



# Resolution

## NO. 916

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**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

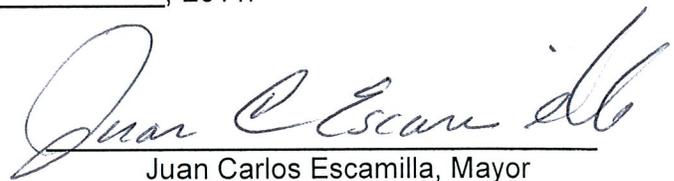
Whereas, the parties to the Intergovernmental Agreement desire to enter said agreement: and

**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 12<sup>th</sup> day of January, 2011.

  
Juan Carlos Escamilla, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Sonia Cuello, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Glenn Gimbut, City Attorney

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
YUMA COUNTY AND THE 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 “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. §11.952(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 of the Peace/Pro Tempore 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/Pro Tempore preside over all CITY Court initial appearances occurring on weekends and holidays.

NOW THEREFORE, CITY and COUNTY, pursuant to the above recitals, and in considerations 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 the coverage by the COUNTY Justice of the Peace/Pro Tempore for all CITY Court initial 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, 2010 and shall be recorded with the Yuma County Recorder. Except as otherwise provided in this IGA, this IGA shall terminate on June 30, 2011. 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.

3. THE PARTIES AGREE AS FOLLOWS:

A. COUNTY:

The COUNTY Justice of the Peace/Pro Tempore 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 appearances 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 \$ 2144.98 for the period of July 1, 2010 thru June 30, 2011, 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 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.

<b>CITY OF SAN LUIS ADDRESS</b>
City of San Luis
P.O. Box 1170
San Luis, AZ 85349

<b>YUMA COUNTY ADDRESS</b>
Yuma County Justice Court
Attn: Justice Court Administrator
250 W. 2 <sup>nd</sup> St Suite A
Yuma, AZ 85364

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

E. CANCELLATION FOR CONFLICT OF INTREST:

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 Americans 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. 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 signing by the parties to this IGA.

J. 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 remain in full force and effect with those offending portions omitted.

K. 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 statutes and Executive Order.

L. NON-APPROPRIATION:

Notwithstanding any other provisions 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.

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 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 date written below.

YUMA COUNTY:

  
\_\_\_\_\_

Casey Prochaska, Chairman  
Yuma County Board of Supervisors

6/21/10  
\_\_\_\_\_

Date

Attest:

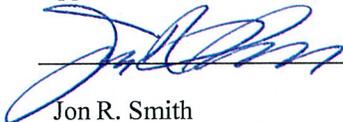
  
\_\_\_\_\_

Robert Pickels  
County Administrator/  
Clerk of the Board of Supervisors

6/21/10  
\_\_\_\_\_

Date

Approved as to form:

  
\_\_\_\_\_

Jon R. Smith  
Yuma County Attorney

6/21/10  
\_\_\_\_\_

Date

CITY OF SAN LUIS:



Ralph Velez  
San Luis City Manager



Date

Attest:



Sonia Cuello  
San Luis City Clerk



Date

Approved as to form:



Glen Gimbut  
San Luis City Attorney



Date



YUMA COUNTY  
 JUSTICE COURT ADMINISTRATION  
 250 W. 2<sup>nd</sup> St. Suite A  
 Yuma, AZ 85364  
 (928) 817-4111  
 Fax (928)-817-4101

Presiding Judge: Jorge Lozano

Court Administrator: Mark Madden

# Invoice

Number: SL0910

To: San Luis Municipal Court

For: Weekend Court services rendered for 2009/2010

<b>TOTAL SEEN ON WEEKEND AND HOLIDAY</b>	<b>2059</b>
<b>Number Seen for San Luis Municipal</b>	<b>Percentage</b>
<b>188</b>	<b>9.13</b>

Salary	\$1,988.52
Medicare	\$28.83
Social Security	\$123.29
Retirement	\$0.00
Health Ins	\$0.00
Life Ins	\$0.00
Worker's Comp	\$4.34
Total Ere's	\$156.46
<b>Payment Due</b>	<b>\$2,144.98</b>

Please remit payment within 30 days from receipt of this invoice.

/S/

Mark Madden  
 Justice Court Administrator

**From:** Cindy Joslin  
**To:** mmadden@courts.az.gov  
**CC:** Holt, Scott  
**Date:** 6/23/2010 4:54 PM  
**Subject:** 06/21/10.R #C15  
**Attachments:** C15 noba.pdf; C15 IGA.pdf

On 06/21/10, the Board of Supervisors authorized the Chairman to sign an Intergovernmental Agreement (IGA) between the City of San Luis and Yuma County for Yuma County to provide mandated weekend and holiday court services as defined in Arizona Rules of Criminal Procedure 4.1(d), effective July 1, 2010 through June 30, 2011, with an option for four (4) one (1) year extensions.

Attached is a copy of the IGA and noba for your convenience.

One original IGA was sent to you interoffice mail today.  
Once you have completed the signatures on the IGA, please send us a copy to finalize our followup on this item.

cjg:)

Cindy Joslin  
Yuma County Administration  
Administrative Assistant  
(928) 373-1106