

INTERGOVERNMENTAL AGREEMENT
by and between
TOWN OF STAR VALLEY and GILA COUNTY

CONSOLIDATED ADMINISTRATION AND OPERATION
OF LIMITED JURISDICTION COURTS

THIS INTERGOVERNMENTAL AGREEMENT dated this 3rd day of February, 2009, by and between TOWN OF STAR VALLEY, 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, the County staffs and operates a limited jurisdiction, non-record Court, to wit: the Payson Regional Justice Court (hereinafter "Justice Court"); and;

WHEREAS, since approximately 2006, the Town has utilized the services of the Payson Justice Court to serve as the Star Valley Magistrate Court (hereinafter "Magistrate Court"); and;

WHEREAS, the Town wishes to continue to use the services of the Payson Justice Court; and;

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

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

1. **TERM:**

A. The term of this Agreement shall be from January 1, 2009 through JUNE 30, 2013, unless sooner terminated by either party hereto pursuant to the provisions hereof.

B. The fee "Town" is to pay "Justice Court" for the initial period of this agreement shall

be 32% of the total budget for Payson Justice Court minus Judicial Salaries. The percentage paid by "Town" will be reviewed annually beginning January 2010 and amended effective April 1, 2010 and each April 1 thereafter, according to the following formula: The "Town" shall pay "Justice Court" a fee that is a percentage of the total budget for the Payson Justice Court minus Judicial Salaries. That percentage will be a percentage of the total "Justice Court" filings for the previous Calendar Year. This percentage will be calculated as follows: The Numerator of the fraction that will create the percentage will be figured by adding the total number of Star Valley Magistrate Court Non-Photo Radar citations for the year to One Tenth of the total number of Star Valley Photo Radar Citations for the year. The denominator shall be the total number of the Payson Justice Court filings for the year. For example, if "Justice Court's" total justice court filings for calendar year 2009 is 1000, and Star Valley Magistrate Court Magistrate Court has 100 Non-Photo Enforcement filings for the year, then the 2000 Photo Enforcement filings would be counted as 200 non-Photo Enforcement filings and "Town's" percentage of total "Justice Court" budget minus Justice Court Salaries beginning April 1, 2010 would be Thirty percent (30%).

E.g.:

$$\frac{300}{1000} = 30\%$$

C. In recognition of and deference to the budgeting needs and obligations of the parties hereto, the review and amendment described in paragraph (1)(B) shall be provided to "Town" no later than March 1 of each year beginning in 2010. Any party wishing to terminate the provisions of this Agreement shall provide written notice to the other not later than the first day of APRIL 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.

D. "Town" may also terminate this Agreement in the event that there is a change in the identity of the Justice of the Peace. Such termination shall be effective on the date the new Justice of the Peace takes office.

2. COUNTY TO ADMINISTER AND OPERATE 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 and Associate Magistrate of the Magistrate Court, shall be

appointed from time to time by the Common Council of the Town of Star Valley

- D. 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 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.
- E. Said Justice of the Peace shall also serve as the Town Magistrate and shall exercise administrative control over the conduct and caseload of the Magistrate Court.
- F. Court will submit all statistical reports and provide Town with monthly reports showing the number and type of Town and the fines and fees collected for each. The Court will provide statistical and processing information to the "Town" and County Manager for case filings for the calendar year no later than March 15 so as to establish an estimated budget for the upcoming fiscal year.

3. TOWN TO PROVIDE FUNDING:

- A. The annual fee to be paid by the "Town" to the "County" for the Calendar year 2009 shall be 12 equal payments of the total based on the % of the budget as figured in section 1(B).
- B. Any costs incurred for Indigent Defense for any Star Valley Magistrate Court case will be borne by the Town.
- C. Costs for the Tri-annual audit shall be the responsibility of "Town".

4. THE COURTS TO RETAIN SEPARATE IDENTITIES:

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 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; revenues of the Magistrate Court shall be and remain Town revenues.

"County" shall provide for a standard-form fidelity bond or bonds, underwritten by a corporate surety or sureties authorized and licensed to transact business in this State, indemnifying "County" and "Town" from all loss arising out of the custody of County and Town funds in any and all non-judicial employees of the Courts.

"County" will maintain separate records for the operation and cost of the Payson Regional Justice Court.

5. **APPROVAL OF PRESIDING JUDGE REQUIRED:**

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

6. **FACILITIES:**

The Courts shall be located in a building owned by the County.

7. **TRANSITIONAL ACTIVITIES:**

All personal property of "Town" which is physically on the premises occupied by the Courts including, but not limited to, furniture, furnishings, office equipment, and janitorial supplies shall, upon the effective date hereof and without action or documentation, be transferred to "County". Thereafter, such property may be assigned, maintained, conveyed, repaired and/or replaced by "County", at "County's" sole discretion.

8. **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 or effect unless approved by the Gila County Board of Supervisors and the Common Council of the Town of Payson, their respective legal counsel, and the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Gila.

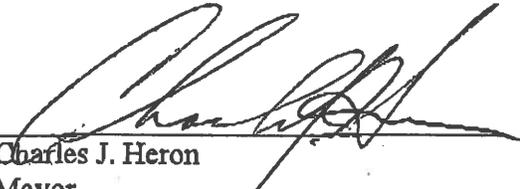
9. **CANCELLATION FOR CONFLICT OF INTEREST:**

This Agreement is subject to A.R.S. § 38-511, the terms of which are incorporated herein and which provides for cancellation of contracts for certain conflicts of interest.

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 STAR VALLEY

GILA COUNTY

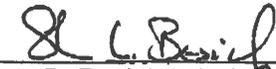
By 
Charles J. Heron
Mayor

By 
Stanley L. Dawson
Chairman, Board of Supervisors

ATTEST:

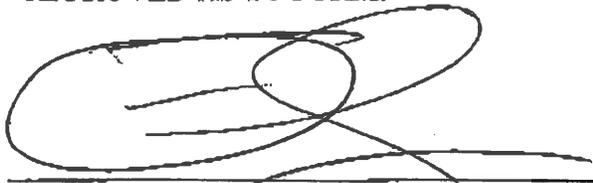
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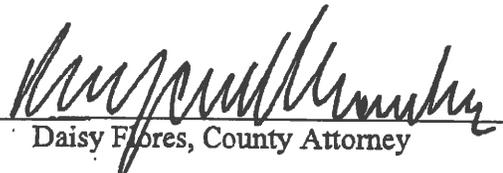

Sarah Luckie, Town Clerk


Steven L. Besich, Clerk of the Board

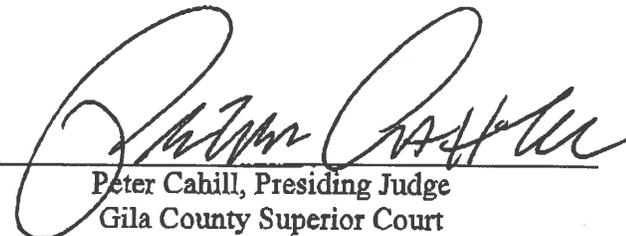
APPROVED AS TO FORM:

APPROVED AS TO FORM:


Tim Grier, Town Attorney


Daisy Flores, County Attorney

APPROVED AS TO FORM AND SUBSTANCE:


Peter Cahill, Presiding Judge
Gila County Superior Court