

## **INTERGOVERNMENTAL AGREEMENT FOR CO-LOCATION AND SHARED COURT SERVICES**

This Intergovernmental Agreement (“Agreement”) is entered into between the Town of Eagar, an Arizona municipal corporation (“Eagar”) and the Town of Springerville, an Arizona municipal corporation (“Springerville”), to provide an Eagar municipal court clerk to perform clerk services for Springerville and outlining the terms of a co-location of the two municipal magistrate courts. Springerville and Eagar are collectively referred to as the “Parties” and individually as a “Party”.

**WHEREAS**, the Parties are authorized by A.R.S. §11-952 to enter into agreements for joint or cooperative exercise of authority; and,

**WHEREAS**, Springerville has the immediate need for municipal court services and has determined that it would be more efficient and cost-effective to retain the services of a municipal court clerk and to co-locate the Springerville Magistrate court; and

**WHEREAS**, the clerical duties of the court clerk for each municipality are similar in most respects and Eagar believes that its court staff have the experience, knowledge and ability to perform clerk services for Springerville without harming the operations and efficiency of the Eagar municipal court; and

**WHEREAS**, Eagar is willing to provide clerk and court co-location services to Springerville on a contractual basis.

**NOW, THEREFORE, BE IT RESOLVED** in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Purpose.** The purpose of this Agreement is for Eagar to provide court clerk services and court space to Springerville for the Springerville Magistrate Court.
- 2. Term of Agreement.** This Agreement shall become effective after it has been executed by both Parties following approval by each Party’s Town Council and shall remain in full force and effect for a period of two years from the date of signing, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement, with an auto renewal every two years up to a ten year period.
- 3. Scope of Work.** Eagar shall provide a fully trained court clerk to perform the functions of Springerville’s court clerk. The clerk shall promptly process and maintain all Springerville cases, provide appropriate support services, and prepare and submit all required statistical reports. Eagar shall also provide appropriate space at the Eagar Magistrate Court for the processing and hearing of Springerville Magistrate Court cases. The Parties anticipate that the Springerville cases will be heard on the same day of the week as the Eagar cases. The Parties do not anticipate any acquisition of joint property under this Agreement. In the event of termination of this Agreement, any property supplied by Eagar pursuant to this Agreement shall be and remain

the property of Eagar. Any property supplied by or acquired using Springerville funds pursuant to this Agreement shall be and remain the property of Springerville.

**4. Compensation.** Eagar and Springerville agree to split all costs of court services contemplated by this Agreement for the entire term. Eagar will not bill Springerville for the use of Eagar's court facilities. All compensation for the Springerville Magistrate Judge providing Magistrate services shall be paid by and through a separate agreement between Springerville and the Springerville Magistrate Judge. All compensation for the Eagar Magistrate Judge shall be paid by and through a separate agreement between Eagar and the Eagar Magistrate Judge.

**5. Termination.** Any other provision to the contrary notwithstanding, this Agreement may be terminated by either Party giving the other party sixty (60) days written notice of its intent to terminate. All fees must be paid within thirty (30) days of termination.

**6. Conflict of Interest.** The Agreement can be cancelled by either Party pursuant to the provisions of A.R.S. § 38-511.

**7. Indemnification and Mutual Defense.** To the fullest extent permitted by law, each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party and the other party's officers, agents, and employees (as "indemnitees") for, from, and against any and all claims, losses, damages, liabilities, costs, and expenses, but only to the extent such claims are caused by or contributed to by the negligence, intentional misconduct, or omissions of the Indemnitor, its officers, employees, contractors, or elected or appointed officials. In the event of a claim by a third party against either party involving the other party in connection with performance under this Agreement, the parties shall expeditiously meet to discuss a common and mutual defense including proportional liability and payment of possible litigation expense, costs and monetary damages.

**8. Applicable Law: Venue.** This agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts of competent jurisdiction in Apache County, Arizona.

**9. Miscellaneous:**

**9.1 Notice.** Any notice to be given by this Agreement shall be in writing and shall be deemed to have been duly given if (A) hand-delivered at this address set forth below or (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below:

Town of Eagar  
Attn: Town Manager  
22 West 2nd Street  
PO Box 1300  
Eagar, Arizona 85925

Town of Springerville  
Attn: Town Manager  
418 East Main Street  
Springerville, Arizona 85938

**9.2 Workers' Compensation.** Each Party shall comply with the notice provisions of

A.R.S. § 23-1022(e). For purposes of A.R.S. §23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker’s Compensation benefits or other fringe benefits of said employees.

**9.3 Legal Arizona Workers Act Compliance.** The Parties hereby warrant that they will at all times during the term of this IGA comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the “State and Federal Immigration Laws”). A breach of the foregoing warranty shall be deemed a material breach, and the Parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

**9.4 Fingerprints and E-Verify.** If required, and only to the extent required, the Parties shall comply with the fingerprint provisions in A.R.S. § 15-512(H) and the E-Verify provisions in A.R.S. 41-4401.

**9.5 Non-Discrimination.** The Parties shall comply with Arizona Executive Order 2009-09 and all other applicable State and Federal employment laws, rules, and regulations, including the American Disabilities Act, the pertinent provisions of which are incorporated into this IGA by reference, and which mandate, in part, that all persons regardless of race, color, religion, sex, age, disability, national origin, or political affiliation, shall have equal access to employment opportunities. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national original, or disability.

**9.6 Relationship of the Parties.** Nothing contained in this IGA shall be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the Parties. The Parties’ employees shall not be considered employees of the other Party, and neither Party’s personnel will, by virtue of this IGA, be entitled or eligible, by reason of this IGA, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other Party’s obligation to withhold Social Security and income taxes for itself of any of its employees.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, this Agreement has been executed and approved by the parties and persons whose signatures appear below:

Town of Eagar, a political subdivision  
of the State of Arizona

Town of Springerville, a political  
subdivision of the State of Arizona

By: \_\_\_\_\_  
Steve Erhart., Mayor

By: \_\_\_\_\_  
Shelly Reidhead, Mayor

ATTEST:

By: \_\_\_\_\_  
Jessica Vaughan, Eagar Town Clerk

By: \_\_\_\_\_  
Kelsi Miller, Springerville Town Clerk

Pursuant to A.R.S. § 11-952(D), this Agreement has been reviewed by the undersigned counsel who have determined that it is in appropriate form and is within the powers and authority granted under the laws of the State of Arizona to each respective public body.

**ATTORNEY FOR TOWN OF EAGAR**

**ATTORNEY FOR TOWN OF SPRINGERVILLE**

\_\_\_\_\_  
**Brett Rigg, Esq.**  
**Date: February \_\_\_\_\_, 2024**

\_\_\_\_\_  
**Brandon Kavanagh**  
**Magnum, Wall, Stoops, Warden, P.L.L.C.**  
**Date: February \_\_\_\_\_, 2024**