyear Obligations.** Goodyear will continue jurisdiction of all cases filed before July 1, 2020 from Guadalupe and shall provide court clerk services, case information, fine collection, record keeping,

and related judicial proceedings as it provides for cases from Goodyear and as required by law in the Goodyear Municipal Court.

- 1.6 Municipal Presiding Judge and Court Hours.** The Municipal Presiding Judge appointed by the Goodyear City Council will establish appropriate Court days and hours. Guadalupe Municipal Court will notify appropriate parties of this IGA and its impact to their case. Guadalupe shall also update its website to notify parties impacted by this IGA and to clarify that past cases with payment plans, past cases in collections and restitutio cases are being handled by Goodyear. All cases filed after July 1, 2020, are handled by Tempe.

II. TERM and TERMINATION

This amended IGA will have an initial term of five (5) years, from approval of the Presiding Judge of Superior Court in Maricopa County and is effective October 16, 2023. At the end of the initial term, the arrangement will be reviewed to ensure the Agreement does not burden the Goodyear taxpayers for the cost associated with judicial services performed by Goodyear. Parties shall begin renegotiation at least ninety (90) days prior to the expiration of the renewed term (2028). Costs associated with agreement renewals will be related to the number of Guadalupe cases remaining under Goodyear's jurisdiction. If no agreement can be reached, the Agreement is terminated effective 90 days later. If neither party wishes to renegotiate the terms, and by mutual agreement, this Agreement may renew for an additional five (5) years. The IGA may renew for a second five (5) year term upon the same terms and conditions as the first five (5) year renewal terms unless otherwise terminated by the parties. Except as otherwise specifically provided herein, in the event that either Party intends to terminate this IGA, the Party wishing to terminate shall provide written notice of such cancellation, which would include a minimum 180-day notice period and a minimum of one entire fiscal year, unless both parties agree to alternate terms and conditions for said cancellation. Notices and invoices shall be in writing and delivered to:

Court Administrator

Goodyear Municipal Court

14455 W. Van Buren St, Ste B101

Goodyear, AZ 85338

Town Manager

Town of Guadalupe

9241 S. Avenida Del Yaqui

Guadalupe, AZ 85283

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery, telex, telegrams or telecopies, and on the date of deposit in the mail, if mailed or deposited with the overnight carrier, if used. Notice shall be deemed to have been received on the date on which the notice is received, if notice is given by personal delivery, and on the 3rd day following deposit in the mail, if notice is mailed.

III. DEFAULT and REMEDIES

3.1 Time is of the Essence: Remedies. The Parties, through their respective council, officers and employees, agree to take such action as may be necessary to carry out the terms of this agreement, and to cause such documents as may be necessary to be executed with reasonable promptness. The Parties

agree to comply with the provisions of this IGA, and failure of a Party to comply with any provision shall be considered a material breach of this IGA. If either Party is in breach of its obligations under this IGA and fails to cure such failure within thirty (30) days after written notice by the non-defaulting Party, the non-defaulting Party, the non-defaulting Party may, at its options terminate this IGA effective ninety (90) days after the date of such notice.

3.2 Additional Acts of Default. Any failure on the part of a Party to maintain all insurance required by this IGA, or if a Party shall be the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding, or if any assignment of any of a Party's property shall be made for the benefit of its creditors, or if a Party does not repay its debts as they come due, shall be deemed an event of default by such Party. A Party will breach this IGA if such Party exposes the other Party to any liability, obligation, damage, cost, expense or other claim of any description, related to its operations pursuant to this IGA, whether or not asserted unless the breaching Party gives immediate notice to the other Party of the breaching Party's commitment to indemnify, defend, and hold the non-breaching Party harmless against such claim, and the breaching Party actually delivers to the non-breaching Party with said notice adequate financial security to assure that the breaching Party will indemnify, defend and hold harmless the non-breaching Party, against such claim.

IV. GENERAL PROVISIONS

4.1 Amendments. Any amendment to this IGA must be in writing and executed by the Parties to the IGA and neither Party shall at any time assign any rights under this IGA without the prior written consent of the other.

4.2 Uncontrollable Forces. Neither party shall be considered to be in default in the performance of any of the obligations hereunder, other than obligations to either Party to pay costs and expenses, if failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of the Party affected, including but not limited to failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed so as to require either Party to settle any strike of labor dispute in which it may be involved. Either party rendered unable to fulfill an obligation by reason of an uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch.

If either party claims its failure to perform was due to an uncontrollable force, and the other Party disputes that claim, the Party claiming an uncontrollable force shall bear the burden of proof.

In the event of an emergency, the Parties acknowledge that Goodyear has the right to move court operations to a neighboring jurisdiction in its sole discretion. All provisions of this IGA will remain in effect.

4.3 Timeliness. Each of the Parties agrees to take such actions and execute such documents as may be necessary to carry out the terms of this IGA, and the officers, employees, and attorneys of each Party are hereby authorized to take such actions and execute such documents with reasonable promptness.

4.4 Entire Agreement. This IGA is the entire agreement between the parties with respect to the subject matter hereof, and there are no oral promises, conditions, representations, understandings or terms of any kind as conditions or inducements to the execution hereof, or in effect between the Parties.

4.5 Authorized Signatures

A. The Parties represent and warrant that the signatories are authorized and duly directed by their respective City and Town Councils to execute this IGA

B. This IGA may be executed in counterpart

4.6 A.R.S. §38-511 Compliance. As prescribed by A.R.S. §38-511, as amended, either Party may cancel this IGA after its execution and without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of either Party is, at any time while the IGA or any extension thereof is in effect, an employee or agent of either Party to the IGA with respect to the subject of this IGA. In the event either Party elects to exercise its right under A.R.S. §38-511, as amended, the Party agrees to give notice thereof immediately in writing to the other Party.

4.7 Compliance with Federal Immigration Laws and Regulations. Pursuant to the provisions of A.R.S. §41-4401, each Party to this IGA warrants to the other Party is in compliance with all federal immigrations laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). The Parties acknowledge that a breach of this warrant is a material breach of this IGA subject to penalties up to and including termination of this IGA. Each Party retains the legal right to inspect the papers of any employee of the other Party who works under this IGA to ensure compliance with this warranty.

4.8 Severability. In the event any provision hereof, or any portion of any provision hereof, shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of any provision or any other provision hereof, as each provision of this IGA shall be deemed to be severable from all other provisions hereof.

(Signatures on the following page)

Intergovernmental Agreement between Goodyear and Guadalupe

IN WITNESS WHEREOF the parties hereto have cause these presents to be executed.

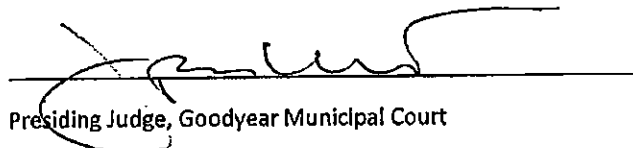
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, Arizona, this 16 day
of ~~August~~, 2023.
October

Mayor

ATTEST:

City Clerk

APPROVAL:



Presiding Judge, Goodyear Municipal Court

Presiding Judge, Superior Court of Arizona in Maricopa County and Presiding Judge of the Guadalupe
Municipal Court

APPROVED AS TO FORM:

Goodyear City Attorney

Intergovernmental Agreement between Goodyear and Guadalupe

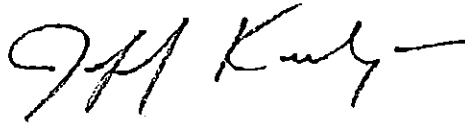
IN WITNESS WHEREOF the parties hereto have cause these presents to be executed.

PASSED AND ADOPTED BY THE TOWN COUNCIL, OF THE TOWN OF GUADALUPE, Arizona, this 24 day of August, 2023.



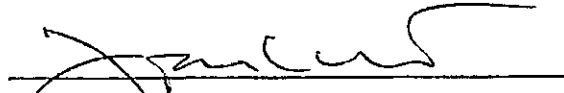
Valerie Molina, Mayor

ATTEST:



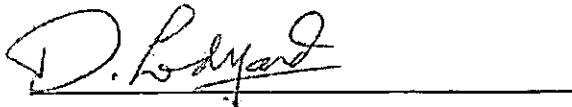
Jeff Kulaga, Town Manager/Clerk

APPROVAL:



Hon. Joseph C. Welty, Presiding Judge, Superior Court of Arizona in Maricopa County and as Presiding Judge of the Town of Guadalupe

APPROVED AS TO FORM:



David E. Ledyard, Guadalupe Town Attorney