



OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

# *Resolution*

## **RESOLUTION NO. 633**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND YUMA COUNTY ARIZONA

Whereas, the City of San Luis desires to enter into an intergovernmental agreement with Yuma County Arizona for the provision of court services; and

Whereas, the parties to the Intergovernmental Agreement desire to enter said agreement; and

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 Intergovernmental Agreement, 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 and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 24<sup>th</sup> day of August, 2005.

Guillermina Fuentes, Mayor

ATTEST:



\_\_\_\_\_  
Sonia Sanchez, City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Glenn Gimbut  
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 "County" and the City of San Luis, Arizona, a body politic and corporate of the State of Arizona, hereinafter referred to as "City." In consideration of the mutual promises contained herein, the parties agree as follows:

Recitals:

- A. WHEREAS County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, 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 of the Peace 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 of the Peace preside over all Municipal 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 hereinafter 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 coverage by a County Justice of the Peace for all Municipal Court initial court appearances occurring on weekends and holidays pursuant to Arizona Rules of Criminal Procedures 4.2 and 7.2.

2. TERMS:

This IGA shall commence on July 1, 2005, and shall be recorded with the Yuma County Recorder. Except as otherwise provided in this IGA. This IGA shall terminate on June 30, 2006. 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 amendment and executed by the parties hereto.

3. The parties agree as follows:

A. COUNTY:

The County Justice of the Peace 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 San Luis Municipal Court. The initial appearances will be conducted in accordance to the Arizona Rules of Criminal Procedures 4.2 and 7.2.

B. CITY:

1. The City shall pay County \$ 1,359.95 for period July 1, 2005 thru June 30, 2006, for court services rendered pursuant to this IGA. The payment of such fees is not contingent upon the occurrences of any particular number of initial appearances processed by County 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 required or permitted under 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 days after mailing, whichever comes first, in the case of notices that are mailed.

CITY OF SAN LUIS ADDRESS

YUMA COUNTY ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. RESPONSIBILITY:

Each party agrees to be responsible for the conduct of it's operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by it's officers, agents or 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 canceled 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 Act of 1964, as amended, the Age 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 the employment or advancement in employment 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 Americans with Disabilities Act ( 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. 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.

I. 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 signed by the parties to this IGA.

J. SEVERABILITY:

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

K. COMPLIANCE WITH GOVERNING LAW:

The parties shall comply with all federal, state and local laws, rules and regulations, standards and Executive Orders without limitation 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 statute or Executive Order.

L. NON-APPROPRIATION:

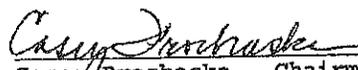
Notwithstanding any other provision in this IGA, this IGA may be terminated, if for any reason City's governing body does not appropriate sufficient monies for the purpose of maintaining this IGA. A failure to appropriate sufficient monies will not, however, relieve City of its statutory responsibilities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

M. 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 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 it's employees.

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

YUMA COUNTY:

  
\_\_\_\_\_  
Casey Prochaska, Chairman  
Yuma County Board of Supervisors

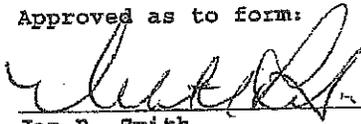
7/5/05  
Date

Attest:

  
\_\_\_\_\_  
Sue Stallworth  
Clerk of the Board of Supervisors

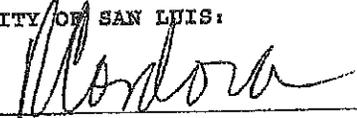
7/5/05  
Date

Approved as to form:

  
Jon R. Smith  
Yuma County Attorney

7-11-05  
Date

CITY OF SAN LUIS:

  
Rosa Alicia Cordova  
San Luis City Administrator

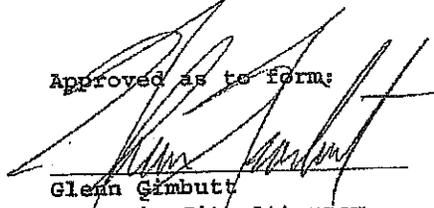
8/24/05  
Date

Attest:

  
Sonia Sanchez  
San Luis City Clerk

8/24/05  
Date

Approved as to form:

  
Glenn Gimbutt  
San Luis City Attorney

8/24/05  
Date