

*Terminated
6-30-12*

INTERGOVERNMENTAL AGREEMENT

by and between
Town of Miami and Gila County

**CONSOLIDATED ADMINISTRATION AND OPERATION
OF LIMITED JURISDICTION COURTS**

THIS INTERGOVERNMENTAL AGREEMENT dated this 2nd day of August, 2005, by and between ~~TOWN OF MIAMI~~, a municipal corporation of the State of Arizona (hereinafter "TOWN", and GILA 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, TOWN staffs and operates a limited jurisdiction, non-record Court, to-wit: Miami Municipal Court (hereinafter "Municipal Court"); and

WHEREAS, COUNTY staffs and operates a limited jurisdiction non-record Court, to-wit: Globe Regional Justice Court (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; and

WHEREAS, the parties entered into similar agreements and amendments dated December 14, 1998, March 23, 1999, and November 5, 2002; and

WHEREAS, Article 6, Section 31 of the Constitution of Arizona was amended to permit non-lawyers to serve as pro tempore Justices of the Peace; and

WHEREAS, the current agreement, as amended, calls for payment of monies to each party; and

WHEREAS, the parties wish to simplify and clarify their relationships concerning the operation of the Municipal Court, the Justice Court and the positions of pro tempore judicial officers of each.

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

1. TERM.

- A. This Agreement replaces and supercedes the agreements between the parties dated December 14, 1998, March 23, 1999, and November 5, 2002.
- B. The initial term of this Agreement shall be from July 1, 2005 to June 30, 2006, unless sooner terminated by either party hereto pursuant to the provisions hereof.
- C. 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.
- D. In recognition of and deference to the budgeting needs and obligations of the parties hereto, any party wishing to terminate the provisions of this Agreement shall provide written notice to the other not later than the first day of February 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. 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 operation of the Courts.
- B. COUNTY, in the discharge of the responsibilities provided for in Subsection (A) of this Section 2, shall provide such personnel, administration, supervision, budgeting resources, furniture, fixtures and office equipment as COUNTY, in the discretion and judgment of its Board of Supervisors, deems appropriate.
- C. The Chief Magistrate of the Municipal Court, as appointed from time to time by the Town Council of the TOWN, shall also serve ex officio as Pro Tempore Justice of the Peace.
- D. The Justice of the Peace as elected every four years shall also serve ex officio as Pro Tempore Town Magistrate.
- E. The Justice of the Peace shall also serve as the Presiding Judge of the Courts and, in such capacity, shall be responsible for the hiring, promotion, demotion, discipline and discharge of the non-judicial personnel, the presentation of an annual operating budget, the choice, acquisition and replacement of necessary furnishings, including 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 Courts. Said Justice of the Peace shall not exercise or attempt to exercise supervisory or administrative control over the conduct or caseload of the Town Magistrate.

- F. COUNTY will submit all Court statistical reports and provide TOWN with monthly reports showing the number and type of TOWN and COUNTY cases and the fines and fees collected for each.

3. TOWN TO PROVIDE FUNDING.

- A. Commencing on or before July 1, 2005, and on the first day of each fiscal year thereafter during the term of this Agreement or any extension thereof, TOWN shall pay to COUNTY the annual fee provided for herein. The first installment of the annual fee shall be paid on or before August 1, 2005.
- B. The fee TOWN is to pay COUNTY for this period shall equal 4% of the total budget of the Justice Court minus the amounts budgeted for the salaries of the Justice of the Peace and her Pro Tempore. The total amount paid by the TOWN shall not exceed \$13,329. 6 100
- C. Each year subsequent to the 1st term of this Agreement the fee paid by the TOWN to COUNTY shall be determined by COUNTY based on the number of TOWN filings expressed as a percentage of the total filings in the Justice Court times the total budget of the Justice Court. This figure shall be provided to the TOWN on or before the 1st day of August of each year.
- D. The annual fee shall be paid in equal quarterly installments. The quarterly fee shall be determined by dividing the annual fee as provided for in Section C by four (4).

4. 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 and remain TOWN revenues.
- B. The COUNTY and TOWN agree that each shall be responsible for the actions of its own officers, employees, agents, and representatives and each agrees to hold harmless and indemnify the other from any and all claims, suits, demands, actions, proceedings, loss, cost and damages of every kind and description, including but not limited to, reasonable attorneys' fees and/or litigation expenses arising out of the actions of its own officers, employees, agents and representatives in connection with or incidental to the performance of this Agreement.

5. 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 Gila.

6. FACILITIES.

The Courts shall be located in a building provided by COUNTY.

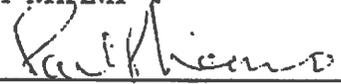
7. AMENDMENTS; INTEGRATION.

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

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

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

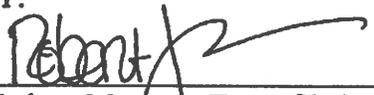
TOWN OF MIAMI

By: 
Paul P. Licano, Mayor

GILA COUNTY

By: 
Jose M. Sanchez, Chairman
Gila County Board of Supervisors

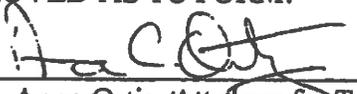
ATTEST:

By: 
Robert Mawson, Town Clerk
Date: 8/2/05

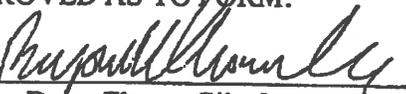
ATTEST:

By: 
Steven L. Besich, Clerk of the Board
Date: 7/26/05

APPROVED AS TO FORM:

By: 
Anna Ortiz, Attorney for Town of Miami
Date: 7/24/05

APPROVED AS TO FORM:

By: 
for Daisy Flores, Gila County Attorney
Date: 7.20.05

APPROVED AS TO FORM AND SUBSTANCE:


Robert Duber II, Presiding Judge
Gila County Superior Court
Date: 7/26/05