

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

THIS INTERGOVERNMENTAL AGREEMENT dated this 23rd day of January, 2019 ("AGREEMENT"), is made by and between City of Eloy, a municipal corporation of the State of Arizona (hereinafter "CITY"), and Pinal County, a political subdivision of the State of Arizona (hereinafter "COUNTY"), witnesses as follows:

RECITALS

WHEREAS, Arizona law at A.R.S. § 11-951, et. seq., authorizes the various political subdivisions of the State to enter into agreements for the purpose of providing for the joint exercise of their respective governmental powers for the public benefit; and

WHEREAS, CITY staffs and operates a limited jurisdiction, non-record Court, to wit: The Eloy Municipal Court (hereinafter ("Municipal Court")); and

WHEREAS, COUNTY staffs and operates a limited jurisdiction, non-record Court, to wit: The Central Pinal Justice Court, on precinct of which is located within the corporate limits of the City of Coolidge, which is currently undergoing renovation expected to be completed and operational by July 2019; (hereinafter "Justice Court"); and

WHEREAS, it is the intent and desire of the parties hereto to provide for the common administration and operation of the Municipal Court and the Justice Court (hereinafter collectively "the Courts") to the greatest extent possible under the laws of the State of Arizona.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth, the parties hereinafter identified agree as follows:

1. TERM.

- A. The initial term of this Agreement shall be from March 24, 2019, through June 30, 2022, unless sooner terminated by either party hereto pursuant to the provisions hereof.
- B. This Agreement shall be automatically renewed and extended for an additional term or terms of two (2) years each, unless sooner terminated pursuant to the provisions hereof.
- C. In recognition of and deference to the budgeting needs and obligations of the parties hereto, any party wishing to terminate the provisions of the Agreement

shall provide written notice to the other not later than February 15th of the calendar year in which such termination shall take effect. No such termination shall take effect until the first day of July following the provision of such notice.

2. COURT LOCATION AND OPERATION

- A. During the period that the Central Pinal Justice Court is undergoing renovation and thereafter, Justice Court proceedings may be held at 801 North Main St, Eloy, AZ pursuant to a mutually agreeable Court calendar schedule to be determined by the parties and the Courts based on the needs, types and volume of matters in each court.
- B. Should Justice Court operational needs necessitate a change or adjustment in location, days or hours, the parties may amend this agreement to reflect such operational change, cost sharing allocations, staffing levels, responsibilities and supervision.
- C. Currently the County owns the Justice Court site at 801 Main Street, Eloy, AZ and as part of this agreement effectively transfers all rights, title and ownership interests pursuant to a quit claim deed attached hereto. The County's transfer shall be "as-is" to the City without warranty of any kind, and the formal conveyance of the property to the City shall occur by March 1, 2019.

3. COUNTY TO ADMINISTER AND OPERATE THE COURTS.

- A. COUNTY shall provide for the administration and operation of the Courts and shall, pursuant to the terms hereof, employ and supervise all non-judicial personnel necessary or expedient for the efficient and effective operations of the Courts.
- B. All city employees employed by the Eloy Municipal Court, except the City Magistrate Judge, as of the effective date hereof shall be hired by COUNTY at pay grades and pursuant to job descriptions developed pursuant to the adopted Pinal County Merit System Rules, Policies of the County and Regulations of the Judiciary. Transferred City employees will be compensated at current hourly rates of pay, transfer of PTO hours, accrued to date of transfer, which are to be converted to current County vacation/sick accruals. Employees shall be transferred to a "non-competitive" position with transfer of continued years of service, with no new probationary period.
- C. COUNTY and CITY shall select and supervise their respective judicial officer(s) for the Co-Located Court in the manner provided by law. However, this Agreement does not prohibit a judicial officer of one Court from also

serving as a judicial officer of the other Court. The Justice of the Peace shall serve as ex officio as the Presiding Judge of the Co-Located Court.

- D. The Presiding Judge of the Co-Located Court shall be responsible for the hiring, promotion, demotion, discipline and discharge of non-judicial personnel in accordance with Pinal County Merit System Rules and Pinal County Policies, the preparation of an annual operating budget, the choice, acquisition and replacement of necessary furnishing included but not limited to furniture and office equipment, and such other administrative responsibilities as may be necessary or desirable for the effective function of the Co-Located Court and shall seek the City Magistrate's input and review of the annual operating budget proposal each fiscal year. Capital expenditures exceeding \$5,000.00 and requests for additional personnel require City approval. Said Presiding Judge, if different than the City Magistrate, shall not exercise or attempt to exercise supervisory or administrative control over the conduct or case load of the City Magistrate or Pro Tempore City Magistrates

4. FUNDING OF OPERATIONS

- A. For the period March 24, 2019 through June 30, 2022, the parties agree to annually reconcile the costs of operating the Co-Located Court at the end of each fiscal year, and operational costs as generally defined below shall be initially funded in the following manner: 65% County and 35% City. Note, that any Jury costs will be the sole responsibility of the court seating a jury and will not be part of this reconciliation process. Said reconciliation shall be completed by August 20 and any respective payments or reimbursement to a party shall be made by the last business day of August. Such reconciliation shall take into consideration the following:
 - 1. Utility costs
 - 2. Personnel costs
 - 3. Insurance and liability coverage costs
 - 4. Non-personnel operational expenses for supplies, equipment, phones, copiers, printers and computers.
- B. For the period commencing July 1, 2022 and each fiscal year thereafter, a percentage of costs shall be calculated in July based on the prior year's filing numbers; and similarly calculated for each subsequent year utilizing the prior upcoming year's calendar year average case filing method. This percentage shall then be applied to the operational costs to arrive at each party's percentage of payment. For example, if based on filing numbers 65% of the filings in the Co-Located Court are those of the County, the County shall be responsible for 65% of the operation costs. The payment by each party shall be due by the first Monday of September. Any reasonable information that either party shall request concerning how it arrived at a cost shall be provided promptly.

5. THE COURTS TO RETAIN SEPARATE IDENTITIES.

- A. Notwithstanding the provisions of this Agreement, each of the Courts shall, at all times, retain its separate, legal identity. The cases filed in each such Court shall be separately docketed and the revenues of each such Court, whether in the form of filing fees, fines or any other source of revenue whatsoever, shall be separately accounted for and credited. The revenues of the Justice Court shall be and remain COUNTY revenues; the revenues of the Municipal Court shall be CITY revenues.
- B. Each party shall indemnify, defend and hold harmless the other party, its elected officials, officer(s) and agents, from and against any and all claims, actions, judgments, or liabilities arising out of any act or omission of the indemnifying party in connection with this Agreement. Each party shall provide insurance that is satisfactory to the other party with respect to insurer, type of insurance and amount. All such insurance shall be evidenced by a current Certificate of Insurance naming the indemnified party and its elected officials(s), officers(s) employees and agents as additional insured.
- C. The parties agree to expeditiously meet at mutually agreed upon times as may be necessary to diligently and faithfully work to resolve conflicts, employee issues including staffing needs, problems or legal claims, that may develop from time to time arising from the performance of the Co-Located Court.

6. APPROVAL OF PRESIDING JUDGE REQUIRED.

Notwithstanding any of the provisions of this Agreement, this Agreement shall be of no force and effect until and unless approved by the Presiding Judge of the Superior Court in and for the County of Pinal

7. FACILITIES.

- A. The Co-Located Court shall be located in a building owned and maintained by the City.
- B. City agrees to make space and printers available for County Attorney (to include victim's services), Public Defender and Probation Staff while Justice Court occupies the facility.
- C. All personal property which is physically on the 801 N. Main St, Eloy, AZ Court Premises, including but not limited to furniture, furnishings, office equipment, shall, upon the effective date hereof and without action or

documentation, be transferred to City with the exception of items listed on Exhibit 1, attached hereto. Thereafter such property shall be maintained, repaired or replaced by City in its sole discretion.

8. AMENDMENTS; INTEGRATION.

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof. No amendment or modification of the terms hereof shall be of any force and effect unless approved by the Pinal County Board of Supervisors, the Eloy City Council, legal counsel for both such Board and City Council and the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Pinal and reduced to writing.

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the day and date first above written.

ATTEST:

City of Eloy

City Clerk

Mayor


Approved as to form
City Attorney

ATTEST:

Pinal County


Clerk of the Board


Chair, Board of Supervisors


Approved as to form
County Attorney

Approved as to form
Pinal County Superior Court
Presiding Judge

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the day and date first above written.

ATTEST:

City of Eloy

City Clerk

Mayor


Approved as to form
City Attorney


ATTEST:

Pinal County


Clerk of the Board


Chair, Board of Supervisors


Approved as to form
County Attorney


Approved as to form
Pinal County Superior Court
Presiding Judge

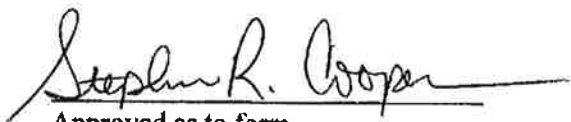
IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the day and date first above written.

ATTEST:

City of Eloy


City Clerk


Mayor


Approved as to form
City Attorney

ATTEST:

Pinal County

Clerk of the Board

Chair, Board of Supervisors

Approved as to form
County Attorney

Approved as to form
Pinal County Superior Court
Presiding Judge

EXHIBIT 1

County Retained Personal Property

Location	Make	Model	Serial Number	Tag Number
Front Counter	Lexmark	M5170 2dr	40637D6604DD4	S449
Admin S	Lexmark	M5170 2dr-2bins	40637D6604DPH	S450
Admin S	Canon	C5535	KUW10226	S451
Admin N	Lexmark	M5170 2dr-2bins	40637D6604DPF	S452
Courtroom	Canon	C5535	KUW10261	S453
Courtroom		M3250	460083200BD88	S454
Judges Office	Lexmark	C4150	5028744011ZM3	S455
Probation	Lexmark	XM3150	70167PHH0CXG8	S456

*NOTE – The County will also retain ownership of all AOC computers.