C-5645-2
06/25/2012
To: cathy

Thomas C. Horne
Attorney General

Office of the Attorney General
State of Arizona

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR12-0036 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.

Dated this 25th Day of June, 2012

THOMAS C. HORNE
The Attorney General

Assistant Attorney General

351714

KR12-0036

NOTICE OF INTENT TO RENEW
INTERGOVERNMENTAL AGREEMENT
FOR JURY SERVICES

On or about April 25, 2006, the City of Glendale, City of Glendale Municipal Court, and the Superior Court of Arizona in Maricopa County entered into an intergovernmental agreement for Jury Services ("IGA"). The initial term of the agreement was through June 30, 2010, with five one-year renewals.

Pursuant to paragraph 7 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 Notice of Intent to Renew IGA for Jury Services from July 1, 2011, through June 30, 2012

The City of Glendale Municipal Court has notified the Superior Court of its intent to renew for an additional one-year term pursuant to paragraph 7 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 Notice of Intent to Renew Intergovernmental Agreement for Jury Services ("Notice") renews the Jury Services IGA for the City of Glendale 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 April 25, 2006.

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

GLENDALE MUNICIPAL COURT

Hon. Elizabeth R. Finn
Presiding Judge
Glendale Municipal Court

ATTEST:

Darcie McCracken for
City Clerk

SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

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

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 on behalf of their respective clients and (ii) as to respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

Assistant Attorney General

KR06-0216

INTERGOVERNMENTAL AGREEMENT FOR JURY SERVICES

(Secretary of State #_____, Filed_____)

THIS AGREEMENT MADE AND ENTERED INTO THIS 25th day of April, 2006 by **the City of Glendale, Glendale 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 **City of Glendale** desires to use the services of **Superior Court** in providing jurors for **City of Glendale 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:

(l) That for and in consideration of the mutual promises and covenants herein contained, **Superior Court** will provide **City of Glendale Municipal Court** with printed summonses of all its jurors in numbers determined by **City of Glendale Municipal Court** to be sufficient for duration of this Agreement. The parties acknowledge that approximately four (4) to six (6) weeks advanced notice is necessary to ensure proper processing of the requested summonses.

(2) That **Superior Court** will identify the potential jurors through the creation of a source file of names taken from the General Election Voter Registration Lists and the Department of Transportation, from which jurors will be selected by randomized procedure in compliance with the County of Maricopa instructions for random selection for grand and petit jurors by electronic machine methods.

(3) That the **Glendale Municipal Court** will pay **Superior Court** an annual fee during

the duration of this Agreement in the sum of $71.00, representing the cost of developing programming for the initial jury list (source file), programming time, computer time, administrative costs and documentation incurred by **Superior Court** on behalf of **Glendale Municipal Court**. The fee for services rendered by **Superior Court** to the **Glendale Municipal Court** shall be payable on or after July 1st, within 30 days of receipt of billing, for services rendered during the previous 12 month period. Each party will establish and maintain its own budget according to its established rules and procedures.

(4) That each month, upon request, **Superior Court** will provide **Glendale Municipal Court** with a list of the names and addresses of jurors summoned.

(5) That **Glendale Municipal Court** will pay **Superior Court** a fee of $1.25 for each summons printed and provided for **Glendale Municipal Court** each month, payable within 30 days after receipt of billing. If the **Superior Court** requests an adjustment in the fee because of increased costs, the parties will attempt in good faith to negotiate a fee increase to cover all increased costs. If the rate increase is not agreed to by **Glendale Municipal Court**, the **Superior Court** may terminate this Agreement by giving written notice of not less than sixty (60) days to the other party.

(6) That **Glendale Municipal Court** agrees that all information accessed by employees of **Glendale Municipal Court** using any automated jury management system provided by **Superior Court** shall be kept strictly confidential and used exclusively for jury management purposes. **Glendale Municipal Court** further agrees to comply with the Minimum Accounting Standards and Generally Accepted Accounting Principles related to financial transactions involving jurors.

(7) 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 **Glendale 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 **Glendale Municipal Court** by letter of proposed terms and conditions for the renewal. The **Glendale 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.

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

(9) 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.

(10) The **Glendale Municipal Court** shall comply with all applicable state and federal laws.

(11) 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.

The parties hereto recognize that the continuation of this Agreement after the close of any given fiscal year of the **City of Glendale** is subject to the approval of the budget of the **City of Glendale** providing an appropriation covering this item as an expenditure therein. **City of Glendale** does not represent that the aforementioned budget item will actually be adopted, since such a budgetary determination is solely that of the of Glendale City Council at the time of the adoption of the budget. **City of Glendale'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 **City of Glendale** by giving written notice of not less than sixty (60) days to the other party. In the event this provision is exercised, the **City of Glendale** shall not be obligated or liable for any costs incurred by **Superior Court** related to this Agreement after the expiration of the notice period.

(12) The **Glendale 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 **Glendale 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.

(13) 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.

(14) 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 statues or rules.

(15) 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, Glendale Municipal Court

By: Glendale City Attorney

City Clerk

ATTEST:

ATTEST:

City Clerk