

INTERGOVERNMENTAL AGREEMENT NO. 110113

BETWEEN

GILA COUNTY

GLOBE REGIONAL JUSTICE COURT

AND

THE TOWN OF HAYDEN

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2014, by and between Gila County, hereinafter referred to as "County" and the Town of Hayden; hereinafter referred to as "the Town".

RECITALS

WHEREAS, the parties desire to enter into an agreement whereby Gila County will utilize facilities provided by the Town of Hayden in order to deliver judicial services to constituents in the Hayden area;

WHEREAS, The County will be allowed to utilize the Town of Hayden facilities, on occasion and when facilities are available, to receive filings, perform simple video appearances and trials for uncomplicated civil matters such as evictions.

SCOPE

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The Town will provide municipal facilities for the Globe Regional Justice Court to receive filings, hold video appearances and trials for uncomplicated civil matters such as evictions, for the residents of southern Gila County in the Hayden area who need these services;
2. The County will schedule the Town of Hayden facilities, at a minimum, a week in advance of the court dates;
3. The receipt of fees by the Hayden Municipal Court and by the Globe Regional Justice Court will follow the procedure prepared and promulgated by the Globe Justice of the Peace in accordance with the Minimum Accounting Standards required by the Administrative Office of the Courts (AOC) and currently in effect.

4. Notices

All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

The Town of Hayden
Attn: Mayor Charles A. Vega
P.O. Box B
Hayden, Arizona 85235

Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: The Town shall indemnify, defend and hold harmless, County, its officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the Town, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. Workers Compensation. During work on this Intergovernmental Agreement, employees of both the Town and the County staff shall maintain their status respectively as Town or County employees, but shall perform under the direction and authority of the either the County or Town as designated in this Intergovernmental Agreement. Notwithstanding the foregoing, an employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this agreement, for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 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 workers' compensation.
3. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
4. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
5. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.

6. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
6. The County and the Town shall each maintain a budget to fulfill their obligations under this Intergovernmental Agreement.

IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

Michael A. Pastor, Chairman
Gila County Board of Supervisors

TOWN OF HAYDEN

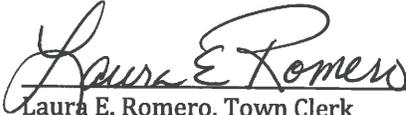


Charles A. Vega
Mayor

ATTEST:

Marian Sheppard, Clerk of the Board

ATTEST:

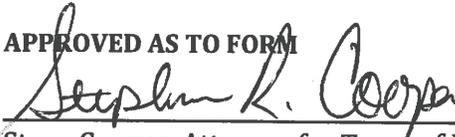


Laura E. Romero, Town Clerk

APPROVED AS TO FORM

Bryan B. Chambers, Deputy Attorney Principal

APPROVED AS TO FORM



Steve Cooper, Attorney for Town of Hayden

APPROVED AS TO FORM AND SUBSTANCE:

Gary Goettman, Justice of the Peace
Globe Regional Justice Court