



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 1167

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND YUMA COUNTY FOR THE PURPOSE OF PROVIDING MANDATED WEEKEND AND HOLIDAY COURT SERVICES.

WHEREAS, the City of San Luis desires to enter into an intergovernmental agreement with Yuma County for the provision of mandated weekend and holiday court services; and

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

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

Section 1. That the intergovernmental agreement (IGA), as attached hereto as Exhibit "A", is hereby approved.

Section 2. That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City of San Luis and take any and all actions as may be necessary to put the agreement into effect.

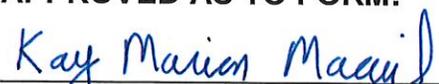
PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 14th day of December, 2016.



Gerardo Sanchez, Mayor

ATTEST: 

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil, City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
YUMA COUNTY AND CITY OF SAN LUIS
FOR
Weekend and Holiday Municipal Court Coverage

This Intergovernmental Agreement (“IGA” or “Agreement”) is between Yuma County, a body politic and corporate of the State of Arizona, (hereinafter referred to as the “County”) and the City of SAN LUIS, a body politic and corporate of the State of Arizona (hereinafter referred to as the “City”). In consideration of the mutual promise contained herein, the parties agree as follows:

RECITALS:

A. WHEREAS, COUNTY and CITY may contract for services and enter into agreement with one another for joint or cooperative action pursuant A.R.S. §11.952(A)1, et seq.; and

B. WHEREAS, CITY is required to establish a municipal Court pursuant to A.R.S. §22.402(A); and

C. WHEREAS, pursuant to A.R.S. §22.402 (C) (1) a City may enter into an intergovernmental agreement to provide the services of a Municipal Court with a Justice Court Initial Appearance Master in whose jurisdiction the CITY is located and the COUNTY in which the CITY is located; and

D. WHEREAS, CITY desires to have a COUNTY Justice Court Initial Appearance Master preside over all CITY Court initial appearances occurring on weekends and holidays.

NOW THEREFORE, CITY and COUNTY, pursuant to the above recitals, and in consideration of the matters and things herein set forth, do mutually agree as follows:

1. PURPOSE AND SCOPE:

The purpose of this IGA is to set forth the responsibilities of the parties for the coverage by the COUNTY Justice Court Initial Appearance Master for all CITY Court initial appearances occurring on weekend and holidays pursuant to Arizona Rules of Criminal Procedures 4.2 and 7.2

2. TERMS:

This IGA shall commence on July 1, 2016 and shall be recorded with the Yuma County Recorder. Except as otherwise provided in this IGA, this IGA shall terminate on June 30, 2017. Upon mutual consent of the parties, this IGA may be extended for up to four (4) additional one (1) year periods, or any portion thereof. Any modification or time extension of this IGA shall be by formal written agreement and executed by the parties

hereto. All previously executed IGA'S pertaining to weekend court coverage shall sunset upon the execution of this document.

3. THE PARTIES AGREE AS FOLLOWS:

A. COUNTY:

The COUNTY Justice Court Initial Appearance Master will prepare and process all required paperwork for initial appearance of defendants brought before the Court on weekends and holidays on violations to be adjudicated in the CITY Court. The initial appearance will be conducted in accordance with the Arizona Rules of Criminal Procedures 4.2 and 7.2.

B. CITY:

1. The CITY shall pay the COUNTY \$1,241.00 based upon percentage of cases seen by the Initial Appearance Master during the fiscal year beginning July 1, 2015 thru June 30, 2016, for court services rendered pursuant to this IGA. The referenced amount includes the cost of required interpreter services, supplies and forms. The payment of such fees is not contingent upon the occurrences of any particular number of initial appearances processed by COUNTY and on behalf of CITY on any given weekend or holiday.

2. Payment will be remitted to the COUNTY within thirty (30) days of receipt of COUNTY's invoice.

C. TERMINATIONS/NOTICES:

This IGA may be terminated for any reason by either party upon sixty (60) days written notice by either party, or by mutual written agreement of the parties. All notices require or permitted by this IGA shall be given by registered or certified U.S mail, postage prepaid or personally delivered, at the address shown below. Notices will be deemed received at the time of actual receipt, evidenced by a receipted copy (in the case of notices that are personally delivered) or by the Postal Service receipt, or ten (10) calendar day after mailing, whichever comes first, in case of notices that are mailed.

CITY of SAN LUIS ADDRESS
City of SAN LUIS
SAN LUIS Municipal Court
P.O. Box 1670
SAN LUIS, AZ. 85349-0429

YUMA COUNTY ADDRESS
Yuma County Justice Court
Attn: Justice Court Administrator
250 W. 2nd Street Suite A
Yuma, Az. 85384

D. RESPONSIBILITIES:

1) Each party agrees to be responsible for the conduct of its operations and performance of contract obligations. Each party agrees to be responsible for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents, employees

acting in the course or scope of their employment while performing duties undertaken pursuant to this IGA.

E. CANCELLATION FOR CONFLICT OF INTEREST:

This IGA may be cancelled pursuant to A.R.S. §38-511, the pertinent provisions of which are fully incorporated herein by reference.

F. NON-ASSIGNABILITY:

Neither party may assign a duty or responsibility under this IGA without the prior written consent of the other party.

G. COMPLIANCE WITH NON-DISCRIMINATION LAWS:

To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, title VII of the Civil Rights Acts of 1964, as amended, the Age of Discrimination in Employment Act and the State Executive Order No. 75-5 which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities, all parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in employment or advancement of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the American with Disabilities Acts (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 C. F. R. parts 35 and 36.

H. E-VERIFY REQUIREMENTS:

1. That COUNTY and CITY warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with section 23-214, subsection A.
2. That a breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
3. That COUNTY and CITY retain the legal right to inspect the papers of any COUNTY and CITY employee who works on the contract to ensure that the COUNTY and CITY is complying with the warranty under paragraph 1.
4. COUNTY and CITY shall establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors to ensure that the contractors and subcontractors are complying with their warranties.
5. COUNTY and CITY shall not deem a government entity contractor or subcontractor in material breach of a contract if COUNTY and CITY establishes that it has complied with the employment verification provisions prescribed by sections 274a and 274b of the federal immigration and nationality act and the e-verify requirements prescribed by section 23-214, subsection A.

I. RIGHTS/OBLIGATIONS OF PARTIES ONLY:

The terms of this IGA are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency, or organization. Nothing expressed herein, shall affect the legal liability of either party to this IGA by imposing any standard of care different from the standard of care imposed by law.

J. ENTIRE IGA:

This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made in writing and signing by the parties to the IGA.

K. SEVERABILITY:

The parties agree that should any part of this IGA be held to be invalid by a court of law, the remainder of the IGA shall remaining full force and effect with those offending portions omitted.

L. COMPLIANCE WITH GOVERNING LAWS:

The parties shall comply with all federal, state, and local laws, Rules and Regulations, Standards and Executive Orders without limitations to that designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. This IGA shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of the state agencies required by statues and Executive Order.

M. NON-APPROPRIATION:

Notwithstanding any other provision of this IGA, this IGA may be terminated, if for any reason the CITY's governing body does not appropriate sufficient monies for the purpose of maintaining this IGA. A failure to appropriate sufficient monies will not, however, relive the CITY of its statutory responsibilities under Arizona law.

N. NO JOINT VENTURE:

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture, or employment relationship between COUNTY and CITY employees, or between CITY and COUNTY employees. Neither party shall be held liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including, without limitation, the other party's obligation to withhold social security and income taxes for itself or any of its employees.

IN WITNESS WHEREOF, the parties hereto have executed the IGA on the dates written below.

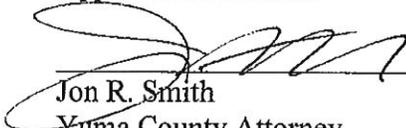
YUMA COUNTY:



RUSS, CLARK, Chairman
Yuma County Board of Supervisors

11/1/16
Date

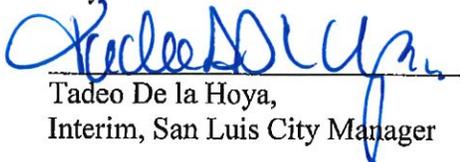
Approved as to form:



Jon R. Smith
Yuma County Attorney

11-1-16
Date

City of San Luis:



Tadeo De la Hoya,
Interim, San Luis City Manager

12/19/2016
Date

Attest:



Sonia Cornelio
San Luis City Clerk

12.19.2016
Date

Approved as to form:



Kay M. Macuil
San Luis City Attorney

12-15-16
Date