

RESOLUTION NO. 2012-26

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY FOR JURY MANAGEMENT SERVICES.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. The Second Amendment to the Intergovernmental Agreement between the Town of Fountain Hills (the "Town") and the Superior Court of Arizona in Maricopa County for jury management services (the "First Amendment"), is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the Town Manager, the Town Clerk, the Town Presiding Judge and the Town Attorney are hereby authorized and directed to cause the execution of the First Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, August 16, 2012.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:

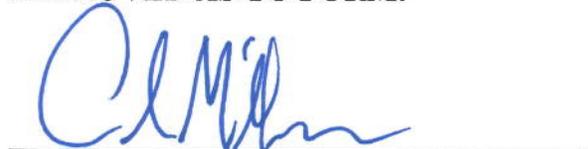

Linda M. Kavanagh, Mayor


Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:


Ken Buchanan, Town Manager


Andrew J. McGuire, Town Attorney

KR12-0034

AMENDMENT
TO INTERGOVERNMENTAL AGREEMENT
FOR JURY SERVICES

On or about March 15, 2007, the Town of Fountain Hills, Town of Fountain Hills Municipal Court, and the Superior Court of Arizona in Maricopa County entered into an intergovernmental agreement for Jury Services ("IGA") (a copy of which is attached). The initial term of the agreement was through June 30, 2010, with five one-year renewals.

Pursuant to paragraph 3 of the IGA, the parties may renew this agreement for an additional one-year term, commencing the first day of July, 2010 with future requests for one-year terms through June 30, 2015. The parties agreed via correspondence to renew the IGA for a one-year period from July 1, 2010 through June 30, 2011, and by IGA amendment from July 1, 2011, through June 30, 2012.

The Town of Fountain Hills Municipal Court has notified the Superior Court of its intent to renew for an additional one-year term pursuant to paragraph 3 of the IGA. The Superior Court agrees to renew the IGA under the same terms and conditions for an additional one-year term from July 1, 2012 through June 30, 2013.

This Amendment renews the Jury Services IGA for the Town of Fountain Hills Municipal Court for an additional one-year term, from July 1, 2012 through June 30, 2013, with the terms and conditions of the IGA entered on or about March 15, 2007.

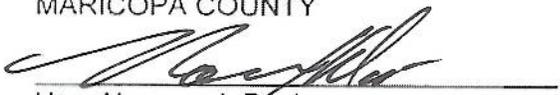
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of ~~the date and year first set forth above.~~ *below:*

FOUNTAIN HILLS MUNICIPAL COURT



Mitchell S. Eisenberg *atp*
Presiding Judge
Fountain Hills Municipal Court

SUPERIOR COURT OF ARIZONA IN
MARICOPA COUNTY



Hon. Norman J. Davis
Presiding Judge
Superior Court in Maricopa County

ATTEST:

Beverly J. Bender *8-16-12*
Date
City Clerk
TOWN

ATTEST:

In accordance with the requirements of Arizona Revised Statute §11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement and Amendment on behalf of their respective clients and (ii) as to respective clients only, each attorney has determined that this Agreement and Amendment is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

APPROVED AS TO FORM:

Ch... *8.16.12*
Date
Town Attorney

APPROVED AS TO FORM:

Assistant Attorney General



Terry Goddard
Attorney General

Office of the Attorney General
State of Arizona

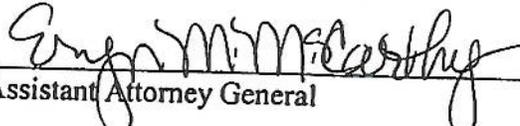
INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR06-0214 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

This agreement does not include a reference to Governor's Executive Order #2005-30.

Dated this 6th Day of March, 2006

TERRY GODDARD
The Attorney General


Assistant Attorney General

INTERGOVERNMENTAL AGREEMENT FOR JURY SERVICES

(Secretary of State # _____, Filed _____)

THIS AGREEMENT MADE AND ENTERED INTO THIS 15th day of Mar., 2006 by the Town of Fountain Hills, Fountain Hills Municipal Court, and the Superior Court of Arizona in Maricopa County (Superior Court).

WITNESSETH:

WHEREAS the parties have the authority to enter into this Agreement pursuant to A.R.S. §11-952 (L) et seq.;

WHEREAS the Town of Fountain Hills desires to use the services of Superior Court in providing jurors for Town of Fountain Hills Municipal Court; and

WHEREAS Superior Court agrees to provide the desired services on the terms and conditions hereinafter set forth.

IT IS MUTUALLY AGREED AS FOLLOWED:

- (1) That Superior Court will identify the potential jurors for Fountain Hills Municipal Court through the creation of a source file of names taken from the General Election Voter Registration Lists and the Department of Transportation. Superior Court shall provide the list of potential jurors to Fountain Hills Municipal Court upon request, and Fountain Hills Municipal Court will pay Superior Court a fee to be determined by Superior Court based on the actual costs of labor and materials to generate and deliver said list.
- (2) That Fountain Hills Municipal Court agrees that all information accessed by employees of Fountain Hills Municipal Court using any automated jury management system provided by Superior Court shall be kept strictly confidential and used exclusively for jury management purposes. Fountain Hills Municipal Court further agrees to comply with the Minimum Accounting Standards and Generally Accepted Accounting Principles related to financial transactions involving jurors.

(3) This Agreement will remain in effect from July 1, 2005, until June 30, 2010, for an initial five-year period. The parties may renew this Agreement in writing for five (5) one-year terms beginning each year on July 1, 2010 and ending June 30, 2015. In order to renew this Agreement the **Fountain Hills Municipal Court** must give a written notice of intent to renew to the **Superior Court** no later than May 14, 2010, and no later than May 14 prior to each one-year renewal term thereafter. On receipt of the Notice of Intent to Renew, the **Superior Court** will inform the **Fountain Hills Municipal Court** by letter of proposed terms and conditions for the renewal. The **Fountain Hills Municipal Court** will either accept or reject those terms and conditions in writing. Unless these terms and conditions are accepted or the parties negotiate compromise terms and conditions, this Agreement will terminate on June 30, 2010 and June 30 every year thereafter. Any amendments have to be in writing and must comply with A.R.S. §11-952. Upon termination, all property used in performance of this agreement shall be retained by the party owning the property or entitled to its possession.

(4) Either party may terminate this Agreement by giving written notice of not less than one hundred eighty (180) days to the other party.

(5) Pursuant to A.R.S. §35-214, both parties shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this IGA for a period of five years after completion of the IGA. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the parties shall provide the original or a legible copy of any or all such records. The parties will comply with A.R.S. §35-214 with respect to retention and production of records for audit for a period of five years after the completion of the Agreement.

(6) The **Fountain Hills Municipal Court** shall comply with all applicable state and federal laws.

(7) Every payment and performance obligation of the **Superior Court** under this IGA is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuances of this IGA, this IGA may be terminated by the **Superior Court**. In the event this provision is exercised, the **Superior Court** shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. If this Agreement is terminated under the provisions of this paragraph, the time limits of paragraph 8 will not apply.

(8) The parties hereto recognize that the continuation of this Agreement after the close of any given fiscal year of the **Town of Fountain Hills** is subject to the approval of the budget of the **Town of Fountain Hills** providing an appropriation covering this item as an expenditure therein. **Town of Fountain Hills** does not represent that the aforementioned budget item will actually be adopted, since such a budgetary determination is solely that of the **Town of Fountain Hills Town Council** at the time of the adoption of the budget. **Town of Fountain Hills's** fiscal years end on June 30 of each year. If funds are not allocated and available for the continuances of this IGA, this IGA may be

terminated by the **Town of Fountain Hills** by giving written notice of not less than sixty (60) days to the other party. In the event this provision is exercised, the **Town of Fountain Hills** shall not be obligated or liable for any costs incurred by **Superior Court** related to this Agreement after the expiration of the notice period.

(9) ~~(8)~~ ^{10/10} The **Fountain Hills Municipal Court** shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The **Fountain Hills Municipal Court** shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

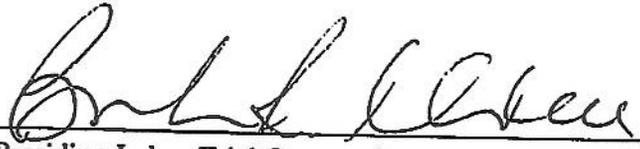
(10) ~~(9)~~ ^{10/10} INDEMNIFICATION AND INSURANCE:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

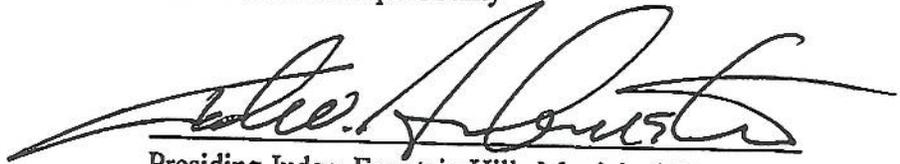
(11) ~~(10)~~ ^{10/10} The parties to this IGA agree to resolve all disputes arising out of or relating to this IGA through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes or rules.

(12) ~~(11)~~ ^{10/10} Pursuant to A.R.S. §38-511, the State of Arizona, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the IGA on behalf of the State, its political subdivisions, or any of the departments or agencies of either is, at any time while the IGA or any extension of the IGA is in effect, an employee or agent of any party to the contract in any capacity or a consultant to any other party of the IGA with respect to the subject matter of the IGA. A cancellation made pursuant to this provision by a party shall be effective when the other party receives written notice of the cancellation unless the notice specifies a later time.

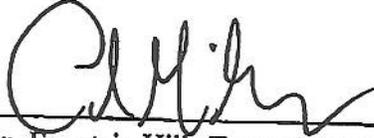
IN WITNESS WHEREOF, said parties have duly executed this Agreement the day and year first above written.



Presiding Judge, Trial Courts of
Arizona in Maricopa County



Presiding Judge, Fountain Hills Municipal Court



By: Fountain Hills Town Attorney