



Resolution

No. 2323

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF SAN LUIS, ARIZONA AND YUMA COUNTY SUPERIOR COURT FOR COURT INTERPRETER POSITION AND SERVICES.

BE IT RESOLVED by the Mayor and City Council of the City of San Luis, Arizona:

Section 1: The City, by this Resolution, approves the Intergovernmental Agreement with Yuma County Superior Court for the purpose of providing a Court Interpreter Position and Services.

Section 2: A true copy of the Intergovernmental Agreement is incorporated into this Resolution as though set forth again in full here.

Section 3: If a conflict arises between the provisions of this resolution and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Resolution shall govern.

Section 4: If any section, subsection, paragraph, sentence clause, phrase, or portion of this Resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or controlling legislation, such decision or law shall not affect the validity of the remaining portion of this Resolution.

Section 5: The City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of July 2024.

Nieves Riedel, Mayor

Attest:

Approved As to Form:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE SUPERIOR COURT OF ARIZONA IN YUMA COUNTY

and

THE MUNICIPAL/MAGISTRATE COURT OF CITY OF SAN LUIS, ARIZONA

This Intergovernmental Agreement (“IGA”) is entered into between the Superior Court of Arizona, in and for the County of Yuma (“Superior Court”), and the City/Town of San Luis, Arizona on behalf of its Municipal/Magistrate court (“Municipal/Magistrate Court”), for interpreter services.

1. RECITALS

WHEREAS, the Superior Court has historically offered certain interpreter services to certain municipal courts in Yuma County; and

WHEREAS, the Municipal/Magistrate Court desires to use the interpreter services offered by the Superior Court;

THEREFORE, in consideration of the mutual agreement expressed herein, the parties agree as follows:

2. PURPOSE

The purpose of this IGA is to provide interpretation and translation services as specified herein.

3. AUTHORITY

Pursuant to Arizona State Judiciary Administrative Order 2011-96, all courts must have developed a language access plan that documents how the court makes court proceedings and operations available to limited-English-proficient (LEP) parties and witnesses. The court is responsible for taking reasonable steps to ensure that LEP individuals have meaningful access to all court-ordered services and programs

Court interpreters will be provided in all courtroom proceedings at no cost to all LEP witnesses; litigants; victims; parents, guardians, and family members of minor witnesses, victims, and/or litigants; as well as any other person whose presence or participation is necessary or appropriate as determined by the judicial officer.

Pursuant to Arizona State Judiciary Administrative Order 2016-02, courts are required to have staff who provide interpreter services credentialed at Tier 3 or higher under the Arizona Court Interpreter Credentialing Program (ACICP) by June 30, 2019. This requirement applies to all

regular staff who are classified as interpreters, as well as those staff who are not so classified but who may be engaged by the court to act as interpreters. This requirement does not apply to bilingual staff who may be able to carry out their non-interpreting duties in a language other than English (i.e. public counters, information kiosks, etc.).

The parties are authorized to enter into this IGA pursuant to A.R.S. § 11-952(J).

4. TERM AND RENEWAL; TERMINATION

- A. This IGA shall be effective July 1, 2024 and shall expire June 30, 2034. The parties may renew this IGA in writing. If the Municipal/Magistrate Court wishes to renew this IGA, it must notify the Superior Court at least 90 days in advance of its expiration. If City/Town Council approval is required for this IGA, the renewal may be executed by the Municipal/Magistrate Presiding Judge or City/Town Manager. The Municipal/Magistrate Court understands and agrees that the Superior Court may increase the cost of the interpreter services at the time of renewal to reflect an increase in actual costs.
- B. Either party may terminate this IGA for any reason upon 30 days' written notice. Either party may terminate this IGA immediately if the other party materially breaches the IGA. Either party may terminate this IGA due to non-availability of funds, as stated in paragraph 17. Upon termination, all property used in performance of this IGA shall be returned to the party owning the property or entitled to possession.
- C. This IGA supersedes all prior agreements between the parties for interpreter services. Any amendments to this IGA must be in writing and signed by both parties.

5. DUTIES OF SUPERIOR COURT

The Superior Court Administration's Interpreter's Office (Interpreter's Office) shall provide or arrange for interpreting services for the Municipal/Magistrate Court for all hearings, trials, programs, and events held within the court in all languages, including ASL.

Court interpreter services will be provided in all courtroom proceedings at no cost to all LEP witnesses; litigants; victims; parents, guardians, and family members of minor witnesses, victims, and/or litigants; as well as any other person whose presence or participation is necessary or appropriate as determined by the judicial officer.

The Interpreter's Office shall have the responsibility of scheduling staffed and freelance interpreters for the Municipal/Magistrate Court. The Interpreter's Office shall make reasonable accommodations to have the interpreters appear in-person, telephonic or via video conference.

The Interpreter's Office shall translate as time permits, all requested translations of Spanish court forms, documents, and signage. Each request will be assessed to determine the appropriate deadline date.

6. DUTIES OF MUNICIPAL/MAGISTRATE COURT

Superior Court will provide one full time equivalent employee for the position of Court Interpreter for the Municipal/Magistrate Court during normal operational business hours and special Court events. Normal operational business hours include Monday through Friday, from 8:00am to 5:00pm, or for other special Court events.

The Municipal/Magistrate Court shall provide the Interpreter's Office with the Court's calendar on a monthly basis.

The parties agree that the Municipal/Magistrate Court will become part of the Superior Courts Language Access Plan (LAP). The Superior Court will routinely assess whether changes to the LAP are needed. The plan may be changed or updated at any time but reviewed not less frequently than biennially.

The Municipal/Magistrate Court shall provide funding for supplies and services for any contract services as needed for Spanish, languages other than Spanish, and ASL.

7. FUNDING

Superior Court will approve one full time equivalent employee for the position of Court Interpreter. The City/Town will pay for operational expenses related to the position. Operational expenses include, but are not limited to, travel for work related trainings and conferences. All operational expenses, prior to purchasing, will be approved by the City/Town.

The Court Interpreter whose position is to be funded by the City/Town will be a regular employee of Superior Court. Superior Court shall retain this individual as an employee of Superior Court pursuant to all applicable employment requirements of Superior Court. Superior Court shall recruit, hire, supervise, manage, evaluate, and train the City/Town funded Court Interpreter.

The City/Town will reimburse Superior Court for the full amount of salary and employee related expenses payable for the position of Court Interpreter. The amount is subject to adjustment based on achievement of Tier 3 or 4 Court Interpreter Credential and/or increases in compensation granted by Yuma County as administered by Superior Court in Yuma County and the City/Town agrees to increasing the salaries as indicated.

8. INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party and its officers, officials, employees and agents (collectively "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in liability to the Indemnatee are caused by the act, omission, 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 IGA shall expeditiously meet to discuss a common and mutual defense, including possible proportionate

liability and payment of possible litigation expenses and damages. The obligations under this Section 8 shall survive termination of this IGA.

In addition, Municipal/Magistrate Court shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this IGA, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Municipal/Magistrate Court's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

9. INSURANCE

Both parties are insured as governmental entities and therefore no insurance certificates are required by either party pursuant to this IGA.

10. AUDIT OF RECORDS

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

11. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, either party may cancel this IGA, .

12. APPLICABLE LAW

This IGA will be governed and interpreted by the laws of the State of Arizona and the administrative rules promulgated by the Superior Court and Yuma County.

13. LEGAL OBLIGATIONS

This IGA does not relieve either party of any obligation or responsibility imposed upon it by law.

14. ARBITRATION

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

15. WAIVER AND MODIFICATION

None of the provisions of the IGA may be waived, changed, or altered except in writing signed by both parties.

16. AVAILABILITY OF FUNDS

Every payment obligation of the parties under this IGA is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this IGA, this IGA may be terminated by the parties or any other agency of the State of Arizona at the end of the period for which funds are available. No legal liability on the part of the parties or any other agency of the State of Arizona for any payment may arise under this IGA until and only as long as funds are made available for performance of this IGA. If the necessary funds are not made available, then that party shall provide written notice to the other party and may cancel this IGA without further obligation. No liability shall accrue to the parties or any other agency of the State of Arizona in the event this provision is exercised, and neither the parties nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including payments or damages for purchases or subcontracts entered into in anticipation of funding.

17. NON-AVAILABILITY OF FUNDS

The payment obligations of the Superior Court are conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for this IGA, this IGA may be terminated by the Superior Court at the end of the period for which funds are available, provided 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 Superior Court or to Yuma County in the event this provision is exercised, and neither party will be obligated or liable for any further payments for any damages as a result of termination pursuant to this paragraph.

18. NON-DISCRIMINATION

Municipal/Magistrate Court will comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.”

19. THIRD PARTY ANTITRUST VIOLATION

Superior Court assigns to the Municipal/Magistrate Court any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Superior Court toward fulfillment of this IGA.

20. DISPUTE RESOLUTION

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

21. WORKERS' COMPENSATION. For purposes of workers' compensation, an employee of a Party to this IGA, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this IGA, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

22. RELATIONSHIP OF PARTIES. Except as provided in Section 21, nothing contained in this IGA shall create any agency, partnership, joint venture, or other similar arrangement between parties.

23. NOTICES

All notices, claims, request, and demands under this IGA are to be in writing and served in person or via certified (return receipt requested) United States mail, postage prepaid, addressed as follows:

If to the Superior Court:	AZ Superior Court in Yuma County Court Administrator 250 W. Second Street, Suite D Yuma, Arizona 85364
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If to Municipal/Magistrate Court:	San Luis Municipal Court Magistrate PO Box 1670 San Luis, AZ 85349
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or at such other address as shall be indicated in writing by each party. Service by certified mail will be deemed to occur on the postmark date borne by the return receipt.

In witness whereof, the parties hereto have executed this IGA on the date written below:

Honorable Danae T. Figueroa
Municipal/Magistrate Court
Presiding Judge

Kathleen Schaben
Superior Court
Court Administrator

Date

Date

ATTEST:

Kay K. Macuil
City Attorney

Assistant Attorney General

Date

Date

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.