



# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

NO. 1106

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF SAN LUIS, ARIZONA AND THE SUPERIOR COURT IN YUMA COUNTY FOR THE PURPOSE OF A FIELD TRAINER TO PROVIDE TRAINING AND UNIFORMITY OF AUTOMATION SYSTEMS AND BUSINESS PRACTICES WITH THE COURTS IN YUMA COUNTY AND THE SAN LUIS MUNICIPAL COURT.**

WHEREAS, in 2008, the City of San Luis initially entered into an intergovernmental agreement with the Superior Court in Yuma County for the purpose of a field trainer to provide training and uniformity of automation systems and business practices with the Courts in Yuma County and the San Luis Municipal Court; and

WHEREAS, the initial intergovernmental agreement was renewable for 5 years; and

WHEREAS, the fiscal year 2013-2014 was the last year that the intergovernmental agreement was renewed; and

WHEREAS, the City of San Luis and the Superior Court conducted themselves in accord with the intergovernmental contract in fiscal year 2014-2015 without a formal agreement; and

WHEREAS, the City of San Luis and the Superior Court desire to again enter into an intergovernmental agreement with the Superior Court in Yuma County for the purpose of a field trainer to provide training and uniformity of automation systems and business practices with the Courts in Yuma County and the San Luis Municipal Court; and

WHEREAS, the parties to the Intergovernmental Agreement desire to enter said agreement;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the continuation of the prior Intergovernmental Agreement after its expiration on June 30, 2014 and the City's payment of \$1,000.00 is ratified; and

Section 2: That the Intergovernmental Agreement (IGA), as attached hereto as Exhibit "A", is hereby approved; and

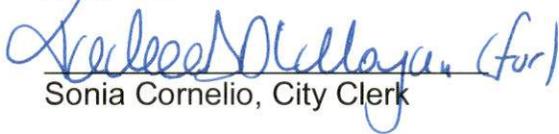
Section 3: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement, including but not limited to payment not to exceed \$1,000.00.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 26th day of August, 2015.

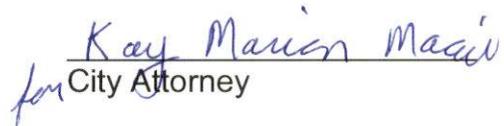


Gerardo Sanchez, Mayor

ATTEST:

 (for)  
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

  
for City Attorney

**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 authorizes the various political subdivisions of the State of Arizona to enter into agreements providing for the joint exercise of their respective governmental powers for the public benefit; and

WHEREAS, City maintains and operates a limited jurisdiction, non-recorded court, to wit: the San Luis Municipal 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, the San Luis Municipal Court, the Clerk of Court of Superior Court in Yuma County, the Justice of the Peace Courts and Superior Court in Yuma County share certain common practices and procedures including automation, court rules, appellate procedures, case management, collections, probation, and other business and judicial practices; and

WHEREAS, the City and the Court have not 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. 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.

**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. COJET**

The Court Information Services Manager shall ensure that the Field Trainer maintains appropriate records of training and COJET (Committee on Judicial Education and Training) 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.

### **3. FUNDING**

#### **A. Court and AOC**

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

#### **B. Municipal Court**

The City will provide partial funding for the Field Trainer through local JCEF revenues as approved by the Administrative Office of the Courts. The City agrees to pay ONE THOUSAND DOLLARS (\$1000.00) of the total personnel costs of the Field Trainer as reflected on the Field Trainer application budget. If local JCEF 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 ERE’s) 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 08-09. 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. 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.

**6. 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 extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

**7. 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.

**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 99-4, 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. 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.

ACCEPTED AND AGREED:

SUPERIOR COURT IN YUMA  
COUNTY

THE CITY OF SAN LUIS

\_\_\_\_\_  
Hon. John N. Nelson  
Presiding Judge

\_\_\_\_\_  
Date

*Robert Eads* *9/2/15*  
Robert Eads  
City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant Attorney General  
Office of the Attorney General

ATTEST:

*Sonia Cornelio* *08/26/2015*  
Sonia Cornelio  
City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

*Kay Marion Maciel*  
*for* City Attorney