

**INTERGOVERNMENTAL AGREEMENT NO. 030614
BY AND BETWEEN
TOWN OF STAR VALLEY AND GILA COUNTY
CONSOLIDATED ADMINISTRATION AND OPERATION
OF LIMITED JURISDICTION COURTS**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into effective this _____ day of _____, 2014, by and between Gila County, a political subdivision of the State of Arizona (hereinafter "County") and Town of Star Valley, a municipal corporation of the State of Arizona (hereinafter "Town") agree to the following:

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 July 1, 2013 to June 30, 2017, 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 (July 1, 2013, to June 30, 2014,) shall be twenty-four percent (24%) of the total budget for Payson Justice Court without the Judicial and Pro-tem Salaries. The percentage paid by "Town" will

be reviewed annually beginning each February and automatically amended each July 1 thereafter, according to the following formula:

Where R = the number of annual photo radar citations filed in Star Valley Magistrate Court for the previous calendar year,
F = the number of non-photo radar filings in Justice Court for the previous calendar year,
B = the total budget for Justice Court for the current fiscal year, and
J = Justice Court's Judicial and Pro-Tem salaries for the current fiscal year,

Then, Town's Justice Court Fee =

$$\frac{R}{10F + R}(B - J) = Fee$$

For example,

If: R = 2500,
F = 750,
B = \$650,000, and
J = \$150,000

Then,

$$\frac{2500}{10(750) + 2500}(\$650,000 - \$150,000) = Fee = \$125,000$$

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 April 1 of each year. 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 shall approve the Associate Magistrate or Hearing Officer, with the approval of 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 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 initial period (July 1, 2013, to June 30, 2014,) shall be twenty-four percent (24%) of the total budget (fiscal year 2014) for Payson Justice Court without the Judicial and Pro-tem salaries.

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" 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:**

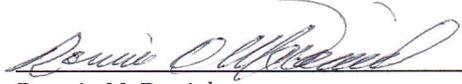
This Agreement constitutes the entire agreement of the parties leading to the subject matter hereof. No amendment or modification of the terms hereof shall be of any force or effect unless approved by the Gila County Board of Supervisors and the Common Council of the Town of Star Valley, their respective 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 THEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the day and date first above written.

TOWN OF STAR VALLEY

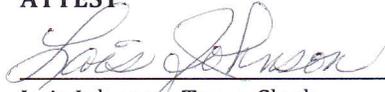


Ronnie McDaniel
Mayor

GILA COUNTY

Michael A. Pastor, Chairman
Gila County Board of Supervisors

ATTEST

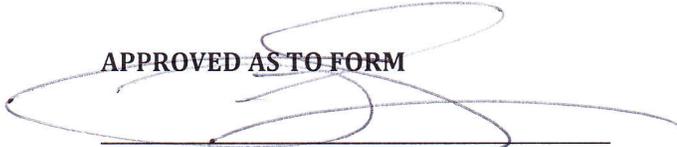


Lois Johnson, Town Clerk

ATTEST

Marian Sheppard, Clerk of Board of
Supervisors

APPROVED AS TO FORM



Tim Grier, Town Attorney

APPROVED AS TO FORM

Bryan B. Chambers, Deputy County Attorney/
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

APPROVED AS TO FORM AND SUBSTANCE:

Peter J. Cahill, Presiding Judge
Gila County Superior Court