



Resolution

No. 2325

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 FIELD TRAINER 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 Field Trainer 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ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Resolution shall govern.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 (“City/Municipal/Magistrate Court”), for an Automation and Training Coordinator (hereafter referred to as a “Field Trainer”).

1. RECITALS

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

WHEREAS, the Municipal/Magistrate Court desires to use the court services and court training 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 court services and training as specified herein through a Field Trainer.

3. AUTHORITY

The purpose of this IGA is to establish a partnership between the Superior Court of Yuma County and the San Luis Municipal Court, with the goal being for the Superior Court of Yuma County to provide court services and training to the San Luis Municipal Court through a Field Trainer. Partnering allows for more efficient and effective use of resources and provides opportunities to collaborate to provide consistent, unified, and professional court services in Yuma County and the San Luis Municipal Court.

This IGA outlines the terms and conditions for the Superior Court of Yuma County to provide a trained and experienced Field Trainer to the San Luis Municipal Court.

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.

- 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 court services and training (Field Trainer). Any amendments to this IGA must be in writing and signed by both parties.

5. DUTIES OF SUPERIOR COURT

Superior Court shall provide 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 the San Luis Municipal Court in order to provide training for automation systems and business practices.

Superior 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 Superior Court. Each participating court will also use its best efforts to make available to the Field Trainer other reasonable training aids as requested by the Field Trainer.

The Field Trainer is a regular employee of the Superior Court who the Superior Court Information Services Manager supervises. The Court Information Services Manager will maintain a training schedule and, in consultation with the Field Trainer, determine the applicability of certain training for various courts in Yuma County. The Court Information Services Manager and the Municipal Court Administrator will determine a training schedule for San Luis Municipal Court.

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

The Field Trainer 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.

6. DUTIES OF MUNICIPAL/MAGISTRATE COURT

The Superior Court and Municipal Court are authorized to work together to develop cooperative training and professional development for all court personnel in the San Luis

Municipal Court and to coordinate activities, procedures, policies, schedules, personnel, and other matters to ensure effective training and professional development of court personnel.

7. FUNDING

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 Superior Court. The Superior 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 ("A.O.C.").

The City/Municipal Court will provide partial funding for the Field Trainer through available local revenues. The City/Municipal Court 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/Municipal Court are not adequate or available for any reason, the City/Municipal Court will not be responsible for continuing its partial funding of the Field Trainer.

The City/Municipal Court agrees to pay the Court ONE THOUSAND DOLLARS (\$1,000.00) of the proposed budget for personnel costs (salary and employee-related expenses) of the Field Trainer. The Superior Court will provide the City/Municipal Court with a copy of the approved budget that reflects the City/Municipal Court's share of the personnel costs of the Field Trainer for fiscal year 2024-2025. The City/Municipal Court agrees to pay to the Superior Court, within thirty (30) days of receipt of the approved budget, the sum of ONE THOUSAND DOLLARS (\$1,000.00), which amount represents the City/Municipal Court's share of the Field Trainer's personnel cost identified in the Field Trainer application budget.

8. INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party and its officers, officials, employees and agents (collectively "Indemnitee") 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 Indemnitee 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, 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 IGA for a period of five 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, 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 M. 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.