

INTERGOVERNMENTAL AGREEMENT
BETWEEN
YUMA COUNTY AND CITY OF YUMA
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 Yuma, a body politic and corporate of the State of Arizona (hereinafter referred to as the “City”). The County and the City are sometimes referred to individually as the “Party” and Collectively as the “parties”

RECITALS

WHEREAS, the 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

WHEREAS, the CITY is required to establish a municipal Court (hereinafter referred to as the “City Court”) pursuant to A.R.S. §22.402(A); and

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

WHEREAS, the CITY desires to have a COUNTY Justice Court Initial Appearance Master preside over all CITY Court initial appearances occurring on Saturdays, Sundays, and all COUNTY recognized 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 Saturdays, Sundays, and COUNTY recognized holidays pursuant to Arizona Rules of Criminal Procedures 4.2 and 7.2

2. TERMS: This IGA shall commence on July 1, 2026, and shall remain in full force and effect until June 30, 2027, unless terminated as otherwise provided in this IGA. This IGA shall automatically be renewed and extended for up to four (4) successive one (1) year terms (each, a “Renewal Term”) beginning on July 1, 2026 and at the expiration of each successive term unless either Party gives written notice to the other Party no later than sixty (60) days prior to expiration of the then-current term that such notifying Party does not wish to renew this agreement. In such event, this Agreement shall terminate upon the expiration of the then-current term. The Initial Term and any Renewal Term(s) are

collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

3. COUNTY DUTIES: The COUNTY Justice Court Initial Appearance Master will prepare, and process all required paperwork for initial appearance of defendants brought before the Court on Saturdays, Sundays and all COUNTY recognized holidays on violations to be adjudicated in the CITY Court. The COUNTY Justice court initial Appearance Master shall conduct such initial appearances in accordance with the Arizona Rules of Criminal Procedures 4.2 and 7.2.

4. PAYMENT

a. The CITY shall pay the COUNTY \$6,223.50 based upon the percentage of cases seen by the Initial Appearance Master during the fiscal year beginning July 1, 2026, through June 30, 2027, for court services, including but not limited to the cost of required interpreter services, supplies and forms, 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 and on behalf of CITY on any given weekend or holiday.

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

5. TERMINATIONS: 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. If this IGA is terminated before Term in effect at the time of notice expires, the COUNTY shall prorate the fee set forth in section 4 of this agreement and refund to the CITY \$518.62 for each month remaining in the Term.

6. NOTICES: 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 YUMA
ATTN: Municipal Court
1515 S. 2nd Avenue
Yuma, Az. 85384

YUMA COUNTY JUSTICE COURT
Attn: Justice Court Administrator
168 s 2nd Ave Suite A
Yuma, Az. 85384

And a copy to:
City of Yuma
Attn: City Administrator
One City Plaza
Yuma, AZ 85364

Yuma County
Attn: County Administrator
197 S. Main Street
Yuma, AZ 85364

7. RESPONSIBILITIES: Each party agrees to be responsible for the conduct of its operations and performance of its obligations under this IGA. To the extent allowable by law, each party (the “indemnitor”) agrees to Indemnify, defend, and hold the other Party, and the other Party’s departments, agencies, agents, officials, officer’s directors, employee, and volunteers (collectively “indemnitee”) for, from and against any and all claims, liabilities, demands, damages, losses, and expenses, including attorney’s fee and litigation expenses, to which Indemnitee may become subject, under any theory of liability whatsoever, (collectively “Claims”) whether real or asserted, resulting from and/or arising out of Indemnitor’s intentional, reckless, or negligent acts, mistakes, errors, or omissions of Indemnitee. This indemnification provision shall apply to any and all any intentional, reckless, or negligent acts, mistakes, directions, errors, or omissions of Indemnitor’s department, officers, employees, contractors, and independent contractors.

8. WORKER’S COMPENSATION: An employee of either party shall be deemed to be an “employee” of both public agencies while performing pursuant to this Agreement 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, which may accrue.

Pursuant to A.R.S. § 23-1011, 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 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.”

9. 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.

10. NON-ASSIGNABILITY: Neither party may assign a duty or responsibility under this IGA without the prior written consent of the other party.

11. 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. 2009-09 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.

12. E-VERIFY REQUIREMENTS:

- a. To the extent applicable under A.R.S. § 41-4401, The COUNTY and CITY warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214, (A). A breach of this warranty shall be deemed a material breach of the of this IGA that is subject to penalties up to and including termination of this IGA. Both the COUNTY and CITY retain the legal right to inspect the papers of any COUNTY and CITY employee who provides services this IGA to ensure that the COUNTY and CITY is complying with the warranty under this section.
- b. 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.
- c. 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.

13. 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.

14. ENTIRE IGA: This IGA contains the entire understanding of the parties and shall supersede any and all previous agreements between the Parties regarding the weekend initial appearance services as set forth in this IGA. 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.

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

16. 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.

17. 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, relieve the CITY of its statutory responsibilities under Arizona law.

18. 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:

Martin Porchas, Chairman
Yuma County Board of Supervisors

Date

Ian McGaughey
Yuma County Administrator

Date

Approved as to form:

Priscilla Gunderson
Yuma County Attorney

Date

City of Yuma:



Jay Simonton
Interim Yuma City Administrator

6/10/2026
Date

Attest:

Janet Pierson
Yuma City Clerk

Date

Approved as to form:

Richard W. Files
Yuma City Attorney

Date