

INTERGOVERNMENTAL AGREEMENT
BETWEEN
YUMA COUNTY, ARIZONA AND CITY OF YUMA
FOR
Weekend and Holiday Municipal Court Coverage

This Intergovernmental Agreement (“IGA”) is between Yuma County, a public agency of the State of Arizona (“County”), and the City of Yuma, an Arizona Municipal Corporation (“City”). The County and the City may be referred to individually as “Party” and collectively as “Parties.”

WHEREAS, County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to Arizona Revised Statutes (“A.R.S.”) §11-952; and

WHEREAS, City has established a municipal court (“City Court”) pursuant to A.R.S. § 22-402(A); and

WHEREAS, pursuant to A.R.S. § 22-402 (C)(1), City and County may enter into an intergovernmental agreement granting County the authority to provide services to City Court; and

WHEREAS, City desires to have a County Justice Court Initial Appearance Master (“IA Master”) preside over all City Court initial appearances occurring on Saturdays, Sundays, and on all City and City Court recognized holidays.

NOW THEREFORE, City and County, pursuant to the above recitals, do mutually agree as follows:

1. **PURPOSE:** The purpose of this IGA is to provide County with the legal authority to handle City Court cases in a limited capacity, and to set forth the rights, roles, and responsibilities of the Parties.
2. **SCOPE:** The terms of this IGA provide County with the legal authority to preside over initial appearances for matters over which City Court has jurisdiction and to make necessary release determinations.
3. **TERMS:** This IGA shall commence on July 1, 2021 and shall remain in full force and effect until June 30, 2022 (“Initial Term”), unless terminated sooner as provided in Section 5. This IGA shall automatically be renewed for up to four (4) consecutive, one (1) year terms (each, a “Renewal Term”). Upon renewal, the terms and conditions of this IGA shall remain in full force and effect.
4. **COUNTY DUTIES:** County, through its Presiding Judge, shall appoint one or more IA Masters, pursuant to Arizona Rules of Criminal Procedure (“Ariz. R. Crim. P”) 4.3, to preside over initial appearances, as governed by Ariz. R. Crim. P. 4.1, et seq., A.R.S. §§ 13-3897 – 3898, and all relevant interpreting case law. Such IA Masters shall

prepare and process all paperwork necessary to conduct initial appearances, and shall preside over all initial appearances of defendants brought before the IA Master on Saturdays, Sundays and all City or City Court recognized holidays for matters over which the City Court has jurisdiction. During the initial appearances, the IA Master shall make release condition determinations in accordance with the Arizona Constitution, Article II §§ 2.1, 15, and 22, Ariz. R. Crim. P. 7.1, et seq., A.R.S. § 13-3961, et seq., and A.R.S. § 13-4422, as well as all interpreting case law relevant to questions of bail. County, through its IA Master, shall ensure a copy of all paperwork and documentation generated, reviewed, or provided during any initial appearance subject to this IGA is submitted to City Court as soon as practicably, but not later than ten (10) business days following the initial appearance.

5. PAYMENT

- a. City shall pay County a sum of Three Thousand Four Hundred and Twenty One Dollars and Zero Cents (\$3,421.00) for the Initial Term, and for each subsequent Renewal Term. This amount is equal to Twenty-One Percent (21%) of the County's cost of conducting initial appearances and providing related services, including, but not limited to, office supplies, forms, and interpreter services, on Saturdays, Sundays, and all City or City Court recognized holidays, which is reflective of the number of City Court matters handled by the IA Master during the period of July 1, 2020 through June 30, 2021
 - b. City shall submit payment to County within thirty (30) days of the Effective Date of each Term, whether Initial or Renewal Term.
6. TERMINATION: This IGA may be terminated for any reason by either Party upon sixty (60) days written notice to the other Party, or by mutual written agreement of the Parties. If this IGA is terminated, County shall prorate the fee set forth in Section 4 of this IGA and refund the City the value of the months remaining.
7. NON-RENEWAL: Either Party may provide written notice of its intent to not renew this IGA to the other Party no later than thirty (30) days prior to expiration of the then-current Term. In such an event, the IGA will remain in effect until the expiration of the then-current Term, but shall not automatically renew.
8. NOTICES: All notices required or permitted by this IGA shall be provided by registered or certified U.S mail, postage prepaid, or personally delivered, to the addresses shown below. Notices shall be deemed received upon actual receipt, evidenced by a receipted copy (in the case of notices personally delivered) or by the Postal Service receipt, or within ten (10) calendar day after mailing, whichever comes first.

CITY OF YUMA

ATTN: Municipal Court Administrator
1515 S. 2nd Avenue
Yuma, AZ 85384

YUMA COUNTY JUSTICE COURT

Attn: Justice Court Administrator
250 W. 2nd Street Suite A
Yuma, AZ 85384

9. **RESPONSIBILITIES:** Each Party agrees to be responsible for its operations, equipment, conduct and personnel and the performance of its obligations pursuant to this IGA. This IGA does not relieve either Party of any obligation or responsibility imposed on it by law. Each Party retains its immunities, as set forth in statute and case law. To the extent allowed by law, County agrees to indemnify City for all claims, liabilities, demands, damages, and losses, to include attorney fees and litigation expenses, resulting from the negligent or grossly negligent acts or omissions of the County or its departments, agents, employees, appointees, or representatives, to include the IA Master. To the extent allowed by law, City agrees to indemnify County for all claims, liabilities, demands, damages, and losses, to include attorney fees and litigation expenses, resulting from the negligent or grossly negligent acts or omissions of the City or its departments, agents, employees, appointees, or representatives.
10. **WORKER’S COMPENSATION:** An employee of either Party shall be deemed an employee of both public agencies while performing pursuant to this IGA solely for the purposes of A.R.S. § 23-1022 and the Arizona Worker’s Compensation laws. The primary employer shall be solely liable for any worker’s compensation benefits that may accrue.
- Pursuant to A.R.S. §§ 23-1022 and 23-906, each Party shall post a notice in substantially the following form:
- “All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker’s compensation.”
11. **CANCELLATION FOR CONFLICT OF INTEREST:** This IGA may be cancelled pursuant to A.R.S. §38-511, which is fully incorporated by reference.
12. **NON-ASSIGNABILITY:** Neither Party may assign a duty or responsibility mandated by this IGA without the prior written consent of the other Party.
13. **COMPLIANCE WITH NON-DISCRIMINATION LAWS:** To the extent applicable, the Parties agree that no person shall, on the grounds of race, color, religion, creed, sex, gender, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation or source of income, suffer discrimination in the performance of this IGA. The Parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. The Parties agree to comply with all laws and regulations, including,

but not limited to, Title VII of the Civil Rights Acts of 1964, the Age of Discrimination in Employment Act, Arizona's Civil Rights Act, Arizona Governor's Executive Order No. 2009-09, the Rehabilitation Act of 1973, all federal regulations regarding equal employment opportunity, relevant orders issued by the U.S. Secretary of Labor and all applicable provisions of the American with Disabilities Acts (Public Law 101-336, 42 U.S.C. 12101-12213).

14. **E-VERIFY REQUIREMENTS:** To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all immigration laws and regulations that relate to their employees and compliance with the E-verify requirements of A.R.S. § 23-214. A breach of this warranty shall be deemed a material breach subject to penalties up to and including termination of this IGA. Both Parties retain the legal right to inspect the papers of the other Party's employees, contractors, and/or subcontractors providing services pursuant to this IGA in order to ensure compliance with this Section. Both Parties agree to assist with such inspections conducted by the other Party. Either Party may conduct, at its sole discretion, random verification of the employment records of the other Party, its employees, contractors and/or subcontractors to ensure compliance with this Section. Neither Party shall be deemed in material breach of this IGA if it is established the Party, employee, contractor and/or subcontractor has complied with the employment verification provisions in Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-verify requirements of A.R.S. § 23-214.
15. **RIGHTS/OBLIGATIONS OF PARTIES ONLY:** The terms of this IGA are intended only to define the respective rights and obligations of the Parties. This IGA does not create any rights or duties in favor of any third party or other person, agency, or organization. This IGA shall not affect the legal liability of either Party by imposing any standard of care different from the standard of care imposed by law.
16. **ENTIRE IGA:** This IGA, to include any and all attachments, contains the entire agreement and understanding of the Parties with respect to the City's use of the Yuma County IA Master for weekends and holidays and supersedes all previous and contemporary agreements, oral and written, between the Parties regarding the subject matter and services set forth in this IGA. There are no representations or other provisions other than those contained in this IGA, and any amendment to or modification of this IGA shall be made in writing and signed by the Parties.
17. **SEVERABILITY:** The Parties agree if any part of this IGA is held to be invalid by a court of law, the remainder of the IGA shall remain in full force and effect.
18. **GOVERNING LAW:** The Parties shall comply with all federal, state, and local laws, rules and regulations, Executive Orders, and court opinions without limitation to those expressly referenced in 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 regarding same. In the event of a dispute related to this IGA, the Parties agree the proper venue is Yuma County, Arizona.

19. NON-APPROPRIATION: Notwithstanding any other provision of this IGA, this IGA may be terminated if 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, relieve the City of its statutory responsibilities under Arizona law.

20. NO JOINT VENTURE: This IGA does not create any partnership, joint venture, or employment relationship between the Parties, 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 executed the IGA on the dates written below.

YUMA COUNTY:

Susan Thorpe
Yuma County Administrator

Date

CITY OF YUMA:

Philip Rodriguez
Yuma City Administrator

Date

Attest:

Lynda Bushong
Yuma City Clerk

Date

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledge: (1) they have reviewed the above IGA on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City of Yuma

Yuma County

Richard W. Files, City Attorney

Jon R. Smith, County Attorney