

**FIRST AMENDMENT
TO
INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN CITY OF ELOY AND PINAL COUNTY
REGARDING THE CONSOLIDATED ADMINISTRATION AND
OPERATION OF LIMITED JURISDICTION COURTS**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“**First Amendment**”) is dated this ____ day of _____, 20____, and made by and between the CITY OF ELOY, a municipal corporation of the State of Arizona (“**City**”) and PINAL COUNTY, a political subdivision of the State of Arizona (“**County**”). City and County are sometimes collectively referred to herein as the “**Parties**” or individually as “**Party**”.

RECITALS

A. On January 23, 2019, the Parties entered into that certain Intergovernmental Agreement (“**Agreement**”) in connection with the consolidated administration and operation of the City’s Municipal Court and the County’s Justice Court, a copy of which is attached hereto as **Exhibit A**.

B. The Parties desire to amend the Agreement pursuant to the terms and conditions set forth in this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Parties agree as follows:

1. TERM. Subsection 1 A. of the Agreement is hereby amended to read as follows:

(A) The initial term of this Agreement shall be from March 24, 2019, through June 30, 2020.

2. COURT LOCATION AND OPERATION. Subsection 2. A of the Agreement is hereby amended to read as follows:

(A) The Central Pinal Justice Court may conduct Justice Court proceedings at 801 North Main Street, Eloy, AZ pursuant to a mutually agreeable Court calendar schedule to be determined by the Parties, a minimum of one day per week, based upon the needs, types and volume of matters in each Court.

3. CITY TO ADMINISTER AND OPERATE THE COURTS.

Section 3 of the Agreement is hereby amended and replaced with the following:

(A) CITY shall provide for the administration and operation of the Courts and

shall pursuant to the terms hereof, employ and supervise all non-judicial City personnel necessary or expedient for the efficient and effective operations of the Courts.

(B) Prior to the initial term of the Agreement as provided in subsection 1(A) above, the Justice of the Peace and Magistrate Judge shall mutually agree on the transfer of three Pinal County Court employees to the City of Eloy for employment in the Eloy Municipal Court effective July 1, 2020. One or more of the County Court employees being transferred to the Eloy Municipal Court may begin employment with the City of Eloy after the Pinal County Board of Supervisors and the Eloy City Council has approved this IGA Amendment. The COUNTY employees will be hired under the CITY'S Compensation and Classification Plan to "non-competitive" positions within the Municipal Court with a transfer of their respective years of service with the COUNTY, an option to convert their vacation/sick leave to Personal Time Off (PTO) hours, and no new probationary period.

(C) Deleted.

(D) Deleted.

4. FUNDING OF OPERATIONS.

Section 4 of the Agreement is hereby amended and replaced with the following:

(A) Effective July 1, 2020, the CITY agrees to fund the annual operating and maintenance costs of the Co-Located Court, including utility costs, insurance and liability coverage costs, operational expenses (supplies, equipment, phones, copiers, printers and computers), and personnel costs related to City employees. Personnel and operational expenses, except building maintenance, incurred prior to July 1, 2020 shall be the responsibility of the COUNTY. Any building modifications, additional equipment, technological or other improvements needed or desired by the COUNTY for the Justice Court, Probation office or County Attorney shall be solely funded by the COUNTY. CITY commitment for funding the annual operating and maintenance costs are contingent upon adequate CITY revenues identified through the annual budget process, the Municipal Court being operated at 801 N. Main Street, and no expansion of operations or services being offered by the COUNTY and/or Justice Court within 801 N. Main Street after the effective date of this First Amendment to the IGA.

(B) Deleted.

5. FACILITIES.

Section 7 of the Agreement is hereby amended and replaced with the following:

(A) The Co-Located Court shall be located at 801 N. Main Street, a building owned and maintained by the CITY.

(B) CITY agrees to make space available to Probation Staff at no cost to the COUNTY, provided the City continues to use 801 N. Main Street solely as a municipal court. The Parties agree that the County Justice Court shall be permitted to operate and maintain, at no

cost or expense to COUNTY, a kiosk or similar facility at the CITY Municipal Court building for the payment of fines and other COUNTY Justice Court transactions as deemed necessary by COUNTY from time to time.

(C) All personal property, which is physically located at 801 N. Main Street, Eloy, AZ on June 30, 2020, including but not limited to furniture, furnishings, and office equipment, shall be transferred to the City on July 1, 2020, except for office equipment leased by Pinal County which will remain on site until the end of the lease. Thereafter such property shall be maintained, repaired or replaced by the CITY in its sole discretion. COUNTY agrees to assist the CITY staff and/or its contractors with the transfer and integration of security cameras, alarm system, badge access, fire alarm, panic buttons, liberty recording and video arraignment to the CITY for operation and maintenance. CITY will purchase any additional equipment needed to facilitate this integration of I.T. equipment.

6. FULL FORCE AND EFFECT. Except as amended hereby, all other the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year written below.

“CITY”

CITY OF ELOY, an Arizona municipal corporation

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

APPROVED AS TO FORM AND WITHIN
THE POWERS AND AUTHORITY
GRANTED THE CITY OF ELOY UNDER
THE LAWS OF THE STATE OF ARIZONA:

City Attorney

“COUNTY”

PINAL COUNTY, a political subdivision of the
State of Arizona

By: _____
Chair of the Board of Supervisors

Dated: _____

ATTEST:

Clerk/Deputy Clerk of the Board of Supervisors

APPROVED AS TO FORM AND WITHIN
THE POWERS AND AUTHORITY
GRANTED PINAL COUNTY UNDER
THE LAWS OF THE STATE OF ARIZONA:

Deputy County Attorney

**EXHIBIT A
TO
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TO
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[Intergovernmental Agreement]

See following pages.