

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SAN LUIS AND SUPERIOR COURT
IN YUMA COUNTY**

This agreement is made between the SUPERIOR COURT IN YUMA COUNTY (hereafter the “Court”) and the CITY OF SAN LUIS, a municipal corporation of the State of Arizona (hereafter the “City”)

WHEREAS, pursuant to Arizona Revised Statutes (“A.R.S.”) §11-952(J) authorizes City of San Luis to enter into an agreement with the Superior Court in Yuma County for related services and facilities.; and

WHEREAS, City maintains and operates the San Luis Municipal Court, a limited jurisdiction, non-recorded court; and

WHEREAS, Article VI § 1 of the Arizona State Constitution mandates that all judicial power is vested in an integrated judicial department, and Article VI §3 mandates that the Supreme Court has administrative supervision over all courts of the State, and that Administrative Order 93-30 IIIA provides that the Presiding Judge of each county shall exercise administrative supervision over all courts in their respective county, including Justice Courts and Municipal Courts; and

WHEREAS, it is the desire of the City and the Court that practices and procedures of the San Luis Municipal Court be uniform when appropriate with the Clerk of Court of Superior Court in Yuma County, the Justice of the Peace Courts and Superior Court in Yuma County share including automation, court rules, appellate procedures, case management, collections, probation, and other business and judicial practices; and

WHEREAS, the City and the Court 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 training and development of staff of the Municipal Court, Justice Courts, Superior Court and the Superior Court Clerk to the extent possible pursuant to 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. Initial Term

Initial term of the Agreement shall begin on July 1, 2015 and end on June 30, 2016 unless terminated sooner pursuant to the provisions hereof.

B. Court’s Option to Extend

The Court may exercise its option to extend the term of this Agreement for five (1) one year periods, beginning on July 1, 2016 after giving thirty (30) days prior written notice to the City.

C. The City Authorizes Staff to Accept Extension

San Luis City Council authorizes the appropriate staff to extend this Agreement once the City receives the above-notice from the Court for five (1) one year periods, beginning on July 1, 2016. The City shall accept the extension by written reply to the Court. San Luis Council’s power is under A.R.S. §11-952(F), A.R.S. §11-952(G) and A.R.S. §11-952(J).

2. COURT STAFF TRAINING: SCOPE AND PURPOSE

A. Participating Courts

The Court shall provide an Automation and Training Coordinator (hereafter referred to as a “Field Trainer”) for all courts and court departments in Yuma County, including, but not limited to: Superior Court, Clerk of the Court for Superior Court, Justice Courts, Precincts #1, 2, and 3, and municipal courts in Yuma County, including San Luis Municipal Court in order to provide training for automation systems and business practices.

B. Office Space and Supplies

The Court shall provide facilities, including furnished office space, and computer support for the Field Trainer. Incidental Supplies, e.g. pens and paper will be supplied to the Field Trainer, as needed by participating courts, including San Luis Municipal Court. Each participating court will also use their best efforts to make available to the Field Trainer, other reasonable training aids as requested by the Field Trainer.

C. Training Schedules

The Field Trainer is a regular employee of the Court who is supervised by the Court Information Services Manager. The Court Information Services Manager will maintain a schedule of training and in consultation with the Field Trainer determine the applicability of certain training for various courts in Yuma County. A training schedule for San Luis Municipal Court will be determined by the Court Information Services Manager and the municipal Court Administrator.

D. Committee on Judicial Education Training (COJET)

The Court Information Services Manager shall ensure that the Field Trainer maintains appropriate records of training and Committee on Judicial Education and Training (COJET) hours earned by court employees. The Field Trainer will ensure that the COJET coordinator for each court received notification of

COJET hours earned by court employees and certification of training conducted by the Field Trainer.

E. Coordination between City and Court

The courts and court departments referred to above, including Superior Court in Yuma County, Clerk of the Court for Superior Court, Justice Court, Precincts #1, 2 and 3, and municipal courts in Yuma County are authorized to work together to develop cooperative training and professional development for all court personnel in Yuma County, and to coordinate activities, procedures, policies, schedules, personnel and other matters to ensure effective training and professional development of court personnel.

F. Scope

The Field Training will train San Luis Municipal Court staff on practices and procedures including automation, court rules, appellate procedures, case management, collections, probation, and other business and judicial practices

3. FUNDING

A. Court and AOC

The Field Trainer is funded in part by the Commission on Technology from funds appropriated from the Judicial Collection Enhancement Fund (“JCEF”) and by the Court. The Court provides fifty percent (50%) of the funding of the Field Trainer from special revenue based on the final budget as approved by the Administrative Office of the Courts.

B. Municipal Court

The City will provide partial funding of the Field Trainer through available local revenues. The City agrees to pay ONE THOUSAND DOLLARS (\$1,000.00) of the total personnel costs of the Field Trainer as reflected on the Field Trainer application budget. If local funds in the account of the City are not adequate or available for any reason, the City will not be responsible to continue its partial funding of the Field Trainer.

C. Payment

The City agrees to pay the Court ONE THOUSAND DOLLARS of the proposed budget for personnel costs (salary and employee related expenses) of the Field Trainer. The Court will provide the City with a copy of the approved budget that reflects the City’s share of the personnel costs of the Field Trainer for fiscal year 2015-2016. The City agrees to pay to the Court, within thirty (30) days of receipt of the approved budget, the sum of ONE THOUSAND DOLLARS

(\$1,000.00) which amount represent the City's share of the Field Trainer's personnel cost identified in the Field Trainer application budget.

4. AUDIT OF RECORDS

Pursuant to A.R.S. §§35-214 and 35-215, the parties to this agreement shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this agreement for a period of five (5) years after completion of the agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the parties shall produce the original of any or all such records.

5. DISPUTE RESOLUTION

The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extend required by A.R.S. §12-1518 except as may be required by other applicable statutes.

6. NON-AVAILABILITY OF FUNDS

The payment obligations of the parties to this agreement are conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the Court or the City at the end of the period for which funds are available, provide however that one party has given to the other party, at least thirty (30) days prior written notice of the unavailability of funds. No liability will accrue to the Court or the City in the event this provision is exercised, and that neither party will be obligated or liable for any further payments for any damages as a result of termination pursuant to this paragraph.

7. DISPOSITION OF ASSETS

All property acquired during the performance of this agreement, including but not limited to computer equipment, instructional materials, books, etc. will become the property of the Court.

8. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the Court may, within three (3) years after its execution, cancel any agreement, without penalty or further obligations, made by the Court if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the Court is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. A cancellation made pursuant to this provision will be effective when written notice of the cancellation from such

party is received by other parties to the agreement unless the notice specifies a later time.

9. NON-DISCRIMINATION

The parties to this agreement shall comply with Executive Order 2009-09, which mandates that all people, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religions, sex, national origin or disability.

10. COMPLIANCE WITH IMMIGRATION LAWS

- a. The parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants their compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program”).
- b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the party may be subject to penalties up to and including termination of the Agreement.
- c. The parties retain the legal right to inspect the papers of any employee who works on the Agreement to ensure that the parties are complying with the warranty under paragraph 6(a).

11. INDEMNITY

To the extent permitted by law, each party to this Agreement agrees (as indemnitor) to indemnify, defend and hold harmless every other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (collectively, “Claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of possible litigation expenses and money damages. Each party’s obligation of indemnification shall survive the termination of this agreement. Each party shall remain solely and exclusively responsible for the employee benefits, wage and disability payments, pensions and workers’ compensation claims for its employees.

12. WORKERS' COMP

The parties shall procure and maintain coverage under the Arizona Workers' Compensation Laws and shall comply with its requirements, including the notice provisions of A.R.S. § 23 - 1022(E). For purposes of A.R.S. § 23-1022(D), an employee of either party "who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies as provided in § 11-952 is deemed to be an employee of both public agencies for the purposes of this section. The primary employer shall be solely liable for the payment of workers' compensation benefits for the purposes of this section."

13. AMENDMENTS AND INTEGRATION

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof. No amendments or modifications of this agreement or any terms hereof will have any force or effect unless such amendments or modifications are approved in writing by the San Luis City Council and the Presiding Judge of Superior Court in Yuma County.

ACCEPTED AND AGREED:

SUPERIOR COURT IN YUMA COUNTY THE CITY OF SAN LUIS

_____	_____	_____	_____
Presiding Judge	Date	Tadeo A. De La Hoya Interim City Manager	Date

ATTEST:

_____	_____
Sonia Cornelio City Clerk	Date

I hereby state that I am an attorney for City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of San Luis, Arizona under the laws of the State of Arizona.

Dated this ____ day of _____, _____

Kay Marion Macuil
San Luis City Attorney

I hereby state that I am an attorney for the State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the State of Arizona under the laws of the State of Arizona.

Dated this ____ day of _____, _____

Assistant Attorney General